



CITY COUNCIL MEETING AGENDA
City Council Chambers - Lower Level – 7:00 P.M.
611 E. Grand River - Howell, MI 48843

Visit the City of Howell website at www.cityofhowell.org

Monday December 3, 2012

**COUNCIL -
MANAGER
GOVERNMENT**

Council members and
other officials normally
in attendance:

1. Dennis L. Perkins
City Attorney
2. Dawn Cooper
Council Member
3. Jeffrey Hansen
Council Member
4. Doug Heins
Council Member
5. Shea Charles
City Manager
6. Phillip Campbell
Mayor
7. Jane Cartwright
Clerk
8. Scott Niblock
Council Member
9. Al Schlittler
Mayor Pro Tem
10. Steven L. Manor
Council Member

SEATING:

Above list arranged
according to seating
order; left to right.

1. Regular Meeting Called to Order
2. Pledge of Allegiance (all stand)
3. Approve Minutes – November 19, 2012
 - A. Regular Meeting
 - B. Executive Session
4. Citizens' Comments (items not on agenda)
5. Reports by Council Members Serving on Commissions (items not on agenda)
6. Council Correspondence:
7. Discussion – Blight Ordinances
8. Discussion/Approval – Sixth Amendment to Purchase Agreement, Lucy Road Resources II
9. Discussion/Approval – Lucy Road Landfill – Post Closure & Due Care Plan
10. Discussion/Approval – Request to Purchase MERS Service Credit
11. Board/Commission Appointments
 - A. Michael Yost, Building Authority, term ending 12/31/2015
 - B. Phil Santor, Brownfield Redevelopment Authority, term ending 11/1/2015
 - C. Erv Suida, Brownfield Redevelopment Authority, term ending 11/1/2015
12. Approve payment of bills ending 12/03/2012 in the amount of \$454,391.65 and payroll to cover the period which ended 12/01/2012
13. City Manager's Report:
 - A. 2013 Retreat Format
14. Old Business
15. New Business

*Visitors are cordially invited to attend all meetings of the Council.
If you wish to address the Council, you will be recognized by the Mayor.
Please refer to the printed guidelines on the back of the agenda.*

16. Executive Session – Pending Litigation

17. Adjournment

Public Comment Guidelines

Members of the public are permitted to address a meeting of Council upon recognition by the Mayor. Each person shall begin by stating their name and address and shall be permitted to speak once on each agenda item for three (3) minutes. Agenda item 4 allows for Citizens' Comments on any non-agenda item. Where the Agenda provides Public Hearing comment, each person addressing the Council shall be limited to five (5) minutes regarding the specific agenda Public Hearing item. The Mayor may allow additional time at his/her discretion.

All remarks shall be addressed to the Council as a body, and not to any member. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Council Members, except through the Mayor. Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Council, may be requested to leave the lectern.

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at anytime by direct mail or by addressing the City Clerk, and copies will be distributed to Council Members.

**Regular Meeting of the Howell City Council
Monday November 19, 2012
Howell City Council Chambers – Lower Level
611 E. Grand River
Howell, Michigan 48843
517-546-3502**

1. The Regular Meeting of the Howell City Council was called to order by Mayor Phillip Campbell at 7:00 p.m.

Council Members Present: Dawn Cooper, Jeffrey Hansen, Doug Heins, Steven Manor, Scott Niblock, Al Schlittler and Mayor Phillip Campbell.

Also Present: City Manager Shea Charles, City Attorney Dennis L. Perkins and City Clerk Jane Cartwright.

Others in Attendance: Police Chief George Basar, DPS Director Erv Suida, Finance Director/Treasurer Catherine Stanislawski, Assessor Gladys Niemi, DDA Director Diane Larkin, Pat Convery, Lou Cox, Paul Streng, Michael Mulvahill, Jacob Champagne, Julia Blair, Justin Blair, J. Pearce, Rebecca Niblock.

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVED MINUTES:**

MOTION by Hansen, SUPPORT by Niblock, “To approve the minutes of the regular City Council meeting held November 5, 2012.” MOTION CARRIED (7-0).

MOTION by Hansen, SUPPORT by Heins, “To approve the minutes of the executive session held November 5, 2012.” MOTION CARRIED (7-0).

4. **CITIZENS’ COMMENTS**

- Pat Convery, Howell Area Chamber of Commerce, indicated the 29th year of the Fantasy of Lights Parade scheduled for November 23rd will be one of the biggest ever with 52 entries, and also thanked the City staff, Police, DPW, and Fire Authority for making it all possible.

5. **REPORTS – COUNCIL MEMBERS SERVING ON COMMISSIONS**

- Member Cooper reported on the November 14, 2012 Planning Commission meeting. Approved the expansion of the Medilodge parking lot, and set public hearings on the ordinance revisions relating to temporary structures, and the proposed rezoning for the HL District properties.
- DDA Director Larkin reported the State of Michigan completed their annual site visit and audit pursuant to the Main Street Program and will provide a written report next month; the Howell DDA is in line to receive the Great

America Main Street Award; and she also thanked the DPW staff for putting up all the Christmas decorations downtown. She also reported on discussions held by the ad hoc committee formed to review downtown parking. The Committee comprised of downtown building owners, DDA Board Members and City staff reaffirmed the 2004 study and indicated that parking was not at capacity and still adequate (including downtown residents) except for a few areas. They suggested that downtown parking continue to be monitored and also outlined proactive solutions; clearly identify parking, increase lighting, and educate/encourage business owners & downtown residents to park further away which will promote walk-ability and provide more parking for customers. There was also a suggestion to increase the parking limit from 2 to 3 hours. Council requested a written report be included in the next packet. Discussion followed on parking enhancements that staff is looking on to increase the capacity for the Heart of Howell development.

6. **COUNCIL CORRESPONDENCE:**

- A. Allen Schlittler, Resignation from Local Officers Compensation Commission. MOTION by Heins, SUPPORT by Hansen, "To accept the resignation of Allen Schlittler from the Local Officers Compensation Commission." MOTION CARRIED (7-0).
7. **APPROVED – RESOLUTION NO. 12-30, DENNIS GEHRINGER**
MOTION by Schlittler, SUPPORT by Heins, "To adopt Resolution No. 12-30 Honoring Dennis Gehringer." MOTION CARRIED (7-0).
8. **APPROVED – ORDINANCE NO. 861, AMENDMENTS TO SECTION 1064.03 CEMETERY FEES AND RATES**
MOTION by Hansen, SUPPORT by Schlittler, "To adopt Ordinance No. 861, Amendments to section 1064.03, Cemetery Fees and Rates." MOTION CARRIED (7-0).
9. **APPROVED – LUCY ROAD PROPERTY DEED RESTRICTIONS**
A. Declaration of Restrictive Covenant, Mound Site. MOTION by Manor, SUPPORT by Schlittler, "To approve the Declaration of Restrictive Covenant, Mound Site for the former Lucy Road Landfill." MOTION CARRIED (7-0).

B. Declaration of Restrictive Covenant, Development Parcel. MOTION by Manor, SUPPORT by Schlittler, "To approve the Declaration of Restrictive Covenant, Development Parcel for the former Lucy Road Landfill." MOTION CARRIED (7-0).
10. **APPROVED – MICHIGAN MUNICIPAL LEAGUE 2013 MEMBERSHIP**
MOTION by Cooper, SUPPORT by Manor, "To approve payment of the Michigan Municipal League invoice in the amount of \$4,496 for the 2013 membership renewal." MOTION CARRIED (7-0).

11. DISCUSSED – ISBELL/SIBLEY TRAFFIC REPORT

City Manager Charles stated pursuant to Council direction, staff reviewed crash data & conducted a speed study in the Isbell/Sibley area. According to the criteria from the Manual of Uniform Traffic Control Devices and the traffic study, staff does not recommend installation of an additional stop sign. Lou Cox, 221 Isbell, stated that people still drive quite fast in the area from his visual observations, and he has talked to numerous people walking their kids to school and they support the additional stop sign. It was noted that the average speed is 17 mph, there has only been 1 accident at the intersection involving a mirror, and studies indicate that stop signs do not slow traffic. Mr. Cox thanked the Council for considering his request. Council concurred with staff's recommendation.

12. AWARDED BID/PURCHASE, HIGH SERVICE PUMP REBUILD, PROFESSIONAL PUMP INC. \$5,488

MOTION by Cooper, SUPPORT by Hansen, "To approve Professional Pump Inc. of Belleville MI to perform the mechanical work as described in Quote #CH-030212-4 in the amount not to exceed \$5,488." MOTION CARRIED (7-0).

13. APPROVED – PAYMENT OF BILLS

MOTION by Cooper, SUPPORT by Schlittler, "To approve payment of bills ending November 19, 2012 in the amount of \$1,017,396.35 and payroll to cover the period which ended November 17, 2012." MOTION CARRIED (7-0).

14. CITY MANAGER'S REPORT

- Annual Retreat Dates. Three potential dates have been suggested and staff is looking for direction. Member Schlittler questioned why the retreat is needed noting there is still a list of tasks from the 2012 retreat. Member Manor stated he has found the retreat to be valuable to build consensus amount Council for long range planning and to confirm what needs to be done with open conversation to move forward with the vision of the City. Member Cooper noted that Council's job is to put together the program for the City, design an action plan and monitor implementation. The City Manager is also evaluated around the action plan. Member Schlittler stated that a lot of items (included in GOSPA) were repeats from previous years; the 2012 retreat was held in February and there was no action until June. He suggested taking a year off to avoid repeating the process of what has already been decided and work on the current task list. Member Hansen stated he does not want to repeat the process however would like to condense the format and make it a little more meaningful. Mayor Campbell stated he believes the retreat does have merit and suggested keeping it broad, long term and expectations realistic. Member Heins stated he understands the visioning process of the retreat however it was 3 months before Council received the retreat minutes, 6 months until a list of action items were finalized, and 9 months until work started on the action items. Staff spends a lot of time preparing reports for the retreat and he would rather have monthly (police) reports to allow Council to continually monitor what is going on in the City instead of waiting for annual reports. He also

indicated the process is broken; the retreat needs to be shortened and he would like to get back to the visioning process for benchmarking. Member Manor also noted that Council had several new members at the 2012 retreat, there was a lot of discussion relating to fund equity and funding for the road project, and a list of tasks were created some of which were included in the current budget. Member Niblock stated there was great value in the retreat; he likes the state of the City (staff reports) however Council tends to build a list of tasks that are difficult to complete with the reductions in staff and resources which creates a false sense that staff is not accomplishing anything. He would like to see more visioning and just focus on a few items. Mayor Campbell indicated that too much time was spent on staff reports; he would rather just have written reports and address questions. He would like to keep the process more broad with a focus on visioning not a list of action items. A lot of items including in GOSPA are from previous years; strike the old things from the GOSPA report and streamline the process. MOTION by Manor, SUPPORT by Hansen, "To schedule the annual retreat for February 2, 2013 from 8:30 a.m. until 4:00 p.m." MOTION CARRIED (7-0). Staff will review all comments and bring back a formal process.

- Schedule Work Session. MOTION by Hansen, SUPPORT by Niblock, "To schedule a work session for December 4, 2012 at 6:00 p.m. to discuss swale modification." Member Niblock volunteered to bring cookies. MOTION CARRIED (7-0).
- eCities Community. The City of Howell is one of 25 communities that received a 5 star recognition.
- The Michigan Legislature is headed into the lame duck session and at the top of the list is Personal Property Tax reform. Staff is reviewing the Lt. Governor's proposal and will be providing comments to MML. Additional information will be included in the off week packet.
- Expect the DEQ to act on the "No Further Action Letter" regarding the Lucy Road property no later than December 9, 2012. Another extension on the purchase agreement may be necessary to complete the process.
- Staff met with the State & Local Government Affairs representative for CSX and he is in favor of keeping the Isbell bridge as a pedestrian crossing.

15. OLD BUSINESS

- Member Manor reported on the recent SEMCOG General Assembly; what's happening with housing in southeast Michigan relating to foreclosed properties acquired as rentals. They encouraged municipalities to be more assertive with Ordinances regulating rental properties. Council may want to look at requiring an initial inspection for new rental properties.
- Mayor Campbell thanked the staff and City Clerk for conducting the General Election noting efficiencies in the City of Howell precincts compared to other areas.

16. NEW BUSINESS

- Member Heins questioned the 35 mph speed limit on westbound Mason Road, noting the number of traffic stops east of the bridge and suggested completing an 85 percentile speed study. DPS Director Suida stated that M155 is a State Highway.
- Member Hansen suggested a resolution of appreciation for Stephanie Schlittler & the DDA Board for their work revamping the Melon Festival.

17. EXECUTIVE SESSION – PENDING LITIGATION

8:13 p.m. MOTION by Hansen, SUPPORT by Niblock, “To adjourn to executive session to discuss pending litigation with a roll call vote”. Heins – yes, Niblock – yes, Schlittler – yes, Manor – yes, Cooper – yes, Hansen – yes, Campbell – yes. MOTION CARRIED (7-0).

8:45 p.m. MOTION by Heins, SUPPORT by Hansen, “To reconvene the regular meeting.” MOTION CARRIED (7-0).

MOTION by Hansen, SUPPORT by Manor, “To approve a settlement in Pine Hill Howell Limited Partnership v City of Howell, MTT Docket No. 386604 for tax years 2010, 2011 and 2012 per the attached proposed Stipulation for Entry of Consent Judgment and authorize the City Attorney to execute same.” MOTION CARRIED (7-0).

MOTION by Schlittler, SUPPORT by Manor, “To adjourn the regular meeting of the City Council at 8:46 p.m.” MOTION CARRIED (7-0).

Phillip Campbell, Mayor

Jane Cartwright, City Clerk

NOTES

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERIN PERDU, INTERIM COMMUNITY DEVELOPMENT DIRECTOR
DATE: NOVEMBER 29, 2012
RE: BLIGHT ITEMS – CONTINUED DISCUSSION

At the November 5th regular meeting, Mayor and Council reviewed a matrix of items/topics that could be covered under a blight and/or property maintenance ordinance. During the discussion, several of the items were selected by a majority of council members for further discussion. These included:

- Weeds and vegetation: revisions to the “eight inch average height” regulation
- Yard maintenance and ground cover
- Defacement of property (i.e. cleaning up vandalized property)
- Partially constructed/unfinished buildings
- Building materials left outside
- Weather-proofing (ensuring structures are protected from the elements) including roofs.
- Maintenance of exterior surfaces: this includes homes with deteriorating paint (no consensus on the degree to which this should be regulated), siding, gutters, doors, windows, trim, porches, balconies, stairways, and deteriorated, damaged or loose elements on the outside of a structure.
- Grading and drainage: staff to provide information on other applicable ordinances and relevant case law
- Accessory structures
- Dead or deteriorating trees on private property (added by staff)
- Rental Inspections (discussed at the 11/29 City Council meeting)

To begin our more in-depth discussion, I am providing some additional information organized by topic below.

Weeds

Issue: Currently, the ordinance (Section 622.02) establishes a standard of “a greater height than eight inches on the average, or any accumulation of dead weeds, grass or brush”. The “on average” standard creates problems when there are specific areas of a yard that are not being cut, or when because of drought conditions certain areas of a yard grow faster than others. This standard is also a problem when there are some extremely tall weeds on a property, but the rest of the lawn is below eight inches.

Possible solution: Amend the ordinance language to remove the “on average” clause, which would require that residents cut or pull weeds that are greater than 8 inches.

Yard Maintenance and Ground Cover

Issue: In addition to vegetation that is covered under our current the height restriction, there are also issues with yards, shrubbery and other vegetation that are impacting neighborhoods in the City. Some examples include shrubbery up close to homes that is tall and unkempt, tall weeds that are mixed with bushes and shrubs, and tall/large weeds growing up through porches and decks.

Possible Solution: Adopt ordinance language similar to what is on the books in East Lansing. East Lansing’s property maintenance code reads, in part:

“Weeds and Plants: All exterior premises and exterior property shall be maintained free from weeds or plant growth in excess of six inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated flowers and gardens. Trees and shrubs and other plantings shall be tended and trimmed to maintain sight lines, to prevent damage to structures, and to have at least a 7 foot clearance above a sidewalk.”

“Yard maintenance. Yard areas shall be free of tire tracks and ruts from vehicle traffic.”

“Yard ground cover. Yard areas shall be covered with grass, a ground cover plant or other landscaping material, such as mulch, decorative gravel, stone or paving bricks.”

Another alternative would be to adopt more general language, such as that in the City of Brighton, which leaves more room for interpretation by the code enforcement officer and/or zoning official. Brighton’s weed ordinance reads, in part:

“It shall be unlawful for the owner of any lot or parcel of land or any person in possession or control of any lot or parcel of land within the city to allow or maintain upon any portion of such lot or land any growth of grass, brush, weeds, or to permit the deposit or accumulation upon any portion of such lot of land, of any debris, rubbish, refuse, trash, dead vegetation, or garbage so as to create a nuisance due to unsightliness, an unhealthy or unsafe condition, or traffic hazard, or fire hazard. Growth of grass to a length greater than nine inches shall be considered to be a nuisance for the purposes of this section”

Defacement of Property

Issue: There is currently no requirement for properties that have been vandalized to be fixed. This problem may begin as an eyesore, but also has the potential to make a neighborhood subject to the “broken window” theory, which holds that holds that if a neighborhood or city doesn’t fix its broken windows and graffiti, the environment will continue to deteriorate.

Possible Solution: Adopt ordinance language similar to that in the International Property Maintenance Code (IPMC) regarding defacement of property:

“No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.”

Some concerns were raised at the last meeting about who should have the burden of making the repairs. All of the codes that I have found (including the City of Brighton) place that burden on the owner of the property.

Partially constructed/unfinished buildings:

Issue: Under our current ordinance (which includes adoption of the Michigan Building Code), building permits are valid for six months from the last inspection. In some cases, this means that a project can drag on unfinished for years as long as the owner continues to call in periodic inspections and *some* progress is noted. This includes major projects such as additions, new porches/decks, and renovations which result in construction equipment, debris and other nuisances to surrounding properties.

Possible Solution: Unfortunately, the six-month permit window is part of the Michigan Building Code. So as long as progress is being made on a project, our options are limited on forcing timely completion. The City of Lapeer does have language as a part of its Blight Ordinance that attempts to place some additional regulations on unfinished structures:

Included in the definition of a Blighted Structure (which are prohibited in the City): “Is partially completed and which is not presently being constructed under an existing, valid building permit issued by or under the authority of the City of Lapeer;”

Building materials left outside:

Issue: One of the ancillary issues arising from partially constructed buildings is building materials and/or debris that are left outside during the project.

Possible Solution: Adopt language similar to the City of Lapeer or City of East Lansing which prohibits outdoor storage of building materials (note that other language shown below relating to furniture and other materials can be deleted).

City of East Lansing: “*Outdoor storage.* Outdoor storage of an appliance, firewood, furniture or building materials is prohibited except when the material is properly covered and screened from view.”

City of Lapeer: Defines building materials and then states that no property owner shall: “Store, accumulate, or permit the storage or accumulation of any building materials on property owned, leased, rented or occupied by him for any period longer than reasonably necessary for the immediate use of such materials, but in no event longer than sixty (60) days.”

Weather Proofing, Exterior Surfaces (including Paint):

Issue: Holes in roofs, missing siding, and broken windows allowing the elements to penetrate into the interior of a structure and contributing to a public nuisance; this may also include paint to some degree

Possible Solution: Adopt language such as that from the IPMC (as adopted by Brighton, Lapeer, East Lansing and others):

“All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of the windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust and corrosion, and all surfaces with rust and corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces.” (IPMC)

Grading and Drainage:

Issue: Improperly graded properties, or properties with soil erosion issues, create flooding problems for their neighbors. Pondered water is an attractive nuisance for children (and a general nuisance for residents) and can cause damage to property and structures.

Possible Solution: Adopt language such as that from the IPMC (as adopted by Brighton, Dearborn, East Lansing and others):

“All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.”

Accessory Structures:

Issue: Accessory structures (such as garages and sheds) and fences that are not maintained and become an eyesore and/or safety hazard.

Possible Solution: Adopt language from the IPMC regarding Accessory Structures:

“All accessory structures, including detached garages, fences and walls shall be maintained structurally sound and in good repair”

Dead or deteriorating trees on private property:

Issue: We are increasingly seeing dead or deteriorating trees on private property that pose a potential hazard to neighboring properties or the public at large. The City has no authority to require that these trees be trimmed or removed when they are on private property.

Possible Solution: There is nothing in the IPMC regarding this issue. There are some local ordinances, such as the City of Ann Arbor, that do regulate potentially hazardous trees on private property. Language could be adopted similar to this:

“No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or vegetation on public property shall be maintained on private property.” (City of Ann Arbor)

Rental Inspections:

Issue: Under our current rental ordinance, rental properties are only inspected when a tenant registers a complaint. While there was no consensus from City Council to conduct annual mandatory rental inspections, the topic of conducting an initial inspection when a property is first

registered has been brought up. The ordinance could be revised to require properties to undergo an initial inspection when they are registered.

