

**OSCODA TOWNSHIP
REGULAR BOARD MEETING
AGENDA & NOTICE**

June 28, 2021 - 7:00 P.M.

Watch Virtual:

<https://us02web.zoom.us/j/84202777248>

Call-in: (929)205-6099 Meeting ID: 842 0277 7248

Posted Date: June 24, 2021

Press Notification Date: June 24, 2021

Posted by: Tammy Kline

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA ADDITIONS:

PUBLIC COMMENTS:

CONSENT AGENDA:

Approval of Minutes:

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

Finance:

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

SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)

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

SUPERINTENDENT'S REPORT ----- Mitchell

1. Lake Street Development Property MOU
2. MDOT/EIC Downtown Walkability Improvements
3. IT Contract Placeholder
4. Fire Truck Sale
5. Fire Department Equipment Purchase
6. Vactor Truck Repairs
7. OOP Appropriations Request
8. 2022 Vactor Truck Order
9. Forest Service Agreement
10. Metropolitan Extension
11. Demolition RFP
12. Oscoda C through H Water Main Proposal
13. Book Drop Box for Library

RESOLUTIONS:

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

OTHER:

1. Schedule 1st Budget Work Session
2. Downtown Mural Project Request
3. Rowe Engineering Proposal – Conceptual Drawings for Furtaw Public Meetings and RFP's

4. North American Summit Budget Request
5. DPW Maintenance 1 Hire Request
6. Governance Agreement
7. Code Compliance Officer Resignation
8. Part Time Treasurer Assistant Hire Request
9. HSRUA Board Appointment
10. Planning Commission Tablet Purchase
11. Board/Committee Recruitment and Application Materials
12. Temporary Suspension of Pre-Board Work Sessions
13. In Person Meetings

INFORMATIONAL:

1. Payroll Clarification

PUBLIC COMMENTS:

BOARD COMMENTS:

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

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Work Session Minutes June 11, 2021

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

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

Board Members Absent: None
Others Present: Mr. Mitchell, Mr. Dickerson, Rob Bacigalupi

Agenda Reformatting Discussion – Tim Freel

Tax Abatement Policy Presentation – Todd Dickerson

Discuss June 14, 2021, Board Meeting Packet

CONSENT AGENDA:

Approval of Minutes:

1. Regular Meeting Minutes - May 10, 2021
2. Work Session Meeting Minutes – May 21, 2021
3. Regular Meeting Minutes – May 24, 2021

Finance:

1. Payment of Bills (Oscoda Township) – Total - \$293,698.16
 - a. Prepaid – June 8, 2021 - \$50,339.98
 - b. Check Run – June 15, 2021 - \$243,358.18

SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)

SUPERINTENDENT'S REPORT Mitchell

1. Interlocal Agreement – IBT
2. Interim Superintendent Appointment
3. 2021 DWRF Bonds Invoice – Check fund that pays.
4. In Person Meetings
5. Placeholder – Lake Street Development Site MOU
6. Cost of Living Suggested Payroll Increase

7. Water Meter Replacement and Radio Read Installation Proposal
8. Seasonal Part -Time Treasurer Office Funding

RESOLUTIONS:

1. Resolution No. 2021-18: Appointing Township Superintendent on an Interim Basis
2. Adoption of New Article III Signs Ordinance

OTHER:

1. Proposed Board Protocol Change- Agenda
2. Bandshell Use Request – Cardio Drumming
3. Furtaw Field Use Request – Jan Roberts
4. Bench Application Approval
5. Movies by the Pier
6. Furtaw Moratorium Request
7. Fourth of July Parade Grand Marshall
8. Superintendent Interview Committee
9. Wrecker Policy Changes

Consider Need for Follow Up/Additional Information –

Bill sending numbers to Josh for cost-of-living increase.
Corrections to Resolution for superintendent interim.
Send Resolution for review to attorney.
Corrections to be sent to Mark by Jeremy.

