

HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road

Howell, MI 48855

April 10, 2017

6:30 P.M.

1. Call to Order.
2. Roll Call: Mike Coddington () Dar Howard ()
 Jean Graham () Carolyn Eaton ()
 Jonathan Hohenstein () Harold Melton ()
 Matthew Counts ()
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:
 - A. Regular Board Meeting, February 13, 2017
 - B. Closed Session Meeting, February 13, 2017
6. Correspondence:
7. Call to the Public:
8. Unfinished Business:
 - A. Clerk's salary for additional duties
 - B. Spring Clean-Up Day May 20th 2017 9 am-noon
 - C. Roads – Chloride
 - D. Revision of Deficit Elimination Plan (Brent)
9. New Business:
 - A. Financial Report (Brent)
 - B. Approval Howell Area Fire Authority Budget
 - C. Comcast – new contract (ordinance 204)
 - D. Agreement to Extend Land Purchase (60 Vacant Lots Pineview Village)
 - E. Oak Grove Meadows PUD and Site Plan Extension
 - F. Alternate to PC
 - G. Sewer Debt Fee Audit
10. Reports:

A. Supervisor	B. Treasurer	C. Clerk	D Zoning
E. Assessing	F. Fire Authority	G. MHOG	H. Planning Commission
I. Z B A	J. Website	K. WWTP	L. HAPRA
11. Call to the Public:
12. Closed Session: Township Properties
13. Approval/resolution to stream line Township owned Property Sales:
14. Disbursements: Regular and Check Register
15. Adjournment:

HOWELL TOWNSHIP BOARD REGULAR MEETING

February 13, 2017

Howell Township Hall

6:30. p.m.

MEMBERS PRESENT:

Mike Coddington	Supervisor
Jonathan Hohenstein	Treasurer
Jean Graham	Clerk
Matthew Counts	Trustee
Carolyn Eaton	Trustee
Dar Howard	Trustee
Harold Melton	Trustee

MEMBERS ABSENT:

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

CALL TO THE BOARD:

MOTION by Howard, seconded by Counts, **"TO APPROVE THE FEBRUARY 13, 2017 AGENDA AS AMENDED: ADD ITEM 9G, HUMAN RESOURCE RECOMMENDATION."** Motion carried.

APPROVAL OF MINUTES:

MOTION by Hohenstein, seconded by Howard, **"TO APPROVE THE JANUARY 9, 2017 REGULAR MEETING MINUTES AS CORRECTED: UNDER 9B ROAD IMPROVEMENTS, LINE 4, CHANGE THE WORD COMMISSIONER TO COMMISSION."** Motion carried. (See January 9, 2017 Meeting Minutes) **MOTION** by Hohenstein, seconded by Graham, **"TO APPROVE THE JANUARY 9, 2017 CLOSED SESSION MEETING MINUTES AS PRESENTED."** Motion carried.

CORRESPONDENCE:

See List.

CALL TO THE PUBLIC:

George Hillman of 3730 Bowen Road stated his concerns about the \$50.10 Sewer Debt Fee he is paying every quarter. He wanted to know why some residents pay this and others do not. (If the resident is hooked up to the system, that fee is configured into their bill. If the resident is 200 feet back or they opted out, they are not required to pay this fee.)

Joe Hay of 3379 Warner Road asked about the Sewer going across Warner Rd. (Discussion will take place on the subject later in the meeting.)

UNFINISHED BUSINESS:

- A. ANNUAL FINANCIAL REPORT – Neil Hammerbacher of Gabridge & Company gave a synopsis of the Annual Financial Report Year Ended June 30, 2016. See report. **MOTION** by Graham, seconded by Melton, **"TO ACCEPT THE AUDIT REPORT AS PRESENTED."** Discussion followed. Motion carried.
- B. SPRING CLEAN-UP DAY – Clerk Graham informed the Board that since the prior coordinator is no longer on the Board, Deputy Treasurer Carol Makushik and Deputy Clerk Debby Johnson and herself will coordinate the event which is to be held on May 20, 2017. Updates will come with the next Township Board Meetings.
- C. ROADS – Treasurer Hohenstein reported on the list of potential gravel road improvement projects for 2017. Discussion followed. **MOTION** by Counts, seconded by Eaton, **"TO APPROVE BIDS FOR THE**

- C. ROADS – Treasurer Hohenstein reported on the list of potential gravel road improvement projects for 2017. Discussion followed. **MOTION** by Counts, seconded by Eaton, **“TO APPROVE BIDS FOR THE FOLLOWING ROADS: 1) BOWEN ROAD FROM BUKHART TO TOOLEY 2) MILETT ROAD FROM TRUHN EAST TO PAVEMENT 3) TOOLEY ROAD FROM BOWEN SOUTH TO PAVING 4) WARNER ROAD FROM BURKHART TO TOOLEY 5) AND CONTINGENT UPON ARGUEMENT WITH OCEOLA TOWNSHIP AT COST SHARING OF 50% EACH, FISHER ROAD FROM CLYDE TO ALLEN.”** Discussion followed. Motion carried.

NEW BUSINESS:

- A. LITTLE FREE LIBRARY – Resident Alexander Hansen has requested the Township to purchase, construct and install a Little Free Library on the Township property. The concept is a small wooden box of books and anyone is allowed to take a book or bring a book to share. This is a way to increase the access to books for readers of all ages. Kits not including the books, range from \$200.00 – to \$400.00. Discussion followed. It was the consensus of the Board to see if there is a cheaper method of constructing one of these Little Free Library, perhaps through a service project.
- B. CASH FLOW USING BUDGET REVENUE SPREADSHEET – For information only, a spreadsheet was issued showing the Cash Flow.
- C. SPEED STUDY – The Township had requested speed studies from MDOT several months ago. As a result, there will be changes to speed limits along M-59 and Grand River that will go into effect sometime in the spring. At this time the decision has not yet been reached for a Left Turn Arrow/Light at the corner of M-59 and Oak Grove.
- D. WASTEWATER TREATMENT MONTHLY STATUS – Treasurer Hohenstein stated that the plant is running well. Jerry Livernois from Severn Trent stated they might have someone who can build the barge that is needed at the Wastewater Treatment Plant.
- E. PROPOSAL FOR PREPARATION OF ASSET EVALUATION REPORT – Jerry Livernois from Severn Trent gave a Proposal for “Preparation of an Asset Evaluation Report”. This report will be a resource in helping the Township make informed decision regarding equipment repairs, replacements and financial planning. **MOTION** by Hohenstein, seconded by Graham, **“TO ACCEPT THE PROPOSAL FOR PREPARATION OF AN ASSET EVALUATION REPORT AT \$9,000.00 AS PRESENTED.”** Discussion followed. Motion carried 6 to 1.
- F. MARIJUANA ORDINANCE – Clerk Graham stated the Township is getting several pieces of information about “New Medical Marijuana Laws”. The Planning Commission is also getting request about what the Township allows. Discussion followed. **MOTION** by Howard, seconded by Melton, **“TO TAKE NO ACTION TO CREATE A MEDICAL MARIJUANA ORDINANCE AT THIS TIME.”** Motion carried.
- G. HUMAN RESOURCE COMMITTEE RECOMMENDTION – The Human Resource Committee terminated the Accounting Clerk on January 23, 2017. Those duties are now being performed by the Clerk and the previous Accounting Clerk who is now the Assessor. Taking on these additional duties it is the recommendation of the Human Resource Committee to split the Accounting Clerk Salary between the Clerk and the Assessor. Discussion followed. It was the consensus that both positions will go forward with the duties and that this issue be brought back to the Board after the MTA has been contacted to determine the wording of the resolution for the Clerk and to have a separate agreement for the Assessor/Accounting position and that the pay for each will be retro-active back to January 23, 2017.

REPORTS:

A. SUPERVISOR:
(Coddington)

- Michael Furnari of Brewer Road Howell, LLC is asking for a 12 month extension on paying the \$400,000.00 payment towards the paving project on Brewer Road in conjunction with the Brewer Meadows. **MOTION** by Howard, seconded by Graham, **"TO ENTER INTO AGREEMENT WITH MICHAEL FURNARI BREWER ROAD HOWELL LLC, TO EXTEND THE COST SHARING ON PAVEMENT FOR (1) ONE YEAR PER BREWER MEADOWS PROJECT."** Discussion followed. Motion carried.
- Discussed on how to connect 3 parcels to the Sewer System on Warner Road. **MOTION** by Howard, seconded by Counts, **"TO GO AHEAD WITH THE ENGINEERING ON THE WARNER ROAD PROJECT."** Discussion followed. Motion carried.

B. TREASURER:
(Hohenstein)

- Currently at 86% collection of the 2016 Winter Tax.
- Discussed previous practice of holding back properties from the County on charge backs. This year the Township will not hold back any properties.

C. CLERK:
(Graham)

- Received a request for the use of the gazebo in October. There are a few issues with the gazebo. 1) Need to post rules and regulations on the use of the gazebo. 2) How safe is the gazebo floor? 3) Do we want to charge rental fees? The Township will have someone look at the gazebo to see what is in need of repair.
- Clerk and Deputy Clerk will be going to two Election Vendor Fairs to look at the 3 vendors the State has approved for the new election equipment that is mandated to be updated this year.

D. ZONING:
(Prepared by Daus)

- See Land Use Permit Listing.

E. ASSESSING:
(Prepared by Assessor Kilpela)

- See report.

F. FIRE AUTHORITY:
(Coddington)

- Reported on accident with Engine 23.
- Reported on Retiree Health Fund.
- Expansion of Main Station.

G. MHOG:
(Howard)

- Reported on MHOG Budget.
- Still trying to require land for the Marion Cross County Line.

H. PLANNING COMMISSION:

(Counts)

- See January Planning Commission Minutes.
- Marijuana Laws is becoming a major topic.
- Public Hearing at the February Planning Commission Meeting for proposed rezoning on a parcel on Burkhart Road near Mason Road from NSC to MFR.

I. ZONING BOARD OF APPEALS (ZBA):

(Howard)

- Approved variance for sign for Weathervane HTG Joseph Perrone on Highland Road.

J. WEBSITE:

(Counts)

- No report

K. WWTP:

(Hohenstein)

- No report.

L. HAPRA:

(Graham)

- New Youth Center is open. They received a \$25,000.00 grant from Kellogg Family Foundation for technical purposes.

CALL TO PUBLIC:

Adam Dale, 3707 Westcott – had a question about audits and the Waste Water Treatment Plant. Also was pleased about the stance the Board took on the Marijuana Ordinance. Wanted to know who funds the Fire Authority Health Fund.

John Dinsmore from Lee & Associates – Commented that the potential buyer for 1907 Oak Grove is eagerly waiting for an answer of acceptance on submitted bid. (The Board will discuss in Closed Session.)

CLOSED SESSION:

MOTION by Howard, seconded by Hohenstein, **“TO ENTER INTO PROPERTY SALE NEGOTIATIONS CLOSED SESSION AT 8:33 P.M.”**. A roll-call vote was taken: Howard – yes, Melton – yes, Hohenstein – yes, Graham – yes, Eaton – yes, Counts – yes, Coddington – yes. Motion carried 7 to 0.

PROPERTY SALE RESOLUTION:

MOTION by Counts, seconded by Graham, **“TO ACCEPT THE PURCHASE OFFER AS PRESENTED IN CLOSED SESSION, RESOLUTION #02.17.423.”** Discussion followed. Motion carried.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Eaton, seconded by Hohenstein, **“TO APPROVE THE REGULAR DISBURSEMENTS THROUGH FEBRUARY 8, 2017 AND CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH.”** Discussion followed. Motion carried.

ADJOURNMENT: **MOTION** by Howard, seconded by Hohenstein, **“TO ADJOURN.”** Motion carried. The meeting adjourned 8:45 p.m.

Approved: _____

As Presented: _____

As Amended: _____

As Corrected: _____

Dated _____

Signed: _____

Debby Johnson,
Recording Secretary

Jean Graham
Howell Township Clerk

Mike Coddington
Howell Township Supervisor

CORRESPONDENCE

MARCH 10, 2017

1. **PLANNING & ZONING NEW** – January 2017

RESOLUTION: 02.17.424

RESOLUTION TO ESTABLISH TOWNSHIP CLERK’S SALARY FOR ADDITIONAL DUTIES

At a regular meeting of the Township Board of Howell Township, Livingston County, Michigan, (“Township”), held at 3525 Byron Road, Howell, MI 48855, on the 13th day of March, 2017, at 6:30p.m. The following resolution was offered by _____ and supported by _____:

WHEREAS, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for offices composing the Township Board shall be determined by the Township Board; and

WHEREAS, according to MCL 41.96, a township official may receive additional compensation for providing services not otherwise provided for by law; and

WHEREAS, the Township Board has determined that it is desirable for the Clerk to assume additional duties previously assigned to the Township’s Accounting Clerk; and

WHEREAS, the Township Board deems that an adjustment in the salary of the office of Clerk is warranted in light of these additional duties, which shall include, but are not limited to, the preparation of monthly bank reconciliations and the processing of payroll, along with any additional duties assigned by the Township Board.

THEREFORE, BE IT RESOLVED that as of January 23rd 2017, the salary of the office of Clerk shall be increased by \$10,500.00, representing a fixed annual salary of \$37,500.00. This amount shall be paid in twenty six equal payments of \$ 403.85 bi-weekly. The Clerk shall also receive a \$60.00 per diem for all meetings of the Township Board attended after the first annual meeting, effective from this date forward.

BE IT FURTHER RESOLVED that this Resolution shall supersede any previous agreements or resolutions regarding the Clerk’s salary, rate of pay, or total compensation. Any term of employment not related to these items shall continue unaffected by this term.

BE IT FURTHER RESOLVED, that the Township Board retains the right to eliminate or reassign these additional duties at any time through a simple majority vote by a quorum of the Township Board. Any increased wage associated with these duties shall be reduced pro-rata in the event these duties are eliminated or assigned to another position or individual.

Yeas: _____

Nays: _____

Absent/Abstaining: Jean Graham _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

I, Jean Graham, the duly qualified and acting Clerk for Howell Township, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Howell Township Board at a regular meeting held on March 13, 2017.

