

**MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
Thursday, November 8, 2018  
7:30 p.m.**

**Call to Order  
Pledge of Allegiance  
Members Present/Members Absent  
Call to the Public**

- 1) Approval of Agenda**
- 2) Consent Agenda**
  - a. Approval of October 25, 2018 Regular Meeting Minutes**
  - b. October 25, 2018 Special Closed Meeting Minutes**
  - c. Complaint Report**
  - d. DPW Report**
  - e. Zoning Report**

- 1) Sewer Usage Charge Refund**
- 2) Howell City Sewer Contract Review**
- 3) Sewer Easement Clearing**
- 4) Crystalwood Roads**
- 5) Schroeder Auto Repair**
- 6) ZBA Attendance**

**Correspondence and Updates  
Master Plan Survey**

**Call to the Public**

**Adjournment**

Next Board Packet will be ready after 3pm on Thursday, December 6, 2018.

MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
OCTOBER 25, 2018

MEMBERS PRESENT: Les Andersen, Tammy Beal, Greg Durbin, Dan Lowe, Duane Stokes,  
Scott Lloyd, and Bob Hanvey

MEMBERS ABSENT: None

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CALL TO ORDER

Bob Hanvey called the meeting to order at 7:30 pm.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

Amber and Kenneth Felkins, 3043 Pingree, were present to ask for direction in dealing with a situation. A neighbor has installed a 250-yard 8' privacy fence, installed LED lighting around the property, and a spotlight on a DTE pole. They asked if there's anything in the ordinance to protect them from what they feel is a nuisance. Dan Lowe said at the very least, the township needs to have an ordinance for fences. Les Andersen suggested having Carlisle Wortman investigate the complaint. Bob Hanvey will follow-up with Carlisle Wortman regarding the nuisance definition and whether it would apply in this situation.

APPROVAL OF AGENDA

Les Andersen motioned to approve the agenda as presented. Duane Stokes seconded. **Motion carried.**

CONSENT AGENDA

Les Andersen motioned to approve the consent agenda. Greg Durbin seconded. **Motion carried.**

PROPOSED 2019 HAPRA BUDGET

Tim Church, Director of HAPRA, was present to answer any questions the board members might have regarding the proposed budget. He also thanked the board members for supporting the buck pole. Les Andersen motioned to adopt a resolution to accept the proposed 2019 HAPRA budget. Greg Durbin seconded. Roll call vote: Stokes, Beal, Andersen, Lowe, Hanvey, Lloyd, Durbin—all yes. **Resolution passed 7-0.**

SEWER USAGE CHARGE CREDIT

Les Andersen motioned to approve a \$224 credit for sewer usage fee for Larry West, 1332 Hudson. Tammy Beal seconded. **Motion carried.**

CRYSTALWOOD ROADS

No new information on this item.

**FIRST QUARTER BUDGET TO ACTUAL REPORT**

The first quarter budget to actual report for the general fund is included in the packet. Bob Hanvey said the projections are on track.

**CIRAB REPORT**

Scott Lloyd reported on the recent CIRAB meeting, and said another meeting is scheduled in two weeks. Dan Lowe said he doesn't believe that maintenance should be the township's responsibility. Bob Hanvey will provide a copy of the contract for the next meeting.

**CORRESPONDENCE & UPDATES**

Bob Hanvey gave an update on the Master Plan postcard that was sent to all residents. Over 500 people have responded so far.

Trunk or Treat will be held at the township hall on Wednesday, October 31 from 6-8 pm.

**CALL TO THE PUBLIC**

No response.

**ADJOURNMENT**

Les Andersen motioned to adjourn at 8:44 pm. Tammy Beal seconded. **Motion carried.**

Submitted by: S. Longstreet

\_\_\_\_\_  
Tammy L. Beal, Township Clerk      Date

\_\_\_\_\_  
Robert W. Hanvey, Township Supervisor      Date

# COMPLAINT LOG

Complaint #	Complainant Name	Offender Name	Complaint Details	Action Taken	Date Violation	Show Cause Date	Resolved
#09-18	Cedar Creek HOA	Roberta Joy 3691 Prescott Dr Howell MI 48843	Unlicensed vehicle				
		4710-16-202-046					

DPW Report

	2018												
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>WATER</b>													
NEW	2	1	5	1	1	5	2	5	1	2			25
EXISTING													
REPLACEMENT													
<b>IRRIGATION</b>													
NEW			1	3	4	4	6	0		2			20
EXISTING													
<b>SEWER</b>													
NEW	1	1	4	1	1	4	2	4	1	3			22
EXISTING													
<b>TOTAL</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>5</b>	<b>6</b>	<b>13</b>	<b>10</b>	<b>9</b>	<b>2</b>	<b>7</b>	<b>0</b>		<b>67</b>

2018 ZONING REPORT

	'JAN	'FEB	'MARCH	'APRIL	'MAY	'JUNE	'JULY	'AUG	'SEPT	'OCT	'NOV	'DEC	TOTAL
Homes	4	1	8	4	5	12	6	15	3	3			61
Condo Units													0
Accessory Bldgs.	2	2	2	5	3	3	1	5		3			24
Decks			2	3	10	9	4	3		2			33
Pools		1			2	1							4
Additions		2		1	5	1	1	2	1				13
Land Balancing	1								1				2
Other				1		4	1	1		1			8
<b>TOTAL LAND USES</b>	<b>5</b>	<b>6</b>	<b>12</b>	<b>14</b>	<b>25</b>	<b>30</b>	<b>13</b>	<b>26</b>	<b>5</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>145</b>
Waivers	6		4	5	13	13	6	8	10	2			67
Finals	4	8	4	4	21	14	18	11	11	11			106
Site Plans	2	1	1				1						5
Pre-Planning Meetings	1	1											2

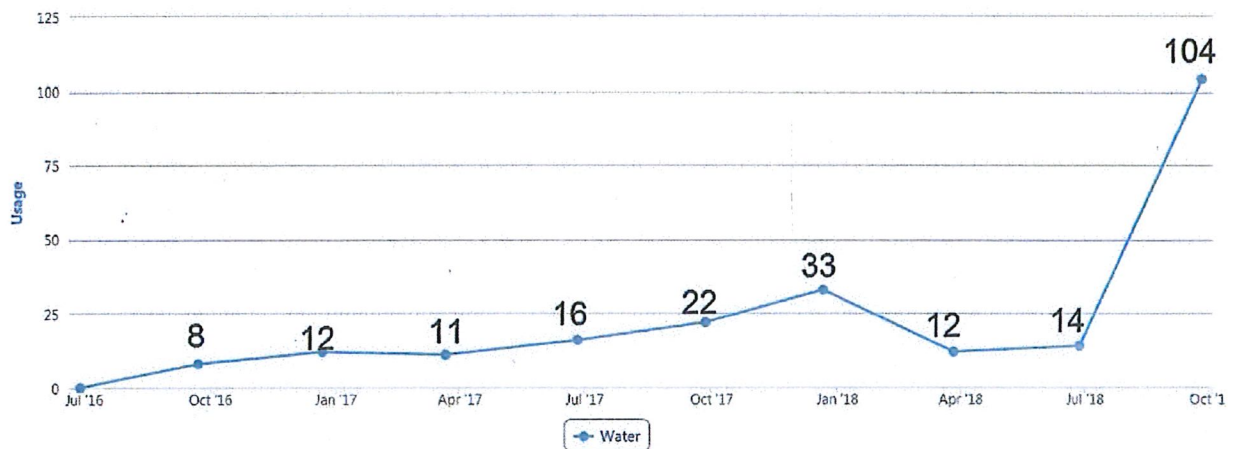
MEMO

To: Marion Township Board  
From: Bob Hanvey  
Subject: Sewer usage charge refund  
Date: November 8, 2018

Sandra Miller / Cletus Skalmowski  
491 Timbermill Lane  
734-845-6950

Mr. Skalmowski activated the irrigation system on his property and was very surprised when he received his sewer bill. He is requesting a credit for the water that did not enter the sanitary sewer system.

