

**OSCODA TOWNSHIP  
REGULAR BOARD MEETING  
AGENDA & NOTICE  
July 26, 2021 - 7:00 P.M.**

**Watch Virtual:**

<https://us02web.zoom.us/j/83408892963>

**Call-in: (929)205-6099 Meeting ID: 834 0889 2963**

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Posted Date: July 22, 2021

Press Notification Date: July 22, 2021

Posted by: Tammy Kline

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC HEARING: Truth in Taxation**

**AGENDA ADDITIONS:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**Approval of Minutes:**

1. Regular Meeting Minutes – July 12, 2021

**Finance:**

1. Payment of Bills (Oscoda Township) – Total - \$35,007.13
  - a. Prepaid – July 20, 2021 - \$9890.38
  - b. Check Run – July 27, 2021 - \$25116.75

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

1. July 2021 Engineering Report – Rowe Engineering

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

1. Invoice Cloud
2. Snowmobile Trailhead Agreement
3. Planning Commission Laptop Purchase (Revisited)
4. OOP Equipment Purchase Request
5. Organizational Chart – Chain of Command
6. Headhunter Agency - Superintendent RFP

**RESOLUTIONS:**

1. Resolution No. 2021- 23: To State that the Oscoda Beach Park is a Non-Disposable Property
2. Resolution No. 2021-24: Truth in Taxation
3. Resolution No. 2021-25: Oscoda Charter Township Board Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test
4. Resolution No. 2021-26: Tentative Construction Award
5. Ordinance No. 2021-270 Revisions

**OTHER:**

1. Supervisor – Lake Street Redevelopment Issue
2. Proposed Ethics Ordinance (Discussion)
3. Zoning Board of Appeals Appointment
4. Planning Commission Appointments
5. Banner Mural Approval

**PUBLIC COMMENTS:**

**BOARD COMMENTS:**

**INFORMATIONAL:**

1. FVOP O&M Report – 1<sup>st</sup> Quarter
2. FVOP O&M Report – 2<sup>nd</sup> Quarter
3. Van Etten Lake - Recommendation of Service, Treatment 1

**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.



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 July 12, 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/86991107767> **Call-in:** (929)205-6099 **Meeting ID:** 869 9110 7767

### 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** – Ms. Spencer supported a motion by Mr. Wusterbarth to Approve the additions as presented.

ALL YEAS:

MOTION CARRIED

### **Public Comment** –

**Kelly Erickson**- Discussed Resolution for Marihuana.

**Mark Miller**- Discussed Invoice Cloud.

**Consent Agenda** – Mr. Sutton supported a motion by Ms. McGuire to Approve the Minutes: **1.** Work Session Meeting Minutes – June 25, 2021, **2** Regular Meeting Minutes – June 28, 2021 . **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

ALL YEAS:

MOTION CARRIED

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

### SUPERINTENDENT REPORTS:

#### 1. Oscoda Wurtsmith Airport Authority

**Invoice Cloud** – Mr. Spencer supported a motion by Mr. Wusterbarth to *Postpone implementation of this platform base to streamline our payments system for the attorney can review contract and treasure to review fee's.*

ALL YEAS:

MOTION CARRIED

**IT Right Revised Contract** – Mr. Cummings supported a motion by Mr. Palmer to *approve the IT RIGHT contract as presented and authorize the Supervisor and Clerk to execute the document.*

ALL YEAS:

MOTION CARRIED

**Legal Services - Misdemeanors** – Mr. Sutton supported a motion by Mr. Spencer to *approve using Mr. Bacarella at the cost of \$165.00 per hour to handle the townships Misdemeanor Ordinance Violations.* Services to be paid from 207-000-826-000 (legal fees).

ALL YEAS:

MOTION CARRIED

### RESOLUTIONS:

#### **Resolution No. 2021- 21: Authorize Issuance of Capital Improvement Bonds**

– Mr. Palmer supported a motion by Mr. Spencer to approve issuance of bonds in the not-to-exceed amount of \$10,000,000.00.

ALL YEAS

MOTION CARRIED

**Resolution No. 2021-22: Truth in Taxation Public Hearing** – Ms. McGuire supported a motion by Mr. Spencer to Approve 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

ALL YEAS

MOTION CARRIED

Oscoda Township Regular Board Meeting Minutes

July 12, 2021

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**Ordinance Number 2021-270 Commercial Marihuana Facilities** – Mr. Palmer supported a motion by Mr. Wusterbarth to Approve the 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.  
YEAS Mr. Wusterbarth, Mr. Spencer, Mr. Palmer, Mr. Sutton  
NAYS: Mr. Cummings, Ms. McGuire, Ms. Richards

MOTION CARRIED

**Planning commission restrict Commercial Marihuana from SSBN and adding Competitive Criteria** – Ms. McGuire supported a motion by Ms. Richards to have the planning commission restrict commercial marihuana from SSBN District and adding competitive criteria.  
ALL YEAS:

MOTION CARRIED

**Motion to extend meeting to complete business** – Ms. McGuire supported a motion by Mr. Spencer to extend the meeting to complete business.  
ALL YEAS:

MOTION CARRIED

## **OTHER**

**Wrecker Policy** – Mr. Palmer supported a motion by Ms. Richards to approve as presented.

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

MOTION CARRIED

**GIS Annual Maintenance Costs** – Mr. Sutton supported a motion by Mr. Palmer to approve FetchGIS to present the data online for an annual fee of \$609.75 .

YEAS: Mr. Palmer, Ms. McGuire, Mr. Wusterbarth, Mr. Cummings, Mr. Sutton, Ms. Richards  
NAYS: Mr. Spencer

MOTION CARRIED

**GIS -Develop cost for lot splits**– Ms. Richards supported a motion by Ms. McGuire to approve developing a fee for lot splits as suggested by the Tax Assessor .  
ALL YEAS

MOTION CARRIED

**Furtaw Field Request by Chamber of Commerce** – Mr. Cummings supported a motion by Ms. Richards to approve Paul Buyan Days Field use request for September 14<sup>th</sup> through the 19<sup>th</sup> to allow for setup.  
ALL YEAS:

MOTION CARRIED

**RCL Sewer Contract** – Ms. McGuire supported a motion by Mr. Palmer to approve awarding the contract to RCL in the amount of \$5,558,800.00 with \$192,000.00 in allowances for SCADA and utilities.  
ALL YEAS:

MOTION CARRIED

**Rockfest Road Closure Request** – Ms. McGuire supported a motion by Mr. Spencer to approve Ms. Kline writing a letter of support to: Close off US-23 and the Evergreen Ave. entrance for band, band staff and volunteer use. Ie: stage changes and equipment, close off the Lake Street at the Water Street intersection for Handicap parking along Furtaw Field barriers, no vehicle parking will be permitted on the street surfaces of the closed roads, both temporary barriers will be manned by the Rockfest volunteers for emergency vehicle access, The Lake Street and Water Street intersection barrier will be manned by Rockfest volunteers for resident access.  
ALL YEAS:

MOTION CARRIED

**INFORMATIONAL:**

1. Water Loss – First Half 2021
2. OTPD June Activity Report
3. HSRUA O&M Report – June 2021
4. Application for Planning Commission- Robert Tasior

**Public Comment** –

**Brian Haley-** Spoke on making the Beach Non-Disposable with board action.

**Larry Holland-** National Fishing Tournament coming up in July. Thank you for the parade and fireworks.

**Dirk Hunt-** Rockfest is a great example of use at Furtaw Field. Paul Bunyan Festival is coming back.

**Rick Koenig-** Town Hall Meeting on Thursday in person. I would like to see in person meetings come back.

**Robert Tasior-** Gypsy Moths are a huge issue this year. I hope the Township can help.

**Mark Miller-** Thanked Robert Tasior for brining up the moths and hopes the township will do a helicopter spray.

#### **Board and Staff Comments –**

**Mr. Wusterbarth-** Late last week Ms. Richards you had the EIC director go to the Developers for the hotel and offer Furtaw Field.

**Mr. Cummings-**

**Mr. Spencer-**

**Mr. Palmer-** The IET is seeking a grant that requires a \$50,000.00 match by the end of August. Water loss report shows we need to act on it fast.

**Ms. Richards-** They said in the previous meeting that they were interested in Furtaw but due to the public they did not want to touch it. My question was to see if conversations could still be had about the field and a mixed use of the public and hotel.

**Ms. McGuire-**

**Mr. Sutton-**

**Adjourn** – Ms. Richards made a motion to adjourn at 10:45 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 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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Oscoda Township Regular Board Meeting Minutes

July 12, 2021

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
 EXP CHECK RUN DATES 07/14/2021 - 07/20/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GEN

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-283.200	ROBERTS, CATHLEEN	REFUND SECURITY DEPOSIT	07122021	07/31/21	200.00
Total For Dept 000					200.00
Dept 250 LAKEFRONT DISTRICT					
101-250-956.000	DREW TICE	MURAL ARTWORK - HALF PAYMENT	0708221	07/15/21	5,000.00
Total For Dept 250 LAKEFRONT DISTRICT					5,000.00
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-775.000	UNIFIRST CORPORATION	SHOP TOWEL SERVICE	1610120262	07/31/21	158.63
101-265-923.000	OSCODA WATER & SEWER	110 S STATE ST	62521 08150	07/26/21	148.06
Total For Dept 265 TOWNSHIP HALL & GROUNDS					306.69
Dept 751 PARKS & RECREATION					
101-751-923.000	OSCODA WATER & SEWER	BMX TRACK	062521 06115	07/26/21	10.85
101-751-923.000	OSCODA WATER & SEWER	CENTER DIAMON	62521 07585	07/26/21	18.45
101-751-923.000	OSCODA WATER & SEWER	WATER FOUNTAIN PARK	062521 02475	07/26/21	177.80
101-751-923.000	OSCODA WATER & SEWER	BASEBALL FIELD	62521 07580	07/26/21	63.20
101-751-923.000	OSCODA WATER & SEWER	FAR DIAMOND	62521 07587	07/26/21	18.45
101-751-923.000	OSCODA WATER & SEWER	BEACH PARK	62521 02400	07/26/21	247.22
Total For Dept 751 PARKS & RECREATION					535.97
Dept 754 KEN RATLIFF PARK					
101-754-921.000	CONSUMERS ENERGY	6300 F41	203498690000	08/06/21	40.55
101-754-923.000	OSCODA WATER & SEWER	6330 F41	62521 01670	07/26/21	34.13
101-754-923.000	OSCODA WATER & SEWER	6341 F41	62521 01669	07/26/21	30.92
Total For Dept 754 KEN RATLIFF PARK					105.60
Total For Fund 101 GENERAL/UNALLOCATED					6,148.26
Fund 236 PROP OPER & MNTNCE					
Dept 271 PROPERTY O & M AUNE					
236-271-923.000	OSCODA WATER & SEWER	4003 SKEEL AVE	62521 05838	07/26/21	10.85
236-271-923.000	OSCODA WATER & SEWER	5671 N SKEEL/BLDG 1842	62521 05895	07/26/21	1,132.14
Total For Dept 271 PROPERTY O & M AUNE					1,142.99
Total For Fund 236 PROP OPER & MNTNCE					1,142.99
Fund 271 LIBRARY					
Dept 000					
271-000-923.000	OSCODA WATER & SEWER	6010 SKEEL/418 BLDG	062521 05935	07/26/21	110.43
Total For Dept 000					110.43
Total For Fund 271 LIBRARY					110.43
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-921.000	CONSUMERS ENERGY	1249 E RIVER RD	205545456274	08/06/21	298.46
509-000-921.000	CONSUMERS ENERGY	1041 E RIVER RD	205545456273	08/06/21	669.66
509-000-933.000	JOHNSON AUTO SUPPLY, INC.	MAINT SUPPLIES 862734	862734	07/31/21	31.29
509-000-933.000	JOHNSON AUTO SUPPLY, INC.	VEHICLE SUPPLIES INV 860775	860775	07/31/21	11.18
Total For Dept 000					1,010.59
Total For Fund 509 OLD ORCHARD PARK					1,010.59
Fund 590 SEWER					

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 590 SEWER					
Dept 000					
590-000-923.200	OSCODA WATER & SEWER	4468 MCNICHOL	62521 05650	07/26/21	84.41
590-000-923.200	OSCODA WATER & SEWER	4466 MCNICHOL.	062521 05752	07/26/21	10.85
		Total For Dept 000			95.26
		Total For Fund 590 SEWER			95.26
Fund 591 WATER					
Dept 000					
591-000-238.000	HURFORD, SUSAN	UB refund for account: 003-05846-00	07/20/2021	07/27/21	45.67
591-000-801.100	FERGUSON WATERWORKS #3386	SOFTWARE MAINTENANCE	0128910	07/31/21	1,100.00
591-000-980.100	FERGUSON WATERWORKS #3386	BOLTS AND GASKETS FOR LARGE WATER METERS	0124686-1	07/31/21	5.41
591-000-980.100	FERGUSON WATERWORKS #3386	BOLTS AND GASKETS FOR LARGE WATER METERS	0124686	07/31/21	231.77
		Total For Dept 000			1,382.85
		Total For Fund 591 WATER			1,382.85

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			6,148.26
		Fund 236 PROP OPER & MNTNCE			1,142.99
		Fund 271 LIBRARY			110.43
		Fund 509 OLD ORCHARD PARK			1,010.59
		Fund 590 SEWER			95.26
		Fund 591 WATER			1,382.85
		Total For All Funds:			9,890.38

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-283.100	DRAPER, NANCY	REFUND DEPOSIT WARRIOR 7/17/21	07212021	07/31/21	350.00
		Total For Dept 000			350.00
Dept 172 SUPERINTENDENT					
101-172-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	2.82
		Total For Dept 172 SUPERINTENDENT			2.82
Dept 215 CLERK					
101-215-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	18.25
101-215-956.000	IOSCO NEWS PRESS PUB CO	CAPITAL IMPROVEMENT BONDS NEWSPAPER POSTING	303537299	07/31/21	399.50
		Total For Dept 215 CLERK			417.75
Dept 250 LAKEFRONT DISTRICT					
101-250-726.000	AUSABLE HARDWARE & SURPLUS	KNEELER PAD, MOISTURE METER, GLOVES	135171	07/31/21	30.46
101-250-726.000	AUSABLE HARDWARE & SURPLUS	LOPPERS	136863	07/31/21	13.99
101-250-956.000	ENCHANTED BLOOMS	PLANTS	071621	07/31/21	259.50
		Total For Dept 250 LAKEFRONT DISTRICT			303.95
Dept 253 TREASURER					
101-253-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	16.68
101-253-726.000	QUILL CORPORATION	PAPER, LETTER OPENER MONITOR WIPES	17291859	07/31/21	10.38
101-253-726.000	QUILL CORPORATION	SCANNER/ADD ROLL/SCISSORS	17781327	07/31/21	158.76
		Total For Dept 253 TREASURER			185.82
Dept 257 ASSESSOR					
101-257-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	124.57
		Total For Dept 257 ASSESSOR			124.57
Dept 262 ELECTIONS					
101-262-726.000	AMAZON CAPITAL SERVICES	DYMO LABELS & STICKY NOTES	17TL-TW7Y-PJVF	07/31/21	27.57
		Total For Dept 262 ELECTIONS			27.57
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-726.000	AUSABLE HARDWARE & SURPLUS	FASTENERS INVOICE 128818	128818	07/31/21	0.89
101-265-726.000	AUSABLE HARDWARE & SURPLUS	RETURN FASTENERS	128822	07/31/21	(0.20)
101-265-741.000	SNAP-ON TOOLS	MULTIMETER INVOICE 07152168381	07152168381	07/31/21	399.00
101-265-751.000	GARY OIL COMPANY	DPW JUNE 2021	222267	07/31/21	505.91
101-265-930.000	AUSABLE HARDWARE & SURPLUS	SPRINKLER REPAIR PARTS INVOICE 130656	130656	07/31/21	21.01
101-265-931.000	KUDOS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION SERVICES	2021-06-06	07/31/21	264.25
101-265-933.000	HERITAGE-CRYSTAL CLEAN LLC	PARTS WASHER SERVICE	16892010	07/31/21	187.40
101-265-933.000	SNAP-ON TOOLS	TIRE PRESSURE MONITOR	05202166107	07/31/21	372.38
		Total For Dept 265 TOWNSHIP HALL & GROUNDS			1,750.64
Dept 276 CEMETERY					
101-276-751.000	GARY OIL COMPANY	CEMETARY JUNE 2021	222269	07/31/21	280.33
101-276-931.000	AMAZON CAPITAL SERVICES	36 MOWER BLADES	1GNP-FC6G-1YHF	07/31/21	104.00
		Total For Dept 276 CEMETERY			384.33
Dept 299 UNALLOCATED					
101-299-726.200	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	534.72
101-299-801.000	MICH BUSINESS & PROFESSIONAL ASSN	COBRA AUGUST 2021	40341	07/31/21	30.00
101-299-826.000	FREEL LAW	ATTORNEY FEES - JULY	3113	07/31/21	3,951.75
		Total For Dept 299 UNALLOCATED			4,516.47