Jean Graham, Howell Township Clerk

Chloride Solutions

Ice & Dust Control

672 N. M-52
Webberville, MI. 48892
517-521-2124
www.chloridesolutions.com

Re: Dust Control Application 2017 Season

On February 9, 2017, Chloride Solutions was awarded the Livingston County Road Commission bid for applied dust control with Mineral Well Brine for the 2017 season.

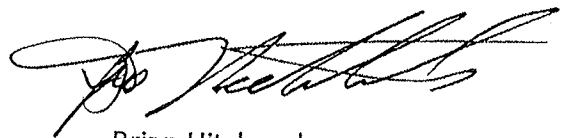
Chloride Solutions takes pride in being a family owned and operated local company. Customer satisfaction is our number one priority. We will continue to provide you with excellent service as we have in the past.

At this time, we would like to extend a bid to your township for this up-coming chloride season. Attached is a rate quote for your consideration.

We would like the opportunity to attend your township meeting and answer any questions the board may have. If you would let us know when your meeting will be held, it would be much appreciated.

We look forward to the opportunity to work with you and to meet your chloride needs. Please call with any questions or feedback you may have.

Sincerely,



Brian Hitchcock
Chloride Solutions, LLC
517-521-2124 ext. 210
517-719-1557
brian@mbhtrucking.net

Chloride Solutions

Ice & Dust Control

RATE QUOTE

Date: Feb 27, 2017

Customer: Howell Township

Product: Dust Control - Mineral Well Brine

Applied Rate: \$.1825 per gallon / 9,000 gallons per load

Discount Offered: 1% net 10 days of receipt; net 30 days

Customer Signature: _____

Date: _____

Quoted By: *Brian Hitchcock, President*

If awarded this bid, please sign and return to our office.

~ Fax: 517-521-4503 ~ Telephone: 517-521-2124 ~

~ Email: brian@mbhtrucking.net~

Chloride Solutions, LLC

672 N. M-52

Webberville, MI. 48892

Quote is good through the 2017 season

402 W. Jackson Road
St. Louis, Michigan 48880

Phone 1-800-286-7312
Phone 989-681-3221
FAX 989-681-3574
www.michiganchloride.com



MICHIGAN CHLORIDE SALES, LLC

"The Dust Masters"
"The De-Ice Masters"

Mike Coddington, Supervisor
Howell, Township
3525 Byron Rd
Howell, MI. 48855

February 20, 2017

Mike:

Michigan Chloride Sales is pleased to offer you prices for the 2017 dust control season.

Mineral Well Brine delivered and applied in 9500 gallon truckloads.

Continuous Application\$0.1895/gallon.

1000 gals per mile 10 to 12ft wide	\$189.50 per mile
1500 gals pre mile 16 to 24ft wide	\$284.25 per mile
2000 gals per mile 16 to 24ft wide	\$379.00 per mile
3000 gals per mile 2 wide 1 down middle	\$568.50 per mile
4000 gals per mile 16 to 24ft wide	\$758.00 per mile

Terms: 1% 10 Days, Net 30 Days.

We have appreciated our relationship through the years and look forward to continuing as your Dust Palliative supplier in 2017 and future years.

If you have any question please feel free to contact us, 1-800-286-7312 or e-mail me at bharkness@michiganchloride.com Visit our web-site www.michiganchloride.com

Best Regards.

Brad Harkness
Sales & Operations

RECEIVED
FEB 23 2017
HOWELL TOWNSHIP

To: Howell Area Fire Authority Board Members
From: Chief Andrew J. Pless
Date: 03/01/2017
Re: 2017/2018 Annual Budget

Members of the Board,

As you are aware, the status of our economy has again slightly improved over the last year. The Fiscal Year 2016/2017 budget projections have proved to be on the mark and we should finish out the year within our budget.

The proposed 2017/2018 budget reflects the need for some forward progress in a few areas.

Key Proposed Budget Requests:

- Proposed wage increases for all employees 2%
- Continued Weekend staffing at the Main Fire Station (May – September)
- Replacement of Brush 20 (1999) and the Inspectors vehicle (2004) \$40,000 each
- Complete Refurbishment of Ladder 20 \$300,000
- Continued forward progress on the Main Station Addition / Training Room

The remainder of the budget allows for slight increases for inflation (electric, fuel, apparatus maintenance, and natural gas). We will also continue to fund our Building Reserve, and Retiree Health funds at an accelerated rate to ensure monies will be available for future needs. All of these changes can be accomplished while maintaining a well balanced budget.

I would ask that the Board consider the proposed budget for approval at the March 15th, 2017 Howell Area Fire Authority Board Meeting

Respectfully Submitted,



Andrew J. Pless

**HOWELL AREA FIRE AUTHORITY
YEAR-TO-DATE
REVENUE/EXPENDITURE REPORT**

UNAUDITED

	FY16 AUDIT 6/30/16	YEAR-TO-DATE 12/31/16	FY17 Original Approved Budget	FY18 Proposed Budget
GENERAL FUND - REVENUES				
TOTAL HAFA GENERAL FUND REVENUES	2,949,852	368,331	2,752,750	2,698,000
GENERAL FUND EXPENDITURES				
GENERAL ADMINISTRATION EXPENDITURES (336.00)				
PERSONNEL	\$ 1,413,303	\$ 737,483	\$ 1,563,446	\$ 1,594,753
PROFESSIONAL FEES	\$ 40,580	\$ 24,592	\$ 56,500	\$ 56,500
INSURANCE	\$ 47,748	\$ 29,534	\$ 38,000	\$ 39,000
SUPPLIES	\$ 27,241	\$ 14,172	\$ 48,000	\$ 47,000
EQUIPMENT & CAPITAL OUTLAYS	\$ 1,371,581	\$ 9,325	\$ 789,500	\$ 724,500
COMMUNICATIONS	\$ 2,846	\$ 775	\$ 5,000	\$ 8,000
UNIFORMS	\$ 26,668	\$ 5,407	\$ 34,000	\$ 28,000
TRAINING	\$ 13,195	\$ 4,144	\$ 24,000	\$ 22,500
REPAIRS & MAINTENANCE	\$ 37,441	\$ 24,980	\$ 63,500	\$ 61,500
UNALLOCATED	\$ 17,538	\$ 6,031	\$ 47,100	\$ 33,043
TOTAL - HAFA GENERAL ADMINISTRATION EXPENDITURES	2,998,141	856,443	2,669,046	2,614,796
FIRE STATION EXPENDITURES (336.20 - 336.24)				
CENTRAL STATION - #20	23,525	14,708	38,201	35,701
OCEOLA TOWNSHIP STATION - #22	9,970	4,910	20,101	17,601
MARION TOWNSHIP STATION - #23	6,199	2,569	12,301	11,801
COHOCTAH TOWNSHIP STATION - #24	5,698	3,194	13,101	18,101
TOTAL EXPENDITURES (BEFORE ESTIMATED FUND BAL.)	3,043,533	881,823	2,752,750	2,698,000
FUND 101 - GENERAL FUND				
CHANGE IN FUND BALANCE - FY17	\$ (93,681)	\$ (513,493)	\$ -	\$ -
AUDITED FY16 FUND BALANCE - BEGINNING OF THE YEAR	\$ 2,128,460	\$ 2,034,779	\$ 2,034,779	\$ 2,034,779
FUND BALANCE	\$ 2,034,779	\$ 1,521,286	\$ 2,034,779	\$ 2,034,779
FUND 206 - RESERVES FUND				
TOTAL FIRE FUND RESERVES - REVENUES	\$ 405,589	\$ 450	\$ 380,400	\$ 25,500
TOTAL HAFA FUND EXPENDITURES (BEFORE EST. FUND BAL.)	\$ 424,914	\$ -	\$ 250,000	\$ -

HOWELL AREA FIRE AUTHORITY
YEAR-TO-DATE
REVENUE/EXPENDITURE REPORT

UNAUDITED

	FY16 AUDIT 6/30/16	YEAR-TO-DATE 12/31/16	FY17 Original Approved Budget	FY18 Proposed Budget
CHANGE IN FUND BALANCE - FY17	\$ (19,325)	\$ 450	\$ 130,400	\$ 25,500
AUDITED FY16 FUND BALANCE - BEGINNING OF THE YEAR	\$ 840,285	\$ 820,960	\$ 820,960	\$ 951,360
FUND BALANCE	<u>\$ 820,960</u>	<u>\$ 821,410</u>	<u>\$ 951,360</u>	<u>\$ 976,860</u>

FUND 296 - BUILDING RESERVES FUND

BUILDING RESERVE FUND - REVENUES

TOTAL BUILDING RESERVES FUND - REVENUES	<u>\$ 600,330</u>	<u>\$ 316</u>	<u>\$ 50,200</u>	<u>\$ 50,200</u>
TOTAL BLDG RESERVE EXPENDITURES (BEFORE EST. FUND BALANCE)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 140,000</u>
CHANGE IN FUND BALANCE - FY17	\$ 600,330	\$ 316	\$ 50,200	\$ (89,800)
AUDITED FY16 FUND BALANCE - BEGINNING OF THE YEAR	\$ 188,005	\$ 788,335	\$ 788,335	\$ 838,535
FUND BALANCE	<u>\$ 788,335</u>	<u>\$ 788,651</u>	<u>\$ 838,535</u>	<u>\$ 748,735</u>

FUND 298 - RETIREE HEALTH CARE RESERVES FUND

TOTAL RHCRF RESERVES FUND - REVENUES	<u>\$ 63</u>	<u>\$ 50</u>	<u>\$ -</u>	<u>\$ 50,100</u>
TOTAL RHCRF RESERVE EXPENDITURES (BEFORE EST. FUND BALANCE)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
CHANGE IN FUND BALANCE - FY17	\$ 63	\$ 50	\$ -	\$ 50,100
AUDITED FY16 FUND BALANCE - BEGINNING OF THE YEAR	\$ 124,529	\$ 124,592	\$ 124,592	\$ 124,592
FUND BALANCE	<u>\$ 124,592</u>	<u>\$ 124,642</u>	<u>\$ 124,592</u>	<u>\$ 174,692</u>

9

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Township of Howell, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan IV, LLC, a Colorado Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0 paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is 0 % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service


- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

Township of Howell:

 3525 Byron Rd
Howell, MI 48855

Attn:

Fax No.: 517 546-1483

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.
600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.
One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

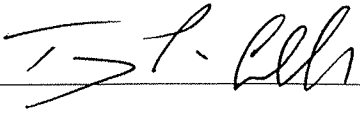
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Howell, a Michigan Municipal Corporation

Comcast of Michigan IV, LLC a Colorado Limited Liability Company doing business as Comcast

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email



By Timothy P. Collins
Print Name Regional Senior Vice President
Title 41112 Concept Drive
Address Plymouth, MI 48170
City, State, Zip 734-254-1525
Phone 248-233-4719
Fax Tim_Collins@cable.comcast.com
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: March 20, 2017		
Applicant's Name: Comcast of Michigan IV, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 734-254-1525
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 84-1358355		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Kyle Mazurek		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-254-1557	Fax: 248-327-7868	Email: Kyle_Mazurek@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

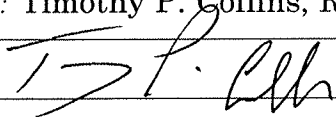
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

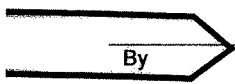
**Verification
(Provider)**

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 3-22-17

(Franchising Entity)

Township of Howell, a Michigan municipal corporation

 By

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

Date _____

ORDINANCE NO. 204
TOWNSHIP OF HOWELL
ORDINANCE TO APPROVE, WITH RESERVATIONS, A UNIFORM VIDEO
SERVICE FRANCHISE AGREEMENT SUBMITTED BY COMCAST

THE TOWNSHIP OF HOWELL ORDAINS:

Section 1. Purpose. On January 1, 2007, the Uniform Video Services Franchise Act, 2006 P. A. 480, ("Act 480") became effective. Act 480 requires that local units of government approve a uniform video service local franchise agreement once it is considered complete by the municipality. The purpose of this Ordinance is to approve the application submitted by Comcast of Michigan IV, LLC, doing business as Comcast.

Section 2. Uniform Video Services Local Franchise Approved. The Township approves the Uniform Video Service Local Franchise Agreement submitted by Comcast of Michigan IV, LLC doing business as Comcast, attached as Appendix 1 to this Ordinance.

Section 3. Reservation of Rights. The Township's approval of this Ordinance is not a waiver of or an acknowledgement that Act 480 meets the requirements of the Michigan Constitution, United States Constitution, or other Federal or Michigan law. If it is later determined by a court of competent jurisdiction, the Michigan Public Service commission, the Federal Communications Commission, or any other agency or tribunal with jurisdiction that Act 480 or any of its provisions are unconstitutional, unlawful or unenforceable, the Township reserves the right to take any action necessary, including but limited to repealing this Resolution and Ordinance and reinstating any franchise in effect on January 1, 2007, to comply with any order, judgment or ruling involving Act 480 or any of its provisions.

Section 4. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as effecting the validity of the remaining portions of this Ordinance.

Section 5. Repealer Clause. Any ordinances, resolutions or parts of ordinances or resolutions, including any ordinance or resolution granting a franchise to Comcast of Michigan IV, LLC doing business of Comcast, in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force subject to the Reservation of rights contained I Section 3.

