

HOWELL TOWNSHIP BOARD

REGULAR MEETING

3525 Byron Road

Howell, MI 48855

December 9, 2024

6:30 pm

1. Call to Order
2. Roll Call: () Mike Coddington () Matt Counts
 () Sue Daus () Bob Wilson
 () Jonathan Hohenstein () Tim Boal
 () Shane Fagan
3. Pledge of Allegiance
4. Call to the Board
5. Approval of the Minutes:
 - A. Regular Board Meeting November 4, 2024
 - B. Closed Session Meeting November 4, 2024
6. Call to the Public
7. Unfinished Business:
 - A. Oakland Tactical v. Howell Township
 - B. Howell-Mason LLC v. Howell Township
 - C. Ordinance 289
 - D. Human Resources Committee-Shane Fagan's Letter to the Board
8. New Business:
 - A. Planning Commission Appointments
 - B. Zoning Board of Appeals Appointments
 - C. Update Board Member Committee Assignments
 - D. Howell Schools Tax Collection Agreement
 - E. LESA Tax Collection Agreement
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 N. Shiawassee River Committee
11. Closed Session – Burkhart Ridge v. Howell Township
12. Disbursements: Regular and Check Register
13. Adjournment

This meeting is open to all members of the public under Michigan's Open Meetings Act.

Persons with disabilities who need accommodations to participate in this meeting should contact the Township Clerk's Office at 517-546-2817 at least two (2) business days prior to the meeting.

Draft

**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**

3525 Byron Road Howell, MI 48855

November 4, 2024

6:30 P.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Jeff Smith Trustee

Also in Attendance:

9 people were in attendance.

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:

None

APPROVAL OF THE AGENDA:

November 4, 2024

Motion by Melton, **Second** by Hohenstein, **“To approve the agenda as presented.”** Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

October 7, 2024

REGULAR BOARD MEETING MINUTES

Motion by Hohenstein, **Second** by Melton, **“To accept the minutes from October 7th as presented.”** Motion carried.

CALL TO THE PUBLIC:

Curt Hamilton, 1367 Crestwood- Spoke on Parks and Recreation Master Plan and establishing a task force of residents to draw up future park plans.

Justin Frederick, 225 Bain Drive- Spoke on grievances with neighbors and Zoning Administrator.

Shane Fagan, 30 Santa Rosa Dr.- Spoke on his business run out of his home and township ethics.

Andrew Hamm, 14 Santa Rosa Dr- Spoke on clarification of a video presented to Zoning Administrator.

UNFINISHED BUSINESS:

Motion by Hohenstein, **Second** by Counts, “**To deviate from our resolution to Item 8-G, followed by item 11.**” Motion carried.

Motion by Counts, **Second** by Hohenstein, “**To enter closed session to discuss Burkhardt Ridge v. Howell Township.**” Motion carried. Closed session began at 6:55 P.M.

Motion by Melton, **Second** by Counts, “**To come back into regular session from our closed session.**” Motion carried. Returned to Regular session at 7:49 P.M.

Motion by Hohenstein, Second by Melton, “**To allow the township attorneys to continue negotiations as discussed in closed session.**” Motion carried.

- A. Trustee Wilson’s grievances with Ordinance Enforcement and Zoning Administrator: List of names and addresses has been submitted as requested by the board. Trustee Wilson requested more committees to be formed. **Motion** by Wilson, “**To put a committee together to oversee the decisions that are made in the ordinance department because I feel they are not being fair.**” Motion received no support..
- B. Sound System for Board Room- Matt Eckman from American Video Transfer Inc. discussed additional options for sound system. Discussion followed. **Motion** by Hohenstein, **Second** by Counts, “**To move forward with the items as he presented so it would be the blue items on the top section then the upgraded Audio PA system for a total of \$10,222.**” A friendly amendment by Trustee Counts “**To add AV streaming camera for a total of \$12,172.00.**” Motion carried.
- C. Oakland Tactical v. Howell Township- Treasurer Hohenstein provided updated information in packet.
- D. Howell-Mason v. Howell Township- Treasurer Hohenstein reported Howell- Mason will be appealing decision to Court of Appeals.

NEW BUSINESS

- A. 2025 Meeting Dates- Treasurer Hohenstein provided proposed dates of 2025 calendar of all boards. **Motion** by Counts, **Second** by Hohenstein, “**For resolution 11.24.543, 2025 meeting dates as presented.**” Roll Call: Counts-yes, Daus-yes, Coddington-yes, Melton-yes, Hohenstein-yes, Wilson-yes. Motion carried (6-0).
- B. Sewer Connection Fee- Treasurer Hohenstein discussed increasing sewer and water connection fee costs or leaving them as is. Discussion followed. **Motion** by Counts, **Second** by Hohenstein, “**To make resolution number 11.24.544 resolution setting township sewer charges to maintain at \$5,000.00.**” Roll Call: Melton-yes, Hohenstein-yes, Daus-yes, Wilson-yes, Counts-yes, Coddington-yes. Motion carried (6-0).
- C. Water Connection Fee- **Motion** by Counts, **Second** by Hohenstein, “**For Resolution 11.24.545 resolution setting township water charges maintaining at \$5000.00.**” Roll Call: Hohenstein-yes, Daus-yes, Counts-yes, Melton-yes, Coddington-yes, Wilson- yes. Motion carried (6-0).

- D. Zoning Ordinance Section 14.19 Home Occupation (Requested by Shane Fagan)- Zoning Administrator Hohenstein discussed options with either sending the request to change the Zoning Ordinance to the Planning Commission, stays the same, or investing the time and money into redoing all the Township Zoning Ordinances. Discussion followed. **Motion** by Wilson, **Second** by Counts, **“To send it to the Planning Commission.”** Motion carried, 1 dissent.
- E. Ordinance 284 -Amendment- Zoning Administrator Hohenstein reported Union of Oak Grove has ordinance 284 in place that can help residents with discounts based on income, this ordinance date ended in 2023. Union of Oak Grove is planning on completing the project within the next month. They are asking to amend the ordinance date to December 31st, 2024. Discussion followed. **Motion** by Hohenstein, **Second** by Melton, **“To accept ordinance number 287, amending ordinance number 284 as presented.”** Roll call: Melton-yes, Hohenstein-yes, Coddington-yes, Counts-yes, Wilson-yes, Daus-yes. Motion carried.
- F. Fowlerville Community Schools Resolution- Informational Correspondence
- G. Resolution of Appreciation for Benjamin Costello- Benjamin completed his Eagle Scout project of building three quality benches for the Howell Township gazebo for township residents to sit and relax. **Motion** by Hohenstein, **Second** by Melton, **“To accept the resolution of appreciation, resolution number 11.24.546 as presented.”** Roll call: Coddington-yes, Counts-yes, Wilson-yes, Daus-yes, Hohenstein-yes, Melton-yes. Motion carried (6-0).
- H. Township Ethics Policy-Treasurer Hohenstein discussed the Township’s Ethics policy and strengthening the Township’s ethics with two resolutions. Discussion followed. **Motion** by Counts, **Second** by Melton, **“To approve resolution 11.24.547, Resolutions of Principles of Township Excellence in Governance.”** Roll Call: Coddington-yes, Counts-yes, Wilson-yes, Daus-yes, Hohenstein-yes, Melton-yes. Motion carried (6-0).
- Motion** by Counts, **Second** by Hohenstein, **“To approve resolution 11.24.548.”** Roll call: Melton-yes, Wilson-yes, Counts-yes, Coddington-yes, Daus-yes, Hohenstein-yes. Motion carried (6-0).
- I. Human Resource Committee- Recommendations- Re-assigning accounting payroll from Assessor Kilpela to the clerk’s department with no change in the budget. **Motion** by Hohenstein, **Second** by Counts, **“To accept the recommendation from the Human Resource committee on redistribution of accounting clerk duties as presented.”** Motion carried.

CALL TO THE PUBLIC:

Shane Fagan- Wishes everyone good luck on Election Day.

Curt Hamilton- Questions regarding future Land Use Map organization but will discuss later.

REPORTS:

- A. SUPERVISOR:
No report

- B. TREASURER: Treasurer Hohenstein reported that the Surf Internet projects that were left open are now completed, ARPA funds have been disbursed. Updated the Board on the Brewer Road drainage project becoming a public drain, spoke on continuing education through MTA that all board members should attend. **Motion** by Hohenstein, **Second** by Daus, **To allow any board member to attend MTA's new official training events as presented.** Motion carried.
- C. CLERK: There was a great turn out with Early Voting, close to 2000 Absentee Ballots were returned.
- D. ZONING:
There is currently a complaint with an industrial plant regarding a loud noise, a decibel reader may be needed in the future. **Motion** by Wilson, **Second** by Hohenstein, **Buy a decibel reader.** Motion carried.
- J. Assessors Report:
See Assessor Kilpela's reports
- K. FIRE AUTHORITY:
Supervisor Coddington reported on the Fire Authority
- E. MHOG:
Trustee Counts reported on MHOG
- F. PLANNING COMMISSION:
See draft minutes
- G. ZONING BOARD OF APPEALS (ZBA):
No October meeting
- H. WWTP:
See Report
- I. HAPRA:
No report
- J. PROPERTY COMMITTEE:
No report
- K. PARK & RECREATION COMMITTEE: See information in board packet regarding driveway options for Tooley Road Park. Township will be getting quotes for an Environmental study on the property.
- L. Shiawassee River Committee:
No report

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.** Motion carried.

ADJOURNMENT: Motion by Melton, **Second** by Counts, **“To adjourn at this time”** Motion carried. The meeting was adjourned at 9:15 pm.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

Marnie Hebert, Recording Secretary

**Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001**

Scott S. Harris
Clerk of the Court
(202) 479-3011

November 25, 2024

Mr. Christopher Scott Patterson
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, MI 48864

Re: Oakland Tactical Supply, LLC, et al.
v. Howell Township, Michigan
No. 24-178

Dear Mr. Patterson:

The Court today entered the following order in the above-entitled case:

The motion of Center for Human Liberty for leave to file a brief as *amicus curiae* is granted. The petition for a writ of certiorari is denied.

Sincerely,



Scott S. Harris, Clerk

**STATE OF MICHIGAN
IN THE 44TH CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

HOWELL-MASON, LLC,
a Michigan Limited Liability Company,

Howell-Mason,

v

HOWELL TOWNSHIP,
a Michigan General Law Township,

Defendant.

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Jeffrey D. Alber (P76530)
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Case No. 24-32242-CZ

HON. MATTHEW J. McGIVNEY

**HOWELL TOWNSHIP'S MOTION
FOR SUMMARY DISPOSITION
PURSUANT TO MCR 2.116(C)(7) AND
(C)(8)**

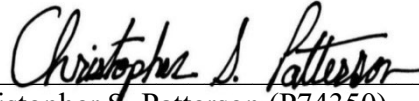
Christopher S. Patterson (P74350)
Eric P. Conn (P64500)
Wayne R. Beyea (P73961)
David J. Szymanski (P86525)
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**HOWELL TOWNSHIP'S MOTION FOR SUMMARY DISPOSITION PURSUANT TO
MCR 2.116(C)(7) AND (C)(8)**

Defendant HOWELL TOWNSHIP, by and through its attorneys, Fahey Schultz Burzych Rhodes PLC, hereby moves this Honorable Court for an order granting summary disposition pursuant to MCR 2.116(C)(7) and (C)(8) for the reasons set forth in the accompanying brief.

Respectfully submitted,

Fahey Schultz Burzych Rhodes PLC
Attorneys for Defendant

A handwritten signature in black ink that reads "Christopher S. Patterson". The signature is written in a cursive style and is positioned above a horizontal line.

Christopher S. Patterson (P74350)
Eric P. Conn (P64500)
Wayne R. Beyea (P73961)
4151 Okemos Road
Okemos, MI 48864
(517) 381-0100

Dated: November 12, 2024

**STATE OF MICHIGAN
IN THE 44TH CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

HOWELL-MASON, LLC,
a Michigan Limited Liability Company,

Case No. 24-32242-CZ

Howell-Mason,

HON. MATTHEW J. McGIVNEY

v

HOWELL TOWNSHIP,
a Michigan General Law Township,

**HOWELL TOWNSHIP'S
BRIEF IN SUPPORT OF
MOTION FOR SUMMARY
DISPOSITION PURSUANT TO
MCR 2.116(C)(7) AND (C)(8)**

Defendant.

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**HOWELL TOWNSHIP'S BRIEF IN SUPPORT OF ITS MOTION FOR SUMMARY
DISPOSITION PURSUANT TO MCR 2.116(C)(7) AND (C)(8)**

INTRODUCTION

Howell-Mason, LLC (“Howell-Mason”), unsuccessfully appealed to this Court the decision of Howell Township (the “Township”) to deny it a special land use permit to operate a

gas station with a drive-through. What remains now is this lawsuit that was filed two months after the claim of appeal which presents many identical claims and arguments that were made in the appeal. The nine counts Howell-Mason advances in this case are all appropriately dismissed and can be divided into three categories: (1) claims that are barred by res judicata because they were already adjudicated in the appeal (Counts I-III and IX); (2) claims that fail to state a cause of action as a matter of law (Counts IV and VIII); and (3) claims that, even accepting all allegations as true, fail to establish entitlement to relief (Counts V-VII).The Township requests this Court grant its motion and dismiss all claims made by Howell-Mason in this lawsuit with prejudice.

STATEMENT OF FACTS/PROCEDURAL HISTORY¹

I. Howell-Mason sought to obtain a special land use permit to operate a gas station and drive-through but it was rejected by the Howell Township Board for failing to meet four necessary standards.

Howell-Mason purchased property in 2017 situated in the Township located near the corner of Mason and Burkhart Roads. The property is zoned in the Neighborhood Service Commercial District. **Exhibit A.** There are four broad land uses that are permitted by right within the Neighborhood Service Commercial District. Zoning Ordinance, § 9.02. Other land uses are either disallowed or only permitted as a special land use. Zoning Ordinance, § 9.01-9.05. Relevant to this lawsuit is the operation of a gas station with a drive-thru, both of which are land uses that require special land use approval. Zoning Ordinance, § 9.03.

The Township Board is unable to approve a special land use absent a property owner demonstrating that six necessary standards are satisfied. Zoning Ordinance, § 16.06(A)-(F); Zoning Ordinance, § 16.02 (explaining the Township Board lacks authority to grant special use

¹ Only a brief recitation of the facts is presented herein as this Court is familiar with this case and overviewed the background of this litigation in its opinion in Case No. 2024-350-AA.

permits absent conditions being satisfied). There are a plethora of additional necessary standards that must be satisfied when the land use involves a gas station. Zoning Ordinance, § 16.11.

Howell-Mason has sought to operate a gas station with a drive-through at its property that is situated in the Neighborhood Service Commercial District. Howell-Mason recognized in 2020 that it was not possible provided that the property sits entirely within a wellhead protection area and the zoning regulations in Howell Township preclude gas stations from siting within 300 feet of a wellhead protection area. Zoning Ordinance, § 16.11(C)(8). At that time, Howell-Mason petitioned the Township to amend its Zoning Ordinance to allow gas stations to be situated within a wellhead protection area. The Township considered the request but ultimately rejected it. With complete knowledge of the prohibition on gas stations within 300 feet of wellhead protection areas, Howell-Mason applied for a special land use permit.

The initial application for a special land use permit submitted by Howell-Mason on June 26, 2023, was a mere two pages long and suffered from a severe lack of detail and support. **EXHIBIT B.** Four months after the initial submission, Howell-Mason, with the assistance of counsel, submitted a supplement to its application that attempted to cure the original application's many deficiencies. **EXHIBIT C.** The Howell Township Planning Commission (the "Planning Commission") held a public hearing on November 21, 2023, related to the special use permit application as required under the Zoning Ordinance. **EXHIBIT D.** After hearing public comment, the Planning Commission deliberated and made an informed and unanimous decision to recommend the Township Board reject the special land use permit application. **EXHIBIT D.** The decision as to whether the special land use permit should be granted rested solely with the Township Board after the hearing held by the Planning Commission.

The Township Board considered Howell-Mason’s application for a special land use permit at a public meeting on December 11, 2023. Available for the Township Board’s consideration of Howell-Mason’s special use permit was a plethora of information, all of which was perfected in the record on Howell-Mason’s appeal and is available again for the Court’s consideration here. *See, e.g.*, **EXHIBITS E – G**. The Howell Township Board provided Howell-Mason with ample time and opportunity to present its application and engaged by asking questions. The Howell Township Board unanimously voted to reject special land use permit application, finding that **four** necessary standards were not satisfied. **EXHIBIT H**.

II. Howell-Mason filed an appeal and attempted to have it consolidated with this case.

Howell-Mason filed an appeal by right to this Court on January 26, 2024, from the Township’s Board’s decision. *See* Case No. 2024-350-AA. Two months later, on March 19, 2024, Howell-Mason filed this lawsuit. No actions were taken whatsoever to join the two actions for four months. Briefing concluded in the appeal on June 21, 2024. This Court held a status conference on July 16, 2024, in this case (only) to discuss scheduling and the related appeal. All counsel present informed Staff Attorney Jaclyn Kaminski that they agreed the disposition of this case could be stayed pending the resolution of the appeal. Unexpectedly, and just three weeks prior to oral argument in the appeal, Howell-Mason reneged on that deal and moved to join the two actions and delay the disposition of the appeal. This Court rejected that request. **EXHIBIT I**, p 10 (“The court finds no reason to adjourn oral arguments ... The court finds that the opinion by this court may be helpful in crafting a motion for summary disposition ...”).

This Court ultimately issued a thorough 15-page written opinion on September 16, 2024, addressing the arguments advanced by Howell-Mason through its appeal. The decision affirmed the Township Board’s decision to deny the special land use permit which served as an adjudication

on the merits of several issues raised by Howell-Mason through this case. The opinion by this Court was well reasoned and conclusive.

III. Howell-Mason has filed an application for leave to appeal this Court’s decision affirming the decision of the Township Board but the issues in this case remain ripe for this Court’s resolution.

Howell-Mason timely filed an application for leave to appeal the decision of this Court to the Michigan Court of Appeals. **EXHIBIT J**; *Howell-Mason, LLC v Howell Township*, COA Case No. 372773. The application challenges this Court’s decision not to consolidate the two cases and its resulting decision to affirm the decision of the Township Board. Relevant to this matter is the contention that this Court mismanaged the way in which it handled the resolution of these two cases. Howell-Mason argues to the Michigan Court of Appeals that this Court abused its discretion by assessing the legality of the Township Board’s decision without resolving this lawsuit that challenges the legality of the ordinance itself. **EXHIBIT J**, pp 12-13. The “practical result” of this decision, Howell-Mason argues to the Michigan Court of Appeals, was to “predetermine” the outcome of the litigation and this Court did that because it “didn’t want to engage with this case and made a political calculation to hand perceived prospective voters their preferred outcome while ignoring all reasonable procedural and legal analysis to achieve this end.” **EXHIBIT J**, pp 13-14. Of course, this Court knows these charges are false.

This Court considered all Howell-Mason’s arguments concerning the constitutionality of the zoning regulations through the appeal and determined the requisite evidence supported the denial of Howell-Mason’s special land use application. That is in fact what the Court was required to do under Michigan law, as recognized by the Michigan Court of Appeals in a case where constitutional claims were raised outside of the context of an appeal of a decision of a local land use agency:

Count III of plaintiffs' complaint alleged that their state and federal due process rights were violated and that their property had been taken without just compensation as protected by the state constitution. Count IV of the complaint alleged that the planning commission action allowed an unpermitted illegal use of the subject site and constituted a nuisance per se. Lastly, count V of the complaint asked for a declaration of the parties' rights with reference to the intended construction. With respect to each of these counts, we believe that they all raise issues relative to the decision of the planning commission and the procedures employed by the planning commission in reaching that decision. **Thus, they do not establish separate causes of action, but merely address alleged defects in the methods employed by the planning commission or the result reached by the commission. Accordingly, those are issues to be raised in an appeal from the decision of the planning commission.** *Krohn v Saginaw*, 175 Mich App 193, 198 (1988) (emphasis supplied).

Binding precedent makes it clear that it is wrong—and disingenuous—to suggest that this Court simply ignored the arguments concerning the constitutionality of the Zoning Ordinance to affirm the decision of the Township Board.

The Township mentions the filed application not to throw stones but because it anticipates Howell-Mason will seek to stay this case upon filing of this motion, primarily based on the argument that appellate review is pending and the misleading argument this Court may have to address the constitutionality of the Zoning Ordinance through this case on remand. Irrespective of the results on appeal, there is no need to have the constitutional claims in this case remain open. The claims made in this case are ripe for this Court's review.

STANDARD OF REVIEW

Pursuant to MCR 2.116(C)(7), summary disposition is appropriate when “[e]ntry of judgment, dismissal of the action, or other relief is appropriate because of ... prior judgment ... statute of limitations.” When analyzing a motion brought under MCR 2.116(C)(7), a court must accept as true the allegations of the complaint unless contradicted by the parties' documentary submission. *McLean v City of Dearborn*, 302 Mich App 68, 73 (2013). A claim is properly dismissed under MCR 2.116(C)(7) when barred by the doctrine of res judicata. “The doctrine of

res judicata precludes relitigation of a claim when it is predicated on the same underlying transaction that was litigated in a prior case.” *Duncan v State*, 300 Mich App 176, 194 (2013).

Pursuant to MCR 2.116(C)(8), summary disposition is appropriate when “[t]he opposing party has failed to state a claim on which relief can be granted.” All pleaded factual allegations in the complaint must be accepted as true, together with any inferences that can reasonably be drawn therefrom. *Theisen v Knake*, 236 Mich App 249 (1999). The motion should be granted only when the claim is so clearly unenforceable as a matter of law that no factual development could possibly justify a right of recovery. *Id.*

ARGUMENT²

I. Count I – Denial of Substantive Due Process and Count II – Denial of Procedural Due Process are both appropriately dismissed pursuant to MCR 2.116(C)(7) because this Court addressed the identical issues and arguments in its disposition of the appeal and pursuant to MCR 2.116(C)(8) because the claims fail as a matter of law.

“The federal due process provision guarantees that no person shall be deprived of ‘life, liberty, or property, without due process of law.’” *Bonner v City of Brighton*, 495 Mich 209, 225 (2014) (citations omitted). There are “two separate types of protections—substantive and procedural[.]” *Id.* at 226. “The first and most essential” inquiry that must be made by courts reviewing due process challenges is to determine “whether the interest allegedly infringed by the challenged government action ... comes within the definition of ‘life, liberty, or property.’” *Id.* at 225. “If it does not, the Due Process Clause affords no protection.” *Id.* If there is a protected interest, then a challenger can show a regulation is substantively invalid by proving “that there is no reasonable government interest being advanced” or that the regulation is “purely arbitrary [or]

² Many of the arguments presented herein are those thoroughly made in front of this Court in Case No. 2024-350-AA. The Township hereby incorporates the arguments made there to the extent they are discussed herein. **EXHIBIT L.**

capricious.” *Id.* at 228. A challenger can also show a regulation is procedurally invalid if there was deprivation of the protected interest without a meaningful opportunity to be heard pursuant to law. *Id.* at 236.

Howell-Mason argued—at length—through the appeal that the zoning regulations were violative of both substantive and procedural due process (both facially and as applied). This Court provided an extensive review of the arguments. The result:

A challenge to a zoning ordinance as unconstitutional as applied, to be distinguished from a facial challenge, alleges a present infringement or denial of a specific right or of a particular injury in process of actual execution of government action ... Since there is no reasonable dispute based on the record that the business of a gas station is not totally banned in the Township or even in the [Neighborhood Commercial Service District], any as applied challenged arising from a claim of exclusionary zoning must fail ... **Section 16.11(C)(8) is not unconstitutional as applied.**

...

Howell Township has a legitimate interest in protecting the general welfare of the community and in locating land uses in compatible locations to other land uses. That legitimate interest of the municipal government is enshrined in the MZEA itself ... [Howell-Mason] has been unable to show that the ordinance is not rationally related to a legitimate government interest in every scenario. **[The facial challenge must be rejected.** *Howell-Mason v. Howell Township*, Livingston County Circuit Court, 2024-350-AA (emphasis supplied).

Howell-Mason cannot use this original action to present again—and make the Township again defend—the arguments that the zoning regulations are unconstitutional as applied or on their face. *Duncan v State*, 300 Mich App 176, 194 (2013) (“The doctrine of res judicata precludes prelitigation of a claim when it is predicated on the same underlying transaction that was litigated in a prior case ...”); *see also Krohn v Saginaw*, 175 Mich App 193, 198 (1988). To the extent Howell-Mason was able to advance the arguments in this case, they would fail for the same reasons they did in the appeal—*i.e.*, Howell-Mason does not have a protected property interest in a discretionary decision concerning a special land use permit, the Township has legitimate government interests underlying its regulations, and the application of the zoning regulations is

not unconstitutional in every circumstance. *Richardson v Twp of Brady*, 218 F3d 508 (6th Cir 2000) (explaining there can be “no legitimate claim of entitlement to a discretionary decision” of local government); *Mettler Wallon, LLC v Melrose Twp*, 281 Mich App 184 (2008).