His usage history, in 1,000 gallons is:



The excess usage is approximately 90,000 gallons.

The credit calculation is  $\$4.48 / 1,000 \text{ times } 90(000) = \$403.20$

**UTILITY  
BILL**

*\$150  
\$50*

**MARION • HOWELL • OCEOLA • GENOA**  
Sewer & Water Utilities  
2911 DORR RD. • BRIGHTON, MI 48116 • (800) 881-4109

NOTICE: If you don't already have an irrigation meter you could be saving money watering your lawn. Information online at [www.mhog.org](http://www.mhog.org)

Meter Read Dates: 06/27/18 - 09/24/18  
Service Address: 491 Timbermill Lane

Acct No: 019281000	ACT	Previous Balance	\$0.00
Meter	Water	Water Usage @ \$4.48	\$465.92
Curr Read	2317	Sewer Usage @ \$4.48	\$465.92
Prev Read	2213	ACT	Water Ready To Serve
Usage	104		\$10.00
		Sewer Ready To Serve	\$10.88

ACT

ACT

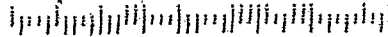
See back for other information

BILL DATE	10/15/18	<b>BALANCE DUE</b>	\$952.72
DUE DATE	11/15/18	IF LATE PAY THIS AMT.	\$1,047.99

*\$426  
would  
Sewer  
without  
youself*

Sandra Miller  
Cletus Skalmowski  
491 Timbermill Lane  
Howell, MI 48843

*NO fee  
LATE Feb  
11/11*





MEMO

To: Marion Township Board  
From: Bob Hanvey  
Subject: Sanitary Sewer Issues, CIRAB  
Date: November 8, 2018

This agenda item is for discussion related to the CIRAB meeting.

Attached to this memo are:

First Amended Wastewater Treatment Contract between the City of Howell and Marion Township.

First Amendment to First Amended Wastewater Treatment Contract between the City of Howell and Marion Township.

Recent Wastewater Treatment invoice from the City of Howell.

Peavy Road Flow Meter Readings for 2017 and 2018.

The July 2017 City of Howell Sewer Rates.

Comparison of Peavy Road meter readings with MHOG billing for 2014 through 2018.

The contract summarizes the original contract and details the reasons for the amendments. Some of the issues that are most relevant:

In 2001 we were beginning the approval process for what was called Premier Farms. That project involved 1,100 acres with over 2,000 residential units. The Highland property was projected at 575 residential units and 25 commercial units. The Darakjian project was getting started 400 with units proposed. Other projects that were starting included Hometown, Meadows, Sunridge, Woodberry, Timbers, Turtle Creek Mystic Meadows and Crystalwood. So the proposed number of units greatly exceeded the 2,500 REUs allocated to the Township by the original contract.

The total Township proposed allocation, B. 2) on page 8, is 7,500 REUs as a result of expansions plus the 900 REUs purchased totals 8,400 REUs. The design rate is 260 gallons per REU, definition E on page 3. To calculate total proposed allocated gallons per day, multiply 8,400 times 260 gallons = 2,184,000 gallons per day. The Peavy Road meter readings show the actual daily usage to be about 150,000 gallons per day, with about 1,000 users. At the current actual usage per day, about 150 gallons per user, and our

proposed allocation, 2,184,000 gallons per day, we could potentially serve 14,560 homes. For the first ten months of 2018 we issued 61 land use permits for new homes.

The timing for another expansion is, at best, uncertain. Some of the equipment that was projected to be replaced in the next expansion is now in need of repair or replacement.

Also included in this packet is the Peavy / MHOG comparison which shows the same pattern for this year as in previous years. The third quarter water usage exceeds the sewer processing.

COPY

CITY OF HOWELL - MARION TOWNSHIP

FIRST AMENDED WASTEWATER TREATMENT CONTRACT

THIS CONTRACT, made this 8th day of Oct, 2001 by and between the City of Howell, a Michigan Municipal Corporation, with offices at 611 E. Grand River, Howell, Michigan 48843, (hereinafter "City"), and the Township of Marion, a general law township, with offices at 2877 W. Coon Lake Road, Howell, Michigan 48843, (hereinafter "Township").

RECITALS

WHEREAS, the City owns and operates a municipal sanitary sewer system, and is authorized by Article 7, Section 24 of the Michigan Constitution of 1963; by Public Act 279 of 1909 as amended, by Public Act 34 of 1917 as amended, and by Public Act 35 of 1951 as amended, to provide sanitary sewer service to customers outside of its corporate limits, and

WHEREAS, the Township is authorized by Public Act 35 of 1951 as amended, and Public Act 107 of 1941 as amended, to enter into agreements to receive sanitary sewer service from another municipality, and is authorized by Article 7, Section 29 of the Michigan Constitution of 1963 to grant franchises within the Township, and

WHEREAS, a certain contract (hereinafter referred to as the "Contract") between the City and the Township was entered into on June 30, 1997 regarding the cooperation of the City and the Township in the expansion of the City's Wastewater Treatment Facility; and

WHEREAS, since the execution of the Contract there have been financial constraints on the ability of the Township to construct the expansion of the City's Wastewater Treatment Facility in the initial phase as stipulated, to 2.90 million gallons per day (MGD), and the Township can only expand the facility in the initial phase to 2.45 MGD; and

WHEREAS, payment of land acquisition costs associated with the initial expansion of the City's Wastewater Treatment Facility requires clarification; and

WHEREAS, the City should be allowed to initiate a second or third expansion to the City's Wastewater Treatment Facility in the same manner as the Township; and

WHEREAS, the cost per REU for purchase of wastewater treatment service from the City by other parties should be revised to reflect actual construction cost of the initial expansion in Phase I, plus Phase II estimated cost, of the City's Wastewater Treatment Facility; and

WHEREAS, it is more economical to include in the initial expansion of the City's Wastewater Treatment Facility certain improvements which may have been postponed until the

second expansion; and

WHEREAS, in order to maximize the utilization of the City's Wastewater Treatment Facility, both the City and Township are willing to loan to the other its unused capacity; and both the City and the Township are willing to restore such loaned capacity to the other in the next expansion; and

WHEREAS, the City has 0.234 MGD (900 REUs) of capacity that it is willing to sell to the Township; and

WHEREAS, certain charges are required to be paid by the parties under the Contract and the disposition of those charges in City fund accounts and related details require clarification; and

WHEREAS, the City will not be performing meter reading, billing, accounting and administration for the Township as was contemplated under the original Contract; and

WHEREAS, payment of operating costs by the City during the initial expansion of the City's Wastewater Treatment Facility requires clarification; and

WHEREAS, the parties hereby acknowledge the changes in circumstances above and desire to amend the Contract to reflect such changes.