Section 6. Effective Date. This Ordinance shall be effective upon publication.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Township of Howell a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan IV, LLC, a Colorado Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provide:

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

- paid a permit fee of an _____ and in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
 - I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
 - J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of () Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
 - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
 - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
 - G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount -0-) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is -0- % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is -0- % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification:

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10(3) of the Act**.
- C. Each Provider shall notify its customers of the dispute resolution process required under **Section 10 of the Act**.
- D. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Township of Howell:

3525 BYRON RD

HOWELL, MI 48865

Attn: MERRY BEERING, MANAGER

Fax No.: 517 546-1483

29777 Telegraph Road

Suite 4400

Southfield, MI 48034

Attn: Regional VP of Government Affairs

Fax No.: 248-233-4875

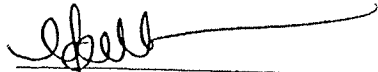
Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

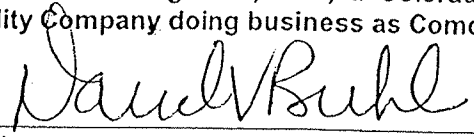
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Howell, a Michigan Municipal Corporation


By _____
Maureen Cross
Print Name _____
Supervisor
Title _____
35215 DYRON RD
Address _____
HOWELL, MI 48855
City, State, Zip _____
577 546-2817
Phone _____
577 546-1483
Fax _____
Email _____

Comcast of Michigan IV, LLC, a Colorado Limited Liability Company doing business as Comcast


By _____
David V. Buhl
Print Name _____
Regional Senior Vice President
Title _____
29777 Telegraph Road, Suite 4400
Address _____
Southfield, MI 48034
City, State, Zip _____
248-233-4711
Phone _____
248-233-4719
Fax _____
dave_buhl@cable.comcast.com
Email _____

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted: 5/14/07
Date completed and approved: 5/14/07

Ordinances 204

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)

Date: April 12, 2007		
Applicant's Name: Comcast of Michigan IV, LLC		
Address 1: 29777 Telegraph Road		
Address 2: Suite 4400		
City: Southfield	State: MI	Phone: 248-233-4700
Federal I.D. No. (FEIN): 84-1358355		Zip: 48034

Company executive officers:

Name(s): David V. Buhl
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Juan Otero		
Title: Regional Vice President of Government Affairs		
Address: 29777 Telegraph Road, Suite 4400, Southfield, MI 48034		
Phone: 248-233-4619	Fax: 248-233-4719	Email: juan_otero@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities ' provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: _____

For All Applications:

**Verification
(Provider)**

I, David V. Buhl, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): David V. Buhl, Regional Senior Vice President	
Signature: <i>David V. Buhl</i>	Date: 4-12-07

(Franchising Entity)

[insert NAME of City/Village/Township], a Michigan municipal corporation

HOWELL TOWNSHIP
By _____

MERRY BERING
Print Name _____

HOWELL TWP. MANAGER
Title _____

3525 BYRON RD
Address _____

HOWELL, MI 48855
City, State, Zip _____

517 546-2817
Phone _____

517 546-1483
Fax _____

Email

Date

AGREEMENT TO EXTEND LAND PURCHASE AGREEMENT

WHEREAS, Howell Township, of 3525 Byron Road, Howell, Michigan 48855 ("Seller"), and Chestnut Development, of 3800 Chilson Road, Howell, Michigan 48843 ("Purchaser"), did agree on November 7, 2016, to enter into a certain Land Purchase Agreement ("Agreement") for property identified as 60 vacant parcels (see attached Exhibit "A" containing Property Tax I. D. #'s and addresses) located in Howell Township; said Land Purchase Agreement containing a Purchaser's Due Diligence Period ending May 6, 2017, and

WHEREAS, Purchaser desires, and has requested, to extend said Due Diligence Period for an extended period through August 6, 2017, and

WHEREAS, Seller desires to extend said Due Diligence Period for an extended period through August 6, 2017, now

THEREFORE, Seller and Purchaser each, with this Agreement, does mutually agree to extend said Land Purchase Agreement for an extended period through August 6, 2017, all other terms and conditions of said Land Purchase Agreement shall remain unchanged.

Agreed this _____ day of April, 2017 by:

Seller:

Purchaser:

Howell Township

Chestnut Development. LLC

Name:



Steve Gronow

Title:

Member:

Exhibit A
Purchase Agreement

PINEVIEW VILLAGE ADDRESSES & TAX I D #'S

2133 Knotty Pine Trail	4706-27-201-044	1680 Pinecroft Lane	4706-27-201-070
2135 Knotty Pine Trail	4706-27-201-043	1682 Pinecroft Lane	4706-27-201-071
2137 Knotty Pine Trail	4706-27-201-042	1684 Pinecroft Lane	4706-27-201-072
2139 Knotty Pine Trail	4706-27-201-041	1685 Pinecroft Lane	4706-27-201-084
2141 Knotty Pine Trail	4706-27-201-040	1686 Pinecroft Lane	4706-27-201-073
2143 Knotty Pine Trail	4706-27-201-039	1687 Pinecroft Lane	4706-27-201-083
2227 Knotty Pine Trail	4706-27-201-131	1688 Pinecroft Lane	4706-27-201-074
2229 Knotty Pine Trail	4706-27-201-132	1689 Pinecroft Lane	4706-27-201-082
2231 Knotty Pine Trail	4706-27-201-133	1690 Pinecroft Lane	4706-27-201-075
2233 Knotty Pine Trail	4706-27-201-134	1691 Pinecroft Lane	4706-27-201-081
2235 Knotty Pine Trail	4706-27-201-135	1692 Pinecroft Lane	4706-27-201-076
2237 Knotty Pine Trail	4706-27-201-136	1693 Pinecroft Lane	4706-27-201-080
1626 Pinecroft Lane	4706-27-201-053	1695 Pinecroft Lane	4706-27-201-079
1628 Pinecroft Lane	4706-27-201-054	1697 Pinecroft Lane	4706-27-201-078
1630 Pinecroft Lane	4706-27-201-055	1699 Pinecroft Lane	4706-27-201-077
1631 Pinecroft Lane	4706-27-201-100		
1632 Pinecroft Lane	4706-27-201-056		
1633 Pinecroft Lane	4706-27-201-099		
1634 Pinecroft Lane	4706-27-201-057		
1635 Pinecroft Lane	4706-27-201-098		
1636 Pinecroft Lane	4706-27-201-058		
1637 Pinecroft Lane	4706-27-201-097		
1638 Pinecroft Lane	4706-27-201-059		
1639 Pinecroft Lane	4706-27-201-096		
1640 Pinecroft Lane	4706-27-201-060		
1641 Pinecroft Lane	4706-27-201-095		
1643 Pinecroft Lane	4706-27-201-094		
1645 Pinecroft Lane	4706-27-201-093		
1652 Pinecroft Lane	4706-27-201-061		
1653 Pinecroft Lane	4706-27-201-092		
1654 Pinecroft Lane	4706-27-201-062		
1655 Pinecroft Lane	4706-27-201-091		
1656 Pinecroft Lane	4706-27-201-063		
1657 Pinecroft Lane	4706-27-201-090		
1658 Pinecroft Lane	4706-27-201-064		
1659 Pinecroft Lane	4706-27-201-089		
1660 Pinecroft Lane	4706-27-201-065		
1661 Pinecroft Lane	4706-27-201-088		
1662 Pinecroft Lane	4706-27-201-066		
1663 Pinecroft Lane	4706-27-201-087		
1664 Pinecroft Lane	4706-27-201-067		
1665 Pinecroft Lane	4706-27-201-086		
1666 Pinecroft Lane	4706-27-201-068		
1667 Pinecroft Lane	4706-27-201-085		
1678 Pinecroft Lane	4706-27-201-069		

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (“Agreement”) is made this ____ day of Nov. 7, 2016, by and between Chestnut Development, LLC, 3800 Chilson Rd., Howell, MI 48843 (“Purchaser”) and Howell Township, of 3525 Byron Rd, Howell, MI 48855 (“Seller”) as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase 60 vacant parcels located in Howell Township, Livingston County, Michigan (the “Land”), which Land was acquired by Seller in a tax foreclosure sale pursuant to the Michigan General Property Tax Law.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Land. Seller agrees to sell and Purchaser agrees to purchase the Land located in Howell Township, Livingston County, State of Michigan, identified on Exhibit A by property address and parcel identification numbers.

2. Purchase Price. The Purchase Price shall be One Hundred Seventy-Five Thousand Dollars (\$175,000), paid in cash in United States currency or its equivalent at closing.

3. Deposit. Purchaser hereby tenders to Seller a good faith deposit in the amount of Five Thousand Dollars (\$5,000), to be credited to the Purchase Price at the time of Closing. This deposit is nonrefundable except as may otherwise be provided in this Agreement.

4. Title. Purchaser may at its own expense order a commitment for an owner’s policy of title insurance (the “Title Policy”) within thirty (30) days of the date of this Agreement. If Purchaser is not satisfied with the title to Land as shown by the Title Policy, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections to title to the Land.

5. Survey. Within thirty (30) days of the date of this Agreement, Purchaser may order, at its own expense, a new ALTA survey (the “Survey”) of the Land, showing the legal description of the Land, any boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser. If Purchaser is not satisfied with the Land as shown by the Survey, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Survey.

6. Environmental Matters. Within thirty (30) days of the date of this Agreement, Purchaser may, at its own expense, conduct such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the “Site Investigation Reports”). If Purchaser is not satisfied with the Land as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports.

7. Payment of Property Taxes. Property taxes for the year of Closing shall be pro-rated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing.

8. Closing Deadline; Schedule. The parties agree to schedule a closing at the earliest possible time, but in no event later than One Hundred Eighty (180) days following the date of this Agreement.

9. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser a Quit Claim Deed conveying to Purchaser only such title to the Land as is held by Seller, executed and acknowledged by Seller in recordable form. Seller does not warrant title to the Land, but only conveys such interest in the Land as Seller acquired at a tax foreclosure sale. Purchaser understands that it bears the risk of title and must bear all costs that may be necessary or convenient to establish title to the Land.

10. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

11. Closing Costs. ~~Purchaser (Seller) shall pay for all costs of the Closing, including (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for a title policy, if any (iii) any Closing fee charged by the title company in connection with this transaction, (iv) any special assessments (water, sewer or otherwise) that currently are due at the time this Agreement is executed, and (v) any and all other regular and customary costs and expenses related to the Land shall also be paid by Purchaser on the date of Closing.~~

12. Representations of Seller. Seller hereby represents to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Land in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Land and has not entered into any contract to sell the Land as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Except as set forth in the Site Investigation Reports, Seller has not received any notice of, and has no knowledge of, existing violations on the Land or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. Seller will convey the Land to Purchaser pursuant to the Quit Claim Deed.

D. All prior due general real estate related property taxes and assessments shall have been paid when due.

E. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could

have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

F. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

G. Except as set forth in the Site Investigation Reports, the Land and Seller: (i) are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

H. With the exception of the documents provided to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Land of which Seller is aware or that are in Seller's possession or control.

13. Representations of Purchaser. Purchaser hereby represents to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Land, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Upon termination, Seller may retain any deposit paid by Purchaser to Seller, except as otherwise provided in this Agreement.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, then Purchaser shall be entitled to (i) terminate this Agreement, and (ii) seek return of the deposit.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

15. Sale and Assignment of Agreement. Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

16. Special Assessments. Purchaser acknowledges that there are Special Assessments for sewer and water against the Land that will come due for payment in the future and that are in the principal amount of \$20,444.00, exclusive of interest. Purchaser agrees to pay said Special

Assessments in full as they come due. Purchaser unconditionally guarantees to Seller the current and timely payment of the Special Assessments, plus any interest that accumulates during repayment, until the Special Assessments are paid in full. Purchaser's personal guarantee shall bind Purchaser and its successors and assigns. Purchaser shall also provide an irrevocable Letter of Credit acceptable to Seller in the principal amount of \$20,444.00 as security for the timely payment of the Special Assessments as they come due. Seller shall have the right to draw against the Letter of Credit and to pursue any remedies necessary directly against Purchaser and its successors and assigns to obtain timely payment of the Special Assessments, including any interest, fees or penalties that may accrue due to the Special Assessments becoming delinquent. Purchaser's guarantee of the Special Assessments and Letter of Credit shall not be required if Purchaser pays the entire principal amount of the future Special Assessments at the time of closing, plus interest calculated to the date of closing.

17. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Land and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent to the respective addresses set forth below:

To Seller:

Howell Township
Attention: Clerk
3525 Byron Rd
Howell, MI 48855

To Purchaser:

CHESTNUT DEVELOPMENT, LLC
STEVE GRANOW
6253 GRAM RIVER
BRIGHTON, MI 48114

With a copy to:

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. The compensation owing to any broker or consultant shall be the responsibility of the party that engaged that broker or consultant. Each party agrees to hold the other party harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) that the other party shall ever suffer or incur because of any claim by each such broker or consultant. These obligations will survive closing or termination of this Agreement.

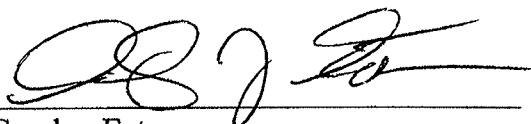
G. Purchaser shall draft the necessary documents for the Pineview Village Association to amend the Master Deed to remove the Land and the area surrounding the Seller's Land as identified in Exhibit B from the Pineview Village Association. Seller's obligation to execute any documents to amend the Master Deed or otherwise remove the Land and surrounding area identified in Exhibit B from the Pineview Village Association shall not arise until Closing. Seller will cooperate in good faith with the Purchaser to amend the Master Deed.

H. Purchaser may extend this Agreement for three (3) successive 30-day periods, by giving Seller notice of such extension on or before expiration of the initial closing period, or the extended closing period provided under this paragraph, and by purchasing each extension period for one thousand dollars (\$1,000.00), which shall not be refunded and shall not be credited to the Purchase Price at the time of Closing. Each individual 30-day period shall cost \$1,000. Tender of funds shall be made on or before the expiration of this agreement.

I. Closing and Title work may be completed by Land Title, 711 E. Grand River, Brighton, MI 48116, unless otherwise agreed by the parties.

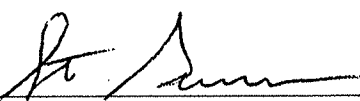
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

SELLER: HOWELL TOWNSHIP

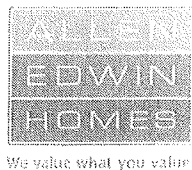
By: 

Carolyn Eaton
Its: Clerk

PURCHASER:

By: 

Name: Steve Gronow
Its: Member



April 3, 2017

Joe Daus
Zoning Administrator, Howell Township
3525 Byron Road
Howell, MI. 48855

Re: Oak Grove Meadows PUD and Site Plan Approvals

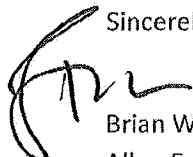
Dear Howell Township Board,

On May 1, 2015 and again on February 2, 2016 Allen Edwin Homes / CBL Development LLC requested a 1 year extension of the PUD and Site Plan approvals for Oak Grove Meadows. Both these request were approved by The Township Board at its regularly scheduled meetings. These request were based on the fact that it was not at that time feasible to proceed with the construction of the proposed development since we were still in process of building out the last and final phase of Amber Oaks. This phase has now been completed and the buildout of the remaining lots should be complete by the end of 2017. Therefore it is our intent now to start the construction of Phase 1 of the Oak Grove Meadows Development sometime in the spring of this year. For that reason we respectfully request an additional 1 year extension of the PUD and Site Plan approvals for the remaining 2 phases Oak Grove Meadows. This formal request is based on Article XX, Section 20.07 F.