Counts I and II are appropriately dismissed pursuant to MCR 2.116(C)(7) because they were already litigated and pursuant to MCR 2.116(C)(8) because they fail as a matter of law.

II. Count III – Violation of Equal Protection is appropriately dismissed pursuant to MCR 2.116(C)(7) because this Court addressed the identical issue and arguments in its disposition of the appeal and MCR 2.116(C)(8) because the claim fails as a matter of law.

Michigan law recognizes that “[t]he test to determine whether a statute comports with substantive due process or equal protection principles is essentially the same.” *Andary v USAA Cas Ins Co*, 512 Mich 207, 264 (2023). “For equal protection purposes, when no fundamental right or suspect class is involved, ‘a legislative classification must be sustained, if the classification itself is rationally related to a legitimate government interest.’” *Id.* at 265. And the Michigan Supreme Court recently reiterated that there is not a “fundamental right to continue a particular business model free from government regulation.” *Id.* at 268.

Howell-Mason pleads a claim for equal protection that does not in any way allege similarly situated comparators, fails allege a “class of one” claim, and does not otherwise implicate suspect classes or fundamental rights—the claim is improper as pled. In any event, the required analysis squares with that above related to substantive due process because the claim does not implicate a suspect classification or fundamental right. This Court explicitly addressed the claim that the equal protection clause was violated in resolving the appeal:

[Howell-Mason] cannot show that it had a protected property or liberty interest that was curtailed or impugned by the Board’s decision to deny the SLUP application exactly because it was a SLUP application.

...

Since Appellant lacks any legitimate entitlement to develop the parcels into a gas station, when such use is only permitted by special permit and the standard in 16.02

remains discretionary, **Appellant’s claim of lack of due process and lack of equal protection under the law are without merit.** *Howell-Mason v. Howell Township*, Livingston County Circuit Court, 2024-350-AA (emphasis supplied).

The equal protection claims cannot be re-litigated through this case provided they arise from the same facts presented in the appeal. *Duncan*, 300 Mich App at 194. The claims additionally fail as a matter of law because even accepting Howell-Mason’s allegations as true, it is unable to establish a property interest triggering the protections of the equal protection clause.

Count III is appropriately dismissed pursuant to MCR 2.116(C)(7) because it was already litigated and pursuant to MCR 2.116(C)(8) because it fails as a matter of law.

III. Count IV – Zoning Enabling Act Violations is appropriately dismissed pursuant to MCR 2.116(C)(8) because there is no independent cause of action provided for under the Michigan Zoning Enabling Act.

The Michigan Zoning Enabling Act (the “MZEA”), MCL 125.3101 *et seq.*, is a comprehensive statutory scheme that establishes procedures for the enactment, amendment, and administration of zoning ordinances. The statutory scheme specifically provides for the ability of aggrieved parties to appeal decisions made by an officer, agency, board, or legislative body. *See* MCL 125.3605; MCL 125.3607; *see Saugatuck Dunes Coastal All v Saugatuck Twp*, 509 Mich 561 (2022) (explaining the party aggrieved standard). The MZEA does not, however, provide for an independent cause of action. And Michigan law is clear: “No sanction should be read into a clear statute that is not within the manifest intention of the Legislature as derived from the language of the statute itself.” *Sandstone Creek Solar, LLC v Twp of Benton*, 335 Mich App 683, 710 (2021) (declining the read a remedy into the Michigan Planning Enabling Act when one was not specifically provided for).

The exact issue as to whether courts could read a remedy into a statute where none was provided was addressed recently by the Michigan Court of Appeals. *Sandstone Creek Solar, LLC v Twp of Benton*, 335 Mich App 683 (2021). In *Sandstone*, the plaintiff sought to build a solar

power project, but a local municipality adopted an interim zoning ordinance that restricted solar projects to certain zoning districts. *Id.* at 688-696. The plaintiff alleged that the local municipality failed to follow proper procedures in adopting the interim zoning ordinance, namely by failing to have a valid planning commission to comply with the procedures of the MZEA. *Id.* at 708. The argument was that the local municipality failed to fully conform to the MPEA by adopting a new ordinance as required. *Id.* The Michigan Court of Appeals held that even if the local municipality did not comply with the requirements of the MPEA, “no penalty or remedy” can be read into the statutory scheme for the plaintiffs. *Id.* at 710.

Howell-Mason summarily presents a cause of action for a violation of the MZEA. Complaint, ¶¶ 73-78. The allegations do not claim what part of the MZEA was violated; how it was violated; or what the remedy would be for the violation. Irrespective of these pleading issues, the problem with the claim is that the MZEA does not provide for such an independent cause of action. Put another way, even if Howell-Mason alleged some actual violation of the MZEA (it does not), an independent cause of action under the MZEA fails as a matter of law.

Count IV is appropriately dismissed pursuant to MCR 2.116(C)(8) because it fails as a matter of law.

IV. Count V – Open Meetings Act Violation is appropriately dismissed pursuant to MCR 2.116(C)(8) because the conclusory allegations are insufficient to state a claim, the allegations even accepted as true do not overcome the presumption that the Township Board acted in good faith and appropriately, and no allegations establish an ongoing violation.

The Michigan Open Meetings Act (“OMA”), MCL 15.261 *et seq.*, obligates public bodies to conduct their meetings, make all of their decisions, and conduct their deliberations at meetings open to the public. The OMA provides several remedies for violations: a decision of a public body

can be invalidated, MCL 15.270;³ a public body can be enjoined from future violations, MCL 15.271; public officials can be charged with a misdemeanor for intentional violations, MCL 15.272; and, a public official can be held personally liable for damages, MCL 15.273. Howell-Mason requests injunctive relief, thus implicating MCL 15.271.⁴

A violation of MCL 15.271(1) requires demonstrating an “ongoing violation” and that the “public body is not complying with the OMA.” *Citizens for a Better Algonac Cmty Schs v Algonac Cmty Schs*, 317 Mich App 171, 181 (2016). This does not require showing that an OMA violation existed at the time a lawsuit is filed, but it does require establishing “a regular pattern of conduct during a pertinent timeframe such that it could be said that there was an ongoing OMA violation.” *Id.* at 184. And, as with any cause of action, “mere conclusions, unsupported by allegations of fact, will not suffice” to state a claim upon which relief can be granted. *Eason v Coggins Memorial Christian Methodist Episcopal Church*, 210 Mich App 261, 263 (1995).

Howell-Mason’s cause of action here nefariously argues that the Howell Township Board made a “predetermined” decision as to its special land use permit, colluded with the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”) to violate the OMA, and manipulated “legal requirements regarding notice” by intentionally “withholding necessary information” from Howell-Mason. Complaint, ¶¶ 80-82. It is essentially a tinfoil hat conspiracy theory because nowhere does Howell-Mason allege actual facts supporting any of these

³ Note, Howell-Mason cannot invalidate any decision made by the Township that it takes issue with through this lawsuit because an action to invalidate a decision concerning a special land use permit must be brought within “60 days after the approved minutes are made available to the public.” MCL 15.270(3)(a).

⁴ Howell-Mason additionally requests declaratory relief. However, that relief is not available under the OMA. *Speicher v Columbia Twp Bd of Trs*, 497 Mich 125, fn 31 (2014) (“The Court of Appeals failed to identify the source of its authority to grant plaintiff declaratory relief in this case. The OMA does not provide for such relief.”).

conclusions. That deficiency alone renders the cause of action improper as a matter of law. *Eason*, 210 Mich App at 263.

In the event this Court endeavors to entertain the conclusions, they still fail. As an initial matter, it is a longstanding principle in Michigan law that municipal officials are presumed to have “acted in good faith and have correctly and faithfully exercised the discretion reposed in them.” *Graham v Grand Rapids*, 179 Mich 378, 387 (1913). A mere conclusion that a decision was predetermined cannot overcome this presumption—especially when it is so obvious that it was not the case. The Township Board here allowed Howell-Mason to present its special land use permit, asked questions, and then discussed a variety of reasons as to why the special land use permit could not be granted. As for the claim that the Township colluded with MHOG, again the same presumption applies, and MHOG is not even a party to this action by the choice of Howell-Mason. Last, in respect to the manipulation of legal requirements regarding notice, the Township can only venture to guess what Howell-Mason is complaining of provided they attended both the meeting of the Planning Commission and the Township Board where the special land use application was discussed.

Assuming for the sake of argument Howell-Mason was able to convince the Court that a “predetermined” decision was made, the Township colluded with MHOG, or that there were improper notices, the claims would still fail. This is because the threshold for whether an “ongoing violation” existed cannot be satisfied based on mere conjectural allegations. *Citizens for a Better Algonac Cmty Schs*, 317 Mich App at 181. In *Citizens for a Better Algonac Community Schools*, the Michigan Court of Appeals considered whether a collection of emails that was used to show that there was a practice of mass group email communications in violation of the OMA was enough to show an ongoing OMA violation. *Id.* at 182-183. Specifically, the Michigan Court of Appeals

explained that the emails “were inadequate to establish a regular pattern of conduct during a pertinent timeframe such that it could be said that there was an ongoing OMA violation, assuming the past conduct even violated the OMA.” *Id.* at 184. In other words, even a group of emails that were presumed to have been violative of the OMA did not cross the threshold. The conspiracy in this case does not even consider going that deep: Howell-Mason merely gripes at the decision the Township Board reached and presumes it had to have been reached in some unlawful manner. The claim does not state a claim upon which relief can be granted.

Count V should be dismissed pursuant to MCR 2.116(C)(8) for all of these reasons.

V. Count VI – Regulatory Taking is appropriately dismissed pursuant to MCR 2.116(C)(8) because the claims fail as a matter of law considering this Court has already recognized the legitimate interests underlying the land use regulations and Howell-Mason cannot claim it has been deprived of all economically viable use of the land.

“Both the state and federal constitutions prohibit the taking of private property for public use without just compensation.” *Shepard Montessori Ctr Milan v Ann Arbor Charter Twp*, 259 Mich App 315, 340 (2003). A land use regulation can effectuate a regulatory taking in either of two ways: “(1) [if] the regulation fails to advance a legitimate state interest, or (2) [if] the regulation denies an owner economically viable use of his land.” *K&K Const, Inc v Dep’t of Natural Resources*, 456 Mich 570, 585 (1998). To prove a regulation does not advance a legitimate interest, a property owner is required to prove that there is “no reasonable governmental interest being advanced” or that the regulation is “purely arbitrary, capricious, and unfounded.” *Frericks v Highland Twp*, 228 Mich App 575, 594 (1998). To prove a regulation categorically denies a property owner use of the land, it must be shown that the owner is completely denied of “all economically beneficial or productive use of the land.” *K&K Const, Inc*, 456 Mich at 585. Even when a regulation does not amount to a categorical taking, a regulation may be so “burdensome to rise to the level of a taking” analyzing three factors: “(1) the character of the governmental action,

(2) the economic effect of the regulation on the claimant, and (3) the extent to which the regulation interfered with distinct investment-backed expectations.” *Id. citing Penn Central Transportation Co v New York City*, 438 US 104 (1978).

Howell-Mason initially couches its regulatory taking claim in terms of the Zoning Ordinance failing to advance a legitimate state interest. Complaint, ¶¶ 83-91. But this Court has already recognized the interests underlying the relevant zoning regulations, so the only claim can be a categorical taking.

The mere fact that four broad land uses are permitted by right in the area forecloses the idea of a viable claim of Howell-Mason having been deprived of any economical viable use of its land (and a business presently operates on the property). *Dorman v Twp of Clinton*, 269 Mich App 638, 647 (2006) (“A plaintiff who asserts that he was ‘denied economically viable use of his land’ must show something more—“that the property was either unsuitable for use as zoned or unmarketable as zoned.”). In the context of the three *Penn Central* factors, Howell-Mason’s claims still fail. First, as it relates to the character of the government action, it is well established that zoning regulations are a “classic example” of governmental action that affect land. *Grand/Sakwa of Northfield, LLC v Twp of Northfield*, 304 Mich App 137, 146-47 (2014). Second, as it relates to the economic effect of the regulation on the claimant, the question is “whether the plaintiff was denied all use of even those preexisting property rights, those being under the zoning classification the plaintiff purchased the property at.” *Id.* at 148. The regulations complained of only affect one type of land use—there are permissible uses of the land for Howell-Mason. Third, and as it relates interference with investment-backed expectations, the law is clear: “[a] claimant who purchases land that is subject to zoning limitations with the intent to seek a modification of those limitations accepts the business risk that the limitations will remain in place or be only

partially modified.” *Id.* at 151. Howell-Mason purchased properly fully knowing the zoning regulations in place; it had no right to spend a significant amount of money preparing for a discretionary land use. All three factors cut against Howell-Mason. No taking exists.

Count VI is appropriately dismissed pursuant to MCR 2.116(C)(8) because the claims fail as a matter of law.

VI. Count VII – Unjust Enrichment is appropriately dismissed pursuant to MCR 2.116(C)(8) because the Township is authorized by Michigan law to charge for zoning review and there was an express contract covering the arrangement.

Unjust enrichment is an implied contract claim that results from the “unjust retention of money or benefits which in justice and equity belong to another.” *Tkachik v Mandeville*, 487 Mich 38, 47-48 (2010). “A claim of unjust enrichment requires the complaining party to establish (1) the receipt of a benefit by the other party from the complaining party and (2) an inequity resulting to the complaining party because of the retention of the benefit by the other party.” *Karaus v Bank of NY Mellon*, 300 Mich App 9, 22 (2012). “An implied contract cannot be enforced where the parties have made an express contract covering the same subject matter.” *Scholz v Montgomery Ward & Co*, 437 Mich 83, 93 (1991).

Howell-Mason alleges the Township charged it \$8,900 for its zoning review⁵ and that it would be inequitable to allow the Township to retain the funds provided it lacked the authority to grant the special land use permit. Complaint, ¶ 92-98. The claim for unjust enrichment fails for two reasons. First, in its allegations Howell-Mason concedes that there was a contract between the parties. Complaint, ¶ 93 (the Township required Howell-Mason to “sign an agreement”); *see also Exhibit K* (the contract). It is fundamental that an implied contract claim cannot exist when there

⁵ Charging a property owner for zoning review is authorized by Michigan law. MCL 125.3406; *see also Kircher v City of Ypsilanti*, 269 Mich App 224, 231-232 (2004).

is an express contract covering the same subject matter. *Scholz*, 437 Mich at 93; *Miller v Stevens*, 224 Mich 626, 632 (1923). Second, and assuming that the claim can even move forward provided the express contract, the mere fact that the special land use permit application resulted in denial does not make the retention of the funds unjust—the review was actually completed.

Count VII is appropriately dismissed pursuant to MCR 2.116(C)(8) because the claim fails as a matter of law.

VII. Count VIII – Injunctive Relief is appropriately dismissed pursuant to MCR 2.116(C)(8) because injunctive relief is not an independent cause of action.

It is well-settled in Michigan law that “an injunction is an equitable remedy, not an independent cause of action.” *Terlecki v Stewart*, 287 Mich App 644, 665 (2008). A request for a remedy cannot be the basis for a cause of action because “it is not the remedy that supports the cause of action, but rather the cause of action that supports a remedy.” *Henry v. Dow Chem Co*, 473 Mich 63, 96-97 (2005). The point here is simple: Howell-Mason’s claim for injunctive relief fails as a matter of law because it is not an independent cause of action.

Count VIII is appropriately dismissed pursuant to MCR 2.116(C)(8).

VIII. Count IX – Preemption/Conflict with State Law is appropriately dismissed pursuant to MCR 2.116(C)(7) because this Court addressed the identical issue and arguments in its disposition of the appeal and pursuant to MCR 2.116(C)(8) because the claim of preemption fails as a matter of law.

A zoning ordinance regulation is preempted by state law only if “(1) the statute completely occupies the field that the ordinance attempts to regulate, or (2) the ordinance directly conflicts with a state statute.” *Rental Prop Owners Ass’n of Kent Co*, 455 Mich 246, 257 (2014). The four *Llewellyn* factors guide the analysis related to whether state law preempts the Township’s prohibition on gas stations being located near wellhead protection areas. *People v Llewellyn*, 401 Mich 314, 323-24 (1977).

The primary argument made by Howell-Mason in its appeal of the Township Board's decision was that the prohibition on gas stations in wellhead protection areas was preempted. This Court extensively analyzed the arguments, finding that they were erroneous:

Appellant challenges Section 16.11(C)(8) as being preempted by State law or in conflict with State law, but then selectively defines the field of regulation to be those areas of State law that regulate drinking water and wellhead protection – areas of law which are notoriously comprehensively regulated by the State. Appellant's definition of "field" is erroneous at best or deliberately misleading at worst. The Zoning Ordinance does not seek to regulate [either of these fields] ...Appellant's unwritten underlying premise – that any municipal regulation that arises from a concern for environmental protection is itself an environmental regulation – is fundamentally flawed, and it renders their entire analysis faulty. *Howell-Mason v. Howell Township*, Livingston County Circuit Court, 2024-350-AA.

The preemption arguments cannot be re-litigated through this case. *Duncan v State*, 300 Mich App at 194. Even if Howell-Mason had another opportunity to present these preemption arguments, the arguments would fail as a matter of law for the same reasons this Court recognized already.

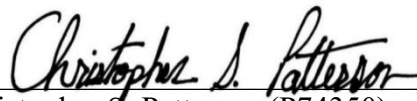
Count IX is appropriately dismissed pursuant to MCR 2.116(C)(7) because they were already litigated and pursuant to MCR 2.116(C)(8) because they fail as a matter of law.

CONCLUSION

Howell Township respectfully requests that the Court grant its motion and dismiss all claims made by Howell-Mason in this lawsuit with prejudice.

Respectfully submitted,

Fahey Schultz Burzych Rhodes PLC
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**STATE OF MICHIGAN
IN THE 44TH CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

HOWELL-MASON, LLC,
a Michigan Limited Liability Company,

Howell-Mason,

Case No. 24-32242-CZ

v

HON. MATTHEW J. McGIVNEY

HOWELL TOWNSHIP,
a Michigan General Law Township,

Defendant.

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INDEX OF EXHIBITS

Exhibit A	Howell Township Zoning Map
Exhibit B	Howell-Mason Initial Special Land Use Permit Application
Exhibit C	Howell-Mason Supplemental Special Land Use Permit Application
Exhibit D	November 21, 2023, Howell Township Planning Commission Meeting Minutes
Exhibit E	Carlisle Wortman Association, Inc. Report
Exhibit F	Marion, Howell, Oceola, and Genoa Sewer and Water Authority Letter

Exhibit G	Community Letters in Opposition
Exhibit H	December 11, 2023, Howell Township Board Meeting Minutes
Exhibit I	Excerpt from October 22, 2024, Oral Arguments
Exhibit J	October 7, 2024, Howell-Mason's Application for Leave to Appeal
Exhibit K	Reimbursement Agreement
Exhibit L	Appellee Howell Township's Response to Appellant's Brief on Appeal

**HOWELL TOWNSHIP
AMENDED TAX EXEMPTION ORDINANCE - UNION AT OAK GROVE
ORDINANCE NO. 289**

At a regular meeting of the Township Board of Howell Township, Livingston County, Michigan, held at 3525 Byron Rd., Howell, Michigan 48855 on the 9th day of December, 2024, at 6:30 P.M., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Township Board Member _____:

An Ordinance to amend the Howell Township Tax Exemption Ordinance – Union at Oak Grove to amend Section 9 provide for an extension of the duration of time in which the housing project will be completed, extending that time from December 31, 2023 to December 31, 2024.

THE TOWNSHIP OF HOWELL, LIVINGSTON COUNTY, MICHIGAN ORDAINS:

SECTION 1. AMENDMENT TO SECTION 9: DURATION: The Township amends Section 9 to change the completion date of the housing project from December 31, 2023 to December 31, 2024 and amended Section 9 shall read as follows:

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate until the later of thirty (30) years from either May 11, 2022 or the first full year of development operations. Notwithstanding the foregoing, this Ordinance shall automatically terminate if the housing project is no longer subject to income and rent restrictions under the LIHTC Program, qualifies for the LIHTC Program, fails to receive or maintain Authority approval, or the housing project does not commence on or before December of 2021, and is not completed by December 31, 2024.

SECTION 2. SEVERABILITY.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 3. INCONSISTENT ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict, including the predecessor Ordinances adopted May 20, 2020, and February 17, 2021.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect immediately following its publication as provided by law.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

HOWELL TOWNSHIP:

BY: _____

ADOPTED: _____

PUBLISHED: _____

EFFECTIVE: _____

CERTIFICATION

I, Sue Daus, the Clerk of Howell Township, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 289 adopted by the Howell Township Board at a regular meeting held on December 9, 2024.

Notice of adoption and publication of the Ordinance was published in the _____ on _____, 2024. The Ordinance shall be effective on _____, 2024, immediately following publication.

By: _____

Sue Daus, Township Clerk

**Howell Township
Human Resources Committee Meeting
November 19, 2024 4:00 pm**

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

October 28th Letter to the Township Board

Township Board members received an email from Shane Fagan regarding his concerns for the events that transpired at the October Board meeting between public attendee Tim Boal and Township Trustee Bob Wilson. The Township asked the Livingston County Sheriff's Office for a report from the Deputy on the incident in question. The HR Committee reviewed Mr. Fagan's concerns and the Deputy's report. It is the consensus of the HR Committee that there are no actionable items in Mr. Fagan's letter to the Township.

Respectfully submitted,
Jonathan Hohenstein

To The Howell Township Board.

After the planning commission meeting on October 22, 2024 I was thanking deputy Chuff for his service at the meeting when he made the following statement to the best of my recollection this is the dialogue that took place.

Deputy "I had never been so concerned of a shootout as I was in the last meeting"

Myself "because of the scuttle between Bob and Tim?"

Deputy "Yes and prior to the meeting Tim had approached me and stated he was packing"

Myself "I had heard him say something to you after he followed you into the bathroom. I assumed it had something to do with Bob. I didn't know you could carry in here, Is that if you have a concealed carry permit"

Deputy " Well it's because he's retired law enforcement"

Myself "I didn't know that"

This didn't concern me initially till I recalled the full scope of the events of the October 7th Regular township meetings.

When I arrived at the Oct.7th meeting I was signing into the public attendance sheet when Deputy Chuff arrived just behind me and he entered the mens bathroom. As I was signing my name another gentleman was approaching my direction from my right side as I was facing the sign in sheet and I greeted the person not looking at them only to realize it was Mr.Boal greeted me back I quickly looked over my left shoulder to confirm the face with the voice I heard. I saw him follow Deputy Chuff into the restroom. Some conversation took place however I didn't hear it clearly enough to quote any dialogue.

During the call to the public as you know Mr.Boal made a long winded statement accusing Trustee Wilson of stolen valor. It is my belief that Mr.Boals' intentions were to provoke Mr.Wilson into approaching him aggressively enough that Mr.Boal could use his concealed firearm to use deadly force against Mr.Wilson.

Perhaps my belief is not the case. However, I certainly don't feel safe knowing Mr.Boal has the ability to carry a firearm into the township meetings. Especially considering all the conflict that continuously surrounds him. If anyone knew or felt safe with Mr.Boal being an appropriate first responder there wouldn't be a need to retain the Livingston County Sheriff's Department to attend the meetings.

I would ask that you address this situation in the following board meeting.

Thanks,

Shane Fagan



Michael J. Murphy
Sheriff

Jason C. Pless
Undersheriff

LIVINGSTON COUNTY

OFFICE OF THE SHERIFF

COMMUNICATION | INTEGRITY | SELFLESS | TRUSTWORTHY

10/30/2024

Regarding the letter sent to the Howell Township Board drafted by Mr. Shane Fagan:

To address the conversation between Mr. Fagan and myself, Mr. Fagan has provided a fairly accurate portrait of what was said with a few exceptions. At no point did I tell him Tim Boal advised me "he was packing". When Mr. Fagan asked me what Mr. Boal said to me in the bathroom, I informed Mr. Fagan that Boal advised me he was armed, and reminded me that he was a retired police officer. I did mention to Mr. Fagan that the situation may have been the closest I had been to a shooting right in front of me, and I also explained to Mr. Fagan that perhaps I have watched too many true crime shows and documentaries such as "Fear Thy Neighbor".