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 336 FIRE DEPARTMENT					
101-336-751.000	GARY OIL COMPANY	FIRE DEPT JUNE 2021	220298	07/31/21	110.76
101-336-931.000	KUDOS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION SERVICES	2021-06-06	07/31/21	144.50
101-336-931.000	RYUN RIDGWAY	EQUIPMENT	21-6-24	07/31/21	68.00
Total For Dept 336 FIRE DEPARTMENT					323.26
Dept 722 ZONING & PLANNING					
101-722-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	6.20
101-722-826.000	FREEL LAW	ATTORNEY FEES - JULY	3113	07/31/21	841.50
101-722-890.000	IOSCO COUNTY BLDG DEPARTMENT	1900 W RIVER RD CONDEMNATION	05624472	07/31/21	75.00
101-722-900.000	IOSCO NEWS PRESS PUB CO	JUNE 24 PUBLIC HEARINGS	303538754	07/31/21	147.00
101-722-900.000	IOSCO NEWS PRESS PUB CO	CASE 601 2021 INVOICES	303537296	07/31/21	140.88
101-722-900.000	IOSCO NEWS PRESS PUB CO	CASE 601 2021 INVOICES	303547930	07/31/21	140.88
101-722-960.000	MAP	MAP MEMBERSHIP RENEWAL THROUGH 2022	64859	07/31/21	675.00
Total For Dept 722 ZONING & PLANNING					2,026.46
Dept 751 PARKS & RECREATION					
101-751-726.000	EASTERN SALES	PARKS CLEANING SUPPLIES	1186	07/31/21	231.00
101-751-751.000	GARY OIL COMPANY	PARKS & REC JUNE 2021	222265	07/31/21	342.79
101-751-775.000	TRUGREEN-CHEMLAWN	VEGETATION CONTROL	142717197	07/31/21	431.59
101-751-931.000	AMAZON CAPITAL SERVICES	36 MOWER BLADES	1GNP-FC6G-1YHF	07/31/21	104.00
101-751-933.000	NORTHERN TRUCK REPAIR	BUSHING FOR DUMPTRUCK TARP	20415	07/31/21	83.04
101-751-933.000	SNAP-ON TOOLS	TIRE PRESSURE MONITOR	05202166107	07/31/21	372.37
101-751-956.000	AMAZON CAPITAL SERVICES	BABY CHANGING STATIONS - BEACH & VAN ETEN	1YC7-X9J3-99V1	07/31/21	569.79
101-751-956.000	OSCODA SEPTIC TANK SERVICE INC	PORTA POTTIES FOR 4TH OF JULY AT BEACH PARK	07032021	07/31/21	625.00
Total For Dept 751 PARKS & RECREATION					2,759.58
Dept 754 KEN RATLIFF PARK					
101-754-956.000	JOSH JACKSON	BUG AND SPIDER SPRAY- WARRIOR PAVILION	7294-20	07/31/21	50.00
Total For Dept 754 KEN RATLIFF PARK					50.00
Total For Fund 101 GENERAL/UNALLOCATED					13,223.22
Fund 207 POLICE FUND					
Dept 000					
207-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	63.55
207-000-751.000	GARY OIL COMPANY	POLICE GAS JUNE 2021	222270	07/31/21	2,401.54
207-000-801.200	LEXIS NEXIS RISK SOLUTIONS	USER FEES	1593757-20210630	07/31/21	228.01
207-000-826.000	FREEL LAW	ATTORNEY FEES - JULY	3113	07/31/21	1,361.25
207-000-853.000	SPECTRUM BUSINESS	JUNE AND JULY STATEMENTS	0028271070121	07/31/21	311.96
207-000-933.000	SNAP-ON TOOLS	TIRE PRESSURE MONITOR	05202166107	07/31/21	372.37
Total For Dept 000					4,738.68
Total For Fund 207 POLICE FUND					4,738.68
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-751.000	GARY OIL COMPANY	JUNE 2021	222266	07/31/21	367.85
Total For Dept 000					367.85
Total For Fund 211 POLICE STAFFING FUND					367.85
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-751.000	GARY OIL COMPANY	BASE JUNE 2021	222268	07/31/21	184.39

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User: JANEHACKBORNDE  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/27/2021 - 07/27/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 3/5

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-801.000	AT&T MOBILITY	EIC HOTSPOT	287299981863X0709	07/31/21	78.34
236-266-826.000	FREEL LAW	ATTORNEY FEES - JULY	3113	07/31/21	1,262.25
236-266-931.000	AMAZON CAPITAL SERVICES	36 MOWER BLADES	1GNP-FC6G-1YHF	07/31/21	104.00
236-266-931.000	KUDOS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION SERVICES	2021-06-06	07/31/21	102.25
236-266-933.000	SNAP-ON TOOLS	TIRE PRESSURE MONITOR	05202166107	07/31/21	372.38
Total For Dept 266 PROPERTY O & M MAINTENANCE					2,103.61
Dept 269					
236-269-930.000	ORKIN, INC.	BUG TREATMENT SERVICE	214305069	07/31/21	147.00
Total For Dept 269					147.00
Total For Fund 236 PROP OPER & MNTNCE					2,250.61
Fund 271 LIBRARY					
Dept 000					
271-000-853.000	CHARTER COMMUNICATIONS	6/29/21 - 7/28/21	0075793062921	07/31/21	49.99
Total For Dept 000					49.99
Total For Fund 271 LIBRARY					49.99
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-751.000	GARY OIL COMPANY	OOP GAS JUNE 2021	222271	07/31/21	50.31
509-000-751.000	GARY OIL COMPANY	DYED #2 INV 209515	209515	07/31/21	49.26
509-000-751.000	GARY OIL COMPANY	REC GAS INV 209506	209506	07/31/21	342.12
509-000-751.000	GARY OIL COMPANY	REC GAS INV 176484	176484	07/31/21	296.69
509-000-775.000	ALPENA SUPPLY COMPANY	MAINT SUPPLIES INV S100342526.001	S100342526.001	07/31/21	140.60
509-000-775.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES INV 133643	133643	07/31/21	12.99
509-000-775.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES INV 136387	136387	07/31/21	44.96
509-000-775.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES	134414	07/31/21	40.95
509-000-818.000	OSCODA SEPTIC TANK SERVICE INC	PORT A POTTY CLEANED	06152021	07/31/21	100.00
509-000-922.000	GARY OIL COMPANY	PROPANE (VARIOUS BUILDINGS) MULTIPLE INVOIC	209465	07/31/21	85.06
509-000-922.000	GARY OIL COMPANY	PROPANE (VARIOUS BUILDINGS) MULTIPLE INVOIC	209464	07/31/21	337.58
509-000-922.000	GARY OIL COMPANY	PROPANE (VARIOUS BUILDINGS) MULTIPLE INVOIC	209462	07/31/21	224.12
509-000-922.000	GARY OIL COMPANY	PROPANE (VARIOUS BUILDINGS) MULTIPLE INVOIC	209461	07/31/21	76.39
509-000-922.000	GARY OIL COMPANY	PROPANE (VARIOUS BUILDINGS) MULTIPLE INVOIC	209463	07/31/21	268.19
509-000-930.000	EASTERN SUPPLY PRODUCTS	CLEANING SUPPLIES INV 5741	5741	07/31/21	152.48
509-000-931.000	LINCOLN OUTDOOR CENTER	CHAINSAW PARTS INV 33093	33093	07/31/21	167.40
509-000-933.000	AUTO VALUE OSCODA	RETURN FUEL PUMP ASSY	281-1395204	07/31/21	(160.62)
509-000-933.000	AUTO VALUE OSCODA	VEHICLE PARTS INV 281-1395061	281-1395061	07/31/21	360.15
Total For Dept 000					2,588.63
Total For Fund 509 OLD ORCHARD PARK					2,588.63
Fund 590 SEWER					
Dept 000					
590-000-826.000	FREEL LAW	ATTORNEY FEES - JULY	3113	07/31/21	16.50
590-000-853.000	CHARTER COMMUNICATIONS	7/06/21 - 8/05/21	0073897070621	07/31/21	38.89
Total For Dept 000					55.39
Total For Fund 590 SEWER					55.39
Fund 591 WATER					
Dept 000					

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User: JANEHACKBORNDE  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 07/27/2021 - 07/27/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 4/5

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 591 WATER					
Dept 000					
591-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	212420	07/31/21	6.02
591-000-826.000	FREEL LAW	ATTORNEY FEES - JULY	3113	07/31/21	16.50
591-000-931.000	KUDOS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION SERVICES	2021-06-06	07/31/21	60.00
591-000-974.000	FERGUSON WATERWORKS #3386	METER PITS	0129903	07/31/21	1,462.70
591-000-974.000	FERGUSON WATERWORKS #3386	METER PIT LIDS AND SUPPLIES	0129324	07/31/21	297.16
		Total For Dept 000			1,842.38
		Total For Fund 591 WATER			1,842.38

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			13,223.22
		Fund 207 POLICE FUND			4,738.68
		Fund 211 POLICE STAFFING FUND			367.85
		Fund 236 PROP OPER & MNTNCE			2,250.61
		Fund 271 LIBRARY			49.99
		Fund 509 OLD ORCHARD PARK			2,588.63
		Fund 590 SEWER			55.39
		Fund 591 WATER			1,842.38
		Total For All Funds:			25,116.75



**CHARTER TOWNSHIP OF OSCODA  
ENGINEERING PROJECT AND AS-NEEDED  
PROGRESS REPORT  
July 2021**

**Active Projects:**

- **Future Water Main Phases:**
  1. Phase A and Woodland design has been finalized and permits are in place. Finalizing funding for construction 2021 with USDA-RD (mid to end of July). **Construction Fall 2021/Spring 2022.**
  2. **Construction has begun on Phase B, G and F-41 portion of Phase H. Mainline is in on Oscoda Street east of Cedar Lake and mainline installation has begun on Beech east of Cedar Lake. Updated notices will be going out to residents early next week.**
  3. Remaining Phases (C, D, E, F, and remaining portion of H) to be funded in remaining 4 years of DWRF or C2R2 grant application.
  4. Under DWRF, all services are covered at no costs to the residents.
- **Sanitary Sewer System Improvements (CWSRF Program):**
  1. **Project financing and scheduling has been finalized. Project funding closing is scheduled for August 30, 2021. Construction will be authorized immediately upon closing.**
  2. **It is expected that the Township will receive \$1,690,000 in CWSRF principal forgiveness towards the overall project costs of \$6.76M.**
- **Specific Funding Opportunities:**
  1. Rowe is continuing to investigate several funding opportunities from State Representative Susan Allor's Office, **EDA/Federal Stimulus**, U.S. Congressman Kildee's Office, USDA-RD, Consumers Energy, etc. for variety of Township projects (water/sewer/trail projects).
  2. **Developing a spreadsheet to assist Township Administration to continually track these activities.**
- **Old Orchard Campground Public Dock Erosion:**
  1. The construction schedule for Phase 2 (wood deck/stairway and final restoration) would start and be completed Spring of 2022.

- Phase 3 Trail Project:
  1. ROWE has submitted for additional **Consumers Energy grants that are available.... pending results.**
  2. ROWE has submitted for a USDA Rural Business Development Grant to cover a portion of the engineering costs associated with the project (\$99,000) ...**Township has been awarded \$60,000. Rowe is finalizing the paperwork for this award.**
  3. **ROWE is working with local trail group on an MEDC Patronicity grant.**
  4. **Supplemental TAP Grant Application underway to take trail to Old Orchard Campground.**
  5. With "Conditional" approval of TAP Grant the following steps will be next:
    - Rowe developing a "final" funding matrix to track sources and local share.
    - Coordinating efforts to include all eligible items in the project for consideration.
    - Coordinating efforts with USFS, MDNR, and Iosco County for site control letters for the grant applications pending needed by Summer 2021.
    - **Project is on schedule for advertising and bidding this fall with construction scheduled for fiscal year 2022 with final completion in 2023.**
- Wurtsmith Base Infrastructure Utility Evaluation Project
  1. **Tabulating infrastructure components (water, sanitary sewer, storm sewer, roadways) with recommendations, justification, estimated costs for an on-site presentation by the end of June.**
  2. **Identifying possible funding sources/application requirements/time considerations.**
- Ratliff Park ADA Kayak Launch and Access:
  1. Field survey work is complete.
  2. Plans and specifications are complete along with estimate for construction.
  3. Passport Grant application submitted.... decision expected Summer of 2021.
  4. Construction permits have been prepared. These will be submitted to the appropriate agencies for review and approval as soon as a more definite construction schedule is established.
  5. **Tentative schedule for construction is late winter/early spring 2022.**
- Proposed Holiday Inn Express.
  1. **Attended pre-development meeting on this property.**
  2. **Working with Doug Moen on water and sewer availability and capacity in the area for this development and future projects in the area.**

**Projects On-hold:**

- **Site Plan Reviews:**
  1. Working with Township officials in streamlining site plan reviewing process.
  2. Working with Planning and Zoning/Doug Moen on a potential watermain extension in Sharkey's Supervisor Plat
- **Township Facilities:**
  1. Next step is finalizing consolidated space needs of the new facilities based on information gathered at the Work Session of 11/7/2019.
- **Plat Right-of-way issues/special assessment district:**
  1. Information provided to the Township for further direction.
- **Parks & Recreation Grant Opportunities:**
  1. Assisted the Township in pursuing grants to fund the Parks & Recreation Capital Improvement Plans.... on hold

**Projects Completed:**

- **Phase 1 Water Main assistance:**
  1. Project has been completed in the field.
  2. John Henry Excavating, Inc. has been paid in full.
  3. Funding expired for this work on 12/31/2020.
- **Phase 2 Water Main:**
  1. Project is complete.
  2. Final paperwork was finalized by USDA-RD with reimbursement to Township sent out on 10/1/2020.
  3. Property owners are pursuing water service hookups with assistance as needed.
- **Storm Water User Rate Study:**
  1. User rates completed for Arrow and Mission GAC treatment plants.
- **Sanitary Sewer and Water System Ordinance (including "Policies") Updates:**
  1. Township is currently completing a water rate study.
- **Old Orchard Campground Electrical Upgrades:**
  1. Project is completed and operational.

- **Site Plans:**
  1. Completed re-review of Alcona Health Center Site Plan for 6" fire suppression water line and made recommendations to the Township.
  2. Gallton Oscoda Apartment Project (Perimeter and Georgia) was completed
  3. New Galton Growth Facility site plan reviewed and returned to Township.
  4. Oscoda Apartments/ New Galton Growth Facility/Alcona Health fees have been re-investigated and recommendation to revise has been sent to the Township.

**CHARTER TOWNSHIP OF OSCODA**  
**Superintendent's Report**  
**July 26, 2021**

**ACTION ITEMS**

**Invoice Cloud**

Your packet contains the requested follow up information regarding rate charges for Invoice Cloud from Ms. McGuire. As she has been shepherding this project from the beginning, I would direct the Board to Ms. McGuire for further questions or concerns regarding Invoice Cloud.

*Action: Consider the approval of the Invoice Cloud Payment Processing software and discuss and approve the Treasurer's recommendation of fees to be absorbed by the Township associated with Invoice Cloud.*

**Snowmobile Trailhead Agreement**

Your packet contains a letter dated 7-8-2021 from the Iosco County Parks and Recreation Commission. The proposed renewal of the snowmobile trailhead agreement is up for the last of four potential annual renewal terms. Your packet also contains a copy of the Operating Agreement for your review.

*Action: approval is sought for the Township Supervisor and Township Clerk to execute the last of four renewals (term of 7/1/2021 through 6/30/2022) on the snowmobile trail related operating agreement as previously approved by the County Parks and Recreation Commission.*

**Planning Commission Laptop Purchase (Revisited) –**

At the board meeting on June 28, 2021, a request was made for tablet purchases for the Planning Commission. Upon request by the Board, this item was postponed for more research to find laptops rather than tablets. You will see in your meeting packet, a proposed purchase of 6 laptops, 6 mice and 6 cases through Amazon in the amount of \$2,473.26 to be paid from GL # 101-722-980.000. (Equipment)

*Action: Approve the laptop purchases for the Planning Commission in the amount of \$2,473.26 to be paid for from GL # 101-722-980.000.*

**OOP Equipment Purchase Request**

Your packet contains an email from the Parks and Recreation Director to purchase a new log splitter and 3 buoy's for the swimming area at Old Orchard Park. The cost for the log splitter is \$1,199.99 and 3 buoy's will cost \$ 689.97, totaling \$2,579.93 to be paid out of GL # 509-000-979.000.

*Action: Consider approving the purchase of a new log splitter and (3) buoys totaling the amount of \$2,579.93 to be paid from GL # 509-000-979.000.*

### **Organizational Chart / Chain of Command –**

Your packet contains an organizational chart for the Township to properly document how each employee should be reporting and further provide clarification of responsibility.