Section 20.07 FINAL SITE PLAN REQUIREMENTS.

F. Extension of the Time for the Purpose of Keeping Approved Preliminary and Final Site Plans Effective Beyond the Required and Approved Time Limits. *If in the judgment of the Planning Commission or the Township Board, whichever has preliminary or final site plan approval, any of the following conditions prevail during the time limitations placed upon an approved preliminary or final site plan, a maximum of up to four (4) successive one (1) year extensions for any of the time limitations included in Section 20.06 E., 20.07 D., and 20.08 J.2), J.2)b) and J.2)d) may be approved under the following conditions:*

Should you have any questions or concerns please don't hesitate to contact me. We appreciate your consideration and look forward to your response.

Sincerely,

Brian Wood
Allen Edwin Homes

HOWELL TOWNSHIP

LAND USE PERMIT MARCH 2017

<u>NO.</u>	<u>NAME</u>	<u>ISSUED</u>	<u>PARCEL ID</u>	<u>PERMIT TYPE</u>	<u>PROPERTY ADDRESS</u>	<u>FEE</u>
17027	GREGG CHRISTINA	03/28/2017	4706-13-301-091	PORCH / DECK	355 GENEVA CT	50
17025	HOWES LARRY & BA	03/27/2017	4706-14-401-037	FENCE	3376 SUSAN DR	50
17026	EARL BRENTON T & J	03/27/2017	4706-23-200-024	WAIVER/TEMP	3025 OAK GROVE RD	20
17021	TANGER PROPRTIE	03/13/2017	4706-29-400-008	SIGN	1475 N BURKHART	175
17022	SVOBODA DEREK AN	03/13/2017	4706-13-301-183	NEW HOME	3696 AMBER OAKS DRIVE	75
17023	TANGER PROPRTIE	03/13/2017	4706-29-400-008	RETAIL STORE	1475 N BURKHART	250
17020	HOEFT GORDON & D	03/07/2017	4706-14-100-025	WAIVER/TEMP	1548 W BARRON	20
17018	WESTVIEW CAPITAL	03/02/2017	4706-13-301-174	NEW HOME	3659 AMBER OAKS DRIVE	75
17019	GOLSCH KEVIN AND	03/02/2017	4706-13-301-194	INGROUND POOL	3646 AMBER OAKS DRIVE	50

Monthly Activity Report for Feb/March 2017 – Assessing Dept/Brent Kilpela

MTT UPDATE:

7-Eleven v Howell Township: Pre-hearing general call will be January 2018.

Burkhart Ridge v Howell Township: Pre-hearing general call will be in November of 2017.

FSG Quality Living v Howell Township: I negotiated a Consent Judgement for 2016 appeal. Avoiding a trial and additional attorney fees saved the Township thousands of dollars. This appeal was for the vacant land. The consent judgement cost the township \$342 in lost revenue. This appeal was for one year and the parcel has now been improved with phase one of the assisted living completed.

SMALL CLAIMS TRIBUNAL:

Brewer Road Howell LLC v Howell Township: Tribunal decision handed down. The decision cost the township \$304 in lost revenue. The planned unit development is now moving forward after being stalled for quite some time. Ultimately it is in the townships best interest to get the parcel developed and have more sewer/water users online.

ASSESSING OFFICE:

JOE DAUS, FIELD INSPECTOR: Going to start field work soon as the weather is warming up. Starting on Section 27 as it contains many mature neighborhoods.

ASSESSOR: The March Board of Review docket had 35 petitions. Of the 35 petitions 11 of them were the Disabled Veteran's Exemptions. We had 13 property owners come before the board to protest their assessment. For 2017 the township experienced an overall increase of 2.8% in taxable value which equals 9.5 Million. This change is the combination of real property increasing by 15.1 Million and Personal Property decreasing by 5.6 Million. Personal Property values will continue to decrease as more qualify for small business exemption each year.

OTHER: Processed payroll while Clerk and Deputy Clerk were at training.

April 4, 2017 10:00am

Howell Township Waste Water Treatment Plant Meeting

Attending: Jean Graham, Brent Kilpela, Jerry Livernois, and Jonathan Hohenstein

January: Fecal Coliform limit exceeded – Jerry will be installing new UV lights to remedy this issue.

February: Ammonia limit exceeded – Blower motor tripped, but did not sent an alert. The modem was replaced and the alert system works again.

Asset Report is almost done.

Main Gate – Fix: The main gate to the plant was hit by a vehicle. The company that installed the gate will be coming out to fix it.

Barge: The quote from Aqua Cycle to build a very basic raft was \$10,000. This is around the same amount for the last barge, but not as good and not including all that the other barge had. Jerry will continue to search for a solution, including talking to a fabricator about outfitting the current pontoon boat to fit their needs.

Ferric Chloride: Currently the plant uses ferric chloride to treat for phosphates and as a flocking agent. Ferric is extremely corrosive. The ferric room is constantly needing new equipment due to the corrosive nature of ferric. Jerry would like to switch to Aluminum Chloride which is not as corrosive. Jerry will be getting us a quote on the switch over costs which include cleaning out the tank and disposing of the sludge at the bottom. Aluminum Chloride is a little more expensive to use, but parts should not wear out as fast and the treatment is better and the dosage more even (which is an issue with ferric in the winter.) The plant just installed a new ferric pump and will be installing another soon, we are still trying to find a replacement heater for the ferric room and Jerry is having to get the door into the ferric room replaced because the entire door frame and hinges are rusted beyond repair. All current equipment will be able to be used for the aluminum chloride.

Microstrainer: The microstrainer from the influent room has worn out. The brush and bearings on the screw inside the strainer were worn beyond repair. New parts have been ordered and a welder is fixing the strainer that the worn screw put holes in. The Township approved the \$6,397 quote to get this item fixed due to its importance to the plant and the lead time required to get the parts ordered and put in. The welder is also going to quote a rigging system that a chain fall could be attached to so that the microstrainer can be lifted out and the brushes and bearings checked on a more regular basis. Part of the wear on this screw comes from the lack of lubrication from the non-potable water system.

Non-Potable Water System: This system has never worked in the plant. According to Jerry it would take two pumps that cost \$20,000 each to make the system work. Spicer estimates engineering costs to be \$7,000. Jerry thinks it would be easier to get the water from MHOG. It would be easier to get the system hooked up and he doesn't think the screw would use very much water. Jerry would like a decision from the Township Board to start the process of working with MHOG to get the system set up.

Trans West lift station: There have been a few issues with the pumps at Trans West and with the sewage backing up the sewer main and either backing up into HATCH Stamping or not allowing HATCH's

sewage into the main. HATCH is the lowest point around and very close to the lift station. Jerry has given them a few options to fix the issue, none of which HATCH likes. The most recent event was during the wind storm that knocked out the phone line to that station and the pump couldn't send out an alarm when the water level got too high. The following are the options to resolve the issue.

1. Move the lift station so that it is larger and sits lower than HATCH. Estimate from Spicer \$250-300,000.
2. Have a company give the station a thorough going over and put the pump station in excellent condition (the pump station was built in 1988 and is an above ground pump station.) Cost unknown.
3. Replace the station with the same set-up but with new pumps and controls. Quote from Kerr Pump \$69,757 for the parts and \$30-40,000 for needed 'optional' equipment and installation.
4. Retro-fit the station with modern submersible pumps and the monitoring and remote operations system currently being used for our Tooley lift station. Kennedy Estimates work at \$125,000.

Jerry recommends option #4 for retro-fitting the station.

Respectably Submitted,

Jonathan Hohenstein

Howell Township Treasurer

Wastewater Treatment

- A total of 8.989 million gallons of wastewater was received and treated through the wastewater treatment facility during the month of January, 2017.
- Total daily effluent flows averaged .299 MGD, which is 40% of the design hydraulic capacity of the treatment facility. Total daily influent BOD load averaged 544 lbs/day, which is 39% of the design organic load.

Permit Parameter	Influent	Effluent	January Permit Limits
Carbonaceous BOD (mg/L)	208 mg/L	NA	Max. 7 Day Avg: NA mg/l
		0.0	Max 30 Day Avg: 13 mg/L
		0.0	Max Daily: 20 mg/L
		0.0	Max 7 Day Avg: 130 lbs
		0.0	Max 30 Day Avg: 81 lbs
		NA	Min % Removal: NA %
Suspended Solids (mg/L)	536 mg/L	2.6	Max. 7 Day Avg: 45 mg/L
		2.1	Max 30 Day Avg: 30 mg/L
		6.7	Max 7 Day Avg: 280 lbs
		5.3	Max 30 Day Avg: 190 lbs
		100%	Min % Removal: 85%
Total Phosphorus (mg/L)	5.47 mg/L	0.5	Max. Mo. Avg: 0.5 mg/L
		1.23	Max. Mon. Avg: 3.1 lbs
			Max lb/Month: NA lbs
			% Removal NA %
Ammonia Nitrogen (mg/L)	25 mg/L	0.1	Max 30 Day Avg: N/A mg/l
		0.3	Max Daily: 7.0 mg/L
		0.5	Max 7 Day Avg: 44 lbs
		0.1	Max 30 Day Avg: N/A lbs
		N/A	% Removal NA %
Fecal Coliform (cts/100ml)	NA	128	Max 7 Day Avg: 400 cts/100 ml
		54	Max 30 Day Avg: 200 cts/100 ml *
Dissolved Oxygen (mg/L)	NA	8.9	Daily Min: 7.0 mg/L
pH (standard units)	7.2	7.1	Daily Min: 6.5 su
		7.2	Daily Max: 9.0 su

Regulatory Matters

The Discharge Monitoring Report (DMR) has been electronically submitted to the Michigan Department of Environmental Quality.

Quarterly mercury sampling was conducted. Results were less than the minimum detectable level of 0.5 ng/L.

Health and Safety

- No accidents occurred in January

Collection System Issues

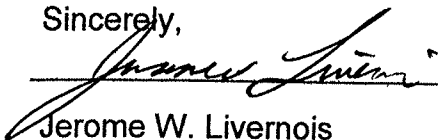
- 44 requests for Miss Dig in January.
- On January 23rd Kennedy industries repaired/replaced the leaking shaft seal on the #2 Pump at the Trans West Lift station.
- On January 26th Operators installed a new dialer at the Lambert Road Lift Station to replace the damaged dialer. The dialer keypad was no longer working preventing programming of the dialer.

Land Application Program

- No biosolids were hauled from the facility in January, 2017.

Thank you again for the opportunity to serve Howell Township. Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,



Jerome W. Livernois

Facility Manager

1.517.719.7486

Jerome.livernois@stservices.com

Wastewater Treatment

- A total of 8.911 million gallons of wastewater was received and treated through the wastewater treatment facility during the month of February, 2017.
- Total daily effluent flows averaged .328 MGD, which is 43% of the design hydraulic capacity of the treatment facility. Total daily influent BOD load averaged 423 lbs/day, which is 29% of the design organic load.

Parameter	Influent	Effluent	February Permit Limits
Carbonaceous BOD (mg/L)	161 mg/L	NA	Max. 7 Day Avg: NA mg/l
		0.0	Max 30 Day Avg: 13 mg/L
		0.0	Max Daily: 20 mg/L
		0.0	Max 7 Day Avg: 130 lbs
		0.0	Max 30 Day Avg: 81 lbs
		NA	Min % Removal: NA %
Suspended Solids (mg/L)	483 mg/L	6.8	Max. 7 Day Avg: 45 mg/L
		3.8	Max 30 Day Avg: 30 mg/L
		21.2	Max 7 Day Avg: 280 lbs
		10.4	Max 30 Day Avg: 190 lbs
		99%	Min % Removal: 85%
Total Phosphorus (mg/L)	4.88 mg/L	0.5	Max. Mo. Avg: 0.5 mg/L
		1.27	Max. Mon. Avg: 3.1 lbs
			Max lb/Month: NA lbs
			% Removal NA %
Ammonia Nitrogen (mg/L)	25.1 mg/L	1.1	Max 30 Day Avg: N/A mg/l
		9.5	Max Daily: 7.0 mg/L *
		21.2	Max 7 Day Avg: 44 lbs
		3.8	Max 30 Day Avg: N/A lbs
		N/A	% Removal NA %
Fecal Coliform (cts/100mL)	NA	49	Max 7 Day Avg: 400 cts/100 ml
		20	Max 30 Day Avg: 200 cts/100 ml
Dissolved Oxygen (mg/L)	NA	7.7	Daily Min: 7.0 mg/L
pH (standard units)	7.2	7.0	Daily Min: 6.5 su
		7.3	Daily Max: 9.0 su

Regulatory Matters

The Discharge Monitoring Report (DMR) has been electronically submitted to the Michigan Department of Environmental Quality.

On Monday, February 27th, operators discovered that the aeration basin blowers were off. This caused a permit limit excursion for ammonia on the 27th which was reported to the Michigan Department of Environmental Quality. It was found that though the alarm did activate, the modem for the SCADA computer failed thereby not notifying operators of an alarm. A new modem was ordered and installed by Micro Works Computing INC. on Friday March 3rd. The plant is now Back to normal operations.

Health and Safety

- No accidents occurred in February.

Collection System Issues

- 44 requests for Miss Dig in February

Maintenance

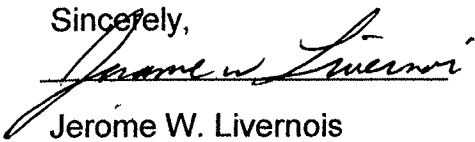
- 52 work orders were completed in February

Land Application Program

- No biosolids were hauled from the facility in February, 2017.