Amendments:

AGENDA ADDITIONS:

None

Public Comment –

Adjourn – Ms. Richards adjourned the meeting at 6:32 p.m.

Ann Richards
Supervisor
Charter Township of Oscoda

Joshua Sutton
Clerk
Charter Township of Oscoda



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

Regular Board Meeting Minutes June 14, 2021

Call to Order – Ms. Richards called the meeting to order at 7:02 p.m. The meeting was held virtually at web address: : <https://us02web.zoom.us/j/87893417179> Call-in: (929)205-6099 Meeting ID: 878 9341 7179

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: [Mr. Mitchell.] , Mr. Dickerson, Mr. Freeman, Mr. Freel

Additions – Mr. Spencer supported a motion by Mr. Sutton to Approve addition to agenda .

ALL YEAS:

NAYS:

MOTION CARRIED

Public Comment –

Brian Haley- Spoke on Furtaw Field Moratorium and the Parks and Recreation Plan in relation to Furtaw.

Norma Warah- Discussed Furtaw Field and the Master Plan.

Consent Agenda – Ms. McGuire supported a motion by Mr. Spencer to Approve the Minutes: 1. Regular Meeting Minutes - May 10, 2021 2. Work Session Meeting Minutes – May 21, 2021 3. Regular Meeting Minutes – May 24, 2021. 1. Payment of Bills

Oscoda Township Regular Board Meeting Minutes

June 14, 2021

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(Oscoda Township) – Total - \$293,698.16 a. Prepaid – June 8, 2021 - \$50,339.98 b.
Check Run – June 15, 2021 - \$243,358.18

ALL YEAS:

NAYS:

MOTION CARRIED

SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)

SUPERINTENDENT REPORTS:

Interlocal Agreement – IBT – Mr. Palmer supported a motion by Mr. Spencer to approve the agreement as presented pending attorney review.

ALL YEAS:

NAYS:

MOTION CARRIED

Interim Superintendent Appointment – Postpone to Resolution.

2021 DWRF Bonds Invoice – Mr. Sutton supported a motion by Mr. Palmer to approve this invoice in the amount of \$14,500 to be paid from 591-000- 800.300 Contracted Services-Other.

ALL YEAS

MOTION CARRIED

In Person Meetings – Mr. Spencer supported a motion by Ms. Richards to form a subcommittee Ms. Richards, Mr. Spencer, and Mr. Sutton to look at meeting space and infrastructure.

ALL YEAS:

NAYS:

MOTION CARRIED

Lake Street Development Site MOU– Mr. Wusterbarth supported a motion by Mr. Palmer to approve the first Memo of Understanding between the township and AMERILODGE GROUP/OSCODA HOTELS, LLC.

ALL YEAS:

NAYS:

MOTION FAILED

Cost of Living Suggested Payroll Increase– Ms. McGuire supported a motion by Mr. Spencer to table until Mr. Cummings Returns.

ALL YEAS:

NAYS:

MOTION CARRIED

Water Meter Replacement and Radio Read Installation Proposal – Mr. Palmer supported a motion by Mr. Spencer to Phase 2 Water Meter Replacement proposal from Ferguson Waterworks in the amount of \$378,542.00 to be paid from 591-000-980.100 Water Meters.

ALL YEAS:

NAYS:

MOTION CARRIED

Seasonal Part -Time Treasurer Office Funding – Ms. McGuire supported a motion by Ms. Richards to approve a budget amendment be made to 101-253-707.000 Part Time in the amount of \$14,000 to be taken from unassigned fund balance for which as of the 2020 audit had \$2,461,868 available for spending.

YEAS: Mr. Spencer, Ms. McGuire, Mr. Wusterbarth, Mr. Sutton, Ms. Richards

NAYS: Mr. Palmer

MOTION CARRIED

RESOLUTIONS:

Resolution No. 2021-18: Appointing Township Superintendent on an Interim Basis

– Mr. Wusterbarth supported a motion by Mr. Spencer to table until Mr. Cummings Returns.