Again, this information is being provided to you for discussion purposes at this time. Staff will continue with our research and drafting of language based on your feedback.

ACTION REQUESTED:

None.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read 'Shea Charles', written in a cursive style.

Shea Charles, City Manager

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: SHEA CHARLES, CITY MANAGER
DATE: NOVEMBER 29, 2012
RE: LUCY ROAD PURCHASE AGREEMENT EXTENSION

Please find attached a proposed sixth extension to Lucy Road Purchase Agreement. The extension pushes the deadline to January 24, 2013. The delay is due to finalizing the No Further Action letter and the purchaser working with the DEQ to finalize their Brownfield Plan. The extension does reduce the outstanding contingencies to only two items.

ACTION REQUESTED:

A motion to approve the sixth extension to the purchase agreement between the City of Howell and Lucy Road Resources II LLC.



Shea Charles
City Manager

SIXTH AMENDMENT TO PURCHASE AGREEMENT

This Sixth Amendment To Purchase Agreement (this "**Amendment**") is made and entered into this ____ day of November, 2012, by and between The City of Howell ("**Seller**"), a Michigan municipality; and Lucy Road Resources II, L.L.C., a Michigan limited liability company ("**Purchaser**").

WHEREAS, Seller and Purchaser entered into a certain Purchase Agreement dated April 26, 2010, as amended by that certain Amendment to Purchase Agreement dated on or about January 24, 2011, as further amended by that certain Second Amendment to Purchase Agreement dated on or about January 9, 2012, as further amended by that certain Third Amendment to Purchase Agreement dated on or about March 28, 2012, as further amended by that certain Fourth Amendment to Purchase Agreement dated on or about June 25, 2012, and as further amended by that certain Fifth Amendment to Purchaser Agreement dated on or about October 8, 2012 (collectively, the "**Agreement**").

WHEREAS, Seller and Purchaser wish to further amend certain provisions of the Agreement as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Extension of Closing. Notwithstanding anything contained herein to the contrary, the Closing shall take place on or before January 31, 2013.

2. Only Remaining Contingencies. The parties acknowledge that as of the date of this Amendment, any and all contingencies (including without limitation, title/survey and suitability) to the Agreement have been satisfied and/or waived, except the following:

(a) A copy of the recorded Use Restriction as required by the MDEQ being provided to Purchaser.

(b) A copy of the Due Care Plan being provided to Purchaser.

2. Additional Items. The parties shall endeavor to ensure that the MDEQ issues a No Further Action letter on or before the date of Closing. Failure to satisfy this item shall not be deemed an element of default on the part of Seller.

3. Miscellaneous.

a. Except as specifically modified hereby, the Agreement, as amended, shall continue in full force and effect and is hereby ratified and confirmed as amended by this Amendment.

b. This Amendment shall be construed, interpreted and enforced under the laws of the State of Michigan.

c. This Amendment is binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns under the Agreement.

d. All capitalized terms not defined in this Amendment shall have the same meaning ascribed to those terms in the Agreement.

e. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and/or any prior amendments thereto, the terms of this Amendment shall govern and control.

f. This Amendment may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Amendment. Facsimile signatures shall be binding as if the same were original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set opposite their respective signatures, and effective as of the date the last of the parties executes this Amendment.

"Purchaser"

LUCY ROAD RESOURCES II, LLC,
a Michigan liability company

By: _____

Its: _____

Date signed: _____

"Seller"

CITY OF HOWELL,
a Michigan municipality

By: _____

Its _____

Date signed: _____

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: SHEA CHARLES, CITY MANAGER
DATE: NOVEMBER 29, 2012
RE: LUCY ROAD PROPERTY POST CLOSURE AGREEMENT APPROVAL

The City is in the final approval stage of a “No Further Actions” (NFA) letter by the Department of Environmental Quality (DEQ). The NFA is an official acknowledgement by DEQ that no additional remediation work is needed at the Lucy Road site. The NFA requires the City enter into a “POSTCLOSURE AGREEMENT FOR A LIMITED SITE-SPECIFIC REMEDIAL ACTION AND IN SUPPORT OF MDEQ APPROVAL OF A NO FURTHER ACTION REPORT” with DEQ. This agreement details the City’s obligations to maintain the sites going forward which include testing, maintenance, notifications as well as others. The agreement requirements are in line with the monitoring and monitoring efforts the City has been undertaking for the last several years.

The attached document has been reviewed by the City’s special legal counsel Sue Sadler and approved by DEQ and are ready for City Council approval. Upon approval the Mayor will execute a copy that will be included in the final NFA approval package.

ACTION REQUESTED:

A motion to approve the Postclosure Agreement for a Limited Site-Specific Remedial Action and in Support of MDEQ Approval of a No Further Action Report between the City of Howell and the State of Michigan.



Shea Charles
City Manager

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

City of Howell
Livingston County, Michigan

MDEQ Reference No.
PCA-RRD-12-002

**POSTCLOSURE AGREEMENT FOR A LIMITED SITE-SPECIFIC REMEDIAL ACTION
AND IN SUPPORT OF MDEQ APPROVAL OF A NO FURTHER ACTION REPORT**

This Agreement for a Limited Site Specific Remedial Action (Agreement) is entered into voluntarily by the Michigan Department of Environmental Quality (MDEQ), Remediation and Redevelopment Division (RRD), and the City of Howell to specify the agreed upon activities required to be undertaken to maintain the effectiveness and integrity of the remedial action at the Former Lucy Road Landfill Site. By execution of this Agreement, the MDEQ and the City of Howell agree to be bound by all of its terms.

BACKGROUND

A No Further Action (NFA) Report submitted to the MDEQ for approval pursuant to Section 20114d(2)(c), of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, (NREPA), must include a Postclosure Plan and a Postclosure Agreement.

Section 20114d(3), of the NREPA, requires that a Postclosure Agreement submitted as part of a NFA Report include all of the following:

(a) Provisions for monitoring, operation and maintenance, and oversight necessary to assure the effectiveness and integrity of the remedial action.

(b) Financial assurance to pay for monitoring, operation and maintenance, oversight, and other costs determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action.

(c) A provision requiring notice to the MDEQ of the Owner's intent to convey any interest in the Facility.

(d) A provision granting the MDEQ access to the Property.

This Agreement pertains to the remedial action for the Facility as defined in Paragraph 2.3 and it relates to the release of hazardous substances at 249 Lucy Road, in Livingston County, State of Michigan, legally described in Attachment A, and commonly known as The Former Lucy Road Landfill Facility (the Property).

Based on the information submitted to the MDEQ, as of the Effective Date, the NFA Report for a Limited Site-Specific Remedial Action, including its Postclosure Plan, its attachments, and any MDEQ approved modifications, the NFA is approved by the MDEQ.

In order to meet the requirements of 20114d(3), of Part 201, the City of Howell and the MDEQ stipulate and agree as follows:

All Due Care Requirements, Institutional Controls, monitoring and maintenance and data assessment and contingencies shall be followed and maintained while this agreement is in effect. Copies of the Due Care Requirements for the two distinct areas are included in Exhibit G of the NFA Report. Copies of the Restrictive Covenants are included in Exhibit F of the NFA Report and are attached as Attachment B to this Agreement.

I. PARTIES BOUND

1.1 This Agreement shall apply to and be binding upon the City of Howell and the MDEQ and their successors. No change in ownership or corporate or legal status of the City of Howell, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter the City of Howell's responsibilities under this Agreement.

1.2 The City of Howell shall provide the MDEQ with written notice at least fourteen (14) days prior to consummating the conveyance of any interest in the Facility as required by Section 20114d(3)(c), of the NREPA. No conveyance of title, an easement, or other interest in property that comprises some or all of the Facility shall be consummated by the City of Howell without adequate and complete provision for compliance with the terms and conditions of the NFA Report and this Agreement. No transfer of ownership interest shall occur without adequate and complete provision that allows the City of Howell to carry out its obligations under this Agreement and to assure the effectiveness and integrity of the remedial action. The City of Howell shall provide a copy of this Agreement to any subsequent owners or successors prior to the transfer of any ownership interests, and comply with the requirements of Section 20116, of the NREPA.

1.3 The signatories to this Agreement certify that they are authorized to execute it and legally bind the parties they represent.

II. DEFINITIONS

2.1 "Day" or "day" means a calendar day, unless otherwise specified in this Agreement.

2.2 "Effective Date" means the date that this Agreement is fully executed by all parties to it and a No Further Action Letter is issued to the City of Howell.

2.3 "Facility" means any area of the Property identified in Attachment A where a hazardous substance, in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use, has been released, deposited, or disposed of, or

otherwise comes to be located; and any other area, place, or property where a hazardous substance, in concentrations that exceed these requirements or criteria, has come to be located as a result of the migration of the hazardous substance from the Property.

2.4 “FAM” means the Financial Assurance Mechanism that is provided pursuant to Section V (Financial Assurance) of this Agreement, to pay for monitoring, operation and maintenance, oversight, and other costs determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action.

2.5 “Long Term Remedial Action Costs” shall mean those costs necessary to assure the performance of monitoring, operation and maintenance, oversight, and other costs that are determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action as set forth in the NFA Report, including this Agreement, in perpetuity.

2.6 “MDEQ” means the Michigan Department of Environmental Quality, its successor entities, and those authorized persons or entities acting on its behalf.

2.7 “No Further Action Report” or “NFA Report” means the written report detailing the completion of the remedial action at the Former Lucy Road Landfill Facility, the Postclosure Plan included in Attachment B, and this Agreement. The NFA Report, submitted to the MDEQ on *April 17, 2012*, is entitled, *Former Lucy Road Landfill Recommendation for No Further Action Approval*, dated *April 17, 2012*, for the Former Lucy Road Landfill Facility prepared by VEC Engineering PLLC.

2.8 “Part 31” means Part 31, Water Resources Protection, of the NREPA, MCL 324.3101 *et seq.*, and the Administrative Rules promulgated thereunder.

2.9 “Part 201” means Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*, and the Administrative Rules promulgated thereunder.

2.10 “Postclosure Plan” means the plan set forth in Attachment B.

2.11 “Postclosure Agreement” means this Agreement.

2.12 “Property” means the property located at Lucy Road and legally described in Attachment A.

2.13 “Response Activity Costs” means all costs lawfully incurred by the MDEQ to oversee, enforce, monitor, and document compliance with this Agreement, including, but not limited to, costs incurred to: monitor response activities at the Facility; observe and comment on field activities; review and comment on documents or reports required to be submitted to the MDEQ under this Agreement; collect and evaluate samples; purchase equipment and supplies to perform monitoring activities; attend and participate in meetings; prepare cost reimbursement documentation; and perform response activities pursuant to Paragraph 13.3 of this Agreement.

2.14 Unless otherwise stated herein, all other terms used in this Agreement, which are defined in Part 3, Definitions, of the NREPA; or Part 201, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA.

III. IMPLEMENTATION

3.1 The City of Howell agrees to implement and comply with the terms of the NFA Report, including the Postclosure Plan and this Agreement. As approved, each component of the NFA Report shall be deemed incorporated into this Agreement and made an enforceable part of this Agreement. The scope of the remedial action detailed in the NFA Report consists of;

- (a) Maintenance of exposure barriers (fence around Mound Site)
- (b) Establishment of land use and resource use restrictions
- (c) Groundwater and methane gas monitoring for natural attenuation
- (d) Maintenance of erosion of the Side Slopes of the Mound Site
- (e) Establishment of Due Care Requirements for the Mound Site area and the Area outside of the Restricted Mound Site that is to be redeveloped

3.2 The City of Howell certifies, to the best of their knowledge, the remedial action completed at the Former Lucy Road Landfill Facility satisfy site-specific cleanup

criteria established under Part 201, and all other requirements of Part 201 that are applicable to the remedial action. The specific performance objectives for the remedial action at the Facility are as follows:

(a) Prevent the unacceptable exposure to hazardous substances in the groundwater as a result of the use of the groundwater for drinking water.

(b) Prevent the unacceptable exposure to hazardous substances in the groundwater as a result of direct contact with the groundwater.

(c) Prevent the unacceptable exposure to hazardous substances in the soil as a result of direct contact with the soil.

(d) Prevent the unacceptable exposure to hazardous substances in the groundwater as the result of those hazardous substances venting to surface water.

(e) Prevent unacceptable exposure to hazardous substances in the groundwater as a result of volatilization of those hazardous substances into indoor air.

(f) Prevent unacceptable exposure to hazardous substances in the soil as a result of volatilization of those hazardous substances into indoor air.

(g) Prevent unacceptable exposure to hazardous substances in the soil as a result of the inhalation of those hazardous substances being emitted and dispersed in ambient air.

(h) Prevent unacceptable exposure to hazardous substances in the soil as result of the direct transport of those substances to surface water due to erosion, runoff, or other similar means.

(i) Prevent the migration and accumulation of methane in structures above applicable Part 201 cleanup criteria.

(j) Assure continued compliance with the Postclosure Plan.

(k) Assure continued compliance with the site Restrictive Covenants and Due Care Requirements.

(l) Assure the effectiveness and integrity of any exposure control mechanisms employed by the approved NFA Report.

(m) Maintain financial assurance in an amount sufficient to cover Long-Term Remedial Action Costs at the Facility for a thirty (30) year period.

(n) Assure that the continued use of the Property is consistent with the land and resource uses allowed in the Restrictive Covenants or the Institutional Control.

(o) Comply with applicable notice requirements pursuant to this Agreement and the Due Care Plan.

3.3 The following describes the general response activities to be performed for monitoring, operation and maintenance, and oversight at the Facility. These response activities are more specifically described in Attachment C.

(a) Perform Monitoring Plan as noted in Post Closure Plan.

(b) Assure the compliance with the Due Care Requirements

(c) Inspect and maintain integrity of direct restrictive fencing around the Mound Site.

3.4 Within sixty (60) days after of the first anniversary of this Agreement and within sixty (60) days after each anniversary thereafter, the City of Howell shall provide an annual report to the MDEQ project coordinator describing the implementation of the response activities, including, but not limited to, operation and maintenance, monitoring activities, and any other response activities that have been undertaken by the City of Howell at the Facility for the prior year. The report shall include an assessment and documentation of the integrity of all exposure control mechanisms on which the remedial action is dependent (e.g., barriers, permanent markers); and compliance with land or resource use restrictions, including Institutional Controls.

3.5 Approval of the NFA Report shall not be construed to mean that the MDEQ concurs with all conclusions, methods, or statements in the NFA Report or warrants that the NFA Report comports with law.

3.6 The City of Howell attests that all wells and other response activity related devices that were installed as part of the response activities at or related to the Facility

that will not be used in the long-term operation or monitoring of the remedial action provided in the NFA Report have been properly plugged and abandoned or removed.

3.7 The City of Howell shall notify the MDEQ within forty-eight (48) hours of implementing any contingency plan provided in the NFA Report.

3.8 The City of Howell shall submit a plan for MDEQ approval for additional response activities within sixty (60) days of discovery, if:

- (a) Monitoring demonstrates additional response activities are necessary to address potential exposure to the environmental contamination;
- (b) The remedial action that was the basis for the NFA Report fails to meet the performance objectives identified in the NFA Report; or
- (c) Any modifications are needed to assure the continued effectiveness and integrity of the remedial action.

3.9 If additional response activities are implemented in accordance with Paragraph 3.8 of this Agreement, the City of Howell shall submit an amended NFA Report, including revised attachments, if applicable, for MDEQ approval within sixty (60) days of completing those additional response activities.

3.10 The City of Howell may submit an amended NFA Report at any time. The amended NFA Report shall include the proposed change(s) to the original NFA Report including revised attachments, if applicable, and an accompanying rationale for the proposed change(s). The process for review and approval set forth in Section 20114d, of the NREPA, shall be used for review and approval of an amended NFA Report.

3.11 This Agreement and the remedial action may only be modified through an amended NFA Report.

IV. LAND USE OR RESOURCE USE RESTRICTIONS

Restrictive Covenant

4.1 The City of Howell attests that Restrictive Covenants for the Mound Site and the Development Parcel, as provided in the Postclosure Plan were recorded with the Register of Deeds for Livingston County in accordance with Section 20114c(3), of the NREPA, and is in Attachment B. The Restrictive Covenants include:

(a) For the Development Parcel - The Declaration of Restrictive Covenant requires that all activities undertaken on the Development Parcel be consistent with the Remedy which included the removing of contaminants, limiting access to; impacted soils, ground water refuse and maintaining the oversight and monitoring program. The Owner cannot allow the installation of groundwater wells for public consumption on the Parcel. Any activities on the Property must be of a commercial or industrial nature. The Owner shall prohibit activities on the Property which would interfere with the continuing operation maintenance activities which includes the protection of groundwater wells on gas probes. The Restrictive Covenant also directs that the Owner of the Development Parcel must evaluate potential risk for volatilization to indoor air when constructing any buildings.

(b) For the Mound Site - The Declaration of Restrictive Covenant requires that the Owner maintain a fence as a barrier to the Mound Site. The Mound Site will be monitored and inspected for maintenance of the vegetation and cap features over the Mound Site and respond in the event of any erosion. The Owner must also continue a program of monitoring and oversight which include the testing of groundwater wells and methane gas probes. The Declaration of Restrictive Covenant for the Mound Site also requires that the Owner never develop this parcel without MDEQ approval.

4.2 Pursuant to Section 20114c(5), of the NREPA, the City of Howell attests notice of the land use restrictions required by the remedial action was provided to the

zoning authority for the City of Howell within thirty (30) days after recording the land use or resource use restrictions with the Register of Deeds. A copy of the notice provided to the local zoning authority is provided in the NFA Report.

4.3 The City of Howell acknowledges that the land or resource use restrictions that apply to the Property or any real property owned by the City of Howell that comprises the Facility must be disclosed to the transferee prior to a transfer of an interest in that property. Language

Institutional Control

4.4 The MDEQ agrees that the City of Howell's Postclosure Plan, as provided in Attachment B, may rely upon Section 401, General Water Supply Requirements, of the Livingston County Sanitary Code; the Water Supply Permit Guidelines of the Livingston County Department of Public Health; and the two letters from the Livingston County Department of Public Health to the City of Howell dated January 13, 2012, and September 14, 2012, (collectively, Institutional Control) as an alternate mechanism for restricting exposures to hazardous substances. A copy of the Institutional Control and a graphical depiction of the well restricted area addressed by the Institutional Control are attached in Attachment B.

4.5 Within sixty (60) days after the first anniversary of this Agreement and within sixty (60) days after each anniversary thereafter, the City of Howell shall contact the Livingston County Department of Public Health to determine if any new well permits were issued within the well restricted area, if there are any violations of the Institutional Control that are not being enforced within the well restricted area, and if any modifications were made to the Institutional Control that may affect its ability to serve as a reliable mechanism for restricting exposures to hazardous substances at the Facility. The information obtained from the Livingston County Department of Public Health shall be provided in the annual report submitted to the MDEQ project coordinator pursuant to paragraph 3.4.

4.6 If Livingston County or the Livingston County Department of Public Health modify any element of the Institutional Control, or the Institutional Control is revoked or

allowed to lapse, the City of Howell may become liable for additional response activities necessary to satisfy performance objectives of Paragraph 3.2.

MDOT Notice

4.7 [Intentionally left blank]

Notice of Aesthetic Impact

4.8 [Intentionally left blank]

4.9 [Intentionally left blank]

V. FINANCIAL ASSURANCE

The City of Howell acknowledges that as part of the NFA Report, the City of Howell has a continuing obligation to continue implementation of the remedial action in accordance with the NFA Report and this Agreement and to make available adequate funds to meet this obligation.

VI. PERMANENT MARKERS

6.1 The MDEQ has waived the requirement for permanent markers at the Facility.

VII. VENTING GROUNDWATER DISCHARGE AUTHORIZATION

7.1 [Intentionally left blank]

VIII. NOTICE OF FACILITY CONDITIONS

8.1 The City of Howell attests that it has complied with the provisions of Rule 299.51013(6), of the Part 201 Administrative Rules, that may require written notice to easement holders of record, utility franchise holders of record, owners or operators of public utilities that serve the Property, and owners or lessees of severed subsurface mineral rights or subsurface formations of environmental conditions at the Property.

8.2 The City of Howell acknowledges that, prior to transferring an interest in any real property owned by the City of Howell that comprises the Facility, the transferee must be informed the real property is a facility and the general nature and extent of the release shall be disclosed pursuant to Section 20116(1), of the NREPA.

8.3 The City of Howell attests that if hazardous substances in excess of cleanup criteria for unrestricted residential use, other than exceedance of the aesthetic criteria for iron and manganese, has migrated from the Property onto or beneath another person's property, the City of Howell has notified all affected property owners of the presence of the contamination pursuant to Section 20114(1)(b)(ii), of the NREPA.

8.4 The City of Howell attests that if hazardous substances in excess of cleanup criteria for unrestricted residential use has migrated from the Property onto or beneath another person's property, the City of Howell has notified all affected adjacent property owners of the presence of the contamination pursuant to Rule 299.51017(1), of the of the Part 201 Administrative Rules.