WHEREAS, the Township desires to obtain wastewater treatment service from the City for residential, commercial and industrial properties in the Township, and

WHEREAS, it is in the mutual interest of the City and the Township to cooperate in the expansion of the City wastewater treatment facility for providing additional treatment capacity for the City and the Township, in accordance with the terms of this Agreement, and

WHEREAS, the City and the Township have expanded the wastewater treatment capacity of it's the City's plant to provide the Township initially with 650,000 gallons per day of wastewater treatment service and to expand this capacity to 1,950,000 gallons per day in the future, subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in return for the considerations, promises and covenants contained in this Agreement, it is agreed as follows:

1. Definitions.

A. City Sanitary Sewer Collection System: The system of pipes, lift stations, fittings, valves, lines and all accessory equipment for the collection of sanitary sewage within the City of Howell, except that portion of the sanitary sewer collection system in the City that is paid for by the Township and which is used to transport sewage from the Township to the City wastewater treatment facility.

B. City Sanitary Sewer System: The sanitary sewer, collection and treatment system of the City, including but not limited to the treatment plant and related systems, lift stations, buildings, machinery and equipment, pipes, lines, meters and valves, and any other item property, or equipment used to provide sanitary sewer service to the customers of the City.

C. City Wastewater Treatment Facilities: The treatment plant and related systems, pumps, buildings, tanks, intake, physical and chemical treatment equipment, mains and all appurtenances that act to treat sanitary sewage for the City and Township Sanitary Sewer Collection Systems.

D. Initial Expansion: The initial expansion (also known as Phase 1) of the City's wastewater treatment facilities will expand the plant capacity to 2.45 million gallons per day (MGD).

E. Residential Equivalent Unit (REU): For design purposes, one (1) REU equals 260 gallons per day of wastewater treatment capacity.

F. Second Expansion: The second expansion (also known as Phase 2) of the City's wastewater treatment facilities will expand the plant capacity to 3.64 MGD.

G. Township Sanitary Sewer Collection System: The system of pipes, lift stations, fittings, valves, lines and all accessory equipment for the collection of sanitary sewage within the Township of Marion and including that portion of the sanitary sewer collection system in the City that is paid for by the Township and which is used to transport sewage from the Township to the City wastewater treatment facility.

2. City to Provide Wastewater Treatment Service, Capacity and Volume Limitation.

A. The City shall provide and the Township shall purchase wastewater treatment service from the City. The City shall provide such improvements to the wastewater treatment facilities as are necessary to supply the agreed upon capacities and the City shall own, operate, repair and maintain the wastewater treatment facilities and comply with all applicable regulations of the authorities having jurisdiction. The Township has entered into a Contract (the "County Contract") with the County of Livingston (the "County") dated as of November 1, 1996, a copy of which is attached hereto, wherein the County agreed, among other things, to cause a sewage disposal facility to be constructed for the Township. The Township will enter into an appropriate amendment to the County Contract providing that the Township has obtained the consent of the City to cause the sewage disposal facility to be constructed as an expansion of the City wastewater treatment plant. The Township will remain obligated (as is currently the case) to make all payments to retire the bonds to be issued for such purposes. The City and the Township will enter into such additional agreements among each other and the County as shall be necessary to provide for operation of the new sewage treatment facilities by the City, the ownership of which shall, subject to such rights as the County shall have while bonds are outstanding, belong to the City.

B. The present peak month, average day capacity of the City's wastewater treatment facilities is 1.8 million gallons per day (MGD). As part of this agreement, the City will proceed in a timely manner with an initial expansion of this capacity to 2.45 MGD (being an additional 0.65 MGD) with all costs for this expansion including engineering, administration, bonding, etc. to be covered by the Township under the County Contract. All of the expansion capacity (approximately 0.65 MGD) shall be assigned to the Township. The parties acknowledge that the City will relinquish its capacity, which was planned to be 0.45 MGD under the original Contract, by the execution of this first amended wastewater treatment contract. Such loss of capacity in the initial expansion shall be restored to the City by the Township in the next expansion, as set forth in Paragraph 2.C. contained herein. The City agrees to pay all land acquisition costs and costs related to land acquisition associated with the initial expansion of the City's Wastewater Treatment Facilities.

C. In the future as needed and requested by the Township or as needed and requested by the City, the City shall proceed with a second expansion of the wastewater treatment facilities to 3.64 MGD (being an additional 1.19 MGD). The cost for this expansion will be shared between the City and Township with the City covering 19 percent of the cost and the Township 81 percent of the cost. Of the expanded capacity, 43% of the expansion capacity (approximately 0.51 MGD) shall be assigned to the Township and 57% of the expansion capacity (approximately 0.68 MGD) shall be assigned to the City.

D. In the future as needed and requested by the Township or as needed and requested by the City, the City shall proceed with a third expansion of the wastewater treatment facilities to provide an additional 0.79 MGD of capacity to the Township. The cost for this expansion will be shared between the City and Township based on the percentage share of the expanded capacity assigned to each party to this Agreement.

E. The City will not negotiate the sale of wastewater treatment service to another municipality or other party outside the City boundaries at a cost lower than \$3,900 per Residential Equivalent Unit (REU). The amount of \$3,900 is calculated by adding the total project cost paid by the Township in Phase 1 (\$6,500,000.00) divided by the total REU capacity of Phase 1 (2,500 REU's), which equals \$2,600 per REU. This is added to the Township's share of the total estimated project costs of Phase 2 (\$7,132,300.00) multiplied by .81, which equals \$5,777,163, divided by the total REU capacity of Phase 2 (4,577 REU's), which equals \$1,262 per REU. The parties agree to round off the sum of \$2,600 in Phase 1 and \$1,262 in Phase 2 to the calculated amount, above, of \$3,900.00. This cost shall be subject to annual adjustment by use of the Michigan Consumer Price Index and by any updated cost estimate of the Phase II expansion. Notwithstanding this paragraph, the cost of the second expansion and the assignment of the expanded capacity in the second expansion shall remain the same as set forth in Paragraph 2 (C), above.

F. The parties acknowledge that with the execution of the original agreement of June 30, 1997, and this First Amended Wastewater Treatment Contract, the City allowed and will continue to allow immediate connections from the Township.

G. The City recognizes the Township system will be new and have very little infiltration and, therefore, the City will continue its efforts to reduce infiltration into its collection system. The Township and the City will include in their ordinance provisions to preclude unlawful connections to the sanitary system.

H. The Township agrees to pay for any improvements which are included in the initial expansion of the City's Wastewater Treatment Facilities as stipulated in Paragraph 7.B.3 2) but which could feasibly have been postponed until the second expansion.

I. In the future if needed and requested by the City or the Township, either will loan to the other any part of the unused capacity, provided, that the party making the loan shall determine the amount of capacity it will loan; and further provided, that the party receiving the loan shall restore such loaned capacity to the other party in the next expansion; and further provided, that such amount of loaned capacity shall be so stipulated in a written addendum to this Contract.

J. The City shall sell 900 REU's of its pre-existing sanitary sewer capacity (i.e., the capacity that existed before the June 30, 1997 Contract dealing with 7,500 REU's) to the Township at the rate of \$2,615 per REU. The Township will pay for these REU's in five (5) equal annual installments (principal only--no interest) commencing with the effective date of execution of this First Amended Contract, and these REU's will be transferred by the City to the Township in five equal installments (i.e., 180 REU's per installment) upon payment of the annual installment amount. Accordingly, 20% of the total cost of these 900 REU's shall be paid at the time of execution of this First Amended Contract, and 20% of the total cost shall be paid on each anniversary date thereafter until the cost has been paid in full.

3. Ownership of City Wastewater Treatment Facilities.

A. The Township shall not receive any right, title or interest, either legal or equitable in the City Wastewater Treatment Facilities, except as to the rights granted herein.