ALL YEAS

MOTION CARRIED

Adoption of New Article III Signs Ordinance – Mr. Sutton supported a motion by Mr. Palmer to Approve Deletion of Article III Signs and Adoption of New Article III Signs Ordinance.

ALL YEAS

MOTION CARRIED

OTHER

Bandshell Use Request – Cardio Drumming – Mr. Sutton supported a motion by Ms. McGuire to approve this request as presented.

ALL YEAS:

NAYS:

MOTION CARRIED

Cost of Living Suggested Payroll Increase– Mr. Sutton supported a motion by Mr. Spencer to approve the motion as presented with authorization for the Clerk and Supervisor to enter into an agreement with the police union for an increase in pay.

ALL YEAS:

NAYS:

MOTION CARRIED

Resolution No. 2021-18: Appointing Township Superintendent on an Interim Basis

– Mr. Sutton supported a motion by Mr. Wusterbarth to Approve That Ms. Tammy Kline is hereby appointed as the Interim Oscoda Township Superintendent and will receive a pay raise of \$3000.00 per month in addition to her existing salary for the execution of the Superintendent duties until the Oscoda Township Board hires and installs by Resolution a permanent Superintendent.

ALL YEAS

NAYS:

MOTION CARRIED

Furtaw Field Use Request – Jan Roberts – Mr. Sutton supported a motion by Mr. Spencer approve as presented with additional dates requested, July 3&4, August 7&8, September 11&12, October 16&17.

ALL YEAS:

NAYS:

MOTION CARRIED

Bench Application Approval – Ms. Richards supported a motion by Mr. Spencer to approve the application as presented.

ALL YEAS:

NAYS:

MOTION CARRIED

Movies by the Pier – Ms. McGuire supported a motion by Mr. Sutton to approve the Oscoda Area Convention and Visitor Bureau request as presented.

ALL YEAS:

NAYS:

MOTION CARRIED

Furtaw Moratorium Request – Not right now.

4 th of July Parade Grand Marshall – Mr. Sutton supported a motion by Ms. McGuire to approve Chris Kitchen as the 2021 4th of July Parade Marshall.

ALL YEAS:

NAYS:

MOTION CARRIED

Superintendent Contract Negotiation Committee – Mr. Palmer supported a motion by Mr. Spencer to approve Mr. Palmer, Mr. Cummings, and Ms. Richards for the Superintendent Contract Negotiation contract committee.

ALL YEAS:

NAYS:

MOTION CARRIED

Wrecker Policy Changes – Ms. McGuire supported a motion by Mr. Spencer to postpone until our next regular meeting.

ALL YEAS:

NAYS:

MOTION CARRIED

Community 4th of July Picnic– Ms. Richards supported a motion by Mr. Spencer to approve the Community 4th of July Picnic hosted by the Oscoda Lions Club and Oscoda Rotary..

ALL YEAS:

NAYS:

Public Comment –

Justin Griffith- Discussed his appreciation that they made the agenda tonight.

Mary Smith – Discussed interest in Township board meetings.

Brian Haley – Discussed further the Master Plan and its relation to Furtaw.

Robert Tasior – Discussed issues facing the township and when will they be addressed.

Norma Warah- Discussed the master plan and the fact that there is a plan.

Oscoda Township Regular Board Meeting Minutes

June 14, 2021

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Dirk Thompson-Hunt- Thanked us for another good meeting.
Kelly Brown- Discussed the email she sent to the board.

Board and Staff Comments –

Mr. Wusterbarth- Thank you to Ann and the board.

Mr. Cummings-

Mr. Spencer- Discussed that it has been about 30 years that Furtaw has set empty.

Mr. Palmer- Discussed Master Plan and the peoples request to do something with Furtaw Field.

Ms. Richards- Discussed RFP process and excitement for projects in the community.

Ms. McGuire- Summer 2021 Taxes are available to be viewed online.