When Mr. Fagan asked why Mr. Boal would tell me he was armed, I explained to Mr. Fagan that this was not uncommon for off-duty or retired police to notify on duty police as a courtesy.

On 10/28/2024, I contacted Mr. Fagan as he had left me a voicemail requesting a return phone call. Mr. Fagan told me over the phone that he believed there was a safety concern for all that attend these meetings if Mr. Boal was carrying a weapon to these meetings. Mr. Fagan further suggested that based on the circumstances, that Mr. Boal committed a criminal act. I explained to Mr. Fagan that Mr. Boal carried a weapon legally, and that unfortunately there is no way to prove Mr. Boal's intent or state of mind if the purpose of carrying a weapon was to illicit a physical attack from Mr. Bob Wilson in order to react in self-defense. Mr. Fagan informed me that he planned to inform Howell Township of his concerns to which I encouraged Mr. Fagan to do so but asked that he quote me properly or not at all regarding the wording that was used by Mr. Boal when he informed me that he was armed.

On 10/29/2024, I received a request from central dispatch to contact Mr. Tim Boal. I contacted Mr. Boal who advised me that he had already filed a police report with Deputy Hulse regarding some social media posts by Mr. Wilson. Mr. Boal indicated that according to Mr. Wilson I was shaking in my boots and very fearful of what might transpire. I explained to Mr. Boal that this was inaccurate. I further explained to Mr. Boal that I have also spoken to Mr. Fagan regarding our previous conversation. Mr. Boal indicated that he reached out to me to clarify that he had no malicious intent and only informed me of being armed at the meeting in question as a courtesy.

Deputy Brian Chuff

**Township Board Appointments
November 20, 2024**

The following board seats have terms expiring at the end of 2024:

Planning Commission:

Wayne Williams – Term ending 12/31/2024

Mike Newstead – Term ending 12/31/2024

Chuck Frantjeskos – Term ending 12/31/2024

Zoning Board of Appeals:

Jim McEvoy – Term ending 12/31/2023

Wayne Williams – Term tied to appointment of the Planning Commission and reappointment to ZBA is determined by the Planning Commission.

New Members

Due to the election the following seat is open and will need to be filled:

Tim Boal's seat on the Planning Commission – Term ending 12/31/2026

The Township Supervisor appoints Planning Commission members subject to Township Board approval. Planning Commission members serve for a three-year term and are eligible for reappointment as long as they meet the eligibility requirements. All members shall be qualified electors of the Township, except one member may have an established business in the Township who is a resident and qualified elector in another municipality. Membership shall be representative of the major interests in the Township, including, but not limited to, industry, commerce, agriculture, natural resources, education, recreation, transportation, public health and safety and government. The membership shall also be representative of the Township's different population characteristics and geographical distribution to the extent possible. This provision shall be applied as new members are appointed to fill vacancies, but this shall not be construed to restrict the reappointment of any serving member.

The Township Board appoints ZBA members who serve for a three-year term, except for the members from the Planning Commission and the Township Board, whose terms are determined by their membership on the other boards. Members must be electors of the Township.

Respectfully submitted,

Jonathan Hohenstein

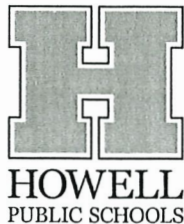
BOARD POSITIONS

TOWNSHIP BOARD					
4 YEARS					
POSITION	NAME	REP TO:	TERM START	TERM ENDING	OATH
Supervisor	Mike Coddington	MHOG/FIRE/HR/FMC/ Election Comm /Shiawassee River	11/20/2020	11/20/2024	*
Clerk	Sue Daus	HAPRA/HR/FMC/ Property/WWTP/ Election Comm	8/28/2023	11/20/2024	*
Treasurer	Jonathan Hohenstein	HR/FMC/Fire Alt/MHOG Alt/Election Comm /Property / WWTP/Park and Rec	11/20/2020	11/20/2024	*
Trustee	Matthew Counts	PC/MHOG/FIRE Alt	11/20/2020	11/20/2024	*
Trustee	Jeff Smith	Property/ZBA	11/20/2020	11/20/2024	*
Trustee	Harold Melton	HAPRA Alt/ZBA Alt	11/20/2020	11/20/2024	*
Trustee - partial term	Bob Wilson	PC Alt	11/20/2022	11/20/2024	*
Deputy Supervisor	Brent Kilpela	WWTP/FMC	11/20/2020	11/20/2024	*
Deputy Clerk	Tanya Davidson		8/28/2023	11/20/2024	*
Deputy Treasurer	Teresa Murrish	Park and Rec./Shiawassee River	11/20/2020	11/20/2024	*
PLANNING COMMISSION					
3 YEARS					
POSITION	NAME	REP TO:	TERM START	TERM ENDING	OATH
Chair	Wayne Williams	ZBA	1/1/2022	12/31/2024	*
Vice-Chair	Robert Spaulding		7/10/2023	12/31/2026	*
Commissioner	Mike Newstead		3/20/2023	12/31/2024	*
Commissioner	Chuck Frantjeskos		5/13/2024	12/31/2024	*
Commissioner	Tim Boal		10/2/2023	12/31/2026	*
Commissioner	Paul Pominville		1/1/2021	12/31/2026	*
Board Representative	Matthew Counts		12/20/2020	11/20/2024	*
Board Representative- Alterna	Bob Wilson		4/10/2023	11/20/2024	*
ZBA					
3 YEARS					
POSITION	NAME	REP TO:	TERM START	TERM ENDING	OATH
Member	Jim McEvoy		10/2/2023	12/31/2024	*
Member	Kenneth Frenger		1/1/2021	12/31/2026	*
Member	Carol Weaver		1/9/2023	12/31/2026	*
PC Representative	Wayne Williams		10/2/2023	12/31/2024	*
Board Representative	Jeff Smith		3/21/2023	11/20/2024	*
Board Representative - Alterna	Harold Melton		1/1/2021	11/20/2024	*
BOARD OF REVIEW					
2 YEARS					
POSITION	NAME	REP TO:	TERM START	TERM ENDING	OATH
Member	Bill Graham		1/1/2023	12/31/2024	*
Member	Jonathan Dekoninck		9/11/2023	12/31/2024	*
Member	Carol Makushik		1/1/2023	12/31/2024	*
Alternate	Robert Spaulding		9/11/2023	12/31/2024	*
Alternate	Aaren Currie		1/1/2023	12/31/2024	*

RECEIVED

OCT 23 2024

HOWELL TOWNSHIP



COPY

October 15, 2024

Ms. Sue Daus
Howell Township
3525 Byron Road
Howell, MI 48855

Re: 2025 Summer Tax Collection

Dear Ms. Graham,

Attached please find a copy of our annual summer tax collection resolution recently passed by the Board of Education. This resolution authorizes collection of the school district's taxes this next summer. Through its resolution, the Board has determined to collect 100% of the 18 mills non-homestead and 50% of the debt millage.

In past years we have paid a \$3.00 per parcel fee for this collection. The fee was paid to offset your costs that were incurred for collecting the summer school tax.

Enclosed please find an Agreement for Collection of Summer School Property Taxes. If the per parcel fee is acceptable please sign and return this form to the address at the bottom of this memo.

I can be reached at 517-548-6237 if you have any questions.

Sincerely,

Ben Engelter
Assistant Superintendent of Finance

BE/mm

enc.

cc: Treasurer

COPY

AGREEMENT FOR COLLECTION OF SUMMER SCHOOL PROPERTY TAXES

AGREEMENT made this _____ day of _____, 20____ by and between Howell Public Schools, with offices located at 411 N. Highlander Way, Howell, MI 48843 (hereinafter "School District") and Howell Township with offices located at 3525 Byron Road Howell, MI 48855 (hereinafter "Township"), pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a Summer levy of School District property taxes for the year 2025.

The parties agree as follows:

1. The Township agrees to collect 100% of the total school non-homestead property taxes and 50% of the school debt property taxes as certified by the School District for levy on July 1, 2025 on property located within the Township. Interest earned on said taxes will be retained by the township.
2. The School District agrees to pay Township costs of assessment and collection as follows:

\$ 3.00 per parcel

It is understood that the tax rate as spread by the Township would also reflect the sum of 100% of the taxes of the Livingston Education Service Agency.


3. No later than June 15, 2025 the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection in 2025.
4. The Township Treasurer shall account for and deliver summer school tax collections as follows:
 - a. Summer Tax collections shall be paid to the School District within ten (10) business days from the 1st and 15th of each month. At your discretion, you may elect to discontinue summer tax disbursements to Howell Public Schools in November, December, January, and March.

Signature authorized by Board
of Education Resolution of
October 14, 2024 (date)

SCHOOL DISTRICT



President



Secretary

Signature authorized by Board
of Trustees Resolution of
_____ (date)

TOWNSHIP

Supervisor

Clerk

ANNUAL SUMMER TAX RESOLUTION

Howell Public Schools

A regular meeting of the Board of Education of Howell Public Schools (the "District") was held in the Administration Building Edinburgh Room on the 14th day of October, 2024 at 7:00 o'clock p.m.

The meeting was called to order at 7:00 o'clock, p.m. by President Tarara.

Present: Members Tarara, Pasini, Earl, Conn, Bedford, Marhofer, Zurek

Absent: n/a

The following preamble and resolution were offered by Member Marhofer and supported by Member Pasini.

WHEREAS:

1. This Board of Education previously adopted a resolution to impose a summer property tax levy to collect all of the non-homestead school property taxes, and one-half debt service, upon property located within the school district and continuing from year to year until specifically revoked by this Board of Education; and
2. The Revised School Code, as amended, requires formal action of the Board of Education every year to continue the summer tax levy.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board of Education, pursuant to the Revised School Code, as amended, hereby invokes for 2025 its previously adopted ongoing resolution imposing a summer tax levy of all the non-homestead school property taxes, and one-half debt service, and continuing from year to year until specifically revoked by this Board of Education, and requests each city and/or township in which this district is located (and in which a local school district or city is concurrently imposing a summer tax levy*) to collect those summer taxes.
2. The Superintendent, school business official, or his/her designee, is authorized and directed to forward to the governing body of each city and/or township in which this district is located (and in which a local school district or city is concurrently imposing a summer tax levy*) a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2025 in the amount specified in this resolution. Said resolutions and the request to collect the 2025 summer tax levy shall be forwarded so that they are received by the appropriate governing bodies.

3. The Superintendent, school business official, or his/her designee, is authorized and directed to negotiate on behalf of this District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MSL 380.1612. Any such proposed agreement shall be brought before this Board of Education for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Members Tarara, Pasini, Earl, Conn, Bedford, Marhofer, Zurek

Nays: Members: n/a

Resolution declared adopted.



Brent Earl
Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of Howell Public Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on the 14th day of October, 2024, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provision of the "Open Meetings Act" (1976 PA 267, as amended).



Brent Earl
Secretary, Board of Education

*To be used only by ISD's at their discretion.

NOV 25 2024

SUMMER TAX COLLECTION AGREEMENT

HOWELL TOWNSHIP

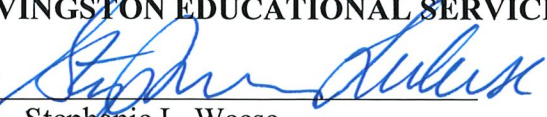
The Township of Howell with offices located at 3525 Byron Rd., Howell, Michigan (the "township") pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a summer levy of Livingston Educational Service Agency, Michigan (the "Agency") property taxes for the year 2025 and hereafter as provided below:

The Agency and the Township agree as follows:

1. The Township agrees to collect 100% of the total school millage in the summer as certified by the Agency for levy on all taxable property in addition to and not within the K-12 school district summer tax collection, including principal residence and other exempt property not subject to the 18 mill levy within the Fowlerville Community Schools and Howell Public Schools.
2. All interest and penalties, other than collection fees, that are imposed prior to the date the taxes are returned delinquent and that are attributable to school taxes, shall belong to the Agency.
3. The Agency agrees to pay the Township costs of assessment and collection at \$3.00 per parcel which represents reasonable expenses incurred by the Township in assessing and collecting Agency taxes, to the extent that the expenses are in addition to the expenses of assessing and collecting other taxes at the same time.
4. The Agency shall certify to the Township Treasurer the school millage to be levied on property for summer collection to the Township via a signed L-4029 within 3 weeks of Livingston County Equalization delivering their tax roll information to the Agency, or by June 15, whichever is earlier.
5. The Township Treasurer shall account for and deliver summer school tax collections to the Agency within ten (10) business days from the 1st and 15th of each month via electronic transfer, if and when possible.
6. In the event that state law is amended necessitating changes to this Agreement, the parties agree to negotiate changes to the Agreement in good faith to conform the Agreement to state law. Collection of summer taxes and payment for said collection shall not be disrupted or delayed due to the negotiation of or revision to this Agreement.
7. By execution of this Agreement, both parties certify and represent that the Agreement is authorized by the laws of the State of Michigan, that the individuals responsible for collecting the Agency taxes are and will be in compliance with all laws pertaining to their duties and responsibilities as a tax collecting agent, and that the signors are authorized by their respective governing bodies to execute this Agreement.
8. This Agreement is effective on the date of its execution and shall expire twelve months from the effective date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates indicated below.

LIVINGSTON EDUCATIONAL SERVICE AGENCY, MICHIGAN

By 
Stephanie L. Weese

Its: Assistant Superintendent for Administrative Services

Dated: November 15, 2024

RECEIVED

NOV 25 2024

HOWELL TOWNSHIP

TOWNSHIP OF HOWELL: _____

By _____

Its _____

Dated _____

RECEIVED

NOV 25 2024

HOWELL TOWNSHIP

ANNUAL SUMMER TAX RESOLUTION

Livingston Educational Service Agency

A regular meeting of the Board of Education (the "Board") was held in the Livingston Educational Service Agency Administration Building on the 13th day of November, 2024, at six o'clock p.m.

The meeting was called to order at 6:01 p.m., by President Loy

Present: Loy, Fryer, Cortez, Kaiser, Jankowski

Absent:

The following preamble and resolution were offered by Member Cortez and supported by Member Jankowski

WHEREAS:

1. This Board of Education previously adopted a resolution to impose a summer property tax levy to collect all of school property taxes, including debt services, upon property located within the school district and continuing from year to year until specifically revoked by this Board of Education; and

2. The Revised School Code, as amended, requires formal action of the Board of Education prior to January 1 every year to continue the summer tax levy.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board of Education, pursuant to the Revised School Code, as amended, hereby invokes for 2025 its previously adopted ongoing resolution imposing a summer tax levy of all of school property taxes, including debt service, and continuing from year to year until specifically revoked by this Board of Education, and requests each city and/or township in which this Agency is located (and in which a local school district or city is concurrently imposing a summer tax levy) to collect those summer taxes.

2. The Superintendent, school business official, or his/her designee, is authorized and directed to forward to the governing body of each city and/or township in which this Agency is located (and in which a local school district or city is concurrently imposing a summer tax levy) a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each city and/or township agree to collect the summer tax levy for 2025. Said resolutions and the request to collect the summer tax levy shall be forwarded so that they are received by the appropriate governing bodies before January 1, 2025.

RECEIVED

NOV 25 2024

HOWELL TOWNSHIP

3. The Superintendent, school business official, or his/her designee, is authorized and directed to negotiate on behalf of this Agency with the governing body of each city and/or township in which the Agency is located for the reasonable expenses for collection of the Agency's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.


Ayes: Members Fryer, Cortez, Kaiser, Jankowski, Log

Nays: Members

Resolution declared adopted.


Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of the Livingston Educational Service Agency, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on November 13th, 2024, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (1976 PA 267, as amended).


Secretary, Board of Education

Monthly Permit List

Residential Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P24-183	SUPERIOR CUSTOM HOMES	4706-29-301-319	\$50.00	\$0.00
	Work Description: 10' x 12' trex deck with stairs			
P24-186	C & L WARD BROS CO INC	4706-33-400-024	\$75.00	\$0.00
	Work Description: Altering of the opening of 1 window in the home to accommodate a patio door using a new header along with replacing 2 windows			
P24-185	TERRAZA CONSTRUCTION LLC	1931 E MARR	\$10.00	\$0.00
	Work Description: Tear off and re-shingle roof.			
P24-182	RENEWAL BY ANDERSEN - Store 92	3335 W MARR RD	\$10.00	\$0.00
	Work Description: Replacing 10 windows			
P24-181	MCCURDY JOHN K	1370 MASON RD	\$10.00	\$0.00
	Work Description: Re-roof house - no structural changes			
P24-184	SUPERIOR CUSTOM HOMES	1013 STONEHEDGE DR	\$50.00	\$0.00
	Work Description: 10' x 12' trex deck with stairs			
P24-180	Freedom Forever Michigan LLC	2634 THISTLEWOOD DR	\$50.00	\$0.00
	Work Description: solar panel - roof installation			

Total Permits For Type:	7
Total Fees For Type:	\$255.00
Total Const. Value For Type:	\$0.00

Grand Total Fees:	\$255.00
Grand Total Permits:	7.00

Code Enforcement List

12/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
70 HENDERSON RD Complaint	LESPERANCE CHRIS A	4706-24-301-017	12/02/2024	ANONYMOUS	OPEN - COMPLANT RECEIVE
Dumpster on site for months. Piles of debris on site and people dropping off garbage and adding to piles of debris.					

Comments

5704 CRANDALL RD Complaint	JEWETT RICHARD L &	4706-05-200-004	11/25/2024	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
A person is living in an RV in the back of the property against Township Ordinance.					

Comments

Code Enforcement List

12/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
1044 DURANT DR Complaint	EM TCK II LLC	4706-28-401-034	09/26/2024		OPEN - COMPLANT RECEIVE
Excessive blowing noise that can be heard in Jonathan's Landing with windows and doors closed.					
Comments					
9.25.24 - Complaint received. Site visit to 1044 Durant Drive and Jonathan's Landing. No noise was observed. Will return on Monday morning (when noise usually starts.)					
9.30.24 - Site visit to Jonathan's Landing. Verified noise as described. Site visit to 1044 Durant Drive. All doors locked. Letter sent to owner.					
10.31.24 - Received additional complaint about the noise level.					
11.6.24 - Site visit, noise present. Phone numbers for owner did not work. Emailed owner.					
11.14.24 - Spoke to owner, owner provided their recorded decibel readings, agreed to future date that I could be on-site and record readings alongside their reader.					
4141 W GRAND RIV Complaint	TONON CHIARINA S	4706-20-400-012	09/24/2024		OPEN - COMPLANT RECEIVE
House is neglected, building unsafe, junk in yard.					
Comments					
9.24.24 - Contacted Livingston County Building Department RE performing dangerous building inspection.					
10.3.24 - Received LCBD determination letter. Contacted Spicer RE Dangerous Buildings Hearing Officer availability. Spicer does not currently have availability to perform these duties.					
10.17.24 - Letter sent to owner.					

Code Enforcement List

12/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5407 OAK GROVE RD Complaint	RAMIREZ JUSTICE	4706-02-401-008	09/10/2024	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Garbage outside on the lawn surrounding the house and overflowing from the garage. Garbage is attracting vermin.					
Comments					
9.10.24 - Complaint received. Site visit completed. Letter sent to owner and to bank.					
10.8.24 - Site visit completed. No change in condition. Letter sent to owner and to bank.					
10.17.24 - Original certified letter to owner returned.					
10.21.24 - Letter posted on the house.					
11.6.24 - Site visit. Letter is no longer posted to the house. No change in condition.					
30 SANTA ROSA DR Complaint	FAGAN SHANE	4706-33-400-050	07/02/2024		OPEN - COMPLANT RECEIVE
Owner is operating a manufacturing business in the SFR zoning district.					
Comments					
7.2.24 - Reviewed information regarding Speakeasy Speed Shop. Not a permitted use in the SFR zoning district. Violation letter sent to owner.					
8.1.24 - Site visit completed. No observed business activity at site.					
9.4.24 - Site visit completed. Searched website and watched YouTube videos. Industrial use is continuing at this location in SFR Zoning district. Letter sent to owner.					
9.30.24 - Communication from owner received, attached. Owner is requesting Township Board to modify home occupation portion of Zoning Ordinance to allow this use in SFR Zoning. Enforcement action will pause until a decision has been made.					
10.16.24 - Ticket submitted to Court					
10.17.24 - Ticket presented to homeowner. Discussion with homeowners.					
11.14.24 - Ticket not paid. Owner has requested a formal hearing.					

Code Enforcement List

12/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3265 W GRAND RIVER A Complaint Starting to add more parking on adjacent lot owned by MDOT without permits.	AMERICAN LEGION P	4706-28-200-010	05/21/2024		OPEN - COMPLANT RECEIVE
Comments 4.25.24 - Received call regarding work being done by American Legion. Site visit, verified work was underway. Contacted MDOT RE approval. 5.21.24 - Site visit completed, violation still present. Sent letter to American Legion. 6.18.24 - Site visit. More work has been completed including installing gravel in excavated area and a tent and fencing has been erected next to gravel area on MDOT property. Letter sent to American Legion. 8.1.24 - Site visit completed. Tent and fencing have been removed, large pile of dirt has been removed, additional gravel parking area still on MDOT property. 9.4.24 - Site visit completed. Violation still present. Posted Notice of Violation Ticket to front door, mailed a copy of the violation. Ticket #: 0202 9.4.24 - Phone conversation with Commander Laura Goldthwait. Requested letter explaining the violation and steps moving forward. Mailed to Legion, emailed to Laura, attached. 9.12.24 - Received correspondence from Legion's attorney denying all responsibility. Documents provided to Township's attorney. Township's attorney has contacted Legion's attorney. 10.8.24 - Site visit completed. Photos of Legion using the additional parking attached.					
3590 W GRAND RIV Complaint Zoning Violations:Outdoor storage without screening, setback issues, parking not hard surfaced, no sign permit.	HASLOCK PROPERTIE	4706-28-100-024	05/06/2024		OPEN - FIRST LETTER SENT
Comments 5.13.24 - Violation letter to Occupant returned. 5.20.24 - Received phone call from owner. Will be preparing a site plan to take before the Planning Commission for approval. 6.20.24 - Received phone call from owner, discussed site plan requirements. 9.4.24 - Sent letter to owner RE site plan progress. 9.12.24 - Spoke to owner, Engineer has site plans almost complete. Will submit for review in the near future.					

Code Enforcement List

12/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5057 WARNER RD Complaint LARGE AMOUNT OF JUNK AND LITTER IN THE YARD.	HARTER EDWARD H	4706-19-200-005	03/14/2022	PUBLIC/ EMAIL	OPEN - SECOND LETTER SEN

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.

3.20.24 - Site visit. No remediation of issues has taken place. Photos attached.

3.25.24 Spoke to owner. Owner is working on cleaning up the property, has dumpsters being delivered, scrap is in piles and ready to be taken to the scrap yard. Has requested 3 months to get the property cleaned up. Letter sent in confirmation of agreement. Scheduled visit for June 25th.

4.23.24 - Site visit. Violation still present. Scheduled reinspection.

5.20.24 - Site visit. Work has been started. Violation still present. Scheduled reinspection.

6.18.24 - Site visit. Violation still present, no evidence of continued clean up activity. Will reinspect on June 25th as agreed.

6.25.24 - Site visit. Minimal changes to site, violation still present. Letter sent to owner.

8.1.24 - Site visit completed. Owner still working on clean-up.

9.4.24 - Site visit completed, spoke to homeowner. Owner claims to have back of property nearly complete. Dumpster to be arriving next week, neighbors helping to remove scrap in the next few days.

10.8.24 - Site visit completed. No evidence of activity. Final violation letter sent to owner.

11.6.24 - Site visit completed. No evidence of activity. Will check property on 11.14.24 per letter.

11.14.24 - Site visit completed. No evidence of activity. Ticket number 0204 issued. Ticket mailed to homeowner 11.18.24.

Records: 9

Population: All Records

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

MTT UPDATE:

Howell W P Acquisition Group, LLC v Howell Township: Filed answer to appeal on July 2nd. The Michigan Tax Tribunal Prehearing General Call set for July 16, 2025, with valuation disclosure due by March 19, 2025. Have had a phone discussion with attorney Paul Burns about the appeal. They are prepared to hire an independent appraiser. They have a pending appeal against the City of Howell. They also have consent judgements in different areas of the state.

SMALL CLAIMS TRIBUNAL:

No appeals at this time.

ASSESSING OFFICE:

ASSESSOR: The field work with the new oblique imagery started in June. We are through Section 14 for the Residential and Agricultural Classes. I attended the first BS&A Cloud user group meeting with my Deputy. Things learned in the user group meeting should help using the software going forward.

OTHER: The 2023-2024 financial audit has started. It will be completed by the end of December. This will be the first audit completed while on the BS&A Cloud software.

