

**OSCODA TOWNSHIP  
REGULAR BOARD MEETING  
AGENDA & NOTICE  
July 12, 2021 - 7:00 P.M.**

**Watch Virtual:**

<https://us02web.zoom.us/j/86991107767>

**Call-in: (929)205-6099 Meeting ID: 869 9110 7767**

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Posted Date: July 8, 2021

Press Notification Date: July 8, 2021

Posted by: Tammy Kline

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA ADDITIONS:**

**PRESENTATION: Invoice Cloud Presentation**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**Approval of Minutes:**

1. Work Session Meeting Minutes – June 25, 2021
2. Regular Meeting Minutes – June 28, 2021

**Finance:**

1. Payment of Bills (Oscoda Township) – Total - \$132,056.24
  - a. Prepaid – July 7, 2021 - \$33,597.38
  - b. Check Run – July, 2021 - \$98,458.86

**SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)**

1. Oscoda Wurtsmith Airport Authority

**SUPERINTENDENT'S REPORT ----- Kline**

1. Invoice Cloud
2. IT Right Revised Contract
3. Legal Services - Misdemeanors

**RESOLUTIONS:**

1. Resolution No. 2021- 20: Authorize Issuance of Capital Improvement Bonds
2. Resolution No. 2021-21: Truth in Taxation Public Hearing
3. Ordinance 2021-270: Commercial Marihuana Facilities Ordinance

**OTHER:**

1. Wrecker Policy
2. GIS Annual Maintenance Costs

**PUBLIC COMMENTS:**

**BOARD COMMENTS:**

**INFORMATIONAL:**

1. Water Loss – First Half 2021
2. OTPD June Activity Report
3. HSRUA O&M Report – June 2021

**Disclaimer of Electronic Meeting of the Township Board of Trustees:**

In accordance with Ordinance 2021-269, the Oscoda Township Board is meeting electronically to maintain compliance with the declaration of a local STATE OF EMERGENCY and thereby allowing continuation of the practice of public meeting attendance by virtual electronic means. Members of the public may participate in the meeting electronically using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, and meeting ID). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211

[https://oscodatownshipmi.gov/government\\_departments/boards\\_and\\_commissions/township\\_board\\_of\\_trustees/index.php](https://oscodatownshipmi.gov/government_departments/boards_and_commissions/township_board_of_trustees/index.php)

There is a public comment period during the meeting. People that have joined the meeting via the Internet can indicate that they want to speak during public comment using the "raise your hand" function; or they can type their comments in the chat function. Those that have joined by phone will be called upon to see if they have a public comment. The Charter Township of Oscoda Board of Trustees will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon a seven-day notice to the Oscoda Township Board by writing or calling the following: Township Clerk, Oscoda Township Hall, 110 South State Street, Oscoda, Michigan 48750, 989-739-3211 Ext.220.

## Work Session Minutes June 25, 2021

**Roll Call** – Ms. Richards called the meeting to order at 4:04 p.m. at Zoom Meeting.  
<https://us02web.zoom.us/j/83782831458> Meeting ID: 837 8283 1458 Call In: (929) 205 6099

Board Members Present: Mr. Sutton, Mr. Palmer, Ms. Richards, Mr. Wusterbarth, Ms. McGuire, Mr. Spencer

Board Members Absent: Mr. Cummings  
Others Present: Ms. Kline, Mr. Dickerson

### **CONSENT AGENDA:**

#### **Approval of Minutes:**

1. Work Session Meeting Minutes – June 11, 2021
2. Regular Meeting Minutes – June 14, 2021

#### **Finance:**

1. **Payment of Bills (Oscoda Township) – Total - \$135,445.84**
  - a. Prepaid – June 22, 2021 - \$100,274.30
  - b. Check Run – June 29, 2021 - \$35,171.54.

### **SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)**

1. Engineering Report – Rowe Engineering
2. EIC Director Report

### **SUPERINTENDENT'S REPORT -----**

#### **Mitchell**

1. Lake Street Development Property MOU
2. MDOT/EIC Downtown Walkability Improvements
3. IT Contract Placeholder
4. Fire Truck Sale
5. Fire Department Equipment Purchase
6. Vactor Truck Repairs
7. OOP Appropriations Request
8. 2022 Vactor Truck Order
9. Forest Service Agreement

10. Metropolitan Extension
11. Demolition RFP
12. Oscoda C through H Water Main Proposal
13. Book Drop Box for Library

**RESOLUTIONS:**

1. Resolution No. 2021- 19 – Resolution Replacing the Authorized Representative for Grant Applications, Agreements and Grant Reporting
2. Resolution No. 2021-20 – Civil Infraction Officer

**OTHER:**

1. Schedule 1<sup>st</sup> Budget Work Session
2. Downtown Mural Project Request
3. Rowe Engineering Proposal – Conceptual Drawings for Furtaw Public Meetings and RFP's
4. North American Summit Budget Request
5. DPW Maintenance 1 Hire Request
6. Governance Agreement
7. Code Compliance Officer Resignation
8. Part Time Treasurer Assistant Hire Request
9. HSRUA Board Appointment
10. Planning Commission Tablet Purchase
11. Board/Committee Recruitment and Application Materials
12. Temporary Suspension of Pre-Board Work Sessions
13. In Person Meetings

**INFORMATIONAL:**

1. Payroll Clarification

**Consider Need for Follow Up/Additional Information –**

Clerk to send updated minutes and attorney email to the board.

Board members check schedule for last week of July to set Budget work session.

Have Bill clarify price on Vactor truck.

Forestry- can we get financial aid.

The road proposal will be emailed to the board.

**Amendments:**

Addition of hiring a Firm to replace our superintendent.

**AGENDA ADDITIONS:**

None

**Public Comment** – None

**Adjourn** – Ms. Richards adjourned the meeting at 6:00 p.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-3344

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## Regular Board Meeting Minutes June 28, 2021

**Call to Order** – Ms. Richards called the meeting to order at 7:03 p.m. The meeting was held virtually at web address: <https://us02web.zoom.us/j/84202777248> Call-in: (929)205-6099 Meeting ID: 842 0277 7248

### PLEDGE OF ALLEGIANCE

**Roll Call** – Board Members Present: [Mr. Spencer, Mr. Cummings, Mr. Wusterbarth, Ms. McGuire, Mr. Sutton, Mr. Palmer, Ms. Richards.]

Board Members Absent:

Others Present: [Ms. Kline.] , Mr. Dickerson, Mr. Freeman, Mr. Freel

**Additions** – Mr. Sutton supported a motion by Mr. Spencer to Approve addition of 643 Bissonette Rd Demolition and payroll clarification to the agenda and remove Form Base Code from the agenda.

ALL YEAS:

NAYS:

MOTION CARRIED

### **Public Comment** –

**Brian Haley**- Spoke about Resolution 2021-19 and Furtaw Field.

**Consent Agenda** – Mr. Sutton supported a motion by Ms. McGuire to Approve the Minutes: **1.** Work Session Meeting Minutes – June 11, 2021, **2** Regular Meeting Minutes – June 14, 2021. **1.** Payment of Bills (Oscoda Township) – Total - \$135,445.84 a. Prepaid – June 22, 2021 - \$100,274.30, b. Check Run – June 29, 2021 - \$35,171.54

ALL YEAS:

NAYS:

MOTION CARRIED

Oscoda Township Regular Board Meeting Minutes

June 28, 2021

Page 1 of 9

## **SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)**

### **SUPERINTENDENT REPORTS:**

1. **Engineering Report – ROWE Engineering**
2. **EIC Director Report**

**Lake Street Development Property MOU** – Mr. Palmer supported a motion by Mr. Spencer to approve *the sale of the Lake St. Redevelopment site to the AmeriLodge Group in the amount of \$400,000 for the purpose of constructing a Holiday Inn Express hotel.*

ALL YEAS: Mr. Palmer, Mr. Spencer, Mr. Wusterbarth, Mr. Sutton, Ms. Richards

NAYS: Ms. McGuire

MOTION CARRIED

**MDOT/EIC Downtown Walkability Improvements** – Mr. Cummings supported a motion by Mr. Spencer to approve *MDOT to paint additional crosswalks and the intersections of US23 and Dwight St and US23 and Michigan St and accept the long-term maintenance across the local streets.*

ALL YEAS

MOTION CARRIED

**IT Contract Placeholder** – Discussion on contract and moving forward.

**Fire Truck Sale**– Mr. Sutton supported a motion by Mr. Palmer to approve *reducing the sale price for 30 days to \$8,000 then after another 30 days at \$5,000. If no sale after 60 days, consider offering to another Township..*

ALL YEAS:

NAYS:

MOTION FAILED

**Fire Department Equipment Purchase**– Mr. Sutton supported a motion by Mr. Spencer to approve *the fire equipment request in the amount of \$6,912.00 to be paid out of 101-336-980.000..*

ALL YEAS:

NAYS:

MOTION CARRIED

**Vector Truck Repairs** – Mr. Palmer supported a motion by Mr. Spencer to *approve the invoices for Doheny (\$6,523.13) to be paid from ½ 590-000931.000 and 591-000-931.000.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Vector Truck Repairs** – Mr. Wusterbarth supported a motion by Mr. Spencer to *approve the invoices Northern Truck Repair (\$2,058.73) to be paid from ½ 590-000931.000 and 591-000-931.000.*

ALL YEAS:

NAYS:

MOTION CARRIED

**OOP Appropriations Request** – Mr. Palmer supported a motion by Mr. Spencer to *approve the appropriations request in the amount of \$5,600.00 to be applied to 509-000-775.000.*

YEAS:

NAYS:

MOTION CARRIED

**2022 Vector Truck Order** – Mr. Sutton supported a motion by Mr. Spencer to *approve the request to begin building the new vector to be purchased in 2022 per the Capital Improvement Plan and approving the purchase price of \$473,128.00 to be split half between 590 Sewer Fund and 591 Water Fund when completed in 2022.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Forest Service Agreement** – Ms. McGuire supported a motion by Mr. Spencer to *approve the agreement to be executed by the Township's Fire Chief, Allan MacGregor.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Metropolitan Extension** – Mr. Cummings supported a motion by Mr. Palmer to *approve the Metropolitan Extension with the recommended corrections stated by Rowe and authorize the Township Clerk and Supervisor to execute the documents.*

Oscoda Township Regular Board Meeting Minutes

June 28, 2021

Page 3 of 9



ALL YEAS:  
NAYS:

MOTION CARRIED

**Demolition RFP** – Mr. Wusterbarth supported a motion by Ms. McGuire to adopt *the RFP for Demolition Services with modification per project.*

ALL YEAS:  
NAYS:

MOTION CARRIED

**Oscoda C through H Water Main Proposal** – Mr. Cummings supported a motion by Mr. Sutton to approve *the \$621,310.00 ROWE Proposal for the Water Main Extension Oscoda C through H as those phases become funded.*

ALL YEAS:  
NAYS:

MOTION CARRIED

**Book Drop Box for Library** – Ms. Richards supported a motion by Mr. Spencer to approve the purchase of a book drop box for \$5376.79.

ALL YEAS:  
NAYS:

MOTION CARRIED

**Book Drop Box for Library** – Mr. Wusterbarth supported a motion by Mr. Palmer to approve *appropriations to the library in the amount of \$2,699.40 to 271-000-890.000 with reimbursement from a grant after purchase.*

ALL YEAS:  
NAYS:

MOTION CARRIED

### **RESOLUTIONS:**

**Resolution Number 2021- 19 – Resolution Replacing the Authorized Representative for Grant Applications, Agreements and Grant Reporting** – Ms. McGuire supported a motion by Mr. Spencer to approve designating Tamara Kline as the authorized representative for Oscoda Charter Township to sign on behalf of the township all grant applications, agreements, and grant reporting.

ALL YEAS

MOTION CARRIED

**Resolution No. 2021-20 – Civil Infraction Officer** – Mr. Sutton supported a motion by Mr. Spencer to Approve Nicole Vallette to serve as a Charter Township of Oscoda Civil Infraction Enforcement Officer.  
ALL YEAS

MOTION CARRIED

### **OTHER**

**Schedule 1<sup>st</sup> Budget Work Session** – Mr. Cummings supported a motion by Ms. Richards to approve scheduling our 1<sup>st</sup> Budget work session on August 6<sup>th</sup> from 2pm to 5pm.  
ALL YEAS:  
NAYS:

MOTION CARRIED

**Downtown Mural Project Request** – Mr. Spencer supported a motion by Mr. Palmer to approve the Downtown Mural Project Request in an amount not to exceed \$10000.00 and the banners not to exceed \$4920.00.  
ALL YEAS  
NAYS:

MOTION CARRIED

**Rowe Engineering Proposal – Conceptual Drawings for Furtaw Public Meetings and RFP's** – Mr. Sutton supported a motion by Mr. Spencer to *Approve ROWE to prepare Conceptual Drawings for Furtaw Field.*  
ALL YEAS  
NAYS:

MOTION CARRIED

**North American Summit Budget Request** – Mr. Sutton supported a motion by Mr. Spencer approve *expenditures not to exceed \$6,000 to attend the 2021 North American Space Summit.*  
ALL YEAS:  
NAYS:

MOTION CARRIED

**DPW Maintenance 1 Hire Request** – Mr. Spencer supported a motion by Mr. Palmer to approve *hiring Alan Campbell for the maintenance 1 position for the DPW at \$17.46 an hour.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Governance Agreement** – Ms. McGuire supported a motion by Mr. Sutton to *approve adopting the Oscoda Charter Township Principles of Governance.*

YEAS: Mr. Palmer, Mr. Wusterbarth, Ms. McGuire, Mr. Sutton, and Ms. Richards

NAYS: Mr. Spencer, Mr. Cummings

MOTION CARRIED

**Code Compliance Officer Resignation** – Mr. Spencer supported a motion by Mr. Palmer to *accept the resignation of Marc Bridson, Code Compliance with regrets.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Code Compliance Officer Publication** – Ms. McGuire supported a motion by Mr. Spencer to *approve publication to fill the vacant position.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Request from Mr. Wusterbarth to recuse from voting on treasurer's assistant** – Mr. Palmer supported a motion by Mr. Spencer to approve *allowing Mr. Wusterbarth to recuse from voting.*

ALL YEAS:

NAYS:

MOTION CARRIED

**Part Time Treasurer Assistant Hire Request** – Ms. McGuire supported a motion by Mr. Spencer to approve *hiring Parker Cleary as the Part Time Treasurer Assistant.*

ALL YEAS:

NAYS:

MOTION CARRIED

**HSRUA Board Appointment** – Mr. Spencer supported a motion by Mr. Wusterbarth to approve the appointment of Tammy Kline to the HSRUA Board.

ALL YEAS:

NAYS:

MOTION CARRIED

**Planning Commission Tablet Purchase**– Ms. McGuire supported a motion by Mr. Spencer to postpone the purchase of seven tablets for the Planning Commission in the amount of \$2093.00 until our next Regular Meeting..

ALL YEAS:

NAYS:

**Board/Committee Recruitment and Application Materials**– Ms. McGuire supported a motion by Mr. Spencer to approve with Commission on Aging being added.

ALL YEAS:

NAYS:

**Temporary Suspension of Pre-Board Work Sessions** – Ms. Richards supported a motion by Mr. Spencer to approve suspending the Pre-Board Work Session meetings for regular Meetings until the first meeting in September.

ALL YEAS:

NAYS:

**Extend Meeting to Finish Business** – Mr. Sutton supported a motion by Mr. Spencer to extend the meeting to finish business.

ALL YEAS:

NAYS:

MOTION CARRIED

**In Person Meetings** – Ms. Richards supported a motion by Ms. McGuire to go back to live meetings July 12th.

YEAS: Ms. McGuire, Ms. Richards

NAYS: Mr. Wusterbarth, Mr. Cummings, Mr. Sutton, Mr. Spencer, Mr. Palmer

MOTION FAILED

**Demo- 643 Bissonette Rd** – Mr. Palmer supported a motion by Mr. Spencer to approve Boden Company to do the Demo of 643 Bissonette Rd for \$6500.00 .

ALL YEAS:

NAYS:

MOTION CARRIED

**Payroll Clarification** – Mr. Wusterbarth supported a motion by Mr. Palmer to approve excluding the elected officials from the cost-of-living increase.

ALL YEAS:

NAYS:

MOTION CARRIED

**INFORMATIONAL:**

1. Payroll Clarification

**Public Comment** –

**Brian Haley-** Discussed Furtaw Field.

**Rick Koenig-** Discussed Furtaw Field.

**Larry Holland-** Discussed thoughts on chat box and meeting notice.

**Board and Staff Comments** –

**Mr. Wusterbarth-**

**Mr. Cummings-**

**Mr. Spencer-** Check out our local theater light show.

**Mr. Palmer-** Discussed the process of going out for plans on development. Also coming up you will need to dial all 10 digits for long distance.

**Ms. Richards-**

**Ms. McGuire-**

**Mr. Sutton-**

**Adjourn** – Ms. Richards made a motion to adjourn at 10:09 p.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda

**Disclaimer of Electronic Meeting of the Township Board of Trustees:**

In accordance with Senate Bill 1108, the Oscoda Township Board is meeting electronically to maintain compliance with the Emergency Order issued by MDHHS on Friday 2 October (referencing MCL 333.2253) restricting gathering sizes. Members of the public may participate in the meeting electronically

Oscoda Township Regular Board Meeting Minutes

June 28, 2021

Page 8 of 9

using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, meeting ID, and passcode). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211:

[https://www.oscodatownshipmi.gov/1/322/board\\_of\\_trustees.asp](https://www.oscodatownshipmi.gov/1/322/board_of_trustees.asp)

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07/08/2021 09:40 AM  
User: JANEHACKBORND  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/06/2021 - 07/06/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 1/5

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-126.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	142.80
101-000-283.100	KIRBY, GARY	REFUND DEPOSIT WARRIOR 6/26/21	06282021	07/15/21	350.00
101-000-283.100	MULLANE, TARA	REFUND DEPOSIT WARRIOR 6/27/21	062821	07/15/21	350.00
Total For Dept 000					842.80
Dept 172 SUPERINTENDENT					
101-172-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	131.81
101-172-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	15.10
101-172-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	73.60
Total For Dept 172 SUPERINTENDENT					220.51
Dept 215 CLERK					
101-215-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	263.62
101-215-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	48.70
101-215-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	52.70
Total For Dept 215 CLERK					365.02
Dept 253 TREASURER					
101-253-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	140.26
101-253-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	29.58
101-253-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	52.70
Total For Dept 253 TREASURER					222.54
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	70.13
101-265-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	14.79
101-265-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	26.35
101-265-853.000	CHARTER COMMUNICATIONS	6/17/21 - 7/16/21	0074994061721	07/10/21	164.16
101-265-921.000	CONSUMERS ENERGY	110 S STATE ST	202074805935	07/21/21	1,694.72
101-265-921.000	CONSUMERS ENERGY	6703 N PERIMETER RD	205812379602	07/19/21	49.91
101-265-921.000	CONSUMERS ENERGY	415 N LAKE ST	206613095715	07/19/21	29.42
101-265-922.000	DTE ENERGY	110 S STATE ST	063021 75253	07/22/21	92.68
Total For Dept 265 TOWNSHIP HALL & GROUNDS					2,142.16
Dept 276 CEMETERY					
101-276-921.000	CONSUMERS ENERGY	1361 ADAMS RD	204210597146	07/20/21	41.90
101-276-921.000	CONSUMERS ENERGY	1356 ADAMS RD	204210597145	07/20/21	38.79
Total For Dept 276 CEMETERY					80.69
Dept 299 UNALLOCATED					
101-299-880.000	CONSUMERS ENERGY	104 W DWIGHT	205990356846	07/20/21	183.75
101-299-926.000	CONSUMERS ENERGY	102 EVERGREEN	201629831726	07/22/21	33.87
101-299-926.000	CONSUMERS ENERGY	105 N LAKE ST	201184946827	07/20/21	39.07
101-299-926.000	CONSUMERS ENERGY	109 E RIVER RD	201273922880	07/20/21	37.14
101-299-926.000	CONSUMERS ENERGY	103 E DWIGHT	206968857736	07/21/21	54.21
101-299-926.000	CONSUMERS ENERGY	112 E RIVER RD	202074805932	07/21/21	38.32
101-299-926.000	CONSUMERS ENERGY	101 E DIVISION	201007259886	07/21/21	93.23
101-299-926.000	CONSUMERS ENERGY	210 W RIVER RD	201273925188	07/21/21	36.55
101-299-926.000	CONSUMERS ENERGY	106 N STATE ST	205634391699	07/19/21	30.92
101-299-926.000	CONSUMERS ENERGY	300 STATE ST SW	205634391701	07/19/21	76.18
101-299-926.000	CONSUMERS ENERGY	112 W RIVER RD	205634391997	07/19/21	14.78
101-299-926.000	CONSUMERS ENERGY	100 PACK ST	202519749807	07/19/21	56.10
101-299-926.000	CONSUMERS ENERGY	5230 N US 23	202519749806	07/19/21	47.53

07/08/2021 09:40 AM  
User: JANEHACKBORND  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/06/2021 - 07/06/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 2/5

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 299 UNALLOCATED					
		Total For Dept 299 UNALLOCATED			741.65
Dept 751 PARKS & RECREATION					
101-751-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	70.13
101-751-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	14.79
101-751-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	26.35
101-751-921.000	CONSUMERS ENERGY	304 W RIVER RD	202074805938	07/21/21	48.57
101-751-921.000	CONSUMERS ENERGY	304 E RIVER RD	201718827459	07/21/21	177.07
101-751-921.000	CONSUMERS ENERGY	212 CANADA	201007259881	07/21/21	29.42
101-751-921.000	CONSUMERS ENERGY	3921 PERIMETERS	205812379600	07/19/21	55.26
101-751-922.000	DTE ENERGY	300 W RIVER RD	063021 81	07/22/21	34.99
		Total For Dept 751 PARKS & RECREATION			456.58
Dept 753 FOOTE SITE PARK					
101-753-921.000	CONSUMERS ENERGY	1695 E RIVER RD	201007257937	07/20/21	35.95
		Total For Dept 753 FOOTE SITE PARK			35.95
		Total For Fund 101 GENERAL/UNALLOCATED			5,107.90
Fund 207 POLICE FUND					
Dept 000					
207-000-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	774.54
207-000-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	150.55
207-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	289.85
		Total For Dept 000			1,214.94
		Total For Fund 207 POLICE FUND			1,214.94
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	201.94
211-000-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	39.14
211-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	52.70
		Total For Dept 000			293.78
		Total For Fund 211 POLICE STAFFING FUND			293.78
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	131.81
236-266-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	15.10
236-266-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	105.40
		Total For Dept 266 PROPERTY O & M MAINTENANCE			252.31
Dept 269					
236-269-921.000	CONSUMERS ENERGY	4000 SKEEL AVE	205812379605	07/19/21	92.35
236-269-922.000	DTE ENERGY	4051 ARROW ST	063021 0	07/22/21	34.99
		Total For Dept 269			127.34
Dept 271 PROPERTY O & M AUNE					
236-271-921.000	CONSUMERS ENERGY	5671 N SKEEL AVE	207146309406	07/19/21	10,892.29
236-271-922.000	DTE ENERGY	5671 N SKEEL AVE	063021 73952	07/22/21	115.92
236-271-922.000	DTE ENERGY	5671 N SKEEL AVE	063021 29597	07/22/21	41.39
		Total For Dept 271 PROPERTY O & M AUNE			11,049.60



GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 236 PROP OPER & MNTNCE					
Total For Fund 236 PROP OPER & MNTNCE					11,429.25
Fund 271 LIBRARY					
Dept 000					
271-000-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	36.91
271-000-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	8.78
271-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	26.35
271-000-921.000	CONSUMERS ENERGY	6010 N SKEEL AVE	205812379606	07/19/21	647.69
271-000-922.000	DTE ENERGY	6010 N SKEEL AVE	063021 3080	07/22/21	38.20
Total For Dept 000					757.93
Total For Fund 271 LIBRARY					757.93
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-716.000	DELTA DENTAL	DELTA DENTAL JULY 2021 INVOICE	RIS00003533839	07/15/21	300.53
509-000-716.000	VSP	VSP JULY 2021 INVOICE	812595705	07/10/21	48.23
509-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JULY 2021 INVOICE	07012021	07/15/21	79.05
509-000-726.000	AMAZON CAPITAL SERVICES	UNIFORM SHIRTS/PRINTER INV 1N7D-9Q1Y-DFPG	1N7D-9Q1Y-DFPG	07/06/21	193.89
509-000-728.000	CEDAR CREST DAIRY	DAIRY/ICE CREAM INV 2373534	2373534	07/15/21	226.95
509-000-728.000	PEPSI-COLA	PEPSI RESTOCK INV 52184758	52184758	07/15/21	497.99
509-000-729.000	CEDAR CREST DAIRY	DAIRY/ICE CREAM INV 2373534	2373534	07/15/21	1,014.35
509-000-729.000	GORDON'S BAIT SHOP	BAIT 6865-44	6065-44	07/15/21	110.00
509-000-741.000	HOME DEPOT CREDIT SERVICES	HANDHELD BATTERY OPERATED BLOWER/WEEDWHIP	27600006292411	07/13/21	299.00
509-000-762.000	AMAZON CAPITAL SERVICES	UNIFORM SHIRTS/PRINTER INV 1N7D-9Q1Y-DFPG	1N7D-9Q1Y-DFPG	07/06/21	22.99
509-000-780.000	ORIENTAL TRADING CO	REC SUPPLIES INV 710269036-01	710269036-01	07/15/21	313.31
509-000-921.000	CONSUMERS ENERGY	745 E RIVER RD	202786711012	07/22/21	1,334.43
509-000-921.000	CONSUMERS ENERGY	743 E RIVER RD	202252794910	07/22/21	1,925.12
509-000-921.000	CONSUMERS ENERGY	1001 E RIVER RD	201007257936	07/20/21	1,239.47
509-000-921.000	CONSUMERS ENERGY	791 E RIVER	201007257942	07/20/21	1,078.31
509-000-921.000	CONSUMERS ENERGY	635 W RIVER RD	201007257941	07/20/21	208.98
509-000-921.000	CONSUMERS ENERGY	889 E RIVER RD	201007257935	07/20/21	329.90
509-000-921.000	CONSUMERS ENERGY	883 E RIVER RD	201007257934	07/20/21	666.68
509-000-921.000	CONSUMERS ENERGY	837 E RIVER	201007257933	07/20/21	819.68
509-000-921.000	CONSUMERS ENERGY	835 E RIVER RD	201007257932	07/20/21	2,344.46
509-000-930.000	AMAZON CAPITAL SERVICES	WADERS INV 1V77-Y1MX-C4KY	1V77-Y1MX-C4KY	07/06/21	77.98
Total For Dept 000					13,131.30
Total For Fund 509 OLD ORCHARD PARK					13,131.30
Fund 590 SEWER					
Dept 000					
590-000-921.100	CONSUMERS ENERGY	4107 E RIVER RD	205367458875	07/20/21	58.66
590-000-921.100	CONSUMERS ENERGY	719 W RIVER RD	201273922883	07/20/21	68.91
590-000-921.100	CONSUMERS ENERGY	421 W MICHIGAN	201007257519	07/20/21	74.69
590-000-921.100	CONSUMERS ENERGY	202 E DWIGHT	201184948141	07/21/21	68.91
590-000-921.100	CONSUMERS ENERGY	6363 SWICE RD	206613095716	07/16/21	29.13
590-000-921.100	CONSUMERS ENERGY	4466 MCNICHOL	207146309425	07/19/21	220.11
590-000-921.100	CONSUMERS ENERGY	4367 BUDZIAK	205456438704	07/16/21	39.82
590-000-921.100	CONSUMERS ENERGY	4181 FOREST	206613095417	07/19/21	41.31
590-000-921.100	CONSUMERS ENERGY	3525 E HUNT DR	206613095422	07/19/21	34.02
590-000-921.100	CONSUMERS ENERGY	6197 N HOBAY CT	206613095421	07/19/21	32.11
590-000-921.100	CONSUMERS ENERGY	5861 N MISSION	206613095437	07/19/21	40.55
590-000-921.100	CONSUMERS ENERGY	3930 E PERIMETER RD	205812379601	07/19/21	45.46
590-000-921.100	CONSUMERS ENERGY	6250 N PRIDE RD	205812379604	07/19/21	35.37

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/06/2021 - 07/06/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 4/5

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 590 SEWER					
Dept 000					
590-000-921.100	CONSUMERS ENERGY	4451 F41	201807810137	07/19/21	65.49
590-000-921.100	CONSUMERS ENERGY	3941 BISSONETTE RD	202519749276	07/19/21	42.92
590-000-921.100	CONSUMERS ENERGY	4781 N COLORADO ST	202786704452	07/19/21	76.33
590-000-921.100	CONSUMERS ENERGY	5621 N IDAHO	203409682489	07/16/21	66.52
590-000-921.100	CONSUMERS ENERGY	210 OTTAWA CT	205545429161	07/19/21	54.07
590-000-921.100	CONSUMERS ENERGY	3782 CREW ST	204833531443	07/19/21	32.72
590-000-921.200	CONSUMERS ENERGY	4499 MCNICHOL	206613095717	07/19/21	331.33
590-000-922.100	DTE ENERGY	4466 MCNICHOL	063021 33331	07/22/21	35.80
Total For Dept 000					1,494.23
Total For Fund 590 SEWER					1,494.23
Fund 591 WATER					
Dept 000					
591-000-921.000	CONSUMERS ENERGY	3820 E RIVER RD	205278451022	07/20/21	168.05
Total For Dept 000					168.05
Total For Fund 591 WATER					168.05

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			5,107.90
		Fund 207 POLICE FUND			1,214.94
		Fund 211 POLICE STAFFING FUND			293.78
		Fund 236 PROP OPER & MNTNCE			11,429.25
		Fund 271 LIBRARY			757.93
		Fund 509 OLD ORCHARD PARK			13,131.30
		Fund 590 SEWER			1,494.23
		Fund 591 WATER			168.05
		Total For All Funds:			33,597.38

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
 EXP CHECK RUN DATES 07/13/2021 - 07/13/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GEN

Page: 1/6

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-283.100	BENSON, ASHLEIGH	REFUND DEPOSIT WARRIOR - 7/3/21	07062021	07/15/21	350.00
101-000-283.100	SMITH, DANIELLE	REFUND DEPOSIT WARRIOR 7/5/21	07062021	07/15/21	350.00
Total For Dept 000					700.00
Dept 101 TOWNSHIP BOARD					
101-101-956.000	WEST BEND MUTUAL INSURANCE COMPANY	WESTBEND INS FIDE & FOR	06252021	07/15/21	153.00
Total For Dept 101 TOWNSHIP BOARD					153.00
Dept 171 SUPERVISOR					
101-171-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	43.59
Total For Dept 171 SUPERVISOR					43.59
Dept 172 SUPERINTENDENT					
101-172-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	22.50
101-172-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	160.64
101-172-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550766	07/14/21	40.55
Total For Dept 172 SUPERINTENDENT					223.69
Dept 215 CLERK					
101-215-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	22.50
101-215-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	87.18
Total For Dept 215 CLERK					109.68
Dept 250 LAKEFRONT DISTRICT					
101-250-930.000	RAINDANCE	SERVICE POCKET PARK	4827	07/15/21	266.25
101-250-956.000	ENCHANTED BLOOMS	2021 US 23 PLANTER REFILLS	06302021	07/31/21	2,699.00
Total For Dept 250 LAKEFRONT DISTRICT					2,965.25
Dept 253 TREASURER					
101-253-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	159.45
101-253-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	160.64
101-253-900.000	IOSCO NEWS PRESS PUB CO	SUMMER DEFER AD 6/16/21	303547620	07/31/21	85.75
101-253-900.000	IOSCO NEWS PRESS PUB CO	SUMMER DEFER AD 06/23/21	303542389	07/31/21	85.75
101-253-900.000	IOSCO NEWS PRESS PUB CO	WINDOW ENVELOPES TREASURERS OFFICE	303547962	07/31/21	222.00
101-253-931.000	TIER 4 TECHNICAL SUPPORT	USB TO DP CONNECTOR	9474	07/31/21	24.99
Total For Dept 253 TREASURER					738.58
Dept 257 ASSESSOR					
101-257-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	178.47
101-257-801.100	NORTHERN ASSESSING CONSULTANTS	ASSESSING SERVICES JUNE 2021	9053076	07/31/21	13,708.33
101-257-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	130.77
Total For Dept 257 ASSESSOR					14,017.57
Dept 262 ELECTIONS					
101-262-726.000	ELECTION SOURCE	ELECTION--ICX CARDS	21-2154	07/31/21	30.63
101-262-726.000	PSI PRINTING SYSTEMS	ELECTION AV APPLICATION AND ENVELOPES, ID C219306		07/31/21	313.06
Total For Dept 262 ELECTIONS					343.69
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-726.000	AUSABLE HARDWARE & SURPLUS	DISH SOAP	130997	07/30/21	6.38
101-265-726.000	AUSABLE HARDWARE & SURPLUS	SHOVEL CUSH GRIP, GARDEN RAKE, SHOVEL	130566	07/30/21	88.26
101-265-726.000	AUSABLE HARDWARE & SURPLUS	PIPE, PRESSURE SWITCH, COUPLINGS	130578	07/30/21	47.64
101-265-726.000	AUSABLE HARDWARE & SURPLUS	SEALANT	130723	07/30/21	15.28
101-265-726.000	AUSABLE HARDWARE & SURPLUS	COUPLING, CLAMP	130676	07/30/21	7.05

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
 EXP CHECK RUN DATES 07/13/2021 - 07/13/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GEN

Page: 2/6

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-726.000	AUSABLE HARDWARE & SURPLUS	BULK FASTENERS	129649	07/30/21	1.76
101-265-726.000	AUSABLE HARDWARE & SURPLUS	OFFICE KEYS	128394	07/31/21	3.78
101-265-726.000	AUSABLE HARDWARE & SURPLUS	FASTENERS	128512	07/31/21	15.00
101-265-726.000	AUSABLE HARDWARE & SURPLUS	SPLICE KIT	130370	07/30/21	42.98
101-265-726.000	INTERSTATE BATTERIES	BATTERIES	23425121	07/30/21	59.92
101-265-741.000	SNAP-ON TOOLS	PICK AND SEAL SET	07012167772	07/31/21	105.25
101-265-775.000	JOHNSON AUTO SUPPLY, INC.	ABRASIVE WHEELS	862568	07/30/21	13.11
101-265-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550766	07/14/21	40.57
101-265-930.000	TRUGREEN-CHEMLAWN	TOWNHALL LAWN WEED AND FEED	141068204	07/31/21	70.00
101-265-933.000	AUSABLE HARDWARE & SURPLUS	SPLIT LOOMS	137003	07/31/21	18.00
101-265-933.000	JOHNSON AUTO SUPPLY, INC.	BONDED WIRE	860413	07/30/21	15.47
Total For Dept 265 TOWNSHIP HALL & GROUNDS					550.45
Dept 276 CEMETERY					
101-276-930.000	AMERICAN LEGION POST 274	FLAGS/MEDALLIONS	06262021	07/31/21	976.84
Total For Dept 276 CEMETERY					976.84
Dept 299 UNALLOCATED					
101-299-726.200	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	291.26
101-299-801.000	MICH BUSINESS & PROFESSIONAL ASSN	COBRA JULY 2021	39738	07/31/21	30.00
101-299-818.000	WASTE MANAGEMENT	WASTE DISPOSAL - JULY	7700883-1734-0	07/28/21	105.56
101-299-826.000	FREEL LAW	ATTORNEY FEES - JUNE	3057	07/16/21	7,713.75
101-299-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	68.54
101-299-880.000	IOSCO NEWS PRESS PUB CO	LEAF AND BRUSH ADS	303538770	07/31/21	73.50
101-299-880.000	OSCODA WRESTLING	FIREWORKS LABOR	1	07/31/21	500.00
101-299-900.000	MICHIGAN TOWNSHIPS ASSOCIATION	CLASSIFIED AD - SUPERINTENDENT	61051	07/31/21	275.00
101-299-956.000	BODEN COMPANY	GRINDING OF LIGHT POST TO GRADE	3351	07/31/21	500.00
101-299-956.000	HURON SHORES PLUMBING	TREASURER'S OFFICE HEAT-COOL	8386	07/31/21	4,600.00
101-299-956.001	IOSCO COUNTY TREASURER	FORECLOSURE CHARGE BACKS	060121	07/30/21	1,335.88
Total For Dept 299 UNALLOCATED					15,493.49
Dept 336 FIRE DEPARTMENT					
101-336-751.000	GO OSCODA MARATHON LLC	DEFT	656465	07/31/21	13.65
101-336-761.000	LIFE'S A STITCH	PATCHES SEWN	07012021	07/31/21	20.00
101-336-850.000	DIGI COM GLOBAL	FIRE DEPT PAGERS- BOARD APPROVED 4-26	5736	07/31/21	437.80
101-336-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	93.45
101-336-910.100	MUNICIPAL UNDERWRITERS OF MICH	MUNICIPAL UNDERWRITERS PROVIDENT AGENCY FI 4034		07/31/21	1,713.00
Total For Dept 336 FIRE DEPARTMENT					2,277.90
Dept 722 ZONING & PLANNING					
101-722-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	45.00
101-722-826.000	FREEL LAW	ATTORNEY FEES - JUNE	3057	07/16/21	874.50
101-722-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	87.18
Total For Dept 722 ZONING & PLANNING					1,006.68
Dept 751 PARKS & RECREATION					
101-751-726.000	AUSABLE HARDWARE & SURPLUS	KEYED CABLE LOCK FOR BIKE RACK	132273	07/30/21	29.78
101-751-726.000	AUSABLE HARDWARE & SURPLUS	CLEANING SUPPLIES/REMOVE GRAFFITI	128182	07/31/21	46.76
101-751-775.000	AUSABLE HARDWARE & SURPLUS	SPRAYERS	131151	07/30/21	31.78
101-751-775.000	AUSABLE HARDWARE & SURPLUS	FASTENERS INVOICE 134852	134852	07/31/21	15.60
101-751-775.000	AUSABLE HARDWARE & SURPLUS	PLASTIC END CAP	136710	07/31/21	8.37
101-751-775.000	S.T.V. SALES INC	PARKS SUPPLIES	69070	07/31/21	128.51
101-751-775.000	S.T.V. SALES INC	PARKS CLEANING SUPPLIES NITRILE GLOVES	69073	07/31/21	512.40
101-751-818.000	WASTE MANAGEMENT	WASTE DISPOSAL - JULY	7700883-1734-0	07/28/21	504.52