B. A Capital Improvement and Rate Advisory Board shall be formed to approve capital improvements to the City's wastewater treatment facilities, to recommend rate increases, and to make recommendations on the operation, maintenance and improvement of the facilities. The Board shall be comprised of two members appointed by the City, two members appointed by the Township, and one member appointed by the Livingston County Board of Commissioners. Upon initial appointment, the Board shall establish rules for its operation. However, if the Board fails to insure that funds are available for the operation and maintenance of the City's wastewater treatment facilities and cash is not available to pay current bills, then the City Council of the City of Howell may impose a rate increase or capital charge increase equal to all users sufficient to insure adequate funding of the treatment facilities. All Board members shall serve without compensation, however, reasonable expenses associated with carrying out their duties shall be reimbursed.

C. The City will keep detailed records of manpower, equipment and materials used to

operate and maintain the wastewater treatment facilities. These records will be included in the City's annual audit process. The Township, on request, will be given a reasonable opportunity to review the City's records concerning the operation and maintenance of the wastewater treatment facilities.

4. Ownership of City Sanitary Sewer Collection System and Township Sanitary Sewer Collection System.

A. The Township shall not receive any right, title or interest, either legal or equitable, in the City Sanitary Sewer Collection System, except as to the rights granted herein. The ownership, control and operation of the City Sanitary Sewer Collection System will remain with the City.

B. The City shall not receive any right, title or interest, either legal or equitable, in the Township Sanitary Sewer Collection System. The ownership, control and operation of the Township Sanitary Sewer Collection System shall remain with the Township.

5. Facilities Constructed in Township.

A. The Township shall have complete and full responsibility to pay for the cost of designing, constructing and inspecting sewer lines, lift stations or any other appurtenances thereto for the purpose of the Township connecting to the City's wastewater treatment facilities. The Township and City agree to coordinate the design and construction of Township improvements and City improvements, as necessary, to provide for optimal and efficient operation of the completed City and Township systems. Specific to the Northeast corner of the Township, north of I-96, the Township, upon City approval of specifications and design, may connect to City Sanitary Sewer System to service Township customers in this specific area. The cost of metering, connection, upgrading of transmission lines or lift stations, or any other change necessary to the City or Township Sanitary Sewer Collection System, shall be borne exclusively by the Township. In addition, the Township shall pay a collection rate to the City similar to the rate assessed against sanitary sewer users of the City. The rate shall be recommended by the Board as described in Paragraph 3 (B) of this First Amended Contract.

B. The Township shall not interconnect the components of its sanitary sewer collection system, as defined in Section 1-G, with another municipality's system during the time the Township's system is connected to the wastewater treatment facilities in the City of Howell without the permission of the City.

C. The Township shall be responsible for all testing and other operational requirements of Federal, State and County agencies for the Township Sanitary Sewer Collection System.

6. Operation, Maintenance and Repair of Sanitary Sewer Collection System to Service the Township.

A. All operation, maintenance and repair costs associated with the Township Sanitary



Sewer Collection System located within the Township as well as facilities located in the City that were installed to connect the Township Sanitary Sewer Collection System to the City wastewater treatment facilities shall be borne by the Township.

B. The Township shall operate its system in a manner that insures that no negative effects will be applied to the City wastewater treatment facilities and if the Township fails to correct any negative situation, after notice and within a reasonable time, then the City may take appropriate, corrective action as necessary and bill the Township for all costs incurred. The Township hereby grants to the City its irrevocable consent to the use of such highways, streets, alleys, easements and rights-of-way and other public places as may be reasonably necessary to permit the City to take the corrective action that is required.

7. City Wastewater Treatment Facilities - Charges.

A. Service Charges:

- 1) Wastewater Treatment Facilities service shall be charged for based on the metered sewage flow at the Township's master sewage flow meters. The Township shall provide and maintain master sewage flow metering at its sewage pump stations capable of measuring total sewage entering the City Wastewater Treatment Facility from the Township. The meters shall be of accuracy acceptable to the City and shall be maintained in said accuracy. The Township shall provide to authorized City personnel access to such meters in a manner mutually agreeable to the parties, for purposes of ascertaining sewage flows. The Township shall pay to the City for the Wastewater Treatment Facility services supplied a charge determined as follows:
  - a) the same readiness-to-serve charge as is levied on City residents based on meter size.
  - b) the same wastewater treatment facilities usage charge as is levied on City residents.
  - c) its prorata share of capital improvement expenses, other than those described herein.
- 2) The City shall establish an account for revenues and expenditures associated with the operation, maintenance, repairs and upgrades of the City Wastewater Treatment Facility. This account (the "OM&R Account") shall be separate and distinct from other City accounts, and shall be established prior to substantial completion of the Initial Expansion. Service charges paid by City and Township users as stipulated under Paragraph 7.A shall be placed in the OM&R Account. Surplus amounts in the OM&R Account, and any interest

accruing thereto, shall remain in the OM&R Account. Short term loans to the OM&R Account by the City may be charged reasonable interest. If at any time this account is depleted and monies are needed to make up such deficiency, then, said deficiency shall be resolved by contributions from the City and the Township based upon the percentage of assigned capacity at the time the account is depleted.

B. Capital Charges:

- 1) The Township shall adopt the same table for determining the number of REU's by type of use as is followed by the City.
- 2) The initial expansion of the City's wastewater treatment facilities will provide for at least 2,500 REU's of service for the Township. The second expansion will provide an additional 1,961 REU's of service for the Township. The third expansion will provide an additional 3,039 REU's of service for the Township.

C. The above charges and rate structure will be adjusted or modified from time to time as recommended by the Capital Improvement Rate Advisory Board and as approved by the Howell City Council.

D. The Township shall adopt the same rate schedule, penalty structure and administrative procedures as are used by the City. Except where otherwise provided in Paragraphs 6 and 7 of the agreement, all rates and charges shall be the same for City and Township users.

E. Surcharges: If the character of the sewage of any manufacturing or industrial plant or any other building or premises is such as to impose any unreasonable burden upon the City sanitary sewer system or upon the sewage treatment plant in excess of established limitations when it's prescribed by the Resolution of the City Council, an additional charge shall be made and assessed over and above the regular rates charged for sewage service, said charges to be governed by Chapter 1043 of the Howell City Code.

F. Since there are fixed costs associated with providing wastewater treatment facility services to the Township and because initial billable gallons by Township users will be very low, the Township shall compensate for any difference between revenue received and a minimum billable gallons of 0.10 MGD after issuance of the certificate of substantial completion. Operation and maintenance costs incurred by the City during construction of improvements to the City's wastewater treatment facility in Phase I will be paid by the City.

G. The City will continue to include the wastewater treatment facilities in its annual audit. In addition, the Township, upon reasonable notice, may review the financial and operating records of the City's sanitary sewer system.

8. Term.

This contract shall commence on the date hereto and shall only be terminated or modified by mutual agreement by the City and Township.

9. Planned Interruption of Service.

In the event the proper operation of the City's sanitary sewer treatment facilities requires the City to discontinue temporarily all or part of the sanitary sewer system serving the Township, no claims for damages for such discontinuance shall be made by the Township against the City. The City shall immediately notify the Township upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection of the City's sanitary sewer treatment facilities, the City shall, prior to such interruption occurring, give the Township reasonable notice of the time, duration and area affected by the interruption of service.

10. Failure of Performance.

No failure or delay in the performance of the executed wastewater treatment facilities contract by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not in the control of the party claiming suspension. The City or Township agree that the wastewater treatment services provided under this agreement is a governmental function.

11. Indemnification.

A. The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Contract:

- 1) Any negligent or tortious acts, errors or omissions of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the Township sanitary sewer collection system and facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the City; and
- 2) Any failure by the Township or any of its personnel employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Contract or any negligent or tortious acts, errors or omissions of the township, its

personnel, employees, consultants or subcontractors.