Mr. Sutton- Discussed happiness with board process and community engagement.

Adjourn – Ms. Richards made a motion to adjourn at 9:37 p.m.

Ann Richards
Supervisor
Charter Township of Oscoda

Joshua Sutton
Clerk
Charter Township of Oscoda

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06/24/2021 10:17 AM
User: JANEHACKBORND
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP
EXP CHECK RUN DATES 06/22/2021 - 06/22/2021
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					
101-000-283.100	HESS, TRACY	REFUND DEPOSIT WARRIOR 6/13/21	061721	06/30/21	350.00
101-000-283.100	JAQUA, DAWN	REFUND DEPOSIT WARRIOR 6/19/21	062121	06/30/21	350.00
Total For Dept 000					700.00
Dept 101 TOWNSHIP BOARD					
101-101-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	16.00
101-101-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	42.25
Total For Dept 101 TOWNSHIP BOARD					58.25
Dept 171 SUPERVISOR					
101-171-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	7.14
101-171-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	37.14
Total For Dept 171 SUPERVISOR					44.28
Dept 172 SUPERINTENDENT					
101-172-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	28.56
101-172-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	273.78
Total For Dept 172 SUPERINTENDENT					302.34
Dept 215 CLERK					
101-215-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	7.14
101-215-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	196.39
Total For Dept 215 CLERK					203.53
Dept 247 BOARD OF REVIEW					
101-247-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	25.00
101-247-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	4.95
Total For Dept 247 BOARD OF REVIEW					29.95
Dept 250 LAKEFRONT DISTRICT					
101-250-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	7.14
101-250-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	7.32
101-250-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	963.47
101-250-923.000	OSCODA WATER & SEWER	227 E RIVER RD	52521 02500	06/25/21	33.21
Total For Dept 250 LAKEFRONT DISTRICT					1,011.14
Dept 253 TREASURER					
101-253-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	35.00
101-253-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	212.95
101-253-726.000	RESERVE ACCOUNT	POSTAGE FOR SUMMER 2021 TAXES	060821	06/30/21	4,000.00
Total For Dept 253 TREASURER					4,247.95
Dept 257 ASSESSOR					
101-257-801.100	NORTHERN ASSESSING CONSULTANTS	ASSESSING SERVICES MAY 2021	9053074	06/30/21	13,708.33
Total For Dept 257 ASSESSOR					13,708.33
Dept 262 ELECTIONS					
101-262-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	35.00
101-262-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	17.11
101-262-890.000	RESERVE ACCOUNT	POSTAGE FOR ABSENTEE BALLOTS	062221	06/30/21	1,500.00
Total For Dept 262 ELECTIONS					1,552.11
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	167.67
101-265-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	132.33