IX. COMPLIANCE WITH STATE AND FEDERAL LAWS

9.1 All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations, including, but not limited to, Part 201 and laws relating to occupational safety and health. Other agencies may also be called upon to review the performance of response activities under this Agreement.

9.2 Nothing in this Agreement shall be construed as releasing the City of Howell from its obligation to obtain and maintain compliance with any permit or authorization required under state or federal laws.

X. COMMUNICATIONS AND NOTICES

Whenever, under the terms of this Agreement, notice is required to be given or a report, sampling data, analysis, or other document is required to be provided by one party to the other, such correspondence shall be directed to the following individuals at the addresses specified below or to such other individuals or at such other address as may subsequently be designated in writing:

As to MDEQ:

Rebecca Taylor
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
Telephone: (517) 335-6247
Fax: (517) 241-3571

As to City of Howell:

Reid S. Charles II
City Manager
City of Howell
611 East Grand River
Howell, Michigan 48843
Telephone: (517) 546-3861

Via Courier

Constitution Hall, 4th Floor, North Tower
525 West Allegan Street
Lansing, Michigan 48933

As to MDEQ for submittals required under V (Financial Assurance), and

XII (Reimbursement of Costs):

Chief, Compliance and Enforcement Section
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926
Telephone: 517 373-7818
Fax: 517 241-9581

Via Courier

Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, Michigan 48933

XI. ACCESS TO PROPERTY AND RECORDS

11.1 Upon the Effective Date of this Agreement, the MDEQ and its authorized employees and representatives shall, to the extent the Facility is owned, controlled or available to the City of Howell, have an irrevocable right-of-access at all reasonable times to the Facility for the purpose of determining and monitoring compliance with the NFA Report, including the right to take samples, inspect the operation of remedial action measures, and inspect records related to the NFA Report.

11.2 Pursuant to Section 20114(d)(6), of the NREPA, the City of Howell shall maintain all documents and data prepared, acquired, or relied upon in connection with the NFA Report for at least ten (10) years after the later of the date on which the MDEQ approved the NFA Report; or the date on which no further monitoring, operation, or maintenance is required to be undertaken as part of the remedial action covered by the NFA Report. All documents and data required to be maintained under this provision shall be made available to the MDEQ upon request.

11.3 This Agreement does not restrict or limit any legal right that the MDEQ may have to enter the Facility or other properties to which access may be required for the protection of the public health, welfare, safety, or the environment pursuant to specific statutory or regulatory authority. Consistent with the MDEQ's responsibilities under federal or state law, the MDEQ and its authorized representatives shall use their best efforts to minimize interference and whenever possible employ efforts that are the least intrusive to the operations and commercial activities on the Property. "Best efforts" shall not require the MDEQ to incur any material cost increases in carrying out its responsibilities to protect the public health, safety, or welfare, or the environment.

XII. REIMBURSEMENT OF COSTS

12.1 Following the first anniversary of the Effective Date of this Agreement, the MDEQ will provide the City of Howell with a summary report (Summary Report) that identifies all Response Activity Costs incurred through the dates specified in the Summary Report. Thereafter, the MDEQ will periodically provide the City of Howell subsequent Summary Reports that set forth all Response Activity Costs incurred from the dates specified in the previous Summary Report through the dates specified in the current Summary Report. The City of Howell shall pay the Response Activity Costs within thirty (30) days of receipt of each Summary Report.

12.2 The City of Howell shall have the right to request a full and complete accounting of all Response Activity Costs identified in the Summary Report, including timesheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to the MDEQ. The MDEQ's provision of these documents to the City of Howell may result in the MDEQ incurring additional Response Activity Costs, which will be included in the Summary Report for payment of Response Activity Costs.

XIII. REMEDIES FOR BREACH OF AGREEMENT

13.1 The City of Howell and the MDEQ recognize and agree that this Agreement is a legally enforceable contract as required by Section 20114d, of the NREPA, and may be enforced in a court of competent jurisdiction. For that purpose, the City of Howell consents to the jurisdiction of the Ingham County Circuit Court in any action by the State of Michigan to enforce this Agreement. The City of Howell also recognizes and understands that the MDEQ's remedies if the City of Howell breaches the terms and conditions of this Agreement may include other statutory or common law remedies subject to the rights or defenses available to the City of Howell under applicable law.

13.2 The MDEQ has approved the NFA Report, and if any of the provisions lapse or are not complied with as provided in this Agreement or the NFA Report, the City of Howell may become liable for additional response activities necessary to satisfy performance objectives of the Agreement.

13.3 If the City of Howell fails to correct the lapse or noncompliance under Paragraph 13.2 within thirty (30) days of written notification by the MDEQ of the lapse or if the City of Howell fails at any time to adequately implement the remedial action in accordance with the NFA Report and this Agreement, the MDEQ may implement those response activities that the City of Howell has failed to perform. Costs which the MDEQ lawfully incurs in the performance of response activities shall be reimbursed by the City of Howell pursuant to Section XII (Reimbursement of Costs).

XIV. COVENANT NOT TO SUE THE MDEQ / INDEMNIFICATION

14.1 The City of Howell hereby covenants not to sue or to take any civil, judicial, or administrative action against the MDEQ or their authorized representatives, for any claims arising from or connected with the MDEQ's approval or the City of Howell implementation of the remedial action in the NFA Report or this Agreement.

XV. RESERVATION OF RIGHTS

15.1 The MDEQ reserves all rights to take administrative action or to file a new action pursuant to any applicable authority against the City of Howell with respect to the following:

- (a) A subsequent release not addressed in the NFA Report if the City of Howell is liable for that release.
- (b) Environmental contamination that is not addressed in the NFA Report and for which the City of Howell is liable.
- (c) The City of Howell's failure to perform additional response activities when monitoring demonstrates such additional response activities are necessary to assure the effectiveness and integrity of the remedial action and address potential exposure to contamination in excess of the levels relied on in the NFA Report
- (d) The City of Howell's failure to perform additional response activities when the remedial action that is identified in the NFA Report fail to satisfy the performance objectives of the NFA Report and Part 201.

15.2 The parties reserve all rights available to them pursuant to Part 201 or any other legal authority.

15.3 Nothing in this Agreement shall affect the duties and obligations the City of Howell may have with respect to permits or other governmental approvals or waive the City of Howell's duties and obligations under any applicable federal or state laws, including Part 201.

15.4 Nothing in this Agreement shall be construed as a release or covenant not to sue by the MDEQ for the benefit of any other person not a party to this Agreement.

15.5 Nothing in this Agreement shall limit the power and authority of the MDEQ or the State of Michigan to direct or order all appropriate action to: protect the public health, safety, or welfare, or the environment; prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility; or to address a lapse or violation under the NFA Report or this Agreement.

XVI. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Michigan. All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of Part 201 and any other applicable laws.

XVII. SEVERABILITY

The provisions of this Agreement are severable. If any provision is declared by a court of competent jurisdiction to be inconsistent with federal or state law and, therefore, unenforceable, the other provisions of this Agreement shall remain in effect, unless such severance causes this Agreement to fail in its essential intents and purposes, in which case, this Agreement shall become null and void.

XVIII. SEPARATE DOCUMENTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

In the Matter of:
MDEQ Reference No. PCA-RRD-12-002

IT IS SO AGREED:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Anne Couture, Acting Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

Date

[CITY OF HOWELL's Full Name in capital letters]

[Name of Authorized Representative of CITY OF HOWELL]
[Title]

Date

List of Attachments

Attachment A – Legal Description of Property

Attachment B – Postclosure Plan

Attachment C – Monitoring, Operation and Maintenance, and Oversight

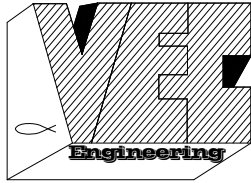


EXHIBIT J

POST CLOSURE PLAN FORMER LUCY ROAD LANDFILL HOWELL, MICHIGAN Updated 11/20/2012, 11/26/2012

1.0 INTRODUCTION

This document provides the post closure requirements for the former Lucy Road Landfill Site (Facility) in Howell, Michigan. The site consists of approximately 57 acres and is located in Section 6 of the City of Howell, T.2N, R.5E in Livingston County, Michigan. The site is characterized by two distinct areas, being the main mound area of the former landfill “Mound Site”, (Approximately 13 Acres) and the remainder of the property areas outside of the main mound, “Development Parcel” (Approximately 44 Acres). Figures 1 and 2, of the NFA Report, provide a site location and site plan respectively. A site plan is included with this post closure plan as Figure 1. The site is currently zoned as I2 General Industrial and a zoning map for the area is attached to this plan as Figure 2.

2.0 POST CLOSURE PLAN DETAILS

This post closure plan was developed as required for a No Further Action Report, Section 324.20114d of Part 201 regulations. A Post Closure Plan and Agreement are required for sites that were not remediated to meet generic residential exposure criteria. In addition, post closure monitoring is necessary to meet the requirements for a closed landfill and to assess potential offsite migration of impacted groundwater as required by the Michigan Department of Environmental Quality (MDEQ) regulations. This post closure plan summarizes the due care requirements for the site, restrictive covenants, institutional controls, monitoring requirements and financial assurance by reference. These documents comprise the necessary measures for a post closure plan to provide protection of exposure to the public. The post closure agreement includes all aspects of this plan and is included with the NFA submittal.

3.0 COMPLETED REMEDIAL ACTION

Remedial actions were undertaken to protect the public from exposure to hazardous compounds related to the facility. All direct soil contact issues for soils above groundwater elevations have been properly disposed of offsite or placed within the fenced mound site during the IRM work and have been mitigated. There are no groundwater contact issues, there are no known liquid phase issues and there are no known fire or explosion issues, related to methane gas in areas outside of the fenced/restricted Mound Site.

VEC Engineering PLLC

1225 W. Parks Rd.
St. Johns, MI 48876

Phone/Fax (989) 292-4245

Details of these activities are presented in the Interim Remedial Measures (IRM) Report by VEC Engineering PLLC, Dated March 23, 2010. No further remedial action is proposed or necessary at the site.

4.0 ASSESSMENT OF POTENTIAL SOURCE AREAS AND ASSOCIATED RISKS

An EM survey was conducted in 1992 by Braithewaite Associates and reported several anomalies across the site. An anomaly was noted north of the Mound Site and appears to be in an area remediated as part of the IRM work, though very limited amounts of metal were noted in the excavation. A second anomaly was noted to the south of the Mound Site and was described as a potential groundwater plume and/or possibly related to buried metal. This area has been covered with stockpiled soils and numerous monitoring wells are located in the area. The due care requirements and restrictive covenants associated with this area provide sufficient protective measures. No further exploration or remedial actions are necessary for this area. Should groundwater monitoring data in the future demonstrate that this area may be of concern further actions will be proposed as noted in this document.

The EM anomaly noted in the southeast area of the site may have been related to some tar drums that were remediated as part of the IRM work. Confirmation sampling from this excavation noted impacts below groundwater elevations, but upon resampling in these areas, soils above groundwater did not show exceedances of MDEQ criteria. Impacts below the groundwater elevation will be monitored through groundwater sampling that is part of this post closure plan for the site. Furthermore, the KMW-1 series located adjacent to this excavation has shown no exceedances of MDEQ criteria historically or since the IRM work was conducted, with the exception of iron and manganese and apparent anomalous results from the 2nd quarter 2012 sampling event. These apparent anomalies concern cadmium (7.8 ppb), lead (270 ppb) and zinc. Cadmium is only included in the 2nd quarter analysis and has not been detected with the exception of two very low detects of 0.25 and 0.1 ppb from the 1st quarter 2008 and the 2nd quarter 2009. Cadmium historically has not been detected in the monitoring wells with few exceptions and no other detections were noted to exceed MDEQ criteria. Lead has only been detected once since 2009 below MDEQ criteria. This recent detection of 270 ppb is an anomaly related to laboratory error. Historic detections of zinc (120 to 1600 ppb) have not exceeded MDEQ criteria and are believed to be related to the well being constructed with galvanized steel. As with the lead exceedance we believe that the zinc exceedance (26,000 ppb) is an anomaly and related to laboratory error. The institutional controls provide protection of the public from these drinking water exceedances. The due care requirements and restrictive covenants associated with this area provide adequate protective measures should disturbance of the area be proposed in the future. Such requirements include soil sampling and analysis and an assessment for volatile gases if a structure is proposed. Details are noted in the Due Care Plan for the Development Site, Exhibit G of the NFA.

No further exploration or remedial actions are proposed for this area and due to its proximity to the wetland area, we do not anticipate development in this area other than possible paving.

No compounds have exceeded volatilization criteria in groundwater samples obtained from the on or offsite monitoring wells. Methane concentrations associated with the former landfill have exceeded Flammability and Exclusivity Screening Level (FESL) criteria in the southwest area of the site only. Groundwater in this area flows to the south/southwest and is monitored currently by several well clusters. Further discussion is provided below.

The due care requirements and restrictive covenants associated with the site, as well as the monitoring program, provide adequate protection from exposure of the public and workers. Specifically section 4.0 of the Due Care Plans list the requirements of each parcel

Methane gas is monitored by gas probes located around the entire mound area and provides adequate protection for the site and the 386 Lucy Road residence across the street. The due care requirements and restrictive covenants associated with the site as well as the monitoring program, provide adequate protection from exposure of the public and workers.

In addition, the recorded Restrictive Covenants provide adequate inspection of areas to be redeveloped at the properties. Further discussion is provided below.

Currently no monitoring wells are proposed for abandonment as the known wells are used for sampling or groundwater elevations. Once post closure monitoring is complete and approved by the MDEQ, all of the monitoring wells both on and offsite will be abandoned in accordance with the State of Michigan standards within 6 months of the approval.

5.0 DUE CARE REQUIREMENTS

Due care requirements have been developed for the facility to address the two distinct areas of the site the Mound Site and the Development Parcel. The Mound Site, as shown on Figure 2 of the NFA report, has been established as a restricted access area and may not be developed at this time. The Mound Site includes the entire fenced area, including a 10 foot buffer outside of the fence and all areas between the Main Mound and Lucy Road. The City of Howell will be responsible for the due care requirements for the Mound Site. The due care requirements for the development parcel, as well as the monitoring plan and restrictive covenants will be provided to the buyer of the development.

The areas outside of the restricted Mound Site are available for redevelopment and public access as long as precautions as noted in the “Development Parcel Due Care Requirements” document are adhered to. The Mound Site is addressed by the “Mound Site Due Care Requirements”. These documents provide for monitoring and maintenance for the two distinct areas. In addition they provide guidance for the protection of any public, site workers and construction workers that may enter the site. These include by reference the restrictive covenants to prevent the installation of drinking water wells at the site. Copies of the Due Care Requirements for the two distinct areas are included in Exhibit G of the NFA report and copies of the Restrictive Covenants are included in Exhibit F of the NFA report.

6.0 INSTITUTIONAL CONTROLS

As noted in the NFA local, City, and County Regulations, control the installation of drinking water wells. These institutional controls prevent the installation of water wells in areas that could potentially be affected by groundwater migrating offsite. Copies of these documents are included in Exhibit H of the NFA report. This post closure plan relies on all of the institutional controls listed in Exhibit H to address exposure to groundwater from offsite wells.

7.0 MONITORING AND MAINTENANCE PLAN

The site Monitoring and Maintenance Plan is included as Exhibit K of the NFA report and provides terms and methods for groundwater and methane gas monitoring and for inspection and maintenance of the Mound Site. This document also provides for changes to the monitoring and maintenance plan as would become necessary if monitoring data exceeds the noted criteria or if methane gas appears to be migrating offsite. These changes or contingencies and actionable triggers are discussed below and also incorporated into the Post Closure Agreement. The monitoring plan, post closure plan and post closure agreement may be modified as allowed by the data and the approval of the MDEQ.

Maintenance at the site is primarily focused on the Mound Site to assure the integrity of the soil cover over the former landfill area and the perimeter fence that restricts access to the hazards of the present in the Mound Site. Figure 1 provides the locations of the perimeter fence for the Mound Site, all monitoring wells, methane gas vents and probes.

Details regarding the continuing monitoring program and maintenance are set forth in the Monitoring and Maintenance Plan. Reports of the monitoring events and results shall be submitted to the MDEQ following each groundwater sampling event. At the completion of groundwater monitoring, all monitoring wells, gas probes and methane gas vents will be properly abandoned in accordance with Local, State and Federal laws and guidance. Monitoring well abandonment will occur within 6 months of completion of groundwater monitoring. Wells may be abandoned sooner if they will no longer be used for monitoring purposes and with the approval of the MDEQ.

8.0 MONITORING DATA ASSESSMENT AND CONTINGENCIES

81. Groundwater

The analytical data obtained from groundwater sampling events shall be tabulated and compared to the previous five years results to assess natural attenuation and offsite migration. The primary area of concern related to groundwater monitoring is the southwest area of the site where exceedances of Groundwater Surface Water Interface (GSI) criteria occurs. Currently offsite migration is monitored by the AMW-1R and BMW-28 monitoring well clusters to the south and the BMW-32 monitoring well cluster to the west. The VEC-4 monitoring well series that will include a shallow, intermediate and deep monitoring well will be installed to the southwest of the BMW-28 well cluster to assess the limits of methane in groundwater. Future groundwater monitoring will include the AMW-1R, BMW-28R, VEC-4 and BMW-32 monitoring well clusters and the WMW-13B, VEC-5S and BMW-19S monitoring wells. These wells will be sampled in accordance with Low-Flow sampling methods and the samples will be analyzed for the compound shown in Table 1. In addition the samples from the BMW-32 well cluster and VEC-5S will be analyzed for the additional drinking water quality standards noted in Table 1.

All areas surrounding the site are prohibited from installing groundwater wells and no wells exist within the immediate down gradient areas of flow off the site with the possible exception of the 386 Lucy Road Residence, which was monitored by the Livingston County Health Department through 2011. The 386 Lucy Road Residence will be monitored as part of this plan and the NFA. We understand that the residence is currently unoccupied and will notify the MDEQ if the residence is occupied in the future to discuss potential monitoring of the onsite well. Sampling of the well at the residence will be dependent on the results of monitoring of the BMW-32 well cluster and VEC-5S.

There is an existing Marion, Howell, Ocoola and Genoa Townships (MHOG) water main that is located along the west side of Lucy Road that the residence can be hooked up to but the current owner has refused to date. Monitoring of the BMW-32 well cluster and VEC-5S is used to assess potential risk associated with the residence and only aesthetic criteria exceedances have been noted in these monitoring wells. Should exceedances of drinking water criteria, for compounds other than iron and manganese, be noted in the BMW-32 well cluster or VEC-5S, the exceedances will be confirmed. If the exceedances are consistent further actions will be discussed with the MDEQ and the owner of the residence as possible.

If the MDOT sump stops pumping for more than 48 hours the City will advise the MDEQ and discuss the need for sampling. VEC will also obtain groundwater elevations from the VEC-2, VEC-3, WMW-15, WMW-17 and BMW-33 monitoring well cluster and assess groundwater flow.

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If groundwater flow does not show the MDOT sump capturing the groundwater as noted above, sampling will be conducted. The samples will be analyzed for the parameters noted in Table 1.

All other monitoring wells to the north, east and south east of the main mound will be abandoned. This includes offsite monitoring wells installed for assessment of the site.

8.2 Wetlands to the South/Southwest

Groundwater in the southwest portion of the site flows to the south to the adjacent wetlands. Currently only vinyl chloride and ammonia exceed GSI criteria in applicable wells (AMW-1R-S and BMW-28R-S). Recent WET testing from each of these wells has shown the groundwater to not be acutely toxic to aquatic life, a copy of the results is attached. Should the concentrations of vinyl chloride or ammonia double (vinyl chloride – above 300 ppb and ammonia above – 5 ppm) from current concentrations, resampling will be completed within one week of notification and if confirmed additional WET testing will be conducted as necessary within three weeks of the confirmation.

In addition, if other compounds or total dissolved solids are found to consistently exceed GSI criteria (Three consecutive samples) in the shallow wells noted above, additional WET testing will be conducted within three weeks of notification.

Should additional WET testing show exceedances, for acute toxicity exceedances an assessment of potential further actions will be prepared for review and approval by the MDEQ, within 4 weeks of the notification.

8.3 FESL Exceedances in Groundwater

Groundwater in the southwest portion of the site at the BMW-28 and AMW-1R monitoring well clusters is the only area that shows exceedances of FESL criteria for methane. Exceedances for methane have been noted in the shallow and deep wells at both locations (though BMW-28D has only been sampled twice).

Water supply wells would be the only potential receptor for the deep well areas but current institutional controls prohibit the installation of water wells in areas, which could reasonably be affected by the dissolved methane.

In order to assess the likely limits of the exceedances, a monitoring well cluster (VEC-4) will be installed in the right-of-way of Lucy Road to the west/southwest of the BMW-28 well cluster as part of this plan. The new wells will be placed on the west side of Lucy Road within the right-of-way in a reasonably accessible area west of the BMW-28 series. The proposed new well locations are generally shown on Figure 1 of this plan. The wells will be installed within one month of the approval of the NFA. The BMW-32 well cluster shows that migration to the west is not occurring and can be used for monitoring purposes.