B. The City agrees to save harmless the Township against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the Township by reason of any of the following occurring during the term of this Contract:

- 1) Any negligent or tortious acts, errors or omissions of the City or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the City sanitary sewer system and facilities, notwithstanding any prior approval of the Township of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the Township; and
- 2) Any failure by the City or any of its personnel employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Contract or any negligent or tortious acts, errors or omissions of the City, its personnel, employees, consultants or subcontractors.

12. Resolution of Disputes.

It is recognized by both parties that in the future certain disputes regarding the terms of this Contract may arise between the City and the Township. In order to provide for the orderly resolution of these matters, the following process is established:

- A. Within thirty (30) calendar days after a grievance is noted, the offended legislative body shall inform the other legislative body of their disagreement in writing. The non-aggrieved party shall have up to thirty (30) days in which to respond to the grievance. This response shall be in writing.
- B. Should the parties be unable to resolve their differences within sixty (60) days of the date of the written response to the grievance or be then unable to agree upon a method to mediate and resolve the differences, either party may seek its lawful or equitable remedies in the Michigan Court having lawful jurisdiction over the subject matter of the dispute.

13. Non-Assignability.

This Contract is not assignable by the Township without written consent from the City nor is this Contract assignable by the City without written consent from the Township.

14. Successors.

It is hereby agreed that this Contract shall be binding upon all successor governmental units

which may assume jurisdiction over all or part of the areas now governed by the parties.

15. Severability.

Should any provision of this Contract be found by a court of law to be unconstitutional, it shall be severed from the Contract and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

WITNESSES:

TOWNSHIP OF MARION  
A General Law Township

Jacqueline A. Couture  
JACQUELINE A. COUTURE

[Signature]  
Sue E. Hewitt

By: Robert Hanvey  
Robert Hanvey  
Its Supervisor

By: Myrna Schlittler  
Myrna Schlittler  
Its Clerk

WITNESSES:

CITY OF HOWELL  
A Michigan Municipal Corporation

[Signature]  
THOMAS G. MALLOY

[Signature]  
Peter C. Vondrek

By: Geraldine K. Moen  
Geraldine K. Moen  
Its Mayor

By: Rebecca J. Ruttan  
Rebecca J. Ruttan  
Its City Clerk

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF LIVINGSTON            )

On this 8th day of October, 2001, before me a Notary Public in and for said County, personally appeared Robert Hanvey and Myrna Schlittler to me known to be the Supervisor and Township Clerk of the Township of Marion, who being by me duly sworn, did say that they

executed the foregoing City of Howell-Marion Township Wastewater Treatment Contract on behalf of the Township of Marion by authority duly vested in them by the Marion Township Board.

Cynthia M. Hodge

Notary Public

Livingston County, Michigan

My Commission expires: 10-8-05

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF LIVINGSTON )

On this 8th day of October, 2001, before me a Notary Public in and for said County, personally appeared Geraldine K. Moen and Rebecca J. Ruttan to me known to be the Mayor and City Clerk of the City of Howell, who being by me duly sworn, did say that they executed the foregoing City of Howell-Marion Township Wastewater Treatment Contract on behalf of the Township of Marion by authority duly vested in them by the Marion Township Board.

[Signature]

Notary Public

Livingston County, Michigan

My Commission expires: 7-12-03

**CITY OF HOWELL - MARION TOWNSHIP  
FIRST AMENDMENT TO FIRST  
AMENDED WASTEWATER TREATMENT CONTRACT**

This contract made this \_\_\_\_ day of March, 2005, by and between the City of Howell, a Michigan Municipal Corporation with offices at 611 E. Grand River, Howell, MI 48843 (hereinafter referred to as "City") and the Township of Marion, a General Law Township with its offices located 2877 W. Coon Lake Road, Howell, MI 48843 (hereinafter referred to as "Township").

**RECITALS**

WHEREAS, a certain contract was entered into between the City and Township on June 30, 1997, regarding the cooperation of the City and the Township in the expansion of the City's Wastewater Treatment Facility; and

WHEREAS, that contract is amended by the First Amended Wastewater Treatment Contract, dated October 8, 2001;

WHEREAS, this First Amendment to the First Amended Wastewater Treatment Contract of October 8, 2001, is to allow changes of Paragraph 7(D) relative to the ability of the Township to adopt a different rate schedule, penalty structure in administrative procedures currently in force and effect;

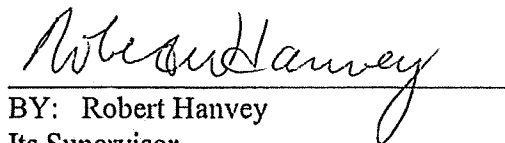
NOW THEREFORE, based upon the mutual considerations, promises and covenants contained in this agreement, it is agreed as follows:

1. Paragraph 7(D) of the First Amended Wastewater Treatment Contract entered into on or about October 8, 2001, is hereby amended as follows:

"Except where otherwise provided in Paragraphs 6 and 7 of the Agreement, the Township may adopt the same or higher rate schedule, penalty structure and administrative procedures as are used by the City. The Township shall not adopt any rate schedule, penalty structure and administrative procedures in an amount less than that used by the City."

2. All other terms and conditions of the First Amended Wastewater Treatment Contract not affected by this amendment shall remain in full force and effect.

TOWNSHIP OF MARION  
A General Law Township

  
BY: Robert Hanvey  
Its Supervisor

Tammy L. Beal

BY: Tammy Beal  
Its Clerk

CITY OF HOWELL  
A Michigan Municipal Corporation

Geraldine K. Moen

BY: Geraldine K. Moen  
Its Mayor

Jane L. Cartwright

BY: Jane L. Cartwright  
Its City Clerk

STATE OF MICHIGAN )  
 )ss  
COUNTY OF LIVINGSTON)

On this 7<sup>th</sup> day of March, 2005, before me a Notary Public in and for said County, personally appeared Robert Hanvey and Tammy Beal to me known to be the Supervisor and Township Clerk of the Township of Marion, who being by me duly sworn, did say that they executed the foregoing City of Howell-Marion Township First Amended to First Amendment Wastewater Treatment Contract on behalf of the Township of Marion by authority duly vested in them by the Marion Township Board.

Paula L. Wyckoff

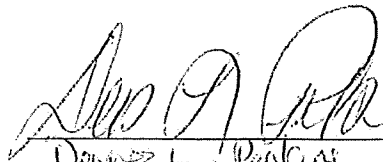
Notary Public  
Livingston County, Michigan  
My Commission expires: 7-3-2011

STATE OF MICHIGAN )  
 )ss  
COUNTY OF LIVINGSTON)

On this 28<sup>th</sup> day of February, 2005, before me a Notary Public in and for said County, personally appeared Geraldine K. Moen and Jane L. Cartwright to me known to be the Mayor and City Clerk of the City of Howell, who being by me duly sworn, did say that they



executed the foregoing City of Howell-Marion Township First Amended to First Amendment Wastewater Treatment Contract on behalf of the City of Howell by authority duly vested in them by the Howell City Charter.