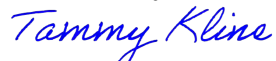
*Action: Consider approval of the Organizational Chart and provide copies to each Department Head to post in their respective offices.*

### **Headhunter Agency / Superintendent RFP –**

As the Township Board has never officially requested to reach out to different consultants for the Superintendent recruitment, I would like to request permission to seek out professional recruitment agencies and proposals.

*Action: Consider approving the Interim Superintendent to reach out to various agencies for recruitment proposals and report back to the Board with findings at the next regularly scheduled Board meeting.*

Respectfully Submitted,



Tammy Kline

Interim Township Superintendent

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**INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF TRUSTEES

**FROM:** JAIMIE MCGUIRE, TREASURER

**SUBJECT:** INVOICE CLOUD FEES

**DATE:** 07/19/21

**CC:** TAMMY KLINE, INTERIM SUPERINTENDENT

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Attached you will find a copy of the proposed fees from Invoice Cloud. Print out from Point n'Pay from the last 3 months of water/sewer payments. And a payment summary from Point 'n Pay for the 2020 taxes.

We process approximately 245 bank checks a month= \$61.25

In Utility billing we have processed 82 e-checks in the past 90 days = \$241.90

For the 2020 tax year we have processed 243 e-checks = \$ 716.85

Bank checks are significantly less for taxes than utility billing, unless we have a bunch they are processed with other checks and no way to quantify them at this point.

I would recommend starting with absorbing fees for:

Online bank direct fees (bank checks) \$ 0.25

E-Check/ACH fee (paying by e-check) \$ 2.95

With an annual review to see how absorbing fees has affected online payments and cost to the Township.

**PAYMENT SUMMARY 2020 TAX YEAR**

	<b><u>CREDIT CARD</u></b>	<b><u>E-CHECK</u></b>	<b>TOTAL</b>
COUNTER	33	0	<b>33</b>
IVR	109	23	<b>132</b>
WEB	843	220	<b><u>1063</u></b>
<b>TOTAL</b>	<b>985</b>	<b>243</b>	<b>1228</b>



# 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 <i>credit card auto 3.5%</i>	\$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	<del>\$15.00</del> <i>free</i>
<b>Online Bank Direct – Online Bank Payment Consolidation (Optional)</b>	
Per Transaction Fee – Charged to Oscoda Township	\$0.25

## Tammy Kline

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**From:** Jaimie McGuire  
**Sent:** Monday, July 19, 2021 12:38 PM  
**To:** Tim Freel  
**Cc:** Tammy Kline  
**Subject:** FW: legal

This is the response I received. Any concerns from either of you?

jaimie

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**From:** Vince Pegurri <VPegurri@invoicecloud.com>  
**Sent:** Monday, July 19, 2021 12:27 PM  
**To:** Jaimie McGuire <treasurer@oscodatownshipmi.gov>  
**Subject:** RE: legal

Hi Jaimie – Thank you for sending over your attorney's notes.

Regarding termination, my Legal Team let me know that Invoice Cloud will not be able to offer a 90-day cancellation option during the first 3-year term, but with at least 90-days' notice Oscoda can cancel the auto-renew.

- We do a lot of up-front work setting everything up for you during implementation and building the integration with BS&A.
- That's totally free of charge, but in order to help you avoid any up-front charges for anything like that, we do ask that you stay with us for the first 3 years.

Regarding "Beta Products," I'm told that sometimes cities and towns ask to get access to features a little early before they're released to everyone.

- Oscoda will not have any Beta Products on your Biller Order Form... so this does not apply to you.

Regards,  
Vince

**Vince Pegurri**  
Account Executive  
Cell: (781) 915-8505



*Innovating the Customer Experience*

This e-mail message and any attachments are only for the use of the intended recipient and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, distribution or other use of this e-mail message or attachments is prohibited. If you have received this communication in error, please notify Invoice Cloud immediately by replying to this message and deleting it from your computer. Thank you.

---

**From:** Jaimie McGuire <treasurer@oscodatownshipmi.gov>  
**Sent:** Monday, July 19, 2021 11:15 AM  
**To:** Vince Pegurri <VPegurri@invoicecloud.com>  
**Subject:** RE: legal

[EXTERNAL E-MAIL]: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Vince,

After reading our Attorney's concerns, we would like to see a 90 day cancellation option during the first 3 year term, if it's going to be 3 years. After that, if it renews, then the existing language should be fine.

Can you also explain what "Beta Products" are?

Thank you,

Jaimie

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**From:** Vince Pegurri <[VPegurri@invoicecloud.com](mailto:VPegurri@invoicecloud.com)>

**Sent:** Monday, July 19, 2021 9:16 AM

**To:** Jaimie McGuire <[treasurer@oscodatownshipmi.gov](mailto:treasurer@oscodatownshipmi.gov)>

**Subject:** RE: legal

Morning Jaimie – Thank you for the update.

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**From:** Jaimie McGuire <[treasurer@oscodatownshipmi.gov](mailto:treasurer@oscodatownshipmi.gov)>

**Sent:** Friday, July 16, 2021 4:42 PM

**To:** Vince Pegurri <[VPegurri@invoicecloud.com](mailto:VPegurri@invoicecloud.com)>

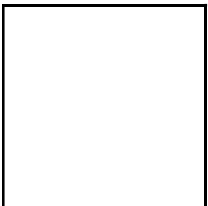
**Subject:** legal

[EXTERNAL E-MAIL]: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello Vince,

I received email from Attorney in regards to agreements, just waiting on approval to forward to you.

Jaimie



▪

**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



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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.

**BILLER TERMS AND CONDITIONS ([www.invoicecloud.com/biller-terms-and-conditions](http://www.invoicecloud.com/biller-terms-and-conditions))**

**1. Definitions.**

The following definitions apply as used in the Agreement and in any Biller Order Form and add on Biller Order Form, now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, the Biller Agreement, any Biller Order Form, add on Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller", "you", or "your" means the Invoice Cloud customer that has executed or agreed to the Biller Agreement, Biller Order Form and Billers Terms and Conditions whether written or submitted online;

"Biller Data" means invoices and bills of the Biller as well as the Content of such invoices and bills;

"Biller Order Form" means the order form referencing the service to be performed by Invoice Cloud and any add on services under any add on Biller Order Form;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement and includes, but is not limited to: (i) failure to issue a refund to a Customer as required; (ii) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim, or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that Invoice Cloud acquired other than from the Biller or Customers;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Go Live Date" means the date on which those invoice types listed on the Biller Order Form are publicly available to Customers for online payment;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto;

"Invoice Cloud" or "we" means Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"IVR" means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

"Network" is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

"Network Fees" means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, ACH and check processors;

"Network Liabilities" means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller's actions, omissions, Transactions or Chargebacks, including without limitation, Biller's failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable Biller Pricing fees and Transactional Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement;

"Payment Instrument Transaction(s)" or "Transaction(s)" means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). "Payment Instrument Transaction(s)" or "Transaction(s)" may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization



code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction;

“Payment Processing Agreements” means the payment and card processing agreements and merchant agreements which Invoice Cloud has directed the Biller to enter into to enable Invoice Cloud to provide the Service;

“Payment Methods” means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Payment Instrument Transactions and listed on the Biller Order Form. From time to time Invoice Cloud may offer Biller new Payment Methods, and, in such event, Invoice Cloud will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes;

“Reserve Account” means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

“Service(s)” means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via [www.invoicecloud.com](http://www.invoicecloud.com) or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under this Agreement.

## **2. Biller's Responsibilities.**

(a) Biller is responsible for all activity occurring under Biller's account(s) and shall abide by all applicable laws and regulations as well as card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller's and/or its customers' 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 shall: (i) notify Invoice Cloud immediately in writing 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 Customers; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; (iv) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (v) modify or make derivative works based upon the Service; (vi) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (vii) reverse engineer or access the Service; or (viii) copy any features, functions or graphics of the Service.

(b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Service or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank Account"). You authorize Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from you in connection with this Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

(c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with your sale Transactions, minus the sum of amounts due from Biller or debited from a Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, (v) delay presentation of refunds until a payment is made to Invoice Cloud of a sufficient amount to cover the negative balance; and (vi) pursue any remedies we may have at law or in equity.

(d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Service, and/or termination of this Agreement.

(e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank, and/or other related circumstances. Biller agrees to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

(f) Biller is required to ensure that it maintains a fair policy in compliance with applicable laws, regulations, and all Network rules with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return or cancellation

policy for the transactions underlying the Payment Instrument Transactions 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, Transactions reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction. 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, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference at <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

(g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transactions represent payment or refund of payment, for a bona fide transaction.
- (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.
- (3) The Transactions do not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.
- (4) The Transactions are free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) Biller has made no representation or agreement for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

**(h) Communications with Customers and Biller Website.**

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Service including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Service. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Service and performing their obligations under this Agreement. Biller represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Service" under the Biller Agreement.

**(i) American Express Compliance only.**

- (1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).
- (2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- (3) Third Party Beneficiary Rights.

- Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addenda (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
  - Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.
- (4) American Express Limitation of Liability. BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

**3. Chargebacks, Fees, Reserve Account, Etc.** If Biller incurs excessive Chargebacks, in Invoice Cloud's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold Invoice Cloud, its licensors and Invoice Cloud's subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees and insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment and credit card processing agreement and merchant agreement, or (vi) relating directly or indirectly to Biller's or its authorized users' use of the Service. Biller represents and warrants that the Biller Bank Account(s) will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

**4. Certain Contractual Terms.** The following only applies to the extent not otherwise addressed in the Agreement:

LIMITED WARRANTY: THE SERVICES ARE PROVIDED "AS IS". ALL EXPRESSED AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED WITH RESPECT TO THE INTEGRATION COMPONENTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST LATENT DEFECTS.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, INVOICE CLOUD'S AND ANY OF ITS AFFILIATE'S TOTAL AGGREGATE LIABILITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL INVOICE CLOUD AND/OR ANY OF ITS AFFILIATES AND/OR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR 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.

To the extent that the Biller's Agreement does not have a Biller indemnification, limited warranty, or limitation of liability clause respectively, or to the extent that there is no Biller Agreement, the clauses in this Section 4 shall apply, control, and be binding on the Biller. Where there is no Biller Agreement, the terms of these Biller Terms and Conditions (and any order forms) shall be the sole and entire agreement between the parties.

## 5 Encrypted Card Readers (Applicable where Card Readers as designated on the Biller Order Form).

Encrypted Card Readers (or Card Readers as described in the Biller Order Form) are provided to the Biller for their use under license fees provided in the Biller Order Form. Invoice Cloud provides to Biller all products on a license basis. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 5 referring to the encrypted card readers):

- Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a product fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's, Reseller's, or any other third party's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and the product manufacturer specifically disclaim any liability or warranty for any product resold in other than manufacturer's original packages, and for products modified, altered, repaired, maintained, or treated by Biller, its customers, and/or any third party. Service on a defective product

may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

- b. The following is the repair and replacement policy for a defective product:

Replacement Requests – Biller shall promptly notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket. Invoice Cloud will update and/or open a new help desk ticket for the product swap replacement request. Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of \$35.00 per device.

Biller has 14 business days to return a device that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time card reader service services may not be provided. Biller further understands and agrees that from time to time card reader service services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of any services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonable prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c. EXCEPT AS PROVIDED IN THIS SECTION 6, INVOICE CLOUD AND THE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND DEVICES ARE OFFERED AND PROVIDED ON AN “AS IS” BASIS.

d. Responsibilities of Biller. Biller is responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, (ii) confidentiality of each End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud (“Biller Transmitted Information”), and Invoice Cloud and the manufacturer will have no liability therefore (provided that the manufacturer will use Biller Information only for purposes of this Agreement). Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

e. Network Security. Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon Invoice Cloud's request, Biller will promptly provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of any device may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the device except by the ordinary wear and tear of such device. In the event of damage to any device, Biller shall notify Invoice Cloud who shall replace or repair the device at Biller's expense.

g. Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to any device until and unless such device is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of the devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of any device(s) or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall promptly reimburse Invoice Cloud for all expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees.

**6. Kiosks (applicable where kiosks that are provided by Invoice Cloud as designated on the Biller Order Form).**

Kiosks (as described in the Biller Order Form) are provided to Biller for use by Invoice Cloud under a license fee provided in the Biller Order Form. Invoice Cloud provides to the products (as defined below) on a license basis. Biller will be fully responsible for all kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with “Products” and “kiosks” in this Section 6 referring to the kiosks and any firmware and software and applicable documentation included with the kiosks and/or Product, as the same may be upgraded, modified, and enhanced from time to time):

a. **License.** Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Products for its Customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the Products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered Products shall not be (a) copied, distributed, modified, translated, adapted or altered, in part or in whole, in any way or (b) decompiled, disassembled or reverse engineered or unbundled from any product nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy, alter, or modify any of the Products or Product packaging or labeling, or combine Products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to either the Products or any other technical or promotional material related to the Products.

b. **Manufacturer Limited Warranty.** Where Invoice Cloud provides kiosks to Biller (as opposed to Biller contracting directly with a third party for the provision of a kiosk), the manufacturer warrants that the Products provided pursuant to this Agreement will materially perform in accordance with the manufacturer’s published specifications. Warranty service is detailed in Section 6(d) below. Should the Product fail to conform to manufacturer’s specifications, repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Product resulting from accident, disaster, unreasonable use, misuse, abuse, the negligence of Biller or any third party, or non-manufacturer modification of the Product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective Product to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY “AS IS” AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.

c. **Term and Effect of Termination.** Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosk is operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller’s convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referenced in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months remaining in the term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer for services or parts procured, and (d) any committed and non-cancellable amounts for equipment, Products or kiosks, purchased by Invoice Cloud as a result of Biller’s order of kiosks.

d. **Warranty Service.** Service may be obtained as follows under the Advanced Exchange and Field Service Warranty from Kiosk.com:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

**Expectations surrounding the scope of the Kiosk.com Advanced Exchange & Field Service Warranty are as follows:**

**i. Advanced Exchange & Field Service Description**

- **Phone and Warranty Parts Shipment Support.** In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
- If replacement part and/or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the Kiosk.com Field Technician Visit to arrive (typically within 24 hours of call receipt).
- Service will be provided pursuant to service level provided in the SLA addendum at [www.invoicecloud.net/sla](http://www.invoicecloud.net/sla)
- No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
- Kiosk.com covers inbound and outbound shipping costs for failed/replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the Biller receives the replacement, the failed part is then returned with the Kiosk.com pre-paid label.

**ii. Exchange Warranty – Out of Scope Items**

- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer’s factory but does not include consigned components, any Biller or customer software application, network connectivity service, custom modifications, or changes made to the system, cleaning, installation, or repositioning of any system.
- Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, and an hourly RMA diagnostic fee of \$125 / hour.

- The most common source of No Defect Found parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping each kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.
- The warranty does not apply to expendable items (i.e., normal wear and tear of external graphics, etc.). Paint damage due to normal wear and tear is not covered under this warranty. Paint damage resulting from manufacturing defects will be covered by this warranty.
- Damage caused by cleaning, neglect, vandalism, physical abuse, or environmental acts of God are not covered under this warranty.

### iii. **Additional Exchange & Field Service Warranty Terms and Conditions**

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Biller, a Customer or any other third party, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday (except national holidays), to be eligible for the next business day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is \$175 /hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service and support until delinquent account payments are settled in full. Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (e.g. public or private telecommunications services or internet nodes or facilities, overall internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, the manufacturer will use commercially reasonable efforts to restore the services in a reasonably prompt fashion. The manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services and modify its software and systems, all of which may result in a change in the manner in which the manufacturer provides the software and systems; provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon, the features and functionality of the product or services.

### h. **Responsibilities of Biller.**

1. Biller will be responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and manufacturer will have no liability therefore. Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.
2. Biller shall be solely responsible for ensuring that Biller's employees and contractors are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) Biller's use of the Network Connection is secure and is used only for authorized purposes, and (b) Biller's business records and data are protected against improper access, use, loss, alteration or destruction.
3. Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, excepted. Biller shall use and ensure that the kiosks are at all times used in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense.

### i. **Personal Property of Invoice Cloud.** Kiosks and all parts and components thereof shall retain its character as personal property

and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller sells, assigns or attempts to sell or assign kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of kiosks or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

## **7. Interactive Voice Response Functionality and Outbound Communications ("IVR")**

a. **License.** For and in consideration for the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

b. **Indemnification.** Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p ) and will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller from and against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or its licensor.

c. **Legal Compliance.** Biller shall comply with all applicable laws, regulations, or other requirements of any governmental authority which relate to or affect this Agreement and the Biller's performance hereunder. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.

d. **No Warranty.** NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or any licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using any IVR service.