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-923.000	OSCODA WATER & SEWER	110 S STATE ST	52521 08150	06/25/21	140.35
101-265-930.000	CATCH-M-CAMS	CAMERA COLD STORAGE BACK (WATER DEPT SIDE)	051721	06/30/21	300.00
Total For Dept 265 TOWNSHIP HALL & GROUNDS					740.35
Dept 276 CEMETERY					
101-276-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	187.00
101-276-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	121.79
Total For Dept 276 CEMETERY					308.79
Dept 299 UNALLOCATED					
101-299-801.000	REVIZE LLC	WEBSITE REDESIGN PAYMENT	11786	06/25/21	1,425.00
101-299-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	6,410.77
Total For Dept 299 UNALLOCATED					7,835.77
Dept 336 FIRE DEPARTMENT					
101-336-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	797.00
101-336-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	206.19
Total For Dept 336 FIRE DEPARTMENT					1,003.19
Dept 722 ZONING & PLANNING					
101-722-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	35.00
101-722-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	81.81
Total For Dept 722 ZONING & PLANNING					116.81
Dept 751 PARKS & RECREATION					
101-751-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	433.33
101-751-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	152.27
101-751-923.000	OSCODA WATER & SEWER	FAR DIAMOND	52521 07587	06/25/21	18.45
101-751-923.000	OSCODA WATER & SEWER	WATER FOUNTAIN PARK	52521 02475	06/25/21	10.85
101-751-923.000	OSCODA WATER & SEWER	BMX TRACK	52521 06115	06/25/21	10.85
101-751-923.000	OSCODA WATER & SEWER	CENTER DIAMOND	52521 07585	06/25/21	18.45
101-751-923.000	OSCODA WATER & SEWER	BEACH PARK	52521 02400	06/25/21	100.69
101-751-923.000	OSCODA WATER & SEWER	BASEBALL FIELD	52521 07580	06/25/21	62.23
Total For Dept 751 PARKS & RECREATION					807.12
Dept 753 FOOTE SITE PARK					
101-753-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	433.33
101-753-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	57.04
Total For Dept 753 FOOTE SITE PARK					490.37
Dept 754 KEN RATLIFF PARK					
101-754-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	433.33
101-754-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	45.55
101-754-921.000	CONSUMERS ENERGY	6300 F41	202697705168	07/07/21	38.98
101-754-923.000	OSCODA WATER & SEWER	6330 F41	52521 01670	06/25/21	35.65
101-754-923.000	OSCODA WATER & SEWER	6341 F41	52521 01669	06/25/21	20.64
Total For Dept 754 KEN RATLIFF PARK					574.15
Total For Fund 101 GENERAL/UNALLOCATED					33,734.43
Fund 207 POLICE FUND					
Dept 000					
207-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	1,152.00
207-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	1,298.43

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 207 POLICE FUND					
Dept 000					
207-000-801.200	LEXIS NEXIS RISK SOLUTIONS	USER FEES (APRIL)	1593757-20210430	06/30/21	228.01
207-000-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	1,737.87
Total For Dept 000					4,416.31
Total For Fund 207 POLICE FUND					4,416.31
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	477.16
211-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	234.55
Total For Dept 000					711.71
Total For Fund 211 POLICE STAFFING FUND					711.71
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	89.86
236-266-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	89.86
236-266-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	6,052.77
236-266-853.000	AT&T MOBILITY	EID HOT SPOT	287299981863X0609	06/24/21	78.48
Total For Dept 266 PROPERTY O & M MAINTENANCE					6,310.97
Dept 271 PROPERTY O & M AUNE					
236-271-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	167.67
236-271-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	44.91
236-271-923.000	OSCODA WATER & SEWER	4003 SKEEL AVE	52521 05838	06/25/21	10.85
236-271-923.000	OSCODA WATER & SEWER	BUILDING 1842	52521 05895	06/25/21	1,183.22
Total For Dept 271 PROPERTY O & M AUNE					1,406.65
Total For Fund 236 PROP OPER & MNTNCE					7,717.62
Fund 245 PUBLIC IMPROVEMENT					
Dept 386 PUBLIC IMPROVEMENT CEMETERY					
245-386-971.000	STEVEN AND CYNTHIA HALL	SELL BACK TO TWP OF 2 PINECREST GRAVE PLOTS	06042021	06/30/21	300.00
Total For Dept 386 PUBLIC IMPROVEMENT CEMETERY					300.00
Total For Fund 245 PUBLIC IMPROVEMENT					300.00
Fund 271 LIBRARY					
Dept 000					
271-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	167.67
271-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	172.80
271-000-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	205.30
271-000-923.000	OSCODA WATER & SEWER	418 BLDG	52521 05935	06/25/21	74.77
Total For Dept 000					620.54
Total For Fund 271 LIBRARY					620.54
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 1	3289206	06/15/21	19.00
509-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 4	11131205	03/15/21	646.58
509-000-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	1,642.40
509-000-921.000	CONSUMERS ENERGY	1041 E RIVER RD	205011489554	07/07/21	517.49
509-000-921.000	CONSUMERS ENERGY	1249 E RIVER RD	205011489555	07/07/21	287.21