Donald L. Perkins Notary Public  
ACTING in Livingston County, Michigan  
My Commission expires: MAY 16, 2025



**HOWELL  
MICHIGAN**

# INVOICE

Department of Public Services

611 E. Grand River · Howell, MI 48843 · (517) 546-7510 · FAX: (517)546-6019

INVOICE NO. **MT 220 2018**

For the month of September 2018

TO: Marion Township

FOR: Wastewater Treatment per Contract Agreement City of Howell - Marion Township  
Wastewater Treatment dated June 30, 1997 (Article 7G.) 100,000 gpd. minimum

FOR: Treatment period August 31, 2018 to September 28, 2018

TREATMENT  
RATE

$\$3.51 / 1000 \text{ Gals} \times 141,901 \times 28 \text{ Days} = \$13,946.03$

Total Amount due City of Howell = \$13,946.03

Please make checks payable to:  
City of Howell

Remit to: City Treasurer  
City of Howell  
611 East Grand River  
Howell, Mi 48843

Previous Balance: \$0.00



WATER & SEWER RATES as of JULY 1, 2017

WATER 4.77 per thousand gallons \$9.18  
 SEWER (SP= 75% / SC= 25%) 4.41 per thousand gallons

READY TO SERVE:	Water	Sewer	
5/8"	16.75	20.50 each	(flat rate for 2 months) 37.25
3/4"	20.50	29.00 each	(flat rate for 2 months) 49.50
1"	30.50	49.00 each	(flat rate for 2 months) 79.50
1 1/2"	66.00	96.00 each	(flat rate for 2 months) 162.00
2"	103.00	175.00 each	(flat rate for 2 months) 278.00
3"	174.00	275.00 each	(flat rate for 2 months) 449.00
4"	270.00	440.00 each	(flat rate for 2 months) 710.00
6"	479.00	825.00 each	(flat rate for 2 months) 1304.00

IRRIGATION RTS is the water flat rate for that meter size: no sewer RTS  
 (i.e.; 5/8" = \$16.75 for 2 months)

WATER DEPOSIT - \*TENANTS-Residential \$200/Flat Rate (\*commercial will vary)  
 METER TESTING: \$20 (Displacement 98.5%-101.5% / If over or under. Not in compliance)  
 AFTER HOURS TURN ON: MIN. \$92.40

RAW/ UNTREATED .93/1000 gal Online Tax Payment Fee = 3%  
 WATER HAULERS \$9.54 per thousand gallons Online Water Payment Fee = \$5.95  
 OUT OF CITY RATES ARE DOUBLED  
 FIRE SUPPRESSION IS NOT METERED  
 IRRG BACKFLOW TESTING / Q3YRS-STATE REQ FOR RESIDENTS

Copies \$0.25 each  
 No Fee For Duplicate Bill

SUMMER SEWER PROGRAM  
NORTH: July Billing (May/June usage)  
 Sept Billing (July/August usage)  
SOUTH: Aug Billing (June/July usage)  
 Oct Billing (Aug/Sept usage)  
 (Single Family/Residential/Owner Occupied Only)  
 (can't give credit for early usage)

Presented at Board Meeting 11/08/2018

Comparison of Peavy Road sewer meter readings with MHOG meter readings 2014 - 2018.

Time Period	Gallons on Peavy Meter	Number of metered users	Metered Gallons	Number of flat rate users	Flat Rate Estimated Gallons	Total gallons on MHOG Billing	Gallons Difference	Annual Total Difference
2014/Q1	11,927,460	753	9,070,000	66	794,980	9,864,980	-2,062,480	
2014/Q2	12,736,030	785	10,541,000	65	872,822	11,413,822	-1,322,208	
2014/Q3	11,797,470	798	13,461,000	66	1,113,316	14,574,316	2,776,846	
2014/Q4	11,945,550	804	9,903,000	66	812,933	10,715,933	-1,229,617	
								-1,837,460
2015/Q1	12,671,510	799	10,593,000	66	875,016	11,468,016	-1,203,494	
2015/Q2	12,882,986	825	11,556,000	67	938,487	12,494,487	-388,499	
2015/Q3	12,319,516	837	13,439,000	70	1,123,931	14,562,931	2,243,415	
2015/Q4	12,372,220	834	10,789,000	70	905,552	11,694,552	-677,668	
								-26,246
2016/Q1	11,825,430	825	9,917,000	71	853,463	10,770,463	-1,054,967	
2016/Q2	12,450,780	858	12,634,000	71	1,045,471	13,679,471	1,228,691	
2016/Q3	12,572,510	875	15,622,000	68	1,214,053	16,836,053	4,263,543	
2016/Q4	12,516,660	890	10,881,000	68	831,357	11,712,357	-804,303	
								3,632,964
2017/Q1	13,704,340	896	10,163,000	70	793,984	10,956,984	-2,747,356	
2017/Q2	14,760,090	901	12,134,000	74	996,577	13,130,577	-1,629,513	
2017/Q3	12,595,320	888	15,630,000	72	1,267,297	16,897,297	4,301,977	
2017/Q4	13,741,970	913	10,965,000	72	864,710	11,829,710	-1,912,260	
								-1,987,151
2018/Q1	14,394,180	928	10,470,000	72	812,328	11,282,328	-3,111,852	
2018/Q2	15,501,830	935	12,052,000	72	928,068	12,980,068	-2,521,762	
2018/Q3	12,697,570	927	15,337,000	73	1,207,768	16,544,768	3,847,198	
								-1,786,416
Total (net) difference for selected quarters							-2,004,309	

## Bob Hanvey

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**From:** Anderson, Tracy C. <tracy.anderson@spicergroup.com>  
**Sent:** Tuesday, October 23, 2018 5:28 PM  
**To:** Bob Hanvey; danlowe1969@gmail.com; Joe; dstokes@mariontownship.com  
**Subject:** Marion Sewer Walkthrough update

Hello All,

Just wanted to fill everyone in on our sewer easement walk so we are all on the same page.

- Joe had marked most of the manholes and we found a couple more
- We used as-builts to locate the force main and manholes we needed.
- Dan looked at the Pinckney Road Ramp and he said there was only some sumac in the approximate line of the force main so clearing there is not needed.
- The plan is:
  - o Clear a site line between manholes.
  - o Clear trees less than 6 inches
  - o Leave trees larger than 10 inches
  - o We marked some trees to remain
  - o Do not remove landscaping or trees that were obviously planted there
  - o Follow As builts for locations
- I am getting Joe more information on the manholes (GPS, distances between, as builts etc.)
  - o I will send that out tomorrow.
- Dan will help in the field if needed.

Let me know if you have any questions!

Thanks,

**Tracy Anderson, P.E.** | Project Engineer I

**SPICER GROUP, INC.**

Cell: 734-751-1909

[www.spicergroup.com](http://www.spicergroup.com)

Stronger. Safer. Smarter. *Spicer.*

MEMO

To: Marion Township Board

From: Bob Hanvey

Subject: Sewer easement for Schroeder's Body Shop, LLC

Date: November 9, 2018

The attached easement is for your review, comment, and approval. The original easement had an incorrect legal description.

PERMANENT GRANT OF EASEMENT

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Schroeder's Body Shop, LLC., whose address is 623 McCarthy St, Howell, MI 48843, hereinafter called the GRANTOR and the Township of Marion, a municipal corporation, whose office address is 2877 W. Coon Lake Road, Howell, Michigan, 48843, hereinafter called GRANTEE.