8. **Incorporation by Reference into Agreement, Modification.** These Biller Terms and Conditions are incorporated by reference into the Agreement and may be modified by Invoice Cloud with effect from the date of posting at [www.invoicecloud.com/biller-terms-and-conditions](http://www.invoicecloud.com/biller-terms-and-conditions) as a result of changes in applicable law, regulatory requirements, PCI-DSS requirements, card network rules, ACH requirements or card association or payment processor requirements.

## **9. California Consumer Privacy Act of 2018**

All capitalized terms used in this Section 9, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

- a. Invoice Cloud will not Sell Personal Information.
- b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Agreement, or as otherwise permitted by CCPA.
- c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
- d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
- f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
- g. Invoice Cloud certifies it understands the prohibitions in this Section 8 and will comply with them.
- h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 9.

**July 8, 2021**

**Oscoda Township  
Attn: Tammy Kline  
Oscoda, MI 48750**

**Re: Trail Head Agreement with Iosco Parks and Recreation.**

**The Iosco County Parks and Recreation is in the application process for the 2021-2022 snowmobile season.**

**Please consider the one year extension as described in Page 1, Section 1 of the "Operating Agreement". The option period is July 1, 2021 to June 30, 2022.**

**Thank you and if you should have any questions, please feel free to contact me.**

**Respectfully,**

**Signed 7/8/2021  
Mindy J. Schirmer  
Iosco County Parks and Recreation**





**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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July 27, 2021

Iosco County Parks and Recreation  
Commission c/o Mindy Schirmer  
420 W.Lake Street  
Tawas City, MI 48763

Re: Charter Township of Oscoda Snowmobile/ORV Trail Operating Agreement

Dear Ms. Schirmer:

In accordance with Page 1, Section 1 of the enclosed snowmobile trail related "Operating Agreement", Iosco County Parks and Recreation Department and the Charter Township of Oscoda continue to have one extension option period remaining. That option is listed as follows:

1. July 1, 2021 – June 30, 2022

Please accept this letter as formal confirmation that the Charter Township of Oscoda agrees to extend the operating agreement for the period of July 1, 2021 - June 31, 2022. However, it should be noted that the agreement is not applicable to McQuaig Park in Ausable Township as that property is now owned by Ausable Township. Nor is the agreement applicable to the Foote Site Fire Barn property as that parcel is now owned by Iosco County.

If you should have any questions or concerns, please do not hesitate to contact my office.

Tammy Kline  
Interim Township Superintendent

## **OPERATING AGREEMENT**

NOW COMES the CHARTER TOWNSHIP OF OSCODA, hereinafter referred to as “TOWNSHIP”, whose address is 110 South State Street, Oscoda, Michigan 48750, being duly authorized to enter into this Agreement, who hereby contracts with and enters into the following covenants as set forth below with the IOSCO COUNTY PARKS AND RECREATION DEPARTMENT, hereinafter referred to as “COMMISSION”, whose address is c/o Iosco County Board of Commissioners, P.O. Box 778, Tawas City, Michigan, 48764, who by and through their signatories as set forth below, and being duly authorized on behalf of said COMMISSION to enter into this Agreement, for the following reason; hereby agree to lease for the purposes of: Maintaining and having the general use of the property depicted on Exhibit “A” attached hereto, as a snowmobile trailhead, so as to better facilitate the ultimate use of existing and connecting snowmobile trails to the property so described, with said trailhead being located on TOWNSHIP property, and further, to be responsible for all liabilities that may be associated therewith.

1. The length of this Agreement is from: July 1, 2018, to June 30, 2019. Furthermore, there shall be three (3) additional renewals allowed, for each successive year after the completion of the seasonal use as set forth above.

2. The consideration for this Operating Agreement is One Dollar and 00/100 (\$1.00), and other valuable consideration.

3. Furthermore, COMMISSION assumes use of the premises in an “as is” condition.

4. COMMISSION shall be restricted from removing any trees without the prior written approval of the TOWNSHIP.

5. This is a non-exclusive grant relating to the intended use of the property by the COMMISSION.

6. This agreement is not assignable by either party hereto, and COMMISSION shall commit no waste upon the premises.

7. Furthermore, COMMISSION must comply with all laws, rules and regulations of the federal, state and/or local government, as well as any rules and regulations reasonably promulgated by the TOWNSHIP.

8. COMMISSION shall not construct any fencing or any signing unless it is with the prior written approval of the TOWNSHIP.

9. COMMISSION shall be responsible for any necessary improvements, so as to maintain said snowmobile trailhead area, subject to the authority and approval of TOWNSHIP.

10. COMMISSION shall be responsible for any real and/or personal property taxes, or increases as a result of any improvements made to said property that forms the subject matter of this agreement.

11. COMMISSION shall be responsible for maintaining insurance coverage on the property in the amount of \$500,000.00 for property damage, \$1,000,000.00 for bodily injury per occurrence, and \$2,000,000.00 aggregate, with the TOWNSHIP to be the additional named insured thereon. Furthermore, if this insurance is canceled, the policy shall provide for notice thirty (30) days in advance of same, to be mailed by registered mail, to the TOWNSHIP, at the address as stated above, and in the event of cancellation, this agreement shall be immediately terminated, however any remaining responsibilities of COMMISSION shall be preserved.

12. There must be thirty (30) days notice given by certified or registered mail, return receipt requested, addressed to TOWNSHIP at the address as stated above if COMMISSION wishes to terminate this agreement.

13. That this agreement may be canceled by TOWNSHIP at any time if in fact the actual use of the trailhead as generally referred to herein are being used in a manner inconsistent with the terms of this agreement, and are being utilized by snowmobile riders beyond the designated trails.

14. COMMISSION agrees that it is and shall provide for a legal entity governing its participation in this Agreement for the duration of same, by establishing a membership basis non-profit corporation all in compliance with Public Act No. 161 of 1911. It is the intent of both parties that said Public Act shall be fully complied with by COMMISSION.

15. Maintenance and general management of the trailhead area and maintaining same so as to be capable of being used as a snowmobile trailhead, shall lie within the sole control of COMMISSION. All activities resulting therefrom shall be carried out for the welfare and benefit of the public, including its recreational and/or health interest. However, TOWNSHIP shall be able to use, rent, or otherwise use this area, but not in conflict with any obligations as set forth within this Agreement. Further, said TOWNSHIP pursuant to Public Act 161 of 1911, may revoke by vote of its Board of Trustees if it is determined that it is in the public benefit to do so, any obligations and/or agreements hereby entered into.

16. There is no ownership interest transferring from TOWNSHIP to COMMISSION as a result of this Agreement.

17. From time to time TOWNSHIP policies may be enacted and/or modified such so as to affect the provisions of this Agreement, and when same occurs, this Agreement shall be subject to those policies, and this Agreement hereby and as a result therefrom, shall be amended to accommodate such enactment and/or change.

18. Said TOWNSHIP'S participation in any facet of COMMISSION'S involvement and exercise of rights and obligations as set forth herein, shall be strictly on a non-profit basis in order to assist said association to maintain this general welfare purpose for the recreational interest of the public.

19. COMMISSION agrees to keep the premises in a clean orderly condition and in compliance with all local, state and federal laws governing not only the condition of the premises, but the operation of any activity thereon and as generally allowed by this Operating Agreement. This obligation relates to the responsibilities for cleaning up the premises before and after any events or activities to be held thereon. TOWNSHIP shall be responsible for clean-up at all other times. In otherwords, COMMISSION agrees to assume the responsibilities for cleaning up relative to any activities attributed to it and its operation and holding of events on the premises, but general clean-up at other times shall be assumed by the TOWNSHIP.

20. It is understood that any improvements made to said premises by COMMISSION, upon the expiration of any right of said COMMISSION pursuant to this Agreement, shall remain in the possession of and be owned by the TOWNSHIP.

21. It is understood that any activities by COMMISSION upon said premises, and approved by TOWNSHIP, shall be the complete responsibility of the COMMISSION, including but not limited to staffing, funding, provision of materials, and etc. Any plans or any improvements to the property as set forth above so as to enable and/or further the purpose for which this Agreement is being entered into, shall be approved, pre-construction, by TOWNSHIP.

22. COMMISSION agrees to identify and hold the TOWNSHIP harmless of any and all claims arising from the two parties entering into this Agreement, including but not limited to reimbursement for expended attorney fees or other administrative expenses, as well as, and including, but not limited to any assessment of damages, fines, penalties or other costs.

23. Both parties agree that in the execution of their rights and responsibilities pursuant to this Operating Agreement, neither party shall discriminate for or against any person based upon race, sex, age, creed, color, religion, national origin, disability or other prohibitive classification.

24. No commercial use of the property being offered by TOWNSHIP shall be allowed without prior approval of TOWNSHIP, nor shall there be any subletting of any concessions or any



other services to be provided without pre-approval by TOWNSHIP.

25. COMMISSION shall upon termination of this lease remove all posts, signs, and other improvements placed along said trails by COMMISSION.

#### MISCELLANEOUS PROVISIONS

1. If one paragraph of this Operating Agreement is found to be invalid, the remaining paragraphs shall remain in full force and effect.

2. This Operating Agreement is a full integration of all understandings of all parties hereto. Further, there are no other understandings of the parties, unless they are contained herein.

3. This Agreement binds all heirs, successors and assigns of both parties hereto.

4. No modification of this Agreement shall be entered into pursuant to this Agreement, unless same is reduced to writing.

5. Jurisdiction relative to enforcing any rights, obligations, or liabilities that derive from this Operating Agreement, shall be the jurisdiction serving Iosco County, State of Michigan.

6. Any notices that need to be sent to any party hereto, shall be sent to the addresses as stated above.

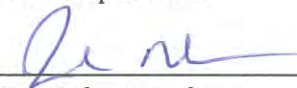
CHARTER TOWNSHIP OF OSCODA  
"TOWNSHIP"

Dated: 29 June 2018



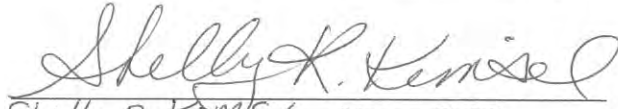
By: Aaron Weed  
Its: Supervisor

Dated: 6-29-18



By: John Nordeen  
Its: Clerk

SUBSCRIBED AND SWORN to before me, a Notary Public, this 29 day of JUNE, 2018.



Shelly R. Kinsel, Notary Public

Iosco County, Michigan

My Comm. Expires: 12/09/2023

IOSCO COUNTY PARKS AND RECREATION  
DEPARTMENT

“COMMISSION”

Dated:

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

Its: \_\_\_\_\_

Dated:

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

Its: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_, Notary Public

Iosco County, Michigan

My Comm. Expires: \_\_\_\_\_

DRAFTED BY: Robert J. Eppert, Attorney at Law, P.O. Box 426, 1144 West Lake  
Street, Tawas City, Michigan 48764

[SIGN IN](#)[SHIPPING & PAYMENT](#)[GIFT OPTIONS](#)[PLACE ORDER](#)

## Review your order

### Important message

If tax exemption is applied to this order, you acknowledge your tax exemption certificate may be provided to any marketplace seller you purchase from when applicable.

### Place your order

By placing your order, you agree to the [Amazon Business Accounts Terms and Conditions](#) and Amazon's [privacy notice](#).

### Group

**Charter Township of Oscoda**[Change](#)**Payment method** [Change](#)

Pay by Invoice

**Promotional Codes:**

Enter Code

Apply

### Shipping address

[Change](#)

Tammy Kline  
110 S STATE ST UNIT 1  
OSCODA, MI 48750-1626  
United States  
Phone: 9897394971  
[Ship to multiple addresses](#)

### Order Summary

Items (19):	\$2,460.01
Shipping & handling:	\$13.25
Total before tax:	\$2,473.26
Estimated tax to be collected:*	\$0.00

**Order total: \$2,473.26**[How are shipping costs calculated?](#)

## Business order information

[Change](#)**PO number**

No value entered

### Items shipped from Amazon.com

**Delivery: July 27, 2021** If you order in the next 11 hours ([Details](#))

**Alapmk Protective Case Cover For 14" HP EliteBook 840 G5 G6/EliteBook 745 G5 G6/ZBook 14u G5 G6 Laptop(Note:Not fit EliteBook 840 745 G4 G3 G2 G1/ZBook 14u G4/ZBook 14 G2/ZBook 14 G1),Black**  
**\$22.99 & FREE Returns**  
**Quantity:** 6 [Change](#)  
Sold by: shengsheng-USastore

[Add a gift receipt](#)

and see other gift options

Tax Exemption Applied. [Remove](#)

### Choose a delivery option:

- ☐ **Monday, July 26 and Tuesday, July 27**  
FREE Shipping
- ☒ **Monday, July 26 and Tuesday, July 27**  
\$13.25 - Shipping

**Delivery: July 26, 2021** If you order in the next 11 hours ([Details](#))

**Wireless Mouse, Vssoplor 2.4G Slim Portable Computer Mice with Nano Receiver for Notebook, PC, Laptop, Computer-Black and Sapphire Blue**  
**\$8.99 & FREE Returns**  
**Quantity:** 6 [Change](#)  
Sold by: vive comb

[Add a gift receipt](#)

and see other gift options

Tax Exemption Applied. [Remove](#)

**Logitech M510 Wireless Computer Mouse for PC with USB Unifying Receiver - Graphite**  
**\$19.99 & FREE Returns**  
**Quantity:** 1 [Change](#)  
Sold by: Amazon.com Services LLC  
Gift options not available.



Item arrives in packaging that shows what's inside and can't be hidden. If this is a gift, consider shipping to a different address.  
Tax Exemption Applied. [Remove](#)

Items shipped from IT Supply Guy

**Estimated delivery: July 26, 2021 - July 28, 2021**



HP EliteBook 840 G3 Laptop 14"  
HD Display, Intel Core i5-6300U  
2.4Ghz, 256GB SSD, 16GB DDR4  
RAM, Webcam, WiFi, Windows 10  
Pro (Renewed)

**\$374.69**

[Quantity](#) [Price](#)

**Quantity:** 6 [Change](#)

Sold by: IT Supply Guy

 Gift options not available.

Tax Exemption Applied. [Remove](#)

Choose a delivery option:

☐ **Tuesday, July 27 - Thursday, July 29**  
FREE Shipping

☒ **Monday, July 26 - Wednesday, July 28**  
FREE Shipping

Place your order

By placing your order, you agree to the [Amazon Business Accounts Terms and Conditions](#) and Amazon's [privacy notice](#).

\*Why has sales tax been applied? [See tax and seller information](#)

Do you need help? Explore our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado, Louisiana and Puerto Rico Purchasers: [Important information regarding sales tax you may owe in your State](#)

Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply. See Amazon.com's [Returns Policy](#)

Go to the [Amazon.com homepage](#) without completing your order.

[Conditions of Use](#) | [Privacy Notice](#) © 1996–2020, Amazon.com, Inc.