DRAFT

**HOWELL TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES**

3525 Byron Road Howell, MI 48855

November 19, 2024

6:30 P.M.

MEMBERS PRESENT:

Wayne Williams Chair
Robert Spaulding Vice Chair
Mike Newstead Secretary
Matt Counts Commissioner

Tim Boal Commissioner
Chuck Frantjeskos Commissioner

MEMBERS ABSENT:

Paul Pominville Commissioner

Also in Attendance:

Township Planner Paul Montagno, Heritage Square engineer Kevin McDevitt and Zoning Administrator Jonathan Hohenstein

Chairman Williams called the meeting to order at 6:30 pm. The roll was called. Chairman Williams requested members rise for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Motion by Boal, **Second** by Counts, “**Modification if we could replace or basically just switch number 11 and number 12, make business items or business number 11.**” Motion carried.

APPROVAL OF THE MEETING MINUTES:

October 22, 2024

Motion by Spaulding, **Second** by Frantjeskos, “**To approve the minutes.**” Motion carried.

CALL TO THE PUBLIC:

Curtis Hamilton, 1367 Crestwood: Spoke on the Wellhead Protection District and Mugg & Bopps

Sharon Lollo, 2650 Fisher Rd: Spoke on concern of rental ADUs

Julie Mullens, 3885 Mason Rd: Spoke on Wellhead Protection and opposition of Mugg & Bopps

Jenni Johnson, 273 S. Burkhart: Spoke on Wellhead Protection and opposition of Mugg & Bopps

Shane Fagan, 30 Santa Rosa: Spoke in favor of shipping containers and rental ADUs

ZONING BOARD OF APPEALS REPORT:

None

TOWNSHIP BOARD REPORT:

Draft minutes are included in the packet. Vice Chairman Spaulding questioned time frame for installation of sound system in the board room.

ORDINANCE VIOLATION REPORT:

Report is included in the packet. No questions.

SCHEDULED PUBLIC HEARINGS:

None

BUSINESS ITEMS:

A. Old Business

1. Heritage Square, PC2024-15, Parcel #4706-32-400-013. Final Site Plan Review for PUD, Phase 1- Single Family Residential. The Board has approved the site plan with conditions, but they are still ironing out details of the development agreement. Engineering report is in the packet for review. Chairman Williams questioned if traffic studies have been completed by the County Road Commission. Heritage Square engineer Kevin McDevitt gave an update on the project. David Straub from MI Homes gave an update on time frames of development for phase one and phase two. Phase one will be 48 home sites starting in Spring 2025 and Phase two would be the second development starting in Spring 2026. Planner Montagno gave his update on the project. Commissioner Boal questioned PUD agreement/type, single family vs multi-family entities, setbacks from Burkhard Road and IRU's. Discussion followed. **Motion** by Spaulding, **Second** by Newstead, **"Approval for the final site plan review for Heritage Square PC2024-15, Parcel #4706-32-400-013 contingent upon the Planner's conditions of and this is for phase one, that the applicant must update their open space calculations that demonstrates the amount of open space that is being provided part of the proposed phase one. The draft plan should be finalized by a licensed/ registered Engineer or Architect. Number three, consider modifications to landscaping plan to improve better suited plantings surrounding detention basins and that a PUD agreement shall be completed and executed between the applicant and the Township and for the applicant to provide sheet C-11.0 also subject to the engineer letter dated November 12, 2024, the Howell Area Fire Departments review dated October 2, 2024, the Livingston County Drain Commissioners review on an email dated September 27, 2024, and finally the Road Commission review comments in their letter dated November 6, 2024."** Motion carried.
2. Storage Container Ordinance- Planner Montagno reported on the changes of the amendment to the accessory structure portion of the ordinance to allow for storage/cargo containers to be considered an accessory structure. Commissioner Counts questioned cargo container setbacks, placement, and permit requirements. Chairman Williams questioned roof overhangs regarding cargo containers. Commissioner Newstead questioned if permits for cargo containers will be required from the Building Department and cargo container limitations. Discussion followed. **Motion** by Boal, **Second** by Counts, **"Recommend approval of the draft language presented for the storage container accessory buildings with corrections added to the draft."** Motion carried.
3. ADU Ordinance- Planner Montagno reported on the changes to the ADU ordinance. Commissioner Boal discussed concerns on how the Township would regulate detached rentals in single family residential backyards that would not be intended for family. Commissioner Newstead discussed concerns with ADUs that are detached. Commissioner Counts questioned if deed restrictions are in place then the ordinance is changed. Planner Montagno discussed other possible options for the ADU ordinance. Discussion followed. It was the consensus of the Commissioners to work on a family oriented ADU ordinance. **Motion** by Spaulding, **Second** by Newstead, **"To postpone action on ADU ordinance discussion."** Motion carried.

- 4. Wellhead Protection Ordinance- Planner Montagno discussed what sections of the ordinance had changes or needed changes. Zoning Administrator Hohenstein will contact township attorney to be present for clarification/legal questions at the December meeting. Discussion followed. **Motion** by Counts, **Second** by Boal, **“To table the Wellhead Protection Ordinance until such a time that we have a redline copy.”** Motion carried.

- B. New Business
None

OTHER MATTERS TO BE REVIEWED BY THE PLANNING COMMISSION:

- A. Re-appointments for Members- Wayne Williams, Mike Newstead and Chuck Frantjeskos would like to remain on the Planning Commission. Re-appointments will go to the Board at the December meeting. Available seat for new Planning Commission member will be posted soon.
- B. Zoning Ordinance Section 14.19 Home Occupations- Board request to Review- Zoning Administrator Hohenstein discussed the Board’s request to have the Planning Commission review this ordinance to see if there are any changes, amendments or updates that need to be done. He discussed other options that were presented to the Board. Commissioner Boal disclosed that he is the neighbor to the member of the public that is requesting this ordinance to be reviewed. Commissioner Counts is concerned with changing the ordinance for one specific person and may fall under requirements of reviewing/updating all the Zoning Ordinances. Commissioner Spaulding questioned where the ordinance originated from. Planner Montagno informed members of the process to change all the Zoning Ordinances. Chairman Williams questioned storage containers in relevance to this ordinance. Planner Montagno discussed putting together information with questions to consider and examples of other municipality ordinances to discuss later and a proposal to update all Township ordinances. Discussion followed.

NEW BUSINESS:

None

CALL TO THE PUBLIC:

Curtis Hamilton: Spoke on Wellhead Protection Ordinance

Julie Mullens: Spoke on Ordinances

Jenni Johnson: Questioned if the Township attorney would be present at December meeting

ADJOURNMENT:

Motion by Spaulding, **Second** by Newstead, **“To adjourn.”** Motion carried. The meeting was adjourned at 9:15 P.M.

Date

Mike Newstead
Planning Commission Secretary

Marnie Hebert
Recording Secretary

Howell Township
Wastewater Treatment Plant Meeting
Meeting: November 20, 2024 10 am

Attending: Greg Tatara, James Aulette, Sue Daus, Jonathan Hohenstein

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

Hatch Stamping: Greg has created all of the documents and prepared contracts with vendors for Hatch Stamping. He will be meeting with them in the near future to provide them the information should they choose to move forward with his solution to their problem.

Union at Oak Grove Pump Station: This new pump station is getting close to being online and turned over to the Township. Because Union at Oak Grove received all approvals for the station prior to the Township updating its standards, the station is not outfitted with the KISM hardware. James has been in discussions with Kennedy to add all of the items now required as part of the Township's standards to this station. The estimated cost is \$10,000 for the hardware and installation. **The Committee recommends approval for Kennedy to provide and install the necessary hardware to bring the Union at Oak Grove station up to the Township's standards, not to exceed \$10,000.**

Air Release Valves: Three air release valves need to be replaced. James received a quote from Municipal Associates for \$3,594.00. **The Committee recommends approval for the quote from Municipal Associates for three air release valves for \$3,594.00.**

The Committee recommends the Board approve all sewer projects as presented.

Respectfully submitted,
Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



November 2024

Howell Township Wastewater System Operations Report November 2024

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- Attachment 1.1 – Written Operations Summary
- Attachment 1.2 - Plant Performance Summary
- Attachment 1.3 – EGLE Discharge Monitoring Report for October 2024
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- Attachment 1.5 – Brighton Analytical Data
- Attachment 1.6 – Poured Equipment Pad for RAS Pump
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Section 2 – Collection System Operation

- Attachment 2.1 – Written Maintenance Summary
- Attachment 2.2 – Weekly Pump Station Inspection Data
- Attachment 2.3 – Manhole Inspection Summary
- Attachment 2.4 – Manhole Inspection Cleaning
- Attachment 2.5 – Permit and Excavation Rental for Fisher Road Manholes
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- Attachment 2.7 – Quote for Hatch Stamping Pump Station
- Attachment 2.8 – Driveway for Union at Oak Grove Pump Station #79
- Attachment 2.9 – Monthly Miss Dig Log for October 2024
- Attachment 2.10 – Air Release Map, Photograph, and Quote for 3 New Air Releases

Section 3 – Repairs and Capital Improvements

- Attachment 3.1 – November 2024 Capital Projects Cost and Status Summary
- Attachment 3.2 – Wes Tech Invoice for 35% Release to Fabrication

Howell Township Plant Operations

Monthly Summary for October

This report outlines the key operational characteristics and performance for the wastewater treatment plant during October, as well as notable activities and updates.

Wastewater Treatment: A total of 9.87 million gallons (MG) of wastewater were treated in October, with no permit violations.

Preventative Maintenance: All scheduled preventative maintenance tasks were completed at the plant.

Biosolids Report: The annual Biosolids report was completed and submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

RAS Pump Installation: We are nearing completion of the new RAS pump installation. The equipment pad has been poured, and the pump has been set in place. We are now waiting for additional piping to arrive so the contractor can complete the installation.

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:
 - Poured Equipment Pad
- Sand Filters:
 - Normal Operation
- Post Aeration:
 - Normal Operation
- UV System:
 - Normal Operations
- Recycle Pump Station:
 - Flow Meter is Leaking in Valve Vault

Howell Township WWTP	
Plant Performance	Oct-24
HT WWTP Flows	
TOTAL MONTHLY EFF (MG)	9.39
TOTAL MONTHLY INF (MG)	9.87
Final Effluent Monitoring	
INF pH	7.02
EFF pH	7.03
INF NH3-mg/L	38.51
EFF NH3-mg/L	0.02
INF PO4-mg/L	6.40
EFF PO4-mg/L	0.24
INF TSS-mg/L	446.09
EFF TSS-mg/L	2.83
INF CBOD-mg/L	173.57
EFF CBOD-mg/L	0.73
<i>AVG.% NH3-N REMOVAL</i>	99.95%
<i>AVG.% TOTAL P REMOVAL</i>	96.24%
<i>AVG.% TSS REMOVAL</i>	99.37%
<i>AVG.% CBOD REMOVAL</i>	99.58%
<i>AVG.% OVERALL REMOVAL RATE</i>	98.79%
Chemical Used	
Ferric Gallons	1,369
Utilities	
Gas	39
Power KWH	40,640
Water Gallons	26,566
Sludge Processing	
Gallons Wasted	288,973
Gallons Hauled	
Weather Summary	
TOTAL PRECIPITATION	1.67
AVG DAILY PRECIPITATION	0.24
MAX DAILY	1.00

Process Data Report

DATE	Process Testing					Ferric		Clarifier Sludge Blanket	Wastings	RAS	Sludge Tanks			UTILITIES			Generator
	PO4 COMP	NH3 COMP	D.O.	Mixed Liquor	Settling	Daily Inches	Gallons	ft	GPD	GPD	1	2	3	GAS METER	KWH * 160	WATER	Hours
Tuesday, October 1, 2024	0.87		8.98			6	49	1.0	5,133		4.50	4.00	4.00	8,138	29360	1258123	
Wednesday, October 2, 2024	0.80		9.18			6	49	1.0	5,127		4.50	4.00	4.00	8,138	29369	1258365	
Thursday, October 3, 2024	0.69		9.08			5	41	1.3			4.50	4.00	4.00	8,138	29379	1281155	
Friday, October 4, 2024	0.56		9.08	5050		6	49	1.5	10,123		4.50	4.00	4.00	8,138	29389	1263503	
Saturday, October 5, 2024	0.57		9.32			6	49	2.0	10,139		4.50	4.50	4.00	8,138	29397	1266409	
Sunday, October 6, 2024	0.59		9.29			5	41	1.5	10,128		4.50	4.50	4.00	8,138	29408	1268833	
Monday, October 7, 2024	0.54		9.19	5100	510	6	49	2.0	10,142		4.50	4.50	4.00	8,138	29411	1271347	997.8
Tuesday, October 8, 2024	0.64		9.35			5	41	0.5	10,153		4.50	4.50	4.50	8,138	29419	1273752	
Wednesday, October 9, 2024	0.61		9.52			5.5	45	0.8	10,150		4.50	4.50	4.50	8,138	29428	1276462	
Thursday, October 10, 2024	0.61		9.18			4.5	36	0.3	10,167		4.50	4.50	4.50	8,138	29437	1278592	
Friday, October 11, 2024	0.73		8.19	5130		6	49	1.0	10,204		4.50	4.50	4.50	8,138	29447	1280517	
Saturday, October 12, 2024	0.87		9.29			5	41	1.0	10,204		4.50	4.50	4.50	8,138	29453	1280810	
Sunday, October 13, 2024	0.88		9.17			5	41	1.5	10,219		4.50	4.50	4.00	8,138	29462	1280700	
Monday, October 14, 2024	0.74		9.35	4880		8	65	1.3	10,241		4.50	4.50	4.00	8,138	29472	1280760	
Tuesday, October 15, 2024	0.71		9.60			5	41	1.0	10,236		4.50	4.50	4.00	8,139	29479	1280887	
Wednesday, October 16, 2024	0.72		9.58			5	41	1.3	10,218		4.50	4.50	4.00	8,143	29488	1280983	1002.1
Thursday, October 17, 2024	0.81		9.39			5.5	45	0.5	5,219		4.50	4.50	5.00	8,150	29497	1281074	
Friday, October 18, 2024	1.05		8.63	4640		4	32	0.3	10,220		4.50	4.50	5.00	8,163	29506	1281165	
Saturday, October 19, 2024	0.83		9.59			6	49	0.5	7,737		4.50	4.50	5.00	8,165	29516	1281256	
Sunday, October 20, 2024	0.85		9.42			5	41	0.8			4.50	4.50	5.00	8,165	29525	1281348	
Monday, October 21, 2024	0.73		9.35	4760		6	49	0.8			4.50	4.50	5.00	8,165	29534	1281440	
Tuesday, October 22, 2024	0.73		9.19			6	49	0.8	76,840		4.50	4.50	5.00	8,165	29543	1281532	
Wednesday, October 23, 2024	0.71		8.94			6	49	1.0			4.50	4.50	5.00	8,165	29553	1281624	
Thursday, October 24, 2024	0.72		9.45			6	49	1.3	7,694		4.50	4.50	5.00	8,166	29563	1281810	
Friday, October 25, 2024	0.68		9.33	4850		6	49	0.5			4.50	4.50	5.00	8,168	29570	1282203	1002.6
Saturday, October 26, 2024	0.62		9.66			7	57	0.8	7,697		4.50	4.50	5.00	8,168	29577	1282324	
Sunday, October 27, 2024	0.62		9.83			5	41	1.0			4.50	4.50	5.00	8,173	29589	1282415	
Monday, October 28, 2024	0.66		9.62	5100		5	41	1.0	5,205		4.50	4.50	5.50	8,176	29595	1282477	
Tuesday, October 29, 2024	0.75		9.39			4	32	1.0	5,183		4.50	4.50	5.50	8,176	29604	1282555	
Wednesday, October 30, 2024	0.89		9.40			4.5	36	1.0	5,191		4.50	4.50	5.50	8,177	29614	1282689	
Thursday, October 31, 2024	0.90		8.88			4	32	2.0	15,403		4.50	4.50	5.50	8,177	29625	1282786	
AVG	0.73	#DIV/0!	9.27	4939	510	5.45	44	1	11,559								
Total						169	1,369	32	288,973					39	40640	28566	

Monthly Influent Report

	WEATHER			RAW SEWAGE QUALITY									
	TEMP	PRECIP	Meter Total	TEMP	pH	cBOD ₅		Sus. Solids		TOTAL - P		NH ₃ - N	
	AIR TEMP F°	Inches	INF MGD	C°	SU	mg/l	LBS	mg/l	LBS	mg/l	LBS	mg/l	LBS
Tuesday, October 1, 2024	60		0.319360	19.5	7.0	184	490	132	352	6.7	18.0	39.0	103.9
Wednesday, October 2, 2024	45		0.332420	18.2	7.0	161	446	240	665	8.3	23.0	40.6	112.6
Thursday, October 3, 2024	50		0.318126	18.2	7.1	234	621	396	1051	5.1	13.5	42.2	112.0
Friday, October 4, 2024	48		0.333663	18.1	7.0								
Saturday, October 5, 2024	60		0.316670	18.2	7.0								
Sunday, October 6, 2024	70		0.322780	18.6	7.0	215	579	240	646	6.0	16.1	36.2	97.4
Monday, October 7, 2024	48		0.328862	18.3	6.9	186	507	208	570	8.6	23.6	36.8	98.2
Tuesday, October 8, 2024	45		0.313947	17.1	7.1	172	450	224	587	6.4	16.6	36.8	93.7
Wednesday, October 9, 2024	42		0.319975	17.0	7.1	160	427	228	608	5.9	15.7	40.4	107.8
Thursday, October 10, 2024	40		0.324106	17.3	7.1	156	422	416	1124	6.5	17.5	36.4	95.7
Friday, October 11, 2024	50		0.319703	18.3	7.4								
Saturday, October 12, 2024	57		0.313748	18.1	7.0								
Sunday, October 13, 2024	54	1.00	0.319314	17.3	7.0	179	477	248	660	5.9	15.8	38.8	103.3
Monday, October 14, 2024	44	0.30	0.340090	17.5	7.0	166	442	192	545	5.6	15.9	36.3	100.1
Tuesday, October 15, 2024	41	0.02	0.332893	16.8	7.2	161	447	176	489	5.8	16.2	40.2	111.6
Wednesday, October 16, 2024	39		0.322860	17.6	7.0	146	393	276	743	6.6	17.4	38.3	103.1
Thursday, October 17, 2024	34		0.310374	16.2	6.7	169	412	196	507	5.6	14.5	37.6	97.3
Friday, October 18, 2024	40		0.322137	16.6	6.8								
Saturday, October 19, 2024	46		0.323383	17.0	6.9								
Sunday, October 20, 2024	66		0.317447	17.5	7.0	206	545	976	2584	6.2	16.5	37.6	99.5
Monday, October 21, 2024	60		0.307932	17.8	6.9	184	473	2712	6965	6.0	15.5	36.9	94.8
Tuesday, October 22, 2024	57		0.311704	17.7	7.2	168	437	232	603	7.9	20.6	40.7	105.8
Wednesday, October 23, 2024	57	0.10	0.320103	17.3	7.0	166	443	224	598	6.4	17.0	40.3	107.6
Thursday, October 24, 2024	43		0.323894	16.7	7.1	225	608	266	692	7.8	20.9	40.6	109.4
Friday, October 25, 2024	46	0.10	0.314812	16.0	7.1								
Saturday, October 26, 2024	48	0.10	0.306884	16.6	7.0								
Sunday, October 27, 2024	40		0.316768	16.5	7.0	190	502	948	2504	6.2	16.5	36.6	96.7
Monday, October 28, 2024	35		0.311436	16.9	7.0	169	439	572	1486	5.8	15.1	37.4	97.1
Tuesday, October 29, 2024	60	0.05	0.312360	16.6	6.9	98	255	220	573	4.0	10.3	45.7	119.1
Wednesday, October 30, 2024	63		0.296336	17.7	7.2	149	368	566	1374	7.7	18.9	36.6	87.7
Thursday, October 31, 2024	63		0.298644	17.6	6.9	169	421	392	976	6.4	15.9	36.9	96.9
TL		1.67	9.87										
AVG	50.03	0.24	0.32	17.3	7.02	173.6	461.1	446.1	1169.7	6.4	17.0	38.5	102.2

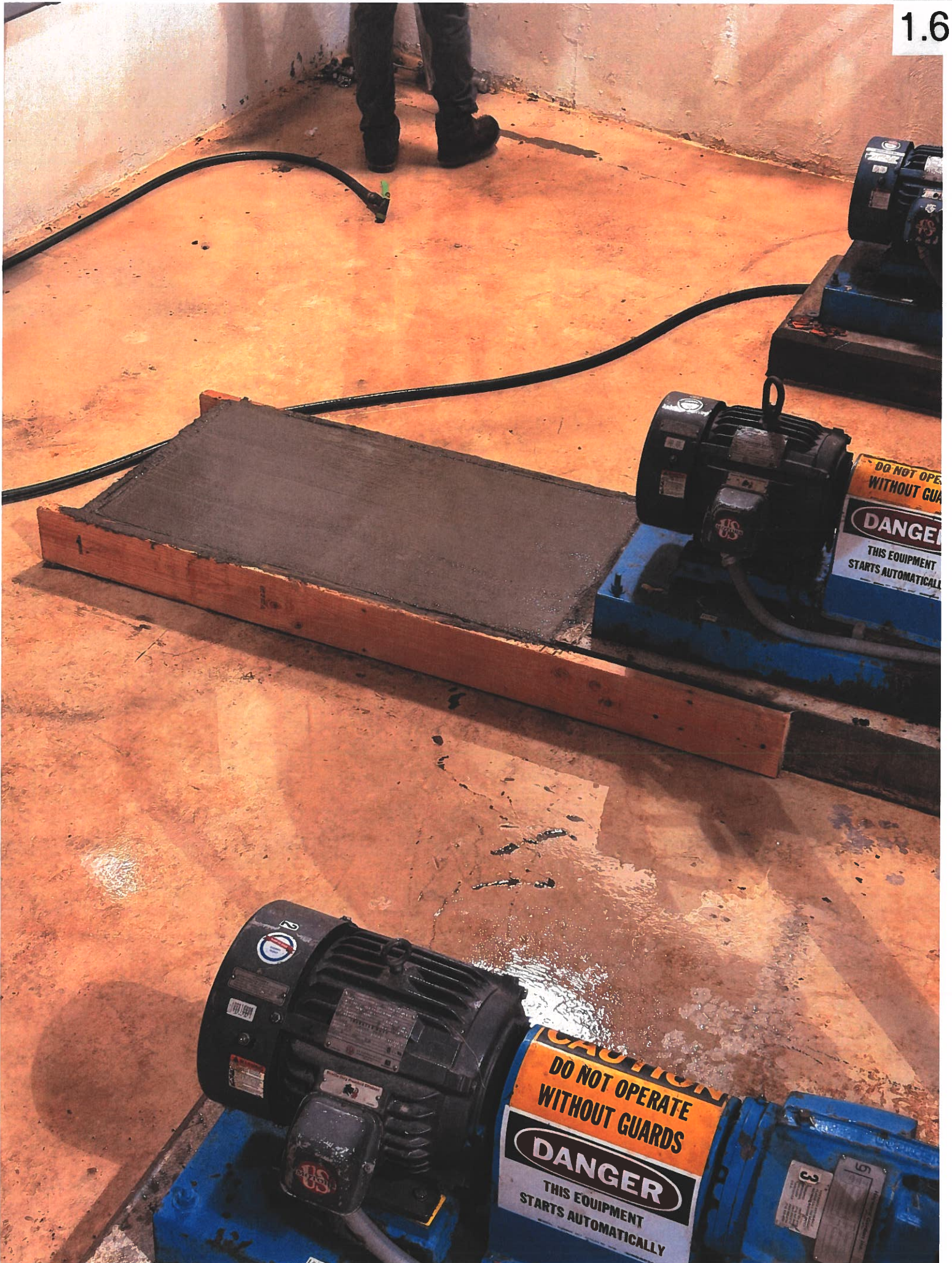
HT WWTP MERCURY ANNUAL TRACKING

	Total Mercury (ng/L)	Total Mercury (LBS)	Total Hg uncorrected	Total Hg field duplicate	Total Hg field blank	Total Hg (B/A- method blank)
	71900	71900	7190a	7190b	7190c	7190d
	Final Eff Page	Final Eff Page	BA LABS PAGE	BA LABS PAGE	BA LABS PAGE	BA LABS PAGE
	(Report) ng/L Max Daily	(Report) lbs/day Max Daily	(Report) ng/L Max Daily	(Report) ng/L Max Daily	(Report) ng/L Max Daily	(Report) ng/L Max Daily
2023/20204						
January	0.5	0.0000012	<0.5	<0.5	<0.2	<0.2
April	0.87	0.0000018	0.87	0.87	<0.2	<0.2
July	0.5	0.0000012	<0.5	<0.5	<0.2	<0.2
October	0.81	0.0000020	0.81	0.81	<0.2	<0.2
January	0.5	0.0000016	<0.5	<0.5	<0.2	<0.2
April	0.5	0.0000013	<0.5	<0.5	<0.2	<0.2
July	0.5	0.0000014	<0.5	<0.5	<0.2	<0.2
October	0.5	0.0000012				
12 MO ROLLING AVG	0.59	0.0000015	0.84	0.84	#DIV/0!	#DIV/0!
12 rolling avg. limit	10.0	0.00016				

BRIGHTON ANALYTICAL - Howell WWTP

SAMPLE DAY	Chloride mg/L	Sulfate mg/L	FINAL EFF =	UNCORR	FIELD BLANK	
			0.5	0.5	0.2	0.2
			FINAL EFF	GRAB: UNCORR	FIELD BLANK	METH BLANK
			MERCURY (ng/L)	MERCURY (ng/L)	MERCURY (ng/L)	MERCURY (ng/L)
10/01/24						
10/02/24						
10/03/24						
10/04/24						
10/05/24						
10/06/24						
10/07/24						
10/08/24						
10/09/24						
10/10/24	200	28				
10/11/24			<0.5	<0.5	<0.2	<0.2
10/12/24						
10/13/24						
10/14/24						
10/15/24						
10/16/24						
10/17/24						
10/18/24						
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10/24/24						
10/25/24						
10/26/24						
10/27/24						
10/28/24						
10/29/24						
10/30/24						
10/31/24						

*g Not Required this Reporting Period



DO NOT OPERATE WITHOUT GUARDS
DANGER
THIS EQUIPMENT STARTS AUTOMATICALLY

CAUTION
DO NOT OPERATE WITHOUT GUARDS
DANGER
THIS EQUIPMENT STARTS AUTOMATICALLY



Howell Township Pump Stations

Monthly Summary for October:

Pump Stations: Inspected weekly throughout the month. Met with Kennedy Pumps regarding the new pump station at Union at Oak Grove Apartments. We are awaiting the program for the station from Spicer Engineering so Kennedy can program the alarm system. Once the alarms are in place, we can proceed with taking over the station.