Thank you again for the opportunity to serve Howell Township. Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,



Jerome W. Livernois

Facility Manager

1.517.719.7486

Jerome.livernois@stservices.com

Howell Township Wastewater Treatment Plant & Lift Stations
 NPDES Permit Number M0055727

Capital Repair/Improvement Projects Report
 January-17

Project	Priority 1-5 high to low	Description of Problem	Recommended Solution	Estimated Cost	Recommended Target Date	Status	Notes
East Lagoon Dike Liner Repair	1 (2014)	A significant amount of liner is exposed from erosion & muskrat damage near the waters edge (200 ft plus)	First control muskrat population by licensed trapping. Second, hire contractor to cover exposed liner with soil, stone, and vegetation.	\$6,450 budget price per quote from Green-Up Landscape	Spring - Summer 2016	Completed November 2016	Todd's Landscaping completed project during the first wee of November 2016.
Tooley Lift Station Repair	1 (2016)	Lift station is currently inoperable due to failure of pump control system. Station needs repaired prior to the completion of the new senior citizens center under construction on Burkhardt Road.	Replace pump control system with a new transducer and PLC	\$5,260 budget price from Kennedy industries to replace controls with new transducer and PLC.	Prior to Completion of Senior Center	Completed December 1st, 2016	Kennedy industries completed work. Remote access to lift station operable.
Trans West Lift Station	2 (2014)	Lift station is in poor condition. This station is critical to the system and has a high risk of failure due to equipment age. Expect high repair costs on annual basis until replaced. This is a duplex station and the #2 pump VFD failed. Pump #2 is now hard wired to starter which causes it to demand max power at all times when running. Due to power demand without the VFD, this pump will most likely not run under generator power. In the event of a power outage, only the #1 pump is available.	A project to completely replace the lift station should be considered. Electrician should evaluate whether a VFD or soft start is best solution to restore the full capacity and operational redundancy of this station.	\$232,250 - 286,000 budget price per Spicer Engineering	Within next 3-5 years	Open	One of four major lift stations that pump directly to the WWTP. This station is highly critical to the operation due to the large service area it covers and high flow.
Grand River Lift Station	2 (2014)	Biolac diffusers/membranes should be routinely inspected and replaced on an as needed basis. Many of the diffusers are older than their 5-7 year expected life. Existing floatation raft that was provided with the plant is not adequate to mitigate the safety hazards associated with performing the activity in house. Without the correct equipment to access the diffusers with on site staff, a contractor will be needed to replace diffusers at a much higher one time cost.	We recommend the Township consider the purchase of a specialized raft that can be used to safely access the biolac diffusers for periodic inspection and replacement. We will pull up all the diffusers over a three year period to inspect and replace as needed with the use of the raft.	\$3,000.00 - \$8,000 budget price	Within 1 year	Open	Key is to restore this station to full capacity under both normal and backup power conditions. Next step is to request a review and recommendation from Kennedy Industries. The review and recommendation should be completed at no cost.
Biolac Diffuser Replacement Project	2 (2016)			\$7957.00 + \$100.00 delivery. Also \$3000.00 for a launch and retrieval system.	unknown	Unknown	Requested quote from Aqua Cycle

Howell Township Wastewater Treatment Plant & Lift Stations
 NPDES Permit Number M10055727

Capital Repair/Improvement Projects Report
 January-17

Project	Priority 1-5 high to low	Description of Problem	Recommended Solution	Estimated Cost	Recommended Target Date	Status	Notes
New permanent UV Disinfection System Channel Covers	4 (2015)	Original covers were removed in order to pull bulbs for routine cleaning. The design did not account for the removal of the bulbs for maintenance purposes. Plywood covers have been used as a temporary mechanism to cover the pit. The plant nonpotable water system does not work. Existing system will not function as intended. Nonpotable system is needed for wash down water at individual plant processes, to maintain good housekeeping, and to provide water for the grit removal and solids screening units.	Construct and install more permanent covers over UV channel. Find local fabricator to provide a quote.	Cost unknown	Determine once higher priority items are completed	On Hold	
Non Potable Water System Improvement	4 (has not worked from commissioning of the plant 2000.)		Engineer to design new system	\$7,000 budget estimate for design work	Consider with any future WWTP improvement projects	On Hold	Not critical to plant operations. Will become a higher priority if plant flows increase.
Chemical Room Heater Replacement	2 (2014)	Unit is beyond repair. Replacement is the only viable option.	Purchase new heater unit for bulk chemical storage room. STS personnel can complete the installation.	\$850.00	Prior to next hard winter	Open	This winter has been fairly warm and the heater in headworks side of shared building has kept temps above freezing. However, a cold winter will jeopardize the ferric feed with freezing and new heater should be considered soon.
Replace Current Dialer Alarms at Lift Stations with New SCADA Technology for Monitoring and Alarms	5 (2015)	Replace dialers with web based monitoring system	Consider replacing the current lift station dialer alarms with more reliable and cost efficient SCADA technology. Recommend budgeting to replace all lift station dialers over three year period.	\$42,000.00	2017-2020	On Hold	Maintaining phone lines for all the dialers is expensive and industry has moved away from these old alarms systems by just replacing them with better technology that is cheaper to maintain in long run.
Clarifier Scum/Floatables Removal System Improvement	5 (has not worked since commissioning of the plant 2000.)	This system not functioning as intended causes a buildup of "scum" on the top of the clarifiers and a freezing problem in the winter. A temporary system has been put in place to alleviate this problem. However a more permanent fix needs to be addressed as time and fiscal conditions allow.	Modify current design of system for disposal of clarifier skimmer debris.	\$29,000 - \$51,000 per Spicer Engineering	Consider with any future WWTP improvement projects	On Hold	Not critical to plant operations. Will become a higher priority if plant flows increase.

Howell Township
Invoice and Check Registers

As of 4/5/2017

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

Inv Ref#	Vendor	Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
0006790219	MICHIGAN.COM	JANUARY PUBLICATIONS		01/29/2017 BRENT KILPELA	02/18/2017	315.00	0.00	Paid	Y 02/09/2017
15085	JANUARY PUBLICATIONS	101-412-900.00		BOARD OF APPEALS PRINTING & PUBLICTN EX		110.00			
		101-101-900.00		TWP BOARD PRINTING & PUBLICATION EXPENS		205.00			
205009207244	CONSUMERS ENERGY	TWP HALL JANUARY 2017		02/02/2017 BRENT KILPELA	02/27/2017	468.56	0.00	Paid	Y 02/09/2017
15086	TWP HALL JANUARY 2017	101-265-922.00		TWP HALL NATURAL GAS EXPENSE		468.56			
203051350512	CONSUMERS ENERGY	391 N BURKHART RD JANUARY 2017		01/31/2017 BRENT KILPELA	02/24/2017	19.21	0.00	Paid	Y 02/09/2017
15087	391 N BURKHART RD JANUARY 2017	590-442-922.00		WWTP NATURAL GAS EXPENSE		19.21			
205276167816	CONSUMERS ENERGY	1222 PACKARD DRIVE JANUARY 2017		02/01/2017 BRENT KILPELA	02/16/2017	830.65	0.00	Paid	Y 02/09/2017
15088	1222 PACKARD DRIVE JANUARY 2017	590-442-922.00		WWTP NATURAL GAS EXPENSE		830.65			
206255066298	CONSUMERS ENERGY	2517 OAKGROVE ROAD JAN 2017		02/03/2017 BRENT KILPELA	02/28/2017	28.72	0.00	Paid	Y 02/09/2017
15089	2517 OAKGROVE ROAD JAN 2017	590-442-922.00		WWTP NATURAL GAS EXPENSE		28.72			
17079	SEVERN TRENT	WWTP MAINTENANCE FEB 2017		02/01/2017 BRENT KILPELA	03/03/2017	23,848.99	0.00	Paid	Y 02/09/2017
15090	WWTP MAINTENANCE FEB 2017	590-442-801.00		WWTP CONTRACTED SVCS EXPENSE		23,848.99			
700982	KARLABORATORIES, INC	MERCURY SAMPLING		01/30/2017 BRENT KILPELA	02/28/2017	600.00	0.00	Paid	Y 02/09/2017
15091	MERCURY SAMPLING	590-442-801.00		WWTP CONTRACTED SVCS EXPENSE		600.00			
02/02/2017	DTE ENERGY	391 N BURKHART JAN 2017		02/02/2017 BRENT KILPELA	02/24/2017	122.75	0.00	Paid	Y 02/09/2017
15092	391 N BURKHART JAN 2017	590-442-920.00		WWTP ELECTRICITY EXPENSE		122.75			
02/02/2017	DTE ENERGY	1009 N BURKHART JAN 2017		02/02/2017 BRENT KILPELA	02/24/2017	180.81	0.00	Paid	Y 02/09/2017
15093	1009 N BURKHART JAN 2017	590-442-920.00		WWTP ELECTRICITY EXPENSE		180.81			
02/02/2017	DTE ENERGY	2571 OAK GROVE ROAD JAN 2017		02/02/2017 BRENT KILPELA	02/23/2017	579.46	0.00	Paid	Y 02/09/2017
15094	2571 OAK GROVE ROAD JAN 2017	590-442-920.00		WWTP ELECTRICITY EXPENSE		579.46			

Inv Num	Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
15095		DTE ENERGY 1907 OAK GROVE ROAD JAN 2017 592-000-160.01	02/01/2017 BRENT KILPELA SWR/WTR FUND 8 PROPERTY OAK GROVE	02/23/2017	24.52	0.00	Paid	02/09/2017
84603		TRUE VALUE HARDWARE REPLACEMENT KEYS 590-442-956.00	02/03/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	02/15/2017	7.77	0.00	Paid	02/09/2017
517548561901		AT&T 517 548-5619 FEBRUARY 2017 590-442-850.00	01/28/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	02/16/2017	41.91	0.00	Paid	02/09/2017
517548388801		AT&T 517 548-3888 FEBRUARY 2017 590-442-850.00	01/28/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	02/16/2017	69.92	0.00	Paid	02/09/2017
2/9/2017		MICHIGAN ASSOC OF MUNICIPAL CLKS DEBBY JOHNSON REGISTRATION FEE YEA 101-215-720.00	02/09/2017 BRENT KILPELA CLERK EDUCATION EXPENSE	02/24/2017	600.00	0.00	Paid	02/09/2017
2/14/2017		ECONO PRINT POSTAGE FOR 2017 CHANGE NOTICES 101-209-726.00	02/14/2017 BRENT KILPELA ASSESSING POSTAGE EXPENSE	02/15/2017	1,480.26	0.00	Paid	02/14/2017
2/13/2017		JONATHAN HOHENSTEIN TREASURER MILEAGE 101-253-860.00	02/13/2017 BRENT KILPELA TREASURER MILEAGE & EXPENSES	02/15/2017	56.39	0.00	Paid	02/14/2017
2/8/2017		LIVINGSTON COUNTY TREASURER CHARGEBACKS 101-547-978.00	02/08/2017 BRENT KILPELA GEN FUND CHARGEBACK EXPENSE	02/15/2017	25.28	0.00	Paid	02/14/2017
2143110		CARLISLE WORTMAN GENERAL CONSULTATION 101-400-801.00	02/10/2017 BRENT KILPELA PLANNING-CONTRACTED PLANNER EXPENSE	02/15/2017	1,160.00	0.00	Paid	02/14/2017
84726		TRUE VALUE HARDWARE MOUSE TRAPS 590-442-956.00	02/13/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	02/15/2017	5.07	0.00	Paid	02/14/2017

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Inv Num	Vendor Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2/9/2017								
15105	RANDY'S SERVICE STATION DIESEL FUEL FOR PUMP STATION		02/09/2017 BRENT KILPELA	02/15/2017	1,136.35	0.00	Paid	Y 02/14/2017
	590-442-956.00	WWTP MISCELLANEOUS EXPENSE			1,136.35			
2/8/2017								
15106	DTE ENERGY 2700 TOOLEY ROAD FEBRUARY 2017		02/08/2017 BRENT KILPELA	03/02/2017	151.79	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			151.79			
2/8/2017								
15107	DTE ENERGY 1216 PACKARD FEB 2017		02/08/2017 BRENT KILPELA	03/02/2017	11.69	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			11.69			
2/8/2017								
15108	DTE ENERGY 2559 W GRAND RIVER FEB 2017		02/08/2017 BRENT KILPELA	03/02/2017	348.03	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			348.03			
2/8/2017								
15109	DTE ENERGY 1034 AUSTIN CT FEB 2017		02/08/2017 BRENT KILPELA	03/02/2017	342.72	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			342.72			
02/08/2017								
15110	DTE ENERGY 1575 N BURKHART FEB 2017		02/08/2017 BRENT KILPELA	03/02/2017	675.83	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			675.83			
2/8/2017								
15111	DTE ENERGY 1222 PACKARD FEB 2017		02/08/2017 BRENT KILPELA	03/02/2017	4,821.01	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			4,821.01			
2/8/2017								
15112	DTE ENERGY 3888 OAKGROVE FEB 2017		02/08/2017 BRENT KILPELA	03/02/2017	197.31	0.00	Paid	Y 02/14/2017
	590-442-920.00	WWTP ELECTRICITY EXPENSE			197.31			
725276884								
15113	CINTAS CORPORATION #725 BLUE MATS		02/15/2017 BRENT KILPELA	03/10/2017	53.09	0.00	Paid	Y 02/15/2017
	101-265-775.00	TWP HALL OFFICE CLEANING & MAINT EXPENS			53.09			
2/16/2017								
15114	HOWELL PUBLIC SCHOOLS W2016 TAXES 2/1/17 - 2/15/17		02/16/2017 BRENT KILPELA	02/28/2017	317,480.88	0.00	Paid	Y 02/16/2017
	703-000-225.91	TAX DUE TO HOWELL SCHLS DEBT WINTER			317,480.88			