## Tammy Kline

---

**From:** oop manager  
**Sent:** Monday, July 12, 2021 2:51 PM  
**To:** Tammy Kline  
**Subject:** equipment for the campground

Hello Tammy,

I would like to order one (1) log splitter as ours is over twelve years old and worn out. (The park splits its own wood here and sells it to campers)

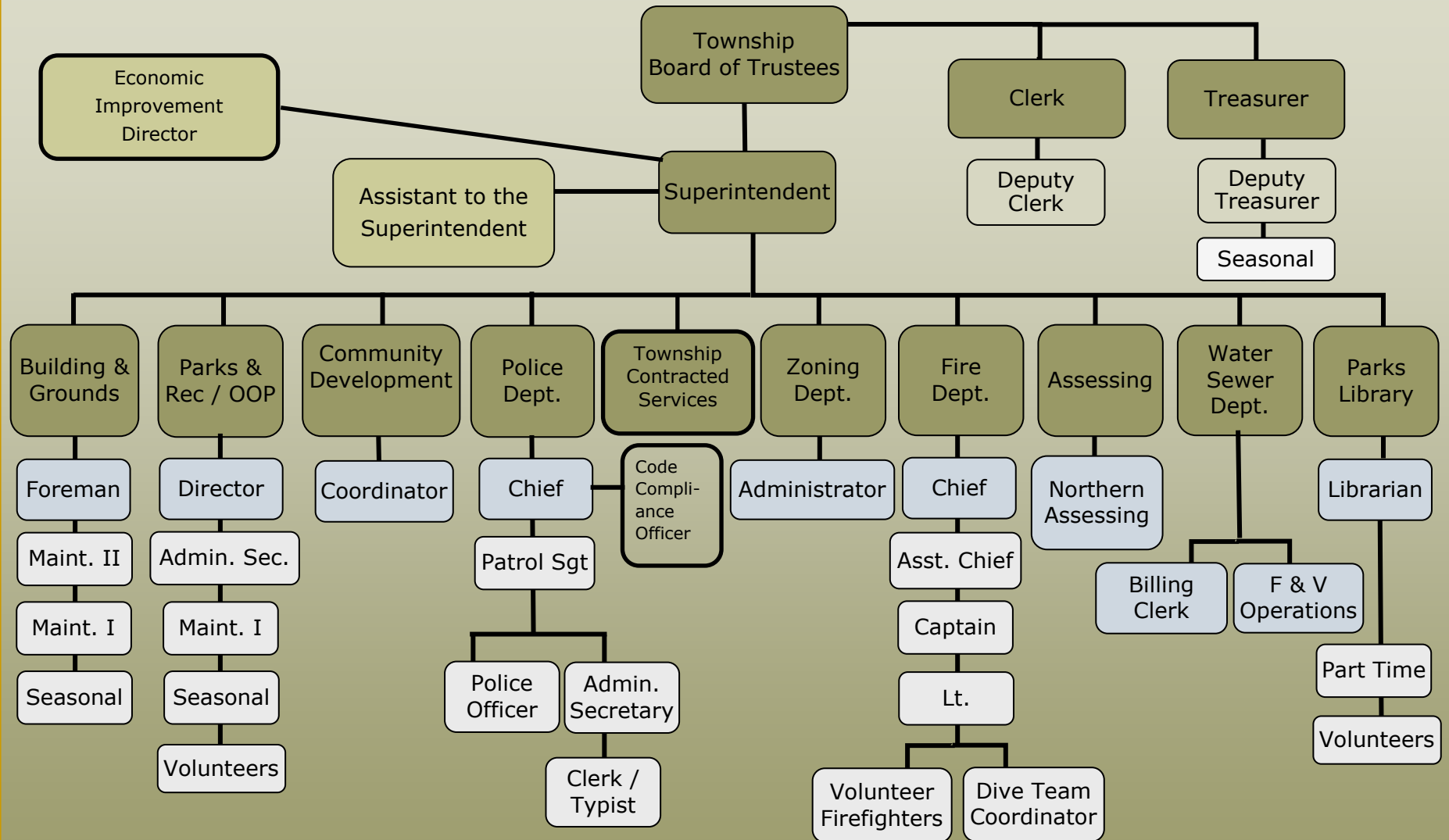
I would also like to purchase three (3) buoys for our swimming area, the buoys we have are just beat up and need to be replaced.

[Taylor Made Sur-Mark II Regulatory Buoy with Label | Overton's \(overtons.com\)](#) **\$689.97**

[CountyLine 25 Ton Log Splitter with Kohler SH265 6.5HP Engine, 126151799 at Tractor Supply Co.](#) **\$1,199.99**

In my Line item **509-000-979.000** I have **\$3,500.00** and the total For a total these items comes to **\$2,579.93**

# Charter Township of Oscoda Organizational Chart





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 2021-23

### A RESOLUTION TO STATE THAT THE OSCODA BEACH PARK IS A NON-DISPOSABLE PROPERTY AND THAT IT WILL REMAIN IN PUBLIC USE AS THE OSCODA BEACH PARK

**Whereas**, the Charter Township of Oscoda, supports making the Oscoda Beach Park a Non-Disposable property, and

**Whereas**, the Oscoda Beach Park will remain in Public Use as the Oscoda Beach Park, and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Charter Township of Oscoda has declared by resolution that the Oscoda Beach Park is non-Disposable.

**BE IT FURTHER RESOLVED THAT**, the Charter Township of Oscoda Board must vote unanimously to change the Disposition of the Oscoda Beach Park in the future.

**BE IT FURTHER RESOLVED THAT**, the Charter Township of Oscoda commits to keeping this as the Public Oscoda Beach Park for current and future generations.

Moved by: Choose an item.

Supported by: Choose an item.

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

Nays: None

Absent: None

Adopted this 26th day of July 2021.

#### 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: 7/26/2021

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



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

## Resolution Number 2021-24 Regarding Millage Rate

**Whereas**, the Charter Township of Oscoda has held a public hearing on July 26, 2021 for the purpose of receiving testimony and discussing an additional millage rate of 0.0409 mills, which would restore its maximum allowable millage rate for the general operating fund according to the General Property Tax Law, Sec. 211.24e.

**Now, therefore be it resolved**, that the Charter Township of Oscoda will levy its maximum authorized millage rate of 4.6908 mills for the 2021 levy for the general operating fund.

**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

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



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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## **Resolution Number 2021-25**

### **Oscoda Charter Township Board Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test**

**WHEREAS**, the General Property Tax Act, MCL 211.7u, states that the principal residence of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under the General Property Tax Act; and

**WHEREAS**, a township board is required by MCL 211.7u to adopt guidelines for the poverty exemption;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, pursuant to MCL 211.7u, that Oscoda Charter Township, Iosco County, adopts the following guidelines for the supervisor and board of review to implement.

The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household.

To be eligible for exemption under this section, a person must do all of the following on an annual basis.

1) Own and occupy as a principal residence the property for which an exemption is requested. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the state tax commission with the local assessing unit.

2) File a claim with the board of review on a form prescribed by the state tax commission and provided by the local assessing unit. The application, including the supplemental asset test information form, must be completed in its entirety and submitted after January 1<sup>st</sup>, but before the day prior to the last day of the local units' December Board of Review. Applicants must submit the following information for all persons residing in the principal residence.

- a.) Federal and state income tax returns, including any property tax credit returns, filed in the immediately preceding year or in the current year. For any persons residing in the principal residence who are not required to file Federal and/or state income tax returns in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year, and an affidavit in a form prescribed by the state tax commission must be provided in place of the federal or state income tax return.

b.) Proof of gross annual income from all sources as defined by the Bureau of Census.

c.) Last three (3) months bank statements

3) Produce a valid driver license or other form of identification if requested by the supervisor or board of review.

4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.

5) Meet the federal poverty income guidelines as defined and determined annually by the United States Office of Management and Budget.

6) Meet additional eligibility requirements as determined by the township board, including all parts of the following asset test:

a.) Must not have assets which total more than \$30,000, excluding the principal residence with maximum five (5) acre footprint, the residence furnishings and equipment and the cash value of one automobile.

b.) Liquid assets must be less than four times the amount of the current annual property tax obligation.

c.) Must not own or be purchasing other real estate, excluding the principal residence.

7) Applications must be returned in person to the Assessor Office and the applicant's signature must be witnessed by the Assessing Officer or Board of Review. Individuals with disabilities may contact the Assessor's Office to make necessary arrangements for assistance.

8) Applications may be reviewed by the Board of Review without the applicant being present. However, the Board may request that an applicant be present to respond to any questions the Board or Assessor may have. This means you may be called to appear on short notice.

**BE IT ALSO RESOLVED**, that the board of review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

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



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 2021-26

### A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS

**WHEREAS**, the Charter Township of Oscoda wishes to construct improvements to its existing wastewater treatment and collection system; and

**WHEREAS**, the wastewater system improvements project formally adopted on June 22, 2020 will be funded through Michigan's Clean Water State Revolving Fund; and

**WHEREAS**, the Charter Township of Oscoda has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$5,336,800 from RCL Construction Co., Inc.; and

**WHEREAS**, the project engineer, Rick Freeman, P.E., has recommended awarding the contract to the low bidder.

**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of Oscoda tentatively awards the contract for construction of the proposed wastewater system improvements project to RCL Construction Co., Inc., contingent upon successful financial arrangements with the Clean Water State Revolving Fund.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by  
\_\_\_\_\_ (the governing  
body of the applicant) on \_\_\_\_\_.

BY:

\_\_\_\_\_  
Name and Title (please print or type)

\_\_\_\_\_  
Signature Date

**CHARTER TOWNSHIP OF  
OSCODA**

**Zoning Department**

## **Memo**

**To: Board of Trustees**

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

**Date: July 26, 2021**

**Re: Commercial Marihuana Facilities Ordinance and Criteria Score Sheet**

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>. I am asking for the Board to rescind the motion from 7/12/2021 and make a new motion to approve the ordinance with the change requested by the board (adding zoning districts) and another change that was necessary to make. Section 1.4 D needed rewritten to allow applicants to apply to the Township while only holding a Pre-Qualification Status with the State. The criteria score sheet is for my office to use if I have more applicants than available licenses.

Thank you,

Nichole Vallette



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

Type of Facility	Number Allowed
Marihuana Grower Type A (Up to 100 plants)-	Unlimited Allowed in Zoning Districts: <b>I, WI and AG</b>
Marihuana Grower Type B (Up to 500 plants)	Unlimited Allowed in Zoning Districts: <b>I, WI and AG</b>
Marihuana Grower Type C (Up to 2,000 plants)	Unlimited Allowed in Zoning Districts: <b>I, WI and AG</b>
Marihuana Secure Transporter	Unlimited Allowed in Zoning Districts: <b>I and WI</b>
Marihuana Processor	Unlimited Allowed in Zoning Districts: <b>I and WI</b>
Marihuana Safety Compliance Facility	Unlimited Allowed in Zoning Districts: <b>B-2, WB-3, I and WI</b>
Marihuana Provisioning Center	Two Allowed in Zoning Districts: <b>B-2, WB-3, I and WI</b>
Marihuana Recreational Retailer	Two Allowed in Zoning Districts: <b>B-2, WB-3, I and WI</b>
Designated Consumption Establishments	Zero (0)

Zoning Districts; I-Industrial, WI- Wurtsmith Industrial, WB-3-Wurtsmith Business, B-2-General Business District, AG- Agricultural

- 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 forth 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 a Marihuana Adult Use Establishment license, an applicant, to be eligible for this license, must have complied with applicable Township regulations and be issued prequalification status for such license by the State of Michigan's Marihuana Regulatory Agency.
- 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 Township 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 Township Planning & 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 & 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 & 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 & 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 & 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 & Zoning Director may, at his 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 & 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 & 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 & 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 REQUIRMENTS**

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 and Agricultural Districts 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 and Agricultural Districts.
- 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 & 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

1= Weak, 2=Good, 3=Strong	Score	Weighted Score
<b>Qualifications of Applicant</b> <i>10 Points</i>	<input type="text"/> 1 <input type="text"/> 2 <input type="text"/> 3	
<b>Ability to Operate</b> <i>30 Points</i>	<input type="text"/> 1 <input type="text"/> 2 <input type="text"/> 3	
<b>Economic Impact</b> <i>20 Points</i>	<input type="text"/> 1 <input type="text"/> 2 <input type="text"/> 3	
<b>Building Design/Neighborhood Impact</b> <i>10 Points</i>	<input type="text"/> 1 <input type="text"/> 2 <input type="text"/> 3	
<b>Progressive Plans</b> <i>30 Points</i>	<input type="text"/> 1 <input type="text"/> 2 <input type="text"/> 3	
Applicant: _____ Scorer: _____	Date: _____	Total:

Ann Richards, Oscoda Township Supervisor

110 State Street

Oscoda Township, MI 48750

Dear Ann,

I am interested in joining the ZBA board or the Planning Commission. Could you place me where a member is needed most?

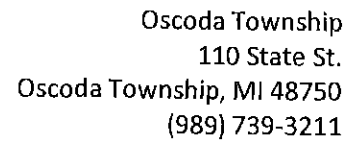
Thank you for your consideration,

Cindy Schwedler

Cindy Schwedler

4680 Lindholm Dr.

Oscoda, MI 48750



<b>Name of Board or Commission for which you are applying:</b> Planning Commission	
<b>Name:</b> Cynthia Schwedler	
<b>Home Address:</b>  4680 Lindholm Drive	<b>Work Address:</b>  116 N. State
<b>Home Phone:</b> 989-305-7475	<b>Work Phone:</b> 989-305-7475
<b>Cell Phone:</b> 989-305-7475	<b>Email:</b> ccschwedler@gmail.com
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" type="checkbox"/> Email	
Residency is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? 37	

**Describe any experiences that led to your desire to serve the community.**

I served on the DDA in the 1980's and enjoyed the experience of seeing the design of the Dwight Street project come to be.

**Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.**

I like research and design. My background is in custom picture framing, art and engineering tech. I worked in the engineering field in this area for 5 years and had my own custom picture framing business for 6. I would like to become more involved with the community and serving on a board seems like a good way to do that.



Oscoda Township  
110 State St.  
Oscoda Township, MI 48750  
(989) 739-3211

**Employment:** List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
April 2017 to present	Truly Yours Custom Picture Framing 116 N. State Street Oscoda, MI 48750	Picture Framer	I manage the frame shop.
November 2013 to February 2017	Kalitta Air Maintenance 5063 Skyway St. Oscoda, MI 48750	Engineering Liaison	Worked in the engineering office, designed repairs and planned cargo loads
May 2011 to February 2013	Tawas Tool 980 Aulerich Road Tawas, MI 48730	Engineering Tech	Designed the tools that cut gears

**Education:** List your most recent relevant educational experiences. Please include any sessions, seminars, experience, and technical training.

Educational Institution/School/Association	Certificate/Degree Received	Area(s) of Study
Alpena Community College, graduated 2011	Associates in CAD and Engineering Tech	CAD and Engineering Tech
Larson-Juhl Picture Framing Seminar taken in 2000	Certificate of completion	Custom Picture Framing

**Supplemental Information:** Please review the attached "Boards and Commissions Application Attachment" for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat.

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**Truth and Accuracy:** I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

  
Applicant's Signature

7-12-21  
Date

Return completed forms to:

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110 State St.  
Oscoda Township, MI 48750  
(989) 739-4971  
[Clerk@OscodaTownshipMI.gov](mailto:Clerk@OscodaTownshipMI.gov)



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## Boards and Commissions Application Attachment

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- ☐ Grant writing
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### Zoning Board of Appeals

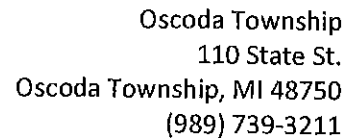
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- ☐ Property Maintenance/Management
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<b>Name of Board or Commission for which you are applying:</b> ZBA	
<b>Name:</b> Cynthia Schwedler	
<b>Home Address:</b>  4680 Lindholm Drive	<b>Work Address:</b>  116 N. State
<b>Home Phone:</b> 989-305-7475	<b>Work Phone:</b> 989-305-7475
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Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" type="checkbox"/> Email	
Residency is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? 37	

<b>Describe any experiences that led to your desire to serve the community.</b>
I served on the DDA in the 1980's and enjoyed the experience of seeing the design of the Dwight Street project come to be.

[illegible]





Oscoda Township  
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Oscoda Township, MI 48750  
(989) 739-3211

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**Truth and Accuracy:** I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

Return completed forms to:

Oscoda Township Clerk  
110 State St.  
Oscoda Township, MI 48750  
(989) 739-4971  
[clerk@OscodaTownshipMI.gov](mailto:clerk@OscodaTownshipMI.gov)



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## Boards and Commissions Application Attachment

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- ☐ Downtown Development
- ☐ Grant writing
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Oscoda Township  
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(989) 739-3211

A separate application is required for each board or commission you wish to join. Applications remain active for one year from the date of submittal. Resumes are encouraged and may be attached to your completed application.

Name of Board or Commission for which you are applying: <u>OSCODA TOWNSHIP PLANNING COMMISSION</u>	
Name: <u>ROBERT TAZOR</u>	
Home Address: <u>3534 HILLCREST DR.</u> <u>OSCODA, MI 48750</u>	Work Address: <u>HOME</u>
Home Phone: <u>989-569-6177</u>	Work Phone:
Cell Phone: <u>989-274-5301</u>	Email: <u>Rtazor1@gmail.com</u>
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" type="checkbox"/> Email	
Residency is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? <u>8 YRS</u>	

Describe any experiences that led to your desire to serve the community.

BY NATURE I HAVE ALWAYS BEEN INVOLVED IN MY COMMUNITY THROUGH VOLUNTEER WORK IN SCHOOL FUNCTIONS, SOCIAL AND GOVERNMENTAL POSITIONS. MY TRAINING THROUGH MY EMPLOYMENT OPPORTUNITIES HAS ALLOWED ME TOO CARRY THIS KNOWLEDGE AND TALENTS TO BETTER SERVE MY COMMUNITY. SEE RESUME ATTACHED

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.

- MY EMPLOYMENT TRAINING WITH GM HAS GIVEN ME EXPERTISE IN AREAS OF FACILITATION, PROBLEM SOLVING, TEAM BUILDING AND NEGOTIATIONS. MY INVOLVEMENT WITH THE LIONS CLUB HAS ENCOURAGED MY SENSE OF SERVING MY COMMUNITY. MY MEMBERSHIP IN THE MICHIGAN ASSOCIATION OF PLANNERS HAS EDUCATED ME IN PROPER AND PROVEN PLANNING METHODS RELEVANT TO TODAY'S MODERN TECHNIQUES.
- PAST EXPERIENCE AS FOLLOWS:
- OSCODA TWP VICE CHAIRPERSON PLANNING COMMISSION
  - CHAIRMAN OF ORDINANCE REVIEW SUB COMMITTEE OF THE OSCODA TWP PLANNING COMMISSION
  - TOSCO COUNTY HOUSING COMMISSIONER
  - PAST PRIMARY MEMBER OF RESTORATION ADVISORY BOARD
  - CHAIRMAN / EXECUTIVE PRODUCER OF OSCODA ROCKIES
  - PAST PRESIDENT OF OSCODA LIONS CLUB
  - DISTRICT 11-P2 LIONS CLUB CABINET MEMBER



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## Boards and Commissions Application Attachment

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- ☒ Real Estate/Development/Law

3534 Hillcrest Dr  
Oscoda, Mi 48750  
989-274-5301  
[RTaz01@gmail.com](mailto:RTaz01@gmail.com)

Greetings Ann, I would like to submit my resume for consideration for the position of Oscoda Township Planning Commission.