WITNESSETH

1. For and in consideration of the sum of \$ \_\_\_\_ paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, and the adequacy of the consideration is further acknowledged, the Grantor hereby grants and conveys to the Grantee, its successor and assigns, an easement to install public utilities including but not limited to the maintaining, construction, owning, operating, repairing, replacing, removing, improving, widening, deepening, relocating, and inspection of water mains, sewer mains, storm sewers and such other public utilities as the entity having jurisdiction may determine to be appropriate and/or a line or lines of pipe for the transportation of potable water and/or sanitary sewer lines and such other public utilities, together with all necessary and convenient equipment, facilities, pumps, pipes, lines, and connections therefore and all other fixtures and appliances appurtenant thereto to operate by means thereof, a system for the transportation of potable water and/or sewage lines and other public utilities, under, in, upon, along, over, and across the following premises located in the Township of Marion, County of Livingston, State of Michigan, described as follows:

A permanent utility easement being the East 57 feet of the West 90 feet of the following described parcel:

Part of the Southwest ¼ of Section 1, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, described as follows:

Commencing at the southwest corner of said Section 1; Thence along the west line of said Section 1 and the centerline of Pinckney Road (66.00 foot wide right-of-way), North 00° 53' 40" West, 738.33 feet, to the POINT OF BEGINNING; THENCE, continuing along the West line of said Section and the centerline of Pickney Road, North 00° 53' 40" West, 378.93 feet; THENCE, along the centerline of a 66.00 foot wide private road easement (as first recorded in Liber 1032, Pages 617 and 618, Livingston County records) on the following 4 courses:

- 1) North 89 degrees 07 minutes 40 seconds East 26.39 feet;
- 2) East on an arc right, having a length of 136.17 feet, a radius of 165.59 feet, a central angle of 47° 06' 58", and a long chord which bears South 67° 16' 46" East, 132.33 feet;
- 3) Southeast on an arc left, having a length of 145.97 feet, a radius of 201.04 feet, a central angle of 41° 36' 01", and a long chord which bears South 64° 29' 08" East, 142.78 feet;
- 4) South 85° 17' 09" East, 149.46 feet;



THENCE, South 00° 53' 40" East, 511.35 feet; THENCE, along the centerline of a ditch on the following courses:

- 1) North 84° 08' 46" West, 121.13 feet;
- 2) North 73° 17' 50" West, 137.71 feet;
- 3) North 40° 37' 07" West, 122.56 feet;
- 4) North 23° 44' 38" West, 84.65 feet;
- 5) North 60° 57' 31" West 71.01 feet to the POINT OF BEGINNING.

Tax Code No. 4710-01-300-021

2. In addition to the rights granted in paragraph 1 hereof, this easement shall include the following additional rights:

- A. The right to cut, trim, remove or otherwise control all trees, branches, bushes, brush, undergrowth, crops or other growth or vegetation located or growing upon or in the easement area as may be reasonably necessary in the installation, maintenance, operation, repair, inspection, replacement, or renewal of water mains and sanitary sewer lines and the equipment and facilities connected therewith and all associated equipment and facilities connected therewith and other public utilities.
- B. The right to remove any buildings located within the easement area and to prohibit the erection or placement of any buildings or structures in or upon said area.
- C. The right of ingress to, egress from and passage on and over the easement area for the purpose of exercising the easement rights hereinbefore described; provided, that the Grantor, its successors and assigns, shall have full rights of ingress, egress, and access over the easement area but all in a manner compatible with the exercise of the easement rights hereinbefore described.
- D. The right of ingress and egress over and across Grantors' property adjacent to said easement area by way of existing drives, parking areas and roadways for the purpose of exercising easement rights granted herein.

3. Grantee, by the acceptance of this Grant of Easement, covenants and agrees as follows:

- A. To restore the premises to which this easement is subject substantially to its original conditions. Provided, however, the Grantee shall NOT be required to replace any structure or vegetation, including trees removed, destroyed or damages as a consequence of the Grantee's exercise of its easement rights described herein. Grantee shall, however, grade the easements area disturbed by construction and/or maintenance of public utilities and shall seed said area with appropriate grasses.

4. Grantor covenants that Grantor is lawfully seized and possessed of the premises herein described and that Grantor has a good and lawful right to grant and convey the easement described herein.

5. It is expressly understood and agreed by and between the parties hereto that the easement and rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes the entire terms and conditions with reference to the easement as agreed upon between the parties hereto, except as may be amended in writing hereafter. Grantor specifically warrants that Grantor is the legal and equitable owner of said property and that no person(s) or other entities have any rights, title, or interest in said property. Grantor further warrants that the person(s) whose signatures appear on its behalf have been authorized to bind Grantor to the terms and conditions set forth herein.

6. This grant includes a release of any and all damages or claims alleged or real, suffered by the Grantor, by reason of diminution to the value of the property arising out of the easement and the right of

way herein granted, or on account of the public utilities proposed to be constructed thereon.

7. This instrument shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this Grant of Easement to be executed on the date and year first written above.

WITNESS

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)

STATE OF ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public, in and for said County, personally appeared \_\_\_\_\_, to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be \_\_\_\_\_ free act and deed.

Notary Public \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

PREPARED BY: Kevin J. Wilks, P.E.  
Spicer Group, Inc.  
125 Helle Dr, Suite 2  
Dundee, MI 48131

Tax Parcel #: 10-01-300-021  
Parcel Owner: Schroeder's Body Shop LLC.  
Parcel Owner Address: 623 McCarthy Street,  
Howell, Michigan 48843  
Parcel Address: 50 Schroeder Park Dr.,  
Howell, Michigan 48843

EXHIBIT A  
PERMANENT EASEMENT



**PARENT PARCEL DESCRIPTION**

PER PART OF SW 1/4 OF SECTION 1, T.2S R.4E, MARION TOWNSHIP, LIBER 2007R, PAGE 038732, LIVINGSTON COUNTY RECORDS

**PARENT PARCEL DESCRIPTION**

Part of the Southwest 1/4 of Section 1, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, described as follows: Commencing at the Southwest corner of said Section 1; thence along the West line of said Section 1 and the centerline of Pinckney Road (66.00 foot wide right-of-way), North 00° 53' 40" West, 738.33 feet, to the POINT OF BEGINNING; THENCE, continuing along the West line of said Section and the centerline of Pickney Road, North 00° 53' 40" West, 378.93 feet; THENCE, along the centerline of a 66.00 foot wide private road easement (as first recorded in Liber 1032, Pages 617 and 618, Livingston County records) on the following 4 courses:

North 89 degrees 07 minutes 40 seconds East 26.39 feet; East on an arc right, having a length of 36.17 feet, a radius of 165.59 feet, a central angle of 47° 06' 58", and a long chord which bears South 67° 16' 46" East, 132.33 feet; thence Southeast on an arc left, having a length of 145.97 feet, a radius of 201.04 feet, a central angle of 41° 36' 01", and a long chord which bears South 64° 29' 08" East, 142.78 feet; thence South 85° 17' 09" East, 149.46 feet; thence, South 00° 53' 40" East, 511.35 feet; thence, along the centerline of a ditch on the following courses:

North 84° 08' 46" West, 121.13 feet;

North 73° 17' 50" West, 137.71 feet;

North 40° 37' 07" West, 122.56 feet;

North 23° 44' 38" West, 84.65 feet;

North 60° 57' 31" West 71.01 feet to the said West line of Section 1, and the point of beginning.

**PERMANENT UTILITY EASEMENT**

A parcel of land in Section 1, T.02 N. - R.04 E., Marion Township, Livingston County, Michigan, the East 57 feet of the West 90 feet of Parcel No. 10-01-300-021 of Section 1, T.02 N. - R.04 E., containing 24,076.76 SQ. FT or 0.55 acres of land.