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

2/16/2017	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
15115	HOWELL AREA FIRE AUTHORITY W2016 TAXES 2/1/17 - 2/15/17 703-000-234.90	02/16/2017 BRENT KILPELA	02/28/2017	151,274.71	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO HOWELL FIRE WINTER			151,274.71			
15116	FOWLERVILLE DIST LIBRARY W2016 TAXES 2/1/17 - 2/15/17 703-000-223.91	02/16/2017 BRENT KILPELA	02/28/2017	3,968.00	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO FOWL LIBRARY WINTER			3,968.00			
15117	FOWLERVILLE SCHOOLS W2016 TAXES 2/1/17 - 2/15/17 703-000-226.91	02/16/2017 BRENT KILPELA	02/28/2017	27,092.09	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO FOWL SCHLS DEBT WINTER			27,092.09			
15118	HOWELL CARNEGIE LIBRARY W2016 TAXES 2/1/17 - 2/15/17 703-000-223.90	02/16/2017 BRENT KILPELA	02/28/2017	107,602.52	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO HOWELL LIBRARY WINTER			107,602.52			
15119	LIVINGSTON COUNTY TREASURER W2016 TAXES 2/1/17 - 2/15/17 703-000-228.90	02/16/2017 BRENT KILPELA	02/28/2017	72,355.07	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO COUNTY WINTER			72,355.07			
15120	LIVINGSTON COUNTY TREASURER W2016 TAXES 2/1/17 - 2/15/17 703-000-228.00	02/16/2017 BRENT KILPELA	02/28/2017	3,001.39	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO COUNTY SUMMER			3,001.39			
15121	HOWELL PUBLIC SCHOOLS W2016 TAXES 2/1/17 - 2/15/17 703-000-225.01	02/16/2017 BRENT KILPELA	02/28/2017	4,901.36	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO HOWELL SCHLS OPER SUMMER			4,901.36			
15122	LIVINGSTON COUNTY TREASURER W2016 TAXES 2/1/17 - 2/15/17 703-000-228.01	02/16/2017 BRENT KILPELA	02/28/2017	5,343.89	0.00	Paid	Y 02/16/2017
2/16/17	TAX DUE TO COUNTY SET SUMMER			5,343.89			
15123	HOWELL PUBLIC SCHOOLS W2016 TAXES 2/1/17 - 2/15/17 703-000-225.00	02/16/2017 BRENT KILPELA	02/28/2017	2,559.50	0.00	Paid	Y 02/16/2017
2/16/2017	TAX DUE TO HOWELL SCHLS DEBT SUMMER			2,559.50			
15124	LIV EDUC SERVICE AGENCY W2016 TAXES 2/1/17 - 2/15/17 703-000-227.00	02/16/2017 BRENT KILPELA	02/28/2017	2,991.15	0.00	Paid	Y 02/16/2017
2/16/2017	TAX DUE TO LESA SUMMER			2,991.15			

User: BRENT KILPELA
 DB: Howell Twp
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 Inv Num Description
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Inv Num	Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
02/16/2017	15125	A E G DEVELOPMENT LLC Win Tax Refund 4706-13-301-206 703-000-214.10	02/16/2017 BRENT KILPELA TAX DUE TO TAXPAYERS	02/23/2017	601.68	0.00	Paid	Y 02/16/2017
02/16/2017	15126	DEVON TITLE AGENCY Win Tax Refund 4706-13-301-222 703-000-214.10	02/16/2017 BRENT KILPELA TAX DUE TO TAXPAYERS	02/23/2017	697.16	0.00	Paid	Y 02/16/2017
2/21/2017	15127	PITNEY BOWES RESERVE ACCOUNT POSTAGE METER REFILL 101-000-123.00	02/21/2017 BRENT KILPELA GEN FUND PREPAID EXPENSES	03/01/2017	1,500.00	0.00	Paid	Y 02/22/2017
2/21/2017	15128	CAROL MAKUSHIK DEPUTY TREASURER MILEAGE 101-253-860.00	02/21/2017 BRENT KILPELA TREASURER MILEAGE & EXPENSES	03/01/2017	25.89	0.00	Paid	Y 02/22/2017
12/31/2016	15129	CAROL MAKUSHIK DEPUTY TREASURER MILEAGE 101-253-860.00	02/21/2017 BRENT KILPELA TREASURER MILEAGE & EXPENSES	03/01/2017	10.80	0.00	Paid	Y 02/22/2017
2/13/17	15130	DTE ENERGY TWP HALL FEB 2017 101-265-920.00	02/13/2017 BRENT KILPELA TWP HALL ELECTRICITY EXPENSE	03/07/2017	502.07	0.00	Paid	Y 02/22/2017
54239	15131	MICRO WORKS COMPUTING, INC INSTALL UPDATES ON SERVER 101-265-728.00	02/14/2017 BRENT KILPELA TWP HALL COMPUTER SUPPORT EXPENSE	03/06/2017	37.50	0.00	Paid	Y 02/22/2017
000616898484	15132	MUTUAL OF OMAHA INSURANCE COMPANY TWP HALL LIFE INSURANCE 101-265-721.00	02/16/2017 BRENT KILPELA TWP HALL LIFE INSURANCE EXPENSE	03/01/2017	195.25	0.00	Paid	Y 02/22/2017
02/16/2017	15133	ACCIDENT FUND OF MICHIGAN WORKMANS COMP POLICY PREMIUM 101-265-822.00	02/16/2017 BRENT KILPELA TWP HALL INSURANCE & BOND EXPENSE	03/18/2017	760.00	0.00	Paid	Y 02/22/2017
2/13/2017	15134	DTE ENERGY 271 E HIGHLAND FEB 2017 590-442-920.00	02/13/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	03/07/2017	99.16	0.00	Paid	Y 02/22/2017

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Inv Num	Inv Ref#	Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
84780	15135	TRUE VALUE HARDWARE THERM UTIL PUMP 590-442-956.00		02/16/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	03/15/2017	83.99	0.00	Paid	Y 02/22/2017
84775	15136	TRUE VALUE HARDWARE PUMP AND COUPLERS 590-442-956.00		02/16/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	03/15/2017	101.95	0.00	Paid	Y 02/22/2017
517552195602	15137	AT&T 517 552-1956 FOR MARCH 2017 590-442-850.00		02/13/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	03/04/2017	51.18	0.00	Paid	Y 02/22/2017
854006222-5	15138	AT&T LONG DISTANCE WWTP LONG DISTANCE 590-442-850.00		02/06/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	03/08/2017	11.65	0.00	Paid	Y 02/22/2017
575223	15139	KENNEDY INDUSTRIES INC FIELD SERVICE 590-442-801.00		02/16/2017 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	03/16/2017	339.50	0.00	Paid	Y 02/22/2017
170199	15140	M & K JETTING AND TELEVISION CLEANED LIFT STATION 590-442-801.00		02/16/2017 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	03/18/2017	740.00	0.00	Paid	Y 02/22/2017
517552853702	15141	AT&T 517 552-8537 FOR MARCH 2017 (FINAL 590-442-850.00		02/13/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	03/04/2017	91.43	0.00	Paid	Y 02/22/2017
7378600	15142	DTE ENERGY STREETLIGHTS 101-268-920.00		02/21/2017 BRENT KILPELA TWP AT LARGE STREETLIGHT EXPENSE	03/14/2017	360.52	0.00	Paid	Y 02/27/2017
761-8152826	15143	STATE OF MICHIGAN ANNUAL PERMIT FEE 590-442-969.01		02/17/2017 BRENT KILPELA WWTP BIOSOLIDS REMOVAL AND LAND APPL EX	04/03/2017	751.50	0.00	Paid	Y 02/27/2017
1091583-01	15144	DACO REPAIR COMPRESSOR 590-442-930.00		02/12/2017 BRENT KILPELA WWTP EQUIPMENT REPAIR EXPENSE	03/12/2017	1,687.15	0.00	Paid	Y 02/27/2017

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Inv Num	Inv Ref#	Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
3/1/2017	15145	LIVINGSTON COUNTY TREASURER 2016 COUNTY DRAINS AT LARGE 101-268-974.00	TWP AT LARGE DRAIN EXPENSE	03/01/2017 BRENT KILPELA	03/15/2017	18,313.75	0.00	Paid	Y 03/01/2017
247927	15146	BIG PDQ 24X36 BOND COPIES TO PDF 101-265-860.00	TWP HALL MILEAGE & EXPENSES	02/27/2017 BRENT KILPELA	03/15/2017	45.63	0.00	Paid	Y 03/01/2017
02/22/17	15147	COMCAST TWP HALL MARCH 2017 101-265-850.00	TWP HALL TELEPHONE EXPENSE	02/22/2017 BRENT KILPELA	03/15/2017	341.09	0.00	Paid	Y 03/01/2017
150560912	15148	AT&T U-VERSE MARCH 2017 590-442-850.00	WWTP TELEPHONE EXPENSE	02/19/2017 BRENT KILPELA	03/11/2017	50.60	0.00	Paid	Y 03/01/2017
3/1/2017	15149	HOWELL PUBLIC SCHOOLS S2016 TAXES 2/16/17 - 2/29/17 703-000-225.00	TAX DUE TO HOWELL SCHLS DEBT SUMMER	03/01/2017 BRENT KILPELA	03/15/2017	1,411.50	0.00	Paid	Y 03/02/2017
3/1/2017	15150	LIV EDUC SERVICE AGENCY S2016 TAXES 2/16/17 - 2/28/17 703-000-227.00	TAX DUE TO LESA SUMMER	03/01/2017 BRENT KILPELA	03/15/2017	1,481.37	0.00	Paid	Y 03/02/2017
3/1/2017	15151	HOWELL PUBLIC SCHOOLS S2016 TAXES 2/16/17 - 2/28/17 703-000-225.01	TAX DUE TO HOWELL SCHLS OPER SUMMER	03/01/2017 BRENT KILPELA	03/15/2017	611.66	0.00	Paid	Y 03/02/2017
3/1/2017	15152	LIVINGSTON COUNTY TREASURER S2016 TAXES 2/16/17 - 2/28/17 703-000-228.01	TAX DUE TO COUNTY SET SUMMER	03/01/2017 BRENT KILPELA	03/15/2017	2,646.55	0.00	Paid	Y 03/02/2017
3/1/2017	15153	LIVINGSTON COUNTY TREASURER S2016 TAXES 2/16/17 - 2/28/17 703-000-228.00	TAX DUE TO COUNTY SUMMER	03/01/2017 BRENT KILPELA	03/15/2017	1,486.46	0.00	Paid	Y 03/02/2017
3/1/2017	15154	HOWELL AREA FIRE AUTHORITY W2016 TAXES 2/16/17 - 2/28/2017 703-000-234.90	TAX DUE TO HOWELL FIRE WINTER	03/01/2017 BRENT KILPELA	03/15/2017	10,381.57	0.00	Paid	Y 03/02/2017

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
15155	FOWLerville DIST LIBRARY W2016 TAXES 2/16/17 - 2/28/17 703-000-223.91	03/01/2017 BRENT KILPELA	03/15/2017	111.65	0.00	Paid	Y 03/02/2017
03/01/2017							
15156	FOWLerville SCHOOLS W2016 TAXES 2/16/17 - 2/28/17 703-000-226.91	03/01/2017 BRENT KILPELA	03/15/2017	762.30	0.00	Paid	Y 03/02/2017
03/01/2017							
15157	HOWELL CARNEGIE LIBRARY W2016 TAXES 2/16/17 - 2/28/17 703-000-223.90	03/01/2017 BRENT KILPELA	03/15/2017	7,509.06	0.00	Paid	Y 03/02/2017
03/01/2017							
15158	LIVINGSTON COUNTY TREASURER W2016 TAXES 2/16/17 - 2/28/17 703-000-228.90	03/01/2017 BRENT KILPELA	03/15/2017	5,029.75	0.00	Paid	Y 03/02/2017
03/01/17							
15159	HOWELL PUBLIC SCHOOLS W2016 TAXES 2/16/17 - 2/28/17 703-000-225.91	03/01/2017 BRENT KILPELA	03/15/2017	22,155.49	0.00	Paid	Y 03/02/2017
03/02/2017							
15160	LAFERTY (KRAVENS) JESSICA Win Tax Refund 4706-27-201-021 703-000-214.10	03/02/2017 BRENT KILPELA	03/09/2017	35.03	0.00	Paid	Y 03/02/2017
03/02/2017							
15161	PAGLIANO CARLOS & EGLANTINE Win Tax Refund 4706-27-302-016 703-000-214.10	03/02/2017 BRENT KILPELA	03/09/2017	10.00	0.00	Paid	Y 03/02/2017
203496373484							
15162	CONSUMERS ENERGY TWP HALL MARCH 2017 101-265-922.00	03/02/2017 BRENT KILPELA	03/27/2017	393.97	0.00	Paid	Y 03/08/2017
00130045							
15163	ROCKET ENTERPRISES ANNUAL FLAG SERVICE 3/17 - 2/18 101-265-930.00	03/01/2017 BRENT KILPELA	03/30/2017	350.00	0.00	Paid	Y 03/08/2017
399652							
15164	CULLIGAN WATER ANNUAL WATER COOLER RENTAL 101-265-727.00	03/06/2017 BRENT KILPELA	03/30/2017	133.50	0.00	Paid	Y 03/08/2017

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

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 User: BRENT KILPELA
 DB: Howell Twp