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/13/2021 - 07/13/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 3/6

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 751 PARKS & RECREATION					
101-751-930.000	OSCODA SEPTIC TANK SERVICE INC	CLEAN OUT 2 outhouses RIVERBANK PARK	02860	07/31/21	450.00
101-751-931.000	AUTO VALUE OSCODA	WHEEL SEAL TAPERED BEARING	281-1394348	07/30/21	25.56
101-751-931.000	JOHNSON AUTO SUPPLY, INC.	SPARK PLUG	861577	07/30/21	19.96
Total For Dept 751 PARKS & RECREATION					1,773.24
Dept 754 KEN RATLIFF PARK					
101-754-726.000	AUSABLE HARDWARE & SURPLUS	NOZZLE, SPRAYER	129988	07/30/21	27.98
101-754-726.000	BARCO PRODUCTS	POO BAGS	BP200016016	07/31/21	408.76
101-754-775.000	AUSABLE HARDWARE & SURPLUS	SANDING SPONGES INVOICE 136263	136263	07/30/21	4.99
101-754-930.000	AUSABLE HARDWARE & SURPLUS	BUG SPRAY	129701	07/30/21	35.97
101-754-930.000	AUSABLE HARDWARE & SURPLUS	DROP CLOTH, MASKING TAPE, TRIM, PAIL	130259	07/30/21	67.41
101-754-930.000	BERNARD BUILDING CENTER	CETOL MAINTENANCE /CLEAR SATIN GALLON	1265581	07/30/21	319.96
Total For Dept 754 KEN RATLIFF PARK					865.07
Total For Fund 101 GENERAL/UNALLOCATED					42,238.72
Fund 203 ROAD IMPROVEMENT FUND					
Dept 000					
203-000-969.000	LIQUID CALCIUM CHLORIDE SALES	CALCIUM CHLORIDE	061007	07/30/21	2,704.42
Total For Dept 000					2,704.42
Total For Fund 203 ROAD IMPROVEMENT FUND					2,704.42
Fund 207 POLICE FUND					
Dept 000					
207-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	22.50
207-000-761.000	GALLS INCORPORATED	BELT KEEPER (SOBOLESKI)	018590741	07/31/21	14.63
207-000-761.000	GALLS INCORPORATED	POLICE UNIFORMS (SOBOLESKI)	018338817	07/31/21	196.05
207-000-826.000	FREEL LAW	ATTORNEY FEES - JUNE	3057	07/16/21	1,089.00
207-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	535.87
207-000-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550767	07/14/21	240.06
207-000-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550766	07/14/21	338.78
207-000-933.000	AUTO VALUE OSCODA	SERPENTINE BELT	281-1394012	07/30/21	24.29
207-000-933.000	DEAN ARBOUR FORD	POLICE VEHICLE REPAIR	300626	07/31/21	989.37
207-000-933.000	DEAN ARBOUR FORD	POLICE VEHICLE MAINTENANCE	300582	07/31/21	668.55
Total For Dept 000					4,119.10
Total For Fund 207 POLICE FUND					4,119.10
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	22.50
211-000-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550766	07/14/21	81.51
211-000-980.000	EARTHSPIRITS.NET, NCORPORATED	FUJII POLICE BICYCLE	114378	07/31/21	1,474.90
Total For Dept 000					1,578.91
Total For Fund 211 POLICE STAFFING FUND					1,578.91
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-801.000	BLACK SWAMP LOCATION SERVICES, LLC	EID JULY SERVICES	0-119	07/31/21	10,000.00
236-266-801.000	BLACK SWAMP LOCATION SERVICES, LLC	CEDAM FELLOW SERVICES	0-002	07/31/21	4,165.00
236-266-801.000	MISSION NORTH, LLC	TAX ABATEMENT POLICY	210715	07/31/21	1,265.00
236-266-826.000	FREEL LAW	ATTORNEY FEES - JUNE	3057	07/16/21	759.00

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/13/2021 - 07/13/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 4/6

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-931.000	WILLARD'S EQUIPMENT COMPANY	BATWING MOWER PARTS	91822	07/31/21	267.55
Total For Dept 266 PROPERTY O & M MAINTENANCE					16,456.55
Dept 271 PROPERTY O & M AUNE					
236-271-802.000	MCD SECURITY INC	AUGUST, SEPT, OCT FIRE ALARM	2019	07/31/21	78.00
236-271-802.000	WASTE MANAGEMENT	WASTE DISPOSAL - JULY	7700883-1734-0	07/28/21	404.14
Total For Dept 271 PROPERTY O & M AUNE					482.14
Total For Fund 236 PROP OPER & MNTNCE					16,938.69
Fund 271 LIBRARY					
Dept 000					
271-000-801.000	MCD SECURITY INC	LIBRARY AUGUST, SEPTEMBER, OCTOBER	2013	07/31/21	78.00
271-000-802.000	WASTE MANAGEMENT	WASTE DISPOSAL - JULY	7700883-1734-0	07/28/21	20.75
Total For Dept 000					98.75
Total For Fund 271 LIBRARY					98.75
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-726.000	QUILL CORPORATION	OFFICE SUPPLIES INV 17533074	17533074	07/31/21	219.49
509-000-726.000	QUILL CORPORATION	OFFICE SUPPLIES INV 17682114	17682114	07/31/21	18.79
509-000-726.000	QUILL CORPORATION	OFFICE SUPPLIES INV 17644444	17644444	07/31/21	26.58
509-000-726.000	QUILL CORPORATION	OFFICE SUPPLIES INV 17635026	17635026	07/31/21	106.17
509-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	SHARP PRINTER INV 5015632974/INV 5015500842	5015632974	07/31/21	35.00
509-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	SHARP PRINTER INV 5015632974/INV 5015500842	5015500842	07/31/21	110.00
509-000-728.000	CONNELLY DISTRIBUTORS	CANDY RESTOCK	11785	07/31/21	288.00
509-000-728.000	FRITO-LAY	CHIP RESTOCK	92944092	07/31/21	209.20
509-000-728.000	S ABRAHAM & SONS, INC	GROCERY RESTOCK INV 622467	622467	07/31/21	482.10
509-000-728.000	THE HOME CITY ICE COMPANY	ICE INV 6088210241	6088210241	07/31/21	426.80
509-000-728.000	THE HOME CITY ICE COMPANY	ICE INV 5419215914	5419215914	07/31/21	154.00
509-000-728.000	THE HOME CITY ICE COMPANY	ICE RESTOCK INV 5419215969	5419215969	07/31/21	154.00
509-000-728.000	WILCOR INTERNATIONAL, INC.	GROCERY RESTOCK INV 792155	792155	07/19/21	150.72
509-000-729.000	CONNELLY DISTRIBUTORS	CANDY RESTOCK	11785	07/31/21	60.00
509-000-729.000	S ABRAHAM & SONS, INC	GROCERY RESTOCK INV 622467	622467	07/31/21	31.54
509-000-729.000	WILCOR INTERNATIONAL, INC.	GROCERY RESTOCK INV 792155	792155	07/19/21	2,079.22
509-000-751.000	GARY OIL COMPANY	REC GAS INV 205957	205957	07/30/21	560.41
509-000-751.000	GARY OIL COMPANY	DYED #2 INV 205954	205954	07/30/21	3.66
509-000-751.000	GARY OIL COMPANY	REC GAS INV 206138	206138	07/30/21	253.92
509-000-751.000	GARY OIL COMPANY	DYED #2 INV 205736	205736	07/31/21	51.22
509-000-762.000	LIFE'S A STITCH	UNIFORM LOGOS	06012021	07/31/21	240.00
509-000-775.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES	132043	07/30/21	32.92
509-000-775.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES 130622	130622	07/31/21	50.95
509-000-775.000	AUSABLE HARDWARE & SURPLUS	RETURN GEAR OIL	130623	07/30/21	(6.29)
509-000-818.000	WASTE MANAGEMENT	WASTE DISPOSAL - JULY	7700883-1734-0	07/28/21	1,845.00
509-000-826.000	FREEL LAW	ATTORNEY FEES - JUNE	3057	07/16/21	140.25
509-000-853.000	ATI NETWORKS, INC.	PHONE SERVICES-OOP	95461	07/30/21	66.11
509-000-900.000	IOSCO NEWS PRESS PUB CO	WANT ADS INV 303542342, 303538719, 30353726	303537261	07/31/21	55.00
509-000-900.000	IOSCO NEWS PRESS PUB CO	WANT ADS INV 303542342, 303538719, 30353726	303538719	07/31/21	55.00
509-000-900.000	IOSCO NEWS PRESS PUB CO	WANT ADS INV 303542342, 303538719, 30353726	303542342	07/31/21	55.00
509-000-930.000	MIDLAND CHEMICAL CO., INC	CLEANING SUPPLIES INV 556347	556347	07/31/21	339.75
509-000-930.000	MIDLAND CHEMICAL CO., INC	CLEANING SUPPLIES INV 555770	555770	07/31/21	337.14
509-000-930.000	MIDLAND CHEMICAL CO., INC	CLEANING SUPPLIES INV 555771	555771	07/31/21	304.85
509-000-930.000	MIDLAND CHEMICAL CO., INC	CLEANING SUPPLIES INV 554623	554623	07/31/21	89.90

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
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BANK CODE: GEN

Page: 5/6

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-930.000	MIDLAND CHEMICAL CO., INC	CLEANING SUPPLIES INV 555426-1	555426-1	07/31/21	25.37
509-000-930.000	ROGERS HARDWARE	MAINT EQUIP INV 00870446	870446	07/31/21	347.40
509-000-931.000	AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES INV 1VLX-V93W-RWQG	1VLX-V93W-RWQG	07/14/21	207.84
509-000-933.000	AUTO VALUE OSCODA	VEHICLE MAINT INV 281-1394909	281-1394909	07/30/21	80.87
509-000-933.000	AUTO VALUE OSCODA	SPIN ON LUBE	281-1394199	07/30/21	(7.78)
509-000-933.000	AUTO VALUE OSCODA	VEHICLE SUPPLIES INV 281-1393517	281-1393517	07/30/21	35.12
509-000-933.000	AUTO VALUE OSCODA	VEHICLE SUPPLIES INV 281-1394201	281-1394201	07/30/21	94.19
509-000-933.000	AUTO VALUE OSCODA	VEHICLE SUPPLIES INV 281-1393922	281-1393922	07/30/21	79.28
509-000-933.000	JOHNSON AUTO SUPPLY, INC.	VEHICLE SUPPLIES INV 860775	860775	07/31/21	11.18
509-000-933.000	JOHNSON AUTO SUPPLY, INC.	MAINT SUPPLIES 862734	862734	07/31/21	31.29
509-000-956.000	AMAZON CAPITAL SERVICES	MISCELLANEOUS SUPPLIES INV 1GXY-4XPM-FQFQ	1GXY-4XPM-FQFQ	07/30/21	39.98
Total For Dept 000					9,971.14
Total For Fund 509 OLD ORCHARD PARK					9,971.14
Fund 590 SEWER					
Dept 000					
590-000-726.000	UNITED STATES POSTMASTER	PLEASE ISSUE A CHECK FOR 3000.00 TO BE ADDE	07062021	07/31/21	1,500.00
590-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	11.25
590-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	21.80
590-000-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550766	07/14/21	100.49
590-000-931.000	JACK DOHENY COMPANIES, INC	VACTOR REPAIRS	130238	07/31/21	3,261.56
590-000-931.000	JACK DOHENY COMPANIES, INC	RETURN	UA 07012021	07/31/21	(52.68)
590-000-931.000	NORTHERN TRUCK REPAIR	VACTOR REPAIRS	20317	07/31/21	1,029.36
Total For Dept 000					5,871.78
Total For Fund 590 SEWER					5,871.78
Fund 591 WATER					
Dept 000					
591-000-726.000	UNITED STATES POSTMASTER	PLEASE ISSUE A CHECK FOR 3000.00 TO BE ADDE	07062021	07/31/21	1,500.00
591-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS JULY 2021	5015632973	07/31/21	11.25
591-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-JUNE	95462	07/30/21	21.79
591-000-853.000	VERIZON WIRELESS	5/23/21 - 6/22/21	9882550766	07/14/21	20.49
591-000-931.000	JACK DOHENY COMPANIES, INC	VACTOR REPAIRS	130238	07/31/21	3,261.57
591-000-931.000	JACK DOHENY COMPANIES, INC	RETURN	UA 07012021	07/31/21	(52.68)
591-000-931.000	NORTHERN TRUCK REPAIR	VACTOR REPAIRS	20317	07/31/21	1,029.37
591-000-974.000	CORE & MAIN LP	1" METER PITS FOR STOCK - BOARD APPROVED	0299638	07/31/21	9,145.56
Total For Dept 000					14,937.35
Total For Fund 591 WATER					14,937.35



GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			42,238.72
		Fund 203 ROAD IMPROVEMENT FUND			2,704.42
		Fund 207 POLICE FUND			4,119.10
		Fund 211 POLICE STAFFING FUND			1,578.91
		Fund 236 PROP OPER & MNTNCE			16,938.69
		Fund 271 LIBRARY			98.75
		Fund 509 OLD ORCHARD PARK			9,971.14
		Fund 590 SEWER			5,871.78
		Fund 591 WATER			14,937.35
		Total For All Funds:			98,458.86

**CHARTER TOWNSHIP OF OSCODA**  
**Superintendent's Report**  
**July 12, 2021**

**ACTION ITEMS**

**Invoice Cloud Presentation**

Your packet contains an email from Ms. McGuire regarding Invoice Cloud software. This platform would be helpful in streamlining our payments system, not to mention ease of use for the consumer. We will be having a presentation by Vince Pegurri from Invoice Cloud this evening.

*Action: Consider approving the implementation of this platform based on Board member feedback.*

**IT Right Revised Contract**

Your packet contains a revised version of the professional services contract created by IT Right.

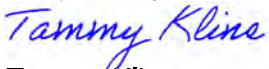
*Action: After review, please consider approving the IT Right contract and authorize the Supervisor and Clerk to execute the document.*

**Legal Services Authorization - Misdemeanors**

Your packet contains an email from Chief David regarding contracting Jim Bacarella, the current Iosco County Prosecutor, to handle misdemeanor Township Ordinance violations. Currently our Township attorney does not do criminal prosecution, therefore recommending Mr. Bacarella for this position.

*Action: Consider approving Mr. Bacarella, at the cost of \$165.00 per hour, to handle the Township's Misdemeanor Ordinance violations. Services to be paid from 207-000-826.000. (Legal Fees)*

Respectfully Submitted,



Tammy Kline  
Interim Township Superintendent

## Tammy Kline

---

**From:** Jaimie Mcguire  
**Sent:** Wednesday, June 30, 2021 5:12 PM  
**To:** supervisor; Steve Wusterbarth; Tim Cummings; Bill Palmer; Jeremy Spencer; Joshua Sutton  
**Cc:** Tammy Kline  
**Subject:** Invoice Cloud  
**Attachments:** Oscoda Township, MI - Invoice Cloud Presentation.pdf; Oscoda Township (MI) - Invoice Cloud Proposal (6-24-2021).pdf

Hello Everyone,

I have been speaking with Invoice Cloud for a few months and had a demonstration. I recently included the Clerk and Interim Superintendent to gather their thoughts. I would like to have this on the agenda for the next meeting. I wanted to get this information to you so if you would like to have a live demonstration, or have questions we can get them answered.

My thoughts are this is a great tool, user friendly and gives residents the ability to initiate and manage their own personal information when it comes to payments. I believe many more people will take advantage of this new option. Looking forward we will be able to create payment kiosks, which has been a goal of mine for sometime now. Should you have any questions please let me know.

Jaimie

# Innovating the Customer Experience

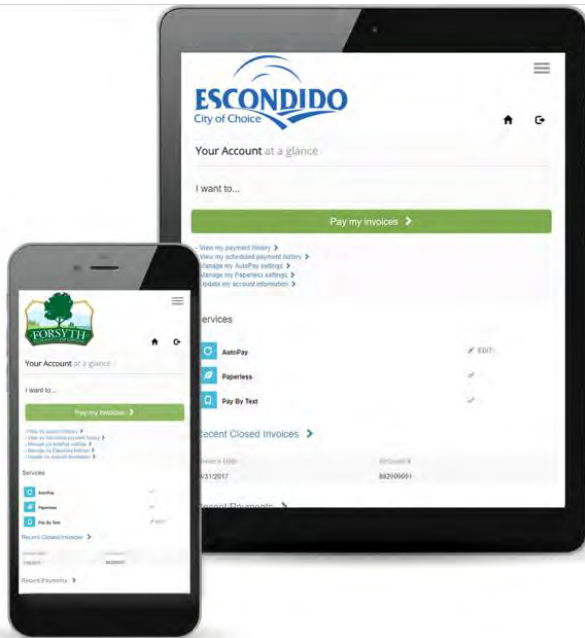
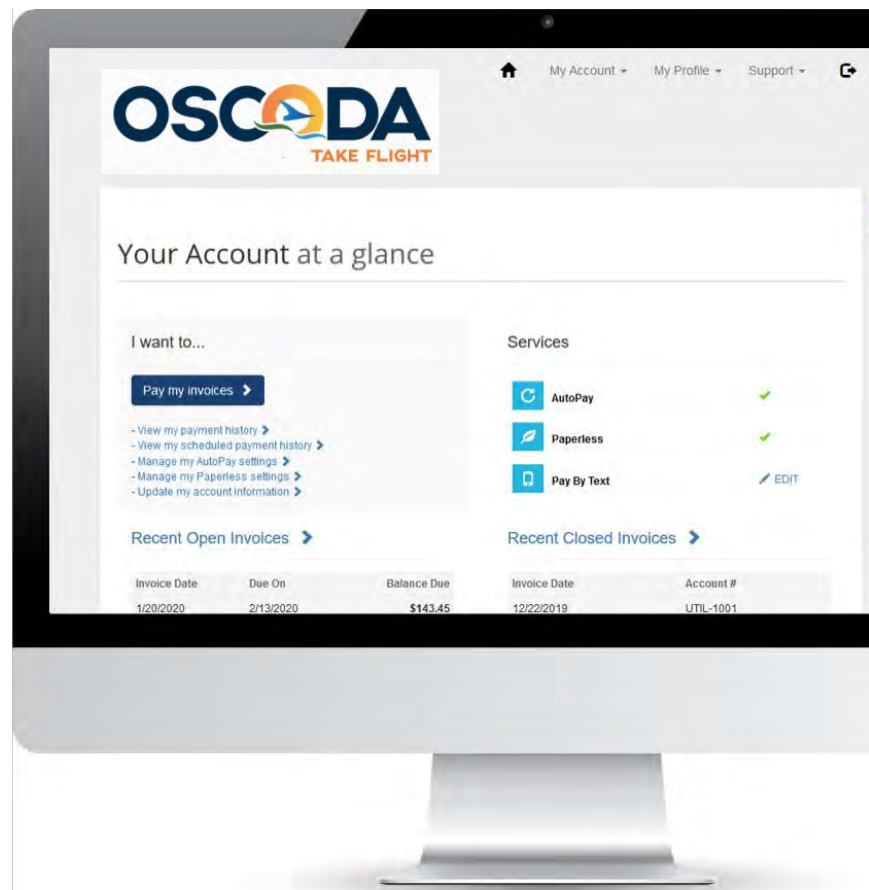
## Customer Engagement, Electronic Bill Presentment, & Electronic Bill Payment

PRESENTED TO:

Oscoda Township

June 24<sup>th</sup>, 2021

Pricing Valid for 90 Days



# InvoiceCloud®

Mike Jacobs  
Account Executive  
30 Braintree Hill Office Park, Suite 303  
Braintree, MA 02184  
617.543.1913  
mjacobs@invoicecloud.com  
www.invoicecloud.com

Confidential & Proprietary © 2021

This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

# Table of Contents

1	Introduction .....	1
1.1	Our 4Cs Approach .....	3
1.1.1	Cloud .....	3
1.1.2	Connect .....	5
1.1.3	Convert.....	6
1.1.4	Communicate.....	7
1.2	Case Studies .....	8
1.2.1	City of Escondido, CA .....	8
1.2.2	Arlington Water, TX .....	9
2	Invoice Cloud's Omnichannel Experience .....	10
2.1	One-time Payments.....	11
2.2	Registering for Faster and More Convenient Payments .....	13
2.3	Flexible Payment Options .....	14
2.3.1	Scheduled Payments.....	14
2.3.2	Recurring Scheduled Payments .....	15
2.3.3	AutoPay .....	16
2.3.4	FlexPay .....	17
2.4	Mobile Optimized Payments.....	17
2.5	Pay by Text .....	18
2.6	Round Up or Add Donation to Payment .....	19
2.7	One-stop Shop for All Services .....	19
2.7.1	Cloud Store.....	19
2.7.2	Cloud Payment.....	20
2.8	Full Integration of Trusted Digital Wallets .....	20
2.9	Electronic Payment Options for Unbanked Customers .....	21
2.10	In-person/Point-of-Sale Payments .....	22

- 2.11 Intercept Bank-issued Paper Checks with Online Bank Direct ..... 22
- 2.12 Automate Over-the-phone Payments with Convenient IVR ..... 23
- 2.13 Equip Your Agents/CSRs with Customer Engaging Tools ..... 23
  - 2.13.1 Biller Portal..... 23
  - 2.13.2 CSRConnect ..... 26
- 3 Pricing..... 28

# 1 Introduction

Invoice Cloud has provided clients the easy-to-use payment experience that consumers expect based on doing online business with Fortune 100 companies, such as American Express, Geico, Capital One, or Amazon.com. Payers do not ‘forgive’ a smaller organization’s online experience due to fewer resources; they expect everything to be simple and instantaneous. For Invoice Cloud, platform design is paramount to delivering the best results for our clients and your customers; just adding payment channels has limited usefulness. We design our payment channels to significantly increase self-service and e-bill adoption while simultaneously reducing payment-related calls to your customer service team and agents.

---

## Invoice Cloud (IC) by the Numbers

- **Founded** in 2009
  - **130+** different software integrations
  - **2,100+** municipal and utility clients in all 50 states
  - **\$17B+** processed payments in 2019 (roughly **84M** payments)
  - **119%** average online payment adoption increase in the first year of service
  - **2.8x** average paperless billing adoption
  - **99.9%** system up-time
  - **PCI Level 1** and **SSAE 18** (SOC 1 and 2) certified for online payment security
  - **98%** client retention rate
- 

To achieve these results for our clients, Invoice Cloud focuses on 4 core competencies: the **4Cs of Effective Electronic Bill Presentment and Payment**.

1. **Cloud:** The application is true SaaS, so our clients never have to do upgrades or updates.
2. **Connect:** Our implementation and integration methodology is best in class, making it simple to install for our clients so they can reap the benefits in 90 - 120 days after signing.
3. **Convert:** The design of the payment channels – how easy it is to enroll in the self-service options, and how easy it is to pay through them – is how Invoice Cloud achieves the industry’s best e-adoption rates.
4. **Communicate:** Our intelligent communications engine with event-based reminders (text, e-mail, phone) sent only to payers who have yet to act. This automates communication between you and your customers, drives down call center volume, and increases conversion to self-service.

**Invoice Cloud’s focus** in these 4 areas has resulted in our average client achieving a 119% increase in e-payments and a 2.8X increase in paperless enrollment in year 1 – while also seeing a more than 40% reduction in payment related CSR calls.

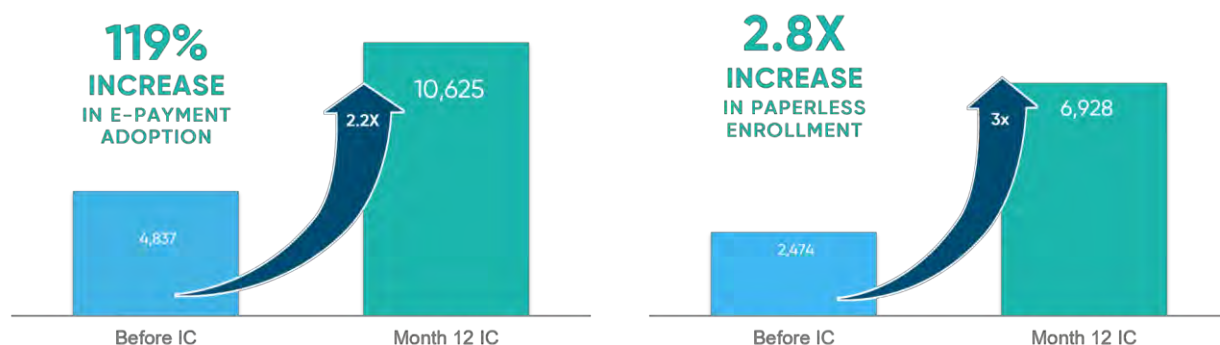
**Table 1. Oscoda Township Proposal Goals and Objectives**

Goals & Objectives	Invoice Cloud
1. Improve resident payer experience by implementing <b>a robust, intuitive online portal</b> that is user-friendly and simple to use, reducing resident difficulty and confusion when trying to view & pay their bills online.	✓
2. Provide a fully integrated <b>IVR (pay by phone)</b> solution that will allow residents to do a true account lookup and hear their balance due & due date prior to paying. This will reduce resident difficulty and confusion when trying to pay via IVR, in turn reducing payment errors as well as phone inquiries into the Treasurer's office.	✓
3. Reduce the level of maintenance and time spent handling current manual <b>ACH auto-draft program</b> (resident/account changes, bank changes, ACH rejects, etc.) by <b>migrating ACH auto-drafts to Invoice Cloud</b> and automating their processing.	✓
4. <b>Improve customer communications</b> by sending out automated, event-driven email and text reminders and notifications (all sent by Invoice Cloud on behalf of the Oscoda Township).	✓
5. Implement a <b>paperless program proven to be the most effective in the U.S.</b> — with many built in features that automatically encourages payers to enroll in paperless, without any effort needed by the utility. Maximizing 'paperless' enrollments will maximize print/mail cost savings for the Oscoda Township.	✓
6. Future proof your customer experience with a true <b>Software-as-a-Service EBPP</b> platform. Stay ahead of payment and engagement technology with a SaaS partner.	✓



## 1.1 Our 4Cs Approach

Invoice Cloud delivers a simple, out-of-the box solution with a partnered integration with your billing system, quick and easy implementation, and a proven interface that increases **e-adoption: the measure of how many customers use a billing and payment solution**. E-adoption is the only metric that can demonstrate which solution customers prefer, and **Invoice Cloud provides the industry's highest average e-adoption increase of 119% and 2.8x more paperless enrollments in the first year of service alone**. This e-adoption only grows year-over-year as we improve our true SaaS solution on your behalf. Higher e-adoption means our system is easier to use, has the most comprehensive set of features for flexibility, and has the best interface and marketing techniques to drive usage (**Figure 1**).



**Figure 1. Invoice Cloud's Average First Year Adoption Increases.** *Our clients typically see their e-payment adoption and paperless enrollments double in only one year after switching to Invoice Cloud.*

As more of your customers use our platform and switch to paperless billing, AutoPay, and other features of our solution, the Oscoda Township saves time and money, having more of both to pursue other business ventures. There is a significant cost to handling paper bills and physical payment instruments (i.e., cash and checks). But you also save operational costs when more customers automatically pay their bills on time every month, spending less on collection efforts, extra communication, and shutoffs.

The Oscoda Township can expect similar (or better!) e-adoption through Invoice Cloud's 4 Cs of a successful EBPP.

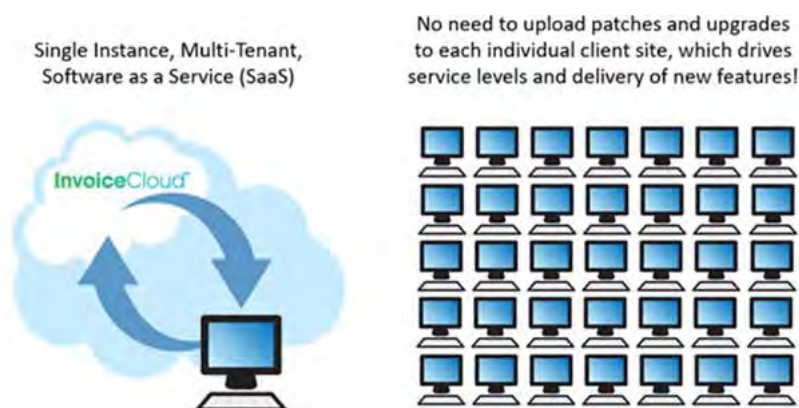
### 1.1.1 Cloud

**Continually add new payment options, communications methods, and increased security through True SaaS updates:** Invoice Cloud simplifies payment processor management by shouldering nearly all IT processes and upgrades on your behalf. We keep our system up to date through true SaaS delivery of new features and security updates. With IC's true SaaS

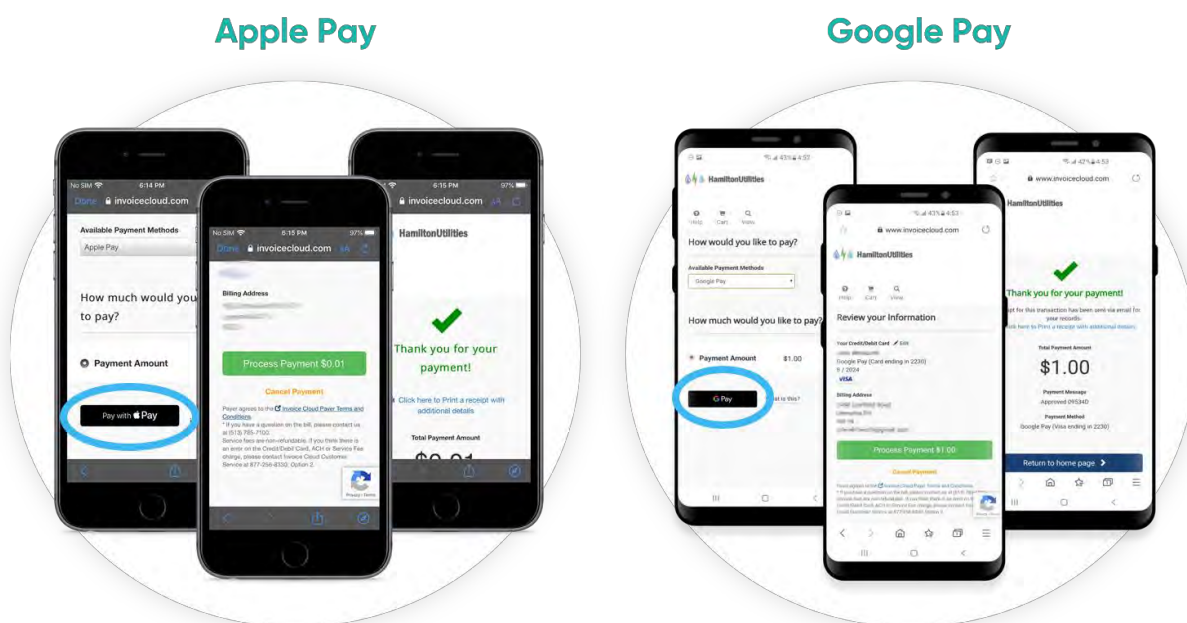
platform, the biller always receives access to all new features as we release them, no updates or patches required (**Figure 2**).

When we release a new enhancement, we update a single instance of our platform and then give each biller the opportunity to opt in through remote activation.

True SaaS means that your customers log into the latest, greatest, and most secure version of our payment portal every time they pay their electric bill. For example: when Invoice Cloud added the option to pay with and save mobile wallet payment methods like Apple Pay and Google Pay, all 2,100+ IC clients received this ability the day of release (**Figure 3**).



**Figure 2. IC's Single Instance, Multi-Tenant SaaS Platform.** IC updates a single stack of code, and all clients receive enhancements immediately without uploading patches or upgrades.



**Figure 3. Mobile wallet simplifies the customer experience to make paying easier than ever.** Automatic true SaaS updates delivered secure, fast payments through Apple Pay and Google Pay to 100% of our clients on the day of release.

## 1.1.2 Connect

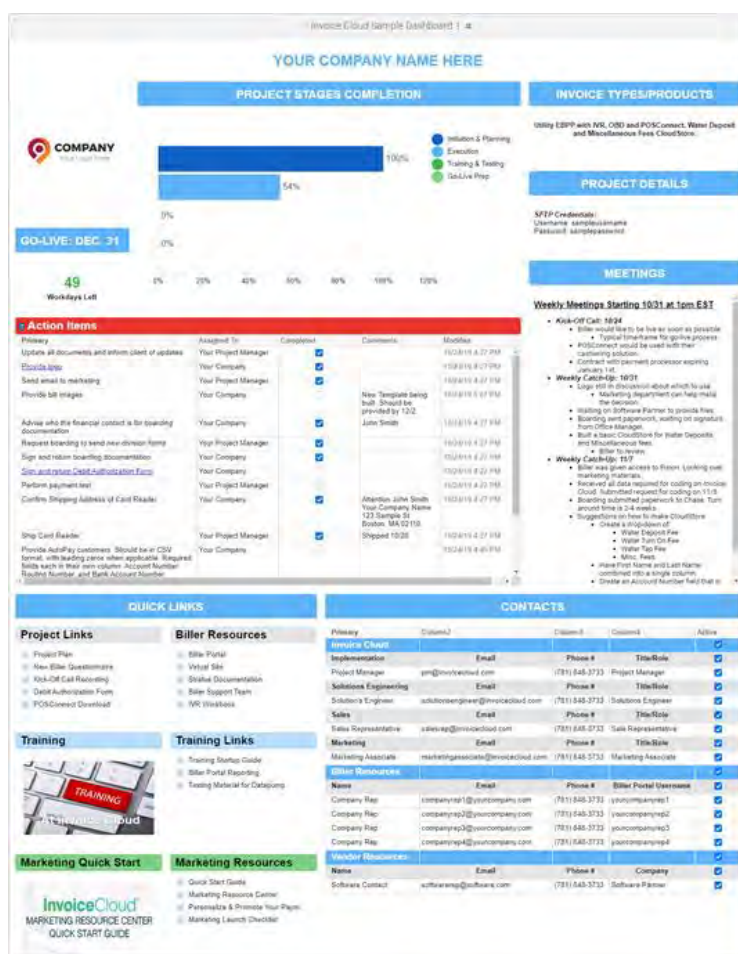
**Receive payments faster and always present the latest balance through Invoice Cloud's integration to your billing system(s):** Our platform reflects the data in your core billing/CIS software via a deep integration, reducing administrative work for staff and sending intelligent communications to drive customer self-service. Invoice Cloud has developed more than 130 seamless integrations, leveraging batch, real-time and single sign-on (SSO) with our growing list of partners and supported integrations (**Figure 4**).

We apply our integration experience to perform 70%+ of the implementation effort on our billers' behalf in 90 - 120 business days. We transparently keep our clients apprised throughout implementation by updating our shared Smartsheets dashboard (**Figure 5**).

Invoice Cloud can also embed our EBPP service into third-party portals through iframes, creating a seamless experience for the payer that matches the style, color schemes, and branding of an existing portal (**Figure 6**). Clicking on link like AutoPay, Paperless, or Account History opens those Invoice Cloud screens within the same platform.

