

Subject: Special Executive Board Meeting for Millianigan Corporation

Date: August 1st 2009 10:00 AM

Members in attendance: President Bill Sabodar, Vice President Dave Ewing, Treasurer Dick Bruno and Secretary June Stroud

Members absence: Former President Larry Lubs and Chairman of Building and Grounds Andy Walters

The President Bill Sabodar called the meeting to order at 10:10 AM on Saturday, August 1st 2009. The meeting was called to discuss the well issue by the DEQ and the disbursement of the insurance check received by the corporation from Stone's insurance carrier. The contractor Ken Smith reified the situation concerning the water line break issue during the construction of the McCullough home of which Stone was a sub contractor.

At the spring meeting Bill informed all that the DEQ checked the well. Paul Delano had called them on the issue that Millianigan was not in compliance. Since the meeting the following has occurred. Millianigan has received a letter on June 9th from the DEQ that we are in violation that we are a class 1 not a class 3 water system. A class 1 well has monthly testing in addition to other matters. Since the receipt of the letter Millianigan has obtained Attorney Cliff Bloom the Riparian Attorney that PJC used. Dick sent the Attorney copies of all of the residents and which are year around (full time). The letter informed him as to which cabins have the capabilities to be year around or not. Our Attorney Cliff Bloom sent back affidavits for four members to sign, these being Sabodor's, Ewing's, Walters's and Wail's. These cabins do not have insulation, furnace and such. This would put Millianigan and thirteen on the well full time (not including Lawton's and Delano's). To remain on a class 3 there must be under fifteen (14 or less) full time on the well. A list including the Francis's and Bruno's residents that do not stay full time in the winter and drain their water system was also sent. We are now waiting on the decision of the DEQ to see if this puts Millianigan back to being a class 3. There is nothing yet on the Grandfather clause yet either. The Attorney will inform us probably next week? There is a bill from the Attorney for \$720 currently to be paid. If this does not work there will need to be discussion made at to fall meeting as to the next step litigation or new well or wells? The full time occupancy is the issue. A motion was made and seconded all in attendance approved to pay the \$720 Attorneys' bill to date.

The disbursement of the insurance check from Stone insurance received by the corporation was discussed. The check issued for \$2058.60. This check included the following breakdown:

1. \$785.00 labor to install a new pump that was not needed. The corporation paid for the new parts.
2. \$180.00 well chlorination
3. \$100.00 labor for Andy Walters (4 hrs @ \$25 per hr)
4. \$150.00 labor for Dick Bruno (10 hrs @ \$15 per hr)
5. \$60.00 labor for Bill Francis (4 hrs @ \$15 per hr)
6. \$83.60 water testing expenses
7. \$700.00 hardship & extra expenses for 7 households living here during crises
Dick made the board a where that both he and Bill Francis were not able to modify the original claim for their additional labor. The additional labor was for trips to the

township hall for water test materials, time spent with Smith to receive the insurance claim and other such items. A motion was made, seconded and approved to adjust their labor claim from the hardship expense. Dick Bruno will receive \$200.00 and Bill Francis will receive \$100.00. Andy Walter will receive \$100.00. The rest of the hardship monies will go back to the corporation.

The board discussed the use of the Walters tractor at Millianigan to move two truckloads of sand and two truckloads of rocks for the island. One truckload of rocks will still need moved when delivered yet this fall. The board agreed to pay Andy Walters \$200.00 for the use of the tractor.

The meeting was adjourned by Bill Sabodor.

Sincerely Millianigan Secretary,
June A. Stroud

SmartZone Communications Center Collaboration Suite

dickandar@comcast.net

Fwd: Millianigan Well Expenses**Monday, November 24, 2008 10:52:35 AM**

From: dickandar@comcast.net

To: debmcc@indy.rr.com

Cc: billmarysabodor@att.net

Bcc: wfrancis781@comcast.net; dickandar@comcast.net

Mark,

Following is what has been worked out as expenses for our water crises. I will give a copy of this to Ken Smith as it is his responsibility to rectify the situation.

I would also like to call your attention to the Millianigan Rules and Regulations - specifically number 19 - that states one third of the contractual price will be withheld until the terms of the contract have been fulfilled and the committee is satisfied that the property has been restored to its original state. Obviously, restoring the property will not be a small task. If you have any questions on this please give Bill Sabodor or me a call.

Wishing you and your family a Happy Thanksgiving.

Dick Bruno, Treasurer

The Millianigan Board has agreed that some of the expenses connected to our recent water problems should be assessed to the contractor(s) involved in the construction of the McCullough home. In addition to the expended monies, the Board feels some compensation is due for member labor associated with the problem and also for punitive damages due to the extended outage which caused hardships on several families.

On 10/7, our main water line was broken during excavation and was not fully repaired for more than 72 hours. During that time, there was no water pressure to shower, flush toilets, wash clothes, etc. According to the contractor(s), our lack of pressure was due to our pump no longer working properly. As a result, a new pump was installed at a cost of \$2,353 of which \$785 of that amount was for labor.

In addition, the integrity of our well system was compromised. This was verified when water samples were sent to the DEQ which tested positive for Coliform.

In order to correct the contaminated water, it was necessary to have the well chlorinated (\$180). This process was very time consuming as all 17 homes had to have water run through every faucet inside and outside the houses in order to have the chlorine cleanse the entire system. After 24 hours, this process was repeated in all 17 homes to flush the chlorine out of the system. Additional water samples were sent to DEQ and finally on 11/20 we received the final report that Coliform and E.coli bacteria were not detected. That makes a total of 45 days before we were certain our water was normal. Most of those 45 days were days in which there was no water pressure and/or the water was

contaminated. The thought of having used contaminated water to shower, brush teeth, cook, wash clothes, etc. is disgusting.

Following is a breakdown for remuneration:

\$785.00 labor to install a new pump that wasn't needed. The Corporation will pay for the new parts.

180.00 well chlorination

100.00 labor for Andy Walters (4 hours @ \$25 per hour)

150.00 labor for Dick Bruno (10 hours @ \$15 per hour)

60.00 labor for Bill Francis (4 hours @ \$15 per hour)

83.60 water testing expenses

700.00 hardship and extra expenses for 7 households living here during the crises

\$ 200
\$ 100

3,058.60

Total remuneration is ~~\$2,085.60~~. A check for that amount should be made out to Millianigan, Inc. and sent to:

Richard Bruno, Treasurer
68716 Twilight Street
Edwardsburg, Mi. 49112

Receipts for all of the above expenses are available upon request.