Inv Num	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
3/8/2017	GL Distribution						
15165	JEAN GRAHAM CLERK MILEAGE & EXPENSES 101-215-860.00 101-265-727.00	03/08/2017 BRENT KILPELA	03/15/2017	118.31	0.00	Paid	Y 03/08/2017
1863	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE			78.48			
				39.83			
15166	HURON CEMETERY MAINT INC OPEN & CLOSE GRAVE JONATHAN TUCKER 101-000-642.01	02/27/2017 BRENT KILPELA	03/27/2017	775.00	0.00	Paid	Y 03/08/2017
208.0228007	GEN FUND GRAVE OPENINGS INCOME			775.00			
15167	HOWELL PARKS AND RECREATION 2ND QUARTER 2017 PARTICIPATION FEE 220-000-801.00	02/28/2017 BRENT KILPELA	03/30/2017	13,000.00	0.00	Paid	Y 03/08/2017
59682	REC FUND CONTRACTED SVCS EXPENSE			13,000.00			
15168	ECONO PRINT 2017 ASSESSMENT NOTICES 101-209-726.00	02/27/2017 BRENT KILPELA	03/08/2017	560.72	0.00	Paid	Y 03/08/2017
	ASSESSING POSTAGE EXPENSE			560.72			
3/1/2017							
15169	CAREFREE MAINTENANCE CO. TWP HALL CLEANING FEB 2017 101-265-775.00	03/01/2017 BRENT KILPELA	03/15/2017	230.00	0.00	Paid	Y 03/08/2017
76079	TWP HALL OFFICE CLEANING & MAINT EXPENS			230.00			
15170	MASTER MEDIA OFFICE SUPPLIES 101-265-727.01	02/28/2017 BRENT KILPELA	03/28/2017	81.61	0.00	Paid	Y 03/08/2017
	TWP HALL OFFICE SUPPLIES EXPENSE			81.61			
0006820807							
15171	MICHIGAN.COM FEBRUARY PUBLICATIONS 101-402-900.00 101-247-900.00 101-101-900.00	02/26/2017 BRENT KILPELA	03/18/2017	365.00	0.00	Paid	Y 03/08/2017
	ZONING PRINTING & PUBLICATION EXP			70.00			
	BOARD OF REVIEW PRINTING & PUB EXP			240.00			
	TWP BOARD PRINTING & PUBLICATION EXPENS			55.00			
03/06/2017							
15172	JULIUS DAUS III ZONING MILEAGE 101-402-860.00	03/06/2017 BRENT KILPELA	03/15/2017	72.76	0.00	Paid	Y 03/08/2017
	ZONING MILEAGE & EXPENSES			72.76			
35846							
15173	FAHEY SCHULTZ BURZYCH RHODES 7-ELEVEN, INC. 101-209-801.00	03/02/2017 BRENT KILPELA	03/31/2017	95.00	0.00	Paid	Y 03/08/2017
	ASSESSING LEGAL (CONTRACT SVC) EXPENSE			95.00			
35847							
15174	FAHEY SCHULTZ BURZYCH RHODES BURKHARDT RIDGE LLC 101-209-801.00	03/02/2017 BRENT KILPELA	03/31/2017	190.00	0.00	Paid	Y 03/08/2017
	ASSESSING LEGAL (CONTRACT SVC) EXPENSE			190.00			

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Inv Num	Inv Ref#	Vendor Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	JrnLized Post Date
35848	15175	FAHEY SCHULTZ BURZYCH RHODES BURKHARDT ROAD ASSOC. 101-400-801.01		03/02/2017 BRENT KILPELA PLANNING LEGAL EXPENSE	03/31/2017	399.00	0.00	Paid	Y 03/08/2017
35849	15176	FAHEY SCHULTZ BURZYCH RHODES FSG QUALITY LIVING LLC 2016 APPEAL 101-209-801.00		03/02/2017 BRENT KILPELA ASSESSING LEGAL (CONTRACT SVC) EXPENSE	03/31/2017	323.00	0.00	Paid	Y 03/08/2017
35850	15177	FAHEY SCHULTZ BURZYCH RHODES PERSONNEL ISSUES 101-265-801.01		03/02/2017 BRENT KILPELA TWP HALL LEGAL EXPENSE	03/31/2017	144.00	0.00	Paid	Y 03/08/2017
35852	15178	FAHEY SCHULTZ BURZYCH RHODES ZONING 101-400-801.01		03/02/2017 BRENT KILPELA PLANNING LEGAL EXPENSE	03/31/2017	114.00	0.00	Paid	Y 03/08/2017
35851	15179	FAHEY SCHULTZ BURZYCH RHODES RAINBOW 592-852-801.01		03/03/2017 BRENT KILPELA SWR/WTR 8 LEGAL EXPENSE	03/31/2017	8,110.00	0.00	Paid	Y 03/08/2017
184907	15180	SPICER GROUP 2800 HIGHLAND SANITARY CONNECTION 101-447-801.00		02/27/2017 BRENT KILPELA ENGINEERING CONTRACTED SVCS EXPENSE	03/31/2017	196.20	0.00	Paid	Y 03/08/2017
184932	15181	SPICER GROUP OAK GROVE MEADOWS REVIEW 101-000-203.09		02/27/2017 BRENT KILPELA ENG ESCROW-REF ALLEN EDWIN HOMES/OAK GR	03/31/2017	1,012.05	0.00	Paid	Y 03/08/2017
3302952498	15182	PITNEY BOWES GLOBAL FINANCIAL SERV. QUARTERLY LEASE 12/30/16 - 03/29/17 101-265-930.01		03/01/2017 BRENT KILPELA TWP HALL OFFICE EQUIPMENT & REPAIR	03/31/2017	380.43	0.00	Paid	Y 03/13/2017
3/8/2017	15183	LIVINGSTON COUNTY TREASURER MOBILE HOME FEES FEBRUARY 2017 701-000-239.00		03/08/2017 BRENT KILPELA TRUST MOBILE HOME TAX PAYABLE	03/15/2017	742.50	0.00	Paid	Y 03/13/2017
3/1/2017	15184	LIVINGSTON COUNTY TREASURER DOG LICENSES FEBRUARY 2017 701-000-238.00		03/01/2017 BRENT KILPELA TRUST DUE TO COUNTY DOG LICENSE	03/15/2017	260.50	0.00	Paid	Y 03/13/2017

User: BRENT KILPELA
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 GL Distribution

Inv Num	Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
3/1/2017								
15185		DTE ENERGY 1907 OAK GROVE ROAD FEB 2017 592-000-160.01	03/01/2017 BRENT KILPELA SWR/WTR FUND 8 PROPERTY OAK GROVE	03/23/2017	13.83	0.00	Paid	Y 03/13/2017
3/2/2017								
15186		DTE ENERGY 1009 N BURKHART ROAD FEB 2017 590-442-920.00	03/02/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	03/24/2017	137.40	0.00	Paid	Y 03/13/2017
3/2/2017								
15187		DTE ENERGY 391 N BURKHART ROAD FEB 2017 590-442-920.00	03/02/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	03/24/2017	106.57	0.00	Paid	Y 03/13/2017
204831269673								
15188		CONSUMERS ENERGY 391 N BURKHART RD FEB 2017 590-442-922.00	03/01/2017 BRENT KILPELA WWTP NATURAL GAS EXPENSE	03/24/2017	16.83	0.00	Paid	Y 03/13/2017
206699926621								
15189		CONSUMERS ENERGY 2571 OAK GROVE FEB 2017 590-442-922.00	03/03/2017 BRENT KILPELA WWTP NATURAL GAS EXPENSE	03/28/2017	25.19	0.00	Paid	Y 03/13/2017
30837								
15190		DR ELECTRIC APPLIANCE SALES & SERVI LIGHT INSTALLATION FOR FLAG POLE 101-265-930.00	03/06/2017 BRENT KILPELA TWP HALL GROUNDS EQUIP REPAIR EXPENSE	03/14/2017	300.00	0.00	Paid	Y 03/14/2017
3/8/2017								
15191		DTE ENERGY 2559 W GRAND RIVER FEB 2017 590-442-920.00	03/08/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/03/2017	300.92	0.00	Paid	Y 03/14/2017
3/8/2017								
15192		DTE ENERGY 1034 AUSTIN CT FEB 2017 590-442-920.00	03/08/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/03/2017	297.08	0.00	Paid	Y 03/14/2017
3/8/2017								
15193		DTE ENERGY 1575 N BURKHART FEB 2017 590-442-920.00	03/08/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/03/2017	548.87	0.00	Paid	Y 03/14/2017
3/8/2017								
15194		DTE ENERGY 1216 PACKARD DR FEB 2017 590-442-920.00	03/08/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/03/2017	13.88	0.00	Paid	Y 03/14/2017

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
3/8/2017 15195 DTE ENERGY 3888 OAKGROVE RD FEB 2017 590-442-920.00 WWTP ELECTRICITY EXPENSE	03/08/2017 BRENT KILPELA	04/03/2017	175.27	0.00	Paid	Y 03/14/2017
3/8/2017 15196 DTE ENERGY 2700 TOOLEY ROAD FEB 2017 590-442-920.00 WWTP ELECTRICITY EXPENSE	03/08/2017 BRENT KILPELA	04/03/2017	153.16	0.00	Paid	Y 03/14/2017
194491 15197 USA BLUEBOOK TUBING & PUMP HEAD COVER ASSEMBLY 590-442-930.00 WWTP EQUIPMENT REPAIR EXPENSE	03/01/2017 BRENT KILPELA	04/01/2017	300.47	0.00	Paid	Y 03/14/2017
203496373214 15198 CONSUMERS ENERGY 1222 PACKARD DR GEB 2017 590-442-922.00 WWTP NATURAL GAS EXPENSE	03/01/2017 BRENT KILPELA	03/27/2017	741.53	0.00	Paid	Y 03/14/2017
17951 15199 SEVERN TRENT WWTP MARCH 2017 MAINTENANCE 590-442-801.00 WWTP CONTRACTED SVCS EXPENSE	03/01/2017 BRENT KILPELA	03/31/2017	23,829.53	0.00	Paid	Y 03/14/2017
517548561902 15200 AT&T 517 548-5619 FOR MAR 2017 590-442-850.00 WWTP TELEPHONE EXPENSE	02/28/2017 BRENT KILPELA	03/20/2017	41.40	0.00	Paid	Y 03/14/2017
517548388802 15201 AT&T 517 548-3888 FOR MAR 2017 590-442-850.00 WWTP TELEPHONE EXPENSE	02/28/2017 BRENT KILPELA	03/20/2017	70.02	0.00	Paid	Y 03/14/2017
517540124102 15202 AT&T 517 540-1241 FOR MAR 2017 590-442-850.00 WWTP TELEPHONE EXPENSE	02/22/2017 BRENT KILPELA	03/16/2017	51.69	0.00	Paid	Y 03/14/2017
517540694702 15203 AT&T 517 540-6947 FOR MAR 2017 590-442-850.00 WWTP TELEPHONE EXPENSE	02/22/2017 BRENT KILPELA	03/16/2017	42.00	0.00	Paid	Y 03/14/2017
517546516002 15204 AT&T 517 546-5160 FOR MAR 2017 590-442-850.00 WWTP TELEPHONE EXPENSE	02/22/2017 BRENT KILPELA	03/16/2017	49.97	0.00	Paid	Y 03/14/2017

Inv Num	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
517546349602							
15205	AT&T 517 546-3496 FOR MAR 2017 590-442-850.00	02/22/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	03/16/2017	225.76 225.76	0.00	Paid	Y 03/14/2017
517540696302							
15206	AT&T 517 540-6963 FOR MAR 2017 590-442-850.00	02/22/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	03/16/2017	41.40 41.40	0.00	Paid	Y 03/14/2017
517540695202							
15207	AT&T 517 540-6952 FOR MAR 2017 590-442-850.00	02/22/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	03/16/2017	41.40 41.40	0.00	Paid	Y 03/14/2017
006-35090							
15208	CUMMINS BRIDGEWAY, LLC GENERATOR REPAIR 1222 PACKARD 590-442-801.00	02/24/2017 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	03/24/2017	1,305.28 1,305.28	0.00	Paid	Y 03/14/2017
006-34354							
15209	CUMMINS BRIDGEWAY, LLC GENERATOR REPAIR LAMBERT DR 590-442-801.00	02/11/2017 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	03/31/2017	868.49 868.49	0.00	Paid	Y 03/14/2017
00634353							
15210	CUMMINS BRIDGEWAY, LLC GENERATOR REPAIR TOOLEY RD 590-442-801.00	02/11/2017 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	03/31/2017	939.84 939.84	0.00	Paid	Y 03/14/2017
006-35176							
15211	CUMMINS BRIDGEWAY, LLC GENERATOR REPAIR LAMBERT DR 590-442-801.00	02/25/2017 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	03/31/2017	446.80 446.80	0.00	Paid	Y 03/14/2017
03/14/2017							
15212	RE/MAX PLATINUM UB refund for account: 0613301066 590-000-214.89 590-000-214.89 590-000-214.89	03/14/2017 BRENT KILPELA SEWER METERED WATER METERED READY TO SERVE	03/21/2017	22.37 9.89 8.82 3.66	0.00	Paid	Y 03/14/2017
517552195603							
15213	AT&T 517 552-1956 APRIL 2017 590-442-850.00	03/13/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	04/01/2017	46.90 46.90	0.00	Paid	Y 03/21/2017
854006222							
15214	AT&T LONG DISTANCE WWTP LONG DISTANCE 590-442-850.00	03/06/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	04/05/2017	7.38 7.38	0.00	Paid	Y 03/21/2017

User: BRENT KILPELA

DB: Howell Twp

Inv Num Vendor Inv Date Due Date Inv Amt Amt Due Status Jnlized

Inv Ref# Description Entered By

7394950 GL Distribution

15225	DTE ENERGY	03/17/2017	04/07/2017	379.89	0.00	Paid	Y
	STREET LIGHTS	BRENT KILPELA					
	101-268-920.00	TWP AT LARGE STREETLIGHT EXPENSE		379.89			03/21/2017

18187	NETWORK SERVICES GROUP, LLC	02/01/2017	04/01/2017	20.00	0.00	Paid	Y
	DOMAIN NAME REGISTRATION	BRENT KILPELA					
	101-265-851.00	TWP HALL WEB SITE EXPENSE		20.00			03/21/2017

3/17/2017	DEBRA JOHNSON	03/20/2017	04/20/2017	539.97	0.00	Paid	Y
15227	DEPUTY CLERK EXPENSES	BRENT KILPELA					
	101-215-860.00	CLERK MILEAGE & EXPENSES		539.97			03/21/2017

050284	LOUIS JOHNSON	03/22/2017	04/01/2017	150.00	0.00	Paid	Y
15228	TWP HALL BUILDING MAINT.	BRENT KILPELA					
	101-265-930.00	TWP HALL GROUNDS EQUIP REPAIR EXPENSE		150.00			03/22/2017

85214	TRUE VALUE HARDWARE	03/21/2017	04/15/2017	4.98	0.00	Paid	Y
15229	BRASS HEX BUSHING	BRENT KILPELA					
	590-442-956.00	WVTP MISCELLANEOUS EXPENSE		4.98			03/22/2017

3/22/2017	HOWELL TOWNSHIP PETTY CASH	03/22/2017	03/23/2017	170.03	0.00	Paid	Y
15230	REPLENISH PETTY CASH	BRENT KILPELA					
	101-247-900.00	BOARD OF REVIEW PRINTING & PUB EXP		64.35			03/22/2017
	101-265-931.00	TWP HALL GROUNDS CARE EXPENSE		105.68			