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Fund 509 OLD ORCHARD PARK Dept 000					
		Total For Dept 000			3,112.68
		Total For Fund 509 OLD ORCHARD PARK			3,112.68
Fund 590 SEWER Dept 000					
590-000-238.000	OWA	UB refund for account: 014-07540-00	06/22/2021	06/29/21	455.00
590-000-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	8,200.43
590-000-853.000	CHARTER COMMUNICATIONS	6/06/21 - 7/05/21	0073897060621	06/23/21	39.01
590-000-923.200	OSCODA WATER & SEWER	4466 MCNICHOL	52521 05752	06/25/21	10.85
590-000-923.200	OSCODA WATER & SEWER	4468 MCNICHOL	52521 05650	06/25/21	75.73
		Total For Dept 000			8,781.02
		Total For Fund 590 SEWER			8,781.02
Fund 591 WATER Dept 000					
591-000-238.000	OWA	UB refund for account: 014-07540-00	06/22/2021	06/29/21	509.00
591-000-800.300	BAKER TILLY MUNICIPAL ADVISORS, LLC	2021 DWRP BONDS SERVICES	BTMA10120	06/30/21	14,500.00
591-000-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	233164	06/30/21	7,736.99
591-000-980.100	HYDROCOP	METER INSTALLATION	0060104-A	06/30/21	18,134.00
		Total For Dept 000			40,879.99
		Total For Fund 591 WATER			40,879.99

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Fund Totals:		Fund 101 GENERAL/UNALLOCATED			33,734.43
		Fund 207 POLICE FUND			4,416.31
		Fund 211 POLICE STAFFING FUND			711.71
		Fund 236 PROP OPER & MNTNCE			7,717.62
		Fund 245 PUBLIC IMPROVEMENT			300.00
		Fund 271 LIBRARY			620.54
		Fund 509 OLD ORCHARD PARK			3,112.68
		Fund 590 SEWER			8,781.02
		Fund 591 WATER			40,879.99
		Total For All Funds:			100,274.30