*Nathan G. Shepherd*

Nathan G. Shepherd Professional Surveyor No. 62684

SCALE: N/A

DRAWN BY: EJM  
CHECKED BY: NGS

DATE: 10/18/2018  
SHEET 1 OF 2

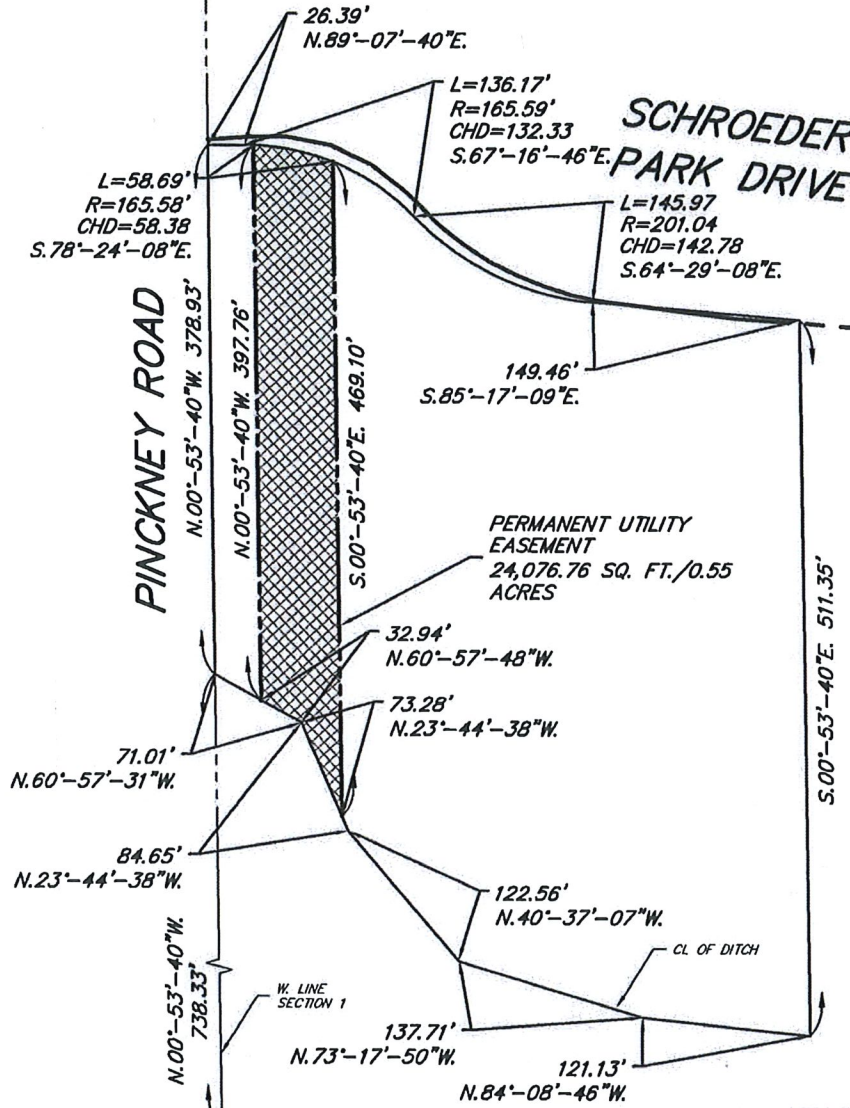
JOB#: 126485SG2018  
DWG#: A-28100-01

Tax Parcel #: 10-01-300-021  
 Parcel Owner: Schroeder's Body Shop LLC.  
 Parcel Owner Address: 623 McCarthy Street,  
 Howell, Michigan 48843  
 Parcel Address: 50 Schroeder Park Dr.  
 Howell, Michigan 48843

**EXHIBIT A**  
**PERMANENT EASEMENT**



SECTION 1  
 T.2N.-R.4E.  
 MARION TOWNSHIP  
 LIVINGSTON COUNTY, MICHIGAN



**FRANCIS ROAD**

SW CORNER SECTION 1

S. LINE SECTION 1

*Nathan G. Shepherd*  
 Nathan G. Shepherd Professional Surveyor No. 62684



## Bob Hanvey

---

**From:** Dave Hamann <za@mariontownship.com>  
**Sent:** Wednesday, October 31, 2018 10:36 AM  
**To:** supervisor@mariontownship.com  
**Subject:** FW: Question on ZBA conflict

FYI...

Dave Hamann  
Zoning Administrator  
Marion Township  
[za@mariontownship.com](mailto:za@mariontownship.com)

---

**From:** Michael Kehoe [mailto:mike@michaelkehoelaw.com]  
**Sent:** Wednesday, October 31, 2018 10:13 AM  
**To:** Hamann Dave <za@mariontownship.com>  
**Subject:** Re: Question on ZBA conflict

I think that for both of these, under these circumstances, it'd be my preference if they didn't attend. They have a right to attend the meeting but there are times where it just doesn't, or might not, look right. If they do attend, I certainly would like them to not sit together and not address the ZBA.

Now that you bring it up, Dan probably should not sit on the Landscaping one either. The board requested an interpretation of the use by Howell Landscaping so the Board is a party to the request. The same argument about a conflict could be made on that one as well. He couldn't sit on the ZBZ if he was asking for a variance for himself and this is about the same.

If you have any questions, please contact me.

Mike

Michael J. Kehoe  
Attorney at Law  
710 E. Grand River  
Howell, MI 48843  
(517) 546-4570

On Oct 24, 2018, at 11:27 AM, Dave Hamann <[za@mariontownship.com](mailto:za@mariontownship.com)> wrote:

Are you recommending that none of the Marion Township Board members be present at this Zoning Board of Appeals meeting for the two interpretations? Many of them want to attend!

Dave Hamann  
Zoning Administrator  
Marion Township  
[za@mariontownship.com](mailto:za@mariontownship.com)

---

**From:** Michael Kehoe [<mailto:mike@michaelkehoelaw.com>]

**Sent:** Wednesday, October 24, 2018 11:20 AM

**To:** Hamann Dave <[za@mariontownship.com](mailto:za@mariontownship.com)>

**Subject:** Re: Question on ZBA conflict

I'd recommend he not be in the audience. It could create an issue due tho the fact that not only did he make a decision about it but as a board member he has a vote to determine who's on the ZBA. Just poses a potential headache that'd be better avoided.

Mike

Michael J. Kehoe  
Attorney at Law  
710 E. Grand River  
Howell, MI 48843  
(517) 546-4570

On Oct 24, 2018, at 10:27 AM, Dave Hamann <[za@mariontownship.com](mailto:za@mariontownship.com)> wrote:

Hi Mike, Dan has a follow on question, can he be in the audience for the Witkowski interpretation and then get on the board for the Howell Landscaping interpretation?

Dave Hamann  
Zoning Administrator  
Marion Township  
[za@mariontownship.com](mailto:za@mariontownship.com)

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**From:** Michael Kehoe [<mailto:mike@michaelkehoelaw.com>]

**Sent:** Monday, October 15, 2018 11:41 AM

**To:** Hamann Dave <[za@mariontownship.com](mailto:za@mariontownship.com)>

**Subject:** Re: Question on ZBA conflict

Good question, Dave. Yes, I would recommend Dan not sit on this, not only for the reason Dan mentioned, but also because the Board previously determined this wasn't an ag-business use. I think he does have a conflict.

Mike

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Howell, MI 48843  
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On Oct 15, 2018, at 10:33 AM, Dave Hamann  
<[za@mariontownship.com](mailto:za@mariontownship.com)> wrote:

Mike, Dan Lowe asked me to inquire of you whether there is an issue with him being on the Zoning Board of Appeals case meeting for Myers & Myers for AJR/Cornerstone since he is on the board and is aware of the litigation case does that make it a conflict for him to be on the Zoning Board of Appeals meeting? There is an alternate that can be available. Let me know asap! Thanks!

Dave Hamann  
Zoning Administrator  
Marion Township  
[za@mariontownship.com](mailto:za@mariontownship.com)