Air Release Valves: Completed inspections last month; identified three valves needing replacement. A quote for replacement has been provided at \$3,594.

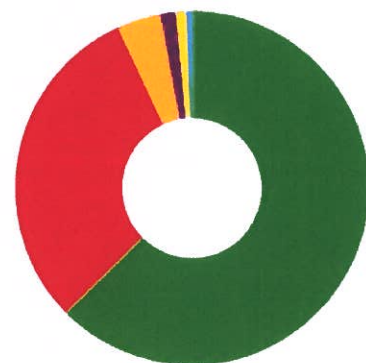
Manhole Inspections: Several manholes required immediate cleaning, and the sewer lines at the outlet mall were cleaned using the vactor truck. The project is on track to be completed by Thanksgiving.

Pump Station Status

- PS-70: Normal Operations
- PS-71: Normal Operations
- PS-72: Normal Operations
- PS-73: Normal Operations
- PS-74: Normal Operations
- PS-75: Normal Operations
- PS-76: Normal Operations
- PS-77: Normal Operations
- PS-78: Normal Operations

Howell Township 2024 Manhole Inspections Status Through November 15, 2024

Manhole Inspection Status



- Complete 404
- Not Complete 197
- Complete - Cleaning Required 26
- Cannot Find 9
- Complete - Maintenance Required 6
- Not Complete Adjust to Grade 4

Manholes Requiring Maintenance

15

Inflow/Infiltration

0

Infiltration

- HSMH-0010**
Adjust to Grade - 26"
November 13, 2024
- HSMH-0395**
Adjust to Grade -
November 13, 2024
- HSMH-0324**
Adjust to Grade -
November 13, 2024

Last Inspected Manhole

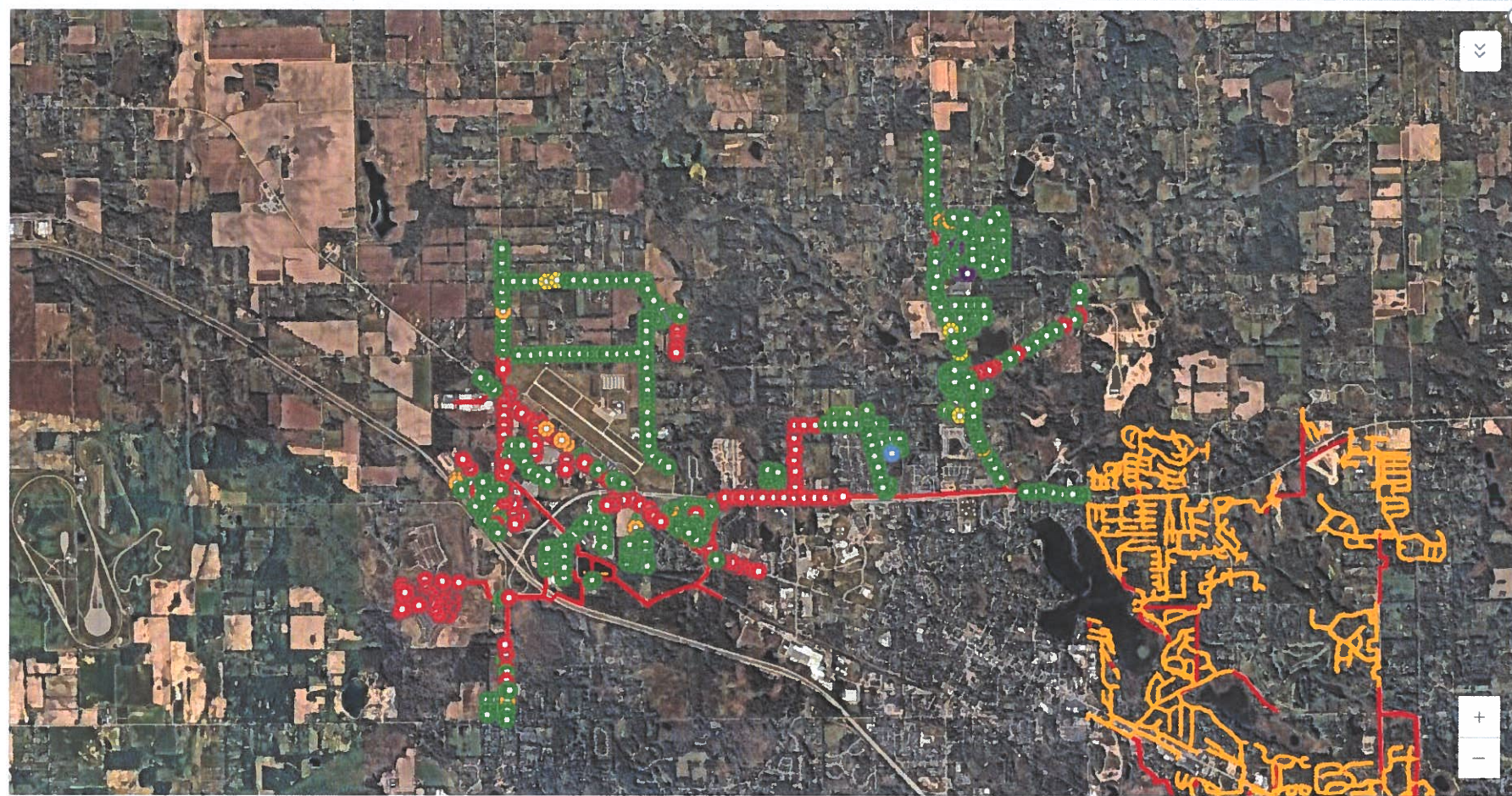
- **HSMH-0529**
November 15, 2024
- **HSMH-0486**
November 15, 2024
- **HSMH-0485**
November 15, 2024
- **HSMH-0484**
November 15, 2024
- **HSMH-0483**
November 15, 2024
- **HSMH-0482**
November 15, 2024
- **HSMH-0481**
November 15, 2024
- **HSMH-0361**
November 15, 2024
- **HSMH-0360**
November 15, 2024
- **HSMH-0358**
November 15, 2024

All Inspections

1 of 327

Manhole Inspection Form: HSMH-0574

Operator	Jake
Date Inspected	October 9, 2024
Material	
Field Comments	
Maintenance Needed?	No Maintenance Required
Needs Cleaning?	No
Adjust to Grade Measurement - Inches	
Private Property Impact	
Cannot Find	
MHOG ID	HSMH 0574
Flow Channel Condition	
Infiltration Location	
Last edited on 10/9/2024, 1:17 PM.	



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APPLICATION AND PERMIT

to construct, operate, maintain use and/or remove within a county road right-of-way

Permit Number MS-2410-04 Issuance Date 11/14/2024

BOARD OF COUNTY ROAD COMMISSIONERS, of LIVINGSTON COUNTY, MICHIGAN ADDRESS: 3535 GRAND OAKS, HOWELL, MICHIGAN 48843-8575 TELEPHONE: 517-546-4250 EMAIL: PERMITS@LIVINGSTONROADS.ORG

If applicant hires a contractor to perform the work, BOTH must complete this form and BOTH assume responsibility for the provisions of this Application and Permit

Table with 2 columns: APPLICANT and CONTRACTOR. Fields include NAME, MAILING ADDRESS, CITY, STATE, ZIP, TELEPHONE NO., and EMAIL.

Two checkboxes for terms and conditions acceptance. The first checkbox is checked.

Table with 2 columns: FINANCIAL REQUIREMENTS and ATTACHMENTS REQUIRED. Fields include Application/Permit Fee, Receipt Number, Date, Proof of Insurance, Insurance Attached, Expiration Date, and LCRC File #.

APPLICATION

Applicant and/or Contractor request a Permit for the purpose indicated in the attached plans and specifications at the following location:

Form fields for TOWNSHIP (Howell), SECTION (24), NAME OF ROAD (Fisher Road), BEGINNING DATE (11/19/2024), and ENDING DATE (11/22/2024).

Fisher Road. Work includes digging up manholes that are buried under gravel road so they can be inspected and cleaned. Gravel will be restored after manhole inspection. Traffic control at the work site will comply with Michigan Manual of Uniform Traffic Control Devices. REPAIR OF THE GRAVEL SURFACE SHALL CONSIST OF A MINIMUM OF 8" OF 23A GRAVEL ON CLASS II BACKFILL.

PERMIT

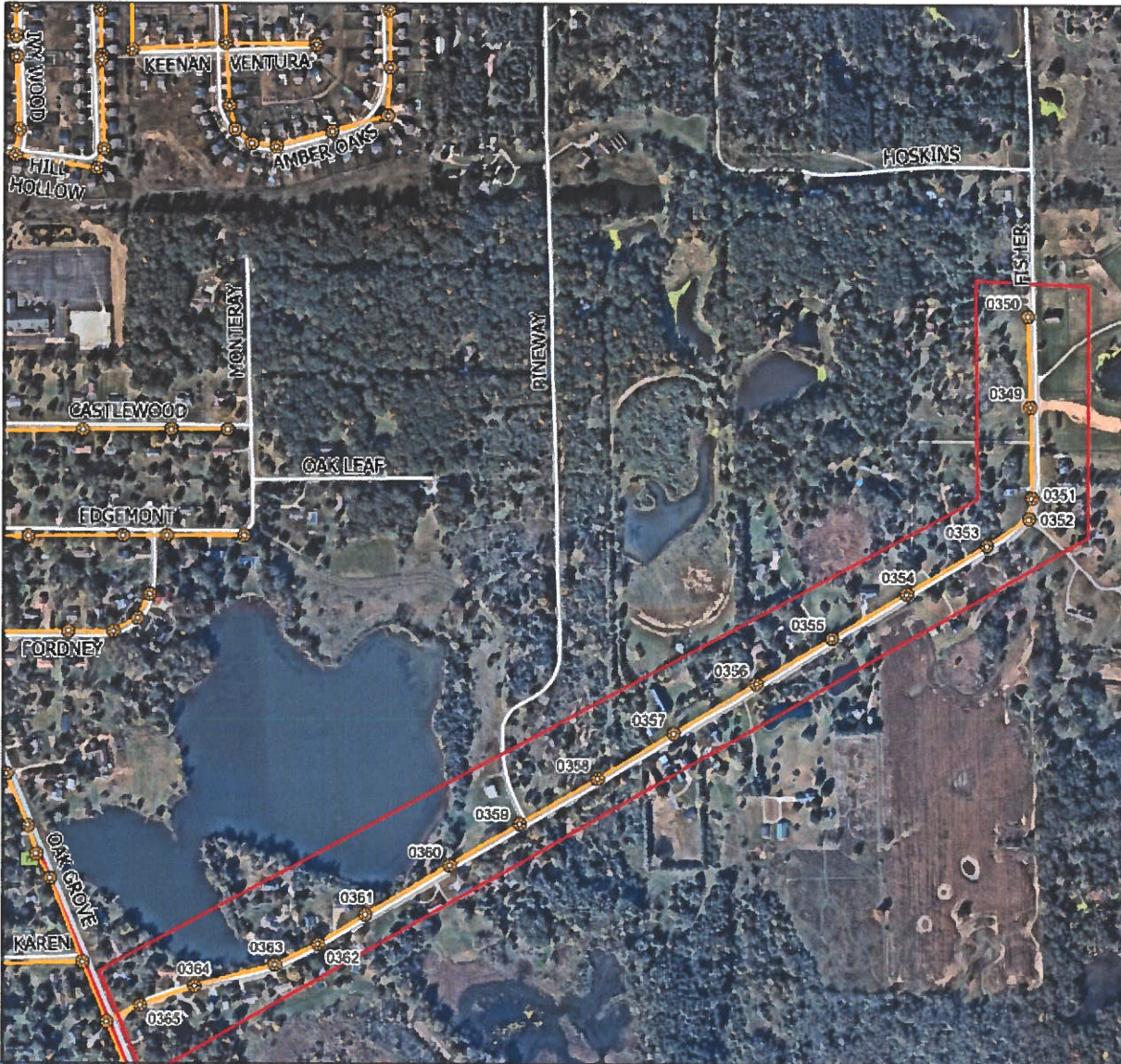
A permit is granted in accordance with the foregoing application for the period stated above, subject to the following terms agreed to by the Permit Holder. When Applicant hires a Contractor the "Permit Holder" is both the Applicant and the Contractor.

RECOMMENDED FOR ISSUANCE:

Signature block for Kim Hiller, Investigator, dated 11/14/24, Title: Permits & Utilities Engineer.

BOARD OF COUNTY ROAD COMMISSIONERS LIVINGSTON COUNTY, MICHIGAN

Signature block for Kim Hiller, Digitally signed by Kim Hiller, Date: 2024.11.14 10:42:07-05'00'



Fisher Road - Utility Work

MHOG Utilities

- Manholes
- Pump Stations
- Gravity Main
- Force Main
- Project Area

Source: Data provided by MHOG. MHOG does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 2011 StatePlane Michigan South FIPS 2113 ft 3rd

Map Published: November 14, 2024



810.227.5225 | mhog.org



CAT 303 Mini Excavator

Weight: 7817 lbs.

Power: 23.6 HP

Digging Depth: 104.3 in.

Available Bucket Sizes: 12", 16", 24", 30" digging and 39" or 47" ditching

CAT 303 MINI EXCAVATOR

X

Full Day \$275.00 | Weekly \$825.00 | Monthly \$2,241.25 | Weekend \$412.50

Quantity

Begin

Days to Rent

Availability:

Estimated Cost:

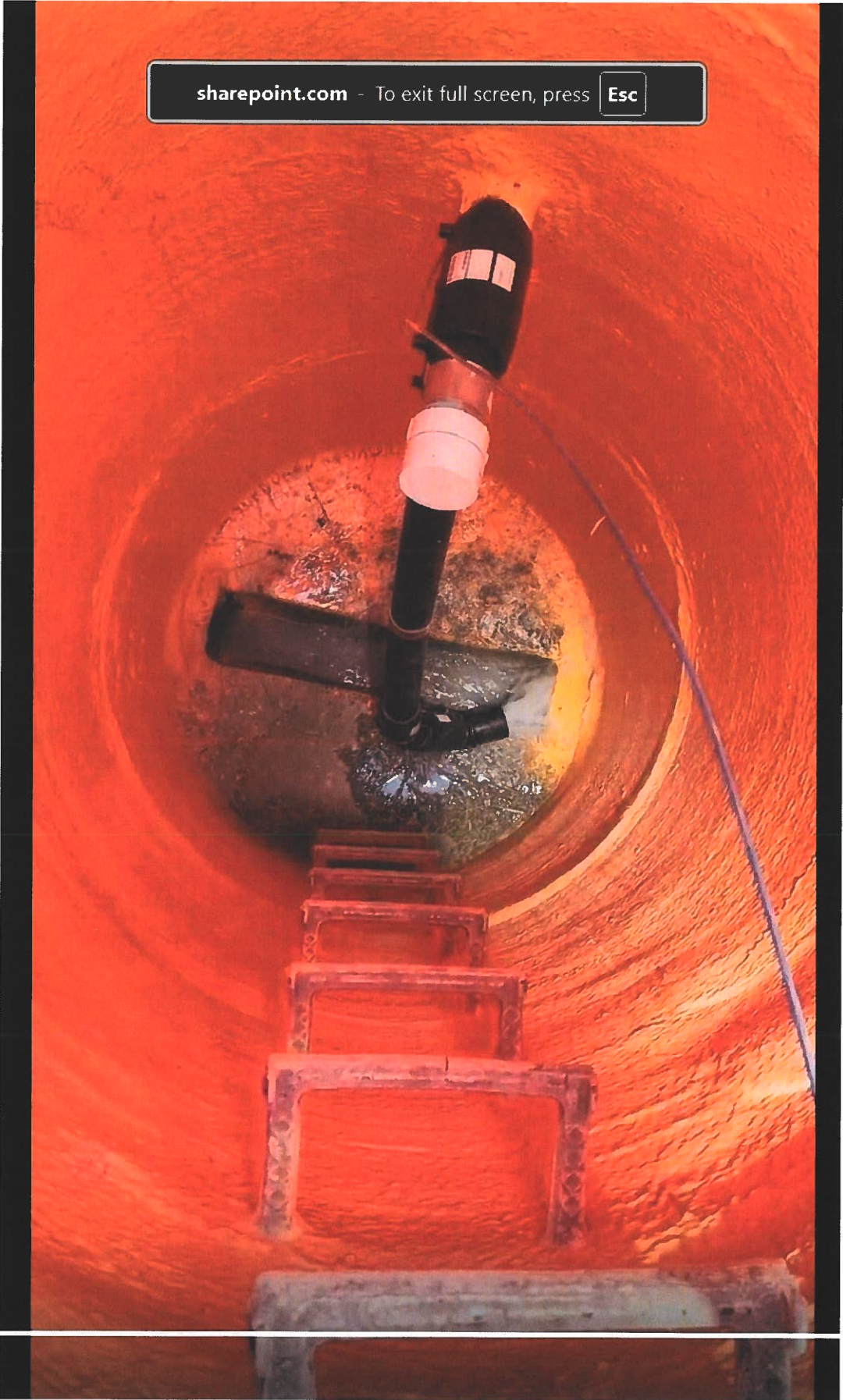
Damage Waiver (+15%) ⓘ

Share

[View Full Details](#)

The Cat® 303 CR Mini Excavator delivers power and performance in a compact size to help you work in a wide range of applications.









905 Penniman | P.O. Box 6161 | Plymouth, MI 48170
 T: 734-455-6700 | F: 734-455-6711
 E: sales@duboiscooper.com
 www.duboiscooper.com

QUOTATION

Quoted To:
Hatch Stamping Company 1051 Austin Court Howell, MI 48843 USA

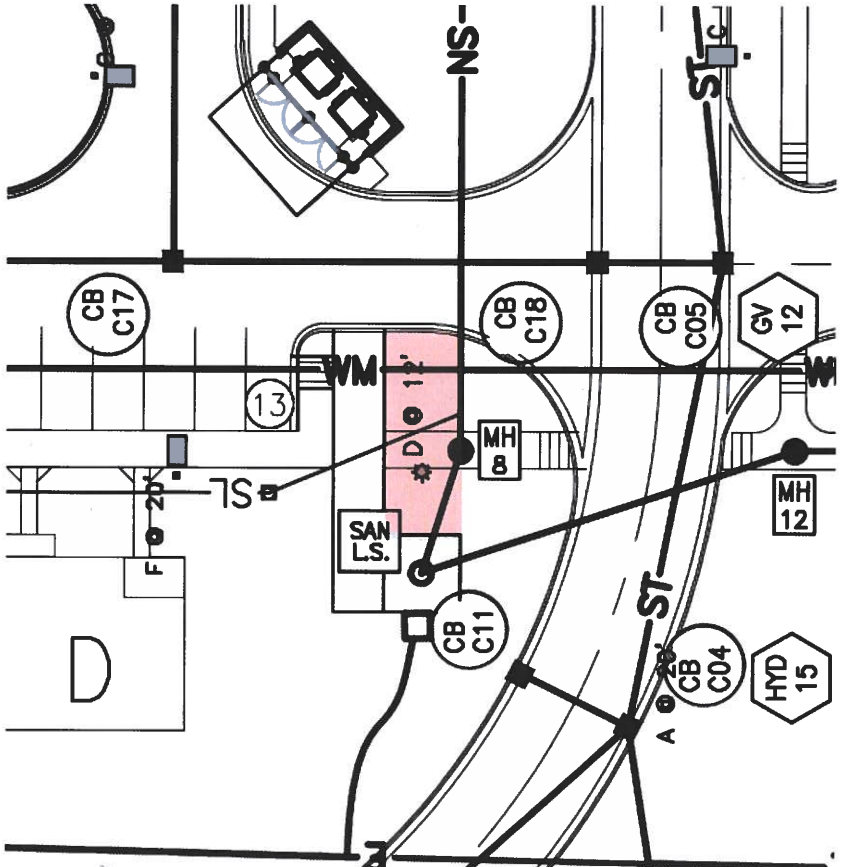
Quote Number: 222443R
 Quote Date: Nov 6, 2024
 Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
HATCH STAMPING	12/6/24	Net 30 Days	E-One

Quantity	Item	Description	Unit Price	Amount
1.00	DH272-97	Project: Hatch Stamping Facility Howell, MI		
		Environment One Duplex Grinder Pump Station, Model DH272-97 with Station Tank/Cover, Grinder Pumps, 100' Power Cables, 6" Inlet Grommet and 1-1/4" Discharge Fitting. Centerline of 6" inlet pipe invert 61 Inches Below Grade. DH272-97 Duplex Grinder Station is rated for 5,000 gallons per day. Also includes:	29,780.00	29,780.00
1.00		Environment One Duplex Protect Plus Alarm Panel with Sentry Advisor Cell Modem System		
		Includes One (1) year of Cell Service and Website Support.		
		Includes Freight and Start-Up Services.		