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Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-283.100	LEWIS, DEBBIE	REFUND DEPOSIT 6/5/21	062221	06/30/21	350.00
101-000-283.100	SCOTT, SHEILA	REFUND DEPOSIT/PARTIAL RENT WARRIOR 6/6/21	06222021	06/30/21	350.00
Total For Dept 000					700.00
Dept 172 SUPERINTENDENT					
101-172-751.000	GARY OIL COMPANY	SUPT MAY 2021	220282	06/30/21	34.04
Total For Dept 172 SUPERINTENDENT					34.04
Dept 250 LAKEFRONT DISTRICT					
101-250-726.000	ROGER'S NURSERY	MANURE	052621	06/30/21	51.75
Total For Dept 250 LAKEFRONT DISTRICT					51.75
Dept 253 TREASURER					
101-253-900.000	IOSCO NEWS PRESS PUB CO	2021 SUMMER TAX ENVELOPES	303526751	06/30/21	459.00
101-253-960.000	VISA	REFUND DUE TO VIRTUAL CONFERENCE INSTEAD OF 3933		07/04/21	(100.00)
Total For Dept 253 TREASURER					359.00
Dept 257 ASSESSOR					
101-257-726.000	TIGER SUPPLIES INC.	TIGER SUPPLIES- MEASURING TAPES TAX ASSESSO	215500	07/04/21	49.90
101-257-801.000	BS&A SOFTWARE	ANNUAL SERVICE/SUPPORT FEE - ASSESSING	134882	06/30/21	2,110.00
Total For Dept 257 ASSESSOR					2,159.90
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-726.000	FASTENAL COMPANY	CABLE TIES, CONNECTORS	MITAW36764	06/30/21	67.96
101-265-726.000	GINGERICH FEED & IMPLEMENT	20.20.20/COPPER SUL	108804	06/30/21	62.60
101-265-751.000	GARY OIL COMPANY	DPW MAY 2021	220284	06/30/21	373.32
101-265-761.000	DULUTH TRADING CO	WORK SHOES	49521	07/04/21	180.09
101-265-775.000	FASTENAL COMPANY	HEX LAG	MITAW36751	06/30/21	26.94
101-265-775.000	TRUGREEN-CHEMLAWN	LAWN SERVICE	138705852	06/30/21	70.00
101-265-801.000	IOSCO NEWS PRESS PUB CO	SEASONAL AD	303522357	06/30/21	49.50
101-265-930.000	NORTHEASTERN WINDOW & DOOR	TORSION SPRING W/ CONES AND CABLES	181387	06/30/21	662.70
Total For Dept 265 TOWNSHIP HALL & GROUNDS					1,493.11
Dept 276 CEMETERY					
101-276-751.000	GARY OIL COMPANY	CEMETARY MAY 2021	220286	06/30/21	111.86
Total For Dept 276 CEMETERY					111.86
Dept 299 UNALLOCATED					
101-299-801.200	I.T. RIGHT	IT SERVICES-JULY	20168665	06/30/21	1,791.66
101-299-802.000	STEPHENSON & COMPANY, P.C.	AUDIT PREP	234053	06/30/21	850.00
101-299-880.000	IOSCO NEWS PRESS PUB CO	LEAF AND BRUSH ADS	303522356	06/30/21	73.50
101-299-880.000	IOSCO NEWS PRESS PUB CO	LEAF AND BRUSH ADS	303522686	06/30/21	73.50
101-299-880.000	IOSCO NEWS PRESS PUB CO	LEAF AND BRUSH ADS	303526269	06/30/21	73.50
101-299-880.000	IOSCO NEWS PRESS PUB CO	LEAF AND BRUSH ADS	303526535	06/30/21	73.50
101-299-880.000	VISA	ZOOM MEETING 3/26/21 - 4/25/21	2449215111	07/05/21	15.89
101-299-880.000	ZOOM	VIRTUAL MEETINGS & STORAGE	88233043	07/04/21	78.08
101-299-880.000	ZOOM	VIRTUAL MEETING	82596219	07/04/21	15.89
101-299-900.000	GOVHR USA	SUPERINTENDENT RECRUITMENT AD	7361	07/04/21	100.00
101-299-900.000	IOSCO NEWS PRESS PUB CO	NEWSLETTERS SUMMER 2021	303526353	06/30/21	545.00
Total For Dept 299 UNALLOCATED					3,690.52
Dept 336 FIRE DEPARTMENT					
101-336-751.000	GARY OIL COMPANY	FIRE DEPT MAY 2021	222261	06/30/21	177.26
Total For Dept 336 FIRE DEPARTMENT					177.26