Thank You

**Robert A. Tasior**

---

## SKILLS

- 31yr Employee of GM/Delphi
- Trained in team building
- Problem Solving certified
- Team Facilitator certified
- Team Arbitration Specialist
- Team Coordinator
- Safety Auditor/Coordinator
- ISO/QS9000 Auditor
- GM10 Programs Trainer
- Press Major/Diesetter
- Department Coordinator
- Jobsetter
- Inventory Build Specialist
- Machine Operator
- Hazmat trained
- Harness/Rigger certified
- Overhead Crane certified.

## EXPERIENCE

- Oscoda Planning commission vice chairman
- Chairperson of Planning Commission Subcommittee
- Presently Iosco County Housing Commissioner
- Oscoda Lions Club Past President/4 yrs Executive Board
- Lions District 11E2 Membership Coordinator
- Primary Member of Restoration Advisory Board (2020 Resigned)
- Member of NOW Group
- Chairperson and Producer of Oscoda Rock Fest
- I have experience in chairing Planning Commission meetings including public hearings.

- I have chaired and overseen the writing of new ordinances including the Medical Marijuana Ordinance presently in use in Oscoda Township. The Vacant Building Ordinance, the Sign Ordinance and the Food Vending Ordinance.

## EDUCATION

- UAW/GM training in several areas.
- QS9000 ISO 9000 Auditor
- Demming Problem Solving Ten Step certified
- Jurrand Statistical Process Control certified
- UAW Health and Safety representative
- Michigan Association of Planners member (MAP's)
- Michigan Association of Planning certified in Site Plan Review
- Certified in Zoning and Planning Essentials
- Certified Master Plan sessions courses
- Managing Risk workshop
- Coastal Community sessions
- Several Michigan Township Association workshops.
- Several MEDC training sessions
- Michigan Association of Planners courses in Affordable housing, Masters Planning, 165 Ordinance, code compliance, best practices, ethics, Form based code, opportunity zones, coastal community zones, resilient community planning.

Thank you for your consideration.



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Name of Board or Commission for which you are applying: <u>PLANNING COMMISSION</u>	
Name: <u>ANN VICTORIA "VICKI" HOPCROFT</u>	
Home Address: <u>409 W. River Rd., Oscoda, MI</u>	Work Address: <u>P.O. Box 372, Oscoda, MI</u>
Home Phone: <u>989-630-3792</u>	Work Phone: <u>989-362-3792</u>
Cell Phone: <u>989-630-3792</u>	Email: <u>hopcroftkw@gmail.com</u>
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" type="checkbox"/> Email	
Residency is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? <u>last 10 years; and born/raised here 1950-68</u>	

Describe any experiences that led to your desire to serve the community.

please see attached "Experiences"

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.

please see attached "Background"





Oscoda Township  
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**Employment:** List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
3/2012 - present	HOPCROFT LAW PLC	Attorney, Manager	Law Practice
~ 1995 - 2011 Nevada City, CA	Museum of Ancient and Modern Art	Chair, Board of Directors	Administra- tion, Exhibits, Events, Auctions
1989 - 2011	Ann Victoria Hopcroft, Attorney at Law	Attorney Penn Valley, California	Law Practice. Contracts, immi- gration, non- profits

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Building Michigan Communities Conference	certificate	Housing - Michigan
Institute for Continuing Legal Education, Ann Arbor, MI	certificates (numerous, ~35 credits per year)	Elder Law Estate Planning

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Applicant's Signature

Date

7-17-2021

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- ☐ Landscape Architecture
- ☒ Property Maintenance/Management
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## Experience

### **Ann Victoria Hopcroft**

Attorney

hopcroftlaw@gmail.com

P.O. Box 372

Oscoda, Michigan 48750

989-630-3792

FAX 989-764-5900

- 
- 43 years of legal experience including county level land use, planning, zoning and hearing counsel to Denver-area county commissioners, Adams County, Colorado

- Education

**University of Detroit Mercy School of Law**

JD, Real property, appellate advocacy, legislative drafting, 1975 - 1978

*3<sup>rd</sup> Place, American Bar Association National Appellate Advocacy Competition, Order of Barristers, Real Property Book Award*

**Michigan State University**

BA, Psychology, anthropology, history. 1968 – 1972; Journalism

*Recognized by White House for Community Development Volunteerism*

**Oscoda Area High School**

Diploma, college prep. 1964 – 1968

*Student body president, cheerleading captain, "Most Active"*

- Local Relevant Experience

**Vice President ABWA**

**Northeast Charter Chapter Sunrise ABWA, Oscoda, Michigan**

2013 - present

**Secretary**

**Oscoda – AuSable Chamber of Commerce**

2013 – present

**Area Director**

**Special Olympics Michigan Area 31**

2013 – 2020

## Background

### **Ann Victoria Hopcroft**

Attorney

hopcroftlaw@gmail.com

P.O. Box 372

Oscoda, Michigan 48750

989-630-3792

FAX 989-764-5900

I grew up in Oscoda and graduated high school here, then went to Michigan State for undergrad and U of D for law school, practicing in first Colorado, then California, before returning to my Hometown in 2011.

Having lived in and/or visited many of the most beautiful places in the USA, I KNOW that Oscoda is among the best-endowed naturally speaking and it has always perplexed me that the development has not been commensurate.

Oscoda deserves the harmonious development and prosperity which serves both our old-timers and our more progressive citizens.

I am a professional fine artist as well and have been the chair of a fine-art museum in California, and was chosen as an artist to exhibit at the Jazz Heritage Museum in San Francisco, all by way of suggesting that I would advocate a beautiful, aesthetic development of our town.



# OSCODA













Submitted to

*Oscoda Charter Township*



Operating Report for  
January – March 2021







July 12, 2021

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

**SUBJECT: Oscoda Township O&M Report for January – March 2021**

Dear Ms. Kline:

F&V Operations and Resource Management, Inc. is pleased to submit a summary of our operations in the Charter Township of Oscoda for the first quarter of 2021. If you have any questions or comments regarding the information in this report, please feel free to contact us.

**F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.**

A handwritten signature in blue ink that reads "Douglas B. Moen".

Douglas B. Moen  
Project Manager

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

Catherine A. Winn  
Regional Manager | Associate

Enclosures:

- Operations & Maintenance Summary
- Work Order Totals
- Maintenance Cap Expenditures
- Lagoon Discharge Data

4466 McNichol Avenue  
Oscoda, MI 48750  
P: 989.739.8152  
F: 989.739.0800  
[www.fv-operations.com](http://www.fv-operations.com)

## **EXECUTIVE SUMMARY**

The First Quarter of 2021 (January – March) operation and maintenance summary report for Oscoda Township water and wastewater operations is provided for your review. All NPDES permit required testing and monitoring was performed at the wastewater lagoon during this period. A copy of the Final Effluent data from the January - March 2021 Discharge Monitoring Reports (DMR) is provided for the Board's review in Attachment C.

Maintenance Allowance expenditures for the contract year May 2020 – April 2021 total \$13,926.19 through March 2021. A copy of the Maintenance Allowance report is included in Attachment B.

A tabulation of all water and sewer Work Orders completed in January – March 2021 is provided in Attachment A.

### **January 2021**

January 5 – FVOP was on site at 4568 Merkel Lane to turn water off for a seasonal residence. Water was turned off at the curb stop and verified off by the owner before the operator left the site.

January 6 - FVOP responded to a possible sewer issue at 106 South Lake Street. FVOP inspected the sewer manholes upstream and downstream from the property and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

January 7 – FVOP replaced a broken wire on the AMR (Automated Meter Reader) located at 5527 Forest Drive and confirmed that it was now reading properly without an error message.

January 7 – FVOP was on site with a plumbing contractor at 7733 Cedar Lane to install a meter and AMR (Automated Meter Reader) for a new water service. Water was left off at the curb stop for the season.

January 20 – FVOP was on site to perform a final meter read for the sale of a property located at 4796 Chippewa Avenue.

January 22 – FVOP was on site to replace a curb stop and curb box located at 7489 Cedar Lake Drive. The area was excavated, repairs were made, and the water service was left off at the curb stop for the seasonal residence.

January 26 – FVOP responded to a possible water main break located at US-23 and Christopher Drive. It was determined there was a break in the 8" water main. Operators dewatered the area, excavated the water main and prepared the broken pipe for repair. A repair band was placed on the water main, and it was pressure tested before the area was backfilled.

January 28 - FVOP was on site at 4907 Cedar Bend Trail to replace a malfunctioning water meter. FVOP installed a new water meter and AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

## **February 2021**

February 4 – FVOP responded to a call from Dispatch regarding a possible water leak located at 5676 North US-23 Unit 18. Upon arrival the operator found water to be pouring out of the upper unit 18. Water was turned off and verified by the operator before leaving the site.

February 10 – FVOP responded to a frozen water meter at 412 West Michigan Avenue. FVOP replaced the malfunctioning meter with a new water meter and AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

February 17 – FVOP responded to a possible sewer backup at 8000-A Bissonette Drive. Operators used the Vactor to clean out the sewer backup. FVOP inspected the sewer manholes upstream and downstream of the area before leaving the site and found the sewer to be flowing normally.

February 22 – FVOP responded to a possible water main break at 5797 North US-23. Upon arrival it was determined the leak was located on the service line between the water main and the curb stop. Operators dug up and repaired the 1" service line. Once repair was completed the area was backfilled.

February 26 – FVOP responded to a possible sewer issue at 10504 Idaho Street. FVOP inspected the sewer manholes and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

FVOP Operators collected and submitted quarterly monitoring well samples during the month of February 2021.

## **March 2021**

March 1 – FVOP responded to an after-hours call from Dispatch regarding an emergency water leak located at 6254 Ridge Road. Upon arrival the operator turned the water off to the residence at the curb stop. FVOP replaced the frozen water meter with a new water meter and AMR (Automated Meter Reader). The water service was turned on and checked for leaks before leaving the property.

March 3 – FVOP investigated a possible water leak at 4820 Huron Street. Upon arrival FVOP read the meter which showed a large increase in water use since the previous read. The operator walked around the home and could hear the water running from inside. FVOP turned off the water to the home at the curb stop and the owner was notified of the leak.

March 4 – FVOP was on site at 9504 Montana Street Unit A to perform a final read on the water and sewer use for the residence.

March 11 – FVOP was on site at 6412 Tecumseh Avenue to determine why the meter had not read for the last billing cycle. FVOP replaced the wire from the water meter to the AMR (Automated Meter Reader) and was able to obtain a valid read before leaving the site.

March 22 – FVOP was on site at 226 Park Street to turn the water on at the curb stop for the season. The operator verified the water was on and there were no issues with the owner before leaving the site.

March 31 – FVOP responded to a possible sewer issue at 9610 Missouri Street Unit A. FVOP inspected the sewer manholes upstream and downstream of the area and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

Attachment A

# **Work Order Summary**

[illegible]

Attachment B

# **Maintenance Allowance Updates**

# Oscoda Township - Water & Wastewater O&M

## MAINTENANCE ALLOWANCE SPENDING 2020-2021

Contract year 2020-2021	\$ 20,000.00
Remaining Fund From 2019-2020	\$ -
Beginning Total	\$ 20,000.00
Total Spent 2020-2021	\$ 13,926.19
Remaining Fund	\$ 6,073.81

		Expense	Contract Year Running Total
<b>May-20</b>			
5/13 AuSable Hardware	Torch for crane truck	50.97	
5/13 AuSable Hardware	Parts for light repair over work bench, lift station lamps, ferric room heater motor, water service repair	70.11	
<b>Total May</b>		<b>\$ 121.08</b>	
			<b>\$ 121.08</b>
<b>June-20</b>			
6/8 Oudbier Instrument	Annual calibration lagoon and lift station flow meters	380.00	
6/24 Jack Doheny Company	Replace vactor tube	210.81	
<b>Total June</b>		<b>\$ 590.81</b>	
			<b>\$ 711.89</b>
<b>July-20</b>			
7/16 Tractor Supply Company	Grass seed for excavation site restoration	74.19	
<b>Total July</b>		<b>\$ 74.19</b>	
			<b>\$ 786.08</b>
<b>August-20</b>			
8/14 Amazon.com	Fasteners (300) for winterizing lagoon control structures	268.14	
8/19 Amazon.com	Washers for wintering lagoon control structures	31.77	
8/21 AuSable Hardware	Treated lumber for touchpad installation	20.64	
8/21 AuSable Hardware	Gasket material for lift station pumps	16.51	
8/24 Amazon.com	Carriage bolts for lagoon control structures	58.42	
8/30 Bisbee Infrared Services, Inc.	Annual infrared scan lift station #4, #25 and lagoon blowers	183.00	
<b>Total August</b>		<b>\$ 578.48</b>	
			<b>\$ 1,364.56</b>
<b>September-20</b>			
9/3 AuSable Hardware	Treated plywood for control structure covers.	618.97	
9/11 Core & Main	Copper tubing, curb stops	2,001.30	
9/14 Amazon.com	Safety strobe lights for Township owned vehicles	149.43	
9/15 AuSable Hardware	Boards to replace lagoon control structure covers	241.36	
9/15 AuSable Hardware	Materials to treat phragmites at lagoons	40.66	
9/15 AuSable Hardware	Materials reset frame/lid on 2 US-23 manholes	30.40	
9/23 Walmart	Battery packs for meter reading phones	42.15	
9/30 Digi Key	Replacement fan for VFD housing	90.13	
<b>Total September</b>		<b>\$ 3,214.40</b>	
			<b>\$ 4,578.96</b>
<b>October-20</b>			
10/14 Ferguson Enterprises, Inc.	3/4 inch pipe couplers for water service repairs	126.00	
10/16 Jack Doheny Company	Level switch for vactor truck	238.75	
10/20 Ferguson Enterprises, Inc.	Curb boxes, shut off rods, stationary rods	163.98	
10/23 Ferguson Enterprises, Inc.	PVC couplings	13.15	
<b>Total October</b>		<b>\$ 541.88</b>	
			<b>\$ 5,120.84</b>
<b>November-20</b>			
11/11 Graham Motor & Generator	Generator maintenance L/S #4, L/S #25, portable	1,965.00	
11/12 ZORO TOOLS	Replacement fan for blower housing #1 at lagoons	246.01	
11/27 ZORO TOOLS	Replacement fan for blower housing #2 at lagoons	246.01	
11/27 AuSable Hardware	Material Control Structure #1 at lagoons	12.16	
<b>Total November</b>		<b>\$ 2,469.18</b>	
			<b>\$ 7,590.02</b>



		Expense	Contract Year Running Total
<b>December-20</b>			
12/2 Home Depot	Screwdriver set Township service truck	31.77	
12/11 Standard Electric	Contactor for Ferric Chloride feed system at lagoon	97.56	
12/17 Home Depot	Ratchet wrench for lift station repair	15.13	
12/30 Kerr Pump and Supply	VFD for Pump Station #4	1,920.00	
12/31 AuSable Hardware	Restoration water service install	4.90	
Total December		<b>\$ 2,069.36</b>	<b>\$ 9,659.38</b>
<b>January-21</b>			
1/6 Core and Main	Hydrant repair & extension parts St. George's Point	913.59	
1/15 Home Depot	Supplies emergency water main repair F-41	16.05	
1/18 Todd's Welding	Repair of HDPE aeration header piping at lagoons	1,367.14	
Total January		<b>\$ 2,296.78</b>	<b>\$ 11,956.16</b>
<b>February-21</b>			
2/10 AuSable Hardware	Repair parts for dewatering pump	35.03	
2/10 AuSable Hardware	Screws for water meter touchpads	11.88	
2/10 AuSable Hardware	Replacement meter shut off valve	42.17	
2/10 AuSable Hardware	Tools for Township service trucks	34.32	
2/15 ZORO TOOLS	Replacement ceiling fan lagoon ferric building	107.86	
Total February		<b>\$ 231.26</b>	<b>\$ 12,187.42</b>
<b>March-21</b>			
3/4 Home Depot	Ratchet wrenches (2) for Township service trucks	30.25	
3/12 ETNA Supply	Return credit	(5.65)	
3/17 Ferguson Enterprises	Water service materials and parts	1,714.17	
Total March		<b>\$ 1,738.77</b>	<b>\$ 13,926.19</b>

Attachment C

# **Monitoring & Reporting**

[illegible]



[illegible]

Submitted to

*Oscoda Charter Township*



Operating Report for  
April – June 2021





July 12, 2021

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

**SUBJECT: Oscoda Township O&M Report for April - June 2021**

Dear Ms. Kline:

F&V Operations and Resource Management, Inc. is pleased to submit a summary of our operations in the Charter Township of Oscoda for the second quarter of 2021. If you have any questions or comments regarding the information in this report, please feel free to contact us.