Subtotal	29,780.00
Sales Tax	1,786.80
TOTAL	31,566.80

Quote Accepted By: _____



Monthly Misstdig Log

October-24											
Date	Misstdig Tickets					Marked					
	Received	Positive Response	Marked	Cleared	Out of System	MHOG	OPW	LE	G/O	OPS	HTS
Tuesday, October 01, 2024	17	23	14	9	0	6	1	0	5	1	1
Wednesday, October 02, 2024	7	16	6	10	0	3	0	0	3	0	0
Thursday, October 03, 2024	57	12	7	5	0	4	0	0	2	0	1
Friday, October 04, 2024	20	62	16	46	0	3	5	0	2	6	0
Saturday, October 05, 2024	2	0	0	0	0	0	0	0	0	0	0
Sunday, October 06, 2024	0	0	0	0	0	0	0	0	0	0	0
Monday, October 07, 2024	12	10	4	6	0	2	0	0	2	0	0
Tuesday, October 08, 2024	17	19	8	11	0	5	0	0	2	0	1
Wednesday, October 09, 2024	44	37	16	21	0	14	0	0	2	0	0
Thursday, October 10, 2024	24	20	7	13	0	2	2	0	2	1	0
Friday, October 11, 2024	12	0	0	0	0	0	0	0	0	0	0
Saturday, October 12, 2024	1	0	0	0	0	0	0	0	0	0	0
Sunday, October 13, 2024	2	0	0	0	0	0	0	0	0	0	0
Monday, October 14, 2024	22	0	0	0	0	0	0	0	0	0	0
Tuesday, October 15, 2024	27	52	18	34	0	13	0	0	4	0	1
Wednesday, October 16, 2024	20	27	8	19	0	4	1	0	2	1	0
Thursday, October 17, 2024	24	19	13	6	0	7	0	0	5	1	0
Friday, October 18, 2024	17	34	19	15	0	9	2	0	6	2	0
Saturday, October 19, 2024	0	0	0	0	0	0	0	0	0	0	0
Sunday, October 20, 2024	4	0	0	0	0	0	0	0	0	0	0
Monday, October 21, 2024	45	43	13	30	0	6	0	0	6	0	1
Tuesday, October 22, 2024	16	33	10	23	0	8	1	0	0	0	1
Wednesday, October 23, 2024	26	18	7	11	0	4	0	0	0	0	3
Thursday, October 24, 2024	27	37	12	25	0	4	0	0	6	0	2
Friday, October 25, 2024	23	0	0	0	0	0	0	0	0	0	0
Saturday, October 26, 2024	0	0	0	0	0	0	0	0	0	0	0
Sunday, October 27, 2024	3	0	0	0	0	0	0	0	0	0	0
Monday, October 28, 2024	36	37	8	29	0	6	0	0	1	0	1
Tuesday, October 29, 2024	16	34	16	18	0	4	1	0	9	2	0
Wednesday, October 30, 2024	20	12	7	5	0	3	0	0	1	2	1
Thursday, October 31, 2024		14	6	8	0	4	1	0	1	0	0
Total	541	559	215	344	0	111	14	0	61	16	13
	Received	Positive Response	Marked	Cleared	Out of System	MHOG	OPW	LE	G/O	OPS	HTS
	18	18	7	11	0	Total				215	
	Average Per Day					% Marked to Received					
						38%					

MHOG = MHOG Water System
 OPW = Oak Pointe Water System

LE = Lake Edgewood Sewer System
 G/O = G/O Sewer System
 OPS = Oak Pointe Sewer System
 HTS = Howell Township Sewer System

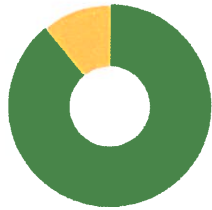
Air Releases Needing Repair

im/apps/dashboards/8c342221b6f248549823ad5c2b77501a

Year... Great Lakes Cams SAGINAW BAY MIC... MiWaters - Login EGLE - MI-EHDWIS... VTScada Anywhere!... Lake Huron nautical... MHOG Utilities Vie... Great Lakes Forecas... Home Adobe Acrobat All Bookmarks

- 2024

Inspection Status



■ Inspection Passed 24
■ Inspection Failed/Revisit 3

Last update: 6 seconds ago

Last Inspected Valve

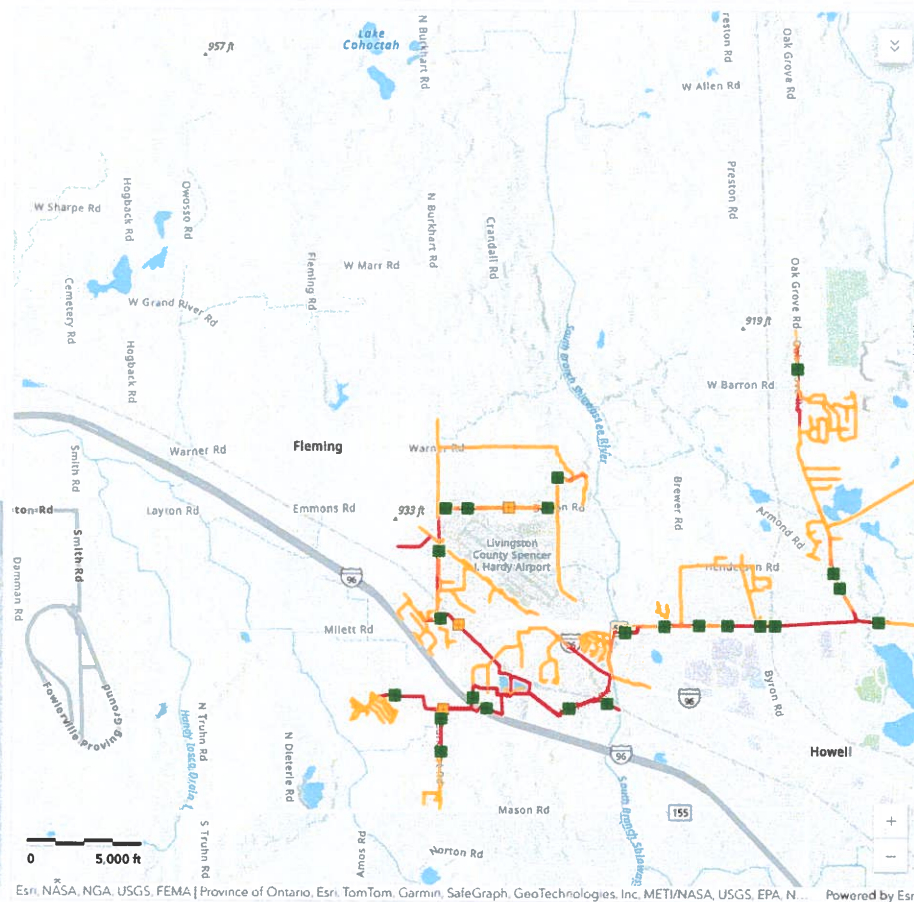
■ HSAR-0001	8/1/2024, 12:43 PM
■ HSAR-0004	8/22/2024, 9:16 AM
■ HSAR-0005	8/1/2024, 9:43 AM
■ HSAR-0006	8/22/2024, 9:29 AM
■ HSAR-0007	8/21/2024, 1:00 PM
■ HSAR-0008	8/21/2024, 1:34 PM
■ HSAR-0009	9/25/2024, 2:48 PM
■ HSAR-0010	9/11/2024, 2:25 PM

Last update: 6 seconds ago

Last Inspection Reports

■ SAR-0077	7/31/2024, 2:34 PM
■ SAR-0112	7/31/2024, 1:36 PM
■ SAR-0082	8/20/2024, 10:11 AM
■ SAR-0100	8/20/2024, 10:16 AM
■ SAR-0101	8/20/2024, 10:23 AM
■ SAR-0102	8/20/2024, 10:40 AM
■ SAR-0078	8/20/2024, 10:53 AM
■ SAR-0077	8/20/2024, 11:01 AM

Last update: 19 seconds ago



Air Release Inspection

Air Release Inspection: SAR-0077

Air Release ID	SAR-0077
Air_Release_Flushed	No
Air_Release_Valve_Changed	No
Field Comments	
Final Test	Pass
Initial Test	
Inspection Date	7/31/2024, 2:34 PM
Maintenance_Required	No

Last edited by mhog_field on 7/31/2024, 10:35 AM.

Last update: 19 seconds ago



Municipal Associates LLC

QUOTATION

1491 Polaris Pkwy. #220
 Columbus, OH 43240
 614.332.1800
 866-859-0203
mkillian@muniassociates.com

QUOTE #	DATE
3121	10/30/2024
CUSTOMER ID	VALID UNTIL
	11/30/2024

CUSTOMER INFO

MHOG Sewer and Water Authority
 Howell, MI
 Brian Czuprenski

Prepared By:
 Mike Killian
 Municipal Associates LLC
 614.332.1800

--

Product Description	QTY	UNIT PRICE	AMOUNT
A.R.I. D025 CAV 2" MIPT inlet Nylon Body	3	\$1,178.00	\$3,534.00
Freight			\$60.00
Total			\$3,594.00

*AIR RELEASE
 QUOTE FOR
 HOWELL TWP.
 BC*

--	--	--

Howell Township
Updated Capital Improvement Plan Summary
Updated 11/18/24

Active CIP and Significant Repairs In Progress					
No.	Project Description	Priority	Initial Estimate	Revised Estimate	Update
1	WesTech North Clarifier Upgrade and New RAS Pump	High	\$450,000	\$321,988	Completed Drain Lines. Submittal drawings from WesTech were modified and resent. February of 2025 likely delivery. Cost from FHC to repair north clarifier to emergency operation approved. New RAS Pump is in, need to install.
2	Union at Oak Grove SCADA Integration	High	\$10,000		Need Radar, and hopefully use existing PLC if we can get program and also incorporate generator
Total			\$460,000	\$321,988	



WesTech Engineering, LLC
 PO Box 65068
 Salt Lake City, UT 84165-0068
 Tel: (801) 265-1000
 ar@westech-inc.com

Invoice No.: PS-INV105066
Invoice Date: October 31, 2024
Customer PO No.: SIGNED PROPOSAL
Customer Account No.: C11330
Payment Terms: Net 30 Days

INVOICE

Bill To: Howell Township WWTP
 jjima@mhog.org
 1222 Packard Dr
 HOWELL, MI 48843
 USA

Ship To: Howell Township WWTP
 1222 Packard Dr
 Howell, MI 48843-7339
 US

No.	Description	Job/SO#	Opp No.	Quantity	Unit Price Excl. Tax	Line Amount Excl. Tax
002-EQUIP	35% Release to Fabricator One (1) 45' Diameter Clarifier Mechansims, Model COPC2G	25131A	1860071	1	\$72,847.25	\$72,847.25

WesTech Engineering, LLC	ACH Payments	Subtotal	\$72,847.25
C/O Wells Fargo Bank	Account No.: 4945003200	Taxes	\$0.00
Salt Lake City, UT 84111	ABA Routing No.: 121000248	Total (USD)	\$72,847.25
	SWIFT/BIC Code: WFBUS6S		

If payment is not received within the payment terms, any overdue and unpaid balances will be charged an interest rate of 1 1/2% per month, annualized at 18%, charged daily until the balance is paid in full. Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court costs incurred in event of default in compliance with terms. Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

Howell Township Clerk

From: Chris Techentin <ctechentin@howellrecreation.org>
Sent: Wednesday, November 6, 2024 11:19 AM
Cc: Tim Church
Subject: For Immediate Release - Howell Recreation Millage has passed.
Attachments: Recreation Millage Approved.pdf

Good morning,

We are thrilled to announce that our community has voted to pass our Recreation Millage! Please see the attached letter from Tim Church, our executive director.

Information about the bond proposal is available on our website at:

<https://www.howellrecreation.org/millage-faq>

We want to thank our community for their continued support and we look forward to continuing to make Howell a place where all can play, grow, and belong for years to come!

Chris Techentin

Marketing Coordinator

HOWELL
recreation

Direct Line 517.579.2863

www.howellrecreation.org



November 14, 2024

Mr. Jonathan Hohenstein
Howell Township Treasurer
3525 Byron Road
Howell, MI 48855

Re: Proposal to Conduct Phase I Environmental Site Assessments
Four parcels near Warner and Tooley Roads
Howell Township, Livingston County, Michigan
WSP Opportunity #2024US339862

Dear Mr. Hohenstein:

WSP Michigan, Inc. (WSP) is pleased to submit this proposal to conduct Phase I environmental site assessments for four parcels, totaling approximately 248 acres, owned by Howell Township near Warner and Tooley Roads. Three Phase I environmental site assessment reports will be prepared for the four parcels:

1. Parcel 4706-15-300-002 (approx. 80 acres, 2990 Tooley Road) and Parcel 4706-22-100-001 (approx. 80 acres, no address)
2. Parcel 4706-21-200-019 (approx. 55 acres, 2755 Tooley Road)
3. Parcel 4706-21-200-020 (approx. 33 acres, no address)

The general purpose of a Phase I environmental site assessment is to identify Recognized Environmental Conditions (RECs) in connection with the subject property. The ASTM Standard defines RECs as "1) the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; 2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or 3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment."

The Phase I environmental site assessments are being conducted in advance of future planned development by the Township. A recreational pathway is planned for construction within Parcels 4706-15-300-002 and 4706-22-100-001. WSP understands that the section of the Shiawassee River that passes through these parcels is part of a larger Superfund site. As part of the Phase I environmental assessment study, WSP will review readily available file information for this Superfund site to evaluate the current condition, remedial efforts, and potential impact that the contaminated river may pose to future development plans.

WSP is highly qualified to evaluate potential impacts related to large contaminated sediment projects. In Michigan, WSP has been supporting a program of PCB-impacted sediment investigation and remediation projects in a section of the Kalamazoo River Superfund Site for more than 10 years. This section includes 80 miles of the Kalamazoo River, divided into seven reaches. WSP has been successfully executing an expansive program of projects to complete an RI, FS, RD and RA in six of those seven reaches. While RI/FS projects have culminated in the investigation of 60 miles of river thorough remedial alternative evaluation and three USEPA



records of decision, WSP's RD/RA project experience has included environmental, geotechnical and hydrographic PDI; HEC-RAS and DELFT hydrodynamic and sediment transport modeling; channel, shoreline, bridge and other structure stability evaluation; wetlands, cultural and natural resources (NHPA Section 106) and T&E species (ESA Section 7) identification and mitigation; and development of permits, plans, dredge prisms and specifications for mechanical and hydraulic dredging and river channel and shoreline restoration and stabilization.

Under 40 CFR Part 312, the U.S. Environmental Protection Agency (EPA) has established its Standards and Practices for All Appropriate Inquiries (AAI) that define a minimum set of requirements for conducting environmental site assessments. The EPA has indicated that the ASTM International Standard E 1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E 1527-21), may be used to comply with the requirements for conducting AAI. WSP will conduct the Phase I environmental site assessments for the referenced properties in accordance with the ASTM E 1527-21 standard.

Scope of Work

WSP will perform the tasks described below; a more detailed description of the work to be included in each task is provided in Enclosure A.

- Data Compilation – WSP will request information pertaining to the site to include previous site assessment reports, site layout drawings, historical operations, process descriptions and other relevant information, as needed.
- Site Visit Preparation – WSP will search for information about the site using publicly available resources and the minimum search distances required by ASTM E 1527-21 and the AAI rule to identify potential environmental issues at the site and at adjoining properties that have the potential to affect the subject property.
- Site Visit – A site visit will be conducted by a WSP professional meeting the definition of an Environmental Professional as described in ASTM E 1527-21. WSP will use a two-person team to conduct the site walkover
- File Review – As needed, WSP will submit Freedom of Information Act request to obtain relevant site records from federal, state, or local agencies. To the extent feasible, based on the timing for completion of this project and the approved project budget, WSP will review such federal, state, or local records as are made available and that are reasonably ascertainable. WSP will review the most current Five-Year Review report for the Shiawassee River Superfund Site and incorporate the information in the Phase I report.
- Report Preparation – WSP will prepare three Phase I environmental site assessment reports that provides a description of the site and discusses the findings of the previous tasks. The report will be provided in electronic format only.

The following items are non-scope considerations and will not be considered in WSP's Phase I environmental site assessment process, unless specifically requested by the client: asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality (except as related to a potential release of a hazardous substance or petroleum product), industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance, and wetlands. In addition, this Phase I environmental site assessment will not include collection of samples from any medium. An assessment of any of these non-scope considerations can be conducted upon request for an additional cost.

Assumptions

WSP assumes the following:

- All three Phase I environmental site assessments will be conducted at the same time.



- The two-person WSP site reconnaissance team will conduct the site visit for all four parcels on the same day
- One database search report and historical information will be obtained for the area bounded by all four parcels.

Project Team

This project will be managed by Mr. David VanGoethem. Mr. VanGoethem will be supported by experienced professionals as required to complete the scope of work described above.

Project Schedule

WSP is prepared to initiate work on this project immediately upon receipt of written authorization to proceed from Howell Township. WSP will work with Howell Township to establish a mutually agreeable schedule for conducting the site visit. An electronic version of the Phase I environmental site assessments will be sent to you within four weeks following the site visit. If requested, an email or verbal briefing on the site can be provided within 24 hours of completing the site visit.

Project Costs

The fee estimate to perform the scope of work as described above is \$16,800.00. The cost assumes that access to the site is provided within a reasonable period and that people knowledgeable of the history and operations at the site are available at the time of the site visit.

This cost excludes the following:

- obtaining a chain of title for the property;
- reviewing regulatory agency files at offices that are not located in the same city as the site; and
- preparing future updates of the report.
- Phase II testing activities

If requested, WSP would be happy to provide a cost estimate for these additional services.

Terms and Conditions

The services provided pursuant to this proposal shall be governed by the terms and conditions set forth in Enclosure B.

We look forward to having the opportunity to work with you on this project. Please contact us if you have any questions.

Sincerely,

David VanGoethem, P.E.
Vice President, Environmental Engineer

Robin DeWyre, CPG
Vice President, Geologist

Enclosures



The contents of this proposal have been reviewed and the designee below authorizes WSP to initiate work on the proposed scope of work, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

By: _____

Title: _____

Date: _____



Enclosure A Phase I Environmental Site Assessment Scope of Work

Client-Provided Information

Under ASTM E 1527-21 and the AAI rule, the user or prospective property owner is required to document and evaluate any specialized knowledge regarding the subject property and adjoining properties that may be material to identifying recognized environmental conditions in connection with the subject property. Specialized knowledge includes information regarding purchase price compared to the fair market value of the property, an assessment of commonly known or reasonably ascertainable information, information about environmental liens, or other relevant environmental information regarding the property. Although not required to be disclosed to the environmental professional, any information not disclosed must be documented as a data gap in the Phase I environmental site assessment report.

WSP has developed a questionnaire for the client to complete regarding any specialized knowledge regarding the subject property for this project. WSP will provide the questionnaire to the client and request that it be completed for the property.

Technical Approach

WSP approach to performing a Phase I environmental site assessment consists of the following steps:

- 1) Data Compilation: WSP requests that, when possible, as much of the following as is available and relevant be compiled by the site in anticipation of the site visit:
 - information on historical site conditions
 - site plans and location maps
 - information about previous ownership
 - descriptions of site operations and processes
 - environmental permits (such as air, wastewater, storm water, or hazardous waste)
 - information on underground and aboveground storage tanks
 - previous environmental reports
- 2) Site Visit Preparation: WSP will review information obtained through publicly available resources, using the minimum search distances required by ASTM E 1527-21 and the AAI rule, to identify potential environmental issues at the subject property and adjoining properties that have the potential to affect the subject property. In addition, WSP will review all of the reasonably ascertainable historical information on the subject property as required by ASTM E 1527-21. Historical information to be reviewed may include aerial photographs, Sanborn fire insurance maps, city directories, or information from other sources. In addition, the research will include a search for documentation of any environmental liens filed against the property. WSP will review a chain of title, if provided by the client, to identify any environmental concerns associated with previous owners, leases, easements, and rights-of-way.
- 3) Site Visit: The environmental site assessment will be conducted by, or under the supervision of, a WSP professional meeting the definition of an Environmental Professional as described in ASTM E 1527-21. The WSP professional will visit the facility to perform a review of operations and site conditions, meet with personnel knowledgeable about the site and its history, and gather information for the environmental assessment. In addition, as required by ASTM E 1527-21, interviews with current owners and operators/occupants, and past owners and operators/occupants of the subject property, will be conducted to the extent that such people are available during the site visit. The data compiled above will be reviewed and copies of information will be requested, if needed. A WSP site assessment questionnaire will be completed with the assistance of site personnel. WSP anticipates that one professional will visit the site.



- 4) Regulatory Agency File Review and Records Search: As necessary, and in accordance with ASTM E 1527-21, WSP will submit Freedom of Information Act (or similar) requests to obtain relevant site records from federal, state, and local agencies. To the extent feasible, based on the timing for completion of this project and the approved project budget, WSP will review such agency files as are made available and that are reasonably ascertainable. Local records and regulatory agency research will be conducted by WSP in conjunction with the site visit. Unless otherwise indicated in the proposal, WSP will not conduct a review of regulatory agency files that are not located in the same city as the site. WSP will review files that are made available online or as hard copies sent to the Environmental Professional, provided that the files are available within the project schedule established in the proposal.
- 5) Report Preparation: WSP will prepare a report that provides a description of the site and discusses the findings of the environmental assessment. WSP anticipates providing the report within three weeks following the site visit. If requested, the report will contain recommendations for conducting a Phase II investigation, if appropriate. The report will be provided in electronic format only.

The following items are non-scope considerations and will not be considered in WSP's Phase I environmental site assessment process, unless specifically requested by the client: asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality (except as related to a potential release of a hazardous substance or petroleum product), industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance, and wetlands. In addition, this Phase I environmental site assessment will not include collection of samples from any medium. An assessment of any of these non-scope considerations can be conducted upon request for an additional cost.



Enclosure B
Standard Terms and Conditions



TERMS AND CONDITIONS (EARTH AND ENVIRONMENT)

1. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals practicing contemporaneously, under similar conditions, in the same locality, subject to the time limits and financial, physical, or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

- A. Unless otherwise specified in any proposal, CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. If notice is not received within (10) days of receiving the invoice, the invoice is deemed to be correct, and CLIENT shall pay CONSULTANT the full sum according to the invoice. Full payment is due prior to delivery of CONSULTANT'S final deliverable. All monies due to CONSULTANT shall be paid in US \$ (Dollars) unless specifically detailed otherwise. CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of, or construction, on property contemplated by this Agreement. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CONSULTANT shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by CONSULTANT in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, CONSULTANT shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.
- C. If CONSULTANT is required by the CLIENT to provide additional services outside the scope of the Services set out in the proposal, the CLIENT shall make payment according to the hourly rates and sums set out in the proposal.
- D. Support for depositions, response to Subpoenas, legal or regulatory proceedings, and expert testimony shall be charged at 150% of the labor rates set forth in the proposal.

3. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. to the extent such modifications change the Services, schedule, and/or the cost, the parties shall mutually agree upon equitable adjustment as appropriate under the circumstances. CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a change order request outlining the changes to the scope, schedule, and/or cost. CLIENT has a duty to promptly consider the change order request and advise CONSULTANT in a timely manner in writing on how to proceed. If, after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. SCHEDULE

CONSULTANT agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, as stated in Article 1, Standard of Care.



5. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or differing site conditions are encountered, Services under this Agreement may be delayed. The schedule and contract completion date shall be extended accordingly, and CLIENT shall pay CONSULTANT for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, site conditions or conditions related to unrevealed hazardous materials which prevent or inhibit performance of Services.
- B. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as governmental authorities, regulatory agencies, civil or labor unrest, epidemics or pandemics, acts of God, nature, or terror, disruptions of the Internet, electronic telecommunications or hosting services or any other events that are beyond the reasonable control of the parties. In the event of any such delays, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment.
- C. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

6. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then CONSULTANT'S obligation to perform those Services is subject to CLIENT'S assumption of all Subsurface Risks (such risks being more fully described in Article 13, Subsurface Risks). CONSULTANT will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do CONSULTANT'S Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

7. INDEMNIFICATION

- A. To the maximum extent allowed by law, CONSULTANT agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses, or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to be proximately caused by CONSULTANT'S negligence. Such indemnification, as limited by Article 8, Limitation of Liability, shall be CLIENT'S sole and exclusive remedy against CONSULTANT.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of CONSULTANT, including but not limited to claims made by third parties, or any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of CONSULTANT. Such indemnification shall not apply to the extent that such claims, damages, losses, or expenses are finally determined to be proximately caused by CONSULTANT'S negligence.

8. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify CONSULTANT in writing of any deficiencies or suspected deficiencies arising directly or indirectly from CONSULTANT'S negligent acts, errors, or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and CONSULTANT agree that all liability arising directly or indirectly from this Agreement or the Services of CONSULTANT shall



expire no later than one (1) year from the date of CONSULTANT'S acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

- B. CLIENT agrees to limit the liability of CONSULTANT, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("CONSULTANT Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from CONSULTANT'S acts, negligence, errors or omissions, such that the total aggregate liability of the CONSULTANT Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or CONSULTANT'S total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential, or punitive damages.

9. INSURANCE

A. CONSULTANT maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability
 - Combined Single Limit \$5,000,000
- (iii) Commercial General Liability:
 - Each Occurrence \$3,500,000
 - General Aggregate \$7,000,000
- (iv) Professional Liability Insurance
 - Any One Claim \$1,000,000
 - Policy Aggregate \$3,000,000

B. CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgment of CONSULTANT would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

10. PROFESSIONAL WORK PRODUCT

- A. The Services provided by CONSULTANT are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by CONSULTANT are considered its professional work product (the "Documents"). CONSULTANT retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by CONSULTANT to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors, or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT'S or otherwise, without CONSULTANT'S prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT'S sole risk and that CLIENT will defend, indemnify, and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.