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Following the installation the AMW-1R, BMW-28 and the NEW VEC-4 well clusters will be sampled. A summary of our findings will be provided along with supplemental contingencies as may be necessary, similar to those noted below.

The shallow exceedances for methane are venting to the wetlands and WET testing has shown that this venting does not create an acute toxicity issues. The nature of the area being a wetland and swamp prohibits development in this area where methane vapors could concentrate within a structure and pose a risk. Should concentrations of methane in the groundwater from BMW-32 well cluster exceed FESL criteria, verification sampling will be conducted and VEC will attempt to sample the 386 Lucy Road well and perform methane gas testing in the basement of the residence. An assessment of data and any necessary further actions will be presented to the MDEQ for approval.

In the event methane gas is detected in the basement or in water samples from the residence well above the FESL, mitigation measures, as allowed by the resident, will be taken to protect the resident and the structure.

8.4 Methane Gas

Monitoring of methane gas currently shows no offsite migration. Should methane gas be detected in the gas probes GP-11 through GP-14 to the west and southwest of the Mound Site resampling will be conducted to verify its presence.

If detected, monthly sampling would be conducted. Should concentrations exceeding MDEQ screening levels be encountered in probes GP-11 through GP-14, an assessment of options to reduce these concentrations would be provided to the MDEQ for review and approval. Should concentrations exceeding the Lower Explosive Limit (LEL) be encountered in gas probes GP-11 through GP-14, the reading will be confirmed and immediate actions will be taken to assess the 386 Lucy Road residence. Should concentrations of methane gas in gas probes GP-1 through GP-10 consistently show increases of 50% or more from current and historic concentrations, assessment of methods to reduce such increases would be conducted and submitted to the MDEQ for approval.

9.0 FINANCIAL ASSURANCE

The City recognizes that there is an obligation and a commitment to comply with all post closure obligations and the continuing sampling program set forth in the Post Closure Plan. The City has provided the commitment to MDEQ that post closure conditions will be maintained as set forth in the NFA and maintain the integrity of the remedial actions undertaken. Given the approval by the City Council, copy attached, and the City's long history of site remediation, this should be more than enough to satisfy the MDEQ that there has been a sufficient demonstration of financial commitment and assurance.

This demonstration of financial assurance by the City of Howell is not to be construed as the sole source of funding. The City has a commitment with M.A.HANNA PLASTIC GROUP to continue to share the cost of completing the remaining 24 years of oversight and maintenance.

10.0 ACCESS BY MDEQ PERSONNEL

The MDEQ shall have the right to enter the property to assess the compliance with this post closure plan. The MDEQ shall have the right to obtain soil or groundwater samples to assess monitoring and compliance with the Post Closure Plan. Such site visit shall be conducted during regular business hours and the City shall be notified prior to the department personnel entering the site. A copy of all inspection reports prepared by the department personnel shall be forwarded to the City of Howell and VEC Engineering PLLC.

11.0 SUBMITTAL OF REPORTS

An annual report shall be submitted to the MDEQ for the duration of the Post Closure Agreement (PCA). The annual report shall include groundwater elevations, summary of analytical results (cumulative for 5 years), methane gas and groundwater sampling documentation, recommendations to change the PCA as applicable and any response activities undertaken under the contingency plans.

TABLE 1
 LIST OF MONITORING WELLS TO BE SAMPLED AND PROPOSED GROUNDWATER ANALYSIS PARAMETERS
 SEMI-ANNUAL SAMPLING PROGRAM TO BE INITIATED IN THE SPRING OF 2013
 FORMER LUCY ROAD LANDFILL
 REVISED POST CLOSURE PLAN
 UPDATED NOVEMBER 2012

Groundwater Flow and Contingency Wells:

<i>Well</i>	<i>Type</i>
VEC-2S	S
VEC-2I	I
VEC-2D	D
VEC-3S	S
VEC-3I	I
VEC-3D	D
WMW-15A	S
WMW-15B	D
WMW-17A	S
WMW-17B	D
BMW-33S	S
BMW-33I	I
BMW-33D	D

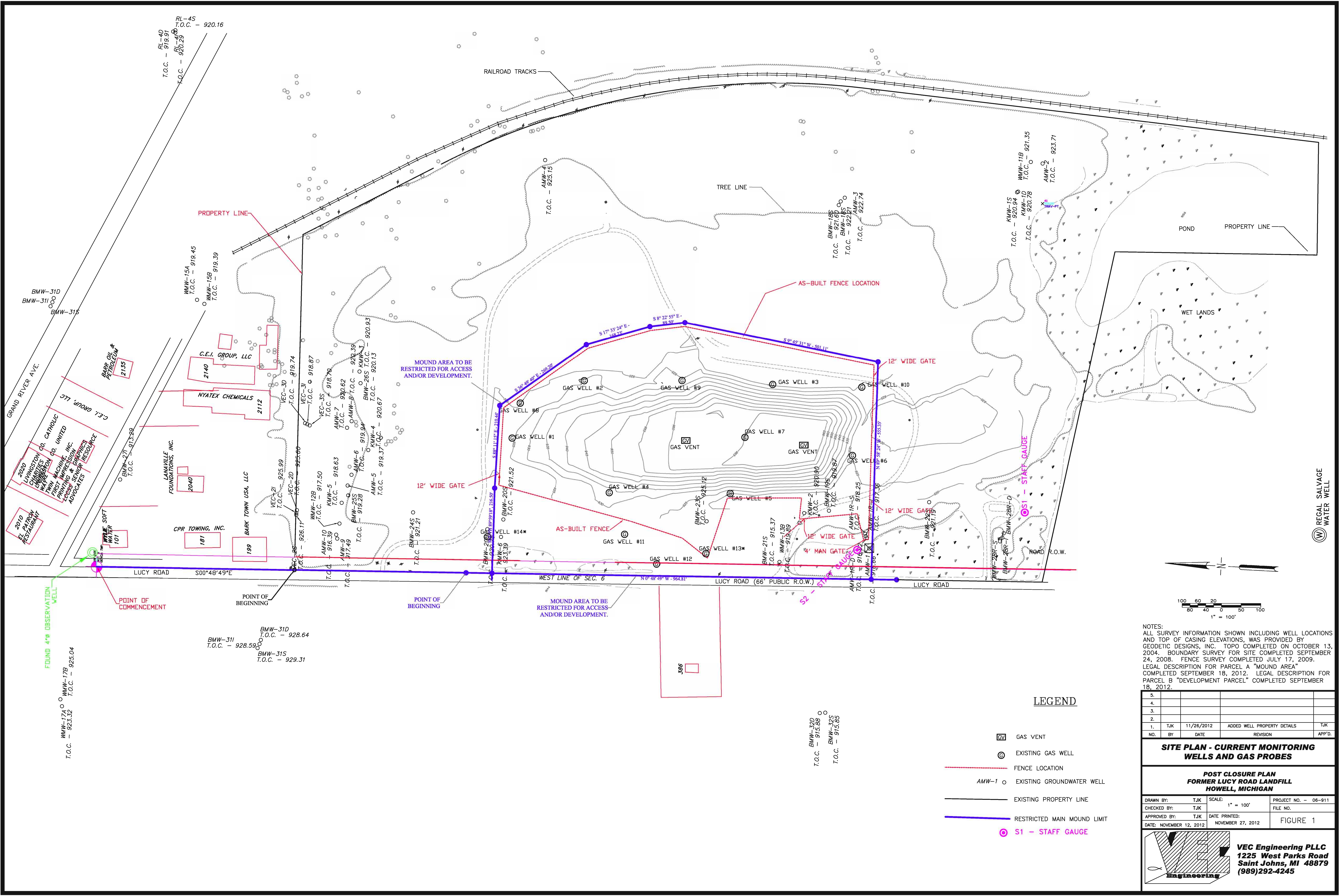
Wells to be Monitored

<i>Well</i>	<i>Type</i>	<i>2nd Quarter</i>	<i>4th Quarter</i>
AMW-1S	S	X	X
AMW-1R-S	S	X	X
AMW-1R-I	I	X	X
AMW-1R-D	D	X	X
BMW-19S	S	X	X
BMW-23S*	S	X	X
BMW-28R-S	S	X	X
BMW-28R-I	S	X	X
BMW-28R-D	S	X	X
VEC - 4S	S	X	X
VEC - 4I	I	X	X
VEC - 4D	D	X	X
VEC-5S	S	X	X
BMW-32S*	S	X	X
BMW-32D*	D	X	X
WMW-13B	D	X	X

Category	Costituents	Analytical	2nd Quarter	4th Quarter
VOC'S	8260B Scan	Method 8260B	X	X
	Tetrahydrofuran	Method 8260B	X	X
	DiethylEther	Method 8260B	X	X
	Methane	Method RSK-175	X	X
Inorganics	Ammonia	Method 350.1	X	X
	TDS	Method 300.0	X	X
	Total Kjeldahl Nitroger	Method 351.2	X	X
Metals	Antimony	Method 6010C	X	X
	Arsenic	Method 6010C	X	X
	Cadmium	Method 6010C	X	X
	Lead	Method 6020	X	X
	Mercury	Method 7470A	X	X
	Nickel	Method 6010C	X	X
	Selenium	Method 6010C	X	X
	Silver	Method 6010C	X	X
	Vanadium	Method 6010C	X	X

* - Denotes Wells to include analysis chloride, phophorous, Al, Cr, Fe, Mn Hg, Pt, Na and Zn.

All sampling conducted in accordance with MDEQ low flow sampling methods as described in DEQ Operational Memorandum #2 – Attachment 5, dated October 2004.



- LEGEND**
- GV GAS VENT
 - ⊙ EXISTING GAS WELL
 - FENCE LOCATION
 - AMW-1 EXISTING GROUNDWATER WELL
 - EXISTING PROPERTY LINE
 - RESTRICTED MAIN MOUND LIMIT
 - ⊙ S1 - PINK GAUGE

NOTES:
 ALL SURVEY INFORMATION SHOWN INCLUDING WELL LOCATIONS AND TOP OF CASING ELEVATIONS, WAS PROVIDED BY GEODETIC DESIGNS, INC. TOPO COMPLETED ON OCTOBER 13, 2004. BOUNDARY SURVEY FOR SITE COMPLETED SEPTEMBER 24, 2008. FENCE SURVEY COMPLETED JULY 17, 2009. LEGAL DESCRIPTION FOR PARCEL A "MOUND AREA" COMPLETED SEPTEMBER 18, 2012. LEGAL DESCRIPTION FOR PARCEL B "DEVELOPMENT PARCEL" COMPLETED SEPTEMBER 18, 2012.

NO.	BY	DATE	REVISION	APP'D.
1.	TJK	11/26/2012	ADDED WELL PROPERTY DETAILS	TJK

SITE PLAN - CURRENT MONITORING WELLS AND GAS PROBES

POST CLOSURE PLAN FORMER LUCY ROAD LANDFILL HOWELL, MICHIGAN

DRAWN BY: TJK	SCALE: 1" = 100'	PROJECT NO. - 06-911
CHECKED BY: TJK		FILE NO.
APPROVED BY: TJK	DATE PRINTED: NOVEMBER 27, 2012	FIGURE 1
DATE: NOVEMBER 12, 2012		

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EXHIBIT K

MONITORING AND MAINTENANCE PLAN

**Former Lucy Road Landfill
Howell, Michigan**

**September 19, 2012
Updated 10/02/2012
Updated 11/20/2012
Updated 11/26/2012**

**Prepared For:
City of Howell
And
M.A. Hanna Plastic Group, Inc.**

Prepared By:
VEC Engineering PLLC
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Introduction

This Monitoring and Maintenance Plan has been prepared by VEC Engineering (VEC) to address long-term groundwater and methane gas monitoring and maintenance of the main mound area and restricted areas of the site. Long term monitoring was initiated in 2007 as monthly methane gas monitoring and quarterly groundwater sampling. Based on the results obtained since 2007 the current monitoring program consists of:

- Semi-annual groundwater monitoring with a larger number of wells being sampled in the spring and a smaller set being sampled in the winter. Table 1 shows the wells being sampled for each event and the parameters being analyzed for each event.
- Methane gas samples are obtained on a quarterly basis from all of the 14 methane gas probes at the site and from the two passive gas vents at the site. In addition the pressure differential across the gas vents is checked to assess airflow through the vents. Methane gas sampling procedures are included in this plan.

The current groundwater and methane gas monitoring plan and the details of such were approved by the MDEQ. Figure 1 shows the locations of the existing monitoring wells, methane gas monitoring probes and methane gas vents.

Considering the anticipated approval of the No Further Action (NFA) report for the site VEC propose to refine the long term monitoring plan. These changes are based on the approval of the NFA, which notes that institutional controls are adequate for the protection of the public for drinking water exposure routes and for the assurance that wells will not be installed in the restricted areas around the site. Figure 2 shows the area restricted for water well installation. The only exception is the existing well at the 386 Lucy Road residence, which is addressed by this monitoring and maintenance plan. The proposed monitoring plan consists of:

- Semi-annual groundwater sampling of the wells noted in the southwest portion of the site and several offsite wells as shown on Figure 3. This includes a new monitoring well series VEC-4 that will be installed to the southwest of the BMW-28 monitoring well series and VEC-5S that will be installed west of the existing VEC-5S monitoring well. Table 2 shows the proposed wells to be sampled for each event and the parameters being analyzed for each event. Figure 3 shows the well to be sampled and the proposed locations for the new monitoring wells. The monitoring and Maintenance Assessment and Contingencies section of this report addresses potential changes to the monitoring program as may be necessary.

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- Groundwater samples are obtained in accordance with low-flow sampling methods as noted in the sampling procedures included in this plan.
- Methane gas samples are obtained on a quarterly basis from all of the 14 methane gas probes at the site and from the two passive gas vents at the site. In addition the pressure differential across the gas vents is checked to assess airflow through the vents. Methane gas sampling procedures are included in this plan.
- Abandonment of wells, which will not be used for assessment and monitoring or for contingency purposes, will be conducted within 6 months of approval of the NFA for the site. The proposed wells to be abandoned are shown on Figure 4. Monitoring well cluster VEC-2, VEC-3, WMW-15, WMW-17 and BMW-33 will be retained for groundwater elevations measurements and in the event the MDOT sump shuts down and are shown on Figure 3.

The long-term maintenance plan shall be conducted in accordance with Rule 299.4449. The soil erosion and long term maintenance portion of this plan pertain to the filling in and seeding of erosion channels in the restricted area, installation of silt fence as needed to control erosion and long term monitoring of the mound for erosion and general maintenance to the restricted area. This will include maintaining the fence for the restricted area. Rule 299.4449 requires:

- Maintaining the integrity and effectiveness of any final cover and repairing as necessary to correct the effects of erosion, settling, subsidence or other events, which damage the final cover.
- Maintaining and operating the Leachate collection system, however there is no existing Leachate collection system at the site.
- Monitoring of groundwater, which is addressed in the Groundwater Monitoring Plan.
- Monitoring of all secondary collection systems, however there are no secondary collection systems at the site.
- Maintaining and operating the gas monitoring and ventilation system.
- Maintaining restrictive access, fencing, around the main mound area.

Long-term maintenance shall be conducted for a 30-year period as noted in R 299.4449, which began in 2007.

The former Lucy Road Landfill site is approximately 57 acres and is located at 249 Lucy Road, in the southeast area of the City of Howell. The site is located east of Lucy Road in Section 6 the City of Howell, T 2N, R 5E in Livingston County, Michigan. The site was apparently operated as a sanitary landfill from approximately 1963 to 1974.

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Purpose

To summarize the areas to be monitored and inspected and the methods for monitoring, sampling and inspecting the site for long term monitoring.

To identify the measures to be taken for the filling in of erosion channels that could occur on the slopes of the Main Mound area of the former landfill; maintenance of the vegetative cover over the entire area to be restricted by the fenced boundaries; maintenance of the fence to be erected around the Main mound area; and prevent and repair as necessary future erosion in the slope areas and the protective fence barrier.

The following groundwater monitoring plan is intended to provide an accurate and reproducible assessment of Monitored Natural Attenuation (MNA) for the impacted groundwater generated at the former Lucy Road Landfill (LRLF) as it relates to GSI and FESL criteria. This section provides the procedures for groundwater sampling in the field and analysis in the laboratory. Sampling will be conducted by Low-Flow Methods for the monitoring wells noted herein. Analytical Testing will include VOCs, Metals and Inorganic compounds as noted in Table 2. This groundwater sampling and monitoring plan includes the following;

- Scaled site plan showing the location of the monitoring well to be sampled as listed in Table 2.
- Cross sections showing the soil descriptions, and the site hydrogeology including the groundwater potentiometric surface, monitoring well screened intervals, and sampling intervals.
- Rational for the location of the monitoring points
- Sampling equipment to be utilized
- Sampling collection procedures and reporting
- Contingency plan for modifications to this plan

Groundwater Sampling

Groundwater sampling will be conducted in accordance with low flow sampling methods and include obtaining water level measurements, purging of the well, monitoring of the purge water for pH, Temperature, Conductivity, Dissolved Oxygen and Turbidity.

Samples will be obtained in clean containers appropriate for the analyses to be performed, packaged on ice and shipped to the laboratory for testing using a chain of custody.

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Water Level Measurements

Water level measurements will be obtained using an electronic water level tape, which shall be checked prior to going to the site to be sure, that the battery is charged and the tape is in good repair. This groundwater sampling and monitoring plan shall be read before each sampling event and a copy shall be taken in to the field for reference. This plan includes a map showing the locations and designations of the wells to be sampled or checked for water level and a table noting the well depths and previous readings.

Field Documentation

Water level measurements shall be recorded on field sampling sheets as will the condition of the well and the total depth of the well to assess for silting of the well.

Procedure

1. A surveyor has measured the casing heights to an accuracy of 0.01 feet. Each well should have a permanent, easily identifiable reference point from which water levels are measured. The reference point is measured in relation to an established USGS datum.
2. Water levels should be allowed to stabilize for a minimum of approximately two hours after removing the locking cap before static water levels are measured.
3. Pre-clean the water level (or interface) probe and the lower portion of the cable following the decontamination procedure outlined below.
4. Turn the probe test on and test the alarm to be sure that it is working and that the volume is set to an audible level. Lower the probe slowly into the monitor well until the audible alarm, which indicates that the probe is in the water, sounds.
5. Slowly move the probe up and down a few hundredths of a foot at a time until you pinpoint the water elevation. The probe should go quickly off and on when moved very slightly at the top of the water surface. Read the depth from the tape to the nearest 100th (.001) of a foot from the reference point marked on top of the well casing. Repeat the measurement a second time for confirmation, and record the water level on the Table.
6. Measure the total depth of the well to the nearest tenth (.01) of a foot. Turn the tape off, and slowly lower the probe until you can feel the resistance at the bottom of the well. It will feel different when only the weight of the tape falls without the weight of the probe attached. Record the total depth of the well on the appropriate form and check it for correlation with the previous reading.
7. Additional data, which should be observed and recorded, include: condition of the well, any unusual odors (from the well or the water) and the ambient temperature. The date, time, and Field Technicians initials shall also be recorded.

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8. Remove the probe slowly and dry the cable as it is removed from the well with paper towels. Use the decontamination procedures noted below as necessary before and after every measurement.
9. Replace the well cap and protective cover, and lock the well.

Decontamination Procedure

Unroll the tape to the full length exposed in the previous measurement plus ten feet (or the entire tape if this length is not known) into a bucket of TSP or Alconox and water. Scrub it well, especially the end of the probe.

Carefully put the tape into a bucket of clean tap water and rinse it. Then as you reel the tape back up, lightly rinse it with de-ionized water.

Equipment List

Personal Protective Equipment
Interface Probe
Cloth Tape And Chalk
Socket Set
Turkey Baster
Appropriate Forms and Writing Tools
Decontamination Supplies

Electronic Water Level Tape
Paper Towels
Keys
Adjustable Crescent Wrench
Medium Standard Screw Driver
Visqueen
Well Cover Wrench/Tool

Purging and Sampling

Purging and sampling shall be conducted with a peristaltic pump or a bladder pump by the methods noted below. The sampling shall follow MDEQ approved Low-Flow Sampling Methods.

Field Documentation

Monitoring well sampling forms shall be used for recording field information during purging and sampling of the monitoring well. This will include the field measured parameters as noted below, the date, time, well number, well condition and ambient conditions at the site. A copy of the monitoring well sampling form is attached.

1. Prior to beginning sampling, notify the MDEQ representative at least one week in advance. Read this sampling plan and the site Health and Safety Plan and verify that all equipment and sampling containers are ready for the sampling event.