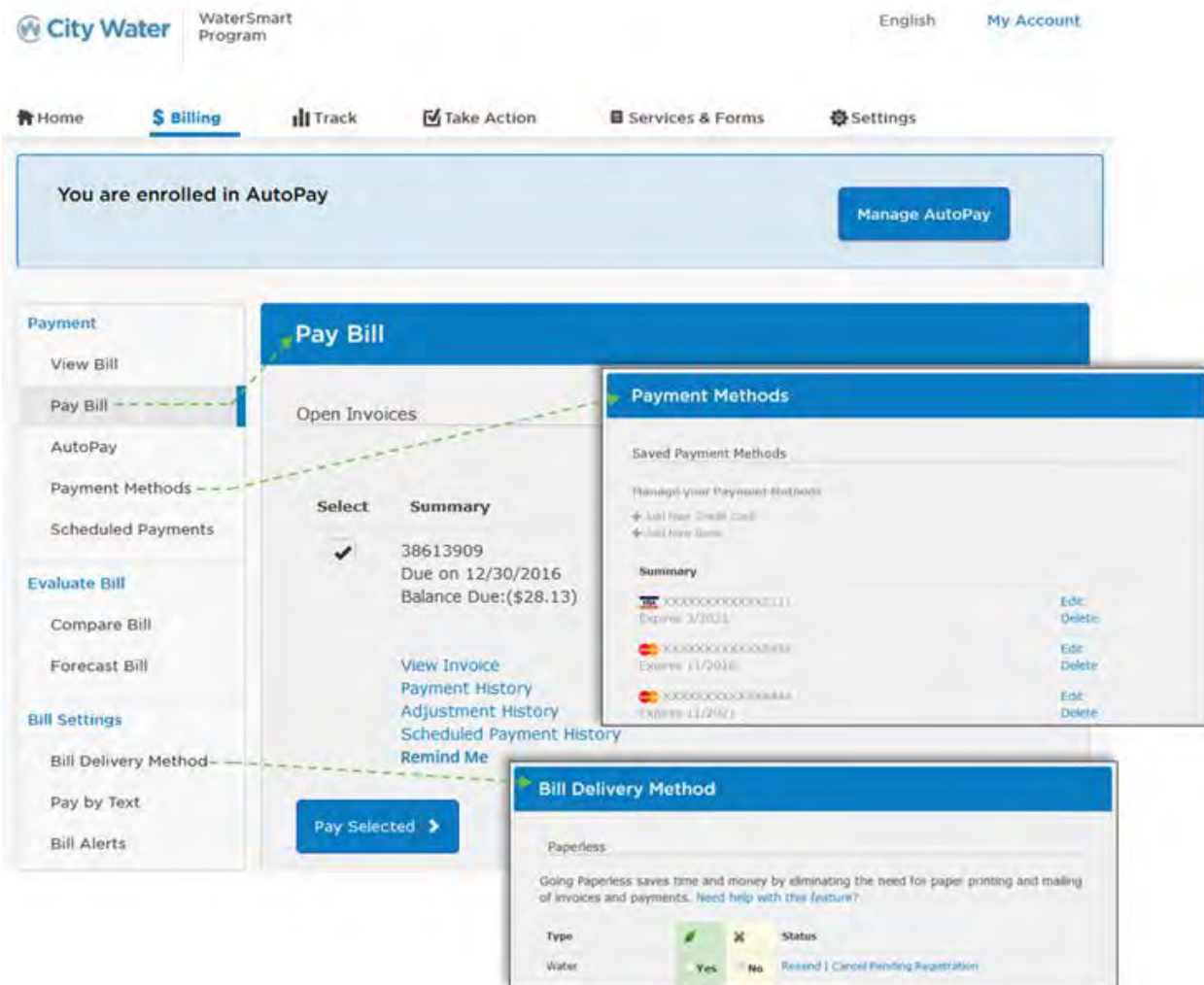


**Figure 4. Invoice Cloud's Year-over-year Increase in Partners.** *More third-party vendors choose to partner with us after integrating our platforms.*



**Figure 5. Invoice Cloud Implementation Tracking in Smartsheets.**

*See which key personnel are responsible for each technical aspect of implementation and track day-to-day progress.*



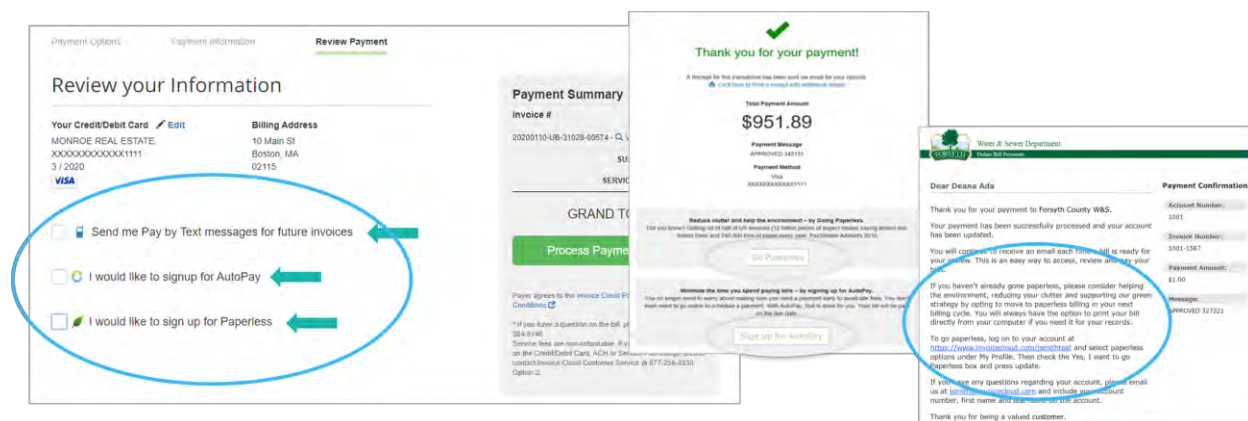
**Figure 6. Example of an Iframe-embedded SSO with One of Many Third-Party Portal Solutions.** SSO automatically logs customers into both third-party portals and IC as one completely seamless and secure payment experience.

### 1.1.3 Convert

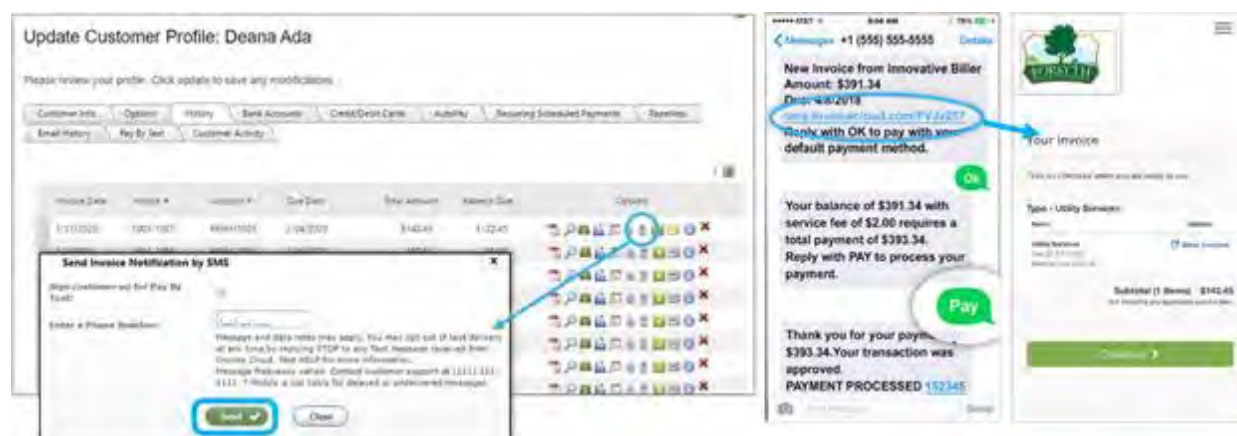
#### **Increase operation savings in both time and money through streamlined customer self-service:**

The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. The ease of enrollment of the payment/reminder options, as well as the ease of paying through the various channels determines the number of payers who will use them. Invoice Cloud designed our payment process to engage customers at existing contact points to present opportunities to self-service enroll in payment services and reminders (**Figure 7** and **Figure 8**). We also provide tools to CSRs in our Biller Portal that help retrain customer behavior towards self-service, like sending direct links to their payment via text message. As more of your customers use Invoice Cloud to manage paperless billing, AutoPay, text, and more, you save money and can spend time on more important tasks than manual collections.





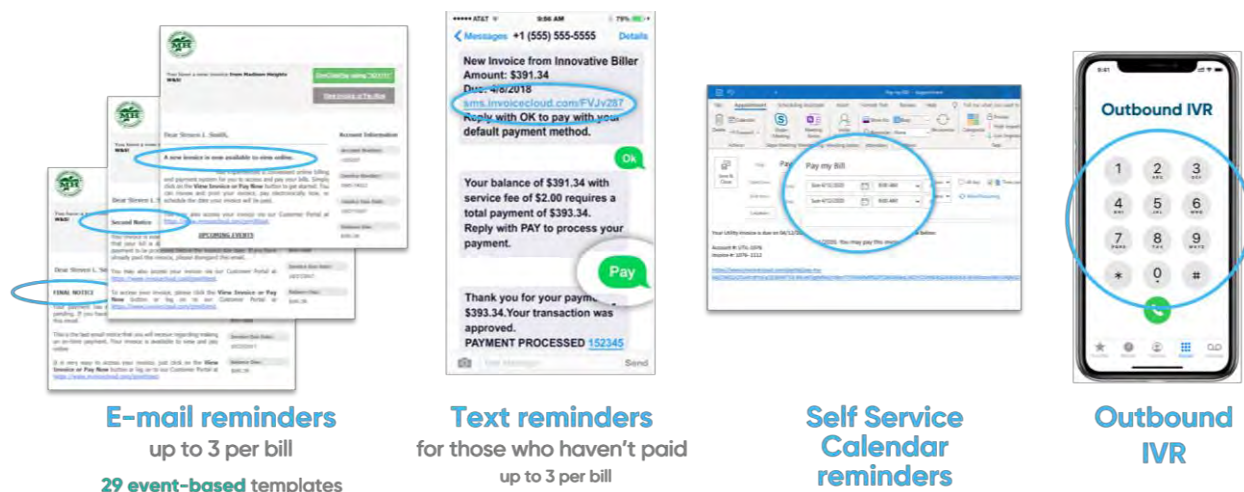
**Figure 7. Enrolling in Pay by Text, AutoPay, and Paperless Without Leaving the Payment Process.** Customers can enroll mid-payment process, at the very end, and from their confirmation email.



**Figure 8. Send a Text Message with a Direct Link to a Customer's Payment from the Biller Portal.** CSRs can now help mobile-using customers more easily find their bill and enroll in Pay by Text.

## 1.1.4 Communicate

**Improve customer engagement and satisfaction through Invoice Cloud's simple, consistent interface and communications:** The effectiveness of the automated communication engine with payers determines if an EBPP platform will drive more self-service and decrease customer phone calls. Invoice Cloud helps clients reduce operational costs and customer calls through our consistent customer experience across our omnichannel payment and communication features (**Figure 9**). We engage more customers through targeted, automated messaging and self-service so that they help themselves, paying their bills on time without calling or walking into your office.



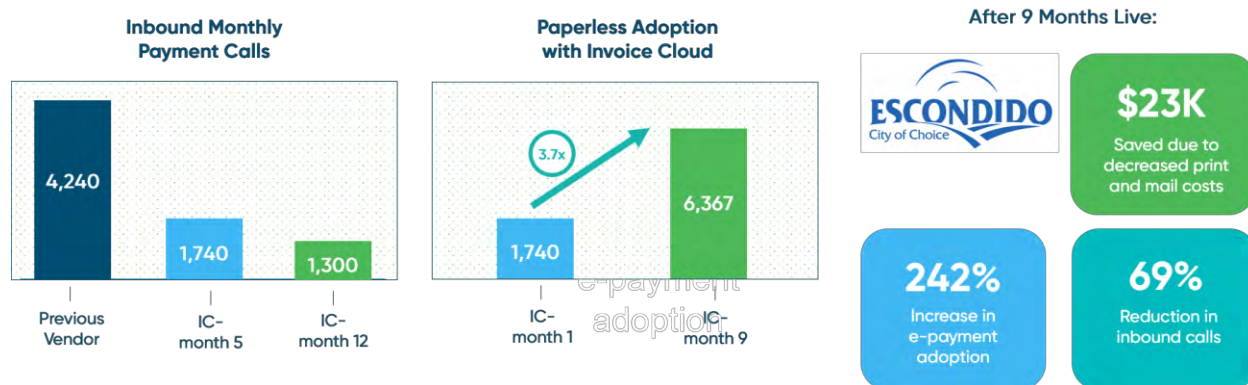
**Figure 9. Invoice Cloud's Customer Engagement Platform Options.** We help billers more effectively engage payers through the communications channels that customers prefer.

## 1.2 Case Studies

We provide examples of how we apply our 4Cs approach to help our more than 2,100 clients save time and money by converting their customers to self-service electronic payments and paperless billing. The following case studies are typical of our clients' experiences after switching to Invoice Cloud.

### 1.2.1 City of Escondido, CA

To meet PCI compliance requirements, the City of Escondido decided to move its online payment processing to a third-party vendor. Unfortunately, the system that was implemented created challenges for the City and its citizens through a difficult user experience, lack of convenient payment options and lack of real-time integration, among other issues. After switching to Invoice Cloud, Escondido has achieved PCI Level 1 compliance and increased e-adoption (**Figure 10**).



**Figure 10. City of Escondido's Savings in Time and Money through Invoice Cloud's Customer Engagement.** In only 9 months, the City increased e-adoption by more than 200% and more than tripled their paperless enrollments. More than half of all City bills are paid electronically, 21% without printing and mailing a paper bill.

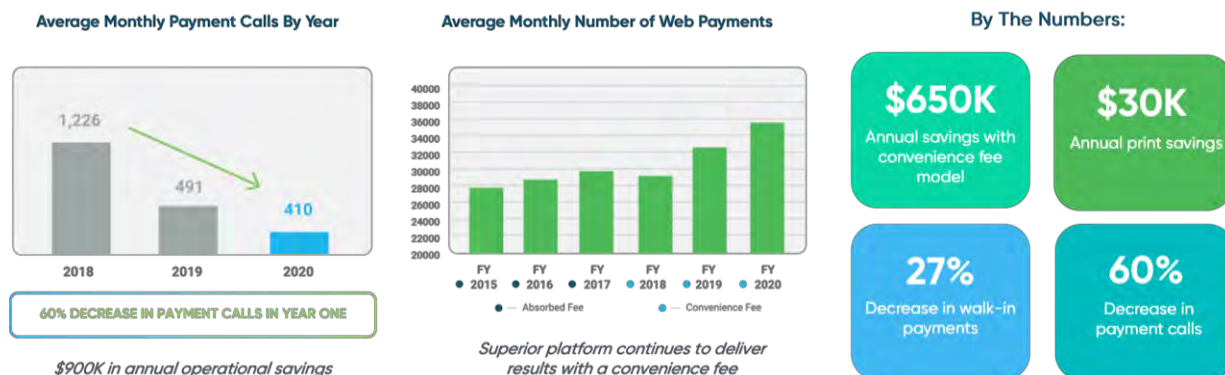
## 1.2.2 Arlington Water, TX

Increasing water rates were becoming a major issue for Arlington Water Utilities customers. To combat these rate hikes, Arlington needed to find a creative way to increase revenue and decrease costs without raising rates. The utility faced billing challenges, including rising credit card processing fees, print and mail costs, and calls and walk-ins. After switching to Invoice Cloud, Arlington increased revenue and cut costs through higher e-adoption (**Figure 11**).

*"We feared a major reduction in digital payments due to implementing a convenience fee. We were pleased to see, despite adding the fee, with the Invoice Cloud platform, we reached our previous adoption levels in less than three months and continue to see growth in adoption well above previous levels."*

**Matt Peters**

*Water Utilities Department, City of Arlington*



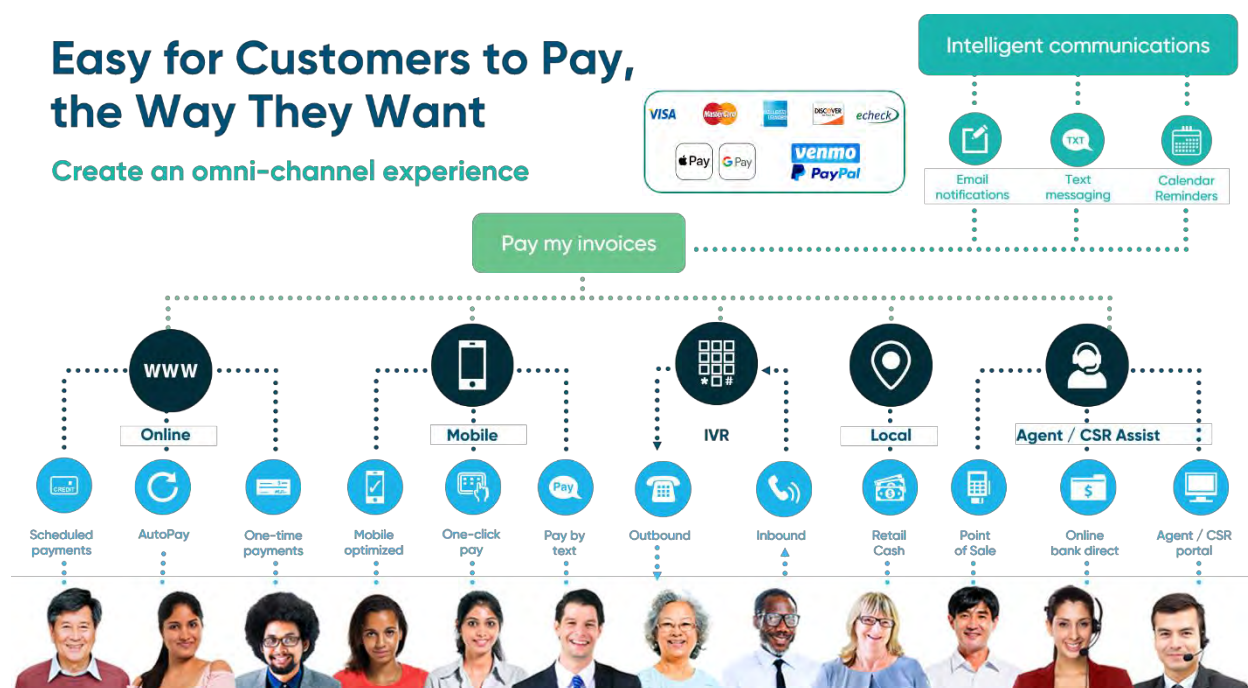
**Figure 11. The City of Arlington's Savings in Time and Money by Increasing Customer Engagement through Invoice Cloud.** More City customers use Invoice Cloud to pay electronically every year rather than pay through the mail or over the phone, even with new convenience fees.

## 2 Invoice Cloud's Omnichannel Experience

Invoice Cloud provides a secure, private, and third-party certified Payment Card Industry (PCI) Level 1-compliant solution to electronically present bills from your billing system and accept payments using all major credit and debit card brands, including Visa, MasterCard, Discover, and American Express; eChecks; digital wallet methods like Apple Pay and Google Pay; and now PayPal and Venmo. We are responsible for the security of all cardholder data in the IC system, relieving our billers of all online PCI requirements.

Invoice Cloud recognizes that everyone uses the internet and, more importantly, pays their bills differently. We provide the means to securely access billing data and pay using all credit, debit, ACH, and digital wallet methods across our entire omnichannel customer engagement platform (**Figure 12**).

We achieve the highest e-adoption rates by providing a consistent interface across fully integrated extensive web and mobile payment options, so that customers can easily learn and use the best self-service options based on their own preferences, including those described in the following subsections.



**Figure 12. IC's Communications Engine and Diverse Payment Options Reaches More Payers.** Save time and money by engaging customers to pay bills without calling, walking into, or mailing physical checks to offices.



## 2.1 One-time Payments

Invoice Cloud provides the most robust one-time payment system in the industry.

Registered and unregistered customers can fill a shopping cart with related payments and pay in three or fewer steps, during which we provide multiple opportunities and incentives to register, link a phone number or email address to their accounts for text and email notifications, go paperless, or enroll in AutoPay.

### Higher E-adoption through One-Time Payments

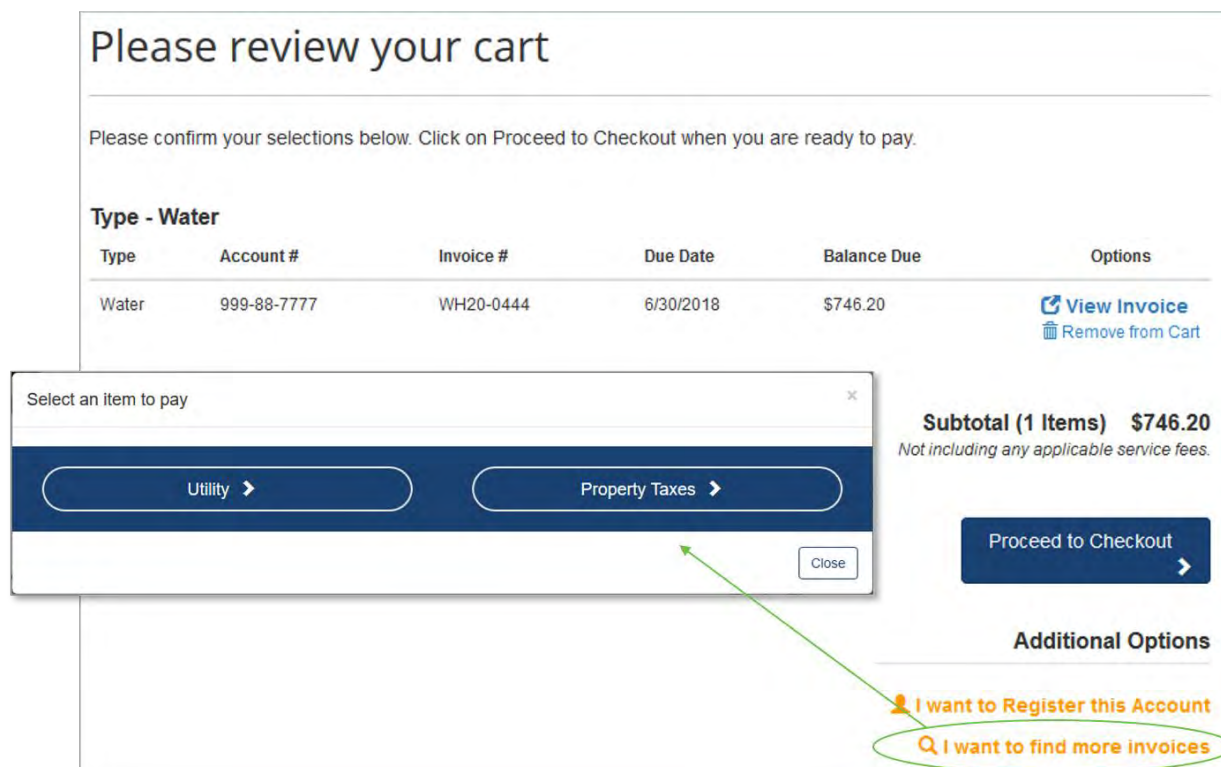
41% of online payers use one-time payment channels. Most of these customers do not go online with the intent of signing up for these additional services. *Invoice Cloud maximizes enrollment (and, thus, print/mail cost savings) by presenting enrollment options as part of the one-time payment process.*

Invoice Cloud makes it easy for customers to pay their bills, whether registered or not, through our platform. Customers make one-time payments without logging in to our Customer Portal, which they can access directly from email or text notifications or through your web site. Once in the Customer Portal landing page, the customer can look up their bill using criteria dictated by the biller, such as their Account Number or Service Address (**Figure 13**). They can also view an exact PDF of their invoice, set calendar reminders, and build a shopping cart to pay for any invoice types offered by the biller.

The screenshot displays the Oscoda Township Invoice Cloud interface. At the top, the Oscoda logo and navigation links (Sign In, Register, Contact Us) are visible. The main heading is 'Pay or View Bills', with a sub-heading 'Pay online with One Time Pay, no registration required.' and a 'Pay Now' button. Below this, there are sections for 'Fast and Easy' and 'Safe and Secure'. The 'Please Locate Your Account' form is overlaid, featuring a 'Utility Bill' search section with a 'Search Invoices' button. The 'Search Results' table is also shown, listing search results with columns for Select, Bill #, Account #, Owner, Due Date, Bill Total, and Balance Due. A table with one row of data is visible.

Select	Bill #	Account #	Owner	Due Date	Bill Total	Balance Due
<input checked="" type="checkbox"/>	WH20-0444	999-88-7777	Smith, Steven	6/30/2018	\$500.13	\$746.20

**Figure 13. Finding Your Bill for One-time Payment.** Customers quickly find their bill using search criteria defined by the biller in accordance with your business rules.



**Figure 14. One-Time Payer Adding Multiple Invoices to their Cart.** One-time payers can control their payment options at any point of purchase, increasing the likelihood of e-adoption.

IC provides a robust Shopping Cart experience: payers can add multiple invoices from multiple billing departments to their cart, even from disparate billing systems, and pay them all in a single transaction (**Figure 14**). IC also maintains line items for each invoice against the total balance, depositing each to different bank accounts per your business rules.

We provide a simple, intuitive payment process with proven timesavers, like auto-filling name and address fields from their invoice, and automatically presenting other outstanding bills for the payer to pay (if applicable). We make it easier to pay from mobile devices, reduce rejects and chargebacks, and protect the biller from payments with flagged accounts for fraudulent activity. We also embed proven e-adoption increasing features into our payment

### Streamline the Payment Process for Higher E-adoption

- Limit customer keystrokes by pre-populating name and address fields from the invoice
- Auto-enroll customers into email reminders by requiring an email address for their receipt
- Eliminate submittal of invalid payment methods by authorizing card and ACH routing information as entered
- Increase AutoPay, Paperless, and Pay by Text enrollment by providing opportunities to self-service apply payment information

Payment Options | Payment Information | **Review Payment**

## Review your Information

**Your Credit/Debit Card** [Edit](#)  
 John Q. Customer  
 XXXXXXXXXXXX1111  
 12 / 2019

**Billing Address**  
 1 North Main St.  
 Memphis, TN  
 38103  
 training@invoicecloud.com

☒ I would like to signup for AutoPay

Save trees, checks, stamps, and time. Sign up for AutoPay and pay statements automatically on their AutoPay collection date. AutoPay will automatically pay invoices on their due date using your default payment method. AutoPay will send you an email confirmation of your transaction as each statement is paid, automatically.

Your Credit/Debit Card ending in 1111 will be used to pay your invoices via AutoPay.

Policy	Email Address	Go AutoPay?
ZHANG AI H	training@invoicecloud.com	<input checked="" type="checkbox"/> Testing my

☐ Send me Pay by Text messages for future invoices

☐ I would like to sign up for Paperless

### Payment Summary

Policy #	Amount
2018030055522-1 - <a href="#">View</a>	\$186.07
2018030055523-1 - <a href="#">View</a>	\$234.43
2018030055524-1 - <a href="#">View</a>	\$265.89
2018030055525-1 - <a href="#">View</a>	\$295.49
<b>SUBTOTAL</b>	<b>\$981.88</b>
<b>SERVICE FEE *</b>	<b>+ \$1.00</b>
<b>GRAND TOTAL</b>	<b>\$982.88</b>

[Process Payment \\$982.88](#)

Payer agrees to the Invoice Cloud Payer Terms and Conditions [View](#)

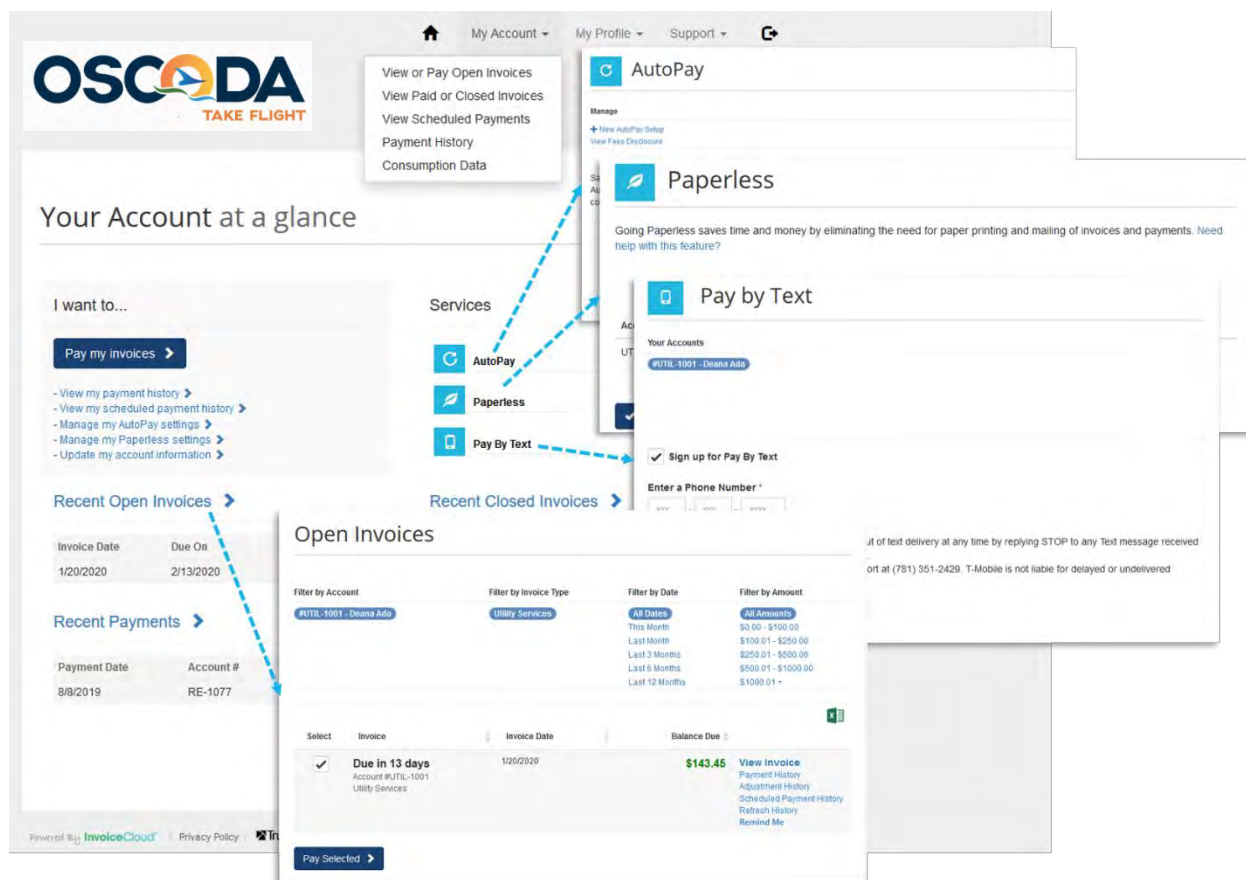
\* If you have a question on the bill, please contact us at (360) 535-6393  
 Service fees are non-refundable. If you think there is an error on the Credit/Debit Card, ACH or Service Fee charge, please contact Invoice Cloud Customer Service at 877-258-8330, Option 2.

**Figure 15. Review Payment.** One-time payers can forgo traditional registration while opting into paperless billing by email or text or even AutoPay. This is how we achieve our e-adoption rates.

process, like AutoPay, paperless, and Pay by Text enrollment and registration for flexible payment options (**Figure 15**).

## 2.2 Registering for Faster and More Convenient Payments

Invoice Cloud provides a Customer Portal for customers who want to register and take advantage of additional self-service options. Payers can self-service manage their bill pay settings, review their billing and payment history, and change their settings for AutoPay/paperless billing/Pay by Text; additionally, payers can link multiple accounts to their profile, schedule single payments, set-up recurring payments, and save new payment methods (i.e., credit/debit cards, digital wallet methods, and bank accounts for ACH). (**Figure 16**).



**Figure 16. Customer Portal for a Registered Account.** Invoice Cloud provides redundant interface options to help any user update and add services to their profile, no matter how they typically use the internet.

## 2.3 Flexible Payment Options

Invoice Cloud provides several in-house options to help each payer pay their bill on time when it best suits their budget. We have also recently added **PayPal Pal Later** functions to our checkout process, including **PayPal Credit** and **Pay in 4**. PayPal Pay in 4 allows the qualifying payer to pay a bill between \$30 and \$600 in four interest-free installments every two weeks over a 6-week period. Their first installment is required immediately to complete our payment process, but the biller receives the full payment amount of all installments in two business days.

### 2.3.1 Scheduled Payments

Registered customers can schedule a one-time future payment using Scheduled Payments in their Customer Portal account (**Figure 17**). They may schedule more than one payment at a time. We configure the Customer Portal to only allow selections that meet your business rules, like last permissible date for payment and minimum payment amount.

**When would you like to pay?**

☐ **Pay Today** ★

You may make a One Time Payment that will process Today. Payments are real-time and will be applied to your Invoice instantly.

☒ **Schedule a Payment**

You may schedule a One Time Payment for a date in the future, beginning as soon as tomorrow. Please select or enter a date below to get started.

**Payment Date \***

mm/dd/yyyy

**Proceed to Checkout** ➔

**Figure 17. Scheduled Payment Options.** Customers can future-date a payment to avoid running out of funds.

## 2.3.2 Recurring Scheduled Payments

Registered customers can self-service set recurring scheduled payments to pay a certain amount the same day every month (**Figure 18**).

**Recurring Scheduled Payments**

**Manage**

[+ New Recurring Scheduled Payment](#)

[View Fees Disclosure](#)

Our Recurring Scheduled Payments [learn more about this feature.](#)

**New Recurring Scheduled Payment**

Please select the type of Recurring Scheduled Payment you want to create and fill out all fields. [Click to learn more.](#)

**Invoice Type \***

Water

**I want to \***

Pay a fixed payment amount on selected day

**How much do you wish to pay? \***

\$ \$0.00

**Pay on this day of every month: \***

1

**Use this payment method: \***

Credit Card: XXXXXXXXXXXX1111

**Active \***

☒

**Save my changes**

Standard service fees may be applied if applicable. Please view our [Fees Disclosure](#) for more information.

**Figure 18. Scheduling Recurring Payments.** Customers can schedule and pause a recurring payment for any day of the month.



### 2.3.3 AutoPay

Any customer—registered or not—can automatically pay their full invoice amount, on the day it is due, through AutoPay. This is critical for utility bills, where balances are based on consumption, and ensures that, if a customer makes partial payments or simply wants the convenience of paying their bills on time, every time, any remaining balance is always automatically paid when due.

Enrollment is 100% self-service either from our one-time payment (which typically doubles AutoPay enrollment for new clients) or from the registered payer's Customer Portal account (**Figure 19**).

#### Invoice Cloud improves on the AutoPay offered by other vendors

- 100% self-service enrollment, requiring no registration by the customer or action by the biller.
- Securely store and tokenize all payment data using our double encryption methodology.
- Prevent over- and under-payments by always applying the latest balance on the AutoPay due date through real-time data refreshes.
- Provide peace of mind and opportunity to change AutoPay settings prior to payment through automated email reminders.
- Reduce rejects--and shut-offs and late fees--through automated ACH reject email notifications within seconds of AutoPay payment

**Edit AutoPay Setup**

Registering for AutoPay will void any prior scheduled payments. In order to prevent duplicate transactions, any scheduled payments which are pending for this account will be cancelled. AutoPay will then pay invoices on their due date using your default payment method.

**Select an Account \*** **Invoice Type \***

#UTIL-1001 - Deana Ada Utility Services

**Use this payment method \***

Please select a Payment Method

**AutoPay Status \***

☐ Yes, put me on AutoPay

☒ No, I do not want AutoPay

**Figure 19. AutoPay Setup.** Customers can set and forget AutoPay, always paying their full balance on time.

## 2.3.4 FlexPay

Registered customers can create their own payment schedule within a billing cycle through IC's FlexPay, making any number of payments before a payment is due. Customers choose the first and last payment dates and then number of payments. IC generates a corresponding number of payment fields so that the customer can set the exact date and amount for each (**Figure 20**).

The screenshot displays the 'Payment Information' tab of the FlexPay setup process. It includes a 'Schedule your FlexPay payments' section with input fields for the first payment date (04/05/2018), last payment date (05/10/2018), and number of payments (3). A 'Create Schedule' button is at the bottom. To the right, a 'Payment Summary' table shows an invoice total of \$80.00. Overlaid on this is a 'Confirm your FlexPay Schedule' modal showing three payment entries for invoice OWS-74312, each with a payment amount of \$15.45 and a service fee of \$1.00, totaling \$16.45 per payment.

**Payment Options** | **Payment Information** | Review Payment

### Schedule your FlexPay payments

When would you like your First Payment to process?

When would you like your Last Payment to process?

How many payments would you like to make?