11. DATA AND INFORMATION

- A. **Project Information.** Before the commencement of Services by CONSULTANT or its subcontractors, and continuing thereafter, CLIENT shall immediately notify CONSULTANT of any known or potential health or safety hazards, hazardous substances or conditions existing on or near the project site. Furthermore, CLIENT shall promptly provide CONSULTANT with all relevant, reports data, studies, plans, specifications, documents, and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas ("Project Information") or any other information related to the project that CONSULTANT may reasonably request. CONSULTANT shall be entitled to rely upon the Project Information provided by CLIENT or others and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim



against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from incomplete Project Information, errors, omissions, or inaccuracies in the Project Information. CONSULTANT will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CONSULTANT'S data, interpretations, or recommendations.

- B. **Personal Information.** Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for CONSULTANT to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

13. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological, and other conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. CONSULTANT will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

14. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, CONSULTANT will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT'S direction and expense unless otherwise specified in a separate Agreement or addendum to this Agreement. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by CONSULTANT and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste, or materials from the project property site, and derived from CONSULTANT'S performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and CONSULTANT is required to execute any such documents on CLIENT'S behalf, CLIENT acknowledges that CONSULTANT shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler,



generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

15. CONTROL OF WORK AND JOB-SITE SAFETY

- A. CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT'S Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier, or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

16. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations, and ordinances, with regard to public health and safety. While CONSULTANT performs the Services, it will endeavor to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations, or ordinances. If CLIENT decides to disregard CONSULTANT'S recommendations in these respects, (i) CONSULTANT shall determine in its sole judgment if it has a duty to notify public officials, and (ii) CONSULTANT has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty. In states where there is a legal obligation for a licensed professional (employed by CONSULTANT or CONSULTANT as a company) to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, CONSULTANT shall make reasonable efforts to first notify the CLIENT and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

17. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as required by Article 11, Data and Information, CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature, or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. CONSULTANT may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not CONSULTANT'S, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONSULTANT shall be fairly compensated.



18. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, CONSULTANT shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CONSULTANT may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records, and reports.

19. DISPUTES

- A. **Dispute Resolution by Senior Management.** Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. **Litigation.** This Agreement shall be deemed to be a contract made under the laws of the state of Georgia, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of Georgia and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.
- C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

20. INTELLECTUAL PROPERTY

- A. If the Services require CONSULTANT to provide CLIENT with the right to use or access proprietary CONSULTANT software, programs, information management solutions, hosting services, technology, designs, information, or data ("CONSULTANT Products"), CONSULTANT grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the CONSULTANT Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, CONSULTANT expressly reserves all other rights in and to the CONSULTANT Products.
- B. **CONSULTANT'S Right to Use CLIENT Materials** - If the Services require CLIENT to provide CONSULTANT with the right to use or access proprietary CLIENT software, programs, technology, information, or data ("CLIENT Products"), CLIENT grants CONSULTANT a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. **Intellectual Property General** - CONSULTANT shall own all Intellectual Property (as hereinafter defined) associated with the Services and the CONSULTANT Products, together with any modifications, updates, or enhancements to said Intellectual Property. CONSULTANT grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to CONSULTANT any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. CONSULTANT may use and publish the CLIENT's name



and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT'S experience and qualifications.

- D. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

21. INFORMATION MANAGEMENT

Some CONSULTANT Products may be offered to CLIENT via the Internet and some CONSULTANT Products may utilize wireless radio communications. Atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless device, software, or technology (including, but not limited to information management solutions, hosting services, ftp, and extranet services), just as application size, traffic, bottlenecks, and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of CONSULTANT and that CONSULTANT makes no representations or guarantees that CLIENT will be able to access any particular CONSULTANT Product at any given time without any error or interruption.

22. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that CONSULTANT can retain subconsultants, who may be affiliated with CONSULTANT, to provide Services for the benefit of CONSULTANT. CONSULTANT will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 8 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages, or other liabilities from CONSULTANT and not CONSULTANT'S affiliated companies.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify CONSULTANT in Article 7 and the Limitation of Liability in Article 8) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use CONSULTANT'S name or any reference to the Services in any press release or public document without the express, written consent of CONSULTANT.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.



- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to CONSULTANT, with postage thereon fully prepaid if sent by mail or express courier.
- I. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any resulting Work Order, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system, to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereby waive any objection to the contrary.
- J. CLIENT represents and warrants that the individual signing this Agreement is an authorized representative of CLIENT and has authority to bind the CLIENT.

REV: 03/01/2022



Assessment • Remediation • Compliance
Restoration • Incentives

10448 Citation Drive
Suite 100
Brighton, MI 48116

810/599-8131
Fax: 810/225-3800

www.asti-env.com

Sent Via Email Only

November 21, 2024

Mr. Jonathan Hohenstein
Howell Township
3525 Byron Road
Howell, MI 48555

RE: Phase I Environmental Site Assessment, 0 Tooley Road, 80.49-acre Parcel 470622100-001, 2755 Tooley Road, 55.27-acre Parcel 470621200019, 0 Bowen Road, 33.13-Acre Parcel 470621200020, and 2990 Tooley Road, 80.16-acre Parcel 470615300002, Howell Twp., MI (ASTI Proposal A24-1988.PR rev.a)

Dear Mr. Hohenstein:

Thank you for your continued interest in the environmental services offered by ASTI Environmental (ASTI). Based on our phone conversation, I am pleased to offer this proposal for professional services to conduct a Phase I Environmental Site Assessment (ESA) for the above referenced property.

If you have any questions or comments, please do not hesitate to call me at **810/599-8131**. We greatly appreciate the opportunity to work with you on this project.

Sincerely,

ASTI ENVIRONMENTAL

Doug Brown
Director of Development

Services Offered by ASTI Environmental

Phase I/II Environmental Site Assessments – Property Condition Assessments – Vapor Intrusion Assessments –
Baseline Environmental Assessments – Due Care Plans –Wetlands Management and Assessments –
Natural Features Mapping – Endangered/Invasive Species Surveys – Environmental Remediation –
NEPA/SHPO/Section 106 Review – Compliance Assessment Services – Ecological Restoration Services –
Asbestos, Lead, and Hazardous Materials Surveys – Development Incentives



Proposal For Services

Proposal Name: Phase I Environmental Site Assessment

Address: 0 Tooley Road, 80.49-acre Parcel 470622100-001, 2755 Tooley Road, 55.27-acre Parcel 470621200019, 0 Bowen Road, 33.13-Acre Parcel 470621200020, and 2990 Tooley Road, 80.16-acre, Parcel 470615300002, Howell Twp., MI

To Be Completed For: Howell Township
ASTI Proposal A24-1988.PR rev. a

It is our understanding that you own 4 contiguous parcels totaling +/- 248.00-acres of farmland, a portion of which abuts a river near a superfund site at the above referenced addresses (the "Subject Property"), with one unoccupied farm house on the 55.27-acre parcel at 2755 Tooley Road that was formerly a farming operation and then an animal testing facility starting in the 1950s, and that you wish to develop a walking path on the subject property, and finally that the assessment is to be used to identify recognized environmental conditions (RECs).

It is our understanding that the project will use conventional financing. Please note that a change in the intended use or financing source may require a change in the scope of services described in this proposal.

Scope of Services

Phase I Environmental Site Assessment

ASTI will complete a Phase I Environmental Site Assessment (ESA) at the above site according to the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process issued by the American Society for Testing and Materials (ASTM) - E1527-21 which includes a Tier I Non-Invasive Screening Assessment for potential vapor encroachment conditions (pVECs).

A chain of title is required unless you indicate that other standard and historical sources can adequately document Subject Property usage. A lender may require a chain of title, and this should be provided to ASTI for review. At your request, ASTI can order a chain of title but that is not included in this proposal and will be based on a Change Order.

Per ASTM E1527-21, Section 6, *User Responsibilities*, a search for environmental liens and activity and use limitations is required by the purchaser through a search of title documents or other judicial records. If the required search for liens cannot be achieved through User-provided documentation, ASTI can obtain the liens search. Additional fees will apply and will be authorized through a Change Order. Note: Michigan and other select states participate in the Superfund Super Lien program, which is accepted by many lenders and institutions as meeting the Section 6 requirement.

Various lenders have specific requirements affecting the scope of a Phase I ESA and the format of the final report. Since you have not indicated a lender for this project, this proposal is not intended to comply with the requirements of any specific lender.

If a lender for this project has specific requirements, the scope of this investigation can be changed prior to our site visit. Changes in scope required by a lender may result in additional costs.

Please note that due to changes in the FOIA policies of EGLE, the Phase I cost may not include all FOIA charges. These charges are set by EGLE and other government agencies and are, in part, based on the number of pages copied. Therefore, they can vary widely, and we cannot provide a quote at this time. If FOIA costs are more than \$20, you will be charged for these costs as indicated below. Please authorize these charges in the space provided below.

Services Not Included

The following items are not included as part of the Phase I ESA, but can be provided as a separate scope of service: obtaining and reviewing any title documents for the Subject Property; testing for PCBs in hydraulic or electrical equipment; identification or testing of lead in paint or piping solder; assessing or sampling potential asbestos-containing materials for pre-demolition clearance; sampling or evaluation of radon; compliance with applicable environmental permits, regulations, or statutes; wetlands determination or delineation; assessment of urea formaldehyde foam insulation; testing for mold or other indoor air contaminants; or invasive sampling of soil and groundwater.

Report

At the completion of the assessment, an electronic copy of the final report will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

If you require a paper copy of the report, this must be identified before delivery of the report. After that time, additional paper copies of the report can be provided at a cost of \$100 per copy.

The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Schedule

The final report delivery date will be determined at the time the proposal is signed, based on staff availability. A typical schedule for report delivery for the stated scope of work is 15 business days after project award and authorization to proceed, assuming that the materials requested below are available. Please note that the Phase I must be completed prior to purchase or occupancy of the Subject Property.

Please note that there is uncertainty about file reviews at government agencies. We will keep you informed of any delays associated with both municipal and state office visits.



- *Potentially delayed FOIA requests that are not critical to the Phase I Environmental Site Assessment (ESA) conclusions will be defined as “data gaps” in the final report.*

Required Materials

In order to initiate the project, we require authorization in the spaces provided at the end of this proposal, or a signed purchase order. We will schedule this project upon receipt of the signed copy of this proposal or the signed purchase order referencing this proposal.

We require a legal description, a list of all parcel numbers or Sidwell numbers, a final site plan and a description of the intended use of the Subject Property.

We require a signed access agreement before we conduct any on-site activities. The field work described above will not be scheduled until receipt of the access agreement. If the Subject Property is owned by another entity you will be responsible for obtaining that access agreement. This proposal assumes that the current owner will be cooperative in providing site access.

Fee

Our fee for conducting the services described in this proposal is provided below. This fee is based on the tasks, deliverables, and assumptions described in this proposal, and any changes in the tasks, deliverables, or assumptions may result in additional costs. Meetings or additional copies of the report are not included in the project costs, but can be provided on request for the unit cost listed below.

Except as indicated below, the above scope of services will be provided on a fixed-fee basis. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization.

<u>Service</u>	<u>Fixed Fee</u>
Phase I ESA with one report	\$3,400
Phase I ESA with three reports: 33-acre parcel, 55-acre parcel, and both 80-acre parcels	\$4,800

*Project Communications – Correspondence, calls and meetings** \$ 175 per hour

** Note that additional correspondence, calls and meetings after report delivery will be invoiced on a time & materials basis.*

Please initial all that apply:

Additional Items

I agree to additional FOIA charges greater than \$20, if required to complete the Phase I ESA, and to be charged at actual costs plus 15%.

I will provide a copy of current title work for the property prior to completion of the Phase I ESA Report. I acknowledge that if I do not provide a copy of current title work for the Subject Property prior to completion of the Phase I ESA Report, it could result in a finding that the AAI requirement has not been completed.

Agreed

This proposal is firm for 10 days from the date of this proposal.

Additional site visits required to access all or part of the existing structures or property that was not accessible during the scheduled site inspections will be charged at \$500 per visit.

This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement. The proposal, terms and conditions, and payment requirements specified in the proposal are applicable to the party that the proposal is addressed to. If a different party will be executing the proposal, please contact ASTI to determine if a change in the terms and conditions and payment requirements will be required prior to authorization.

Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to ASTI upon receipt of the invoice. Unless otherwise provided in writing, your acceptance of this proposal indicates that the billing address is the same as listed in the proposal.



Sincerely yours,

ASTI ENVIRONMENTAL

CONSULTANT Authorization

Signature

Doug Brown

Signer below indicates that they are an authorized representative of the Company and by signing indicates that they are engaging the above services for the Company.

CLIENT Authorization
ASTI File A24-1988.PR rev.a

Signature

Print Name

Print Title

Date

For: **Howell Township**

- C Corporation
- S Corporation
- LDHA
- Other:
- PLLC
- LLC
- LP

Federal ID Number: _____

Email: treasurer@howelltownshipmi.org

Phone: / 517-546-2817 x 103

Attachment A Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for Howell Township (CLIENT) the services described in the proposal titled *Phase I Environmental Site Assessment of 0 Tooley Road, 80.49-acre Parcel 470622100-001, 2755 Tooley Road, 55.27-acre Parcel 470621200019, 0 Bowen Road, 33.13-Acre Parcel 470621200020, and 2990 Tooley Road, 80.16-acre, Parcel 470615300002, Howell Twp*, and dated November 21, 2024 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. A24-1988.PR). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL. "CONSULTANT" means the company or its division, subsidiary, subcontractor, or affiliate performing the work. "CLIENT" means the person or entity ordering the work to be done by CONSULTANT. If CLIENT is ordering the work on behalf of another, CLIENT represents and warrants that CLIENT is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "CLIENT" also includes the principal for whom the work is being performed.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, CONSULTANT MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY CONSULTANT TO CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potentially hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated in the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement. CONSULTANT may, after ten (10) days written notice to CLIENT, suspend performance of services until all past due amounts are paid.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

TERMINATION

This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, CONSULTANT shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to CLIENT, to cover any final work necessary to bring ongoing work to a logical conclusion.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and CONSULTANT shall survive the completion of services and the termination of this Agreement.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage, or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricings will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents, or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct or gross negligence of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed \$1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

LIMITATIONS OF TESTS AND PROCEDURES

Information obtained from inspections, analysis, and testing of sample materials is considered evidence with respect to the detection, quantification, and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and pollutants may or may not be found to exist as a specific time of inspection. CLIENT understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other medium not previously contaminated and capable of transporting pollutants. BECAUSE SUCH RISKS ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF CONSULTANT'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by CONSULTANT'S gross negligence or willful misconduct.

FORCE MAJEURE

If CONSULTANT is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of CLIENT, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of delay and the period of completion will be extended for a period equal to the period of such delay. If CONSULTANT is required to delay any part of its work to accommodate the requests or requirements of CLIENT, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of CONSULTANT, additional changes shall be assessed with CLIENT's written approval.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Any agreement between CLIENT and CONSULTANT may be executed in one or more counterparts, each of which will be deemed to be an original copy of the agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

SEVERABILITY

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

APPLICABLE LAW AND ARBITRATION

These Terms and Conditions, and any contracts between CLIENT and CONSULTANT, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the laws of the State of Michigan, without reference to its conflict of law principles. Any controversy or claim arising out of or relating to these Terms and Conditions or any contract between CLIENT and CONSULTANT, or the breach thereof, shall be settled by arbitration in Livingston County, State of Michigan, in accordance with the Commercial rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award of the Arbitrator(s) shall be made in writing and shall contain the reasons or grounds for the award. The Arbitrator shall not have the power to award any special, incidental, indirect, or consequential damages (including lost profits) against CONSULTANT.



CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.

MEMO

ASTI Environmental

April 22, 2024

To: Prospective Purchasers
From: Doug Brown
Subject: Michigan's Environmental Due Diligence Process

Following is information that has helped real estate developers, lenders, attorneys and others gain a better understanding of Michigan's Environmental Due Diligence process so perhaps it will be useful to you and your colleagues as well.

Protecting purchasers of potentially contaminated property is precisely (too many Ps there:) why the State of Michigan amended the law that governs environmental cleanup 27 years ago and introduced Baseline Environmental Assessments (BEAs), Due Care Plans and engineering controls that have minimized the need for costly No Further Action Letters (NFAs), Covenants Not to Sue, Deed Restrictions and Remediation that stalled projects historically. Although some of these are unique to Michigan, other states have followed Michigan's lead.

Step I: The Phase I Environmental Site Assessment (Phase I ESA) begins the innocent landowner's defense to federal CERCLA liability provided it is completed prior to purchase. Secondly, to obtain the State of Michigan liability protection under Part 201 on properties that are contaminated, a Baseline Environmental Assessment relying on a Phase II ESA must be completed within 45-days of purchase or becoming an operator of a "facility," and filed with the State within six months. A Phase I will daylight recognized environmental conditions (RECs) as well as to determine if a *Phase II ESA* (testing soil, groundwater, soil-gas, and/or indoor air) is needed. An ASTM E1527-21 *Phase I ESA* includes a review of prior reports (if available), FOIA requests to the State Environmental Quality department and the host Municipality, purchase of an environmental database to identify potential contamination on or migrating onto the subject property, questionnaires to the buyer and seller, Aerial and Sanborn Maps, and a site inspection. If RECs are not identified, then the Phase I report is published, and the process is complete.

Phase I reports are valid for six months, and can be updated between six months and one year before a new Phase I is required. Please note we cannot speak to anyone or share information about your project without your written permission.



10448 Citation Drive, #100
P.O. Box 2160
Brighton, Michigan 48116
Phone: 810.225.2800 Fax: 810.225.3800

Step 2 (if needed): If RECs are identified during the Phase I, then a *Phase II ESA* will be completed to address said RECs. A Phase II begins with review of analytical data in prior Phase II or BEA reports and sampling of soil, groundwater and/or soil-gas. The lab results from the sampling are then compared to EGLEs cleanup criteria (residential or non-residential) to determine if there are exceedances.

- If there are no chemical compounds that exceed the generic residential cleanup criteria, then no further investigation will be recommended, and the final Phase II report will be published to complete the process.
- If there are impacts above the generic residential cleanup criteria, the site would be deemed a *Facility*, and a Baseline Environmental Assessment (BEA) would be completed.
- If there are impacts above cleanup criteria for the future intended use, additional investigations to determine compatibility for that use, evaluate remedies, or determine options for soil management will be recommended.

Step 3 (if needed): The *BEA* is completed for a non-liable party to purchase contaminated property and obtain liability protection for any preexisting environmental impacts. In laymen's terms, the BEA is basically an Insurance Certificate that "memorializes" the Phase I/II work and must be completed within 45 days of purchase and submitted to EGLE within six months. While the BEA provides liability protection, an owner or operator of a contaminated property still has *due care obligations* to protect human health and the environment as presented below.

Step 4 (if needed): After a buyer purchases or operates on the property, due care obligations require the owner/operator to prevent unacceptable risk to users and the general public, notify third parties that may come in contact with the soil, groundwater or soil-gas, and to not exacerbate the contamination. To document the due care obligations and provide a plan for property management, a *Documentation of Due Care Compliance* (DDCC) report will be prepared.

The DDCC provides a roadmap for due care obligations associated with the future intended use and outlines administrative, institutional, and engineering controls that will be implemented. These can include, but are not limited to; soil management requirements, requirements for clean imported soil, maintaining hard surface barriers, capping contaminated soils and design/installation/operation/maintenance of sub-slab depressurization systems for vapor mitigation.

There are a lot of words here so feel free to CONTACT DOUG BROWN with any questions at 810/599-8131 dbrown@asti-env.com .

ASTI ENVIRONMENTAL
16,000 Environmental Investigation, Restoration, Remediation and
Compliance projects for 7,000 clients nationally since 1985

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10448 Citation Drive, #100
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Brighton, Michigan 48116
Phone: 810.225.2800 Fax: 810.225.3800