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2. Set up equipment at first well to be sampled, including containment for purge water. Calibrate YSI meter and 2100P turbidity meter.
3. All of the wells have dedicated tubing for sampling, however new silicone tubing shall be used as necessary to assure samples are not cross-contaminated. Set up flow through cell for monitoring of purging water parameters and attach pump discharge to flow through cell and the discharge for the flow through cell to a five gallon bucket. The initial bucket should be marked to assess pumping rates during purging and sampling. An YSI 556 meter shall be connected to the flow through cell for assessment of; Specific Conductance, pH, redox, Dissolved Oxygen, Turbidity and temperature. Turbidity measurements shall be conducted using a 2100P meter. Substitute meters may be used as long as the accuracy of the readings and data is not diluted.
4. Begin pumping from the well and verify pumping rate to assure the pumping rate does not exceed 500 mL/min and the draw down in the well does not exceed 0.1 meters. Adjust flow rate as necessary to control draw down. Record the initial readings from the YSI and turbidity meters as well as the flow rate, draw down and time. Continue to record the parameter readings at approximately 3 to 5 minute intervals until the readings meet the following conditions for three consecutive readings; turbidity + 10%; pH + 0.1; specific conductance within 3%; redox + 10mV; and dissolved oxygen + 10%.
5. Disconnect the discharge of the peristaltic pump from the flow through cell and sample the well. During this time the flow through cell shall be setup into a loop to keep the probe submerged until the next well is sampled. .
6. Bottles shall be filled from the discharge tube of the peristaltic pump and shall include; 6 - 10 ml VOA vials preserved with Hcl for VOC analysis; 2- 250 ml plastic bottles for metals; 2 – 500 ml plastic bottles for inorganics.
7. Wrap sample bottles with protective covering and package in coolers with ice to maintain a temperature below 6 degrees centigrade during shipping. Verify all sample bottles, labeling and chain of custody during packaging. Samples will be packaged and shipped to Shealy Laboratories.
8. Shealy laboratories will analyze the samples for the parameters and methods shown in Table 2 all analyses shall be conducted by MDEQ approved laboratories and in accordance with MDEQ recognized methods, detection limits and reporting.

9. Decontaminate equipment that has come in contact with water from the well using a water and Alconox wash and distilled water rinse. The flow through cell should be drained and rinsed prior to purging a new well.

In the event that the groundwater well goes dry during the purging and stabilization, the well will be allowed to partially recover and then the sample will be collected. If possible, the well will be sampled within 30 to 60 minutes after dewatering. In the event the well has not recovered enough to allow for a sample to be collected within 60 minutes, the well will be checked at 30-minute intervals until it has recovered enough to collect the sample. Field notes will be completed to document the purge rates, dewatering events and subsequent recovery and sampling time intervals. For additional information, cross-reference these procedures: Measurement of Temperature, pH and Specific Conductivity; Interface Probe and Well Development.

EQUIPMENT LIST FOR WATER SAMPLING WITH A SUBMERSIBLE PUMP

Sampling Supplies

- Peristaltic Pump (Geopump II) w/2 – batteries
- YSI 556 Meter and Flow Trough Cell
- 2100 P Turbidity Meter
- 5 Gal. Buckets (3 min.)
- Plastic Brushes (2)
- 50 feet of Silicone Tubing
- Sample Jars
- Chain of Custody
- Field Sampling Sheets
- Watch
-

Basic Equipment

- Electronic Water Tape or
- Line/Tubing
- Tape Measure and Chalk
- Water Sampling Jars
(See Work Plan/Call Lab)
- Keys and 10 spare locks
- Bolt Cutter and wrenches
- Garbage Bags
- Ice/Ice Packs
- Turkey Baster
- Screw Driver

- Notify MDEQ Representative

Paper Work

- Site Plan
- Daily Reports/Note Book
- Site Safety Plan
- Work Plan/Monitoring Plan
- Chain of Custody
- Well Sampling Forms
- Labels
- Waterproof Marker
- Pens/Pencils
- Clipboard

Personal Protective Equipment

- Latex Glove
- Other Glove _____ (See HSP)
- Tyvek Suit
- Other Suit _____
- Respirator with _____ Cartridge(HSP)
- Safety Glasses
- Hard Hat
- Steel Toe Boots
- Over Boots (HSP)
- OVA (HSP)
- Hydrogen
- LEL (HSP)
- Ear Plugs/Muffs

Decontamination Supplies

- 5 Gal. Buckets (2 min.)
- Plastic Brushes (2 min.)
- Bottle Brush(es)
- TSP
- Alconox
- Joy
- Sprayer(s)
- Tubs
- Distilled Water
- De-I Water
- Paper Towels

VEC Engineering PLLC

1225 West Parks Road
Saint Johns, Michigan 48879

Phone (989) 292-4245

Fax (989) 292-4245

Methane Gas Sampling

This document summarizes VEC Engineering's procedures for the sampling of methane gases from methane gas probes to determine the approximate concentration of methane gas at a particular location. Samples are to be collected using a Landtec Gem 200 Plus landfill gas analyzer by the following procedure;

Step 1 – Verify the Gem 200 Plus is calibrated or calibrate if it has not been and recalibrate on a daily basis.

Step 2 – Let the Gem 200 Plus warm up as directed by manufacturer, prior to sampling methane gas probes.

Step 3 – Connect the sampling hose from the Gem 200 Plus to the sampling port on the probe and open the sampling port. Continue collecting the sample until it stabilizes. A stable reading is one that does not vary by more than 0.5% by volume over a one-minute period.

Step 4 – Once stabilized, record the time, percent methane, volume of methane, percent CO₂, percent O₂, barometric pressure and temperature.

Step 5 – Remove the sampling tube from the sampling port and close sampling port and allow the Gem 200 Plus to purge for approximately 1 minute.

Also record site and weather conditions, including if ground is snow covered or frozen.

Maintenance and Inspection

The primary focus of the maintenance plan for the Lucy Road Landfill will be on the main mound area and the associated restrictive fencing. Currently, the main mound area has full vegetative growth established. Inspection of the site and maintenance of the soil erosion controls, access roads and restrictive fencing shall be conducted on a quarterly basis.

A site plan showing the predominant features is presented on the attached Figure 3. Wetland areas are located to the south and southeast of the main mound area and a lake is located approximately 600 feet to the southeast of the main mound. Five-foot contour intervals are provided on the attached Figure 3. In general the slopes of the main mound area vary from approximately 1.7H:1V to 2.5H:1V along the southern 2/3 of the main mound and from approximately 3.3H:1V to >10H:1V along the northern 1/3 of the main mound area.

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Some minor erosion channels have occurred in the steeper slopes along the southeast and west sides of the main mound but are repaired during quarterly maintenance inspections.

The main mound area is generally completely vegetated with well-established vegetation, including native grasses, weeds, bushes and tress. The soil conditions are predominantly silty, sand and gravel with some silt and clay areas. Drainage of the main mound is predominantly perpendicular to the slopes with no main collection points. Runoff is generally contained within the fenced limit.

Any future erosion channels that occur in the main mound area will be filled in with compacted soils then seeded and mulched to establish vegetative growth. Silt fences will be placed on the down slope side of the repair areas prior to placement of fill soils. The areas will be monitored by visual observations on a quarterly basis to confirm the seed and mulch are still present, until vegetation is established. If it is determined that the seed and mulch will not stay put on the sloped areas, mulch blankets may be used to secure the seed to the slopes.

Silt fence installed on the down slope area below the fill placements will extend a minimum of 5 feet beyond the fill limit area. The silt fence will be placed in an arc with the ends approximately 1 foot farther up the slope than the center. The silt fence will be inspected on a quarterly basis and repaired and/or replaced as needed, until vegetation is established.

The fenced area will be inspected on a quarterly basis and will include visual assessment of the condition of the soil cover and the integrity of the fence and the posted signage. Repairs will be affected as necessary to the soil cover as noted above and repairs to the fence and signage will be completed where needed to maintain the integrity of the restricted area. A restrictive covenant has been recorded for the fenced Mound Site area.

A copy of the proposed inspection report is attached.

MONITORING DATA ASSESSMENT AND CONTINGENCIES

Groundwater

The analytical data obtained from groundwater sampling events shall be tabulated and compared to the previous two years results to assess natural attenuation and offsite migration. The primary area of concern related to groundwater monitoring is the southwest area of the site where exceedances of Groundwater Surface Water Interface (GSI) criteria occurs. Currently offsite migration is monitored by the AMW-1R and BMW-28 monitoring well clusters to the south and the BMW-32 monitoring well cluster to the west.

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The VEC-4 monitoring well series that will include a shallow, intermediate and deep monitoring well will be installed to the southwest of the BMW-28 well cluster to assess the limits of methane in groundwater. Future groundwater monitoring will include the AMW-1R, BMW-28R, VEC-4 and BMW-32 monitoring well clusters and the WMW-13B, VEC-5S and BMW-19S monitoring wells. These wells will be sampled in accordance with Low-Flow sampling methods and the samples will be analyzed for the compound shown in Table 2. In addition the samples from the BMW-32 well cluster and VEC-5S will be analyzed for the additional drinking water quality standards noted in Table 2.

All areas surrounding the site are prohibited from installing groundwater wells and no wells exist within the immediate down gradient areas of flow off the site with the possible exception of the 386 Lucy Road Residence, which was monitored by the Livingston County Health Department through 2011. The 386 Lucy Road Residence will be monitored as part of this plan and the NFA. We understand that the residence is currently unoccupied and will notify the MDEQ if the residence is occupied in the future to discuss potential monitoring of the onsite well. Sampling of the well at the residence will be dependent on the results of monitoring of the BMW-32 well cluster and VEC-5S.

There is an existing Marion, Howell, Oceola and Genoa Townships (MHOG) water main that is located along the west side of Lucy Road that the residence can be hooked up to but the current owner has refused to date. Monitoring of the BMW-32 well cluster and VEC-5S is used to assess potential risk associated with the residence and only aesthetic criteria exceedances have been noted in these monitoring wells. Should exceedances of drinking water criteria, for compounds other than iron and manganese, be noted in the BMW-32 well cluster or VEC-5S, the exceedances will be confirmed. If the exceedances are consistent further actions will be discussed with the MDEQ and the owner of the residence as possible.

Groundwater flow to the north is captured by the MDOT sump and discharged to Thompson Lake. Compounds that may be associated with the former landfill in groundwater that have or are, flowing offsite at concentrations above Part 201 Tier One Criteria, may include vinyl chloride, trichloroethylene, lead, arsenic, sulfate, aluminum, sodium, chloride, iron and manganese. Some of these compounds may be related to other sources along the northern boundary that are not associated with the former landfill. Considering the institutional controls and the verification that no water supply wells exist within the prohibited area around the site monitoring of offsite migration to the north is not necessary.

If the MDOT sump stops pumping for more than 48 hours the City will advise the MDEQ and discuss the need for sampling.

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VEC will also obtain groundwater elevations from the VEC-2, VEC-3, WMW-15, WMW-17 and BMW-33 monitoring well cluster and assess groundwater flow. If groundwater flow does not show the MDOT sump capturing the groundwater as noted above, sampling will be conducted. The samples will be analyzed for the parameters noted in Table 2.

All other monitoring wells to the north, east and south east of the main mound will be abandoned.

Wetlands to the South/Southwest

Groundwater in the southwest portion of the site flows to the south to the adjacent wetlands. Currently only vinyl chloride and ammonia exceed GSI criteria in applicable wells (AMW-1R-S and BMW-28R-S). Recent WET testing from each of these wells has shown the groundwater to not be acutely toxic to aquatic life, a copy of the results is attached. Should the concentrations of vinyl chloride or ammonia double (vinyl chloride – above 300 ppb and ammonia above – 5 ppm) from current concentrations, resampling will be completed within one week of notification and if confirmed additional WET testing will be conducted as necessary within three weeks of the confirmation.

In addition, if other compounds or total dissolved solids are found to consistently exceed GSI criteria (Three consecutive samples) in the shallow wells noted above, additional WET testing will be conducted within three weeks of notification.

Should additional WET testing show exceedances, for acute toxicity exceedances an assessment of potential further actions will be prepared for review and approval by the MDEQ, within 4 weeks of the notification.

FESL Exceedances in Groundwater

Groundwater in the southwest portion of the site at the BMW-28 and AMW-1R monitoring well clusters is the only area that shows exceedances of FESL criteria for methane. Exceedances for methane have been noted in the shallow and deep wells at both locations (though BMW-28D has only been sampled twice).

Water supply wells would be the only potential receptor for the deep well areas but current institutional controls prohibit the installation of water wells in areas, which could reasonably be affected by the dissolved methane.

In order to assess the likely limits of the exceedances, a monitoring well cluster (VEC-4) will be installed in the right-of-way of Lucy Road to the west/southwest of the BMW-28

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well cluster as part of this plan.

The new wells will be placed on the west side of Lucy Road within the right-of-way in a reasonably accessible area southwest of the BMW-28 cluster. The proposed new well locations are generally shown on Figure 2 of this plan. The wells will be installed within one month of the approval of the NFA. The BMW-32 well cluster shows that migration to the west is not occurring and can be used for monitoring purposes. Following the installation the AMW-1R, BMW-28 and the new VEC-4 well clusters will be sampled. A summary of our findings will be provided along with supplemental contingencies as may be necessary, similar to those noted below.

The nature of the area being a wetland and swamp prohibits development in this area where methane vapors could concentrate within a structure and pose a risk. Should concentrations of methane in the groundwater from BMW-32 well cluster or VEC-5S exceed FESL criteria, verification sampling will be conducted and VEC will attempt to sample the 386 Lucy Road well and perform methane gas testing in the basement of the residence. An assessment of data and any necessary further actions will be presented to the MDEQ for approval.

In the event methane gas is detected in the basement or in water samples from the residence well above the FESL, mitigation measures, as allowed by the resident, will be taken to protect the resident and the structure.

Methane Gas

Quarterly monitoring of methane gas currently shows no offsite migration. Should methane gas be detected in the gas probes GP-11 through GP-14 to the west and southwest of the Mound Site resampling will be conducted to verify its presence.

If detected, monthly sampling would be conducted. Should concentrations exceeding MDEQ screening levels be encountered in probes GP-11 through GP-14, an assessment of options to reduce these concentrations would be provided to the MDEQ for review and approval. Should concentrations exceeding the Lower Explosive Limit (LEL) be encountered in gas probes GP-11 through GP-14, the reading will be confirmed and immediate actions will be taken to assess the 386 Lucy Road residence. Should concentrations of methane gas in gas probes GP-1 through GP-10 consistently show increases of 50% or more from current and historic concentrations, assessment of methods to reduce such increases would be conducted and submitted to the MDEQ for approval.

REPORTING

VEC Engineering PLLC

1225 West Parks Road
Saint Johns, Michigan 48879

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An annual report shall be submitted to the MDEQ for the duration of the Post Closure Agreement (PCA).

The annual report shall include groundwater elevations, summary of analytical results (cumulative for 5 years), methane gas and groundwater sampling documentation, recommendations to change the PCA as applicable and any response activities undertaken under the contingency plans.

TABLE 1
 BASELINE (PPREVIOUS)
 LIST OF MONITORING WELLS TO BE SAMPLED AND PROPOSED GROUNDWATER ANALYSIS PARAMETERS
 SEMI-ANNUAL SAMPLING PROGRAM
 FORMER LUCY ROAD LANDFILL
 MONITORING AND MAINTENANCE PLAN

Off-site wells

<i>Well</i>	<i>Type*</i>	<i>2nd Quarter</i>	<i>4th Quarter</i>
BMW-30S	I	X	
BMW-30D	D	X	
BMW-31S	S	X	
BMW-31I	I	X	
BMW-31D	D	X	
BMW-32S	S	X	X
BMW-32D	D	X	X
RL-14I	I	X	
RL-15I	I	X	
VEC-1I	I	X	X
WMW-15A	S	X	
WMW-15B	D	X	
WMW-16A	S	X	
WMW-16B	D	X	
WMW-17A	S	X	
WMW-17B	D	X	

On-site wells

<i>Well</i>	<i>Type*</i>	<i>2nd Quarter</i>	<i>4th Quarter</i>
AMW-1S	S	X	X
AMW-1R-S	S	X	X
AMW-1R-I	I	X	X
AMW-1R-D	D	X	X
AMW-2	S	X	X
AMW-4S	S	X	X
AMW-5S	S	X	X
AMW-6I	I	X	X
AMW-7I	I	X	
AMW-9S	S	X	
BMW-18S	S	X	X
BMW-18D	D	X	X
BMW-19S	S	X	X
BMW-20S	S	X	X
BMW-20D	I	X	X
BMW-21S	S	X	
BMW-22S	S	X	X
BMW-23S	S	X	
BMW-26S	S	X	
BMW-28R-S	S	X	X
BMW-28R-I	S	X	X
BMW-28R-D	S	X	X
KMW-1S	S	X	X
KMW-1D	S	X	X
KMW-4S	S	X	X
KMW-5I	I	X	X
KMW-6I	I	X	X
VEC - 2S	S	X	X
VEC - 2I	I	X	X
VEC - 2D	D	X	X
VEC - 3S	S	X	X
VEC - 3I	I	X	X
VEC - 3D	D	X	X
WMW-11B	D	X	X
WMW-12B	D	X	
WMW-13B	D	X	

TABLE 1
 BASELINE (PPREVIOUS)
 LIST OF MONITORING WELLS TO BE SAMPLED AND PROPOSED GROUNDWATER ANALYSIS PARAMETERS
 SEMI-ANNUAL SAMPLING PROGRAM
 FORMER LUCY ROAD LANDFILL
 MONITORING AND MAINTENANCE PLAN

Category	Costituents	Analytical	2nd Quarter	4th Quarter
VOC'S	8260B Scan	Method 8260B	X	X
	Tetrahydrofuran	Method 8260B	X	X
	DiethylEther	Method 8260B	X	X
	1,4 Dioxane	Method 8260B	X	X
	Methane	Method RSK-175	X	X
Inorganics	Bicarbonate Alkalinity	Method SM	X	X
	Ammonia	Method 350.1	X	X
	Chloride	Method 300.0	X	X
	Sulfate	Method 300.0	X	X
	Total Kjeldahl Nitrogen	Method 351.2	X	X
	Total Phosphorus	Method 365.1	X	
Metals	Aluminum	Method 6010C	X	X
	Antimony	Method 6010C	X	
	Arsenic	Method 6010C	X	X
	Cadmium	Method 6010C	X	
	Chromium	Method 6010C	X	X
	Iron	Method 6010B	X	X
	Lead	Method 6020	X	X
	Manganese	Method 6010C	X	X
	Mercury	Method 7470A	X	
	Nickel	Method 6010C	X	X
	Potassium	Method 6010C	X	X
	Selenium	Method 6010C	X	
	Silver	Method 6010C	X	X
	Sodium	Method 6010C	X	X
	Vanadium	Method 6010C	X	
	Zinc	Method 6010C	X	X

All sampling conducted in accordance with MDEQ low flow sampling methods as described in DEQ Operational Memorandum #2 – Attachment 5, dated October 2004.