**Create Schedule**

#### Payment Summary

Invoice #	Amount
14142782652369 - <a href="#">View</a>	\$80.00
<b>SUBTOTAL</b>	<b>\$80.00</b>

### Confirm your FlexPay Schedule

**1**

**Payment Date**

Invoice	Payment Amount	Service Fee	Total
OWS-74312	<input type="text" value="\$ 15.45"/>	\$1.00	\$16.45

**2**

**Payment Date**

Invoice	Payment Amount	Service Fee	Total
OWS-74312	<input type="text" value="\$ 15.45"/>	\$1.00	\$16.45

**3**

**Payment Date**

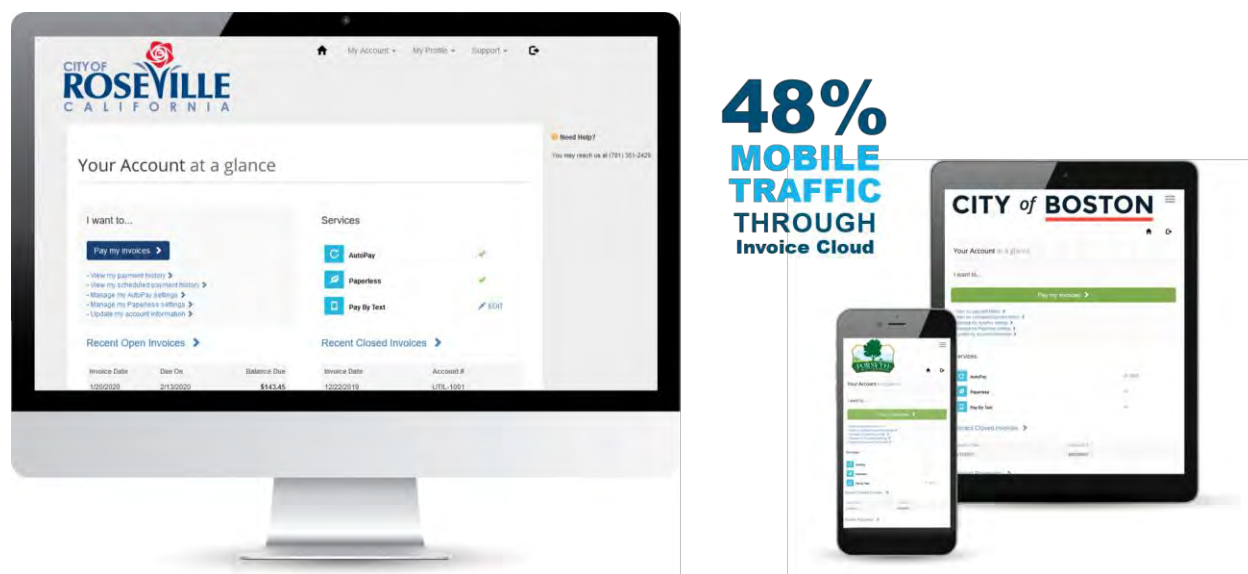
Invoice	Payment Amount	Service Fee	Total
OWS-74312	<input type="text" value="\$ 15.45"/>	\$1.00	\$16.45

**Figure 20. FlexPay Setup.** Customers can future-date multiple payments to avoid running out of funds.

## 2.4 Mobile Optimized Payments

Invoice Cloud's Customer Portal is device- and browser-agnostic, working on any mobile device using Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Internet Explorer or Edge

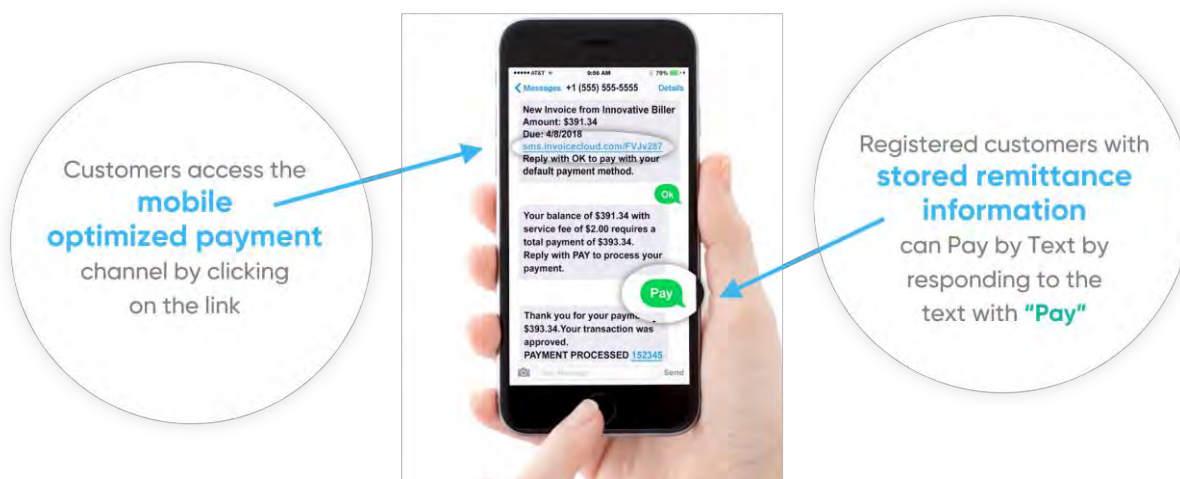
browsers. We designed our Customer Portal to be mobile responsive, meaning it changes based on the size of screen it loads on to be readable and maintain all user functionality (**Figure 21**).



**Figure 21. Mobile Responsive Site Design Delivers the Best Invoice Cloud and Device Functionality.** *Payers can find and pay their bill on any smart device and use mobile wallets like Apple Pay and Google Pay.*

## 2.5 Pay by Text

Customers receive a text notification with a direct link to their payment in our mobile optimized site – no login or reauthentication required. Or, if registered with Invoice Cloud, they can pay by simply replying to the text alert (**Figure 22**).



**Figure 22. Pay by Text Reminders Engage Mobile Customers.** *Quickly pay your bill either by SMS text or in the web browser of your choice.*



## 2.6 Round Up or Add Donation to Payment

Customers can add a donation to the charity of the biller's choice during our simple, three-step payment process. Clients can advertise their charity in the payment route, and customers can either round up, donate a flat amount, or enter a custom amount (**Figure 23**).

The screenshot shows a payment interface with two tabs: "Payment Options" and "Payment Information". Under "Payment Options", there are two sections for donations. The first section is for "Habitat for Humanity" and the second is for "St. Jude Children's Research Hospital". Each section has a "Test me now" button and a "Round up bill total (\$0.84)" option. Below these, there are radio buttons for "Donate \$2.00" and "Donate other amount". A note at the bottom states "A minimum amount of \$0.01 is required."

**Figure 23. Adding a Donation to their Cart.** Customers can easily donate to your preferred cause(s) without exiting the payment process.

## 2.7 One-stop Shop for All Services

Invoice Cloud's scalability through True SaaS configuration makes it easy to unify both recurring invoiced and one-off, non-invoiced payments in one single billing and payment solution. We configure invoice types for any payment your customers need, whether utility or tax bill or other services like permits and fees, so that each invoice type behaves in accordance with your business rules. Each invoice type can have its own integrated billing system, fee model, depository bank, and more.

### 2.7.1 Cloud Store

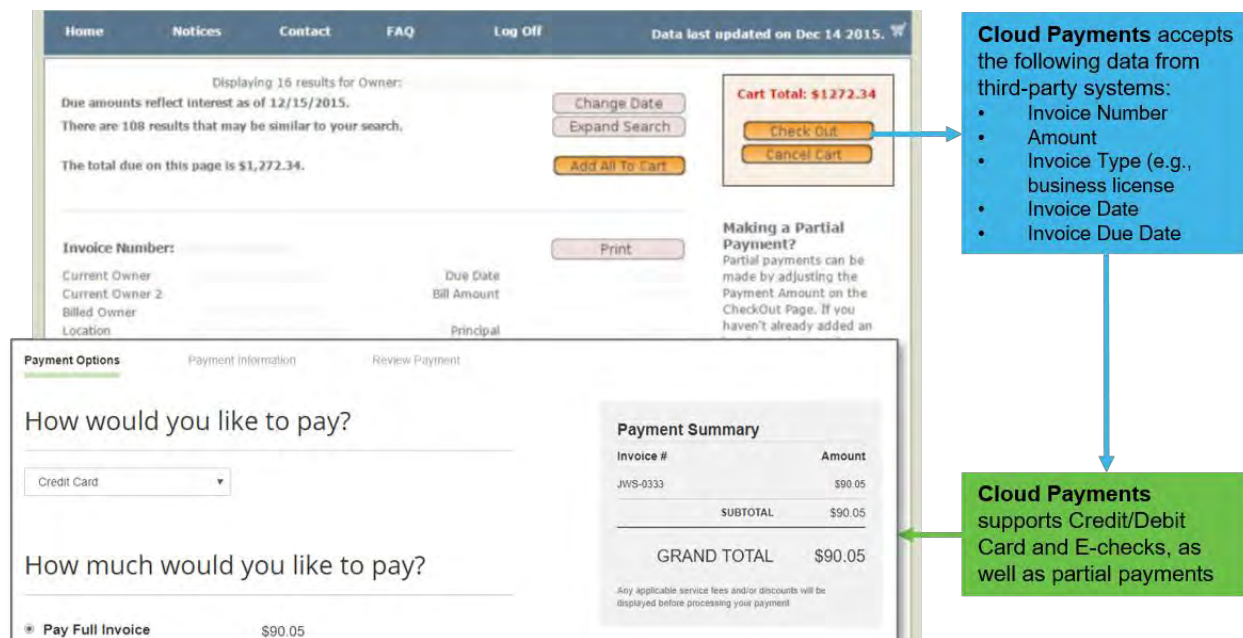
Cloud Store allows billers to accept payments for non-invoiced services, such as permits, licenses, membership fees, etc. (**Figure 24**). We work with our clients to define the required fields, fees, and data entry form to accept payment and provide the right information back to you. Cloud Store works with Shopping Cart, so customers can pay more than one invoice in a single checkout process.

The screenshot shows a "Police Alarms" form for the "Chandler Police Department Alarm Unit (480) 782-4201". It includes a "Please fill out all the required fields that are denoted with an asterisk. Click for more information." link. The form has several sections: "Account Number" (with a QR code icon), "Customer Name", "Business Name", "Phone Number" (with a format guide: xxx - xxx - xxxx), "Invoice Number", "Account Address", "Contact Name", "Email Address", "Payment Description", "Store Items" (with a dropdown menu), and "Shopping List" (a table with columns: Item Name, Amount, Unit Price). The "Shopping List" table shows one item: "False Alarm Fee" with an amount of 1 and a unit price of \$85.00. To the right, there is an "Items Summary" table with columns: Item Name, Amount. It shows "False Alarm Fee" with an amount of \$85.00 and a "Subtotal" of \$85.00. A "Review Your Information" button is at the bottom right.

**Figure 24. Example of a Cloud Store.** Quickly and painlessly add new, non-invoiced payments including all data needed.

## 2.7.2 Cloud Payment

Cloud Payment integrates Invoice Cloud with third-party systems for one-time non-invoiced items, like parking or permit systems, to securely process payments during the mid-application. IC takes the data from the third-party system to generate an invoice on-the-fly, processing the payment in our own Customer Portal (**Figure 25**). Once payment is complete, IC sends confirmation back to the third-party system, and the customer can complete their application.



**Figure 25. Third-Party Payment Site Integrated with IC through Cloud Payments.** *Third-party systems can access IC data to process and then receive real-time confirmation of payment.*

## 2.8 Full Integration of Trusted Digital Wallets

Security-conscious consumers may prefer to use existing digital wallets to pay online rather than enter payment credentials into a new system. Invoice Cloud designed our platform to automatically recognize users' eligible wallet options based on their device and browser settings so that they can apply them to your payments, including Apple Pay, Google Pay, PayPal, and Venmo (**Figure 26**).

The screenshot displays the 'Payment Options' tab of the Invoice Cloud payment process. The main heading is 'How would you like to pay?'. Below this, a dropdown menu titled 'Available Payment Methods' is open, showing 'Google Pay' as the selected option, with other visible options being 'Credit/Debit Card' and 'EFT (Check)'. Below the dropdown, there are three radio button options: 'Pay Full Invoice' (selected) for \$81.93, 'Pay Minimum' for \$1.00, and 'Pay Other Amount'. At the bottom left is a 'Pay' button with the Google Pay logo, and next to it is a link that says 'What is this?'. On the right side, there is a 'Payment Summary' box containing a table with invoice details and a grand total.

Invoice #	Amount
1076-1115 - <a href="#">View</a>	\$81.93
<b>SUBTOTAL</b>	<b>\$81.93</b>
<b>GRAND TOTAL</b>	<b>\$81.93</b>

Any applicable service fees and/or discounts will be displayed before processing your payment

**Figure 26. Digital Wallet Options in our Payment Process.** Invoice Cloud automatically updates payment options based on a customer's available digital wallet options, including Apple Pay and Google Pay.

## 2.9 Electronic Payment Options for Unbanked Customers

One of the most common remaining barriers to adoption of low-cost electronic payments is that certain customer bases lack bank accounts and, to date, could only pay in-person (often in cash). Invoice Cloud helps reduce this foot traffic and improve customer satisfaction by providing electronic means to pay their bills with either physical currency or through app-based payment systems like PayPal and Venmo.

Invoice Cloud uses the Fiserv network to provide **CheckFreePay**, which allows customers to pay with cash at thousands of participating retail, grocery, and convenience stores using their invoice. We also now accept **PayPal** and **Venmo** payments because much of the unbanked population uses these services to stand in for traditional banking. We are always exploring options to help more people pay electronically.

## 2.10 In-person/Point-of-Sale Payments

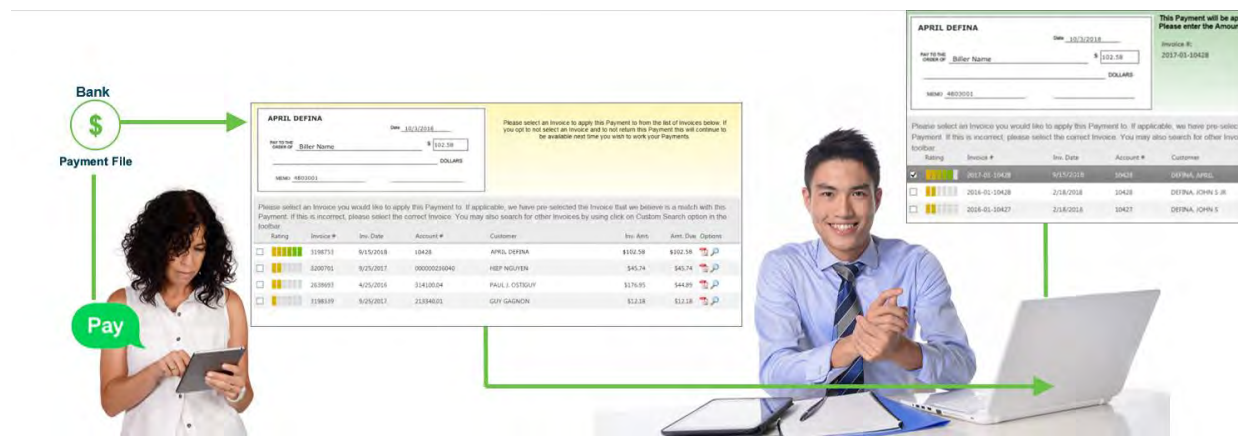
We provide a built-in cashiering system in our Biller Portal for in-person payments, which works with optional PCI-compliant credit/debit card readers. We can also integrate directly with cashiering systems. Customers pay by inserting or swiping their cards, and Invoice Cloud automatically updates the customer's balance in your CIS (**Figure 27**).



**Figure 27. One of Several Compliant Card Readers.**

## 2.11 Intercept Bank-issued Paper Checks with Online Bank Direct

Invoice Cloud offers our clients the ability to electronically receive customer payments when they pay through their home bank, using our Online Bank Direct™ (OBD) service. OBD eliminates paper checks issued by online banking sites; instead, you receive electronic ACH deposits instead, saving your staff time and effort. OBD matches electronic payments (like lock box files) to the payer's account. If the match is made, OBD processes and uploads it into your billing system (**Figure 28**). Artificial Intelligence remembers the matches for next time, so each billing cycle is less matching work.



**Figure 28. OBD-intercepted Pending Payments.** Stop processing paper checks from banks, saving time trying to match them to accounts.

## 2.12 Automate Over-the-phone Payments with Convenient IVR

Invoice Cloud's fully integrated IVR was designed to get calls out of your call center. With CallerID authentication, gone are the days of payers calling to ask for their account number/customer number before you transfer them to your IVR. Additionally, the option to receive a text instead of continuing with the phone prompts makes it easier for payers to complete a transaction. If the payer chooses to continue with the IVR, the option to save their payment method for next time they call makes paying a 2<sup>nd</sup> time much easier. Invoice Cloud's IVR supports English and Spanish, which customers can navigate by either touchtone or voice to pay their bill and save payment methods.

---

### Secure, Painless IVR that Promotes Self-Service

- One phone number for customers to dial
  - Self-service ACH and CC payments
  - Self-service request a text message with a secure payment link using Link Trigger.
  - Automatically connect to your account through Caller ID Lookup
  - Use special characters to enter complex policy/account numbers
  - Receive timely outbound IVR invoice alerts to automatically connect to your bill for payment
- 

Invoice Cloud also offers an outbound IVR service: bill reminders, past due notifications, and ad-hoc notices (water boil, power outage, etc.) Our clients can customize and schedule reminder calls, e-mails and text to payers through our self-service portal.

## 2.13 Equip Your Agents/CSRs with Customer Engaging Tools

Invoice Cloud provides tools to help out billers' Customer Service Representatives better communicate with payers, including our Biller Portal and SSO integration of our payment process with many third-party CSR interfaces. We help CSRs share the customer experience and functionality that helps train customers to try our platform's many self-service options.

### 2.13.1 Biller Portal

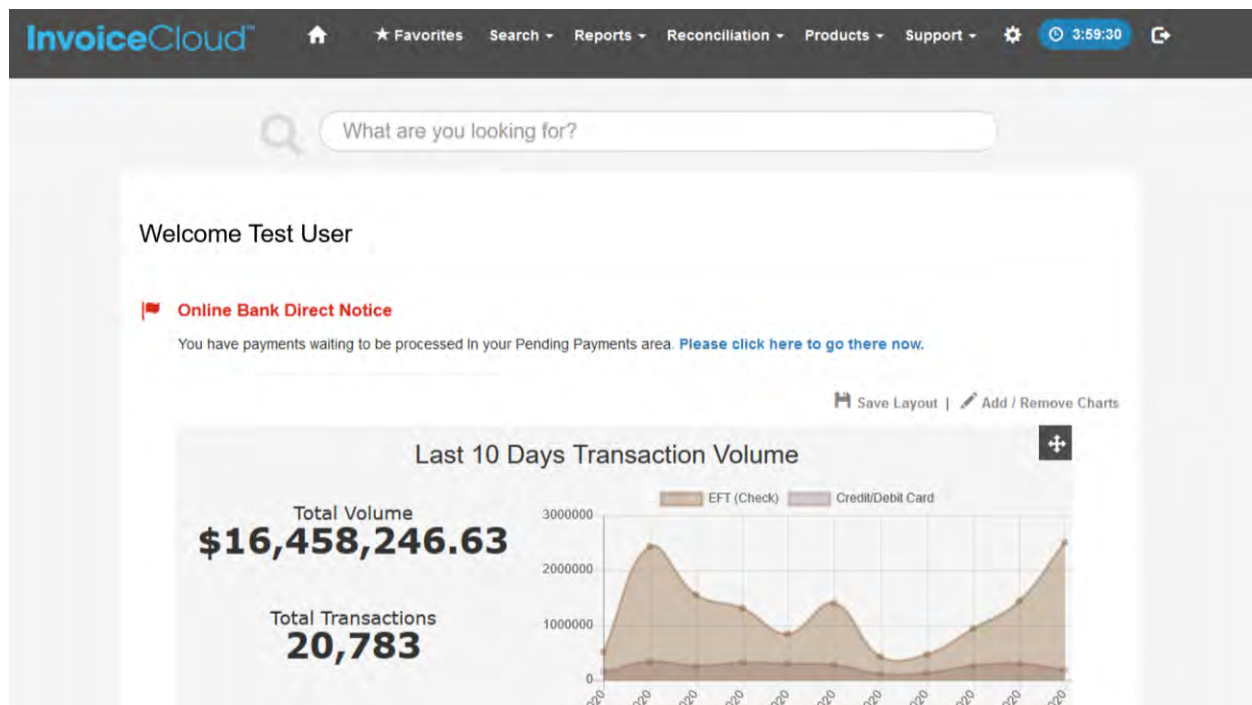
Invoice Cloud's Biller Portal offers extensive reporting and administration tools, making administration, reconciliation, and data mining easier for the Oscoda Township (**Figure 29**). The Biller Portal is available 24/7/365 and is 100% self-service for the user.



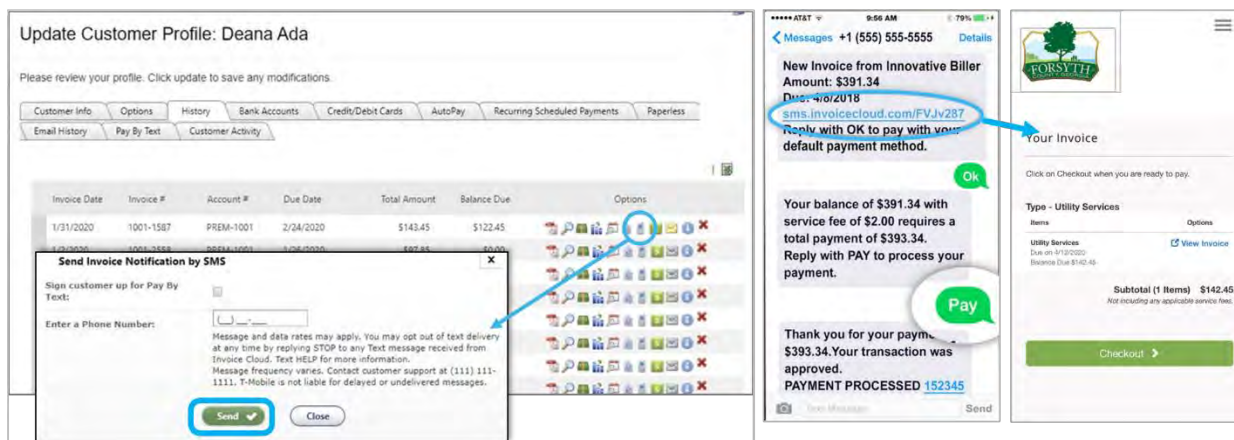
Based on permissions set by the biller, admin users can:

- Block customers from making ACH and/or Credit Card Payments.
- Email or text invoice notifications to the customer with direct links to their payment.
- Set up AutoPay, paperless billing, and more for a payer at their request.
- Log in as the user to recreate their payment experience.
- Review payment and/or email history.
- Issue a credit on an overpayment.

One of the leading reasons customers call our billers to make a payment, despite having an IVR solution, is that customers do not know how to look up their bill in the first place. Invoice Cloud launched CSR Text Reminders so that your CSRs/agents can send a text with a direct link to their bill (**Figure 30**). The customer can now see how easy it is to pay in our mobile site.

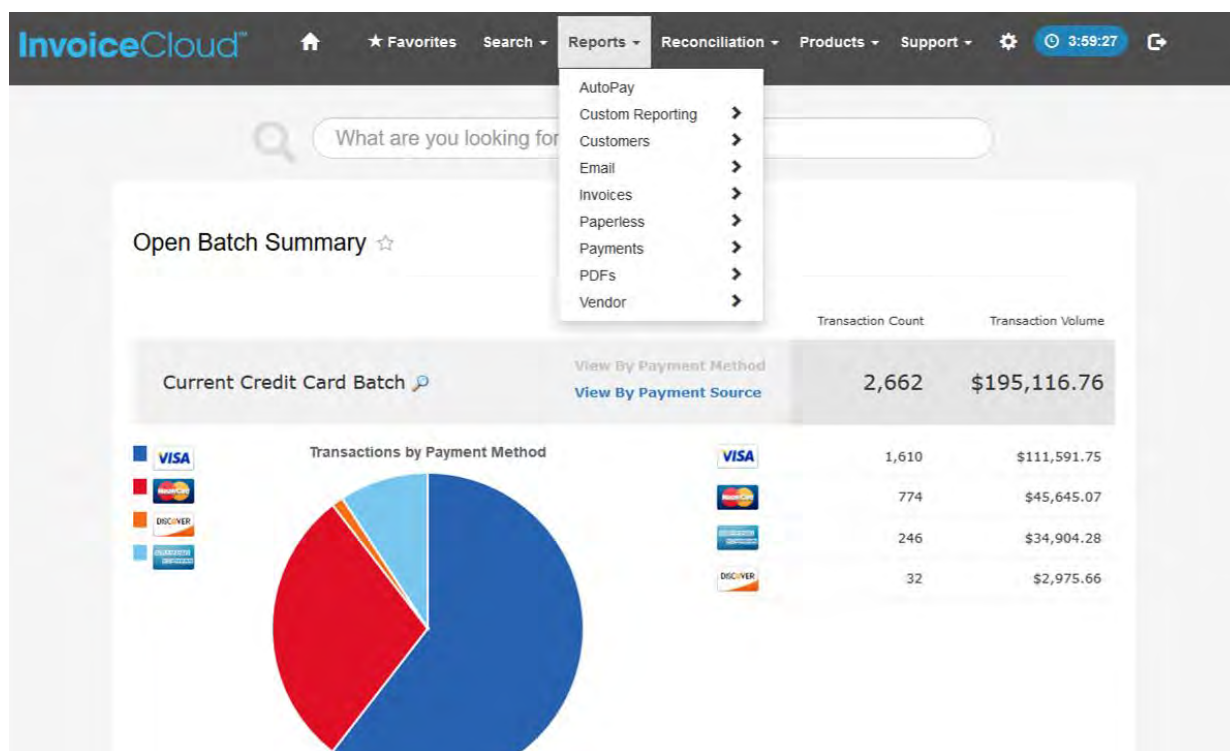


**Figure 29. Invoice Cloud's Simple Back-end Biller Portal.** Manage all billing functions through our user-friendly interface.



**Figure 30. Send a Text Message with a Direct Link to a Customer's Payment from the Biller Portal.** CSRs can now help mobile-using customers more easily find their bill and enroll in Pay by Text.

Our admin portal ('Biller Portal') offers many standard and ad hoc reports on demand, 24/7 with date ranges and drill down options to view detail (**Figure 31**).



**Figure 31. Robust Reporting Options.** Use pre-configured reports or define new ones and export results to Excel.

Invoice Cloud provides 29 email templates, all triggered by events and customer activity. Email notifications are completely customizable using the Biller Portal's built-in editor (**Figure 32**).



**Figure 32. Invoice Cloud's Unmatched Email Management Tool.** No other EBPP provider provides this level of control over the content and branding of its email engine.

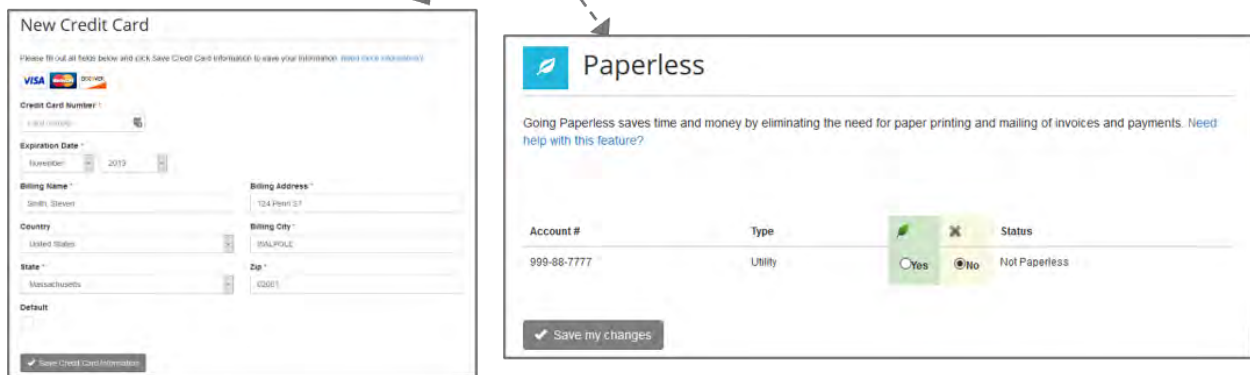
## 2.13.2 CSRConnect

Your CSRs can also accept in-person and over-the-phone payments from within your existing cashiering system through our CloudCSRConnect interface. CloudCSRConnect integrates Invoice Cloud with a third-party CIS application to redirect to areas within the Customer Portal. We connect fields via API, dynamically creating or updating a customer and their invoice details and balance (**Figure 33**).



## Multiple Landing Options, including:

- 1 = Open Bill Listing
- 2 = Paperless Settings
- 3 = AutoPay Settings
- 4 = Password Change
- 5 = Payment Options
- 6 = Closed Bill Listing



**Figure 33. CSRConnect's API Links Common CSR Functions to Invoice Cloud Features.** CSRs can access IC's payment EBPP without switching from their CIS's CSR screens.

### 3 Pricing

**Table 2. Customer Engagement, Electronic Bill Presentment and Payment Pricing.**

Service Description	Fee
<b>Integration, Deployment and Training</b> NOTE: Includes integration with your billing system(s)	No Charge
<b>Account Access</b> – monthly access to branded Customer and Biller Portals – includes unlimited Administrative Users NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$100.00
<b>HelpDesk Support and Marketing</b> – access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry’s highest payment and paperless adoption.	No Charge
<b>Paperless Billing</b> – per paperless bill per cycle NOTE: Only when paper is suppressed, and a paper invoice is not mailed.	\$0.20
<b>Electronic Payment Fees – Convenience Fee Model</b>	
<b>Residential Credit / Debit Cards</b> Visa, MasterCard, Discover, American Express and PayPal Fee per transaction – Charged to resident	3.50% (\$1.95 minimum)
<b>E-Check / ACH</b> Fee per transaction – Charged to resident	\$2.95
<b>IVR (Pay by Phone)</b>	
Surcharge Fee per transaction – Charged to resident	\$0.95
<b>E-Check/ACH Autopay (migration of current auto-draft customers)</b>	
Fee per transaction – Charged to either resident or Oscoda Township	\$0.95
<b>Miscellaneous Fees</b>	
<b>Credit Card Chargeback</b> – Fee per instance	\$10.00
<b>ACH Reject</b> – Fee per instance	\$10.00
<b>Point-of-Sale Card Readers (Optional)</b>	
<b>Encrypted Card Readers</b> for counter payments – monthly rental per unit *First card reader provided free of charge	\$15.00
<b>Online Bank Direct – Online Bank Payment Consolidation (Optional)</b>	
Per Transaction Fee – Charged to Oscoda Township	\$0.25

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

## Biller Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

**6. Term and Termination.** The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not

## Biller Agreement

responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

### 11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

**12. Limitation of Liability.** INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**13. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

## Biller Agreement

Attention: Client Services or [helpdesk@invoicecloud.com](mailto:helpdesk@invoicecloud.com). Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. Beta Products.** In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

### 19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/biller-terms-and-conditions](http://www.invoicecloud.com/biller-terms-and-conditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.



This Agreement is made effective as of \_\_\_\_\_ by and between \_\_\_\_\_, and I.T. Right, of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

#### **1. DESCRIPTION OF SERVICES.**

Beginning on 8/1/2021 I.T. RIGHT will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes client owned computers and related network equipment.

**2. SERVICES NOT COVERED.** I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment or technologies. The client will be notified ahead of time of any extra charges involved before the work is started. Projects expected to exceed Eight (8) hours of labor including but not limited to the replacement of servers are considered new technology, are not covered under this contract and will be billed separately.

**3. Services Not Provided.** I.T. Right will not provide structured cabling services. I.T. Right will not climb into ceilings, attics or crawlspaces. I.T. Right will not climb upon roofs, trees or polls; or use equipment like tall ladders or bucket trucks to service or replace equipment.

**4. Third Party Support Agreements.** To the extent that I.T. Right is asked to support third party software or hardware, The Client agrees to maintain appropriate support agreements with the manufacturers or resellers of those products such as software support contracts and/or onsite extended warranties for applicable hardware.

**5. PAYMENT.** The Client will pay an annual fee to I.T. RIGHT for the Services in the amount listed in the payment schedule (Appendix A). This fee shall be payable in full within 30 days unless otherwise notated in this document.

**6. PERFORMANCE OF SERVICES.** I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.

**7. INDEMNIFICATION.** Client shall indemnify, defend and hold harmless I.T. RIGHT, its directors, officers and employees from and against any and all claims, losses, damages, liabilities costs and expenses, including reasonable attorneys' fees, that arise out of, result from or are related to (i) a breach by Client of any warranty, representation or covenant set forth herein, (ii) Negligence or willful misconduct of the client, it's employees or other contract agents. (iii) Client's refusal to accept, for any reason, reasonable industry standard security recommendations.

**8. INSURANCE.** During the Term, I.T. Right shall procure and maintain the following insurance coverage: (a) workers' compensation and employer's liability insurance as required by the laws of the State in which the Services are being performed, (b) comprehensive general liability insurance in the amount that is commercially reasonable with respect to the Services, and (c) cyber-liability insurance in the amount that is commercially reasonable with respect to the Services. The Client shall not rely exclusively on I.T. Right for insurance or as an insurance provider; but shall procure and maintain its own insurance coverage (or agree to accept risk itself) as follows: cyber-liability insurance in the amount that is commercially reasonable with respect to The Client's servers, hardware, software, data and/or computer networks.

**9. THIS SECTION INTENTIONALLY LEFT BLANK.**

**10. CLIENT NEW PROJECT**

**APPROVAL.** I.T. RIGHT and The Client recognize that I.T. RIGHT's Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of the Client prior to the commencement of a new project.

**11. Site Liaison/Primary Contact.** The Client agrees to assign one employee or elected official to be the primary contact person to I.T. Right. The roll of the Primary Contact shall be to, (i) Meet and discuss with I.T. Right status of projects and initiatives (ii) Communicate to I.T. Right the decisions of The Client including but not limited to technology policies and their enforcement, (iii) Approve quotes or communicate the same to I.T. Right. Should the client fail to appoint a Primary Contact, The Client agrees that I.T. Right may work with any elected official in these capacities.

**12. Other Client Appointed Contacts.** I.T. Right recognizes The Client may for compliance, legal, or other reasons appoint individuals other than the primary contact to positions of responsibility concerning line of business technology concerns. These positions include but are not limited to "CJIS Officer" and "FOIA Officer." I.T. Right will work with these individuals as it pertains to their reasonably assigned duties. The Client represents that I.T. Right can depend on these individuals for guidance pertaining to their respective areas of responsibility.



**13. TERM/TERMINATION.** This Agreement shall be effective for one year(s). Continuation of and payment for services beyond this agreement stated term will constitute a renewal 1 year under the existing terms. Either party reserves the right to terminate this contract at any time provided 90 days' notice is given. The remaining time will be prorated and paid to the client within 120 days of receipt of the termination notice.

IF for The Client:

IF for I.T. RIGHT:

**14. EMPLOYEES.** I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

I.T. Right  
Dan Eggleston  
Director of Information Technology  
5815 East Clark Road Suite G  
Bath Michigan 48808

**15. Employment Restrictions.** The Client shall not solicit to hire, hire or engage any of IT RIGHT'S employees (or anyone employed by IT RIGHT in the prior twelve calendar months) while this Agreement is in effect and for the twelve-calendar month period immediately after termination or completion of this Agreement for any reason. If Client does solicit to hire, hire or engage any of the IT RIGHT'S employees, The Client shall immediately pay Company an amount equal to 100% of the then-current or most recent annual salary or wages paid by Company to such employee.

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

**17. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**18. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**16. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**19. APPLICABLE LAW.** The laws of the State of Michigan shall govern this Agreement.

Party receiving services:

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Party providing services: I.T. Right

Proposed By \_\_\_\_\_  
Dan Eggleston, Director of Information Technology

# Appendix A: Price Sheet:

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Year	Equipment/Rate	Amount	Term/Option
2021	33 Endpoints @ \$50 Each	\$1650/Month	1 Year.

## Appendix B: Terms of Service

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**Regular Business Hours.** Regular Business Hours are Monday-Friday 7:45 AM-5:00 PM eastern standard time. IT Right reserves the right to declare usual and customer holidays each year. Should you request on-site service during Holidays or a period outside these regular hours, IT Right will respond on a best-efforts basis at the after-hours rate of \$200/hr. with a 3-hour minimum. IT Right will provide on a best-efforts basis, after hours remote support free of additional charges. After hours remote support is handled by an on-call technician that will be available until 11:00 PM Eastern.

The Client appoints the Superintendent as the primary contact for the Township Hall, Police, and Fire Departments. The Director of Parks and Recreation is the primary contact for Old Orchard Park.

Service requests can be made by emailing [support@itright.com](mailto:support@itright.com) or by calling toll free 1-855-ITRIGHT (855-487-4448).

## Tammy Kline

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**From:** Mark David  
**Sent:** Tuesday, July 6, 2021 11:40 AM  
**To:** Tammy Kline  
**Subject:** Attorney

Tammy

In an email dated 5-18-2021 from Atty. Tim Freel, he advised Marc Bridson that he does not do criminal prosecution or defense cases. This was confirmed through the 81<sup>st</sup> District Court. With this said, the Oscoda police Department needs an attorney to handle Misdemeanor Township Ordinance Violations. Tim Freel suggested that the Township contract with James Bacarella to handle the misdemeanor violations. Jim Bacarella is currently the Iosco County Prosecutor but handles municipal violations out of his civil law office.

Jim Bacarella currently contracts with Tawas City and East Tawas for their city ordinances.

Jim Bacarella advised that he could represent the township on misdemeanor ordinance violations for \$165.00 per hour. He stated he would do this through his civil office. He advised if the average was around 10 per year, that the township would probably be looking at around \$3000.00 per year.

His contact information is:

**JAMES A. BACARELLA, P.C.**

***By: James A. Bacarella (P46198)***

***1228 E. US-23, East Tawas, MI 48730***

***Phone (989) 362-1364 Fax (989) 362-9615***

***[jbacarellapc@hotmail.com](mailto:jbacarellapc@hotmail.com)***

I would ask that the township enter into an agreement with Attorney James Bacarella to handle misdemeanor ordinance violations.

Respectfully submitted,

Chief Mark David



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-3344

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**CHARTER TOWNSHIP OF OSCODA  
COUNTY OF IOSCO, MICHIGAN**

Minutes of a regular meeting of the Township Board of the Charter Township of Oscoda, held in the Township Hall, \_\_\_\_\_, Iosco, Michigan, on the 12th day of July 2021, at 7:00 p.m.