**F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.**

A handwritten signature in blue ink that reads "Douglas B. Moen".

Douglas B. Moen  
Project Manager

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

Catherine A. Winn  
Regional Manager | Associate

Enclosures:

- Operations & Maintenance Summary
- Work Order Totals
- Maintenance Cap Expenditures
- Lagoon Discharge Data

### **EXECUTIVE SUMMARY**

The Second Quarter of 2021 (April – June) operation and maintenance summary report for Oscoda Township water and wastewater operations is provided for your review. All NPDES permit required testing and monitoring was performed at the wastewater lagoon during this period. A copy of the Final Effluent data from the April – June 2021 Discharge Monitoring Reports (DMR) is provided for the Board's review in Attachment C.

Maintenance Allowance expenditures for the contract year May 2020 – April 2021 had a final total of \$17,225.09. A copy of the Maintenance Allowance report is included in Attachment B. The balance of the Maintenance Allowance was credited back to the Township on the July 2021 monthly invoice.

A tabulation of all water and sewer Work Orders completed to date for 2021 is provided in Attachment A.

A summary of Water Loss for January – June 2021 is provided in Attachment D.

### **April 2021**

April 5 – FVOP was on site at 5721 Cedar Lake Road to turn the water on at the curb stop for the season. The operator verified with the plumber that water was on and there were no issues before leaving the site.

April 7 - FVOP was on site at 7091 Huntington Drive. The property owner had reported there was water bubbling up out of a pipe in the yard. The operator determined the water was coming from the sprinkler system.

April 8 – FVOP was on site to replace a malfunctioning water meter at 8209-B Florida Street. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). The water service was turned on and checked for leaks before leaving the property.

April 15 – FVOP was on site at 8012 South Alaska Street Unit A to perform a final read on the water and sewer use for the residence.

April 23 – FVOP responded to a possible sewer issue at 4073 East Van Ettan Street. FVOP inspected the sewer manholes upstream and downstream of the area and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

April 25 – FVOP responded to an after-hours call from Dispatch regarding an emergency water leak located at 110 Pack Drive. Upon arrival the operator turned the water off to the residence at the curb stop.

FVOP performed 72 service calls in the month of May to turn water on at the curb stop for residences in the Township.



### **May 2021**

May 3 – FVOP was on site at 10056 8<sup>th</sup> Street to turn the water on at the curb stop for the season. The operator verified with the plumber that water was on and there were no issues before leaving the site.

May 3 – FVOP responded to a possible sewer issue at 8008 4<sup>th</sup> Street. FVOP inspected the sewer manholes upstream and downstream of the area and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

May 5 – FVOP was on site to replace a malfunctioning water meter at 110 Pack Drive. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). The water service was turned on and checked for leaks before leaving the property.

May 7 - FVOP was on site at 6105 Loud Drive to install a meter and AMR (Automated Meter Reader) for a new water service. Water was turned on after the installation was complete.

May 10 - 12 – FVOP turned off water service to 52 residences for non-payment of water bills.

May 14 – FVOP replaced a broken cap on the curb stop located at 5575 Weir Road.

May 21 – FVOP was on site at 6405 Tecumseh Avenue to perform a final read on the water use for the residence.

May 28 – FVOP distributed copies of the 2020 CCR to various public locations throughout the Township.

FVOP performed 111 service calls in the month of May to turn water on at the curb stop for residences in the Township.

### **June 2021**

June 1 – FVOP was on site at 8021 2<sup>nd</sup> Street D to perform a final read on the water and sewer use for the residence.

June 3 - FVOP was on site at 6101 Loud Drive to install a meter and AMR (Automated Meter Reader) to a new water service. The water was turned on after installation was complete.

June 3 - FVOP was on site at 7050 Cedar Lake Road to tap the water main, install a meter pit, water meter and an AMR (Automated Meter Reader) for a new 1" water service. The water was left off at the curb stop.

June 8 - 12 – FVOP turned off water service to 14 residences for non-payment of water bills.

June 15 – FVOP was on site at 6562 West Shore Drive to turn the water on at the curb stop for the season. The operator verified with the plumber that water was on and there were no issues before leaving the site.

June 21 – FVOP was on site at 6580 Ahrens Street to turn the water off at the curb stop for the homeowner to make repairs. The operator verified with the owner that water was on and there were no issues before leaving the site.

June 25 – FVOP was on site to replace a malfunctioning water meter at 6341 Mikado Street. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). The water service was turned on and checked for leaks before leaving the property.

Attachment A

# **Work Order Summary**

2021 Work Orders & Service Calls	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C	T O T A L
Property Owner Consults	2	4	3	5	5	4							23
Prop Check/ Verify Service	18	9	4	2	6	13							52
Turn On	5	3	29	72	111	43							263
Turn Off	18	5	4	3	2	3							35
Final Read	14	10	19	17	16	36							112
Re-Read/Remote Read Issue	29	18	27	8	12	4							98
Touch Pad Repair/Install	6	1	5	3	8	9							32
Curb Box/Curb Stop Repair	1	0	1	0	10	3							15
Backflow/Fire Suppression	5	0	0	0	0	0							5
Lagoon Samples	15	15	15	15	15	15							90
Bacti Samples	10	10	10	10	10	10							60
Monitoring Wells	0	5	0	0	5	0							10
Replace Meter/Repair Service	6	6	3	9	20	14							58
New Service/Meter Pit Install	2	0	0	1	4	7							14
Line/Main Break	2	2	0	0	0	0							4
Frozen Water Service	0	0	0	0	0	0							0
Hydrant Maintnance	0	2	0	0	0	0							2
Vehicle Maintenance	2	7	4	2	5	5							25
Miscellaneous	4	1	3	9	4	6							27
Non pay Turn Off	0	0	0	0	52	14							66
Sewer Backup	0	1	0	0	0	0							1
Lift Station Maintenance	8	8	9	9	8	8							50
Site Restoration	0	0	0	1	7	0							8
Land Use Permits	2	0	6	16	8	11							43
Sewer Issue	2	1	3	2	2	2							12
Service Door Tag	1	4	0	5	6	3							19
Distribute 2019 CCR Report	0	0	0	0	11	0							11
TOTAL WORK ORDERS	152	112	145	189	327	210	0	0	0	0	0	0	1135
MISS DIG TOTALS	28	22	52	102	107	94							405
OVERALL TOTAL	180	134	197	291	434	304	0	0	0	0	0	0	1540
Meter Reads	3456	3456	3453	3457	3462	3468							20752

Attachment B

# **Maintenance Allowance Updates**

# Oscoda Township - Water & Wastewater O&M

## MAINTENANCE ALLOWANCE SPENDING 2020-2021

Contract year 2020-2021	\$ 20,000.00
Remaining Fund From 2019-2020	\$ -
Beginning Total	\$ 20,000.00
Total Spent 2020-2021	\$ 17,225.09
Remaining Fund	\$ 2,774.91

		Expense	Contract Year Running Total
<b>May-20</b>			
5/13 AuSable Hardware	Torch for crane truck	50.97	
5/13 AuSable Hardware	Parts for light repair over work bench, lift station lamps, ferric room heater motor, water service repair	70.11	
<b>Total May</b>		<b>\$ 121.08</b>	
			<b>\$ 121.08</b>
<b>June-20</b>			
6/8 Oudbier Instrument	Annual calibration lagoon and lift station flow meters	380.00	
6/16 Amazon.com	Phragmite control chemicals	247.05	
6/24 Jack Doheny Company	Replace vactor tube	210.81	
<b>Total June</b>		<b>\$ 837.86</b>	
			<b>\$ 958.94</b>
<b>July-20</b>			
7/16 Tractor Supply Company	Grass seed for excavation site restoration	74.19	
<b>Total July</b>		<b>\$ 74.19</b>	
			<b>\$ 1,033.13</b>
<b>August-20</b>			
8/14 Amazon.com	Fasteners (300) for winterizing lagoon control structures	268.14	
8/19 Amazon.com	Washers for wintering lagoon control structures	31.77	
8/21 AuSable Hardware	Treated lumber for touchpad installation	20.64	
8/21 AuSable Hardware	Gasket material for lift station pumps	16.51	
8/24 Amazon.com	Carriage bolts for lagoon control structures	58.42	
8/30 Bisbee Infrared Services, Inc.	Annual infrared scan lift station #4, #25 and lagoon blowers	183.00	
<b>Total August</b>		<b>\$ 578.48</b>	
			<b>\$ 1,611.61</b>
<b>September-20</b>			
9/3 AuSable Hardware	Treated plywood for control structure covers.	618.97	
9/11 Core & Main	Copper tubing, curb stops	2,001.30	
9/14 Amazon.com	Safety strobe lights for Township owned vehicles	149.43	
9/15 AuSable Hardware	Boards to replace lagoon control structure covers	241.36	
9/15 AuSable Hardware	Materials to treat phragmites at lagoons	40.66	
9/15 AuSable Hardware	Materials reset frame/lid on 2 US-23 manholes	30.40	
9/23 Walmart	Battery packs for meter reading phones	42.15	
9/30 Digi Key	Replacement fan for VFD housing	90.13	
<b>Total September</b>		<b>\$ 3,214.40</b>	
			<b>\$ 4,826.01</b>
<b>October-20</b>			
10/14 Ferguson Enterprises, Inc.	3/4 inch pipe couplers for water service repairs	126.00	
10/16 Jack Doheny Company	Level switch for vactor truck	238.75	
10/20 Ferguson Enterprises, Inc.	Curb boxes, shut off rods, stationary rods	163.98	
10/23 Ferguson Enterprises, Inc.	PVC couplings	13.15	
<b>Total October</b>		<b>\$ 541.88</b>	
			<b>\$ 5,367.89</b>
<b>November-20</b>			
11/11 Graham Motor & Generator	Generator maintenance L/S #4, L/S #25, portable	1,965.00	
11/12 ZORO TOOLS	Replacement fan for blower housing #1 at lagoons	246.01	
11/27 ZORO TOOLS	Replacement fan for blower housing #2 at lagoons	246.01	
11/27 AuSable Hardware	Tools for lagoon grating clip installation	27.84	
11/27 AuSable Hardware	Material Control Structure #1 at lagoons	12.16	
<b>Total November</b>		<b>\$ 2,497.02</b>	
			<b>\$ 7,864.91</b>

# Oscoda Township - Water & Wastewater O&M

## MAINTENANCE ALLOWANCE SPENDING 2020-2021

Contract year 2020-2021	\$ 20,000.00
Remaining Fund From 2019-2020	\$ -
Beginning Total	\$ 20,000.00
Total Spent 2020-2021	\$ 17,225.09
Remaining Fund	\$ 2,774.91

		Expense	Contract Year Running Total
<b>December-20</b>			
12/2 Home Depot	Screwdriver set Township service truck	31.77	
12/11 Standard Electric	Contactor for Ferric Chloride feed system at lagoon	97.56	
12/17 Home Depot	Ratchet wrench for lift station repair	15.13	
12/30 Kerr Pump and Supply	VFD for Pump Station #4	1,920.00	
12/31 AuSable Hardware	Restoration water service install	4.90	
Total December		<u>\$ 2,069.36</u>	
			\$ 9,934.27
<b>January-21</b>			
1/6 Core and Main	Hydrant repair & extension parts St. George's Point	913.59	
1/15 Home Depot	Supplies emergency water main repair F-41	16.05	
1/18 Todd's Welding	Repair of HDPE aeration header piping at lagoons	1,367.14	
Total January		<u>\$ 2,296.78</u>	
			\$ 12,231.05
<b>February-21</b>			
2/10 AuSable Hardware	Repair parts for dewatering pump	35.03	
2/10 AuSable Hardware	Screws for water meter touchpads	11.88	
2/10 AuSable Hardware	Replacement meter shut off valve	42.17	
2/10 AuSable Hardware	Tools for Township service trucks	34.32	
2/15 ZORO TOOLS	Replacement ceiling fan lagoon ferric building	107.86	
Total February		<u>\$ 231.26</u>	
			\$ 12,462.31
<b>March-21</b>			
3/4 Home Depot	Ratchet wrenches (2) for Township service trucks	30.25	
3/12 ETNA Supply	Return credit	(5.65)	
3/17 Ferguson Enterprises	Water service materials and parts	1,714.17	
3/26 USA Bluebook	Replacement magentic locators (3)	2,472.55	
3/29 AuSable Hardware	Materials to build rack for Fernco couplers	67.73	
Total March		<u>\$ 4,279.05</u>	
			\$ 16,741.36
<b>April-21</b>			
4/15 Ferguson Waterworks	Tapmate PVC holesaw and blades	483.73	
Total April		<u>\$ 483.73</u>	
			\$ 17,225.09

Attachment C

# **Monitoring & Reporting**



[illegible]



	EQ-1										
	June 2021			TOTAL							
	NITRATE		DISSOLVED	INORGANIC	AMMONIA	NITRITE			TOTAL	FLOW	FLOW
	CBOD5	Nitrogen	pH	OXYGEN	Nitrogen	Nitrogen	SODIUM	CHLORIDE	PHOSPHORUS	Measured	Calculated
	mg/l	mg/l	S.U.	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	GPD	GPY
1										277000	40.943
2	12.5	7.21	7.5	11.8	35.22	27.5	44.8	135		189000	41.132
3										265000	41.397
4										181000	41.578
5										181000	41.759
6										181000	41.940
7										228000	42.168
8										281000	42.449
9		10.10	7.2	8.8	67.92	57.4	0.42			190000	42.639
10										247000	42.886
11										224000	43.110
12										224000	43.334
13										224000	43.558
14										225000	43.783
15										212000	43.995
16		6.92	7.3	8.8	37.10	29.9	0.28		0.3	199000	44.194
17										181000	44.375
18										221000	44.596
19										221000	44.817
20										221000	45.038
21										221000	45.259
22										209000	45.468
23		6.10	7.4	10.9	36.34	29.8	0.44			201000	45.669
24										235000	45.904
25										270000	46.174
26										270000	46.444
27										270000	46.714
28										281000	46.995
29										354000	47.349
30		6.51	7.3	7.4	34.44	27.6	0.33			402000	47.751

Attachment D

**Water Loss  
January – June 2021**

# 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.
JULY				#DIV/0!		
AUGUST				#DIV/0!		
SEPTEMBER				#DIV/0!		
OCTOBER				#DIV/0!		
NOVEMBER				#DIV/0!		
DECEMBER				#DIV/0!		
TOTALS	106536429	63159740	43376689			
AVERAGES	17756071.5	10526623.33	7229448.17	#DIV/0!		