TABLE 2
 LIST OF MONITORING WELLS TO BE SAMPLED AND PROPOSED GROUNDWATER ANALYSIS PARAMETERS
 SEMI-ANNUAL SAMPLING PROGRAM TO BE INITIATED IN THE SPRING OF 2013
 FORMER LUCY ROAD LANDFILL
 REVISED MONITORING AND MAINTENANCE PLAN
 UPDATED NOVEMBER 2012

Groundwater Flow and Contingency Wells:

<i>Well</i>	<i>Type</i>
VEC-2S	S
VEC-2I	I
VEC-2D	D
VEC-3S	S
VEC-3I	I
VEC-3D	D
WMW-15A	S
WMW-15B	D
WMW-17A	S
WMW-17B	D
BMW-33S	S
BMW-33I	I
BMW-33D	D

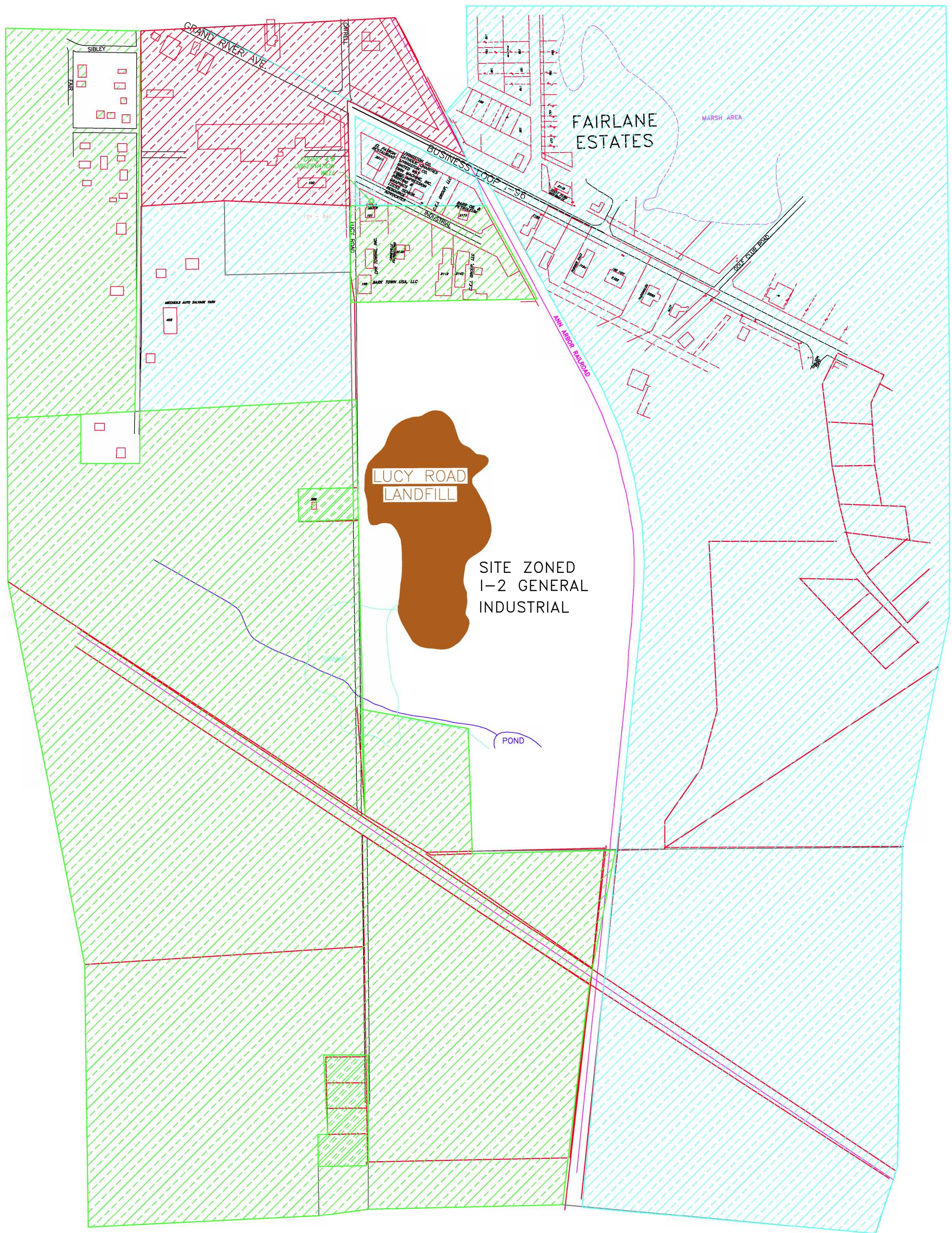
Wells to be Monitored

<i>Well</i>	<i>Type</i>	<i>2nd Quarter</i>	<i>4th Quarter</i>
AMW-1S	S	X	X
AMW-1R-S	S	X	X
AMW-1R-I	I	X	X
AMW-1R-D	D	X	X
BMW-19S	S	X	X
BMW-23S*	S	X	X
BMW-28R-S	S	X	X
BMW-28R-I	S	X	X
BMW-28R-D	S	X	X
VEC - 4S	S	X	X
VEC - 4I	I	X	X
VEC - 4D	D	X	X
VEC - 5S	S	X	X
BMW-32S*	S	X	X
BMW-32D*	D	X	X
WMW-13B	D	X	X

Category	Costituents	Analytical	2nd Quarter	4th Quarter
VOC'S	8260B Scan	Method 8260B	X	X
	Tetrahydrofuran	Method 8260B	X	X
	DiethylEther	Method 8260B	X	X
	Methane	Method RSK-175	X	X
Inorganics	Ammonia	Method 350.1	X	X
	TDS	Method 300.0	X	X
	Total Kjeldahl Nitroger	Method 351.2	X	X
Metals	Antimony	Method 6010C	X	X
	Arsenic	Method 6010C	X	X
	Cadmium	Method 6010C	X	X
	Lead	Method 6020	X	X
	Mercury	Method 7470A	X	X
	Nickel	Method 6010C	X	X
	Selenium	Method 6010C	X	X
	Silver	Method 6010C	X	X
	Vanadium	Method 6010C	X	X

* - Denotes Wells to include analysis chloride, phophorous, Al, Cr, Fe, Mn Hg, Pt, Na and Zn.

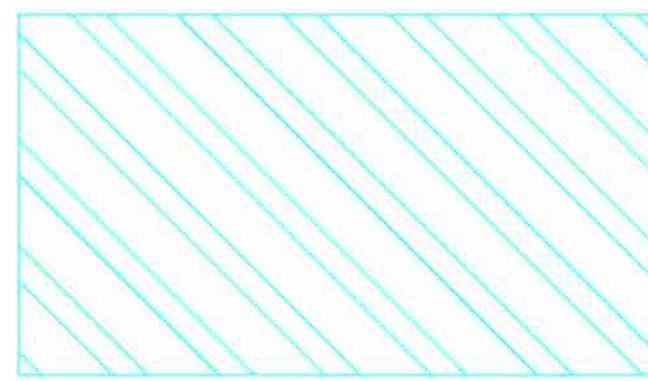
All sampling conducted in accordance with MDEQ low flow sampling methods as described in DEQ Operational Memorandum #2 – Attachment 5, dated October 2004.



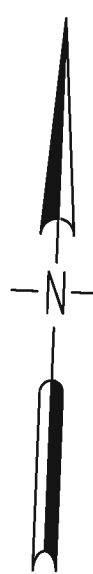
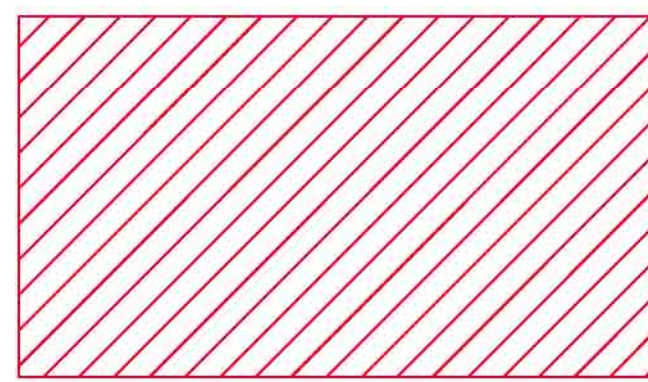
R-1 SINGLE FAMILY RESIDENTIAL



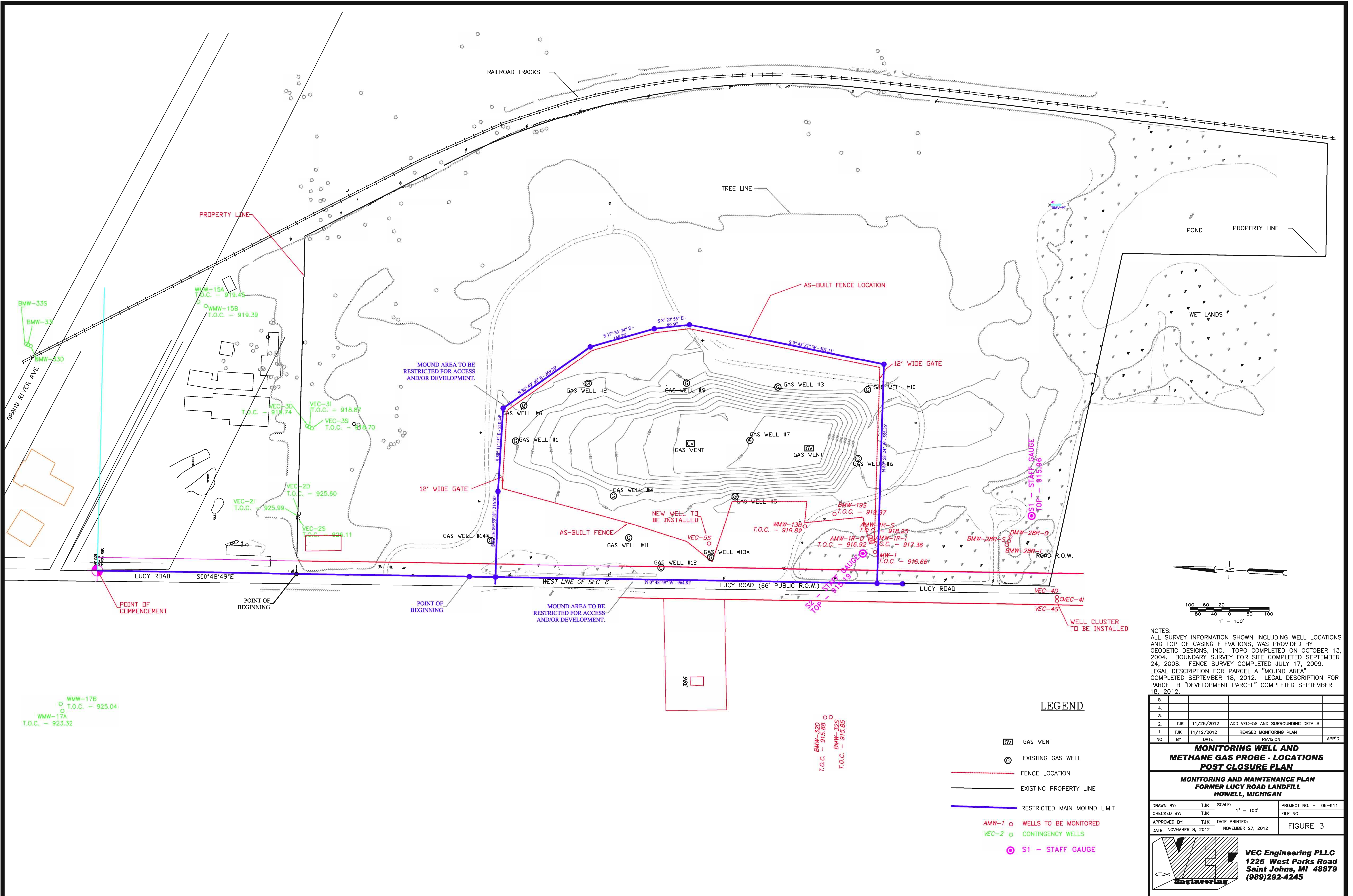
MIXED USE DEVELOPMENT



B-2 GENERAL BUSINESS



5.					
4.					
3.					
2.					
1.	TJK	11/26/2012	PROPERTY INFORMATION		
NO.	BY	DATE	REVISION	APP'D.	
ZONING MAP					
POST CLOSURE PLAN FORMER LUCY ROAD LANDFILL LIVINGSTON COUNTY, MICHIGAN					
DRAWN BY:	RSC	SCALE:		PROJECT NO.	LUCY ROAD
CHECKED BY:	TJK	DATE:	NTS	FILE NO.	
APPROVED BY:	TJK	DATE PRINTED:		FIGURE NO.	FIGURE 2
DATE:	SEPTEMBER 2012		NOVEMBER 27, 2012		
			VEC Engineering PLLC 1225 West Parks Road Saint Johns, MI 48879 Phone (989)292-4245		



NOTES:
 ALL SURVEY INFORMATION SHOWN INCLUDING WELL LOCATIONS AND TOP OF CASING ELEVATIONS, WAS PROVIDED BY GEODETIC DESIGNS, INC. TOPO COMPLETED ON OCTOBER 13, 2004. BOUNDARY SURVEY FOR SITE COMPLETED SEPTEMBER 24, 2008. FENCE SURVEY COMPLETED JULY 17, 2009. LEGAL DESCRIPTION FOR PARCEL A "MOUND AREA" COMPLETED SEPTEMBER 18, 2012. LEGAL DESCRIPTION FOR PARCEL B "DEVELOPMENT PARCEL" COMPLETED SEPTEMBER 18, 2012.

NO.	BY	DATE	REVISION	APP'D.
5.				
4.				
3.				
2.	TJK	11/26/2012	ADD VEC-5S AND SURROUNDING DETAILS	
1.	TJK	11/12/2012	REVISED MONITORING PLAN	

MONITORING WELL AND METHANE GAS PROBE - LOCATIONS POST CLOSURE PLAN

MONITORING AND MAINTENANCE PLAN FORMER LUCY ROAD LANDFILL HOWELL, MICHIGAN

DRAWN BY:	TJK	SCALE:	1" = 100'	PROJECT NO.:	06-911
CHECKED BY:	TJK			FILE NO.:	
APPROVED BY:	TJK	DATE PRINTED:	NOVEMBER 27, 2012	FIGURE	3
DATE:	NOVEMBER 8, 2012				

VEC Engineering PLLC
 1225 West Parks Road
 Saint Johns, MI 48879
 (989)292-4245

- LEGEND**
- GV GAS VENT
 - ⊙ EXISTING GAS WELL
 - FENCE LOCATION
 - EXISTING PROPERTY LINE
 - RESTRICTED MAIN MOUND LIMIT
 - AMW-1 WELLS TO BE MONITORED
 - VEC-2 CONTINGENCY WELLS
 - ⊙ S1 - STAFF GAUGE

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: JANE CARTWRIGHT, CITY CLERK
DATE: NOVEMBER 27, 2012
RE: MERS SERVICE CREDIT

The provisions of the Municipal Employees' Retirement System (MERS) provide participants the opportunity to purchase additional service credit to be utilized when calculating retirement benefits. Attached you will find a request from Police Officer Jeffrey Wilson to purchase 1 year, 6 months of additional service credit at a cost of \$29,420.

If approved, Officer Wilson will be paying the entire cost of the additional service time. The cost to purchase the service credit reflects the total liability/cost incurred for the increased retirement benefit. There is no additional cost/liability for the City. The additional service time will not be used in calculating eligibility for retiree health insurance.

ACTION REQUESTED:

Motion to approve the request of Jeffrey Wilson to purchase one year, 6 months of additional MERS service credit at a cost of \$29,420 with the total cost of the additional service credit paid by Mr. Wilson.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read 'Shea Charles', written in a cursive style.

Shea Charles, City Manager

APPLICATION FOR ADDITIONAL CREDITED SERVICE
Cost Estimate, Member Certification and Governing Body Resolution

MEMBER

Name: Jeffrey J. Wilson
 SSN: [REDACTED]
 DOB: [REDACTED]
 Age: [REDACTED]

CALCULATION DATE - 11/1/2012
 (Estimate Not Valid After 2 Months)

BENEFIT PROGRAMS

Benefit B-4 (80% max)
 Benefit D2
 Benefit FAC-3 (3 Year Final Average Compensation)
 10 Year Vesting
 25 Years & Out

EMPLOYER

Name: Howell, City of
 Number/Div: 4702 / 02

ESTIMATED FAC ON CALCULATION DATE: \$68,891.03

CREDITED SERVICE

Member's Service Credit as of Calculation Date: 23 years, 1 month
 Type of Credited Service to be Granted: Generic (Plan Section 7)
 Amount of Credited Service to be Granted: 1 year, 6 months
Total Estimated Actuarial Cost of Additional Credited Service: \$29,420.00 [Payment Options on Reverse]

BENEFIT CALCULATION ASSUMPTIONS

- It is assumed that the Member will continue working until the earliest date for unreduced retirement benefits. If the Member terminates prior to becoming eligible for unreduced benefits, the Employer understands and accepts that the actuarial cost will be different from the actuarial cost shown above.
- The Member's Final Average Compensation (FAC) is projected to increase 4.5% annually from the date of purchase to the date of retirement.
- The Plan's Investment Return is projected to be 7% annually.

THE ADDITIONAL CREDITED SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES:

	Retirement Date	Age	Service Through	Total Service	FAC	Annual Benefit
Before Purchase	10/1/2014	54 yrs., 1 mth.	9/30/2014	25 yrs., 0 mths.	\$74,955.29	\$46,847.04
After Purchase	4/1/2013	52 yrs., 7 mths.	3/31/2013	25 yrs., 0 mths.	\$70,166.18	\$43,853.88

Note: MERS is not responsible for any Member or Employer supplied information, or any losses which may result if actual experience differs from actuarial assumptions. The Member and Employer are responsible for reviewing the information contained herein for accuracy, and assuming the risk that actual experience results in liability different than that estimated.

MEMBER CERTIFICATION

I certify that the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify that the service has not and will not be recognized for the purpose of obtaining or increasing a pension under another defined benefit retirement plan.

 Signature of Member

 Date

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: SHEA CHARLES, CITY MANAGER
DATE: NOVEMBER 28, 2012
RE: BROWNFIELD REDEVELOPMENT AUTHORITY APPOINTMENTS

The Howell Brownfield Redevelopment Authority has two vacancies, both openings have traditionally been reserved for different positions. One slot has been allocated to the Livingston EDC Director, the other to the Director of Public Services.

Prior to the Livingston County Economic Development Council's decision to contract with SPARK, Fred Dillingham filled this position. With the appointment of Phil Santor to the Authority, it will allow a continued role of economic development on this Board.

The Director of Public Services is now Erv Suida, a position previously held by Terry Wilson. With Mr. Wilson's retirement Mr. Suida is the best person to fill that slot on the Authority Board. I have spoken with the Mayor and he is recommending these two appointments.

ACTION REQUESTED:

Motion to approve the appointment of Phil Santor, Livingston EDC to the Brownfield Redevelopment Authority, term ending 11/1/2015.

Motion to approve the appointment of Erv Suida, City Staff, to the Brownfield Redevelopment Authority term ending 11/1/2015.



Shea Charles
City Manager

CITY OF HOWELL

12/4/2012

Name	Amount	Description
MERS	\$ 49,603.35	employer contributions

TOTAL \$ 49,603.35

BALANCE FORWARD \$ 404,788.30

TOTAL \$ 454,391.65

Pay Ending 11-03-2012 \$ 167,611.32 Included *****

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
ALEX CHEM	ALEXANDER CHEMICAL CORPORATION	11/02/2012	0483970-IN	GEN	PLANT CHEMICALS	
54847	16932 COLLECTION CENTER DR	12/04/2012		N		2,477.00
11/02/2012	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		12/04/2012		N		2,477.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	2,477.00

Vendor Code	Vendor name	A/P Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
ALEX CHEM	ALEXANDER CHEMICAL CORPORATION	11/02/2012	0483971-CM	GEN	CREDIT RETURN CYLINDERS	
54846	16932 COLLECTION CENTER DR	12/04/2012		N		(400.00)
11/02/2012	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		12/04/2012		N		(400.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	(400.00)

VENDOR TOTAL: 2,077.00

Vendor Code	Vendor name	A/P Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
AT&T	AT&T	11/02/2012	5131878102-12	GEN	COMMUNICATIONS CITY HALL	
54826	P.O. BOX 5019	12/04/2012		N		612.85
11/02/2012	CAROL STREAM IL, 60197-5019	/ /	0.0000	N		0.00
		11/20/2012		N		612.85

PD CK# 76134 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-265-850.000	COMMUNICATIONS - TELEPHONES	612.85

Vendor Code	Vendor name	A/P Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
AT&T	AT&T	11/02/2012	6531888105-12	GEN	CITY HALL	
54825	P.O. BOX 5019	12/04/2012		N		802.96
11/02/2012	CAROL STREAM IL, 60197-5019	/ /	0.0000	N		0.00
		11/20/2012		N		802.96

PD CK# 76134 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-265-850.000	COMMUNICATIONS - TELEPHONES	802.96

VENDOR TOTAL: 1,415.81

Vendor Code	Vendor name	A/P Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
BLUECROSS	BLUE CROSS BLUE SHIELD OF MI	11/02/2012	12-2012	GEN	MEDICARE ADVANTANGE & DENTAL COVERA	
54811	P.O. BOX 674416	12/04/2012		N		10,634.92
11/02/2012	DETROIT MI, 48267-4416	/ /	0.0000	N		0.00
		11/20/2012		N		10,634.92

PD CK# 76135 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		
101-000-083.001				DF FORMER EMPLOYEE/HLTH INS			760.34
101-290-714.001				CITY SHARE MED INS RETIREE			3,626.26
101-000-081.001				DUE FROM REC AUTHORITY			445.32
248-728-714.000				EMPLOYEE MEDICAL INSURANCE			43.65
101-290-714.000				EMPLOYEE MEDICAL INSURANCE			4,901.79
101-000-083.001				DF FORMER EMPLOYEE/HLTH INS			44.81
101-000-083.001				DF FORMER EMPLOYEE/HLTH INS			818.84
101-270-804.006				MI CLAIMS TAX			(6.09)
							10,634.92

BLUECROSS	BLUE CROSS BLUE SHIELD OF MI		11/02/2012	DEC 2012	GEN	MEDICARE ADVANTAGE RETIREES	
54824	P.O. BOX 674416		12/04/2012		N		4,386.60
11/02/2012	DETROIT MI, 48267-4416		/ /	0.0000	N		0.00
			11/20/2012		N		4,386.60

PD CK# 76197 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	760.34
101-290-714.001	CITY SHARE MED INS RETIREE	3,626.26
		4,386.60

VENDOR TOTAL: 15,021.52

BOAK	BOAK, SHERRIE		11/02/2012	NOV 21, 2012	GEN	REGISTER OF DEEDS LUCY RD	
54834			12/04/2012		N		82.00
11/02/2012	,		/ /	0.0000	N		0.00
			11/20/2012		N		82.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
227-290-967.000	PROJECT COSTS	82.00