3/22/2017	JEAN GRAHAM	03/22/2017	03/23/2017	187.94	0.00	Paid	Y
15231	CLERK MILEAGE & EXPENSES	BRENT KILPELA					
	101-215-860.00	CLERK MILEAGE & EXPENSES		187.94			03/22/2017

# of Invoices:	147	# Due:	0	Totals:	885,933.38	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	885,933.38	0.00	

Net of Invoices and Credit Memos: 885,933.38 0.00

Agrees with Clerk Register Bk

User: BRENT KILPELA

DB: Howell Twp

Inv Num

Inv Ref#

Vendor Description

GL Distribution

Inv Date Entered By

Due Date

Inv Amt

Amt Due

Status

Jrnalized Post Date

--- TOTALS BY FUND ---

101 - GENERAL FUND	35,928.07	0.00
220 - RECREATION FUND	13,000.00	0.00
590 - SEWER FUND	74,352.17	0.00
592 - SWR/WTR	8,148.35	0.00
701 - TRUST & AGENCY	1,003.00	0.00
703 - TAX FUND	753,501.79	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER	770,852.56	0.00
101 - TOWNSHIP BOARD	260.00	0.00
209 - ASSESSING	2,648.98	0.00
215 - CLERK	1,481.39	0.00
247 - BOARD OF REVIEW	304.35	0.00
253 - TREASURER	93.08	0.00
265 - TOWNSHIP HALL	5,276.82	0.00
268 - TOWNSHIP AT LARGE	19,054.16	0.00
400 - PLANNING COMMISSION	3,048.00	0.00
402 - ZONING ADMINISTRATION	142.76	0.00
412 - BOARD OF APPEALS	110.00	0.00
442 - WWTP	74,329.80	0.00
447 - ENGINEERING	196.20	0.00
547 - CHARGEBACKS	25.28	0.00
852 - SEWER/WATER	8,110.00	0.00

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
02/15/2017	GEN	101001349 (E)	CINTAS CORPORATION #725	53.09
02/15/2017	GEN	101001350 (E)	CONSUMERS ENERGY	468.56
02/15/2017	GEN	101001351 (E)	MICHIGAN.COM	315.00
02/15/2017	GEN	16681	CARLISLE WORTMAN	1,160.00
02/15/2017	GEN	16682	ECONO PRINT	1,480.26
02/15/2017	GEN	16683	JONATHAN HOHENSTEIN	56.39
02/15/2017	GEN	16684	MICHIGAN ASSOC OF MUNICIPAL CLKS	600.00
02/15/2017	GEN	16685	LIVINGSTON COUNTY TREASURER	25.28
03/01/2017	GEN	101001352 (E)	COMCAST	341.09
03/01/2017	GEN	101001353 (E)	DTE ENERGY	502.07
03/01/2017	GEN	101001354 (E)	MICRO WORKS COMPUTING, INC	37.50
03/01/2017	GEN	101001355 (E)	MUTUAL OF OMAHA INSURANCE COMPANY	195.25
03/01/2017	GEN	16686	ACCIDENT FUND OF MICHIGAN	760.00
03/01/2017	GEN	16687	BIG PDQ	45.63
03/01/2017	GEN	16688	DTE ENERGY	360.52
03/01/2017	GEN	16689	CAROL MAKUSHIK	36.69
03/01/2017	GEN	16690	PITNEY BOWES RESERVE ACCOUNT	1,500.00
03/01/2017	GEN	16691	LIVINGSTON COUNTY TREASURER	18,313.75
03/14/2017	GEN	101001356 (E)	CONSUMERS ENERGY	393.97
03/14/2017	GEN	101001357 (E)	CULLIGAN WATER	133.50
03/14/2017	GEN	101001358 (E)	ECONO PRINT	560.72
03/14/2017	GEN	101001359 (E)	FAHEY SCHULTZ BURZYCH RHODES	9,375.00
03/14/2017	GEN	101001360 (E)	HURON CEMETERY MAINT INC	775.00
03/14/2017	GEN	101001361 (E)	MICHIGAN.COM	365.00
03/14/2017	GEN	101001362 (E)	SPICER GROUP	1,208.25
03/14/2017	GEN	16692	CAREFREE MAINTENANCE CO.	230.00
03/14/2017	GEN	16693	JULIUS DAUS III	72.76
03/14/2017	GEN	16694	DR ELECTRIC APPLIANCE SALES & SERVI	300.00
03/14/2017	GEN	16695	JEAN GRAHAM	118.31
03/14/2017	GEN	16696	HOWELL PARKS AND RECREATION	13,000.00
03/14/2017	GEN	16697	MASTER MEDIA	81.61
03/14/2017	GEN	16698	PITNEY BOWES GLOBAL FINANCIAL SERV.	380.43
03/14/2017	GEN	16699	ROCKET ENTERPRISES	350.00
03/22/2017	GEN	101001363 (E)	CINTAS CORPORATION #725	53.09
03/22/2017	GEN	101001364 (E)	DTE ENERGY	491.52
03/22/2017	GEN	16700	CARLISLE WORTMAN	1,375.00
03/22/2017	GEN	16701	DEBRA JOHNSON	539.97
03/22/2017	GEN	16702	DTE ENERGY	379.89
03/22/2017	GEN	16703	JEAN GRAHAM	187.94
03/22/2017	GEN	16704	LOUIS JOHNSON	150.00
03/22/2017	GEN	16705	MICHIGAN ASSOC OF MUNICIPAL CLKS	75.00
03/22/2017	GEN	16706	NETWORK SERVICES GROUP, LLC	20.00
03/22/2017	GEN	16707	HOWELL TOWNSHIP PETTY CASH	170.03

GEN TOTALS:

Total of 43 Checks:	57,038.07
Less 0 Void Checks:	0.00
Total of 43 Disbursements:	57,038.07

Bank T&A TRUST & AGENCY CHECKING

03/14/2017	T&A	3318	LIVINGSTON COUNTY TREASURER	742.50
03/14/2017	T&A	3319	LIVINGSTON COUNTY TREASURER	260.50

T&A TOTALS:

Total of 2 Checks:	1,003.00
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	1,003.00

Bank TAX TAX CHECKING

02/16/2017	TAX	4968	FOWLerville DIST LIBRARY	3,968.00
02/16/2017	TAX	4969	FOWLerville SCHOOLS	27,092.09
02/16/2017	TAX	4970	HOWELL AREA FIRE AUTHORITY	151,274.71
02/16/2017	TAX	4971	HOWELL CARNEGIE LIBRARY	107,602.52
02/16/2017	TAX	4972	HOWELL PUBLIC SCHOOLS	317,480.88
02/16/2017	TAX	4973	HOWELL PUBLIC SCHOOLS	4,901.36
02/16/2017	TAX	4974	HOWELL PUBLIC SCHOOLS	2,559.50
02/16/2017	TAX	4975	LIV EDUC SERVICE AGENCY	2,991.15
02/16/2017	TAX	4976	A E G DEVELOPMENT LLC	601.68
02/16/2017	TAX	4977	DEVON TITLE AGENCY	697.16
02/16/2017	TAX	4978	LIVINGSTON COUNTY TREASURER	72,355.07
02/16/2017	TAX	4979	LIVINGSTON COUNTY TREASURER	3,001.39
02/16/2017	TAX	4980	LIVINGSTON COUNTY TREASURER	5,343.89

Check Date	Bank	Check	Vendor Name	Amount
03/02/2017	TAX	4981	FOWLERVILLE DIST LIBRARY	111.65
03/02/2017	TAX	4982	FOWLERVILLE SCHOOLS	762.30
03/02/2017	TAX	4983	HOWELL AREA FIRE AUTHORITY	10,381.57
03/02/2017	TAX	4984	HOWELL CARNEGIE LIBRARY	7,509.06
03/02/2017	TAX	4985	HOWELL PUBLIC SCHOOLS	1,411.50
03/02/2017	TAX	4986	HOWELL PUBLIC SCHOOLS	611.66
03/02/2017	TAX	4987	HOWELL PUBLIC SCHOOLS	22,155.49
03/02/2017	TAX	4988	LIV EDUC SERVICE AGENCY	1,481.37
03/02/2017	TAX	4989	LAFERTY (KRAVENS) JESSICA	35.03
03/02/2017	TAX	4990	PAGLIANO CARLOS & EGLANTINE	10.00
03/02/2017	TAX	4991	LIVINGSTON COUNTY TREASURER	2,646.55
03/02/2017	TAX	4992	LIVINGSTON COUNTY TREASURER	1,486.46
03/02/2017	TAX	4993	LIVINGSTON COUNTY TREASURER	5,029.75

TAX TOTALS:

Total of 26 Checks:	753,501.79
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	753,501.79

Bank UTYCK UTILITY CHECKING

02/15/2017	UTYCK	2147	KARLABORATORIES, INC	600.00
02/15/2017	UTYCK	2148	RANDY'S SERVICE STATION	1,136.35
02/15/2017	UTYCK	2149	SEVERN TRENT	23,848.99
02/15/2017	UTYCK	2150	TRUE VALUE HARDWARE	12.84
02/15/2017	UTYCK	590002192 (E)	AT&T	41.91
02/15/2017	UTYCK	590002193 (E)	AT&T	69.92
02/15/2017	UTYCK	590002194 (E)	CONSUMERS ENERGY	19.21
02/15/2017	UTYCK	590002195 (E)	CONSUMERS ENERGY	830.65
02/15/2017	UTYCK	590002196 (E)	CONSUMERS ENERGY	28.72
02/15/2017	UTYCK	590002197 (E)	DTE ENERGY	122.75
02/15/2017	UTYCK	590002198 (E)	DTE ENERGY	180.81
02/15/2017	UTYCK	590002199 (E)	DTE ENERGY	579.46
02/15/2017	UTYCK	590002200 (E)	DTE ENERGY	24.52
02/15/2017	UTYCK	590002201 (E)	DTE ENERGY	151.79
02/15/2017	UTYCK	590002202 (E)	DTE ENERGY	11.69
02/15/2017	UTYCK	590002203 (E)	DTE ENERGY	348.03
02/15/2017	UTYCK	590002204 (E)	DTE ENERGY	342.72
02/15/2017	UTYCK	590002205 (E)	DTE ENERGY	675.83
02/15/2017	UTYCK	590002206 (E)	DTE ENERGY	4,821.01
02/15/2017	UTYCK	590002207 (E)	DTE ENERGY	197.31
03/01/2017	UTYCK	2151	AT&T LONG DISTANCE	11.65
03/01/2017	UTYCK	2152	DACO	1,687.15
03/01/2017	UTYCK	2153	M & K JETTING AND TELEVISIONING	740.00
03/01/2017	UTYCK	2154	STATE OF MICHIGAN	751.50
03/01/2017	UTYCK	2155	TRUE VALUE HARDWARE	185.94
03/01/2017	UTYCK	590002208 (E)	AT&T	51.18
03/01/2017	UTYCK	590002209 (E)	AT&T	91.43
03/01/2017	UTYCK	590002210 (E)	AT&T	50.60
03/01/2017	UTYCK	590002211 (E)	DTE ENERGY	99.16
03/01/2017	UTYCK	590002212 (E)	KENNEDY INDUSTRIES INC	339.50
03/14/2017	UTYCK	2156	CUMMINS BRIDGEWAY, LLC	3,560.41
03/14/2017	UTYCK	2157	RE/MAX PLATINUM	22.37
03/14/2017	UTYCK	2158	SEVERN TRENT	23,829.53
03/14/2017	UTYCK	2159	USA BLUEBOOK	300.47
03/14/2017	UTYCK	590002213 (E)	AT&T	41.40
03/14/2017	UTYCK	590002214 (E)	AT&T	70.02
03/14/2017	UTYCK	590002215 (E)	AT&T	51.69
03/14/2017	UTYCK	590002216 (E)	AT&T	42.00
03/14/2017	UTYCK	590002217 (E)	AT&T	49.97
03/14/2017	UTYCK	590002218 (E)	AT&T	225.76
03/14/2017	UTYCK	590002219 (E)	AT&T	41.40
03/14/2017	UTYCK	590002220 (E)	AT&T	41.40
03/14/2017	UTYCK	590002221 (E)	CONSUMERS ENERGY	16.83
03/14/2017	UTYCK	590002222 (E)	CONSUMERS ENERGY	25.19
03/14/2017	UTYCK	590002223 (E)	CONSUMERS ENERGY	741.53
03/14/2017	UTYCK	590002224 (E)	DTE ENERGY	13.83
03/14/2017	UTYCK	590002225 (E)	DTE ENERGY	137.40
03/14/2017	UTYCK	590002226 (E)	DTE ENERGY	106.57
03/14/2017	UTYCK	590002227 (E)	DTE ENERGY	300.92
03/14/2017	UTYCK	590002228 (E)	DTE ENERGY	297.08
03/14/2017	UTYCK	590002229 (E)	DTE ENERGY	548.87
03/14/2017	UTYCK	590002230 (E)	DTE ENERGY	13.88
03/14/2017	UTYCK	590002231 (E)	DTE ENERGY	175.27
03/14/2017	UTYCK	590002232 (E)	DTE ENERGY	153.16
03/22/2017	UTYCK	2160	AT&T LONG DISTANCE	7.38
03/22/2017	UTYCK	2161	S & L SMITH & LOVELESS, INC	421.42
03/22/2017	UTYCK	2162	TRUE VALUE HARDWARE	4.98
03/22/2017	UTYCK	590002233 (E)	AT&T	46.90

04/03/2017 02:54 PM
User: BRENT KILPELA
DB: Howell Twp

CHECK REGISTER FOR HOWELL TOWNSHIP
CHECK DATE FROM 02/09/2017 - 04/05/2017

Check Date	Bank	Check	Vendor Name	Amount
03/22/2017	UTYCK	590002234(E)	DTE ENERGY	4,013.31
03/22/2017	UTYCK	590002235(E)	DTE ENERGY	49.96
03/22/2017	UTYCK	590002236(E)	MICRO WORKS COMPUTING, INC	987.00

UTYCK TOTALS:

Total of 61 Checks:	74,390.52
Less 0 Void Checks:	0.00
Total of 61 Disbursements:	74,390.52

REPORT TOTALS:

Total of 132 Checks:	885,933.38
Less 0 Void Checks:	0.00
Total of 132 Disbursements:	885,933.38

Agrees with
Invoice Register BK