PRESENT: Members: \_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_:

**RESOLUTION NO. 2021-20  
RESOLUTION TO AUTHORIZE ISSUANCE OF CAPITAL  
IMPROVEMENT BONDS (CWSRF SEWER PROJECT)  
(GENERAL OBLIGATION LIMITED TAX), SERIES 2021B**

**WHEREAS**, on May 24, 2021, the Township Board of the Charter Township of Oscoda (the "Township") adopted a resolution of intent (the "Resolution of Intent") to acquire and construct improvements to: (1) the Township's wastewater collection and treatment system including, but not limited to, improving 19 pump stations (all will receive control updates; 10 of the 19 will be rehabilitated or replaced); and installation of a fine screen auger at the treatment lagoon; and (2) the Township's water distribution system including, but not limited to, installing new distribution water main (8" and 12") into three of the eight areas of PFAS ground water contamination identified within the Township (Phase C – Lake Road and Elk Lane Roads, Phase D – Hickory and Interlake and Phase E – Norway/Ridge/Interlake); water services to private structures from these mains for safe drinking water (approximately 85 services); related appurtenances, and the expenses of Township professional services (together, the "Project") and to fund all or part of the cost of the Project by the issuance of capital improvement bonds in one or more series in the maximum principal amount of \$10,000,000 pursuant to Section 517(1) of Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34"); and

**WHEREAS**, a Notice of Intent to Issue Bonds, in the not-to-exceed amount of \$10,000,000 was published on June 2, 2021, pursuant to Section 517(2) of Act 34; and

**WHEREAS**, the 45-day right of referendum period, which commenced following the publication of the Notice of Intent to Issue Bonds, expires on July 19, 2021; and

**WHEREAS**, on April 8, 2021 the Township received bids for the capital improvements to the Township's wastewater collection and treatment system; and

**WHEREAS**, the low-bidder for the capital improvements to the Township's wastewater collection and treatment system is RCL Construction in the amount of \$5,558,800; and

**WHEREAS**, the Township intends to pay for the costs of the capital improvements to the Township's wastewater collection and treatment system, including related appurtenances, and the expenses of Township professional services (the "Sewer Project") using the proceeds of the Township's capital improvement bonds, interest earnings on the capital improvement bonds, and Township funds on hand; and

**WHEREAS**, the Township has received an offer of funding assistance from the State of Michigan Clean Water State Revolving Loan Program (the "CWSRF Loan Program") to pay all or part of the cost of the Sewer Project by means of a long-term, low-interest loan to be evidenced by the proposed capital improvement bonds; and

**WHEREAS**, to finance the cost of the Sewer Project, the Township Board deems it necessary to borrow the not-to-exceed aggregate sum of Six Million Seven Hundred Sixty Thousand Dollars (\$6,760,000) and to issue its capital improvement bonds (the "Series 2021B Bonds"), in accordance with Act 34.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. Necessity; Findings. It is necessary for the public health, safety and welfare of the Township to undertake the Sewer Project and issue the Series 2021B Bonds therefore pursuant to Act 34. The Township Board makes the following findings:
  - a. The period of usefulness of the capital improvement items which comprise the Sewer Project is hereby determined to be not less than twenty (20) years.
  - b. The Sewer Project is comprised of capital improvement items within the meaning of Act 34.
  - c. Based upon the Township's 2021 state equalized value of \$345,512,000, the Township's debt limit for bonds issued in accordance with Section 517(1) of Act 34 is \$17,275,600, and the Township further determines that the Series 2021B Bonds authorized for the Project in the amount of \$6,760,000, after taking into account the Township's currently outstanding bonds that were issued under Section 517(1) of Act 34, may be issued by the Township within the aforesated debt limit.
  - d. The principal and interest on the Series 2021B Bonds shall be paid from the Township Sewer Fund, other legally available funds or a combination thereof,

and accordingly, together with debt service charges and connection fees, are expected to be sufficient to pay the principal and interest on the proposed Series 2021B Bonds, as the same become due, and accordingly, the Township Board does not expect that it will be necessary to levy any taxes to pay the principal and interest on the proposed Series 2021B Bonds, and in no event will any taxes necessary to pay the principal of and interest on the Series 2021B Bonds, together with taxes levied for the same year, exceed the limits authorized by law.

2. Authorization of Bonds; Security. The Township shall borrow money and issue bonds in a single series known as CAPITAL IMPROVEMENT BONDS (CWSRF SEWER PROJECT) (GENERAL OBLIGATION LIMITED TAX), SERIES 2021B in the aggregate not to exceed principal sum of Six Million Seven Hundred Sixty Thousand Dollars (\$6,760,000) pursuant to the provisions of Act 34 for the purpose of defraying the cost of the Sewer Project. The Series 2021B Bonds shall be a general obligation of the Township secured by the Township's full faith and credit and limited tax pledge, within applicable charter, statutory and constitutional tax limitations applicable to the Township. The Township shall not have the authority to levy additional taxes to pay the principal of and interest on the Series 2021B Bonds over presently existing township millage limits without a vote of Township electors.
3. Terms of Bonds. The Bonds shall be sold to the Michigan Finance Authority (the "Authority") in accordance with Paragraph 16, below, pursuant to the terms of a Purchase Contract by and between the Authority and the Township (the "Purchase Contract") in substantially the form set forth in Exhibit B attached hereto and a Supplemental Agreement by and between the Township, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy (the "Supplemental Agreement") in substantially the form set forth in Exhibit C attached hereto. The Series 2021B Bonds shall be dated as of the date of delivery to the Authority; shall bear interest at the rate of 2.125% per annum, payable on April 1, 2022, and semi-annually thereafter on each October 1 and April 1 until payment of the principal of the Series 2021B Bonds has been made or duly provided for. The Series 2021B Bonds shall be issued in one or more certificates in \$1.00 denominations or any integral multiple thereof up to the aggregate principal amount of the Series 2021B Bonds, shall be numbered from R-1 upwards in order of authentication and shall be fully registered. The Series 2021B Bonds shall be due and payable on April 1 in each year (as identified in the Purchase Contract) in the amounts as follows:

Maturity	Principal Amount	Maturity	Principal Amount
2023	\$165,000	2038	\$225,000
2024	\$165,000	2039	\$230,000



2025	\$170,000	2040	\$235,000
2026	\$175,000	2041	\$240,000
2026	\$175,000	2042	\$245,000
2028	\$180,000	2043	\$250,000
2029	\$185,000	2044	\$255,000
2030	\$190,000	2045	\$260,000
2031	\$195,000	2046	\$265,000
2032	\$195,000	2047	\$270,000
2033	\$200,000	2048	\$275,000
2034	\$205,000	2049	\$280,000
2035	\$210,000	2050	\$290,000
2036	\$215,000	2051	\$295,000
2037	\$220,000	2052	\$300,000

The Series 2021B Bonds shall be sold for 100% of par value, without premium or discount.

Notwithstanding the foregoing or any other provision of this Bond Resolution:

- a. The Township Supervisor and Township Treasurer are hereby authorized and directed to approve the final terms of the sale of the Series 2021B Bonds as evidenced by the Purchase Contract or otherwise, including the date of delivery, the purchase price, the aggregate principal amount, which shall in no event exceed \$6,760,000, the principal amount and annual maturity dates of individual maturities, the rate or rates of interest payable on the Series 2021B Bonds, which shall not exceed 2.125% per annum, record dates, minimum principal denominations, the date of the first interest and principal payments, and the form of the Series 2021B Bonds, subject in all respects to the limitations of Act 34.
- b. The Series 2021B Bonds may be delivered in one or more installments of principal in accordance with the Purchase Contract and the Supplemental Agreement.
- c. The Township promises to pay to the Authority the principal amount of the Series 2021B Bonds or so much thereof as shall have been advanced to the Township pursuant to the Purchase Contract and the Supplemental Agreement.
- d. So long as the Authority is the owner of the Series 2021B Bonds, (i) the Series 2021B Bonds shall be payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company N.A. or at such other place as shall be designated in writing to the Township by the Authority (the "Authority's Depository"); (ii) the Township agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2021B Bonds in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether

by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Township's deposit by 12:00 noon on the scheduled day, the Township shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (iii) written notice of any redemption of the Series 2021B Bonds shall be given by the Township and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

e. In the event of a default in the payment of principal or interest on the Series 2021B Bonds when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase the Series 2021B Bonds but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Township's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase the Series 2021B Bonds fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Township shall and hereby agrees to pay on demand only the Township's pro rata share (as determined by the Authority) of such deficiency as additional interest on the Series 2021B Bonds.

f. It is understood and agreed by the Township that during the time funds are being drawn down by the Township under the Series 2021B Bonds in accordance with the Purchase Contract and the Supplemental Agreement, the Authority will periodically provide the Township a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Township of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2021B Bonds. The Township acknowledges that in the event the principal amount of the loan

evidenced by the Series 2021B Bonds is reduced by the Authority in accordance with Schedule I to the form of the Bonds attached hereto as Exhibit A or the Supplemental Agreement, the form of which is attached hereto as Exhibit C, the Authority will prepare a revised Schedule I to the Bond that is calculated so that the principal payments are rounded to the nearest dollar and which revised Schedule I shall be effective upon receipt by the Township.

4. Payment of Principal and Interest. The Series 2021B Bonds and the interest thereon shall be paid in lawful money of the United States of America by the Bond Registrar, as defined in Paragraph 7, below. Principal and interest shall be paid when due by check or draft drawn on the Bond Registrar and mailed by first class mail or other acceptable method to the registered owners of record as of each March 15 with respect to payments due and payable on the immediately succeeding April 1, and as of each September 15 with respect to payments due and payable on the immediately succeeding October 1.
5. Redemption of Bonds Prior to Maturity. The Series 2021B Bonds may be subject to redemption prior to maturity by the Township only with the prior written consent of the Authority and on such terms as may be required by the Authority.
6. Registration of Bonds. The Series 2021B Bonds shall be registered both as to principal and interest in substantially the form and tenor as set forth in Exhibit A attached hereto. Any individual bond shall be transferable on the bond register maintained with respect to the Series 2021B Bonds upon the surrender of the individual bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees. Any individual bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond being exchanged. Such exchange shall be effected by surrender of the individual bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the individual bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of an individual bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the registered owner of the bond or his or her properly designated transferee or transferees or attorney. A transfer, exchange and registration of Series 2021B Bonds shall be without expense or service charge to the registered holder except for any tax or other governmental charge required to be paid with respect to such transfer, exchange or registration. The Bond Registrar shall not be required to transfer or exchange Bonds or parts of Bonds which have been selected for redemption.

7. Duties of Bond Registrar. The Township Treasurer shall initially act on behalf of the Township as paying, registration and transfer agent (the "Bond Registrar") with respect to the Series 2021B Bonds. In such capacity, the Bond Registrar shall, upon receipt of sufficient funds from the Township, make timely payments of principal and interest on the Series 2021B Bonds, authenticate the Series 2021B Bonds upon their initial issuance and subsequent transfer to successive holders, act as registrar of the Series 2021B Bonds including the preparation and maintenance of a current register of registered owners of the Series 2021B Bonds, coordinate the transfer of individual bonds between successive holders, including printing and transferring new certificates, and all other duties set forth in this Resolution or otherwise normally performed by paying, registration and transfer agents. All reasonable fees and expenses of the Bond Registrar shall be paid by the Township. The Township reserves the right to designate a financial institution, which is a bank or trust company qualified to act as paying agent and registrar in the State of Michigan to act as Bond Registrar for the Series 2021B Bonds and in such event the Township shall mail notice to all registered owners of the Series 2021B Bonds not less than 60 days prior to the effective date of said change in Bond Registrar. At the option of the Township, the Series 2021B Bonds may be deposited, in whole or in part, with a depository trustee designated by the Township which shall transfer ownership of interests in the Series 2021B Bonds by book entry and which shall issue depository trust receipts to owners of interests in the Series 2021B Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts, shall be determined after consultation with the depository trustee named by the Township. The Township Treasurer is hereby authorized to enter into any depository trust agreement on behalf of the Township upon such terms and conditions as the Township Treasurer shall deem appropriate consistent with the terms of this Resolution. The depository trustee may be the same as the Bond Registrar and the Bonds may be transferred in part by depository trust and in part by transfer of physical bonds as the Township may determine.
8. Replacement of Series 2021B Bonds. Upon receipt by the Bond Registrar of proof of ownership of an unmatured bond, or satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Bond Registrar, the Bond Registrar may deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Bond Registrar may pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The Bond Registrar for each new bond delivered or paid

without presentation as provided above, shall require the payment by the bondholder of expenses, including counsel fees, which may be incurred by the Bond Registrar and the Township in connection therewith. Any bond delivered pursuant to the provisions of this Paragraph 8 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond originally issued.

9. Security for Repayment of Bonds; Pledge of Township Full Faith and Credit. The Series 2021B Bonds shall be secured by the full faith and credit pledge of the Township for the prompt payment of the principal of and interest on the Series 2021B Bonds as the same shall become due. The Township covenants and agrees with the successive holders of the Series 2021B Bonds that so long as any of the Series 2021B Bonds remain outstanding and unpaid as to either principal or interest, the Township will punctually perform all of the obligations and duties imposed on the Township or undertaken by the Township, pursuant to this bond resolution, the Purchase Contract and the Supplemental Agreement. If the Township fails to make payments to the Township which are sufficient, in the aggregate, to pay the principal of and interest on the Series 2021B Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the Township. The Township's ability to levy ad valorem taxes to make such advances shall be subject to constitutional and statutory limitations on the taxing power of the Township.
10. Debt Service Fund. There shall be established and maintained on the books of the Township Treasurer a fund to be designated "SERIES 2021B CAPITAL IMPROVEMENT BOND – DEBT SERVICE FUND" (the "Debt Service Fund"). There shall be deposited into the Debt Service Fund accrued interest, if any, from the date of the Series 2021B Bonds to the date of delivery thereof; premium, if any, received at the time of delivery of the Series 2021B Bonds. As part of the Debt Service Fund, there shall be established and maintained such subaccounts as are deemed necessary and appropriate for the proper administration of the Debt Service Fund and compliance with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations promulgated thereunder. The principal of, premium, if any, and interest on the Series 2021B Bonds when due shall be paid directly out of the Debt Service Fund or its subaccounts.
11. Construction Fund. There shall be established and maintained on the books of the Township for the Series 2021B Bonds a separate account designated "CAPITAL IMPROVEMENT BONDS SERIES 2020 CONSTRUCTION FUND" (the "Construction Fund"). After deducting accrued interest, if any, from the date of the Series 2021B Bonds to the date of delivery thereof, and premium, if any, which sums shall be deposited in the Debt Service Fund, the balance of the

proceeds of the Series 2021B Bonds shall be deposited into the Construction Fund, together, if necessary, with a sufficient amount of available Township funds on hand adequate to pay all remaining costs of the Project not funded by the Series 2021B Bonds. The monies on deposit in the Construction Fund from time to time shall be used solely to pay expenses of the Project. Any unexpended balance shall be used for such purposes as required by law, including without limitation, transfer to the Debt Service Fund. After completion of the Project and disposition of remaining proceeds of the Series 2021B Bonds, if any, pursuant to the provisions of this paragraph, the Construction Fund shall be closed.

12. Duties of Township Treasurer. The Township Treasurer shall keep full and complete records of all deposits to and withdrawals from the Debt Service Fund and the Construction Fund and of all investments of monies in such accounts and other transactions relating thereto for the Series 2021B Bonds. The Township Treasurer is authorized to invest the monies in said accounts in any one or more lawful investments authorized by law for townships, consistent with the Township investment policy.
13. Approval of Agreements. The Purchase Contract, the Supplemental Agreement and the Issuer's Certificate are hereby approved in the forms attached hereto as Exhibits B, C and D, respectively. The Township Supervisor and Township Clerk, or in his absence the Deputy Clerk, are hereby authorized and directed to execute on behalf of the Township and deliver to the Authority the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate in substantially the forms approved with such additions and deletions as are consistent with the terms of the Series 2021B Bonds and in the best interest of the Township.
14. Tax Covenant; Qualified Tax Exempt Obligation. The Township covenants to comply with all requirements of the Code necessary to assure that the interest on the Series 2021B Bonds will be and will remain excludable from gross income for federal income taxation (as opposed to alternative minimum or other indirect taxation). The Series 2021B Bonds are designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of tax-exempt obligations which will be issued by the Township and all subordinate entities to the Township shall not exceed \$10,000,000 during calendar year 2021. The Township hereby covenants that the Township will make no use of the proceeds of the Series 2021B Bonds, which if such use had been reasonably expected on the date of issuance of the Series 2021B Bonds, would have caused the Series 2021B Bonds to be "arbitrage bonds", as defined in Section 148 of the Code. In

addition, the Township covenants to comply with all applicable provisions of the Code that must be satisfied subsequent to the issuance of the Series 2021B Bonds in order that the interest on the Series 2021B Bonds be excluded (or continue to be excluded) from gross income within the meaning of Section 103(a) of the Code.

15. Revised Municipal Finance Act. The Township currently meets the requirements of qualified status under Section 303(3) of Act 34, and shall comply with all applicable requirements of Act 34, including the filing of a security report and the payment of the filing fee required by Section 319 of Act 34.
16. Negotiated Sale of Series 2021B Bonds. The Township Supervisor and the Township Treasurer are hereby authorized to sell the Series 2021B Bonds at a negotiated sale to the Authority in accordance with the CWSRF Loan Program, the Purchase Contract, the Supplemental Agreement and applicable state law and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Series 2021B Bonds in accordance with the provisions of this resolution. The Series 2021B Bonds shall be sold at a negotiated sale instead of a competitive sale to take advantage of the terms and conditions of the CWSRF Loan Program, including the rate of interest of 2.125% per annum for all maturities of the Series 2021B Bonds, which is below prevailing open market interest rates.
17. Execution and Delivery of Series 2021B Bonds. The Series 2021B Bonds shall be executed in the name of the Township by the manual or facsimile signatures of the Township Supervisor and the Township Clerk, or in his absence the Deputy Clerk, and authenticated by the manual signature of an authorized representative or signer for the Bond Registrar, and the seal of the Township (or a facsimile thereof) (if any) shall be impressed or imprinted on the Series 2021B Bonds. After the Series 2021B Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Township Treasurer to the purchaser upon receipt of the purchase price. Additional bonds bearing the manual or facsimile signatures of the Township Supervisor and the Township Clerk, or in his absence the Deputy Clerk, and upon which the seal of the Township (or a facsimile thereof) (if any) is impressed or imprinted may be delivered to the Bond Registrar for authentication and delivery in connection with the exchange or transfer of Series 2021B Bonds. The Bond Registrar shall indicate on each bond the date of its authentication. The proceeds of the Series 2021B Bonds shall be deposited into the Debt Service Fund and the Construction Fund, as provided in Paragraphs 10 and 11, above. The officers, agents and employees of the Township are authorized and directed to execute and deliver such certificates, affidavits or other documents or instruments as may be required by the purchaser of the Series 2021B Bonds or bond counsel and to

- take all other actions necessary and convenient to facilitate the execution and delivery of the Series 2021B Bonds, including without limitation any necessary applications for municipal bond ratings or insurance. The Township shall furnish the Series 2021B Bonds ready for execution without expense to the purchaser. The Township shall also furnish, without expense to the purchaser at the time of delivery of the Series 2021B Bonds, the approving opinion of Mika Meyers PLC, Attorneys, Grand Rapids, Michigan, as bond counsel, approving the legality of the Series 2021B Bonds. The Series 2021B Bonds will be delivered at the expense of the Township in such city as agreed upon with the purchaser thereof.
18. Disclosure of Information. The Township agrees to provide the Authority in a timely manner with all information and documents regarding the Township and the Series 2021B Bonds, including an official statement that the Authority or its bond underwriters need to meet any Securities and Exchange Commission regulation, any industry standard or other federal or state regulation which imposes a disclosure requirement or continuing disclosure requirement relating to any Authority bond issue which was used or is needed to provide monies to the fund used to purchase the Series 2021B Bonds or relating to any other Authority bond issue which was used by the Authority to purchase an obligation of the Township. In furtherance of the above, the Township also agrees that upon the request of the Authority it will promptly execute and deliver a continuing disclosure undertaking in form and substance determined by the Authority to be necessary or desirable to assist the Authority or its underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission. If required, such continuing disclosure undertaking shall be executed by the Township Supervisor and the Township Clerk, or in his absence the Deputy Clerk.
  19. Refunding. The Township reserves the right to refund the Series 2021B Bonds, in whole or in part, prior to maturity, subject to the requirements of the Code, Act 34 and the Authority.
  20. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Series 2021B Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased and the owners of the Series 2021B Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on the Series 2021B Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2021B Bonds as provided herein.



21. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Township and the registered owners from time to time of the Series 2021B Bonds and the covenants and agreements herein set forth to be performed on behalf of the Township shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2021B Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Resolution.
22. Conflicts. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS:Members:

NAYS: Members:

ABSTAIN: Members:

RESOLUTION DECLARED ADOPTED

Joshua Sutton, Clerk  
Charter Township of Oscoda

STATE OF MICHIGAN     )  
) ss.  
COUNTY OF IOSCO     )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Oscoda, Iosco County, Michigan (the "Township"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting on the 12th day of July 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this \_\_\_\_ day of July 2021.

---

Joshua Sutton, Clerk  
Charter Township of Oscoda

EXHIBIT A

REGISTERED      UNITED STATES OF AMERICA   REGISTERED  
STATE OF MICHIGAN  
COUNTY OF IOSCO  
CHARTER TOWNSHIP OF OSCODA  
CAPITAL IMPROVEMENT BONDS (CWSRF SEWER PROJECT)  
(GENERAL OBLIGATION LIMITED TAX), SERIES 2021B

No. R-1

REGISTERED OWNER: Michigan Municipal Bond Authority

PRINCIPAL AMOUNT:

INTEREST RATE: Two and seven eighths (2.125%) per annum

DATE OF ORIGINAL ISSUE AND REGISTRATION: The date each installment portion of the Principal Amount was delivered to the Registered Owner in accordance with the Purchase Contract and Supplemental Agreement.

KNOW ALL MEN BY THESE PRESENTS, that the Charter Township of Oscoda, County of Iosco, State of Michigan (the "Township"), acknowledges itself indebted and for value received hereby promises to pay the Principal Amount shown above to the Registered Owner specified above or its registered assigns shown as the owner of record of this bond on the books of the Township Treasurer, Caledonia, Michigan, as bond registrar (the "Bond Registrar") on the applicable date of record, in installments in the amounts and on the dates as set forth in Schedule I, attached hereto and made a part hereof, with interest thereon from the Date of Original Issue and Registration specified above until paid at the Interest Rate per annum specified above, first payable \_\_\_\_\_ 1, 200\_\_ and semiannually thereafter and principal is payable on the first day of \_\_\_\_\_ commencing \_\_\_\_\_ 1, 200\_\_ (as identified in the Purchase Contract) and annually thereafter. Payment of principal and interest shall be paid to the registered owner hereof by the Bond Registrar by first class mail. The date of record shall be each March 15 and September 15 with respect to the payments due on each April 1 and October 1, respectively. Principal and interest are payable in lawful money of the United States of America.

The Township promises to pay to the Michigan Finance Authority (the "Authority") the principal amount of the Bond or so much thereof as shall have been advanced to the Township pursuant to a Purchase Contract between the Township and the Authority and a Supplemental Agreement by and among the Township, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy.

During the time funds are being drawn down by the Township under this Bond, the Authority will periodically provide the Township a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Township of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond. The Township acknowledges that in the event the principal amount of the loan evidenced by the Bonds is reduced by the Authority in accordance with Schedule I attached hereto or the Supplemental Agreement, the Authority will prepare a revised Schedule I to this Bond that is calculated so that the principal payments are rounded to the nearest dollar and which revised Schedule I shall be effective upon receipt by the Township.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Township's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Township shall and hereby agrees to pay on demand only the Township's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

This Bond may be subject to redemption prior to maturity by the Township only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company N.A. or at such other place as

shall be designated in writing to the Township by the Authority (the "Authority's Depository"); (b) the Township agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Township's deposit by 12:00 noon on the scheduled day, the Township shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Township and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This bond is one of a series of bonds of like date and tenor except as to date of maturity and rate of interest aggregating the principal sum of \$\_\_\_\_\_ (the "Bonds") issued by the Township under and pursuant to and in full conformity with the Constitution and statutes of Michigan (especially Act 34 of the Public Acts of 2001, as amended) and a bond authorizing resolution adopted by the Township Board (the "Bond Authorizing Resolution") for the purpose of defraying part of the cost of acquiring and constructing improvements to the Township's wastewater collection and treatment system. The full faith and credit of Township is hereby pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Township to pay the principal of and interest on the bonds of this series is subject to constitutional, charter and statutory tax limitations.

This bond and all other bonds issued in accordance with Bond Authorizing Resolution shall be of equal standing with each other.

This bond is transferable, as provided in the Bond Authorizing Resolution, on the bond registration books of the Bond Registrar upon surrender of this bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon such transfer, one or more fully registered bonds with denominations of \$1.00 or such larger denomination in the same aggregate principal amount and the same maturity and interest rate, will be issued to the designated transferee or transferees. The Bond Registrar shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of the Bonds have been done, exist and have happened in due time and form as required by law, and that the total

indebtedness of the Township, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitations.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Authorizing Resolution until the Certification of Registration and Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the Charter Township of Oscoda, Michigan, by its Township Board, has caused this bond to be executed in its name by the manual or facsimile signature of its Township Supervisor and its Township Clerk, to be sealed in its name manually by the Township Clerk or by facsimile and to be authenticated by the Bond Registrar as the Township's duly appointed authenticating agent for the Bonds.

CHARTER TOWNSHIP OF OSCODA

[SEAL]

By:

Ann Richards, Supervisor

By:

Joshua Sutton, Clerk

EGLE Project No.

EGLE Approved Amt: \$

#### SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Issuer.

Due  
Date

Amount of Principal  
Installment Due

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of \_\_\_% [as shown in the applicable fiscal year intended use plan] per annum, payable , 20 , and semi-annually thereafter.

The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N.A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

#### EXHIBIT B

(Legal Name of Municipality)  
Project No: (Project Number)

State Revolving Fund

#### PURCHASE CONTRACT

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer and ratification by the Authority, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before [ ].

Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, bonds (the "Bonds") in the principal amount and with the maturities and interest rate as shown on Schedule I and with redemption provisions acceptable to the Authority. The purchase price for the Bonds shall be 100%. The Authority's obligation to disburse Bond proceeds shall be contingent upon funding of the State Water Pollution Control Revolving Fund created by 1988 PA 316 and 1988 PA 317. The method of payment of Bond proceeds to the Issuer shall be as set forth in the Supplemental Agreement among the Issuer, the Authority, and the State of Michigan acting through the Department of Environment, Great Lakes and Energy.

The Issuer represents and warrants to, and agrees with, the Authority that the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (i) to enter into this Purchase Contract, and (ii) to sell and deliver the Bonds to the Authority as provided herein and in the resolution or ordinance authorizing the Bonds and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I.

On \_\_\_\_\_, the local preclosing date, the Issuer shall make available for inspection by the Authority at the offices of the Department of Attorney General, Finance Division, Lansing, Michigan, the Bonds, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents").

On \_\_\_\_\_, (the "Closing Date"), the Authority shall accept delivery of the Bonds and the Closing Documents and pay the purchase price for the Bonds.

MICHIGAN FINANCE AUTHORITY

By:  
Authorized Officer



Accepted and Agreed to this  
[       ] day of [       ]  
(Legal Name of Municipality) ("Issuer")  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

EGLE Project No.  
EGLE Approved Amt: \$

#### SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Issuer.

Due  
Date

Amount of Principal  
Installment Due

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of \_\_\_% [as shown in the applicable fiscal year intended use plan] per annum, payable , 20 , and semi-annually thereafter.

The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N.A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

EGLE Project No.  
EGLE Approved Amt: \$

#### SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Issuer.

Due  
Date

Amount of Principal  
Installment Due

,

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of \_\_\_% [as shown in the applicable fiscal year intended use plan] per annum, payable , 20 , and semi-annually thereafter.

The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N.A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

EXHIBIT C  
State Revolving Fund Program

Supplemental Agreement

Regarding

\$

of

County of

State of Michigan

(the "Bond")

This Agreement is made as of , 20 among the  
of , County of (the "Issuer"), the  
Michigan Finance Authority (the "Authority"), and the State of Michigan acting

through the Department of Environment, Great Lakes and Energy (“EGLE”), in consideration for the purchase of the above-captioned Bond by the Authority. This Agreement shall be in addition to any other contractual undertaking by the Issuer contained in the Ordinance or Resolution authorizing the Bond (the “Resolution”).

#### PREMISES:

Executive Order No. 2010-2 (the “Executive Order”) created the Authority as an autonomous public body corporate and politic within the Michigan Department of Treasury and transferred powers, duties, obligations, and functions from various entities (including those of the Michigan Municipal Bond Authority established under 1985 PA 227, as amended (“Act 227”)) to the Authority and the Authority is empowered, among other things, to purchase obligations from Governmental Units within the State of Michigan such as the Issuer. Pursuant to the terms of the Resolution, the Issuer intends to issue its Bond and undertake a Project as described in Exhibit B attached to this Supplemental Agreement (the “Project”), which Project is a sewage treatment works or nonpoint source project, or both, as defined in Part 53, Clean Water Assistance of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 (“Part 53”). In order to provide assistance to the Issuer to finance the Project, the Authority has agreed to purchase the Bond upon certain conditions including receipt by the Authority of an order of approval (the “Order”) issued by EGLE pursuant to the provisions of Part 53. All words and terms defined in Act 227 or Part 53 and not otherwise defined in this Agreement shall have the meanings as defined in those Acts.

In consideration of these premises and their mutual agreements, the Issuer, the Authority, and EGLE agree as follows:

Section 1. General Representations. The Issuer represents and warrants to, and agrees with, the Authority and EGLE, as of the date hereof as follows:

- a. The Issuer is duly organized and existing under the laws of the State of Michigan and is authorized by the provisions of the Constitution and the laws of the State of Michigan to issue the Bond.
- b. The Issuer has full legal right, power and authority to (i) sell and deliver the Bond to the Authority as provided in this Agreement and the Resolution, and (ii) execute this Agreement, and to consummate all transactions contemplated by

this Agreement, the Bond, the Resolution, and any and all other agreements relating thereto. The Issuer has duly authorized and approved the execution and delivery of this Agreement, the performance by the Issuer of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

c. The Resolution has been duly adopted by the Issuer, acting through its governing body, is in full force and effect as of the date hereof, is a contract with the Authority as the holder of the Bond and is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

d. When delivered to the Authority and paid for in accordance with the terms of the Resolution, the Bond (i) will have been duly authorized, executed, issued and delivered by the Issuer, (ii) will constitute a valid, legally binding obligation of the Issuer enforceable in accordance with its terms, and (iii) will not, when taken together with all other obligations of the Issuer, exceed or violate any constitutional, charter or statutory limitation.

e. The information submitted to the Authority and EGLE in connection with the purchase of the Bond by the Authority is as of the date hereof true, accurate and complete and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

f. Except as may have been disclosed in writing to the Authority and EGLE before the date hereof and as set forth in Exhibit D hereto, if applicable, the Issuer has not been served with any litigation (and to the knowledge of the Issuer no litigation has been commenced or is threatened) against the Issuer, in any court (i) to restrain or enjoin the sale, execution or delivery by the Issuer of the Bond, (ii) in any manner questioning the authority of the Issuer to issue, or the issuance or validity of, the Bond or any other indebtedness of the Issuer, (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Bond, (iv) questioning the validity or enforceability of the Resolution, (v) to secure a lien on any and all revenues, taxes, fees, or

other moneys, securities, funds and property pledged in the Resolution that are a source of payments on the Bond and which would materially impair the ability of the Issuer to repay the Bond, or (vi) which might in any material respect adversely affect the transactions contemplated in this Agreement herein; and no right of any member of the governing body of the Issuer to his or her office is being contested.

g. The execution and delivery of this Agreement by the Issuer, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Issuer is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Bond or the ability of the Issuer to pay the principal of and the interest on the Bond, or result in a default or lien on any assets of the Issuer. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Issuer under the Resolution or this Agreement.

h. No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Issuer of the Resolution, issuance of the Bond, or execution and delivery by the Issuer of this Agreement which has not already been obtained, except as may be required under blue sky or securities laws of any state (as to which no representation or warranty is given) nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

i. Proceeds of the Bond will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution or (ii) to reimburse the Issuer for a portion of the cost of the Project which was incurred in anticipation of Bond proceeds and which is eligible for reimbursement in accordance with Treasury Regulations 1.150-2. The Issuer will expend the proceeds of each disbursement of the Bond for the governmental purpose for which the Bond was issued within five banking days of receipt. Proceeds of the Bond shall not be used to refund (as defined in Treasury Regulation 1.150-1 (d)) other outstanding obligations without the prior written consent of the Authority.

j. The attached Exhibit A is a summary of the estimated cost of the Project, which the Issuer certifies is a reasonable and accurate estimate.

k. The Issuer certifies: (i) if it is the owner or operator of an oceangoing vessel or a nonoceangoing vessel that it is in compliance with the requirements of § 3103a of the NREPA, 1994 PA 451, as amended, MCL 324.3103a, and is on an applicable list prepared under MCL 324.3103a(4) and (ii) if it has contracts for the transportation of cargo with an oceangoing or nonoceangoing vessel operator that operator(s) is/are on an applicable list prepared under MCL 324.3103a(4).

Section 2. General Covenants. The Issuer also represents, warrants and covenants to EGLE and the Authority as follows:

a. Rates and charges for the services of the Project will be established, levied or collected in an amount sufficient to pay the expenses of administration, operation and maintenance of the Project and to pay the principal and interest requirements on all bonds payable from revenues of the Project, including the Bond.

b. The Issuer agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to complete the Project in accordance with the estimated Project schedule as set forth in its application and to provide from fiscal resources all moneys in excess of Bond proceeds necessary to complete the Project.

c. The Issuer will not voluntarily sell, lease, abandon, dispose of or transfer its title to the Project or any part thereof, including lands and interest in lands, by sale, mortgage, lease or other encumbrances, without an effective assignment of obligations and the prior written approval of the Authority and EGLE.

d. To the extent permitted by law, the Issuer shall take all actions within its control and shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

e. The Issuer will take no action which would cause the Bond to be a private activity bond pursuant to Section 141(a) of the Internal Revenue Code of 1986,



as amended (the "Code"). The Issuer will make no use of Bond proceeds which would make the Bond federally guaranteed as provided in Section 149(b) of the Code. The Issuer will keep records of the expenditure and investment of Bond proceeds as required under the Code and the regulations thereunder.

f. The Issuer will operate and maintain the Project in good repair, working order and operating condition.

g. The Issuer will maintain complete books and records relating to the construction, operation and financial affairs of the Project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS). At the conclusion of the Project or upon notification by EGLE, the Issuer will submit a final Project cost summary with necessary supporting documentation as required by EGLE. The Issuer will include in its contracts for the Project notice that the contractor and any subcontractors may be subject to a financial audit as part of an overall Project audit and requirements that the contractor and subcontractors shall comply with generally accepted auditing standards.

h. The Issuer will have an audit of its entire operations prepared by a recognized independent certified public accountant for each year in which the Issuer expended \$750,000 or more in federal assistance. The audit shall be prepared in conformance with the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and Office of Management and Budget Circular No. A-133. The Issuer will mail a copy of such audit and its annual financial audit to the Local Audit and Finance Division of the Michigan Department of Treasury and the Authority. The provision of federal assistance detailed in this Supplemental Agreement can be traced to Catalog of Federal Domestic Assistance (CFDA) Program No. 66.458: Capitalization Grants for Clean Water State Revolving Funds. In addition, the Issuer agrees to provide the Authority in a timely manner with all information and documents regarding the Issuer that the Authority or its bond underwriters need to meet any Securities and Exchange Commission regulation, any industry standard or other federal or state regulation which imposes a disclosure requirement or continuing disclosure requirement relating to any Authority bond issue which was used or is needed to provide monies to the fund used to purchase the Bond or relating to any other Authority bond issue which was used by the Authority to purchase an obligation of the Issuer. In furtherance of the above the Issuer also agrees that upon the request of the Authority it will promptly execute and deliver a continuing disclosure undertaking in form and

substance determined by the Authority to be necessary or desirable to assist the Authority or its underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

i. The Issuer will maintain and carry insurance on all physical properties of the Project, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. All moneys received for losses under any such insurance policies shall be applied to the replacement and restoration of the property damaged or destroyed or for repayment of the Bond.

j. The Issuer will notify EGLE and the Authority within 30 days of the occurrence of any event which, in the judgment of the Issuer, will cause a material adverse change in the financial condition of the Project, or, if the Issuer has knowledge, of the system of which the Project is a part or which affects the prospects for timely completion of the Project.

k. The Issuer agrees to comply with the disadvantaged business participation provisions of Executive Order 11625 (October 13, 1971) and Executive Order 12138 (May 18, 1979), as amended by Executive Order 12608 (September 9, 1987), whereby the Issuer will employ the six affirmative steps in its procurement efforts and assure its first tier contractors also employ these steps (40 CFR 33.301), maintain a bidders list (40 CFR 33.501), and report on its efforts to utilize Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) (40 CFR 33.502-503), on the forms and in the manner prescribed by EGLE, all consistent with the provisions set forth in 40 CFR Part 33.

l. The Issuer has the legal, managerial, institutional and financial capability to build, operate and maintain the Project.

m. The Issuer has, or will have prior to the start of construction, all applicable state and federal permits required for construction of the Project and will comply with the conditions set forth in such permits.

n. No undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Issuer's ability to make timely repayments on the Bond.

o. The Issuer will, upon request, provide EGLE, the United States Environmental Protection Agency (the "USEPA") and the Authority with access to the physical plant of the Project and all operational or financial records of the Project, and the

Issuer will require similar authorizations from all contractors, consultants, or agents with which the Issuer negotiates an agreement.

p. All pertinent records shall be retained and available to EGLE, the USEPA and the Authority for a minimum of 3 years after actual initiation of the operation of the Project and if litigation, a claim, an appeal, or an audit is begun before the end of the 3 year period, records shall be retained and available until the 3 years have passed or until the action is completed and resolved, whichever is longer.

q. If the Project is segmented as provided in Section 5309 of Part 53, the Issuer agrees that the remaining segments shall be completed with or without additional financial assistance from the Michigan Water Pollution Control Revolving Loan Fund.

r. If the Project involves construction or property acquisition in a special flood hazard area, the Issuer agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234) whereby the Issuer will purchase flood insurance in conformance with the National Flood Insurance Program (42 USC section 4001-4128).

s. The Issuer will comply with the procurement prohibitions of Section 306 of the Clean Air Act Amendments of 1970 (42 USC section 7606) and Section 508 of the Federal Water Pollution Control Act Amendments of 1972 (33 USC section 1368), as implemented by Executive Order 11738 (September 10, 1973) whereby the Issuer certifies that goods, services, and materials for the Project will not be procured from a supplier on the List of Violating Facilities published by the U.S. Environmental Protection Agency.

t. The Issuer agrees to comply with the anti-discrimination provisions of Section 602, Title VI of the Civil Rights Act of 1964 (42 USC section 2000d), Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (Pub.L. 92-500), Section 504 of the Rehabilitation Act of 1973 (29 USC section 794), and Section 303, Title III of the Age Discrimination Act of 1975 (42 USC section 6102) whereby the Issuer will not discriminate on the basis of race, color, national origin, sex, handicap, or age in any activity related to the Project.

u. If the Project involves the acquisition of an interest in real property or the displacement of any person, business, or farm operation, the Issuer agrees to comply with the land acquisition and relocation assistance requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of

1970 (42 USC section 4601 et seq) whereby the Issuer will follow procedures set forth in 49 CFR Part 24.

v. The Issuer agrees to comply with the Hatch Act (5 USC section 1501 et seq) whereby the Issuer will ensure that employees whose principal employment activities are funded in whole or in part with moneys from the Michigan Water Pollution Control Revolving Loan Fund comply with the prohibitions set forth in 5 CFR Part 151. The Issuer also agrees to comply with provisions of 40 CFR Part 34, New Restrictions on Lobbying, and understands, in accordance with the Byrd Anti-Lobbying Amendment, making a prohibited expenditure under 40 CFR Part 34 or failing to file the required certification or lobbying forms shall subject the Issuer to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

w. The Issuer agrees to comply with the Davis-Bacon Act and related Acts (40 USC section 276a; 29 CFR Parts 1, 3, 5, 6 and 7). These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public building or public works.