VENDOR TOTAL: 82.00

BRGHT FRD	BRIGHTON FORD		10/30/2012	160980	GEN	REPAIR UNIT 318	
54727	8240 W GRAND RIVER		12/04/2012		N		179.32
10/30/2012	BRIGHTON MI, 48114		/ /	0.0000	N		0.00
			12/04/2012		N		179.32

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-930.006	REPAIR & MAINT. VEHICLES	179.32

VENDOR TOTAL: 179.32

COMCAST	COMCAST		11/20/2012	11-2012 DPW	GEN	CABLE DPW & WTP	
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount
54876	P O BOX 3005	12/04/2012		N		58.03
11/20/2012	SOUTHEASTERN PA, 19398-3005	/ /	0.0000	Y		0.00
		12/04/2012		N		58.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-850.008	COMMUNICATIONS - INTERNET	34.82
591-564-850.000	COMMUNICATIONS - TELEPHONES	23.21
		<u>58.03</u>

COMCAST	COMCAST	11/20/2012	12-2012CH	GEN	INTERNET	
54914	P O BOX 3005	12/04/2012		N		101.90
11/20/2012	SOUTHEASTERN PA, 19398-3005	/ /	0.0000	Y		0.00
		12/04/2012		N		101.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-850.008	COMMUNICATIONS - INTERNET	101.90

COMCAST	COMCAST	11/10/2012	CEMETERY 11-12	GEN	INTERNET	
54728	P O BOX 3005	12/04/2012		N		26.56
11/10/2012	SOUTHEASTERN PA, 19398-3005	/ /	0.0000	Y		0.00
		11/20/2012		N		26.56

PD CK# 76139 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-276-850.008	COMMUNICATIONS - INTERNET	26.56

VENDOR TOTAL: 186.49

CORRIGAN	CORRIGAN OIL COMPANY	11/13/2012	5706816-IN	GEN	FUEL	
54848	775 N SECOND ST	12/04/2012		N		6,967.76
11/02/2012	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		12/04/2012		N		6,967.76

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-751.000	GASOLINE & DIESEL FUEL	6,967.76

VENDOR TOTAL: 6,967.76

DAWDA MANN	DAWDA MANN MULCAHY & SADLER PLC	11/02/2012	1231M10/12	GEN	DIAMOND CHROME SITE	
54836	39533 WOODWARD AVE	12/04/2012		N		2,814.00
	SUITE 200					
11/02/2012	BLOOMFIELD HILLS MI, 48304-5103	/ /	0.0000	N		0.00
		12/04/2012		Y		2,814.00

Open

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
202-538-801.000	PROFESSIONAL SERVICES	2,814.00
DAWDA MANN 54835	DAWDA MANN MULCAHY & SADLER PLC 39533 WOODWARD AVE SUITE 200	11/02/2012 1231M-10/12 GEN 12/04/2012 N
		3,157.52
11/02/2012	BLOOMFIELD HILLS MI, 48304-5103	/ / 0.0000 N
		12/04/2012 Y
		0.00
		3,157.52

Open

GL NUMBER	DESCRIPTION	AMOUNT
227-290-826.000	CONTRACTUAL ATTORNEY FEES	3,157.52
DAWDA MANN 54837	DAWDA MANN MULCAHY & SADLER PLC 39533 WOODWARD AVE SUITE 200	11/02/2012 1231M-10/12 GEN 12/04/2012 N
		6,938.58
11/02/2012	BLOOMFIELD HILLS MI, 48304-5103	/ / 0.0000 N
		12/04/2012 Y
		0.00
		6,938.58

Open

GL NUMBER	DESCRIPTION	AMOUNT
227-290-826.000	CONTRACTUAL ATTORNEY FEES	6,938.58

VENDOR TOTAL: 12,910.10

DET EDIS 54828	DTE	11/02/2012 6421787 GEN 12/04/2012 N	STREET LIGHTING AND TRAFFIC SIGNALS	27,708.92
11/02/2012	P.O. BOX 630795 CINCINNATI OH, 45263-0795	/ / 0.0000 Y 11/20/2012 N		0.00
				27,708.92

PD CK# 76194 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-448-920.000	UTILITIES - ELECTRICITY	27,568.42
202-474-920.010	ELEC/TRAFFIC SIGNAL ENERGY	109.19
101-751-920.000	UTILITIES - ELECTRICITY	31.31
		27,708.92

VENDOR TOTAL: 27,708.92

DET EDISON 54729	DTE ENERGY	11/10/2012 5295506-12-12 GEN 12/04/2012 N	1158 LAKESIDE LIFT STATION	50.49
11/10/2012	P O BOX 740786 CINCINNATI OH, 45274-0786	/ / 0.0000 N 11/20/2012 N		0.00
				50.49

PD CK# 76145 11/20/2012

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
590-536-920.004	UTILITIES - PUMP STATION	50.49

VENDOR TOTAL: 50.49

ELLIOTTS	ELLIOTT'S STARTER & ALTERNATOR	11/02/2012	8316	GEN	HEAVY DUTY STARTER	
54852	2024 OAK GROVE RD	12/04/2012		N		220.00
11/02/2012	HOWELL MI, 48855	/ /	0.0000	N		0.00
		12/04/2012		N		220.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-775.000	MAINTENANCE SUPPLIES	220.00

VENDOR TOTAL: 220.00

ENP&ASSOC	ENP & ASSOCIATES	11/20/2012	2012-107	GEN	PLANNING & ZONING ADMIN 11-13 TO 11	
54915		12/04/2012		N		1,336.25
	P.O. BOX 131095	/ /	0.0000	N		0.00
11/20/2012	ANN ARBOR MI, 48113	12/04/2012		N		1,336.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-801.000	PROFESSIONAL SERVICES	1,336.25

VENDOR TOTAL: 1,336.25

ENVIRONMEN	ENVIRONMENTAL RESOURCE ASSOCIATES	11/10/2012	668769	GEN	1/4 TESTING FOR LAB CHECK	
54730	16341 TABLE MOUNTAIN PARKWAY	12/04/2012		N		384.11
11/10/2012	GOLDEN CO, 80403	/ /	0.0000	N		0.00
		12/04/2012		N		384.11

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-801.000	PROFESSIONAL SERVICES	384.11

VENDOR TOTAL: 384.11

FLUID PR	FLUID PROCESS EQUIPMENT	11/20/2012	3788703-00	GEN	ACID PUMP PARTS	
54882	25862 NETWORK PLACE	12/04/2012		N		126.84
11/20/2012	CHICAGO IL, 60673-1258	/ /	0.0000	Y		0.00
		12/04/2012		N		126.84

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	126.84

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount

VENDOR TOTAL: 126.84

GARDYNIK	GARDYNIK, GREG	11/10/2012	2012	GEN	REIMBURSE CDL	
54732		12/04/2012		N		25.00
11/10/2012	,	/ /	0.0000	N		0.00
		11/20/2012		N		25.00

PD CK# 76150 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-270-840.000	DUES & MEMBERSHIPS	25.00

VENDOR TOTAL: 25.00

GBS	GBS INC	11/20/2012	12-15569	GEN	ACCU VOTE TESTS	
54871	770 FRONT STREET	12/04/2012		N		195.00
11/20/2012	LISLE IL, 60532	/ /	0.0000	N		0.00
		12/04/2012		N		195.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-262-822.000	COMPUTER SOFTWARE SUPPORT	195.00

VENDOR TOTAL: 195.00

GRACON SER	GRACON SERVICES INC	11/20/2012	10166	GEN	NETWORK SUPPORT	
54916		12/04/2012		N		3,040.00
11/20/2012	4265 OKEMOS RD, STE A	/ /	0.0000	N		0.00
	OKEMOS MI, 48864-3285	12/04/2012		N		3,040.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-822.001	NETWORK SUPPORT	3,040.00

VENDOR TOTAL: 3,040.00

GRAINGER	GRAINGER	11/02/2012	9969624163	GEN	REPLACEMENT BATTERY AND CUT OFF WHE	
54853	DEPT 825552573	12/04/2012		N		109.20
11/02/2012	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		12/04/2012		N		109.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-740.019	OPER SUPP/SMALL EQUIPMENT	109.20

VENDOR TOTAL: 109.20

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount

WESTERN LI	GRAYMONT WESTERN LIME INC.	11/10/2012	10546 RI	GEN	40 TON LIME	
54731	DEPT CH 16910	12/04/2012		N		5,320.00
11/10/2012	PALATINE IL, 60055-6910	/ /	0.0000	N		0.00
		12/04/2012		N		5,320.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.005	MAINTENANCE SUPPLY - LIME	5,320.00

VENDOR TOTAL: 5,320.00

GRUNDYS AC	GRUNDY'S ACE HARDWARE	11/10/2012	73279	GEN	ANTIFREEZE	
54733	1250 E GRAND RIVER	12/04/2012		N		20.37
11/10/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		20.37

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-775.000	MAINTENANCE SUPPLIES	20.37

GRUNDYS AC	GRUNDY'S ACE HARDWARE	11/12/2012	73290	GEN	GUTTER SCOOP	
54734	1250 E GRAND RIVER	12/04/2012		N		4.99
11/12/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		4.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-740.000	OPERATING SUPPLIES	4.99

GRUNDYS AC	GRUNDY'S ACE HARDWARE	11/02/2012	73319	GEN	RV ANTI FREEZE	
54854	1250 E GRAND RIVER	12/04/2012		N		11.96
11/02/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		11.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-775.000	MAINTENANCE SUPPLIES	11.96

VENDOR TOTAL: 37.32

HACH CO	HACH COMPANY	11/02/2012	8021750	GEN	LAB SUPPLIES	
54855	2207 COLLECTIONS CENTER DR	12/04/2012		N		496.01
11/02/2012	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		12/04/2012		N		496.01

Open

GL NUMBER	DESCRIPTION	AMOUNT
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount

591-564-775.003	LABORATORY SUPPLIES					496.01
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VENDOR TOTAL: 496.01

HOW SOFT	HOWELL SOFT CLOTH CAR WASH	11/12/2012	11-9-2012	GEN	PROPANE FOR WATER TRAILER	
54735	1009 S PINCKNEY RD	12/04/2012		N		19.98
11/12/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		19.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-775.000	MAINTENANCE SUPPLIES	19.98

VENDOR TOTAL: 19.98

HOW TOW UT	HOWELL TOWNSHIP UTILITIES	11/20/2012	11-20-2012	GEN	SEWER FEES	
54870	3525 BYRON RD.	12/04/2012		N		351.51
11/20/2012	HOWELL MI, 48855	/ /	0.0000	N		0.00
		12/04/2012		N		351.51

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-964.005	HOWELL TWP PMT - MCDONALDS	351.51

VENDOR TOTAL: 351.51

HUBBELL	HUBBELL ROTH & CLARK INC	11/02/2012	0120235	GEN	MULTI YEAR ST PROGRAM PHASE III	
54823	P O BOX 824	12/04/2012		N		40,190.84
11/02/2012	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		12/04/2012		N		40,190.84

Open

GL NUMBER	DESCRIPTION	AMOUNT
483-539-801.010	ENGINEERING / SURVEYOR	12,459.16
483-548-801.010	ENGINEERING / SURVEYOR	9,645.80
483-516-801.010	ENGINEERING / SURVEYOR	18,085.88
		40,190.84

HUBBELL	HUBBELL ROTH & CLARK INC	11/02/2012	0120236	GEN	HMY 11 DIPONIO COMPLAINT	
54821	P O BOX 824	12/04/2012		N		173.15
11/02/2012	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		12/04/2012		N		173.15

Open

GL NUMBER	DESCRIPTION	AMOUNT
481-516-801.000	PROFESSIONAL SERVICES	173.15

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount
HUBBELL 54822 11/02/2012	HUBBELL ROTH & CLARK INC P O BOX 824 BLOOMFIELD HILLS MI, 48303-0824	11/02/2012 12/04/2012 / / 12/04/2012	0120237 0.0000	GEN N N N	SWANN & WALNUT PARKING LOT EST	151.37 0.00 151.37
Open						
GL NUMBER 101-447-801.004	DESCRIPTION ENGINEERING SERVICES			AMOUNT 151.37		
HUBBELL 54815 11/02/2012	HUBBELL ROTH & CLARK INC P O BOX 824 BLOOMFIELD HILLS MI, 48303-0824	11/02/2012 12/04/2012 / / 12/04/2012	0120238 0.0000	GEN N N N	DRAINAGE @ BARNARD & HIGGINS	378.36 0.00 378.36
Open						
GL NUMBER 101-447-801.004	DESCRIPTION ENGINEERING SERVICES			AMOUNT 378.36		
HUBBELL 54856 11/02/2012	HUBBELL ROTH & CLARK INC P O BOX 824 BLOOMFIELD HILLS MI, 48303-0824	11/02/2012 12/04/2012 / / 12/04/2012	0120239 0.0000	GEN N N N	WELLHEAD PLAN REPORT	273.28 0.00 273.28
Open						
GL NUMBER 591-564-801.004	DESCRIPTION ENGINEERING SERVICES			AMOUNT 273.28		
HUBBELL 54816 11/02/2012	HUBBELL ROTH & CLARK INC P O BOX 824 BLOOMFIELD HILLS MI, 48303-0824	11/02/2012 12/04/2012 / / 12/04/2012	0120240 0.0000	GEN N N N	MDOT CLOSEOUT E SIBLEY ST	1,573.74 0.00 1,573.74
Open						
GL NUMBER 475-516-967.000	DESCRIPTION PROJECT COSTS			AMOUNT 1,573.74		
HUBBELL 54817 11/02/2012	HUBBELL ROTH & CLARK INC P O BOX 824 BLOOMFIELD HILLS MI, 48303-0824	11/02/2012 12/04/2012 / / 12/04/2012	0120241 0.0000	GEN N N N	MDOT CLOSEOUT W SIBLEY ST	168.81 0.00 168.81
Open						
GL NUMBER 476-516-967.000	DESCRIPTION PROJECT COSTS			AMOUNT 168.81		
HUBBELL 54818 11/02/2012	HUBBELL ROTH & CLARK INC P O BOX 824 BLOOMFIELD HILLS MI, 48303-0824	11/02/2012 12/04/2012 / / 12/04/2012	0120242 0.0000	GEN N N	MDOT CLOSEOUT GEORGE ST	126.48 0.00

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		

Open			12/04/2012		N		126.48
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GL NUMBER	DESCRIPTION	AMOUNT
476-516-967.000	PROJECT COSTS	126.48

HUBBELL	HUBBELL ROTH & CLARK INC	11/02/2012	0120243	GEN	GRAND PLAZA PLAN REVIEW	
54819	P O BOX 824	12/04/2012		N		441.00
11/02/2012	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		12/04/2012		N		441.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	441.00

HUBBELL	HUBBELL ROTH & CLARK INC	11/02/2012	0120244	GEN	S2 GRANT APPLICATION	
54820	P O BOX 824	12/04/2012		N		1,937.82
11/02/2012	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		12/04/2012		N		1,937.82

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-801.004	ENGINEERING SERVICES	1,937.82

VENDOR TOTAL: 45,414.85

IMAGE ONE	IMAGE ONE	11/02/2012	175273	GEN	TONER CARTRIDGE	
54857	13201 CAPITAL	12/04/2012		N		108.00
11/02/2012	OAK PARK MI, 48237	/ /	0.0000	N		0.00
		12/04/2012		N		108.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-727.000	OFFICE SUPPLIES	108.00

VENDOR TOTAL: 108.00

INSTITUTE	INSTITUTE OF CONTINUING LEGAL ED	11/02/2012	671426	GEN	MI REAL PROPERTY LAW	
54842	1020 GREENE ST	12/04/2012		N		102.50
11/02/2012	ANN ARBOR MI, 48109	/ /	0.0000	N		0.00
		12/04/2012		N		102.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-727.004	OFFICE SUPPLIES / BOOKS	102.50

VENDOR TOTAL: 102.50

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount

JACK DOHEN	JACK DOHENY SUPPLIES INC	11/07/2012	A60331	GEN	FILTERS FOR VACTOR	
54858	BOX 609	12/04/2012		N		297.44
11/07/2012	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		12/04/2012		N		297.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-775.000	MAINTENANCE SUPPLIES	297.44

VENDOR TOTAL: 297.44

JADE SCIE	JADE SCIENTIFIC, INC	11/12/2012	15629100	GEN	LAB SUPPLIES , CHLORINE METER	
54736	39103 WARREN RD	12/04/2012		N		504.88
11/12/2012	WESTLAND MI, 48185	/ /	0.0000	N		0.00
		12/04/2012		N		504.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	985.88
591-564-775.003	LABORATORY SUPPLIES	(481.00)
		504.88

VENDOR TOTAL: 504.88

LINCOLN NA	LINCOLN NATIONAL LIFE INSURANCE	11/02/2012	DEC2012	GEN	DISABILITY INSURANCE DEC 2012	
54810	P.O. BOX 0821	12/04/2012		N		2,490.12
11/02/2012	CAROL STREAM IL, 60132-0821	/ /	0.0000	N		0.00
		11/20/2012		N		2,490.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-081.001	DUE FROM REC AUTHORITY	112.06
101-000-081.000	DF OTHER GOVERNMENT UNITS	166.26
101-290-714.002	EMP DISABILITY / LIFE INSURANCE	2,175.52
248-728-714.002	EMP DISABILITY /LIFE INSURANCE	36.28
		2,490.12

VENDOR TOTAL: 2,490.12

LIV BUSIN	LIVINGSTON BUSINESS FORMS	11/02/2012	30323	GEN	BUSINESS CARDS - PERDU	
54813	107 W GRAND RIVER	12/04/2012		N		52.50
11/02/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/20/2012		N		52.50

PD CK# 76157 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount
101-722-727.000	OFFICE SUPPLIES					52.50
LIV BUSIN 54814	LIVINGSTON BUSINESS FORMS 107 W GRAND RIVER	11/02/2012 12/04/2012	30643	GEN N	BALLOON FEST PINS	1,659.00
11/02/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		1,659.00
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-747-880.006	MAYORS PINS				1,659.00	
LIV BUSIN 54873	LIVINGSTON BUSINESS FORMS 107 W GRAND RIVER	11/20/2012 12/04/2012	30951	GEN N	BUSINESS CARDS - RUPP	55.00
11/20/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		55.00
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-301-740.000	OPERATING SUPPLIES				55.00	
LIV BUSIN 54838	LIVINGSTON BUSINESS FORMS 107 W GRAND RIVER	11/02/2012 12/04/2012	30953	GEN N	BUSINESS CARDS - CARTWRIGHT	60.00
11/02/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		60.00
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-172-727.000	OFFICE SUPPLIES				60.00	
VENDOR TOTAL:						1,826.50
LIV CO ASS 54844	LIVINGSTON CO ASSESSOR'S ASSOCIATIO ANNE ALLEN - IOSCO TWP PO BOX 1079	11/02/2012 12/04/2012	2012CHRIS	GEN N	HOLIDAY LUNCHEON - NIEMI	25.00
11/02/2012	FOWLERVILLE MI, 48836-1079	/ /	0.0000	Y		0.00
		12/04/2012		N		25.00
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-191-840.000	DUES & MEMBERSHIPS				25.00	
VENDOR TOTAL:						25.00
HOMETOWN 54839	LIVINGSTON COUNTY PRESS & ARGUS NEW P.O. BOX 773964 3964 SOLUTIONS CENTER	11/15/2012 12/04/2012	566133	GEN N	COUNCIL PROCEEDINGS 11-15-2012	55.00
11/02/2012	CHICAGO IL, 60677-3009	/ /	0.0000	N		0.00

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	Post Date	CK Run Date	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

Open		12/04/2012		N		55.00
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GL NUMBER	DESCRIPTION	AMOUNT
101-101-900.000	PRINTING & PUBLISHING	55.00

HOMETOWN	LIVINGSTON COUNTY PRESS & ARGUS NEW	11/28/2012	566279	GEN	ANNUAL CITY REPORT 2011-12	
54911	P.O. BOX 773964	12/04/2012		N		110.00
	3964 SOLUTIONS CENTER					
11/20/2012	CHICAGO IL, 60677-3009	/ /	0.0000	N		0.00
		12/04/2012		N		110.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-900.000	PRINTING & PUBLISHING	110.00

HOMETOWN	LIVINGSTON COUNTY PRESS & ARGUS NEW	11/20/2012	566283	GEN	ANNUAL REPORT - TIFA	
54875	P.O. BOX 773964	12/04/2012		N		90.00
	3964 SOLUTIONS CENTER					
11/20/2012	CHICAGO IL, 60677-3009	/ /	0.0000	N		0.00
		12/04/2012		N		90.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
247-728-900.000	PRINTING & PUBLISHING	90.00

VENDOR TOTAL: 255.00

LOU'S	LOU'S GLOVES INC.	11/09/2012	001940	GEN	GLOVES	
54859	7700 W 79TH ST. STE 110	12/04/2012		N		170.00
11/09/2012	BRIDGEVIEW IL, 60455	/ /	0.0000	N		0.00
		12/04/2012		N		170.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-740.000	OPERATING SUPPLIES	170.00