Howell Township
Invoice and Check Registers
As of 11/30/2024

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00023891	CINTAS CORPORATION	10/16/2024	11/12/2024	124.57	0.00	Paid	Y
00023884	FIRST NATIONAL BANK	11/01/2024	11/01/2024	5,063.86	0.00	Paid	Y
00023885	HOWELL TOWNSHIP	11/01/2024	11/01/2024	118.52	0.00	Paid	Y
00023886	AMERICAN FUNDS	11/01/2024	11/01/2024	3,200.19	0.00	Paid	Y
00023887	EMPOWER	11/01/2024	11/01/2024	1,449.29	0.00	Paid	Y
00023889	MUTUAL OF OMAHA INSURANCE COMPANY	10/28/2024	11/12/2024	209.88	0.00	Paid	Y
00023890	THE GARBAGE MAN	10/16/2024	11/12/2024	300.00	0.00	Paid	Y
00023892	TRUE VALUE HARDWARE	10/31/2024	11/12/2024	36.64	0.00	Paid	Y
00023893	BRIGHTON ANALYTICAL	10/22/2024	11/12/2024	30.00	0.00	Paid	Y
00023894	BRIGHTON ANALYTICAL	10/22/2024	11/12/2024	480.00	0.00	Paid	Y
00023895	GENOA TOWNSHIP DPW	11/01/2024	11/12/2024	28,135.32	0.00	Paid	Y
00023896	SPRUNGTOWN OUTDOOR SERVICES	11/01/2024	11/12/2024	750.00	0.00	Paid	Y
00023897	PERFECT MAINTENANCE	11/03/2024	11/12/2024	195.00	0.00	Paid	Y
00023898	AT&T	11/03/2024	11/12/2024	327.23	0.00	Paid	Y
00023899	COMCAST	10/22/2024	11/12/2024	436.30	0.00	Paid	Y
00023900	DTE ENERGY	10/31/2024	12/10/2024	785.51	0.00	Paid	Y
00023901	MICRO WORKS COMPUTING, INC	10/28/2024	11/17/2024	80.00	0.00	Paid	Y
00023902	DTE ENERGY	10/31/2024	11/22/2024	486.02	0.00	Paid	Y
00023903	LIVINGSTON COUNTY TREASURER	11/04/2024	11/22/2024	55.50	0.00	Paid	Y
00023904	LIVINGSTON COUNTY TREASURER	11/04/2024	11/22/2024	805.00	0.00	Paid	Y
00023905	GCT METER FUND	11/04/2024	11/04/2024	2,666.00	0.00	Paid	Y
00023906	STATE OF MICHIGAN	11/04/2024	11/04/2024	28,846.49	0.00	Paid	Y
00023907	STATE OF MICHIGAN	11/04/2024	11/04/2024	19,231.00	0.00	Paid	Y
00023908	FOWLerville SCHOOLS	11/04/2024	11/04/2024	1,292.18	0.00	Paid	Y
00023909	HOWELL TOWNSHIP	11/04/2024	11/04/2024	2,677.57	0.00	Paid	Y
00023910	LIVINGSTON COUNTY TREASURER	11/04/2024	11/04/2024	28,524.51	0.00	Paid	Y
00023911	LIV EDUC SERVICE AGENCY	11/04/2024	11/04/2024	28,323.62	0.00	Paid	Y
00023912	HOWELL PUBLIC SCHOOLS	11/04/2024	11/04/2024	23,422.43	0.00	Paid	Y
00023913	HOWELL PUBLIC SCHOOLS	11/04/2024	11/04/2024	99,785.00	0.00	Paid	Y
00023914	LIVINGSTON COUNTY TREASURER	11/04/2024	11/04/2024	43,707.38	0.00	Paid	Y
00023915	USA BLUEBOOK	10/30/2024	11/30/2024	363.82	0.00	Paid	Y
00023916	GENOA TOWNSHIP DPW	10/31/2024	11/30/2024	61.47	0.00	Paid	Y
00023917	FAHEY SCHULTZ BURZYCH RHODES PLC	11/01/2024	11/30/2024	1,637.50	0.00	Paid	Y
00023918	FAHEY SCHULTZ BURZYCH RHODES PLC	11/01/2024	11/30/2024	1,635.50	0.00	Paid	Y
00023919	FAHEY SCHULTZ BURZYCH RHODES PLC	11/01/2024	11/30/2024	1,083.00	0.00	Paid	Y
00023920	FAHEY SCHULTZ BURZYCH RHODES PLC	11/01/2024	11/30/2024	17,739.50	0.00	Paid	Y
00023921	FAHEY SCHULTZ BURZYCH RHODES PLC	11/01/2024	11/30/2024	15,606.50	0.00	Paid	Y
00023922	FAHEY SCHULTZ BURZYCH RHODES PLC	11/01/2024	11/30/2024	4,081.50	0.00	Paid	Y
00023923	REPUBLIC SERVICES	11/01/2024	11/30/2024	117.23	0.00	Paid	Y
00023924	JONATHAN HOHENSTEIN	11/05/2024	11/30/2024	298.14	0.00	Paid	Y
00023925	SPICER GROUP	10/22/2024	11/22/2024	1,347.00	0.00	Paid	Y
00023926	SPICER GROUP	10/22/2024	11/22/2024	2,528.75	0.00	Paid	Y
00023927	SPICER GROUP	11/06/2024	11/06/2024	607.75	0.00	Paid	Y
00023928	SPICER GROUP	11/06/2024	11/06/2024	245.50	0.00	Paid	Y
00023929	SPICER GROUP	11/06/2024	11/06/2024	276.50	0.00	Paid	Y
00023930	SPICER GROUP	11/06/2024	11/06/2024	26.25	0.00	Paid	Y
00023931	SPICER GROUP	11/06/2024	11/06/2024	102.50	0.00	Paid	Y
00023932	SPICER GROUP	11/06/2024	11/06/2024	276.50	0.00	Paid	Y
00023933	G-O WWTP VACTOR PAD	10/22/2024	11/22/2024	139.63	0.00	Paid	Y
00023934	DTE ENERGY	11/01/2024	11/25/2024	205.59	0.00	Paid	Y
00023935	DTE ENERGY	11/01/2024	11/25/2024	127.78	0.00	Paid	Y
00023941	SMART BUSINESS SOURCE, LLC	11/01/2024	11/25/2024	48.33	0.00	Paid	Y
00023942	PITNEY BOWES GLOBAL FINANCIAL SERV.	11/13/2024	11/25/2024	403.98	0.00	Paid	Y
00023943	DTE ENERGY	11/13/2024	12/02/2024	219.52	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00023944	DTE ENERGY	11/13/2024	12/02/2024	171.35	0.00	Paid	Y
00023945	DTE ENERGY	11/13/2024	12/02/2024	45.38	0.00	Paid	Y
00023946	DTE ENERGY	11/13/2024	12/02/2024	236.91	0.00	Paid	Y
00023947	DTE ENERGY	11/13/2024	12/02/2024	4,630.57	0.00	Paid	Y
00023948	DTE ENERGY	11/13/2024	12/02/2024	272.25	0.00	Paid	Y
00023949	DTE ENERGY	11/13/2024	12/02/2024	641.91	0.00	Paid	Y
00023950	DTE ENERGY	11/13/2024	12/02/2024	433.25	0.00	Paid	Y
00023951	LIV CO MUNIC CLERKS ASSOC	11/13/2024	12/02/2024	69.00	0.00	Paid	Y
00023952	BS&A SOFTWARE	11/13/2024	12/02/2024	1,100.00	0.00	Paid	Y
00023953	ABSOPURE	11/13/2024	12/02/2024	51.15	0.00	Paid	Y
00023954	ABSOPURE	11/13/2024	12/02/2024	12.00	0.00	Paid	Y
00023955	MICHIGAN.COM	11/13/2024	12/02/2024	353.02	0.00	Paid	Y
00023956	CARLISLE WORTMAN ASSOC, INC.	11/13/2024	12/02/2024	2,357.50	0.00	Paid	Y
00023936	FIRST NATIONAL BANK	11/15/2024	11/15/2024	5,411.38	0.00	Paid	Y
00023937	HOWELL TOWNSHIP	11/15/2024	11/15/2024	118.52	0.00	Paid	Y
00023938	BLUE CARE NETWORK	11/15/2024	11/15/2024	4,004.93	0.00	Paid	Y
00023939	AMERICAN FUNDS	11/15/2024	11/15/2024	3,446.13	0.00	Paid	Y
00023940	EMPOWER	11/15/2024	11/15/2024	1,489.29	0.00	Paid	Y
00023957	SPECTRUM	11/11/2024	12/02/2024	327.74	0.00	Paid	Y
00023958	ACCIDENT FUND INSURANCE COMPANY OF	11/07/2024	12/01/2024	2,898.00	0.00	Paid	Y
00023959	SMART BUSINESS SOURCE, LLC	11/07/2024	12/01/2024	29.33	0.00	Paid	Y
00023960	HOWELL TOWNSHIP	11/18/2024	11/18/2024	200.00	0.00	Paid	Y
00023961	LIVINGSTON COUNTY TREASURER	11/18/2024	11/18/2024	3,523.52	0.00	Paid	Y
00023962	LIV EDUC SERVICE AGENCY	11/18/2024	11/18/2024	3,498.73	0.00	Paid	Y
00023963	HOWELL PUBLIC SCHOOLS	11/18/2024	11/18/2024	3,033.07	0.00	Paid	Y
00023964	HOWELL PUBLIC SCHOOLS	11/18/2024	11/18/2024	3,961.56	0.00	Paid	Y
00023965	LIVINGSTON COUNTY TREASURER	11/18/2024	11/18/2024	6,617.66	0.00	Paid	Y
00023966	LIVINGSTON CO. SHERIFF DEPARTMENT	11/04/2024	12/01/2024	1,050.00	0.00	Paid	Y
00023967	GANNETT MICHIGAN LOCALIQ	11/04/2024	12/01/2024	71.88	0.00	Paid	Y
00023968	SUSAN DAUS	11/04/2024	12/01/2024	456.51	0.00	Paid	Y
00023969	DTE ENERGY	11/04/2024	12/01/2024	42.19	0.00	Paid	Y
00023970	CARLISLE WORTMAN ASSOC, INC.	11/19/2024	11/19/2024	940.00	0.00	Paid	Y
00023971	CARLISLE WORTMAN ASSOC, INC.	11/19/2024	11/19/2024	242.50	0.00	Paid	Y
00023972	CARLISLE WORTMAN ASSOC, INC.	11/19/2024	11/19/2024	57.50	0.00	Paid	Y
00023973	CARLISLE WORTMAN ASSOC, INC.	11/19/2024	11/19/2024	1,297.50	0.00	Paid	Y
00023979	FIRST NATIONAL BANK	11/29/2024	11/29/2024	5,810.03	0.00	Paid	Y
00023980	HOWELL TOWNSHIP	11/29/2024	11/29/2024	118.52	0.00	Paid	Y
00023981	AMERICAN FUNDS	11/29/2024	11/29/2024	3,232.86	0.00	Paid	Y
00023982	TREASURY STATE OF MICHIGAN	11/29/2024	11/29/2024	2,402.65	0.00	Paid	Y
00023983	EMPOWER	11/29/2024	11/29/2024	1,449.29	0.00	Paid	Y

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

Totals: 436,830.33 0.00
 Totals: 0.00 0.00
 436,830.33 0.00
Agrees with Check Register BK

--- TOTALS BY FUND ---

101 GENERAL FUND	97,359.55	0.00
208 PARK/RECREATION FUND	2,528.75	0.00
592 SWR/WTR	36,770.81	0.00
701 TRUST & AGENCY	3,526.50	0.00
703 TAX FUND	296,644.72	0.00

--- TOTALS BY DEPT/ACTIVITY ---

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
	000 OTHER			344,087.93	0.00		
	101 TOWNSHIP BOARD			71.88	0.00		
	215 CLERK			1,395.83	0.00		
	253 TREASURER			298.14	0.00		
	262 ELECTIONS			557.42	0.00		
	265 TOWNSHIP HALL			5,274.81	0.00		
	268 TOWNSHIP AT LARGE			42,869.01	0.00		
	276 CEMETERY			750.00	0.00		
	447 ENGINEERING			1,347.00	0.00		
	538 WWTP			36,770.81	0.00		
	701 PLANNING			2,357.50	0.00		
	702 ZONING			1,050.00	0.00		

CHECK REGISTER FOR HOWELL TOWNSHIP
CHECK DATE 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
11/07/2024	18912	CINTAS CORPORATION	BLUE MATS	124.57
11/07/2024	18913	DTE ENERGY	STREETLIGHTS	785.51
11/07/2024	18914	FAHEY SCHULTZ BURZYCH RHODES	GENERAL	1,637.50
			HOWELL-MASON LLC (24-350-AA)	1,635.50
			BURKHART ROAD ASSOCIATES (22-292-AA)	1,083.00
			ZONING -ORDINANCE RESEARCH	17,739.50
			OAKLAND TACTICAL SUPPLY LITIGATION	15,606.50
			HOWELL-MASON LLC LITIGATION (24-32242-C	4,081.50
				<u>41,783.50</u>
11/07/2024	18915	THE GARBAGE MAN	FALL CLEANUP 2024	300.00
11/07/2024	18916	JONATHAN HOHENSTEIN	TREASURER MILEAGE, MTA CLASS	298.14
11/07/2024	18917	MICRO WORKS COMPUTING, INC	NEW EMAIL ADDRESS FOR FACEBOOK	80.00
11/07/2024	18918	MUTUAL OF OMAHA INSURANCE COM	NOVEMBER 2024	209.88
11/07/2024	18919	PERFECT MAINTENANCE	CLEANING SERVICES NOVEMBER 2024	195.00
11/07/2024	18920	SPICER GROUP	2024 GENERAL ENGINEERING SERVICES	1,347.00
			TOOLEY ROAD WALKING PATH	2,528.75
			Check Request For Bond: BSP19-0004	607.75
			Check Request For Bond: BSP21-0006	245.50
			Check Request For Bond: BSP21-0005	276.50
			Check Request For Bond: BSP22-0003	26.25
			Check Request For Bond: BSP24-0007	102.50
			Check Request For Bond: BSP20-0003	276.50
				<u>5,410.75</u>
11/07/2024	18921	SPRUNGTOWN OUTDOOR SERVICES	MOWING, CLEAN UP OCTOBER 2024	750.00
11/19/2024	18922	ABSOPURE	6 BOTTLE WATER	51.15
			COOLER RENTAL NOVEMBER 2024	12.00
				<u>63.15</u>
11/19/2024	18923	ACCIDENT FUND INSURANCE COMPA	WORKMAN COMP RENEWAL 12/01/2024-12/01/2	2,898.00
11/19/2024	18924	BS&A SOFTWARE	CLERK BS&A TRAINING	1,100.00
11/19/2024	18925	CARLISLE WORTMAN ASSOC, INC.	GENERAL CONSULTATION	2,357.50
			Check Request For Bond: BSP21-0006	940.00
			Check Request For Bond: BSP24-0007	242.50
			Check Request For Bond: BSP23-0006	57.50
			Check Request For Bond: BSP19-0004	1,297.50
				<u>4,895.00</u>
11/19/2024	18926	SUSAN DAUS	CLERK EXPENSES	456.51
11/19/2024	18927	BLUE CARE NETWORK	Remittance Check	4,004.93
11/19/2024	18928	LIVINGSTON CO. SHERIFF DEPART	BOARD MEETING SECURITY SERVICES (15 HRS	1,050.00
11/19/2024	18929	LIV CO MUNIC CLERKS ASSOC	THREE ATTENDEES FOR CLERK MEETING	69.00
11/19/2024	18930	MICHIGAN.COM	ANNUAL SUBSCRIPTION 12/01/24-11/30/25	353.02
11/19/2024	18931	GANNETT MICHIGAN LOCALIQ	OCTOBER PUBLICATIONS	71.88
11/19/2024	18932	SMART BUSINESS SOURCE, LLC	BINDER, TAPE	48.33

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
			OFFICE STAMPS - PRE-INKED	29.33
				<u>77.66</u>
11/19/2024	18933	SPECTRUM	VOTETEST TEST DECKS FOR ELECTION	327.74
11/01/2024	101001940(E)	EMPOWER	Remittance Check	1,449.29
11/01/2024	101001941(E)	FIRST NATIONAL BANK	Remittance Check	5,063.86
11/01/2024	101001942(E)	HOWELL TOWNSHIP	Remittance Check	118.52
11/01/2024	101001943(E)	AMERICAN FUNDS	Remittance Check	3,200.19
11/07/2024	101001946(E)	COMCAST	NOVEMBER 2024	436.30
11/15/2024	101001947(E)	EMPOWER	Remittance Check	1,489.29
11/15/2024	101001948(E)	FIRST NATIONAL BANK	Remittance Check	5,411.38
11/15/2024	101001949(E)	HOWELL TOWNSHIP	Remittance Check	118.52
11/15/2024	101001950(E)	AMERICAN FUNDS	Remittance Check	3,446.13
11/19/2024	101001951(E)	DTE ENERGY	TWP HALL NOVEMBER 2024	433.25
11/19/2024	101001952(E)	PITNEY BOWES GLOBAL FINANCIAL	QUARTERLY POSTAGE METER RENTAL 9/30 - 1	403.98
11/29/2024	101001953(E)	EMPOWER	Remittance Check	1,449.29
11/29/2024	101001954(E)	FIRST NATIONAL BANK	Remittance Check	5,810.03
11/29/2024	101001955(E)	HOWELL TOWNSHIP	Remittance Check	118.52
11/29/2024	101001956(E)	AMERICAN FUNDS	Remittance Check	3,232.86
11/29/2024	101001957(E)	TREASURY STATE OF MICHIGAN	Remittance Check	2,402.65
GEN TOTALS:				
Total of 38 Checks:				99,888.30
Less 0 Void Checks:				0.00
Total of 38 Disbursements:				<u>99,888.30</u>
Bank T&A TRUST & AGENCY CHECKING				
11/04/2024	3655	GCT METER FUND	Check Request For Bond: BMHOG24-0032	2,666.00
11/04/2024	3656	LIVINGSTON COUNTY TREASURER	DOG LICENSES	55.50
11/04/2024	3657	LIVINGSTON COUNTY TREASURER	MOBILE HOME FEES	805.00
T&A TOTALS:				
Total of 3 Checks:				3,526.50
Less 0 Void Checks:				0.00
Total of 3 Disbursements:				<u>3,526.50</u>
Bank TAX TAX CHECKING				
11/04/2024	6020	FOWLERVILLE SCHOOLS	Tax Disbursement	1,292.18
11/04/2024	6021	HOWELL TOWNSHIP	Tax Disbursement	2,677.57
11/04/2024	6022	HOWELL PUBLIC SCHOOLS	Tax Disbursement	99,785.00
11/04/2024	6023	HOWELL PUBLIC SCHOOLS	Tax Disbursement	23,422.43
11/04/2024	6024	LIV EDUC SERVICE AGENCY	Tax Disbursement	28,323.62
11/04/2024	6025	STATE OF MICHIGAN	Tax Disbursement	28,846.49
11/04/2024	6026	STATE OF MICHIGAN	Tax Disbursement	19,231.00
11/04/2024	6027	LIVINGSTON COUNTY TREASURER	Tax Disbursement	28,524.51
11/04/2024	6028	LIVINGSTON COUNTY TREASURER	Tax Disbursement	43,707.38
11/18/2024	6029	HOWELL TOWNSHIP	Tax Disbursement	200.00
11/18/2024	6030	HOWELL PUBLIC SCHOOLS	Tax Disbursement	3,961.56
11/18/2024	6031	HOWELL PUBLIC SCHOOLS	Tax Disbursement	3,033.07
11/18/2024	6032	LIV EDUC SERVICE AGENCY	Tax Disbursement	3,498.73
11/18/2024	6033	LIVINGSTON COUNTY TREASURER	Tax Disbursement	3,523.52

CHECK REGISTER FOR HOWELL TOWNSHIP
CHECK DATE 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
Bank TAX TAX CHECKING				
11/18/2024	6034	LIVINGSTON COUNTY TREASURER	Tax Disbursement	6,617.66
TAX TOTALS:				
Total of 15 Checks:				296,644.72
Less 0 Void Checks:				0.00
Total of 15 Disbursements:				296,644.72
Bank UTYCK UTILITY CHECKING				
11/07/2024	3249	BRIGHTON ANALYTICAL	ANIONS TESTING	30.00
			LOW LEVEL MERCURY TESTING	480.00
				510.00
11/07/2024	3250	GENOA TOWNSHIP DPW	WWTP MAINTENANCE NOVEMBER 2024	28,135.32
			QUARTERLY SHARED COSTS JULY - SEPT 2024	61.47
				28,196.79
11/07/2024	3251	REPUBLIC SERVICES	NOVEMBER WASTE PICKUP	117.23
11/07/2024	3252	TRUE VALUE HARDWARE	FASTENERS, MAGNETS, FUSE	36.64
11/07/2024	3253	USA BLUEBOOK	VALVE, 3-RAIL MARKING POST	363.82
11/19/2024	3254	G-O WWTP VACTOR PAD	OCTOBER 2024 VACTOR TRUCK SERVICES	139.63
11/07/2024	59004058(E)	AT&T	NOVEMBER 2024 PHONE & INTERNET	327.23
11/07/2024	59004059(E)	DTE ENERGY	2571 OAKGROVE RD NOV 2024	486.02
11/19/2024	59004060(E)	DTE ENERGY	1009 N BURKHART NOV 2024	205.59
11/19/2024	59004061(E)	DTE ENERGY	391 N BURKHART NOV 2024	127.78
11/19/2024	59004062(E)	DTE ENERGY	2700 TOOLEY RD NOV 2024	219.52
11/19/2024	59004063(E)	DTE ENERGY	3888 OAKGROVE NOV 2024	171.35
11/19/2024	59004064(E)	DTE ENERGY	1216 PACKARD NOV 2024	45.38
11/19/2024	59004065(E)	DTE ENERGY	2559 W GRAND RIVER NOV 2024	236.91
11/19/2024	59004066(E)	DTE ENERGY	1222 PACKARD DR NOV 2024	4,630.57
11/19/2024	59004067(E)	DTE ENERGY	1034 AUSTIN CT NOV 2024	272.25
11/19/2024	59004068(E)	DTE ENERGY	1575 N BURKHART RD NOV 2024	641.91
11/19/2024	59004069(E)	DTE ENERGY	271 E HIGHLAND NOV 2024	42.19
UTYCK TOTALS:				
Total of 18 Checks:				36,770.81
Less 0 Void Checks:				0.00
Total of 18 Disbursements:				36,770.81
REPORT TOTALS:				
Total of 74 Checks:				436,830.33
Less 0 Void Checks:				0.00
Total of 74 Disbursements:				436,830.33

← Agrees with Invoice Register
BK

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 11/01/2024 to 11/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/29/2024	GEN	4939	STACY G. FARRELL	786.25	726.10	0.00	Open
11/01/2024	GEN	DD5981	BRENT J. KILPELA	5,642.51	0.00	4,242.55	Cleared
11/01/2024	GEN	DD5982	CAROL A. MAKUSHIK	2,674.41	0.00	1,753.98	Cleared
11/01/2024	GEN	DD5983	SUSAN K. DAUS	1,409.33	0.00	1,109.12	Cleared
11/01/2024	GEN	DD5984	TANYA L. DAVIDSON	2,195.00	0.00	1,607.79	Cleared
11/01/2024	GEN	DD5985	MICHAEL CODDINGTON	1,409.33	0.00	932.07	Cleared
11/01/2024	GEN	DD5986	JONATHAN C. HOHENSTEIN	4,178.93	0.00	2,691.26	Cleared
11/01/2024	GEN	DD5987	TERESA M. MURRISH	1,987.50	0.00	1,470.64	Cleared
11/01/2024	GEN	DD5988	MARNIE E. HEBERT	1,837.50	0.00	1,547.39	Cleared
11/15/2024	GEN	DD5989	BRENT J. KILPELA	5,689.59	0.00	4,278.38	Cleared
11/15/2024	GEN	DD5990	CAROL A. MAKUSHIK	2,570.54	0.00	1,674.94	Cleared
11/15/2024	GEN	DD5991	MATTHEW E. COUNTS	588.92	0.00	518.84	Cleared
11/15/2024	GEN	DD5992	HAROLD D. MELTON	508.92	0.00	428.19	Cleared
11/15/2024	GEN	DD5993	ROBERT K. WILSON	508.92	0.00	448.36	Cleared
11/15/2024	GEN	DD5994	SUSAN K. DAUS	1,409.33	0.00	1,109.12	Cleared
11/15/2024	GEN	DD5995	TANYA L. DAVIDSON	2,208.80	0.00	1,616.94	Cleared
11/15/2024	GEN	DD5996	TIMOTHY C. BOAL	80.00	0.00	70.48	Cleared
11/15/2024	GEN	DD5997	CHARLES J. FRANTJESKOS JR	80.00	0.00	70.48	Cleared
11/15/2024	GEN	DD5998	MARTHA M. HAGLUND	80.00	0.00	73.88	Cleared
11/15/2024	GEN	DD5999	MICHAEL W. NEWSTEAD	80.00	0.00	70.48	Cleared

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 11/01/2024 to 11/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/15/2024	GEN	DD6000	PAUL W. POMINVILLE	80.00	0.00	70.48	Cleared
11/15/2024	GEN	DD6001	ROBERT A. SPAULDING	80.00	0.00	70.48	Cleared
11/15/2024	GEN	DD6002	MICHAEL CODDINGTON	1,409.33	0.00	932.07	Cleared
11/15/2024	GEN	DD6003	JONATHAN C. HOHENSTEIN	4,178.93	0.00	2,691.25	Cleared
11/15/2024	GEN	DD6004	TERESA M. MURRISH	1,980.88	0.00	1,466.26	Cleared
11/15/2024	GEN	DD6005	MARNIE E. HEBERT	2,000.00	0.00	1,674.31	Cleared
11/29/2024	GEN	DD6006	BRENT J. KILPELA	5,304.95	0.00	3,970.60	Cleared
11/29/2024	GEN	DD6007	CAROL A. MAKUSHIK	2,535.92	0.00	1,646.50	Cleared
11/29/2024	GEN	DD6008	JEFFREY A. SMITH	588.92	0.00	518.84	Cleared
11/29/2024	GEN	DD6009	SUSAN K. DAUS	1,601.65	0.00	1,255.47	Cleared
11/29/2024	GEN	DD6010	TANYA L. DAVIDSON	2,008.63	0.00	1,484.60	Cleared
11/29/2024	GEN	DD6011	BRENDA D. ADKINS	450.00	0.00	415.58	Cleared
11/29/2024	GEN	DD6012	DAVID J. ADKINS	277.50	0.00	256.27	Cleared
11/29/2024	GEN	DD6013	TAMELA A. BOCK	327.25	0.00	282.92	Cleared
11/29/2024	GEN	DD6014	DEAN T. CHASE	232.50	0.00	176.84	Cleared
11/29/2024	GEN	DD6015	ANNA R. ENZMANN	389.75	0.00	389.75	Cleared
11/29/2024	GEN	DD6016	GARRY B. HARTWICK	973.25	0.00	898.80	Cleared
11/29/2024	GEN	DD6017	JOAN E. HARTWICK	232.50	0.00	232.50	Cleared
11/29/2024	GEN	DD6018	KAREN A. HENDRIXSON	243.75	0.00	243.75	Cleared

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 11/01/2024 to 11/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/29/2024	GEN	DD6019	ANGELA R. JONES	551.25	0.00	551.25	Cleared
11/29/2024	GEN	DD6020	PATRICIA M. KELLY	232.50	0.00	180.28	Cleared
11/29/2024	GEN	DD6021	MARIALICE KENNEDY	232.50	0.00	232.50	Cleared
11/29/2024	GEN	DD6022	ROBYN M. LEFEBVRE	277.50	0.00	277.50	Cleared
11/29/2024	GEN	DD6023	STEVEN E. LIVINGWAY	650.25	0.00	600.50	Cleared
11/29/2024	GEN	DD6024	BETTY L. LOVE	232.50	0.00	232.50	Cleared
11/29/2024	GEN	DD6025	ALEXANDRIA R. LYTTLE	243.75	0.00	243.75	Cleared
11/29/2024	GEN	DD6026	SHARON L. MCARTHUR	232.50	0.00	232.50	Cleared
11/29/2024	GEN	DD6027	RENEE L. MCDONALD	93.50	0.00	93.50	Cleared
11/29/2024	GEN	DD6028	CONNIE M. MINOCK	243.75	0.00	243.75	Cleared
11/29/2024	GEN	DD6029	JUDITH RIDER	476.00	0.00	476.00	Cleared
11/29/2024	GEN	DD6030	PAMELA S. SCHNEIDER	723.75	0.00	723.75	Cleared
11/29/2024	GEN	DD6031	HAZEL M. SWAIN	232.50	0.00	214.71	Cleared
11/29/2024	GEN	DD6032	EVELYN A. TAYLOR	280.50	0.00	280.50	Cleared
11/29/2024	GEN	DD6033	MICHAEL CODDINGTON	1,409.33	0.00	932.07	Cleared
11/29/2024	GEN	DD6034	JONATHAN C. HOHENSTEIN	4,178.93	0.00	2,687.90	Cleared
11/29/2024	GEN	DD6035	TERESA M. MURRISH	1,974.25	0.00	1,461.88	Cleared
11/29/2024	GEN	DD6036	MARNIE E. HEBERT	2,029.82	0.00	1,697.32	Cleared
Report Total:				75,116.57	726.10	55,754.32	

Number of Checks 57

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 11/01/2024 to 11/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
			Total Physical Checks	1			
			Total Check Stubs	56			