- x. The Issuer agrees to comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The Issuer is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Issuer is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Issuer acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- y. The Issuer agrees to construct and operate the Project in compliance with all other applicable state and federal laws, executive orders, regulations, policies, and procedures and the covenants, assurances and certifications contained in its application for financial assistance relating to the Project. Also, the Issuer will comply with all applicable requirements of all other states and federal laws, executive orders, policies, and regulations governing the program pursuant to which the Order was issued.

z. The Issuer agrees to comply with the equal employment opportunity provisions of Executive Order 11246 (September 24, 1965), as amended by Executive Order 11375 (October 13, 1967), and supplemented by United States Department of Labor regulations (41 CFR Part 60).

aa. If historic or archeological artifacts or remains are discovered during Project construction, the Issuer agrees to immediately contact the State Historic Preservation Officer and EGLE. The Issuer further agrees to discontinue work in the vicinity of the discovery until the State Historic Preservation Officer has determined the general limits and potential significance of the site. If human remains are discovered during Project construction, the Issuer agrees to immediately contact the State Police.

bb. The Issuer will provide written notification to EGLE identifying the actual initiation of operation of the Project within 30 days of its occurrence. The actual initiation of operation is the date when the Project becomes capable of operation for the purposes for which it was planned, designed and built.

cc. The Issuer agrees to comply with Section 436 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) which requires that all of the iron and steel products used in the Project be produced in the United States ("Use of American Iron and Steel Requirement"), unless (i) the Issuer has requested and obtained a waiver from the USEPA pertaining to the Project or (ii) EGLE has otherwise advised the Issuer in writing that the American Iron and Steel Requirement is not applicable to the Project.

dd. The Issuer agrees that a fiscal sustainability plan has been developed and implemented that includes the minimum requirements per 33 UCS § 1383 for treatment works by the loan closing.

Section 3. Further Covenants. The Issuer agrees to the covenants, if any, set forth in Exhibit C attached to this Agreement.

Section 4. Statutory Compliance of Project. Based on the information supplied to EGLE by the Issuer, EGLE hereby certifies that the Project complies with the statutory requirements established by Part 53 for a project eligible for assistance.

Section 5. Advancement of Funds to Issuer. Upon receipt by EGLE from the Issuer of a Disbursement Request in the form to be provided by EGLE, EGLE shall, after processing such Disbursement Request, notify the Authority of the

amount of the Disbursement Request. The Authority shall withdraw from the State Water Pollution Control Revolving Fund established pursuant to Act 227 moneys necessary to purchase principal installments of the Bond from the Issuer in the amount processed by EGLE.

In the event the Issuer receives disbursements for costs which, at the time of final disbursement or at the submission of final Project cost documentation or at any other time, are determined by EGLE to be ineligible for financing from the Fund, the Issuer agrees to repay the Fund all such amounts. EGLE shall notify the Issuer in writing of any and all such ineligible costs (the "Repayment Amount"). The Issuer agrees to repay the Authority the Repayment Amount within 30 days following the receipt of written notice from EGLE (the "Repayment Date"). If such amount is not received by the Authority by the Repayment Date, the Issuer agrees that the Repayment Amount shall bear interest (the "Additional Interest") from the Repayment Date to the date of payment at the highest rate, as determined by the Authority, equal to (a) the rate of interest then earned by the common cash fund of the State of Michigan on its short term (30 day) investments or (b) the interest rate on the Bond, or (c) the average interest rate at which the Authority's leveraged bond proceeds that funded the purchase of the Bond are invested, or such other rate as shall be determined by resolution of the Board of the Authority but in no event in excess of the maximum rate of interest permitted by law and as set forth in the notice from EGLE to the Issuer. Such Additional Interest is in addition to the interest rate on the Bond. The Additional Interest shall continue to accrue until the Authority has been fully reimbursed for the Repayment Amount. Upon receipt by the Authority of the Repayment Amount, the Authority shall prepare a new payment schedule for the Bond which shall be effective upon receipt by the Issuer.

Section 6. Termination of Assistance. In the event EGLE issues an order under Section 5312 or 5313 of Part 53 recommending that assistance to the Issuer be terminated for the Project, the Authority shall cease to advance funds to the Issuer pursuant to Section 5 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer or interest or premiums due thereon. If as a result of termination of assistance, less than the principal amount of assistance approved by EGLE is disbursed, the Authority shall prepare a new payment schedule, which maintains the existing level of principal installments but shortens the term of the Bond, which schedule shall be effective upon receipt by the Issuer. Any termination of assistance under

this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

Section 7. Breach of Agreement. In regard to Section 1 through 3 of this Agreement, if any of the representations or warranties are untrue, or if the Issuer shall fail to perform or comply with any of the covenants of these Sections, it shall be a material breach of this Agreement.

No failure by the Authority or EGLE to insist upon strict performance of any covenant, warranty or representation in these Sections, nor any failure on the part of the Authority or EGLE to declare a breach, shall constitute a waiver of any such breach or a relinquishment for the future of the right to insist upon and to enforce by any appropriate legal remedy strict compliance with all of the covenants, warranties or representations, or of the right to exercise any such right or remedies, if any breach of the Issuer continues or is repeated.

Upon any such breach in addition to any other legal remedy EGLE or the Authority may have, EGLE can provide written notice to the Authority of such breach and the Authority shall cease to advance funds to the Issuer pursuant to Section 5 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer plus interest and premiums due thereon. If as a result of termination of assistance, less than the principal amount of assistance approved by EGLE is disbursed, the Authority shall prepare a new payment schedule, which maintains the existing level of principal installments but shortens the term of the Bond, which schedule shall be effective upon receipt by the Issuer. Any termination of assistance under this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

Section 8. Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan. This Agreement shall not be assigned by the Issuer.

Section 9. Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.



Section 10. Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

OF

(the "Issuer")

By:

Its:

MICHIGAN FINANCE AUTHORITY

(the "Authority")

By:

Its: Authorized Officer

DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY OF THE STATE  
OF MICHIGAN ("EGLE")

By:

Its: Authorized Officer

EXHIBIT A

Summary of Estimated Project Costs

EXHIBIT B

Project Description

EXHIBIT C

Additional Covenants of the Issuer

EXHIBIT D  
Summary of Litigation

EXHIBIT D  
State Revolving Fund Program

\$

County of \_\_\_\_\_ of  
State of Michigan

(the "Bond")

ISSUER'S CERTIFICATE

This Certificate is delivered by the undersigned on behalf of the \_\_\_\_\_ of \_\_\_\_\_ (the "Issuer") in connection with the issuance of its above-captioned bond (the "Bond") on even date herewith and the sale of such Bond to the Michigan Finance Authority (the "Authority"). This Certificate is being delivered to the Authority pursuant to a certain Purchase Contract between the Authority and the Issuer (the "Purchase Contract"). The Issuer represents and warrants to, and agrees with, the Authority, as of the date hereof as follows:

1. The undersigned are on the date hereof the duly elected or appointed acting and qualified incumbents of the offices of the Issuer set below their respective names and the signatures appearing are the genuine signatures of said officers.

The Bond has been officially signed by the officers of the Issuer having authority to execute and deliver the Bond.

2. The Issuer has full legal right, power and authority to enter into the Purchase Contract, and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in the Purchase Contract.

3. No further authorization or approval is required for the execution and delivery of the Purchase Contract on behalf of the Issuer by its governing body, and the Purchase Contract constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought; and, except as may be required under the blue sky or securities laws of any state (as to which no representation or warranty is given) no further authorization or approval is required for the performance by the Issuer of its obligations thereunder.

4. The execution and delivery of the Purchase Contract by the Issuer, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Purchase Contract do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Issuer is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Bond or the ability of the Issuer to pay the principal of and the interest on the Bond.

5. Any certificate or copy of any certificate signed by any official of the Issuer and delivered to the Authority pursuant to the Authority's purchase of the Bond shall be deemed a representation by the Issuer to the Authority as to the truth of the statements therein made.

6. The Issuer is not in default in the payment of principal of, or premium, if any, or interest on any bonds, notes, or contract payments pledged for the payment of notes or bonds.

7. The Issuer agrees that it will not purchase bonds from the Authority in an amount related to the principal amount of the Bond.

8. The Issuer is a political subdivision of the State of Michigan which qualifies as a “governmental unit” within the meaning of Sections 141(b)(6)(A) and 141(c)(1) of the Internal Revenue Code of 1986, as amended and any successor provision, act or statute and the regulations from time to time promulgated or proposed thereunder (the “Code”).

9. The Issuer hereby covenants and agrees for the benefit of the Authority as the holder of the Bond that it will comply with the applicable requirements of Section 149 of the Code.

10. Except as required by law, the Issuer will at no time take any action or omit to take any action which, by commission or omission, would cause the Bond to be an “arbitrage bond” as defined in Section 148 of the Code including failing to satisfy the arbitrage rebate requirements of such Section.

11. The Issuer will not permit at any time or times any of the proceeds of the Bond (or the property financed with the proceeds of the Bonds) or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of any bonds of the Issuer from the treatment afforded by Section 103(a) of the Code, as from time to time amended, by reason of the classification of such bonds as “private activity bonds” within the meaning of Section 141(a) of the Code, or as obligations guaranteed by the United States of America, as provided in Section 149(b) of the Code; or cause interest on the Bond to be includable in gross income for federal income tax purposes.

12. The Issuer has executed the standard documents required by the Authority and has included in the Issuer's documents the standard provisions required by the Authority in each case without alteration in any way.

IN WITNESS WHEREOF, we have signed this Certificate on \_\_\_\_\_, 20\_\_\_\_.

(the "Issuer")

By:

Its:

By:

Its:

## EXHIBIT E

### Revenue Sharing Pledge Agreement

This Revenue Sharing Pledge Agreement is dated \_\_\_\_\_, 20\_\_\_\_, by and between the Michigan Finance Authority (the "Authority") and \_\_\_\_\_ (the "Governmental Unit").

WHEREAS, the Authority is purchasing the Governmental Unit's \_\_\_\_\_ (the "Municipal Obligation") on the date hereof; and

WHEREAS, the Authority, in connection with its purchase of the Municipal Obligation, requires the Governmental Unit to provide additional security for the repayment of the Municipal Obligation.

1. Pledge. As authorized by Act 227 PA 1985, as amended ("Act 227") and Act 140 PA 1971, as amended, ("Act 140") the Governmental Unit hereby pledges and assigns to the full extent permitted by Act 227 and Act 140 (as hereafter provided) to the Authority as purchaser and holder of the Municipal Obligation all of the payments that the Governmental Unit is eligible to receive under Act 140

("Distributable Aid") as additional security for the Governmental Unit's obligations to pay principal of, premium, if any, and interest on the Municipal Obligation, as the same become due (the "Payment Obligation").

2. Payment of Distributable Aid. If for any reason the Governmental Unit fails to have on deposit with the Authority (or with any depository designated by the Authority) sufficient moneys to pay the Payment Obligation not less than five (5) business days before the same is due under the Municipal Obligation, the State Treasurer is hereby authorized and directed by the Governmental Unit, upon written notice by the Authority or its depository to the State Treasurer, to pay on such date sufficient Distributable Aid to the Authority (or to any depository designated by the Authority) from the amounts of Distributable Aid payable thereafter to the Governmental Unit so that the Authority (or its depository) has on hand from Distributable Aid or moneys provided by the Governmental Unit sufficient moneys to pay such Payment Obligation up to the full amount of Distributable Aid allowable to the Governmental Unit lawfully available on such date to the State Treasurer. The Authority shall cause a copy of any notice given by it or by its depository pursuant to this paragraph to be promptly given to the Governmental Unit.

3. Continuing Payments. In the event the amount paid pursuant to the foregoing provisions is not sufficient to pay the Payment Obligation on the Municipal Obligation, then, the Governmental Unit hereby authorizes and directs the State Treasurer to continue to transmit to the Authority (or any depository designated by the Authority) all Distributable Aid which the Governmental Unit is entitled to receive pursuant to the provisions of Act 140 until the Authority (or its depository) has on deposit from moneys representing Distributable Aid or from other funds supplied by the Governmental Unit an amount sufficient to satisfy the Payment Obligation on the Municipal Obligation which has not previously been paid. Until the foregoing requirements are met the Governmental Unit agrees that Distributable Aid for any year shall not be paid by the State Treasurer to the Governmental Unit.

4. Right To Pledge Distributable Aid. The Governmental Unit reserves the right to pledge Distributable Aid to secure any additional bonds or notes or other obligations provided that (1) the amount of Distributable Aid received by the Governmental Unit in the fiscal year of the State preceding the issuance of such bonds or notes or other obligations equals or exceeds the amount required in

each year to pay the sum of (i) an amount equal to two times the principal and interest for the Municipal Obligation, and (ii) the principal and interest on any additional bonds or notes or other obligations for which Distributable Aid has been pledged, and (2) the amount of Distributable Aid composed of sales tax revenues received by the Governmental Unit in the fiscal year of the State preceding the issuance of such bonds or notes or other obligations equals or exceeds the amount required in each year to pay the sum of (i) an amount equal to 1.5 times the principal and interest for the Municipal Obligations and (ii) the principal and interest on any additional bonds or notes or other obligations for which Distributable Aid has been pledged.

5. The Pledge made herein does not constitute or create any indebtedness of the State of Michigan, and does not require the State of Michigan to make an appropriation for any City, Village, County or Township.

6. The Governmental Unit hereby warrants and represents that this Revenue Sharing Pledge Agreement has been duly authorized, executed and delivered by the Governmental Unit and is the valid and legally binding agreement and obligation of the Governmental Unit enforceable against the Governmental Unit in accordance with its terms.

7. The Governmental Unit hereby represents and warrants that except as disclosed in writing to the Authority before the date hereof and as set forth in Exhibit A hereto it has not pledged its Distributable Aid for the payment of any obligation other than the Municipal Obligation.

8. This Revenue Sharing Pledge Agreement shall (a) terminate upon payment in full of the Municipal Obligation or (b) shall terminate in whole or in part upon written release in whole or in part by the Authority.

#### MICHIGAN FINANCE AUTHORITY

By:  
(Signature)

Its: Executive Director or Member

Charter Township of Oscoda Resolution 2021-20  
12 July 2021



GOVERNMENTAL UNIT

By:  
(Signature)

Its:  
(Title)

By:  
(Signature)

Its:  
(Title)

Finance/AssignCon/MFA/SRF DWRF Master Docs/DWRF 185 Documents/SRF DWRF  
Rev Sharing Pledge.doc

## Tammy Kline

---

**From:** Rick Freeman <RFreeman@rowepsc.com>  
**Sent:** Wednesday, July 7, 2021 4:46 PM  
**To:** Tammy Kline  
**Subject:** Fwd: [EXTERNAL]: Oscoda Charter Township  
**Attachments:** Bond Authorizing Resolution Series 2021B - Sewer Project (02951451x9ED46).docx

Tammy,

Attached is the resolution for next weeks Board meeting.

Please format as you see fit...it is ok as is.

Also include the summary from Mark in the packet also....I will summarize during the meeting if necessary.

Also we are drafting a letter of recommendation for award to RCL Contracting.

Thank you

Sent from my iPhone

Begin forwarded message:

**From:** "Mark E. Nettleton" <MNettleton@mikameyers.com>  
**Date:** July 7, 2021 at 4:39:04 PM EDT  
**To:** Rick Freeman <RFreeman@rowepsc.com>  
**Cc:** Matt Feldpausch <Matt.Feldpausch@bakertilly.com>  
**Subject:** [EXTERNAL]: Oscoda Charter Township

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rick:

Attached to this email, in WORD format, please find the Resolution to Authorize Issuance of Capital Improvement Bonds (CWSRF Water Project) (General Obligation Limited Tax), Series 2021B (the "Resolution"). The Resolution incorporates the proposed maturity schedule prepared and circulated by Matt Feldpausch at Baker Tilly earlier today, as well as the cost for the project, which Dave Richmond provided this afternoon.

A summary of the key provisions of the Resolution is provided below:

1. The Bonds will be issued in the not to exceed principal amount of \$6,760,000 to pay the costs of the Township's sewer project, as well as project contingency and costs of issuance of the Bonds.
2. The Bonds will evidence the low-interest, long-term loan by the Michigan Finance Authority (the "Authority") to the Township for the Project.
3. The Bonds will be outstanding for a period of 20-years (through and including April 1, 2042).

4. Interest on the Bonds will accrue at the rate of 2.125%.
5. Principal on the Bonds will be paid annually, each April 1, beginning April 1, 2023; interest will be paid semi-annually on April 1 and October 1 each year, beginning April 1, 2022.
6. The Bonds are only subject to redemption prior to maturity (paying the Bonds off early) with the prior written consent of the Authority.
7. The Township Supervisor and Township Treasurer are authorized and directed to approve the final terms for the issuance of the Bonds, if revisions to the form of the Bonds, the dated date of the Bonds, principal and interest payment dates, and other revisions are required, in accordance with State law.
8. The Township Supervisor, Clerk and Treasurer are authorized and directed to execute and deliver any and all necessary agreements, certificates and documents required for the successful delivery and closing on the Bonds to the Authority.
9. The Resolution approves the form of Authority-required documents including the Purchase Contract (attached to the Resolution as Exhibit B), the Supplemental Agreement (attached to the Resolution as Exhibit C), and the Issuer's Certificate (attached to the Resolution as Exhibit D).

Upon adoption of the Resolution, please have the Township Clerk sign and send to me four originals of the adopted and completed Resolution as soon as possible. The Clerk only needs to sign the Resolution on page 17 and 18; there is no need to sign any of the exhibits at this time. Please call or email me should you have any questions.

**Mark E. Nettleton**

**Mika Meyers PLC**

900 Monroe Avenue NW

Grand Rapids, MI 49503

Tel: 616-632-8000

Fax: 616-632-8002

[mikameyers.com](http://mikameyers.com)

Direct Phone/Fax: 616-632-8048

Cellular: 616-745-0731

E-mail: [mnettleton@mikameyers.com](mailto:mnettleton@mikameyers.com)

Legal assistant: Suzanne Cole 616-632-8079

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# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.<sup>sm</sup>*

July 8, 2021

Ms. Tammy Kline  
Interim Township Superintendent  
Oscoda Township  
110 State Street  
Oscoda Township, MI 48750

RE: Pump Station Replacement  
Recommendation of Award

Dear Ms. Kline:

Enclosed, please find a copy of the bid tabulation for the above referenced project. All bids opened and read at the bid opening on April 8, 2021 have been reviewed and audited. RCL Construction Co., Inc. was the low bidder with a bid amount of \$5,558,800.00, which includes \$192,000 in allowances for SCADA equipment and utilities.

RCL Construction Co., Inc. has provided the required contract documents in accordance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) State Revolving Fund (SRF) program. It is my recommendation to the Oscoda Township Board of Trustees to tentatively award the Pump Station Replacement project to RCL Construction Co., Inc. in the amount of \$5,558,800.00. The award will be considered tentative until EGLE issues the formal Order of Approval. A resolution to tentatively award a construction contract for sanitary sewer system improvements is enclosed for your consideration.

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

Sincerely,  
ROWE Professional Services Company

Rick A. Freeman, PE  
Vice President/Director of Engineering

Enclosures

R:\PROJECTS\20C0175\DOCS\SPECS OR SPECIAL PROVISIONS\20C0175 RECOMMENDATION LTR.DOCX

# TABULATION OF BIDS

OWNER: Charter Township of Oscoda  
PROJECT: Pump Station Replacement  
JOB NO.: 20C0175  
DATE: April 8, 2021

			RCL Construction Co., Inc.	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Pump Station 1	1	LS	\$59,000.00	\$59,000.00
Pump Station 2	1	LS	\$62,000.00	\$62,000.00
Pump Station 3	1	LS	\$61,000.00	\$61,000.00
Pump Station 4	1	LS	\$179,000.00	\$179,000.00
Pump Station 5	1	LS	\$455,000.00	\$455,000.00
Pump Station 6	1	LS	\$478,000.00	\$478,000.00
Pump Station 7	1	LS	\$1,110,000.00	\$1,110,000.00
Pump Station 8	1	LS	\$16,900.00	\$16,900.00
Pump Station 9	1	LS	\$16,900.00	\$16,900.00
Pump Station 14	1	LS	\$164,000.00	\$164,000.00
Pump Station 16	1	LS	\$99,000.00	\$99,000.00
Pump Station 18	1	LS	\$432,000.00	\$432,000.00
Pump Station 19	1	LS	\$257,000.00	\$257,000.00
Pump Station 20	1	LS	\$289,000.00	\$289,000.00
Pump Station 21	1	LS	\$248,000.00	\$248,000.00
Pump Station 23	1	LS	\$53,000.00	\$53,000.00
Pump Station 24	1	LS	\$59,000.00	\$59,000.00
Pump Station 25	1	LS	\$281,000.00	\$281,000.00
Pump Station 28	1	LS	\$47,000.00	\$47,000.00
Lagoon Bar Screening	1	LS	\$1,000,000.00	\$1,000,000.00
<b>Total of All Unit Price Bid Items</b>				<b>\$5,366,800.00</b>
Lump Sum for SCADA Allowance 1	1	LS	\$172,000.00	\$172,000.00
Lump Sum for Utility Allowance 2	1	LS	\$20,000.00	\$20,000.00
<i>Total for all Lump Sum for Allowances</i>				<i>\$192,000.00</i>
<b>TOTAL BID</b>				<b>\$5,558,800.00</b>

# MEMORANDUM

TO: TAMMY KLINE, INTERIM SUPERINTENDENT  
FROM: NANCY SCHWICKERT, ASSESSOR  
DATE: JULY 6, 2021  
RE: TRUTH IN TAXATION HEARING

Attached please find a calculation sheet demonstrating the effects that the proposed truth in taxation increase would have on property taxes.

There are also two ***draft*** resolutions. The first one authorizes holding a public hearing for truth in taxation and should be presented at the July 12<sup>th</sup> meeting. The second resolution pertains to levying the maximum authorized millage and is dated for the July 26<sup>th</sup> meeting.

I have sent copies of the two ***draft*** resolutions to the Township Clerk so they can create the actual resolution for presentation at the meetings.

If you have any questions please feel free to contact me.



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-3344

## Resolution Number 2021-21 Regarding Truth in Taxation Public Hearing

**Whereas**, Truth in Taxation 211.24c M.C.L. would reduce the operating millage of the general fund to 4.6499 mills.

**Now, therefore be it resolved**, that the Charter Township of Oscoda will hold a public hearing on Monday July 26, 2021, at 7:00 p.m. according to act 5, P.A. of 1982, for the purpose of receiving testimony and discussing a levy of an additional millage rate of 0.0409 mills for the general fund which would restore its maximum allowable millage rate of 4.6908 mills for the general fund for 2022.

**Be it further resolved**, that if a signature is necessary pursuant to the items as set forth within the above resolution, this resolution hereby authorizes the Township Supervisor and the Township Clerk to jointly sign as it concerns any such documents.

Moved by: \_\_\_\_\_.

Supported by: \_\_\_\_\_.

Yeas: \_\_\_\_\_.

Nays: \_\_\_\_\_.

Absent: \_\_\_\_\_.

Adopted this \_\_\_\_ day of \_\_\_\_\_ ..

### CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oscoda, County of Iosco, and State of Michigan, at a meeting held on \_\_\_\_\_, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joshua Sutton, Township Clerk

DRAFT



# MEMORANDUM

TO: TAMMY KLINE, INTERIM SUPERINTENDENT  
FROM: NANCY SCHWICKERT, ASSESSOR  
DATE: JULY 6, 2021  
RE: TRUTH IN TAXATION HEARING

2021 TOTAL TAXABLE VALUE	\$ 313,451,457
LDFA CAPTURED VALUE	\$ 9,702,220 * 80%
ADJUSTED TAXABLE VALUE	\$ 305,689,681
OPERATING MILLAGE WITHOUT HEARING	<u>4.6499</u>
OPERATING REVENUES	\$1,421,426.44

2021 TOTAL TAXABLE VALUE	\$ 313,451,457
LDFA CAPTURED VALUE	\$ 9,702,220 * 80%
ADJUSTED TAXABLE VALUE	\$ 305,689,681
OPERATING MILLAGE WITHOUT HEARING	<u>4.6908</u>
OPERATING REVENUES	\$1,433,929.16

ADDITIONAL OPERATING REVENUE	\$ 12,502.72
------------------------------	--------------

ATTACHED PLEASE FIND A RESOLUTION FOR THE JULY 26th MEETING,  
AUTHORIZING THE LEVY OF 4.6908 MILLS.

JULY 6, 2021

ESTIMATE OF TAX INCREASE DUE TO PROPOSED TRUTH IN TAXATION  
MILLAGE INCREASE.

TOTAL TAXABLE VALUE	313,451,457
TOTAL # OF TAXABLE PARCELS	8,656
AVERAGE TAXABLE VALUE	\$36,212
WITHOUT TRUTH IN TAXATION	\$ 168.38
WITH TRUTH IN TAXATION	<u>\$ 169.86</u>
INCREASE	\$ 1.48

AMOUNT OF ADDED TAXES FOR A \$100,000 HOME

TAXABLE VALUE	\$ 50,000
WITHOUT TRUTH IN TAXATION	\$ 232.49
WITH TRUTH IN TAXATION	<u>\$ 234.54</u>
INCREASE	\$ 2.05

AVERAGE INCREASE OF \$0.41 PER 10,000 OF TAXABLE VALUE

TOTAL INCREASE WITH LOSS & NEW  
2020 TAXABLE \$ 304,857,179  
2021 TAXABLE \$ 313,451,457  
REVENUE INCREASE = 2.82%

CHARTER TOWNSHIP OF  
OSCODA

Zoning Department

## Memo

To: **Board of Trustees**

From: **Nichole Vallette, Planning and Zoning Director**

Date: July 7, 2021

Re: Commercial Marihuana Facilities Ordinance

---

Board of Trustees,

Attached is a copy of the Commercial Marihuana Facilities Ordinance which was approved unanimously at the Planning Commission meeting on June 7<sup>th</sup>. Please add this to your agenda for final approval.

Thank you,

Nichole Vallette



Charter Township of  
Oscoda 110 South  
State Street  
Oscoda, Michigan  
48750

Office of Supervisor:  
(989)739-3211 Office of  
Clerk: (989)739-4971

Office of Treasurer:  
(989)739-7471

Office of Superintendent: (989)739-8299  
Fax: (989)739-0034

## Ordinance Number 2021-270

# COMMERCIAL MARIHUANA FACILITIES ORDINANCE

The Charter Township of Oscoda, County of Iosco, State of

### Michigan ORDAINS:

ORDINANCE NO.: \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

AN ORDINANCE to Amend the Zoning Ordinance to provide for the regulation of marihuana facilities and establishments authorized by the *Michigan Medical Marihuana Act*, being MCL §§ 333.26421, *et seq.*, the *Michigan Marihuana Facilities Licensing Act*, being MCL §§ 333.27101, *et seq.*, and the *Michigan Regulation and Taxation of Marihuana Act*, being MCL §§ 333.27951, *et seq.*; to provide for the enforcement thereof, and to provide for civil penalties and remedies for the violation thereof.

### SECTION 1.1 PURPOSE

- A. It is the intent of this ordinance to authorize the establishment of several types of Commercial Recreational Marihuana Facilities in the Charter Township of

Oscoda and provide for the adoption of reasonable restriction to protect the public health, safety and general welfare of the community at large; retain the character of neighborhoods; and mitigate potential impacts on surrounding properties and persons. It is also the intent of this ordinance to help defray administrative and enforcement costs associated with the operation of marihuana facilities in Charter Township of Oscoda through the imposition of annual, nonrefundable permit fees of not more than \$5,000 on each Commercial Recreational Marihuana Facility permit. Authority for the enactment of these provisions is set forth in Michigan Regulation and Taxation of Marihuana Act.

- B. Nothing in this ordinance is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacturing, possession, use, sale or distribution of Marihuana, in any form, that is not in compliance with the Michigan Regulation and Taxation of Marihuana Act and all other applicable rules promulgated by the State of Michigan.
- C. As of the effective date of this ordinance, Marihuana remains classified as a Schedule 1 controlled substance under the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et

seq., which makes it unlawful to manufacture, distribute or dispense Marihuana. Nothing in this ordinance is intended to grant immunity from any criminal prosecution under federal laws.

## SECTION 1.2 DEFINITIONS

Any term defined by the *Michigan Regulation and Taxation of Marihuana Act*, shall have the definition given in the *Michigan Regulation and Taxation of Marihuana Act*. Further, and without limitation:

**“Affiliate”** means any person that controls, is controlled by, or is under common control with; is in a partnership or joint venture relationship with; or is a co-shareholder of a corporation, a co-member of a limited liability company, or a co-partner in a limited liability partnership with a licensee or applicant.

**“Application”** means an application for a permit under this ordinance, and includes supplemental documentation attached or required to be attached thereto; the person filing the applications shall be known as the **“applicant.”** Further, any such application shall be considered one for a Conditional, or, Special Use, and shall be subject to all corresponding provisions and requirements of this Ordinance, including without limitation Chapters 8,9.

**“Commercial Recreational Marihuana Facility”, “Recreational Marihuana Facility” or “Recreational Facility”** means an enterprise at a specific location at which a licensee is licensed to operate under the *Michigan Regulation and Taxation of Marihuana Act*, including a Marihuana Grower, Marihuana Processor, Marihuana Retailer, Marihuana Secure Transporter, or Marihuana Safety Compliance Facility. A Marihuana Microbusiness is not considered a Commercial Recreational Marihuana Facility for the purposes of this definition.

**“Department”** means the Michigan State Department of Licensing and Regulatory Affairs or any authorized designated Michigan agency authorized to regulate, issue or administer a Michigan License for a Commercial Recreational Marihuana Facility.

**“Designated Consumption Establishment”** means a commercial space that is licensed by the agency and authorized to permit adults 21 years of age and older to consume marihuana products at the location indicated on the state license.

**“Equivalent licenses”** means any of the following license types issued under the *Michigan Marihuana Facilities Licensing Act* (MMFLA) and/or the *Michigan Regulation and Taxation of Marihuana Act* (MRTMA): a grower of any class, processor, marihuana retailer or provisioning center, secure transporter, safety compliance facility.

**“Licensee”** means a person holding a state operation license under the *Michigan Regulation and Taxation of Marihuana Act*.

**"Marihuana"** or **"Marijuana"** means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106, and regardless of the particular spelling thereof.

**"Marihuana Event Organizer"** means a person licensed to apply for a temporary marihuana event license under these rules.

**"Marihuana Grower"** means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages Marihuana for sale to a Marihuana processor or retailer.

**"Marihuana Microbusiness"** means a person licensed to cultivate no more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older, or to a marihuana safety compliance facility, but not to other marihuana establishments.

**"Marihuana Plant"** means any plant of the species *Cannabis Sativa* L. Marihuana plant does not include industrial hemp.

**"Marihuana Processor"** means a licensee that is a commercial entity located in this state that purchases marihuana from a marihuana grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a Marihuana Retailer.

**"Marihuana Retailer"** means a licensee that is a commercial entity located in this state that purchases marihuana from a marihuana grower or processor and sells, supplies, or provides marihuana to persons 21 years of age and up. Including any commercial property where marihuana is sold. A noncommercial location used by a microbusiness to sell persons 21 and up marihuana in accordance with the *Michigan Regulation and Taxation of Marihuana Act*, does not qualify under this definition.

**"Marihuana-infused Product"** means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation.

**"Marihuana Safety Compliance Facility"** means a licensee that is a commercial entity that receives marihuana from a marihuana facility, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.

**"Marihuana Secure Transporter"** means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

**"Outdoor Grow"** means a fully enclosed outdoor area that is shielded from public view, is equipped with secure locks and other functioning security devices to prevent entry into the area by unauthorized persons.

**“Paraphernalia”** means any equipment, product, or material of any kind that is designed for or used in growing, cultivating, producing, manufacturing, compounding, converting, storing, processing, preparing, transporting, injecting, smoking ingesting, inhaling, or otherwise introducing into the human body, marihuana.

**“Permit”** means a current and valid permit for a Commercial Recreational Marihuana Facility issued under this ordinance, which shall be granted to a permit holder only for and limited to a specific permitted premise and a specific permitted property.

**“Permit Holder”** means the person that holds a current and valid permit under this ordinance.

**“Permitted Premises”** means a particular building or buildings within which the Permit Holder will be authorized to conduct the facility’s activities.

**“Permitted Property”** means the real property comprised of a lot, parcel or other designated unit of real property upon which a permitted premises facility is situated.

**“Person”** means an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust or other legal entity or any joint venture for a common purpose.

**“Plant”** means any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.

**“State Operating License”** or, unless the context requires a different meaning, **“license”** means a license that is issued under the *Michigan Regulation and Taxation of Marihuana Act*.

**“Temporary Marihuana Event License”** means a state license held by a marihuana event organizer for an event where the onsite sale or consumption of marihuana products, or both are authorized at the location indicated on the state license during the dates indicated on the state license.

**“Township”** means Charter Township of Oscoda, a general law township located in Iosco County Michigan.

## **SECTION 1.3 AUTHORIZATION OF FACILITIES AND FEES**

- A. The maximum number of each type of Commercial Recreational Marihuana Facility located in the Charter Township of Oscoda is set as follows at the time of adoption but will be reviewed annually or as determined to be advisable at the discretion of the Charter Township of Oscoda Board of Trustees. The review and its findings shall be recorded in the minutes of the relevant meeting of the Charter Township of Oscoda Board of Trustees.



<b>Type of Facility</b>	<b>Number Allowed</b>
Marihuana Grower Type A (Up to 100 plants)	Unlimited
Marihuana Grower Type B (Up to 500 plants)	Unlimited
Marihuana Grower Type C (Up to 2,000 plants)	Unlimited
Marihuana Secure Transporter	Unlimited
Marihuana Processor	Unlimited
Marihuana Safety Compliance Facility	Unlimited
Marihuana Provisioning Center	T
Marihuana Recreational Retailer	w o  T  w  o
Designated Consumption Establishments	Zero (0)

- B. A non-refundable local permitting fee shall be paid annually to the Charter Township of Oscoda, by each Commercial Recreational Marihuana Facility permitted under this ordinance, of no more than \$5,000 per permit. As set by resolution of the Charter Township of Oscoda Board of Trustees.

#### **SECTION 1.4 GENERAL REQUIREMENTS**

- A. No person shall operate a Commercial Recreational Marihuana Facility in the Charter Township of Oscoda without a valid Marihuana Facility Permit issued by the Charter Township of Oscoda and shall operate pursuant to the provisions of this ordinance.
- B. No person shall operate a Designated Consumption Establishment, be allowed to operate a Temporary Marihuana Event license and subsequently be appointed a

Marihuana event organizer which shall operate within the Township.

- C. The requirements set for in this ordinance shall be in addition to, and not in lieu of, any other licensing or permitting requirements imposed by the applicable federal, state or local laws, regulations, codes or ordinances.
- D. At the time of application for an Adult Use license, an applicant, to be eligible for this license, must have complied with applicable Township regulations and be issued a Marihuana Adult Use Establishment license by the State of Michigan.