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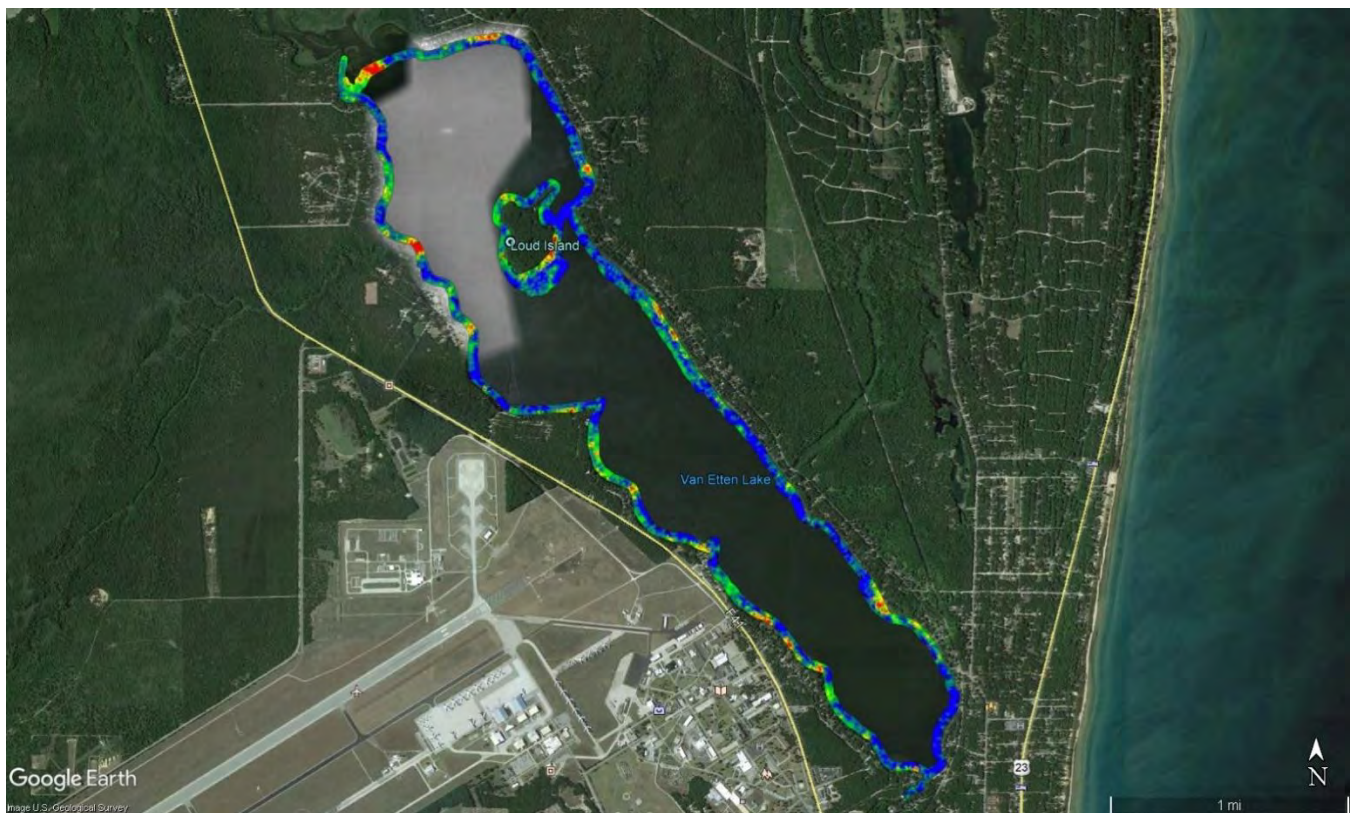
June 24<sup>th</sup>, 2021

## **Recommendation of Service**

We visited Van Etten Lake on June 17<sup>th</sup>, 2021, for a Lake Vegetation Survey. The purpose of this visit was to document the plant species, locations, and densities in order to design a customized treatment plan.

### **Vegetation Biomass**

During this survey, we recorded the sonar log of our trip around the lake. We then rendered a BioBase map of the plant growth. This map shows the plant biomass as a percentage of the water volume. Red areas are the “hot spots” of dense plant growth.



### **Plans & Recommendations**

Overall, except for early cyanobacteria growth, the vegetation was sparse compared to last year and consisted primarily of native vegetation. We did find one small patch of invasive Curly Leaf Pondweed in the proposed Loud Dr (South) treatment area. The relative lack of invasive species allows us to shift our focus to native plants, such as Pondweeds and nuisance Algae. Native plants are a key component of the ecosystem. They provide structure and habitat for fish, reptiles, and amphibians. Native plants are also a food source for many aquatic organisms and waterfowl. They also play an important role by filtering the water and reducing the nutrient load available to algae.

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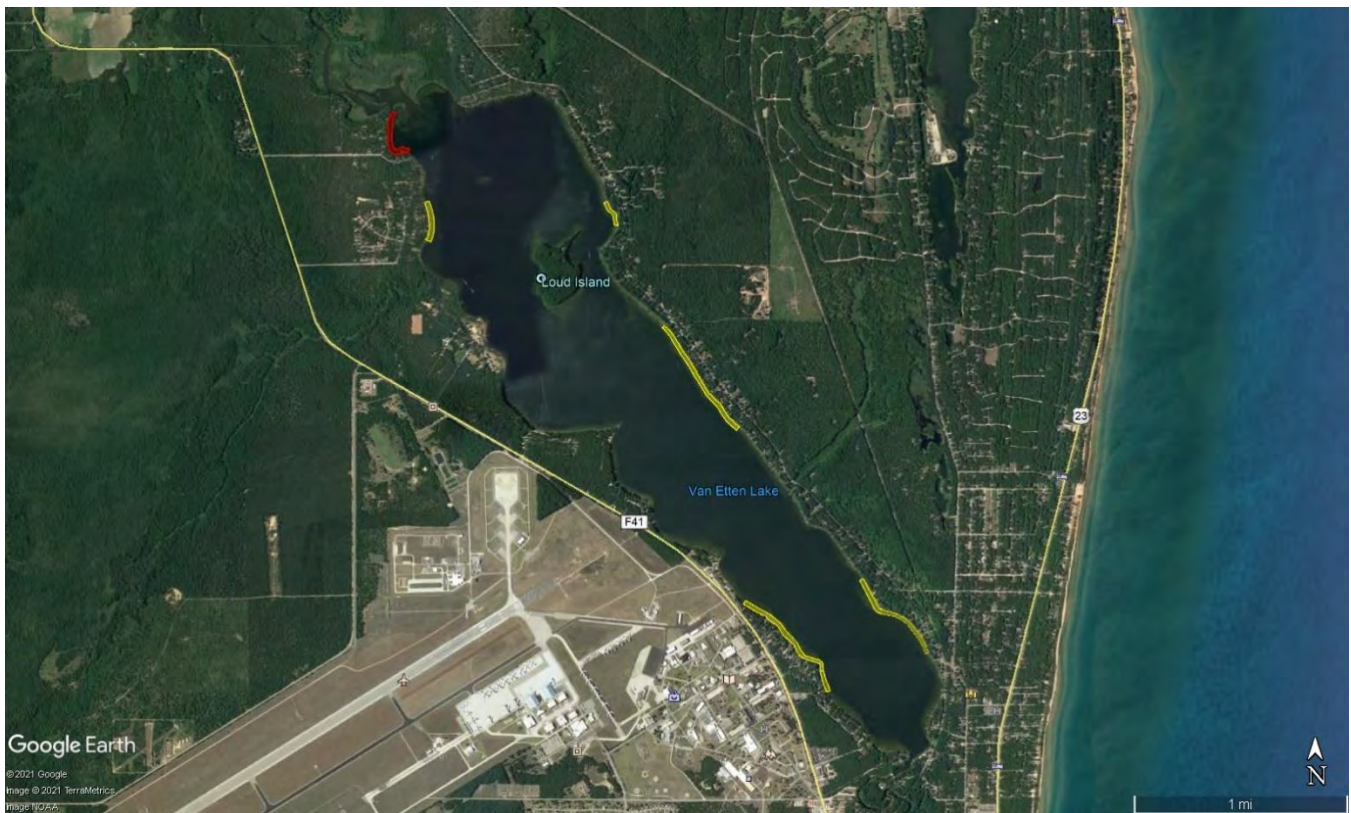
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But native plants can grow to a nuisance level for many riparians. Dense growth can cause problems with boat propellers at docks and lifts. Dense plants also invade swimming areas and can pose a risk to novice swimmers.

It is impossible to manage native plants to a level that pleases all users (swimmers, boaters, fisherman, environmentalists, etc.). The EGLE Permit for treatment restricts treatment to near-shore areas, which also has decreased in distance allowed out from the shoreline this year. Prior to 2021, ANC permits allowed the management of native plants out 300ft from shore, or the 5ft depth contour, which ever came first. Now that distance is limited to 100ft or the 5ft depth contour. So, in addition to less overall growth this year, there are areas that we did observe plant growth that can no longer be included in the treatment areas as they were in the past.

The following map shows the areas we recommend treating for non-native and nuisance native plants.



The areas we've outlined in the above map total 30.9 acres. Below is a breakdown of the areas, acreages, and our treatment recommendation including costs for each area.

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Area	Acreage	Target Species	Product & Rate	Unit Cost	Total Cost	Approved
Northwest Bay	4.0	Nuisance Native Plants	Clipper (1.6 lbs/acre)  Aquathol-K (2.0 gal/acre)	\$137.50  \$195.00	\$1,330.00	
Loud Dr (North)	1.4	Nuisance Native Plants, Curly Leaf Pondweed	Diquat Dibromide (2.0 gal/acre)	\$165.00	\$ 231.00	
Loud (Middle)	7.2				\$1,188.00	
Loud (South)	6.0				\$ 990.00	
F-41 (South)	7.5				\$1,237.50	
Lakeview Dr	2.8				\$ 462.00	
Herbicide Total:					\$5,438.50	

After the treatment, there will be the following water use restrictions for the treatment areas:

- Do not swim in the treated area for 24 hours
- Do not drink treated water for 3 days
- Do not irrigate turf with treated water for 3 days
- Do not irrigate ornamentals with treated water for 3 days
- Do not irrigate food crops with treated water for 5 days
- Do not water livestock with treated water for 24 hours.

In addition to submerged plant control, we are recommending treatment for nuisance surface and macro algae. I have listed two options in the charts below. Please select one and specify the specifics within each option.

The first option is for the addition of chelated copper algicide in the same treatment areas as the herbicide treatment, totaling 30.9 acres. This has been the traditional method for algae treatment in the past. If this is the route you choose to go, please mark each treatment area that you approve for treatment.

The second option would expand the treatment area to the entire developed shoreline, measuring 110.0 acres, and use SeClear algicide. SeClear has an ingredient that binds phosphorous in the water, making it unusable for plant growth. This is a treatment that has been discussed for use in the lake with the goal of reducing the phosphorus levels enough to prolong the time before the large cyanobacteria bloom experienced each year. With the cyano already actively growing, combined with a relatively low-cost herbicide treatment, this would be the ideal time to try this. The SeClear chart has two options for application rates, the maximum allowed by the permit and the minimum I would recommend.







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Option 1: Chelated Copper

Area	Acreage	Target Species	Product & Rate	Unit Cost	Total Cost	Approved
Northwest Bay	6.0	Algae, Macroalgae	Chelated Copper Algicide (3.6 gal/acre)	\$ 90.00	\$ 540.00	
Loud Dr (North)	1.4				\$ 126.00	
Loud (Middle)	7.2				\$ 648.00	
Loud (South)	6.0				\$ 540.00	
F-41 (South)	7.5				\$ 675.50	
Lakeview Dr	2.8				\$ 252.00	
Chelated Copper Algicide Total:					\$ 2,781.50	

Option 2: SeClear

Area	Acreage	Target Species	Product & Rate	Unit Cost	Total Cost	Approved
Developed Shoreline	110.0	Algae, Macroalgae	SeClear (19.5 gal/acre)	\$275.00	\$30,250.00	
Developed Shoreline	110.0	Algae, Macroalgae	SeClear (9.75 gal/acre)	\$137.50	\$15,125.00	

There are no additional restrictions with the use of either algicide.

If you would like to move forward with this treatment in whole or in part, please mark each area as "approved", sign below, and send this back to our office. Once we receive this signed authorization, I will instruct Clark Aquatics to move forward with the treatment. LakePro will be on the water during the treatment to ensure the treatment consists of the proper areas, products, rates, and methods.

If you would like other options for the treatment (product, rates, areas), please contact me immediately to discuss those changes. If you have any questions or concerns, please do not hesitate to call.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Thanks for choosing LakePro,



Zach Goodheart  
Director of Operations

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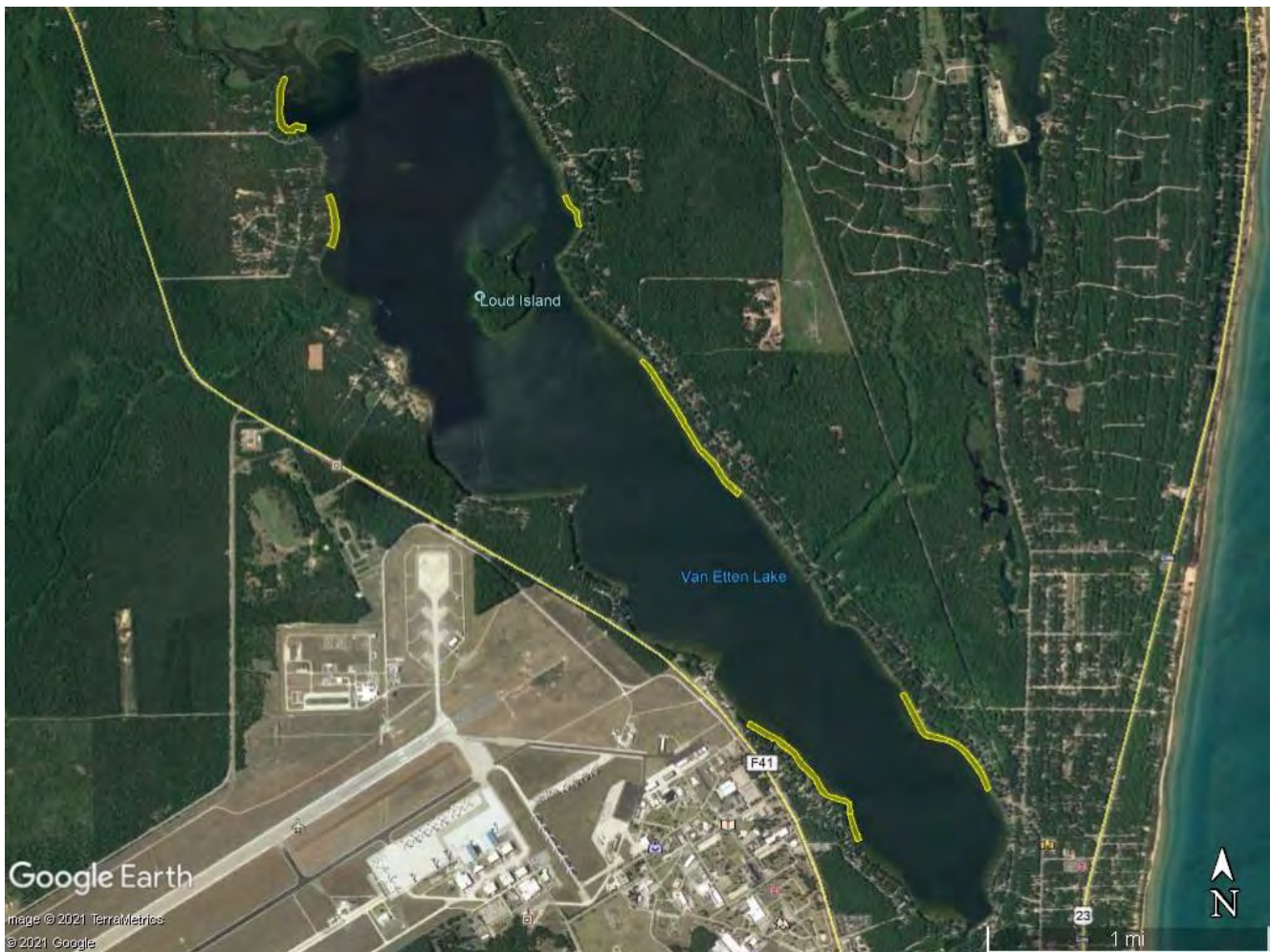
July 16<sup>th</sup>, 2021

### **Notification of Upcoming Site Visit**

Clarke Aquatic Services plans to visit Van Etten Lake on **July 19<sup>th</sup>, 2021**, for an herbicide treatment. The purpose this treatment is to control nuisance plants and algae, as recommended by LakePro and approved by the Weed Committee.

Clarke is expected to arrive on site approximately 9:00 AM and will remain on the lake until the treatment is complete. LakePro will also be on site to supervise the treatment, including posting of signs, treatment areas, herbicides, and amounts. We will have one pick-up truck and a 16' boat.

The map below has the approved pondweed treatment areas highlighted in yellow. In addition to these areas, Clarke will be applying SeClear algicide to the entire developed shoreline of the lake (75 acres).



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Prior to treatment, Clarke will post notification signs that will include the following water use restrictions:

- Do not swim for 24 hours
- Do not drink treated water for 3 days
- Do not use treated water to irrigate turf for 3 days
- Do not use treated water to irrigate ornamentals for 3 days
- Do not use treated water to irrigate food crops for 5 days
- Do not use treated water to water livestock for 5 day

If you have any questions or concerns, please feel free to call or e-mail me directly.

Thank you,



Zach Goodheart

Director of Operations – LakePro, Inc.

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## Tammy Kline

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**From:** supervisor  
**Sent:** Tuesday, July 20, 2021 3:34 PM  
**To:** Tammy Kline  
**Subject:** Fw: Clarification of weed Committee recommendation

Tammy- recommendation from Weed committee. Thanks Ann

---

**From:** Leonard Brockhahn <lbrockhahn@gmail.com>  
**Sent:** Monday, June 28, 2021 11:54 PM  
**To:** supervisor <supervisor@oscodatownshipmi.gov>  
**Subject:** Clarification of weed Committee recommendation

Anne Richards

As a clarification of my earlier note the weed committee is recommending treatment for the northwest bay, Loud Dr., F-41, Lakeview Dr. at a cost of \$5,438.50. In addition we are recommending option 2 SeaClear developed shoreline at a cost of \$30,250.00.

Total cost of these treatments will be \$35,689.00

Any other questions give me a call 810-624-3897.

Thanks

Leonard Brockhahn

Weed Comm. Ch.