VENDOR TOTAL: 170.00

MERIT LAB	MERIT LABORATORIES	11/20/2012	54518	GEN	TESTING FOR CYANIDE	
54879	2680 EAST LANSING DR	12/04/2012		N		65.00
11/20/2012	EAST LANSING MI, 48823	/ /	0.0000	N		0.00
		12/04/2012		N		65.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537-801.000	PROFESSIONAL SERVICES	65.00

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

VENDOR TOTAL: 65.00

MML	MICHIGAN MUNICIPAL LEAGUE	11/02/2012	HOWELL2013	GEN	MEMBERSHIP FEES FOR 2013	
54843	P.O. BOX 7409	12/04/2012	3	N		4,496.00
11/02/2012	ANN ARBOR MI, 48107-7409	/ /	0.0000	N		0.00
		12/04/2012		N		4,496.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-840.000	DUES & MEMBERSHIPS	4,496.00

VENDOR TOTAL: 4,496.00

MISS DIG	MISS DIG SYSTEM INC	11/20/2012	2013	GEN	ANNUAL MEMBERSHIP FEE	
54878	3285 LAPEER RD WEST	12/04/2012		N		402.28
11/20/2012	AUBURN HILLS MI, 48326	/ /	0.0000	N		0.00
		12/04/2012		N		402.28

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-850.004	COMMUNICATIONS - MISS DIG	201.14
591-536-850.004	COMMUNICATIONS - MISS DIG	201.14
		402.28

VENDOR TOTAL: 402.28

CROSSBOW I	NALCO CROSSBOW WATER	11/02/2012	2093553	GEN	EXCHANGE TANKS	
54851	NETWORK PLACE 24658	12/04/2012		N		238.04
11/02/2012	CHICAGO IL, 60673	/ /	0.0000	N		0.00
		12/04/2012		N		238.04

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-804.000	CONTRACTUAL SERVICES	238.04

VENDOR TOTAL: 238.04

NVB PLAY	NVB PLAYGROUNDS, INC	11/13/2012	9695	GEN	SPIRAL SLIDE	
54860	10725 HIDDEN OAK WAY	12/04/2012		N		4,922.00
11/13/2012	INDIANAPOLIS IN, 46236	/ /	0.0000	N		0.00
		12/04/2012		N		4,922.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-757-970.000	CAPITAL OUTLAY / EQUIPMENT	4,922.00

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	Post Date	CK Run Date	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

VENDOR TOTAL: 4,922.00

BUS HEALTH	OCCUPATIONAL HEALTH CENTER	11/20/2012	708561176	GEN	DOT RECERTIFICATION - SCHLUSLER	
54862	P.O. BOX 5106	12/04/2012		N		47.50
11/20/2012	SOUTHFIELD MI, 48086-5106	/ /	0.0000	N		0.00
		12/04/2012		N		47.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-270-835.000	PHYSICALS / MEDICAL EXPENSE	47.50

VENDOR TOTAL: 47.50

OFFICE DEP	OFFICE DEPOT	11/12/2012	631817126001	GEN	JANITORIAL SUPPLIES	
54737	P O BOX 633211	12/04/2012		N		19.19
11/12/2012	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		12/04/2012		N		19.19

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	19.19

OFFICE DEP	OFFICE DEPOT	11/12/2012	631817168001	GEN	OFFICE SUPPLIES WTP & DPW	
54753	P O BOX 633211	12/04/2012		N		44.43
11/12/2012	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		12/04/2012		N		44.43

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-727.000	OFFICE SUPPLIES	11.27
641-441-727.000	OFFICE SUPPLIES	33.16
		<u>44.43</u>

OFFICE DEP	OFFICE DEPOT	11/20/2012	633105419001	GEN	BATTERIES, ENVELOPES, HOOK, PENS, C	
54881	P O BOX 633211	12/04/2012		N		50.38
11/20/2012	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		12/04/2012		N		50.38

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-727.000	OFFICE SUPPLIES	7.88
101-722-727.000	OFFICE SUPPLIES	33.55
101-172-727.000	OFFICE SUPPLIES	8.95
		<u>50.38</u>

OFFICE DEP	OFFICE DEPOT	11/20/2012	633466198001	GEN	OFFICE SUPPLIES	
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	PO	Disc. %	Sep CK	Discount
Invoice Date	City/State/Zip	Due Date			1099	Net Amount
54880	P O BOX 633211	12/04/2012		N		95.38
11/20/2012	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		12/04/2012		N		95.38

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-727.000	OFFICE SUPPLIES	95.38
VENDOR TOTAL:		209.38

PAYROLL	PAYROLL FUND	11/02/2012	11-17-2012	GEN	PAY ENDING 11-17-2012	
54827		12/04/2012		N		167,611.32
11/02/2012	,	/ /	0.0000	N		0.00
		11/20/2012		N		167,611.32

PD CK# 76195 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-000-001.002	PAYROLL CHECKING	167,611.32
VENDOR TOTAL:		167,611.32

PERKINS, D	PERKINS, DENNIS L	11/20/2012	11262012	GEN	NOVEMBER 2012	
54872	105 E GRAND RIVER	12/04/2012		N		5,619.00
11/20/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		Y		5,619.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.002	LEGAL FEES - RETAINER	1,050.00
101-266-826.003	LEGAL FEES - CRIMINAL	546.00
101-266-826.004	LEGAL FEES - CIVIL	3,843.00
101-266-860.000	CONFERENCE /TRANSPORTATION	30.00
101-266-826.004	LEGAL FEES - CIVIL	150.00
VENDOR TOTAL:		5,619.00

PRIORITY L	PRIORITY HEALTH	11/02/2012	123190004884	GEN	DECEMBER MEDICAL COVERAGE	
54840	3915 MOMENTUM PLACE	12/04/2012		N		47,727.24
11/02/2012	CHICAGO IL, 60689-5339	/ /	0.0000	N		0.00
		11/20/2012		N		47,727.24

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-290-714.000	EMPLOYEE MEDICAL INSURANCE	34,184.95
101-000-081.001	DUE FROM REC AUTHORITY	2,908.77
248-728-714.000	EMPLOYEE MEDICAL INSURANCE	358.95

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	Post Date	CK Run Date	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

101-290-714.001	CITY SHARE MED INS RETIREE					7,616.54
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS					2,378.42
101-270-804.006	MI CLAIMS TAX					279.61
						47,727.24

VENDOR TOTAL: 47,727.24

PROGRESSIV	PROGRESSIVE SWEEPING CONTRACTORS	11/20/2012	62298	GEN	STREET SWEEPING OCT 2012	
54886	5202 ENTERPRISE BLVD., SUITE B	12/04/2012		N		1,229.30
11/20/2012	TOLEDO OH, 43612	/ /	0.0000	N		0.00
		12/04/2012		N		1,229.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-286-804.003	CONTRACT SERV - SWEEPING	304.19
202-463-804.003	CONTRACT SERV - SWEEPING	925.11
		1,229.30

VENDOR TOTAL: 1,229.30

SCHLUSLER	SCHLUSLER LARRY WILLIAM	11/12/2012	2012-CDL	GEN	REIMBURSE CDL	
54759	8446 SCHREPFER	12/04/2012		N		25.00
11/12/2012	HOWELL MI, 48855	/ /	0.0000	N		0.00
		11/20/2012		Y		25.00

PD CK# 76177 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-270-840.000	DUES & MEMBERSHIPS	25.00

VENDOR TOTAL: 25.00

SEHI COMPU	SEHI COMPUTER PRODUCTS, INC	11/12/2012	I00090474	GEN	OFFICE SUPPLIES AND PRINTER PAPER	
54755	2930 BOND ST	12/04/2012		N		96.93
11/12/2012	ROCHESTER HILLS MI, 48309	/ /	0.0000	N		0.00
		12/04/2012		N		96.93

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-727.000	OFFICE SUPPLIES	96.93

VENDOR TOTAL: 96.93

SMEDE-SON	SMEDE-SON STEEL & SUPPLY INC	11/29/2012	30008602	GEN	REROD FOR COLUMBARIUM	
54913	7288 GRAND RIVER	12/04/2012		N		17.34
11/20/2012	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		12/04/2012		N		17.34

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Invoice	Bank	Invoice Description	
Ref #	Address	Post Date	CK Run Date	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
		Due Date		1099		Net Amount

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-967.000	PROJECT COSTS	17.34
VENDOR TOTAL:		17.34

NEXTEL COM	SPRINT	10/31/2012	531059231-087	GEN	CELLULAR COMMUNICATIONS OCT 2012	
54801	P O BOX 4181	12/04/2012		N		1,181.35
10/31/2012	CAROL STREAM IL, 60197-4181	/ /	0.0000	Y		0.00
		12/04/2012		N		1,181.35

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-956.000	MISCELLANEOUS	21.15
101-172-850.000	COMMUNICATIONS - TELEPHONES	86.15
101-228-850.005	COMMUNICATIONS - CELL PHONES	100.06
101-276-850.005	COMMUNICATIONS - CELL PHONES	42.70
101-301-850.000	COMMUNICATIONS - TELEPHONES	582.50
101-722-850.005	COMMUNICATIONS - CELL PHONES	21.55
248-729-850.000	COMMUNICATIONS - TELEPHONES	92.12
590-564-850.000	COMMUNICATIONS - TELEPHONES	21.15
591-564-850.000	COMMUNICATIONS - TELEPHONES	21.15
640-441-850.000	COMMUNICATIONS - TELEPHONES	172.30
641-441-850.000	COMMUNICATIONS - TELEPHONES	21.15
101-301-850.000	COMMUNICATIONS - TELEPHONES	(0.63)
VENDOR TOTAL:		1,181.35

DEQ	STATE OF MICHIGAN	11/20/2012	787005	GEN	ANNUAL CERTIFICATION	
54863	DEQ/ESSD ACCOUNTING	12/04/2012		N		200.00
	P.O. BOX 30657					
11/20/2012	LANSING MI, 48909-8157	/ /	0.0000	Y		0.00
		12/04/2012		N		200.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-751.000	GASOLINE & DIESEL FUEL	200.00
VENDOR TOTAL:		200.00

STATE TAX	STATE OF MICHIGAN	11/02/2012	2013	GEN	RENEWAL FEE - NIEMI	
54845	ATTN: ELI PROUT	12/04/2012		N		150.00
	P.O. BOX 30471					
11/02/2012	LANSING MI, 48909-7971	/ /	0.0000	N		0.00
		12/04/2012		N		150.00

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Invoice	Bank	Invoice Description	
Ref #	Address	Post Date	CK Run Date	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
		Due Date		1099		Net Amount

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-840.000	DUES & MEMBERSHIPS	150.00

VENDOR TOTAL: 150.00

SWANNS	SWANN'S CLOTHING STORE	11/02/2012	6056	GEN	WINTER CLOTHING ALLOWANCE - WOOSLEY	
54841	214 N WALNUT	12/04/2012		N		30.98
11/02/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		30.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-741.000	UNIFORMS/CLOTHING ALLOWANCE	30.98

SWANNS	SWANN'S CLOTHING STORE	11/20/2012	6058	GEN	WINTER CLOTHING ALLOWANCE - ANDERSON	
54864	214 N WALNUT	12/04/2012		N		73.98
11/20/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		73.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-741.000	UNIFORMS/CLOTHING ALLOWANCE	73.98

SWANNS	SWANN'S CLOTHING STORE	11/20/2012	6062	GEN	WINTER CLOTHING ALLOWANCE - GARDYNI	
54888	214 N WALNUT	12/04/2012		N		59.99
11/20/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		59.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-741.000	UNIFORMS/CLOTHING ALLOWANCE	59.99

SWANNS	SWANN'S CLOTHING STORE	11/20/2012	6066	GEN	WINTER CLOTHING ALLOWANCE - WOOSLEY	
54887	214 N WALNUT	12/04/2012		N		54.99
11/20/2012	HOWELL MI, 48843	/ /	0.0000	N		0.00
		12/04/2012		N		54.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-741.000	UNIFORMS/CLOTHING ALLOWANCE	54.99

VENDOR TOTAL: 219.94

SYNAGRO	SYNAGRO CENTRAL, LLC	11/12/2012	20-108291	GEN	TEST BIOSOLIDS	
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	Disc. %	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date		1099		Net Amount
54763	C/O SYNAGRO TECHNOLOGIES INC	12/04/2012		N		325.00
	7533 COLLECTIONS CENTER DR					
11/12/2012	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		12/04/2012		N		325.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-804.013	CONTRACT SERV - SLUDGE HAULING	325.00

VENDOR TOTAL: 325.00

MISC	DESCRIPTION	Post Date	Invoice	Bank	Invoice Description	Gross Amount
54812	TLS OUTDOOR	11/02/2012	082012	GEN	RELEASE ESCROW	
		12/04/2012		N		200.00
11/02/2012	,	/ /	0.0000	Y		0.00
		11/20/2012		N		200.00

PD CK# 76189 11/20/2012

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	200.00

VENDOR TOTAL: 200.00

TRACTOR-IA	DESCRIPTION	Post Date	Invoice	Bank	Invoice Description	Gross Amount
54885	TRACTOR SUPPLY COMPANY	11/20/2012	77388	GEN	25 GAL SPRAYER	
	P O BOX 689020	12/04/2012		N		179.99
11/20/2012	DES MOINES IA, 50368-9020	/ /	0.0000	N		0.00
		12/04/2012		N		179.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-740.019	OPER SUPP/SMALL EQUIPMENT	179.99

VENDOR TOTAL: 179.99

USA BLUEBK	DESCRIPTION	Post Date	Invoice	Bank	Invoice Description	Gross Amount
54883	USA BLUEBOOK	11/20/2012	817399	GEN	WRENCH	
	P O BOX 9004	12/04/2012		N		95.91
11/20/2012	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		12/04/2012		N		95.91

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-740.004	OPERATING SUPPLIES / TOOLS	95.91

VENDOR TOTAL: 95.91

MISC	DESCRIPTION	Post Date	Invoice	Bank	Invoice Description	Gross Amount
54809	VALENTINE, DEBRA	11/02/2012	914 TANAGER	GEN	REFUND WATER BILL	
		12/04/2012		N		44.87
11/02/2012	,	/ /	0.0000	Y		0.00

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		

			11/20/2012		N		44.87
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GL NUMBER	DESCRIPTION	AMOUNT
591-536-644.000	WATER COMMODITY CHARGES	22.44
590-536-644.001	SEWER COMMODITY CHG/PLANT	22.43
		<u>44.87</u>

VENDOR TOTAL: 44.87

VWR INT	VWR INTERNATIONAL LLC	11/20/2012	8052144241	GEN	LAB SUPPLIES	
54869	P O BOX 640169	12/04/2012		N		324.45
11/20/2012	PITTSBURGH PA, 15264-0169	/ /	0.0000	N		0.00
		12/04/2012		N		324.45

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	324.45

VWR INT	VWR INTERNATIONAL LLC	11/20/2012	8052144242	GEN	LAB SUPPLIES	
54868	P O BOX 640169	12/04/2012		N		105.42
11/20/2012	PITTSBURGH PA, 15264-0169	/ /	0.0000	N		0.00
		12/04/2012		N		105.42

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	105.42

VWR INT	VWR INTERNATIONAL LLC	11/20/2012	8052147711	GEN	LAB SUPPLIES	
54867	P O BOX 640169	12/04/2012		N		377.27
11/20/2012	PITTSBURGH PA, 15264-0169	/ /	0.0000	N		0.00
		12/04/2012		N		377.27

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	377.27

VWR INT	VWR INTERNATIONAL LLC	11/20/2012	8052168594	GEN	LAB SUPPLIES	
54865	P O BOX 640169	12/04/2012		N		42.32
11/20/2012	PITTSBURGH PA, 15264-0169	/ /	0.0000	N		0.00
		12/04/2012		N		42.32

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	42.32

VWR INT	VWR INTERNATIONAL LLC	11/20/2012	8052185107	GEN	LAB SUPPLIES	
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EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Vendor Code	Vendor name	A/P Post Date	Invoice CK Run Date	Bank Hold	Invoice Description	Gross Amount
Ref #	Address	Disc. Date	PO	Sep CK		Discount
Invoice Date	City/State/Zip	Due Date	Disc. %	1099		Net Amount
54866	P O BOX 640169	12/04/2012		N		80.06
11/20/2012	PITTSBURGH PA, 15264-0169	/ /	0.0000	N		0.00
		12/04/2012		N		80.06

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	80.06
VENDOR TOTAL:		929.52

WASTE MAN	WASTE MANAGEMENT OF MICHIGAN	11/12/2012	NOV 2012	GEN	NOV 2012 CITY SERVICES	
54767	ATTN: JENNIFER ADAMS	12/04/2012		N		39,100.47
	48797 ALPHA DR SUITE 150	/ /	0.0000	N		0.00
11/12/2012	WIXOM MI, 48393	12/04/2012		N		39,100.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
226-528-804.019	CONTR SERV - CBD COMPACTOR	164.25
641-441-920.003	UTILITIES - RUBBISH	289.64
101-276-920.003	UTILITIES - RUBBISH	289.64
101-751-920.003	UTILITIES - RUBBISH	289.64
226-528-804.019	CONTR SERV - CBD COMPACTOR	1,845.48
226-528-804.019	CONTR SERV - CBD COMPACTOR	615.16
226-528-804.019	CONTR SERV - CBD COMPACTOR	922.74
226-528-804.019	CONTR SERV - CBD COMPACTOR	922.74
101-747-881.002	RECYCLE LIVINGSTON SERVICES	36.21
101-265-920.003	UTILITIES - RUBBISH	289.64
226-528-804.019	CONTR SERV - CBD COMPACTOR	922.74
101-000-081.001	DUE FROM REC AUTHORITY	144.82
101-000-081.001	DUE FROM REC AUTHORITY	144.82
226-528-804.020	CONTR SERV-CORRUGATED CARDBRD	287.04
226-528-804.020	CONTR SERV-CORRUGATED CARDBRD	143.52
226-528-804.020	CONTR SERV-CORRUGATED CARDBRD	215.28
226-528-804.020	CONTR SERV-CORRUGATED CARDBRD	287.04
226-528-804.020	CONTR SERV-CORRUGATED CARDBRD	215.28
226-528-648.009	RECYCLABLE REIMBURSEMENT	(166.40)
226-528-804.016	CONTRACT SERV - RESIDENT PICKP	24,562.62
226-528-804.017	CONTRACT SERV - RES CURB CART	5,070.58
226-528-804.017	CONTRACT SERV - RES CURB CART	302.56
226-529-804.015	CONTRACT SERV - YARD WST PROG	1,492.43
226-528-648.009	RECYCLABLE REIMBURSEMENT	(187.00)
VENDOR TOTAL:		39,100.47

EXP CHECK RUN DATES 12/04/2012 - 12/04/2012
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code	Vendor name	A/P	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		
TOTAL - ALL VENDORS:							404,788.30

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: SHEA CHARLES, CITY MANAGER
DATE: NOVEMBER 29, 2012
RE: RETREAT FORMAT

The City's annual retreat is scheduled for Saturday, February 2nd from 8:30 am to 4:00 pm. During the November 26th meeting City Council expressed a number of opinions on the format and purpose of the retreat. City Council did provide clear direction on staff reports and limiting the amount of time for the reports. The question on how to structure the balance of the retreat is still outstanding.

Many communities conduct an annual retreat using the time to set or reaffirm long term visions, identify short and long term goals. The City of Howell has also typically used the retreat as a starting point for the budget process. City staff has used the general direction and goals that the Mayor and Council put forth during the retreat to develop work plans and departmental budgets.

The 2012 retreat was a bit different, and City Staff came away with a list of specific work plan items to accomplish. City staff is working through last year's items which are in our departmental work plans. I anticipate that they will be substantially completed by the end of this fiscal year.

Looking forward to the 2013 retreat, it is apparent to me and other senior staff members that it may be time to define the City's long term vision. Given that the issues from the 2012 task list will either be resolved or substantially completed by next summer, we must now ask the question: "what's next?" The City Council, the community, and many external factors are evolving. To set us on a path to get to where we want to be over the next 20 to 25 years, we need a long term vision. I would propose that the 2013 retreat be focused on that long term vision, moving away from the "to do list" format that we followed last year. Some of the core questions that should be considered during the retreat include:

- How do you see Howell now?
- How would you like to see Howell in the future?
- What role do you feel local government should play to get us there?

In thinking about these issues I am recommending the City Council consider two proposals. The first is to engage a facilitator to assist with the annual retreat. The facilitator will help lead the retreat and assure the day is productive. Specific tasks for the

facilitator would include helping with communication, focusing the group on “big picture” issues, facilitating appropriate staff input, and helping the group work toward consensus on a vision and/or guiding principles & actions for the City. Knowing that this is a lofty task for a one-day retreat, the second proposal is to start the process of engaging in a community-wide yearlong Strategic Planning Process – perhaps called Howell 2035.

I look forward to City Council’s input on these ideas.

A handwritten signature in black ink, appearing to read 'Shea Charles', with a large, stylized initial 'S'.

Shea Charles
City Manager

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