- E. At the time of application, each applicant shall pay a non-refundable application fee to defray the costs incurred by the Township set by resolution of the Charter Township of Oscoda Board of Trustees, not to exceed any limitations imposed by Michigan Law.
- F. A new or renewal permit shall not confer any vested rights or reasonable expectation of subsequent renewal on the applicant or permit holder and shall remain valid for one year.
- G. Each year, any pending application for renewal of existing permits shall be reviewed and granted or denied before application for new permits are considered.
- H. It is the sole and exclusive responsibility of each current or prospective permit holder to at all times during its' operation or application period, immediately provide Oscoda Township with all material changes in any information previously provided that may materially affect any state or local permit.
- I. In the event there are filed more applications for recreational use permits than are allowed in the Township, the competing applicants shall be evaluated and scored in accordance with competitive criteria established by the Charter Township of Oscoda Board of Trustees and in accordance with the requirements of the *Michigan Regulation and Taxation of Marihuana Act*. The higher or highest scoring applicant(s) shall be awarded the available permits, provided that all other requirements of this Ordinance are satisfied.
- J. No permit issued under this ordinance may be assigned or transferred to any person, firm, organization or other entity unless:
  - 1. The proposed transferee's business does not expand or alter the scope or nature of the current permit holder's permitted business
  - 2. The transferred permit will not apply to any other premises than the originally permitted premises, and
  - 3. The proposed transferee has submitted an application, fees and all necessary and required supporting documentation required under this Ordinance, and has been granted special land use approval of such transfer pursuant to and in accordance with the requirements of this Ordinance and other applicable ordinances and state law as if such transferee were the applicant for the original permit being transferred.
- K. The original local permit issued under this ordinance shall be prominently displayed in the facility in a location where it can be readily viewed by the public, law enforcement or administrative officials at all times.
- L. Acceptance by the permit holder of a permit constitutes consent by the permit

holder and its owners, officers, managers, agents and employees for any state, federal or local law enforcement to conduct random, unannounced examination of their facility and all articles of property therein at any time to ensure compliance with this ordinance, the permit or local and state regulations.

- M. A permit holder may not engage in any other marihuana facility on the permitted property or premises without first obtaining a separate local permit.
- N. No permit shall be granted or renewed for a Commercial Recreational Marihuana Facility in a residence, building or area not specifically zoned for that purpose.
- O. Receiving and maintaining a valid Marihuana Facility License issued by the State of Michigan is a condition for the issuance and maintenance of a marihuana facility permit under this ordinance and continued operation of any marihuana facility.

### **SECTION 1.5 APPLICATION FOR PERMITS**

- A. An application for a permit to operate a Commercial Recreational Marihuana Facility must be on a form provided by Charter Township of Oscoda and shall be submitted to the Charter Township of Oscoda Planning and Zoning Director along with the following information:
  - 1. The name, address, phone number and email address of the applicants and the type of proposed Commercial Recreational Marihuana Facility.
  - 2. The names, home addresses and personal phone numbers for all owners, directors, officers and managers of the proposed Commercial Recreational Marihuana Facility.
  - 3. Seven (7) copies each of the following:
    - a. Documentation showing the applicant's valid tenancy, ownership or other legal interest in the property and premises proposed to be permitted. If the applicant is not the owner of the proposed permitted property and/or premises, a notarized statement from the owner of such property, authorizing its' use for a Commercial Recreational Marihuana Facility.
    - b. If the applicant is a corporation, non-profit organization, limited liability company or any other entity other than a natural person, indicate its legal status and attach a copy of all company formation documents (including amendments), proof of registration with the State of Michigan and a certificate of good standing.
    - c. A photocopy of a valid, unexpired drivers license or state issued identification card for all owners, directors, officers and managers of the proposed facility.
    - d. Evidence of a valid sales tax license for the business if such a license is required by state law or local regulations.

- e. Application for a sign permit, if a sign is being proposed.

- f. The non-refundable application fee as set by the Charter Township of Oscoda Board of Trustees.
- g. Business and Operations Plan, showing in detail the Commercial Recreational Marihuana Facilities proposed plan of operation, including without limitation, the following:
  - i. A description of the type of facility proposed and the anticipated or actual number of employees.
  - ii. A security plan meeting the requirements of section 1.10 of this ordinance, which shall include a general description of the security system(s), current centrally alarmed and monitored security system service agreement for the proposed permitted premises, and confirmation that those systems will meet Michigan requirements and be approved by the Department prior to commencing operations.
  - iii. A description by category of all products to be sold.
  - iv. A list of Material Safety Data Sheets, as required by Occupational Safety and Health Administration, which shall include all nutrients, pesticides, and other chemicals proposed for use in the proposed facility.
  - v. A description and plan of all equipment and methods that will be employed to stop any impact to adjacent uses, including enforceable assurances that no odor will be detectable from outside of the permitted premises.
  - vi. A plan for the disposal of marihuana and related byproducts that will be used at the proposed facility.
- h. A statement as to whether any applicant has ever applied for or has been granted any Commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction or nonrenewal, including the licensing authority, the date each action was taken and the reason for each action.
- i. Signed and sealed (by Michigan registered architect, surveyor or professional engineer) site plan and interior floor plan of the permitted premises and the permitted property.

- j. Information regarding any other Commercial Recreational Marihuana Facility that the applicant is currently authorized to operate in any other jurisdiction within Michigan, another state or country and the applicant's involvement in each facility.
  - k. Application for Special Use Permit to be issued by the Charter Township of Oscoda Planning Commission.
  - l. Application for site plan review to be issued by the Charter Township of Oscoda Planning Commission.
  - m. Any other reasonable information required under Chapters 8 and/or 9 of this Ordinance and/or requested by the Charter Township of Oscoda that is considered to be relevant to the processing or consideration of the application.
  - n. Information obtained from the applicant or proposed permit holder is exempt from public disclosure under The Freedom of Information Act and state law, except as such disclosure may be necessary for purposes of and/or divulged by the applicant during the course of the public hearing held on the application.
- B. Upon receipt of the application and accompanying documentation, the Charter Township of Oscoda Planning and Zoning Director shall accept the application and assign it a sequential application number by facility type based on the date and time of acceptance. The Planning and Zoning Director shall act to process an application not later than fourteen (14) business days from the date the application was accepted. If the application is deemed complete, the Planning and Zoning Director shall forward all information to the Planning Commission and establish a date for public hearing and Planning Commission review.
- C. An application is valid for 90 days from the processing date issued by the Charter Township of Oscoda Planning and Zoning Director. If an application remains incomplete beyond 90 days, the application shall be null, and void and the applicant shall forfeit the application fee. The Planning and Zoning Director may, at his or her discretion, extend this period an additional 90 days.
- D. Preliminary approval means only that the applicant has submitted a valid application for a Commercial Recreational Marihuana Facility Permit, and the applicant shall not locate or operate a facility without obtaining all other permits and approvals required by all other applicable ordinances and regulations of the Township, County and State of Michigan. The permits and approvals required include but are not limited to:
  - 1. Special Use Permit as issued by the Charter Township of Oscoda Planning Commission per Chapter 9 of the Charter Township of Oscoda Zoning Ordinance.



2. Site plan approval from the Charter Township of Oscoda Planning Commission per

Chapter 10 of the Charter Township of Oscoda Zoning Ordinance.

- E. Upon preliminary approval by the Charter Township of Oscoda Planning Commission, the initial annual permitting fee shall be paid to the Charter Township of Oscoda Treasurer, via the Planning and Zoning Director, prior to the issuance of a Commercial Recreational Marihuana Facility Permit. If the fee has not been received within 60 days from the date of the Planning Commissions preliminary approval, the applicant will have forfeited its application, the application shall become null and void, and the permit shall be available to another applicant.
- F. Within 10 business days of the Charter Township of Oscoda Board of Trustees approval of the Special Use Permit and Commercial Recreational or other Marihuana Facility Permit and payment of the first annual non-refundable local permitting fee, the Charter Township of Oscoda Planning and Zoning Director shall issue the Commercial Recreational or other Marihuana Facility Permit in the order of the previously assigned sequential application number.

## **SECTION 1.6 PERMIT RENEWAL**

- A. A Commercial Recreational Marihuana facility permit shall be valid for one year, expiring on the facility's final permit approval date, unless revoked as provided by law. Failure to obtain all other permits and approvals required by all other applicable ordinances and regulation of the township, county and State of Michigan within that time shall render the facility ineligible for renewal and the permit shall be available to another applicant.
- B. A valid Commercial Recreational Marihuana Facility Permit may be renewed on an annual basis, following review by the Charter Township of Oscoda Board of Trustees upon recommendation of the Planning and Zoning Director that all terms and conditions of the Ordinance and permits remain satisfied, by submitting a renewal application form provided by Charter Township of Oscoda and payment of the annual local permit fee. Renewal applications must be filed at least 60 days prior to the expiration of the facility's permit or 90 days prior for changes of location. Charter Township of Oscoda will not accept any renewal application, and permit forfeiture will result, unless such renewal application is submitted within the timeframe(s) provided herein.

## **SECTION 1.7 OPERATIONAL REQUIREMENTS**

A Commercial Recreational Marihuana Facility permitted under this ordinance and operating in Charter Township of Oscoda shall at all times comply with the following operational requirements, which the Charter Township of Oscoda Board of Trustees may review and amend from time to time as it deems reasonable.

- A. **Scope of Operation.** Commercial Recreational Marihuana Facilities shall comply with all respective applicable codes of the local zoning, building and health departments. The facility must hold a valid local permit and State Commercial

Recreational Marihuana Facility license for the type of facility intended to be carried out on the permitted property. The facility owner, operator or licensee must have documentation available that local and state sales tax requirements, including holding any licenses, if applicable, are satisfied.

- B. **Location.** Each Commercial Recreational Marihuana Facility shall be operated only from the permitted premises on the permitted property. No Commercial Recreational Marihuana Facility shall be permitted to operate from a moveable, mobile or transitory location, except for a permitted and licensed secure transporter when engaged in the lawful transport of Marihuana.
- C. No person under the age of twenty-one (21) shall be allowed to enter into a Commercial Recreational Marihuana Facility.
- D. **Security.** Permit holders shall at all times maintain a security system that meets State Law requirements, and shall also include the following:
1. Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the facility;
  2. Robbery and burglary alarm systems which are professionally monitored and operated 24 hours a day, 7 days a week.
  3. A locking safe permanently affixed to the permitted premises that shall store all usable marihuana and cash remaining in the facility overnight;
  4. All marihuana in whatever form stored at the facility shall be kept in a secure manner and shall not be visible from outside the facility, nor shall it be grown, processed, exchanged, transferred, displayed or dispensed outside the facility.
  5. All security recording and documentation shall be preserved for at least 72 hours by the permit holder and made available to any law enforcement upon request for inspection.
- E. **Sale of Marihuana.** Marihuana and marihuana products offered for sale and distribution must be packaged and labeled in accordance with the laws of the State of Michigan.
- F. **Sign Restrictions.** Signs for Commercial Marihuana Facilities must conform to chapter 3 of the Charter Township of Oscoda Zoning Ordinance and the laws of the State of Michigan.
- G. **Use of Marihuana.** The sale, consumption or use of alcohol and tobacco products on the permitted property is prohibited. Smoking or consumption of controlled substances, including Marihuana, on the permitted property is prohibited.
- H. **Outdoor growing.** Growth and cultivation of marihuana outdoors is permitted in the Industrial District and Agricultural District provided the visibility, minimum lot size and setback requirement are met as provided in Special Land Use Standards of the Charter Township of Oscoda Zoning Ordinance.

- I. **Indoor Activities.** All activities of Commercial Marihuana Facilities, including without limitation, distribution, growth, cultivation, processing or the sale or preparation and loading for transfer of marihuana, and all other related activity permitted under the facilities license or permit must occur indoors. The facilities operation and design shall minimize any impact to adjacent uses, including the control of odor by maintaining and operation an air filtration system so that no odor is detectable outside the permitted facility. Secure Transporters and permitted Outdoor Growers are exempt from the air filtration requirement. Indoor growing operations are permitted only in the Industrial District and Agricultural District.
- J. **Unpermitted Growing.** Only the entity named in a permit may grow at a Commercial Marihuana grow facility.

**Additional Conditions.** The Charter Township of Oscoda Board of Trustees may impose such reasonable terms and conditions on a Commercial Recreational Marihuana Facility special use as may be necessary to protect the public health, safety and welfare, and to obtain compliance with the requirements of this ordinance and applicable law.

## **SECTION 1.8 APPLICABILITY**

The provisions of this ordinance shall be applicable to all persons and facilities described herein, whether the operations or activities associated with a Commercial Recreational or other Marihuana Facility were established without authorization before the effective date of this ordinance.

## **SECTION 1.9 PENALTIES AND ENFORCEMENT**

- A. Any person who violates any of the provisions of this ordinance shall be responsible for a municipal civil infraction and subject to fines/penalties, costs, restitution and other relief in accordance with the Township's Civil Infraction Ordinance, as amended from time to time, and State law. Each day a violation of this ordinance continues to exist constitutes a separate violation. A violator of this ordinance shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan Law.
- B. A violation of this ordinance is deemed to be a nuisance *per se*. In addition to any other remedy available at law, Charter Township of Oscoda may bring an action for an injunction to other process against a person to restrain, prevent and/or abate any violation of this ordinance. Further, any Township inhabitant suffering special harm arising from any such violation shall similarly have a cause of action for such nuisance *per se*.
- C. This ordinance shall be enforced and administered by the Township Planning and Zoning Director or such other Charter of Oscoda Township official as may be designated from time to time by the Township Supervisor as its statutory legal representative.

### **SECTION 1.10 SEVERABILITY**

In the event any one or more section, provisions, phases or words of this ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this ordinance.

### **SECTION 1.11 CONSTRUCTION**

In the event any other term(s) or provision(s) of the Township Zoning Ordinance is/are inconsistent with or contrary to the terms or provisions of this amendatory *Commercial Marihuana Facilities Ordinance* , the terms and provisions of this Ordinance shall control.

### **SECTION 1.12 EFFECTIVE DATE**

This Ordinance shall become effective thirty (30) days after its publication as required by applicable law.

### **CERTIFICATION**

The foregoing is a true copy of Ordinance No. \_\_\_\_\_ which was enacted by the Board of Trustees of the Charter Township of Oscoda, Iosco County, at a regular/special meeting held on the day of \_\_\_\_\_, 2021. A copy or Notice of same was published in the Iosco County News Herald/Oscoda Press on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joshua Sutton, Clerk





## Tammy Kline

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**From:** Mark David  
**Sent:** Thursday, July 8, 2021 8:23 AM  
**To:** Tammy Kline  
**Subject:** Wrecker Policy

Tammy,

I made contact with Jeremy Spencer about his concerns on the tow policy. I fixed the typo under section 12 that he found. He was also concerned about wrecker companies being individually owned. I advised that we had a limited number of wreckers available in the area. He stated that if I was totally against this, then he would take my recommendation and drop the issue. I advised him that I would monitor this and if I see it becoming a problem, that I would address it at time. He stated he would take my advice on that but then added that he felt that tow companies should take credit cards. I advised him that the policy stated that credit cards were an optional form of payment and that I didn't know how we could tell a business that they have to accept credit cards. His response was:

We don't have the ability to tell them one way or the other. We can't force them not to use magnet signs on their vehicles either. But we do have the ability to refuse to allow them on the list if they fail to follow our policy. An overwhelming number of people only carry credit cards in these crazy times. It needs to be a requirement to be put on the list of tow companies. We would be able to enforce that for gas stations as well. Either they take credit cards or the township doesn't buy gas there.

If the Township feels it is necessary to make credit cards mandatory then I will change the policy however I am not in favor of this change.

To that end, how are officers to report failure to adhere to policy by the tow companies? And who is going to check them to ensure proper attire and vehicle markings etc?

As far as the magnetic signs, the Federal Commercial Motor Vehicle Act states that the business name has to be permanently affixed to the vehicle. Officers will report failure to comply with the policy to me.

Chief

**OSCODA TOWNSHIP POLICE  
DEPARTMENT  
Towing/Wrecker Policy**

This order establishes policy and outlines operational procedures for the use of towing and wrecker services within Oscoda/AuSable Township. Included are operational guidelines to provide for the efficient and equitable delivery of qualified, professional, and courteous towing services to protect the safety of the public, property, environment, and scene responders. The Oscoda Township Police Department (OTPD) is committed to equal opportunity and non-discrimination for all persons and businesses regardless of race, color, sex, national origin, age, handicap, sexual orientation, or other classes and/or group of citizens protected by applicable laws, rules and/or regulations. OTPD personnel are prohibited from recommending, suggesting, proposing, advocating, offering, and/or advising any wrecker service over another to public safety personnel or the public.

**GENERAL REQUIREMENTS FOR ALL SERVICES:**

The following provisions are required by OTPD for wrecker services requesting placement on the approved wrecker list. Wrecker services, hereafter service providers, interested in working with the OTPD shall agree to abide by the following requirements for the duration of their association with OTPD. Failure to comply with any of these requirements may be cause for removal from the wrecker call list.

1. The service provider must maintain current Michigan Public Service Commission (MPSC) approval, including all necessary permits, licenses, registrations, insurance, and/or State certifications.
2. The service provider must maintain current compliance with all required State, Local, and Federal requirements and laws for towing services.
3. The service provider must provide 24 hours per day, 7 days a week coverage, having at least one approved tow vehicle available to respond to requests.
4. The service provider must be physically located within the area to be served. Post Office boxes, temporary locations, and "roving" agencies will not be approved. All standard equipment (trucks, trailers, dollies, ramps, etc.) will be located within the area to be served.
5. The service provider must provide a safe, secure, protected storage area for property requiring such.
6. Response times to request for service must be timely, reasonable, and acceptable, and MUST BE provided for each response.
7. The service provider shall abide by all laws when responding to a scene and/or towing vehicles, including equipment and traffic laws.
8. All employees of the service provider must exhibit professional, courteous, safe, proficient, trained, and adequate service to the public and scene responders at all times.
9. The service provider shall verify that employees and equipment to be utilized to respond are properly trained, qualified, certified, and licensed where required, according to PA 181 of 1963 and PA 300 of 1949, as amended. The service provider shall provide the OTPD with a current list of its drivers. This list shall provide the full name, correct address, date of birth, and driver license of each driver.

10. The service provider may not assert a lien for storage or service against the personal property found in the vehicle. A lien may be assessed only against the vehicle itself. The service provider, with approval from the Oscoda Township Police Department, will release personal property in the vehicle. Personal property is defined as anything not attached to the vehicle either bolted in or directly wired into the vehicle. License plates are considered personal property.
11. The service provider shall remove all glass, debris, and other materials from the scenes as required by law.
12. The service provider must answer all telephone calls for service requests within seven (7) rings or relinquish its claim to the tow. Voicemail, answering machines, and the like will not be utilized. The provider will provide OTPD with ONE PRIMARY CONTACT NUMBER for service calls.
13. The service provider must comply with all applicable provisions of law as they apply to abandoned vehicles.
14. OTPD will not be held responsible for any liabilities incurred while the service provider is in route, at, or clearing a request for service. The provider will not act as nor will represent itself as an agent of OTPD while performing services.
15. The service provider must provide current proof of liability insurance for the minimum amount of one million dollars (\$1,000,000.)
16. The service provider will clearly mark the sides of its service vehicles with the company name and telephone number(s). NO MAGNETIC SIGN ON TOW VEHICLES.
17. The service provider must complete and submit the approved OTPD application and all required paperwork by January 1<sup>st</sup> of every year. Any new wrecker service requesting to be placed on the rotation list will not be allowed until all required paperwork has been completed and forwarded to OTPD.
18. The service provider shall provide a copy of its rates detailing all basic and special services to OTPD annually.

## **SCENE RESPONSE:**

A service provider will not remove a damaged vehicle from a crash scene without approval from a law enforcement agency.

Upon request from a public safety agency, a service provider may move a vehicle without law enforcement approval under the following circumstance(s):

1. As needed to treat, rescue, remove, or disentangle a patient.
2. As needed to stabilize or protect a patient or scene.
3. As needed to ensure a safe, efficient, or protected means of traffic flow.
4. As needed to ensure safe and reliable public safety operations.
5. All of the above situations should be considered, with the exception of a possible criminal situation or where the suspect or victim may have been fatally injured, and then the scene shall be left intact for investigative purposes.

Service provider employees will ensure that approved required ANSI level II apparel is worn at all times when outside of their vehicle.

Service providers must follow all applicable laws, rules, and orders when responding to a request for service and/or at the scene of a traffic accident or disablement.

### **REQUESTS FOR WRECKER SERVICES:**

1. OTPD shall not recommend one wrecker service over another to the public.
2. Motorists in need of wrecker services may be asked if they have a preferred service. Their request shall be honored so long as the wrecker service is readily available and public safety is not an immediate concern.
3. Motorists shall also be asked if their insurance company or vehicle's manufacturer offers roadside assistance. If so, they may be given an opportunity to call their service-provider for a wrecker, as long as public safety is not an immediate concern.
4. Individual Officers have the discretion to request specific wrecker service in accordance with department policy.

### **AREAS:**

OSCODA AREA  
WEST SIDE AREA  
OWNER'S REQUEST  
REPOSSESSIONS  
OUT OF COUNTY (special request/equipment if not available in county)

### **AVAILABLE WRECKER SERVICES:**

Randy's Towing  
Andy's Towing  
Iosco Towing  
Gary Oil (By citizen request only per Crazy)  
Jeff Short (for west side of township service)  
A+ Towing (for west side of township service)

Note: This list is not all inclusive, services may change as needed.

### **OUT OF SERVICE:**

If a service provider is unable to provide 24 hours a day, 7 days a week coverage for a period of time, the provider must contact OTPD and notify them of the service interruption along with an estimated return to service time. This would include out-of-area calls, vacations, mechanical problems, service requirements, sick time, and any imposed revocations and the like.

## **CHARGES:**

The service provider will bill/be paid by the owner/operator of the vehicle.

Reasonable rates, based on local industry standards, shall be used for all services provided.

Service provider may accept the following methods of payment, subject to proper identification and verification of available credit funds through appropriate agencies:

1. U.S. currency
2. Credit Card (Optional)

Service provider shall provide notice of the options for payment to vehicle owners when requested.

The service provider shall be responsible for providing documents to substantiate and justify any charges concerning any tow charge or storage charges.

If a call is cancelled prior to the service provider providing ANY actual service, neither OTPD nor the vehicle owner/operator shall be obligated to compensate the service provider for any charges.

A service provider shall be solely responsible for any damage, theft, and/or misuse of vehicles or property stored on the service provider's property.

## **REMOVAL FROM APPROVED LIST:**

Upon request from the Oscoda Township Police Department, and the Oscoda Township Fire Department, service providers may be removed from the approved list for any of the following reasons. The list is not to be considered all-inclusive.

1. Poor conduct
2. Improper and/or no license, permit, insurance, and/or certification(s)
3. Under the influence of drugs and/or alcohol
4. Careless/Reckless/Dangerous operations(s)
5. Slow response time(s)
6. Poor equipment condition
7. Repetitive unavailability
8. Inability to contact
9. Failure to submit required documentation
10. Improper attire/lack of safety equipment
11. Repetitive customer complaints
12. Stealing, jumping, or taking unsolicited calls
13. Excessive fees charges
14. Any other complaints found to be valid by OTPD.

If the OTPD receives a written complaint from an owner/operator of a vehicle or their insurance company, or a law enforcement officer concerning a service provider alleging non-compliance with the

terms and conditions as stated in the policy, the OTPD shall notify the service provider in writing of the complaint and, if requested by the complainant or the service provider, schedule a meeting with the OTPD to resolve the complaint. Resolution of any complaint may result in an approved service provider being removed from the approved list. The OTPD reserves the right to immediately remove an approved service provider from the approved list if the OTPD, in its sole opinion, determines that the complaint infringes upon the safety of the public.

Any decision of the OTPD may be appealed to the 23<sup>rd</sup> Judicial Circuit Court for the County of Iosco in Tawas City, Michigan.

APPROVED:        Oscoda Township Board

DATE:

## **Wrecker Policy For ICCD Dispatchers**

Iosco County Central Dispatch (ICCD) Wrecker Policy no longer maintains a formal county wide wrecker rotation.

### **1. Wrecker Requests from Public Safety Personnel**

- 1.1. Public safety personnel will specify by name which wrecker service they are requesting.
  - 1.1.1. ICCD will contact the specific wrecker service and dispatch them to the scene.
  - 1.1.2. ICCD will CAD who requested the wrecker, what wrecker service provider they requested, and what time the wrecker arrived on scene.
- 1.2. ICCD personnel are not to accept requests for non-specific services such as “closest,” “quickest,” “best,” etc.
- 1.3. Complaints regarding the wrecker service will be directed to the public safety agency.

### **2. Wrecker Requests from the Public**

- 2.1. If a citizen calls to request a specific wrecker service –
  - 2.1.1. Give them the phone number for the wrecker service they requested and ask them to make the call themselves.
  - 2.1.2. If they cannot make the call (911 only phone), call the wrecker service for them.
  - 2.1.3. If the caller is not aware of local wrecker services and requests assistance, ICCD will offer the name and phone number of at least two wrecker services that provide service at the caller’s location.
  - 2.1.4. CAD all appropriate information.

### **3. Wrecker Recommendations**

- 3.1. **ICCD personnel are not permitted to recommend wrecker service provider(s).**

# MEMORANDUM

TO: TAMMY KLINE, INTERIM SUPERINTENDENT  
FROM: NANCY SCHWICKERT, ASSESSOR  
DATE: JULY 7, 2021  
RE: GIS MAINTENANCE

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When this GIS project originally began in 2017, Iosco County had an inhouse full time Equalization Director on staff. The concept was that the Equalization Department would host and maintain the data. Since then, the County Commissioners have contracted out the Equalization Directors position, which in turn has resulted in the need to hire an outside firm to manage the GIS system.

Attached please find a copy of a memo from the Sarah Payton, Iosco County Equalization Dept., concerning hosting the GIS data online and maintenance.

The proposal includes a \$4,500.00 annual fee to host the data online free of charge to the public. The cost sharing suggested would be the same method used to acquire the original mapping system, the county pays 50% and remaining cost shared by the local governmental units based on the parcel count.

This proposal also addresses the maintenance issue of updating the system to reflect property splits and combinations, the charge being \$5.00 per parcel. The original mapping was based on the 2018 legal descriptions. All combinations and splits which have been made for the 2019, 2020 and 2021 assessment rolls need to be corrected, I estimate there are 61 between the three years. In preparation for the 2022 assessment roll, I currently have 24 splits and combinations which have been submitted.

It has been suggested to pass this cost on to the taxpayer by charging a fee for the split or combination, which does seem appropriate. Oscoda currently has a charge for the Land Division Application, however there is no charge for combinations, lot splits or lot line adjustments. If the Township chooses to begin applying a fee for these requests, will it be only the cost for map maintenance or a larger fee to off-set other labor expenses for processing the request?



# MEMORANDUM

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DATE: May 26, 2021

TO: Township and City Officials

FROM: Sarah Payton, MAAO  
Preston Community Services, LLC  
Iosco County Equalization

RE: Iosco County Geographic Information System (GIS)

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Iosco County has obtained a proposal from Amalgam LLC to host the GIS data online and complete annual parcel maintenance (split/combo parcels, miscellaneous corrections, etc). The County would appreciate feedback from all local units concerning cost sharing to implement the proposal.

The cost of FetchGIS to present the data online is \$4,500 annually with no cost to the general public to access. Please visit [www.fetchgis.com](http://www.fetchgis.com) and visit communities that already use FetchGIS. As done prior with the GIS parcel line project, it is being proposed that the County would cover half of this cost and the remainder would come from the local units based on the number of parcels. The approximate annual cost listed below:

	% OF REAL PARCELS	PORTION PAID BY EACH
COUNTY		\$2,250.00
ALABASTER	2.5%	\$56.25
AUSABLE	8.7%	\$195.75
BALDWIN	7.7%	\$173.25
BURLEIGH	2.4%	\$54.00
GRANT	8.1%	\$182.25
OSCODA	27.1%	\$609.75
PLAINFIELD	20.0%	\$450.00
RENO	2.4%	\$54.00
SHERMAN	2.1%	\$47.25
TAWAS	4.2%	\$94.50
WILBER	3.4%	\$76.50
EAST TAWAS	6.2%	\$139.50
TAWAS CITY	4.3%	\$96.75
WHITTEMORE	0.9%	\$20.25
<b>ANNUAL LICENSE FEE TOTAL</b>		<b>\$4,500.00</b>

The annual parcel maintenance cost to maintain the parcel data layer is \$5/parcel and would be covered by the local units. Note that this maintenance cost includes any parcels that were created by division, combination or property line adjustment during the construction of the parcel layer during the previous GIS project but were not added to the parcel data layer. We are recommending that the cost of parcel maintenance could be passed on to the taxpayer at the time of split/combo application as part of the local units land division fees.

We are hoping to have the Iosco Board of Commissioners approve this in June and send out an Interlocal Agreement to local units at that time as well. If you can provide us any constructive feedback before presenting to the Board of Commissioners, it would be much appreciated.

Please provide comments, concerns, and questions by June 1, 2021 to [spayton@ioscocoounty.org](mailto:spayton@ioscocoounty.org).

CHARTER TOWNSHIP OF OSCODA						
WATER LOSS 2021						
	BOUGHT	SOLD	LOSS(GAL)	LOSS(%)	ACCOUNTED FOR LOSS	COMMENTS
JANUARY	15882303	10360170	5522133	35%	125,816	DPW Bacti Samples 6,336 gal., Fire Dept. CLR, Gaston 2,000 gal., 4365 F-41 corp 64,680 gal., 4365 F-41 flushing 52,800 gal.
FEBRUARY	15662517	9854990	5807527	37%	54023	DPW Bacti Samples 2,640 gal., Mission & 8th root cutter 12,000 gal., Service line leak at 5797 US 23 39,383 gal.
MARCH	17188453	7566040	9622413	56%	2640	DPW Bacti Samples 2,640 gal.
APRIL	16026321	9096800	6929521	43%	13,200	DPW Bacti Samples 7920 gal., USAF Mobility Guardian Bacti 5280 gal.
MAY	16807105	10155560	6651545	40%	34,320	DPW Bacti Samples 5280 gal., Flush E River Rd 13,200 gal., ROWE Flow Test 15840 gal.
JUNE	24969730	16126180	8843550	35%	85,536	DPW Bacti Samples 6600 gal., Flushing 74976 gal., Airport Bacti Samples 3960 gal.



# OSCODA TOWNSHIP FIRE DEPARTMENT

*Proudly serving Oscoda, AuSable and Wilber Townships.*

## Monthly Activity Report-June 2021

Oscoda:	8	62%	AuSable:	3	23%	Wilber:	0	0%
Other:	2	15%	Canceled:	3	23%	Total Calls:	13	
2021 Average Responses Per Month:				8	June 2021 Total Responses: 10			

Utility:	1	8%	Alarms:	3	23%	Vehicle Fire:	2	15%
Structure:	0	0%	Water Rescue:	1	8%	Assist:	0	0%
Outside:	4	31%	Vehicle Crash:	0	0%	Mutual Aid:	2	15%

Monday-	3	23%	0000-0400-	0	0%
Tuesday-	3	23%	0400-0800-	1	8%
Wednesday-	4	31%	0800-1200-	2	15%
Thursday-	0	0%	1200-1600-	2	15%
Friday-	2	15%	1600-2000-	6	46%
Saturday-	1	8%	2000-0000-	2	15%
Sunday-	0	0%	Event Stand-By's-	0	0

January-	9	13%	Average Personnel Per Call-	12
February-	7	10%		
March-	12	18%	Average Calls Per Month-	11
April-	13	19%		
May-	13	19%	Average Response Time-	6 Minutes
June-	13	19%		
July-	0	0%	Total Call Time-	104 Hours
August-	0	0%		
September-	0	0%	Average Call Time-	32 Minutes
October-	0	0%		
November-	0	0%	Mutual Aid Received:	3
December-	0	0%		

YTD 2021-	67	100%	YTD 2020:	55	+12 Change
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Submitted to

*Huron Shore Regional Utility  
Authority*



Operating Report for

June 2021



2960 Lucerne Dr., SE Grand Rapids, MI 49546



July 1, 2021

Huron Shore Regional Utility Authority  
247 S. Baldwin Resort Road  
East Tawas, MI 48730

**SUBJECT: HSRUA Monthly Operation and Maintenance Report for June 2021**

Dear Authority Board Members:

Attached please find the Monthly Operation Report for the Huron Shore Water Treatment Facility and the associated distribution system. This report is intended to provide a brief explanation of the activities related to the operation and maintenance of the facility and distribution system. All information and data used to compile this report is available for your review upon request.

The Monthly Operating Report (MOR) submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) included within this report is for the previous months (May 2021), as this document is not always completed at the time of the Authority board meetings. As always, if you have any questions regarding the contents of this report or activities within our operation, please contact us at your convenience.

Sincerely,

**F&V Operations and Resource Management, Inc.**

A handwritten signature in blue ink that reads "Catherine A. Winn".

Catherine A. Winn  
Regional Manager | Associate

# **HSRUA Monthly Operations Report**

## **June 2021**

### **WATER TREATMENT PLANT O&M**

June 9 – Kerr Pump removed two (2) low service pumps for inspection and reconditioning.

June 9 – Representatives of Kawkawlin Roofing and Firestone were on-site to perform the warranty inspection on the new roof.

### **DISTRIBUTION SYSTEM**

Oscoda Township performed routine water main flushing throughout June.

June 2 – John E. Green replaced the 12-inch flow meter on Baldwin Resort Road across from the water treatment plant (“the T”).

June 17 – Cooper Standard performed a fire suppression flow test.

June 17 – FVOP staff performed a confined space entry to close the last air relief valve along US-23 in order to correct a deficiency identified in the EGLE Sanitary Survey.

### **SAFETY, HEALTH AND ENVIRONMENTAL**

The June MOR will be submitted to EGLE on or before July 10<sup>th</sup>. The water treatment plant was in compliance throughout the month of June 2021.

No accidents or Workmen’s Compensation issues occurred at the water treatment plant or within the Authority’s regional water distribution system during the month of June 2021.

### **MAINTENANCE EXPENDITURES DETAIL**

Maintenance allowance expenditures for the contract year ending April 2022 total \$23,731.38 through June 2021.

# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE ALLOWANCE SPENDING 2021 - 2022

Contract Year 2021-2022: \$	162,000.00
Remaining Fund from 2020-2021: \$	-
Beginning Total: \$	162,000.00
Total Spent: \$	<b>23,731.38</b>
Remaining Fund: \$	<b>138,268.62</b>



# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE 2021 - 2022

Contract Year 2020-2021:	\$	30,000.00
Remaining Fund from 2019-2020	\$	-
Beginning Total:	\$	30,000.00
Total Spent:	\$	<b>2,667.95</b>
Remaining Fund:	\$	<b>27,332.05</b>

### April 2021

VWR	Replacement pH probe	\$	536.01
Tawas Hardware	Replacement drain tubing for online turbidimeters	\$	16.10
Hach Company	Replacement turbidimeter lamp	\$	221.77
Home Depot	Garage door sealing strip	\$	44.49
USA Bluebook	Gate valve box aligners	\$	44.66
Otis Elevator	Quarterly service contract (4/1/21 - 6/30/21)	\$	354.33
Avaya	Multi-line phone system maintenance contract	\$	44.44
		<b>Total April</b>	<b>\$ 1,261.80</b>

### May 2021

Avaya	Multi-line phone system maintenance contract	\$	44.44
Amazon.com	Seal kit for pallet jack	\$	41.33
Quality Assurance Services	Annual calibration lab balances and chemical scales	\$	528.00
Colvin's Heating & Cooling	Semi-annual maintenance rooftop HVAC systems	\$	382.00
		<b>Total May</b>	<b>\$ 995.77</b>

### June 2021

Avaya	Multi-line phone system maintenance contract	\$	44.44
Otis Elevator	Quarterly service contract (7/1/21 - 9/30/21)	\$	365.94
		<b>Total June</b>	<b>\$ 410.38</b>

# HURON SHORES REGIONAL UTILITY AUTHORITY

## UTILITIES 2021 - 2022

Contract Year 2021-2022 \$132,000.00  
 Remaining Fund from 2020-2021: \$0  
 Beginning Total: \$132,000.00  
 Total Spent: **\$21,063.43**  
 Remaining Fund: **\$110,936.57**

		April 2021	May 2021
<b>Spectrum Business</b>	Internet service 247 Baldwin Resort Road	\$ 84.99	\$ 84.99
<b>Corecomm</b>	Corecomm email service HSRUA	\$ 143.70	\$ 424.95
<b>Granite Communication</b>	Land line 247 Baldwin Resort Road	\$ 230.12	\$ 230.12
<b>Baldwin Township</b>	Sewer 247 Baldwin Resort Road	\$ 1,374.03	\$ 1,179.40
<b>Consumers Energy</b>	HSRUA water plant	\$ 4,920.36	\$ 4,987.39
<b>Consumers Energy</b>	Booster station	\$ 1,757.87	\$ 2,015.21
<b>Consumers Energy</b>	Lincoln Street	\$ 152.77	\$ 229.58
<b>Consumers Energy</b>	Tawas water tower	\$ 47.47	\$ 42.70
<b>Consumers Energy</b>	Baldwin water tower	\$ 162.01	\$ 80.11
<b>Consumers Energy</b>	Industrial (AuSable) water tower	\$ 72.74	\$ 40.76
<b>Consumers Energy</b>	Lakewood Shore water tower	\$ 446.53	\$ 421.26
<b>Consumers Energy</b>	South WAFB tower	\$ 30.16	\$ 29.88
<b>Consumers Energy</b>	North WAFB tower	\$ 52.06	\$ 43.14
<b>Consumers Energy</b>	Meter pit Cedar Street	\$ (29.71)	\$ 29.13
<b>Consumers Energy</b>	Meter pit Bay Street	\$ 29.13	\$ 29.13
<b>Consumers Energy</b>	Meter pit F-41	\$ 29.28	\$ 29.13
<b>Consumers Energy</b>	Meter pit Bissonette	\$ 29.13	\$ 29.13
<b>Consumers Energy</b>	Meter pit Division	\$ 34.89	\$ 32.99
<b>Consumers Energy</b>	Meter pit Lake Street	\$ 29.28	\$ 29.42
<b>Consumers Energy</b>	Meter pit Baldwin loop	\$ 49.48	\$ 48.36
<b>Consumers Energy</b>	Meter pit Tawas Beach Rd.	\$ 31.94	\$ 32.12
<b>Consumers Energy</b>	Meter pit E. Tawas Beach Rd.	\$ 29.13	\$ 29.13
<b>Consumers Energy</b>	Meter pit Cemetery Rd.	\$ 36.08	\$ 37.93
<b>Consumers Energy</b>	Meter pit W. River Rd.	\$ 29.13	\$ 29.13
<b>DTE Energy</b>	HSRUA water plant	\$ 471.41	\$ 202.38
<b>DTE Energy</b>	Booster station	\$ 117.98	\$ 86.02
<b>DTE Energy</b>	Lincoln Street	\$ 86.02	\$ 54.83
<b>DTE Energy</b>	Lakewood Shore water tower	\$ 62.24	\$ 44.89
		<b>\$ 10,510.22</b>	<b>\$ 10,553.21</b>



# Huron Shore Regional Utility Authority

Phone (989) 362-0050 Fax (989) 362-0222  
247 Baldwin Resort Road, East Tawas, Michigan 48730



**MAY 2021**

## WURTSMITH AIR FORCE BASE

WAFB FRONT GATE			WAFB BACK GATE		
READ DATE	IN	OUT	READ DATE	IN	OUT
5/28/2021	22905	998434	5/28/2021	61013	90
4/30/2021	21221	998385	4/30/2021	57678	81
<b>TOTAL</b>	<b>1,684,000</b>	<b>49,000</b>	<b>TOTAL</b>	<b>3,335,000</b>	<b>9,000</b>

F-41 ALERT FACILITY		
READ DATE	IN	OUT
5/28/2021	3	82578648
4/30/2021	102058209	82578648
<b>TOTAL</b>	<b>99</b>	<b>0</b>

TOTAL ON WAFB: 5,019,099  
TOTAL OFF WAFB: 58,000  
TOTAL WAFB USAGE: 4,961,099

## CHARTER TOWNSHIP OF OSCODA

NEW LAKE AND DIVISION			OLD LAKE AND DIVISION		
			<i>INACTIVE</i>		
READ DATE	IN	OUT	READ DATE	IN	OUT
5/28/2021	26908	2	5/28/2021	128668	7903
4/30/2021	25182	2	4/30/2021	128668	7903
<b>TOTAL</b>	<b>17,260,000</b>	<b>0</b>	<b>TOTAL</b>	<b>0</b>	<b>0</b>

RIVER ROAD				
<i>INACTIVE</i>				
READ DATE	IN	OUT		
5/28/2021	15245	20002		
4/30/2021	15245	20002		
<b>TOTAL</b>	<b>0</b>	<b>0</b>		
			TOTAL TO OSCODA:	17,260,000
			TOTAL BACK TO AuSABLE:	0
			TOTAL WAFB USAGE:	4,961,099
			TOTAL SILVER SANDS:	452,895
			TOTAL OSCODA USAGE:	11,846,006

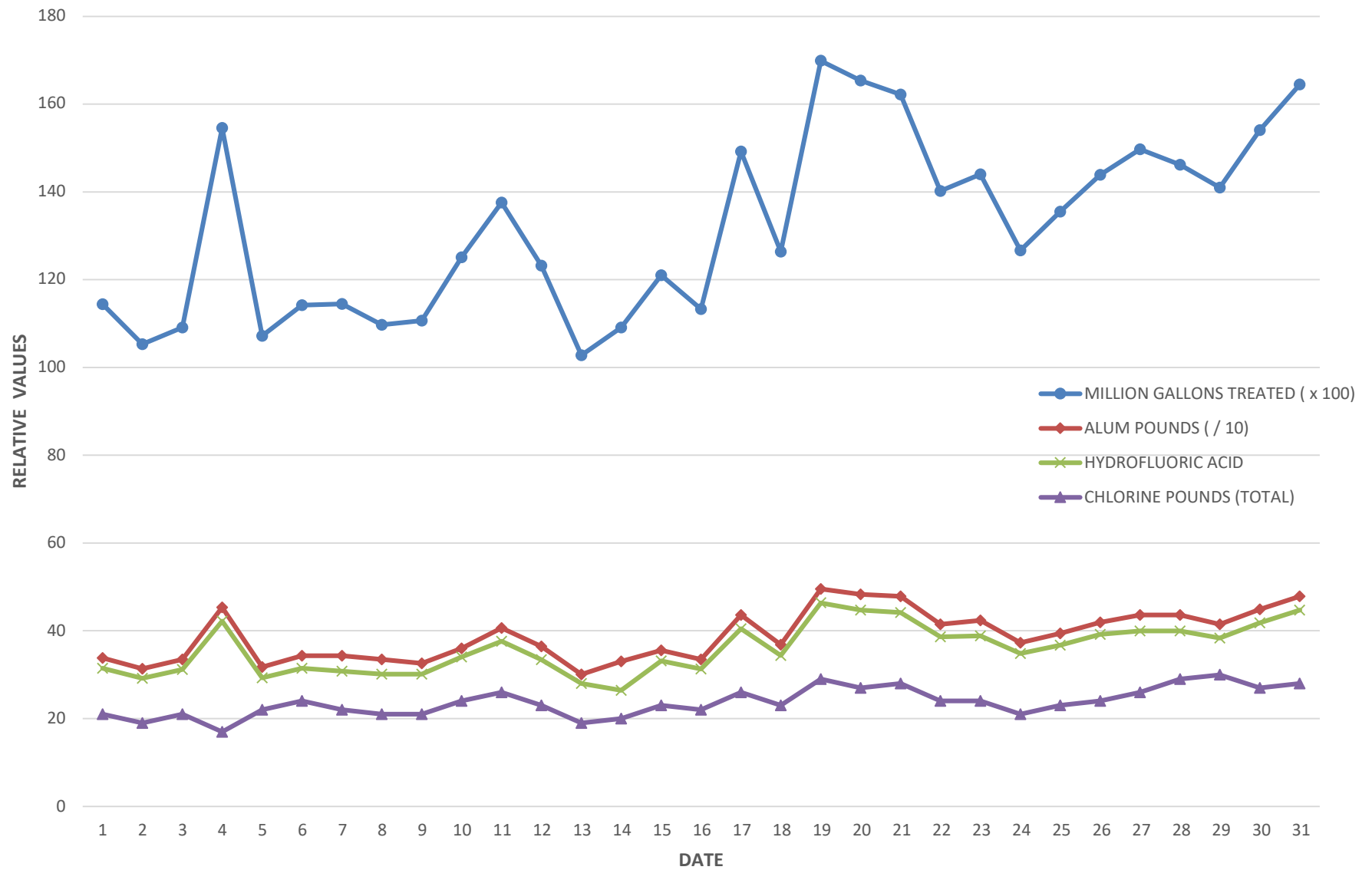
## AuSABLE TOWNSHIP

BOOSTER STATION			SILVER SANDS	
			TOTAL	452,895
READ DATE				
5/28/2021	430,792,833			
4/30/2021	409,511,905			
<b>TOTAL</b>	<b>21,280,928</b>			
			AUSABLE POINT	
			TOTAL	69,000

TOTAL BOOSTER STATION: 21,280,928  
TOTAL WAFB USAGE: 4,961,099  
TOTAL OSCODA USAGE: 11,846,006  
TOTAL AUSABLE USAGE: 4,404,823

BALDWIN TOWNSHIP									
PONTIAC and CROCKER METERS INACTIVE									
CEMETERY ROAD			BALDWIN RESORT		TAWAS BEACH CLUB		PONTIAC		
READ DATE	IN	OUT	READ DATE	IN	READ DATE	IN	IN		
5/28/2021	80342	50376	5/28/2021	94	5/28/2021	26	2270		
4/30/2021	77020	48811	4/30/2021	11950	4/30/2021	8653	2270		
TOTAL	3,322,000	1,565,000	TOTAL	263,000	TOTAL	45,000	0		
US-23/EMERY PIT			CROCKER		AuSABLE POINT		BIRCH DRIVE		
READ DATE	IN		READ DATE	IN	READ DATE	IN	READ DATE	IN	
5/28/2021	20426		5/28/2021	1495	5/28/2021	23	5/28/2021	46145	
4/30/2021	19452		4/30/2021	1495	4/30/2021	5677	4/30/2021	45905	
TOTAL	97,400		TOTAL	0	TOTAL	69,000	TOTAL	240,000	
BALDWIN MASTER METER PIT									
READ DATE	IN	BOOSTER					TOTAL TO BALDWIN TOWNSHIP:		5,146,400
5/28/2021	489	926					TOTAL BACK TO EAST TAWAS:		1,565,000
4/30/2021	16336	24642					TOTAL TO BOOSTER:		1,856,000
TOTAL	896,000	1,856,000					TOTAL BALDWIN TOWNSHIP USAGE:		1,725,400
TAWAS CITY									
WESTOVER			US-23						
READ DATE	IN	OUT	READ DATE	IN					
5/28/2021	83161	14097	5/28/2021	4725					
4/30/2021	77583	12201	4/30/2021	2442					
TOTAL	5,578,000	1,896,000	TOTAL	2,283,000					
TOTAL TO TAWAS CITY: 7,861,000									
TOTAL BACK TO EAST TAWAS: 1,896,000									
TOTAL TAWAS CITY USAGE 5,965,000									
CITY OF EAST TAWAS				HSRUA WATER PLANT					
EAST TAWAS MASTER			WATER PLANT PRODUCTION						
READ DATE	IN	OUT	READ DATE						
5/28/2021	1752197	27361	5/28/2021 88634.29						
4/30/2021	1738338	27147	4/30/2021 85251.13						
TOTAL	13,859,000	214,000	TOTAL 33,831,600						
EAST TAWAS METER NET:		13,645,000	TOTAL WATER PLANT PRODUCTION		33,831,600				
CEMETERY ROAD OUT:		1,757,000	TOTAL FROM ALL MASTER METERS		34,825,328				
TOTAL TAWAS USAGE:		5,965,000	HSRUA USEAGE:		-				
TOTAL EAST TAWAS USAGE:		5,923,000	TOTAL TO SEWER:		76,657				
			PLANT USAGE		-917,071				
		GALLONS	PERCENT						
WURTSMITH		4,961,099	14.25%						
OSCODA		11,846,006	34.02%						
AUSABLE		4,404,823	12.65%						
BALDWIN		1,725,400	4.95%						
TAWAS		5,965,000	17.13%						
EAST TAWAS		5,923,000	17.01%						
HSRUA WTP		-917,071	-2.63%						
TOTAL		34,825,328	100.00%						
TOTAL % OF PRODUCTION ACCOUNTED FOR			100.00%						

## TREATED FLOW AND CHEMICAL USAGE MAY 2021



**MONTHLY OPERATION REPORT OF  
WATER TREATMENT PLANT**

**Huron Shore Regional Utility Authority**

For the month/year of  
May 2021

WSSN:3319

County: \_\_\_\_\_  
Iosco

CATHERINE WINN  
Certified Operator

F-1  
Water Plant Classification

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Operations Officer  
Title

**Treatment Rate and Filter Data**

1. Treatment Rate, Maximum: 4.53 Million Gallons per Day
2. Treatment Rate, Approved Rated Plant Capacity: 5.4 Million Gallons per Day
3. Average Filter Run: 104.89 Hours
4. Average Filtration Rate: 1.76 Gallons Per Square Ft. per Minute
5. Maximum Filtration Rate: 2.05 Gallons Per Square Ft. per Minute
6. Average Wash Water Use: 1.01% percent of Treated Water

**Chemical Data**

7. Chlorine on hand: 5137.5 lbs. Est. supply 216 days
8. Alum (  $Al^{3+}$  ) on hand: 2084.15 lbs. Est. supply 121 days
9. Cost of All Chemicals per Million Gallons: \$64.25
10. Total Power Cost per Million Gallons: \$121.92

**Remarks**

Number of filter confluence samples >0.3 NTU 0

Number of filter confluence samples collected: 207

Percent of filter confluence samples >0.3 NTU 0

**Did any individual filter exceed:**

- 1.0 NTU in two consecutive measurements taken 15 minutes apart? No
- If yes, attach specific filter(s) information and indicate required follow up status.**
- 0.5 NTU in two consecutive measurements taken 15 minutes apart after 4 hours of operation? No
- If yes, attach specific filter(s) information and indicate required follow up status.**
- 1.0 NTU in two consecutive measurements taken 15 minutes apart for 3 consecutive months? No
- If yes, attach specific filter(s) information and indicate required follow up status.**
- 2.0 NTU in two consecutive measurements taken 15 minutes apart for 2 consecutive months? No
- If yes, attach specific filter(s) information and indicate required follow up status.**

Did plant tap disinfectant residual fall below 0.2 ppm during the month? No

**If yes, indicate date(s) and duration on a separate sheet**

Was minimum C\*T credit achieved for the entire month? Yes

**If no, indicate on a separate sheet the date(s) not achieved**

Was continuous POE chlorine residual monitoring equipment off-line during the month? No

**If yes, indicate date(s) and duration on a separate sheet**

Was continuous (every 15 minutes) filter monitoring equipment off-line during the month? No

**if yes, indicate date(s) and duration on a separate sheet.**

### Coagulation Parameters

**HURON SHORES REGIONAL UTILITY AUTHORITY**

Page 2

**WSSN: 3319**

DATE	Million Gallons Treated	Poly Ani Lbs	Alum lbs	Alum mg/L	Alum as Al+3	Turbidity Units												Point of Entry
						Raw			Applied		Filter Confluence			No. of 4 hr Compliance periods	No. of 4 hr compliance periods >0.3 NTU	No. of samples >0.3 NTU	Plant tap NTU	
						Number of Samples	Avg.	Max.	Avg.	Max.	Number of samples	Avg.	Max.					
1	1.144	0.00	338.34	35.52	1.56	6	0.23	0.30	0.10	0.17	6	0.05	0.05	2	0	0	0.05	
2	1.053	0.00	313.43	35.70	1.57	6	0.23	0.24	0.11	0.13	6	0.05	0.06	2	0	0	0.05	
3	1.091	0.00	334.60	36.77	1.62	6	0.35	0.40	0.18	0.19	6	0.05	0.05	2	0	0	0.05	
4	1.546	0.00	453.20	35.16	1.55	8	0.41	0.48	0.17	0.22	8	0.05	0.05	2	0	0	0.05	
5	1.072	0.00	317.66	35.53	1.60	6	0.41	0.46	0.16	0.23	6	0.05	0.05	2	0	0	0.05	
6	1.142	0.00	343.07	36.04	1.59	6	0.42	0.46	0.15	0.17	6	0.05	0.05	2	0	0	0.05	
7	1.145	0.00	343.07	35.92	1.58	6	0.31	0.40	0.09	0.09	6	0.05	0.05	2	0	0	0.05	
8	1.097	0.00	334.60	36.57	1.61	6	0.25	0.25	0.09	0.11	6	0.05	0.05	2	0	0	0.05	
9	1.107	0.00	326.13	35.33	1.60	6	0.32	0.34	0.14	0.15	6	0.05	0.05	2	0	0	0.05	
10	1.251	0.00	360.02	34.52	1.52	6	0.40	0.44	0.13	0.16	6	0.05	0.05	2	0	0	0.05	
11	1.376	0.00	406.61	35.42	1.56	8	0.34	0.38	0.10	0.13	8	0.05	0.05	2	0	0	0.05	
12	1.232	0.00	364.25	35.47	1.56	6	0.29	0.30	0.12	0.13	6	0.05	0.05	2	0	0	0.05	
13	1.028	0.00	300.72	35.09	1.59	6	0.33	0.34	0.13	0.15	6	0.05	0.05	2	0	0	0.05	
14	1.091	0.00	330.37	36.30	1.60	6	0.30	0.31	0.12	0.15	6	0.05	0.05	2	0	0	0.05	
15	1.210	0.00	355.78	35.26	1.55	6	0.26	0.33	0.09	0.11	6	0.05	0.05	2	0	0	0.05	
16	1.133	0.00	334.60	35.41	1.56	6	0.25	0.25	0.11	0.13	6	0.05	0.05	2	0	0	0.05	
17	1.492	0.00	436.25	35.07	1.54	7	0.34	0.52	0.11	0.13	7	0.05	0.05	2	0	0	0.05	
18	1.264	0.00	368.50	34.96	1.54	6	0.23	0.28	0.10	0.11	6	0.05	0.05	2	0	0	0.05	
19	1.699	0.00	495.55	34.97	1.54	8	0.23	0.31	0.13	0.17	8	0.05	0.05	2	0	0	0.05	
20	1.654	0.00	482.84	35.01	1.54	8	0.20	0.24	0.13	0.20	8	0.05	0.05	2	0	0	0.05	
21	1.622	0.00	478.61	35.37	1.56	8	0.18	0.24	0.14	0.18	8	0.05	0.05	2	0	0	0.05	
22	1.402	0.00	415.08	35.51	1.56	7	0.19	0.28	0.10	0.18	7	0.05	0.05	2	0	0	0.05	
23	1.440	0.00	423.55	35.27	1.55	7	0.19	0.21	0.11	0.12	7	0.05	0.05	2	0	0	0.05	
24	1.267	0.00	372.72	35.26	1.55	7	0.17	0.19	0.15	0.18	7	0.05	0.05	2	0	0	0.05	
25	1.355	0.00	393.90	34.86	1.78	7	0.19	0.22	0.10	0.12	7	0.05	0.05	2	0	0	0.05	
26	1.439	0.00	419.31	34.94	1.54	6	0.19	0.24	0.11	0.12	6	0.05	0.05	2	0	0	0.05	
27	1.497	0.00	436.25	34.96	1.54	7	0.19	0.20	0.11	0.15	7	0.05	0.06	2	0	0	0.05	
28	1.462	0.00	436.25	35.79	1.57	7	0.33	0.46	0.17	0.23	7	0.05	0.05	2	0	0	0.05	
29	1.410	0.00	415.08	35.30	1.55	7	0.37	0.42	0.12	0.20	7	0.05	0.05	2	0	0	0.05	
30	1.541	0.00	448.96	34.94	1.54	7	0.32	0.38	0.25	0.33	7	0.05	0.05	2	0	0	0.05	
31	1.645	0.00	478.61	34.88	1.53	8	0.25	0.39	0.11	0.12	8	0.05	0.05	2	0	0	0.05	
AVG	1.320	0.00		35.39	1.57	7	0.28		0.13			0.05						
MAX	1.699	0.00		36.77	1.78	8	0.42	0.52	0.25	0.33		0.05	0.06					
MIN	1.028	0.00		34.52	1.52	6	0.17		0.25			0.05						
TOTAL	40.907	0.00	12057.91			207												

<b>TOTAL</b>	<b>1112.95</b>
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DATE	PH	PH	Total Hardness Test CaCO <sub>3</sub> mg/L		Total Alkalinity as CaCO <sub>3</sub> mg/l		Non - Carbonate Hardness as CaCO <sub>3</sub> mg/l		Chlorine lbs			Agg. Index
	Raw	Tap	Raw	Tap	Raw	Tap	Raw	Tap	Pre	Inter	Post	
1	7.83	7.29	N/A	N/A	83	81	N/A	N/A	11.10	9.90	N/A	N/A
2	7.84	7.24	N/A	N/A	82	74	N/A	N/A	11.80	7.20	N/A	N/A
3	7.86	7.25	N/A	N/A	80	72	N/A	N/A	12.80	8.20	N/A	N/A
4	8.02	7.15	N/A	N/A	84	74	N/A	N/A	0.00	17.00	N/A	N/A
5	8.20	7.35	106	104	84	76	22	28	7.30	14.70	N/A	11.07
6	7.97	7.29	N/A	N/A	83	76	N/A	N/A	11.10	12.90	N/A	N/A
7	7.99	7.34	N/A	N/A	81	77	N/A	N/A	11.50	10.50	N/A	N/A
8	7.90	7.26	N/A	N/A	81	76	N/A	N/A	11.20	9.80	N/A	N/A
9	7.91	7.24	N/A	N/A	82	76	N/A	N/A	12.40	8.60	N/A	N/A
10	7.96	7.24	N/A	N/A	84	74	N/A	N/A	14.10	9.90	N/A	N/A
11	7.92	7.19	N/A	N/A	84	74	N/A	N/A	14.30	11.70	N/A	N/A
12	8.03	7.25	103	102	83	75	20	27	12.70	10.30	N/A	10.95
13	7.90	7.17	N/A	N/A	83	73	N/A	N/A	11.50	7.50	N/A	N/A
14	8.02	7.29	N/A	N/A	82	72	N/A	N/A	11.20	8.80	N/A	N/A
15	7.94	7.27	N/A	N/A	81	72	N/A	N/A	12.00	11.00	N/A	N/A
16	7.86	7.22	N/A	N/A	82	73	N/A	N/A	12.70	9.30	N/A	N/A
17	7.82	7.26	N/A	N/A	79	71	N/A	N/A	16.50	9.50	N/A	N/A
18	7.86	7.16	N/A	N/A	79	70	N/A	N/A	14.20	8.80	N/A	N/A
19	8.02	7.24	100	98	76	69	24	29	19.10	9.90	N/A	10.89
20	8.01	7.24	N/A	N/A	78	67	N/A	N/A	17.50	9.50	N/A	N/A
21	7.87	7.19	N/A	N/A	74	68	N/A	N/A	15.70	12.30	N/A	N/A
22	7.93	7.16	N/A	N/A	77	67	N/A	N/A	13.50	10.50	N/A	N/A
23	7.89	7.23	N/A	N/A	76	67	N/A	N/A	15.00	9.00	N/A	N/A
24	7.90	7.26	N/A	N/A	78	71	N/A	N/A	13.20	7.80	N/A	N/A
25	7.86	7.17	N/A	N/A	76	68	N/A	N/A	14.10	8.90	N/A	N/A
26	7.93	7.21	100	97	76	69	24	28	15.00	9.00	N/A	10.86
27	7.87	7.17	N/A	N/A	76	67	N/A	N/A	15.60	10.40	N/A	N/A
28	7.84	7.17	N/A	N/A	77	63	N/A	N/A	14.80	14.20	N/A	N/A
29	7.85	7.20	N/A	N/A	78	68	N/A	N/A	16.50	13.50	N/A	N/A
30	7.88	7.23	N/A	N/A	77	69	N/A	N/A	17.30	9.70	N/A	N/A
31	7.96	7.27	N/A	N/A	75	68	N/A	N/A	17.70	10.30	N/A	N/A
AVG	7.92	7.23	102	100	80	72	23	28				
MAX	8.20	7.35	106	104	84	81	24	29				
MIN	7.82	7.15	100	97	74	63	20	27				
TOTAL									413.40	320.60		

DATE	Coliform Samples			Filter Rate	Treat Rate	Wind Direction	Temp. C	Color		Odor	
	MF Raw	Tap Samples	MF Tap					Raw	Tap	Raw	Tap
1	100mL/ND	1	100mL/ND	1.71	3.79	SW	9.80	0	0	ND	ND
2	100mL/ND	1	100mL/ND	1.63	3.61	NE	9.30	0	0	ND	ND
3	100mL/ND	1	100mL/ND	1.53	3.38	NE	10.00	0	0	ND	ND
4	100mL/ND	1	100mL/ND	1.81	4.01	NW	9.90	1	0	ND	ND
5	100mL/ND	1	100mL/ND	1.60	3.55	NW	10.70	0	0	ND	ND
6	100mL/ND	1	100mL/ND	1.65	3.65	W	10.50	0	0	ND	ND
7	100mL/ND	1	100mL/ND	1.60	3.54	SE	10.50	0	0	ND	ND
8	100mL/ND	1	100mL/ND	1.64	3.63	NE	10.00	0	0	ND	ND
9	100mL/ND	1	100mL/ND	1.60	3.54	NE	9.70	0	0	ND	ND
10	100mL/ND	1	100mL/ND	1.87	4.14	NW	10.40	0	0	ND	ND
11	100mL/ND	1	100mL/ND	1.61	3.57	NW	10.70	0	0	ND	ND
12	100mL/ND	1	100mL/ND	1.91	4.22	SE	9.90	0	0	ND	ND
13	100mL/ND	1	100mL/ND	1.59	3.53	NW	10.50	0	0	ND	ND
14	100mL/ND	1	100mL/ND	1.63	3.61	S	10.90	0	0	ND	ND
15	100mL/ND	1	100mL/ND	1.69	3.75	SE	11.60	0	0	ND	ND
16	100mL/ND	1	100mL/ND	1.64	3.63	S	10.70	0	0	ND	ND
17	100mL/ND	1	100mL/ND	1.90	4.21	SW	10.90	1	0	ND	ND
18	100mL/ND	1	100mL/ND	1.83	4.04	SW	10.80	0	0	ND	ND
19	100mL/ND	1	100mL/ND	2.05	4.53	SE	9.60	0	0	ND	ND
20	100mL/ND	1	100mL/ND	1.99	4.41	S	9.50	0	0	ND	ND
21	100mL/ND	1	100mL/ND	1.90	4.21	SW	10.10	0	0	ND	ND
22	100mL/ND	1	100mL/ND	1.74	3.85	SW	10.60	0	0	ND	ND
23	100mL/ND	1	100mL/ND	1.79	3.95	NE	10.30	0	0	ND	ND
24	100mL/ND	1	100mL/ND	1.62	3.58	NE	10.50	1	0	ND	ND
25	100mL/ND	1	100mL/ND	1.78	3.94	SW	10.60	0	0	ND	ND
26	100mL/ND	1	100mL/ND	2.01	4.46	SW	10.30	0	0	ND	ND
27	100mL/ND	1	100mL/ND	1.86	4.11	SW	10.20	0	0	ND	ND
28	100mL/ND	1	100mL/ND	1.87	4.13	NE	10.10	0	0	ND	ND
29	100mL/ND	1	100mL/ND	1.80	3.98	NE	10.80	0	0	ND	ND
30	100mL/ND	1	100mL/ND	1.91	4.23	NE	10.80	0	0	ND	ND
31	100mL/ND	1	100mL/ND	1.88	4.16	SW	10.80	0	0	ND	ND
AVG	0.00	1	0.00	1.76	3.90		10.35	0	0.00		
MAX	0.00	1	0.00	2.05	4.53		11.60	1	0.00		
MIN	0.00	1	0.00	1.53	3.38		9.30	0	0.00		

DATE	Bacteriological Monitoring Stations mg/l																							
	Baldwin		East Tawas		Tawas		AuSable Twp.								Oscoda Twp.									
	Free	Total	Free	Total	Free	Total	Twp. Hall		4420 N US23		Wellman's		3550 E RIVER		Twp. Hall		Health Park		Airport		Pathways C.C.		DPW Garage	
	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total
1																								
2																								
3																								
4																								
5	0.74	0.81	0.76	0.89	0.81																			
6															0.52		0.59		0.65		0.41		0.34	
7																								
8																								
9																								
10																								
11																								
12	0.50	0.61	0.74	0.83	0.79																			
13																								
14																								
15																								
16																								
17																								
18																								
19	0.98	1.10	0.68	0.77	0.86																			
20									0.88				0.78		0.77		0.37		0.64		0.43		0.67	
21																								
22																								
23																								
24																								
25																								
26	0.76	0.92	0.71	0.80	0.89																			
27																								
28																								
29																								
30																								
31																								
Ave.	0.75	0.86	0.72	0.82	0.84						0.83								0.54					
Max.	0.98	1.10	0.76	0.89	0.89						0.88								0.77					
Min.	0.50	0.61	0.68	0.77	0.79						0.78								0.34					

## DISTRIBUTION SAMPLES - BACTERIOLOGICAL SUMMARY

	AuSable Twp.	Baldwin Twp.	East Tawas	Oscoda Twp.	Tawas
Total number of routine distribution samples analyzed	2	4	4	10	4
Total number of positive routine distribution samples	0	0	0	0	0
Total number of routine distribution samples required	2	1	3	8	2

## POSITIVE DISTRIBUTION SAMPLES

## Check Samples

Date	Monitoring Station	MF Count	MPN Count	Date	Monitoring Station	MF Count	MPN Count

HPC Results for Samples with  
<0.20 mg/l Free Chlorine

Date	Location	Result

FILTER CONFLUENCE						C*T EVALUATION				Page 7
4 HOUR AVERAGE						HURON SHORES REGIONAL UTILITY AUTHORITY				
DATE	1ST	2ND	3RD	4TH	AVG.	C*T	WORSE CASE SCENARIO:			
1	0.05	0.05	N/A	N/A	0.05	147.46	DATE:	5/29/2021		
2	0.05	0.05	N/A	N/A	0.05	174.79	ACTUAL C*T:	122.88		
3	0.05	0.05	N/A	N/A	0.05	166.70	REQUIRED C*T:	22		
4	0.05	0.05	N/A	N/A	0.05	132.75				
5	0.05	0.05	N/A	N/A	0.05	159.75				
6	0.05	0.05	N/A	N/A	0.05	178.08				
7	0.05	0.05	N/A	N/A	0.05	164.11				
8	0.05	0.05	N/A	N/A	0.05	171.81				
9	0.05	0.05	N/A	N/A	0.05	184.36				
10	0.05	0.05	N/A	N/A	0.05	154.60				
11	0.05	0.05	N/A	N/A	0.05	187.72				
12	0.05	0.05	N/A	N/A	0.05	152.39				
13	0.05	0.05	N/A	N/A	0.05	175.17				
14	0.05	0.05	N/A	N/A	0.05	167.17				
15	0.05	0.05	N/A	N/A	0.05	136.68				
16	0.05	0.05	N/A	N/A	0.05	179.30				
17	0.05	0.05	N/A	N/A	0.05	123.99				
18	0.05	0.05	N/A	N/A	0.05	150.04				
19	0.05	0.05	N/A	N/A	0.05	153.56				
20	0.05	0.05	N/A	N/A	0.05	164.62				
21	0.05	0.05	N/A	N/A	0.05	163.05				
22	0.05	0.05	N/A	N/A	0.05	138.24				
23	0.05	0.05	N/A	N/A	0.05	147.80				
24	0.05	0.05	N/A	N/A	0.05	155.19				
25	0.05	0.05	N/A	N/A	0.05	144.57				
26	0.05	0.05	N/A	N/A	0.05	142.12				
27	0.05	0.05	N/A	N/A	0.05	147.96				
28	0.05	0.05	N/A	N/A	0.05	137.37				
29	0.05	0.05	N/A	N/A	0.05	122.88				
30	0.05	0.05	N/A	N/A	0.05	144.24				
31	0.05	0.05	N/A	N/A	0.05	154.52				
AVG.	0.05	0.05			0.05					
MAX	0.05	0.05			0.05					
MIN	0.05	0.05			0.05	122.88				

**INDIVIDUAL FILTER DAILY MAX TURBIDITIES**  
**HURON SHORES REGIONAL UTILITY AUTHORITY**

Page 8  
WSSN:3319

DATE	Filter #1	Filter #2	Filter #3	Filter #4	Filter #5	Filter #6	CFE
1	0.062	0.039	0.074	0.070	0.066	0.107	0.050
2	0.095	0.065	0.089	0.149	0.076	0.052	0.129
3	0.075	0.043	0.080	0.084	0.078	0.048	0.051
4	0.056	0.039	0.068	0.072	0.062	0.052	0.049
5	0.073	0.042	0.074	0.075	0.061	0.058	0.057
6	0.069	0.038	0.069	0.073	0.054	0.061	0.055
7	0.062	0.047	0.065	0.072	0.052	0.049	0.053
8	0.053	0.047	0.075	0.071	0.058	0.048	0.051
9	0.071	0.087	0.123	0.124	0.063	0.049	0.051
10	0.065	0.047	0.075	0.070	0.056	0.053	0.050
11	0.063	0.046	0.068	0.070	0.051	0.048	0.050
12	0.096	0.113	0.114	0.109	0.053	0.047	0.052
13	0.106	0.077	0.108	0.146	0.055	0.049	0.049
14	0.053	0.046	0.075	0.071	0.108	0.056	0.050
15	0.056	0.045	0.074	0.070	0.060	0.056	0.049
16	0.087	0.077	0.094	0.638	0.060	0.047	0.050
17	0.069	0.048	0.075	0.069	0.060	0.128	0.050
18	0.061	0.050	0.073	0.072	0.056	0.047	0.049
19	0.060	0.058	0.072	0.099	0.050	0.048	0.048
20	0.055	0.058	0.074	0.092	0.049	0.047	0.047
21	0.072	0.057	0.073	0.096	0.047	0.046	0.047
22	0.056	0.055	0.078	0.094	0.048	0.047	0.046
23	0.060	0.055	0.071	0.097	0.047	0.047	0.048
24	0.060	0.076	0.071	0.087	0.044	0.051	0.079
25	0.055	0.049	0.068	0.065	0.046	0.048	0.049
26	0.054	0.045	0.070	0.067	0.048	0.047	0.047
27	0.080	0.085	0.086	0.144	0.047	0.047	0.049
28	0.062	0.059	0.077	0.082	0.046	0.047	0.047
29	0.074	0.054	0.072	0.074	0.105	0.050	0.056
30	0.057	0.050	0.069	0.079	0.048	0.048	0.049
31	0.073	0.061	0.107	0.097	0.043	0.051	0.059
MAX	0.106	0.113	0.123	0.638	0.108	0.128	0.129

Enhanced Coagulation/Softening Requirements  
Supply: Huron Shore  
WSSN: 03319

Source Water Alkalinity			
Source TOC	0-60	>60-120	>120
>2.0-4.0	35.0%	25.0%	15.0%
>4.0-8.0	45.0%	35.0%	25.0%
>8.0	50.0%	40.0%	30.0%

Alternative Compliance Criteria (ACC) Rule 610c(1)(b)-(c)					
- Source or Treated TOC RAA <2.0, OR					
- Source TOC RAA >4.0 & Alk RAA >60 AND					
TTHM & HAA5 RAA <= 40/30 respectively, OR					
- TTHM & HAA5 <=40/30 & only Cl primary disinfectant... And more ACCs.					

											- TTHM & HAA5 <=40/30 & only Cl primary disinfectant...And more ACCs.					CCR Reporting						
											May Reduce If Either ...					Quarterly %		Annual Average				
	A	B	C	D	E	F	G		H	I	Source TOC Qtly Ave	Source TOC RAA	Treated TOC Qtly Ave	Rule 719e(4)(b)		Compliance with Treatment Technique (TT)	% Removal (%)	% Removal Required (%)	% Removal (%)	% Removal Required (%)	Min (%)	Max (%)
	Treated TOC (mg/L)	Source TOC (mg/L)	(1-A/B) x 100	Source Water Alkalinity (mg/L)	Required TOC Removal (%)	C/E Actual Removal Ratio	Credit 1.0 if Paired Sample Source or Treated TOC <2.0	Credit 1.0 if RAA Source or Treated TOC <2.0	Rem'l Ratio Quarterly	Rem'l Ratio RAA				1 Yr Treated RAA <1.0	2 Yr Treated RAA <2.0							
Month																						
Jan-20																						
2/5/2020	1.48	2.14	30.841	80	25	1.234	1.234	1.234	1.234	1.080	2.140	1.885	1.480	1.478	1.415	Met ACC	31	25	No need to report on CCR this year			
Jul-20																						
Apr-20	1.83	2.20	16.818	80	25	0.673	1.000	1.000														
5/6/2020									1.000	1.077	2.200	1.980	1.830	1.595	1.450	Met ACC	17	25	No need to report on CCR this year			
Jun-20																						
Jul-20	1.43	3.19	55.172	77	25	2.207	2.207	2.207														
8/28/2020									2.207	1.379	3.190	2.348	1.430	1.525	1.494	Met ACC	55	25	No need to report on CCR this year			
Sep-20																						
Oct-20	1.36	1.92	29.167	79	25	1.167	1.167	1.167														
11/4/2020									1.167	1.402	1.920	2.363	1.360	1.525	1.469	Met ACC	29	25	No need to report on CCR this year			
Dec-20																						
Jan-21	1.37	1.78	23.034	81	25	0.921	1.000	1.000														
2/3/2021									1.000	1.343	1.780	2.273	1.370	1.498	1.488	Met ACC	23	25	No need to report on CCR this year			
Jul-21																						
Apr-21	1.32	1.80	26.667	84	25	1.067	1.067	1.067														
5/5/2021									1.067	1.360	1.800	2.173	1.320	1.370	1.483	Met ACC	27	25	No need to report on CCR this year			
Jun-21																						
Jul-21					25																	
8/28/2021																						
Sep-21									M/R viol	1.078		1.833		1.350	1.450	Met ACC		25	No need to report on CCR this year			
Oct-21																						
11/4/2021					25																	
Dec-21									M/R viol	1.033		1.790		1.345	1.465	Met ACC		25	No need to report on CCR this year			

If H <1.0, note that compliance is based on RAA, calculated quarterly, so system might still be in compliance  
If I <1.0, calculate Treated or Source TOC RAA (based on quarterly averages). If Treated or Source TOC RAA is <2.0, then system in compliance.  
May reduce if Treated RAA <1.0 for 1 year or <2.0 for 2 years.  
Revert to monthly if Treated RAA >=2.0