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Fund 101 GENERAL/UNALLOCATED					
Dept 722 ZONING & PLANNING					
101-722-726.000	QUILL CORPORATION	OFFICE SUPPLIES	17078108	06/30/21	25.38
101-722-726.000	QUILL CORPORATION	OFFICE SUPPLIES	17075307	06/30/21	181.59
101-722-900.000	IOSCO NEWS PRESS PUB CO	PUBLIC NOTICE 5/19/2021	303526365	06/30/21	140.88
101-722-960.000	CITIZEN PLANNER COORDINATOR MSU	CITIZEN PLANNER ONLINE PROGRAM ZONING	4460462	07/04/21	250.00
Total For Dept 722 ZONING & PLANNING					597.85
Dept 751 PARKS & RECREATION					
101-751-726.000	EASTERN SALES	URINAL SCREENS, SPIC N SPAN, BAGS	1310	06/30/21	556.00
101-751-751.000	GARY OIL COMPANY	PARKS & REC MAY 2021	220283	06/30/21	407.29
101-751-775.000	TRUGREEN-CHEMLAWN	VEGETATION CONTROL	139371632	06/30/21	431.59
Total For Dept 751 PARKS & RECREATION					1,394.88
Dept 753 FOOTE SITE PARK					
101-753-956.000	PRINT 'N' GO	LAUNCH PASSES	64702	06/30/21	126.50
Total For Dept 753 FOOTE SITE PARK					126.50
Dept 754 KEN RATLIFF PARK					
101-754-667.100	SCOTT, SHEILA	REFUND DEPOSIT/PARTIAL RENT WARRIOR 6/6/21	06222021	06/30/21	100.00
101-754-726.000	PRINT 'N' GO	GOLF PENCILS FOR BOAT LAUNCH	110490	06/30/21	15.68
101-754-956.000	JOSH JACKSON	BUG AND SPIDER SPRAY- WARRIOR PAVILION	7294-12	06/30/21	50.00
101-754-956.000	PRINT 'N' GO	LAUNCH PASSES	64702	06/30/21	126.50
Total For Dept 754 KEN RATLIFF PARK					292.18
Total For Fund 101 GENERAL/UNALLOCATED					11,188.85
Fund 203 ROAD IMPROVEMENT FUND					
Dept 000					
203-000-969.000	LIQUID CALCIUM CHLORIDE SALES	CALCIUM CHLORIDE	060914	06/30/21	5,054.22
Total For Dept 000					5,054.22
Total For Fund 203 ROAD IMPROVEMENT FUND					5,054.22
Fund 207 POLICE FUND					
Dept 000					
207-000-751.000	GARY OIL COMPANY	POLICE GAS MAY 2021	220289	06/30/21	2,464.81
207-000-761.000	GALLS INCORPORATED	POLICE UNIFORM SIMMONS	018534511	06/30/21	64.20
207-000-801.200	STATE OF MICHIGAN	TOKEN USER FEES	551-587164	06/30/21	429.00
207-000-933.000	SEVAN K, INC	POLICE VEHICLE WASH	053121	06/30/21	184.00
Total For Dept 000					3,142.01
Total For Fund 207 POLICE FUND					3,142.01
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-751.000	GARY OIL COMPANY	FUND 211 GAS MAY 2021	220288	06/30/21	326.51
Total For Dept 000					326.51
Total For Fund 211 POLICE STAFFING FUND					326.51
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-726.000	JOHNSON AUTO SUPPLY, INC.	MAINTANANCE SUPPLIES	858876	06/30/21	55.06
236-266-751.000	GARY OIL COMPANY	BASE MAY 221	220285	06/30/21	344.21
236-266-801.000	MISSION NORTH, LLC	TAX ABATEMENT POLICY	210615	06/30/21	3,960.00
236-266-931.000	SWEET HEATING & COOLING, LLC	ADDED REFRIGERANT TO HOSPITAL CHILLER AND	D8359	06/30/21	1,840.00

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Fund 236 PROP OPER & MNTNCE Dept 266 PROPERTY O & M MAINTENANCE					
		Total For Dept 266 PROPERTY O & M MAINTENANCE			6,199.27
Dept 269 236-269-930.000	ORKIN, INC.	BUG TREATMENT SERVICE	213181294	06/30/21	149.41
		Total For Dept 269			149.41
Dept 271 PROPERTY O & M AUNE 236-271-802.000	SERVICEMASTER CLEAN	JUNE 2021	74676	06/30/21	65.00
236-271-930.100	FRANK'S KEY & LOCK	HORTON 7100 SWING DOOR OPENER	42505	06/30/21	2,345.00
		Total For Dept 271 PROPERTY O & M AUNE			2,410.00
		Total For Fund 236 PROP OPER & MNTNCE			8,758.68
Fund 271 LIBRARY Dept 000					
271-000-930.000	AUSABLE HARDWARE & SURPLUS	RETURN HOSE	124577	06/30/21	(13.99)
271-000-930.000	AUSABLE HARDWARE & SURPLUS	GARDEN HOSE, VINYL TUBE	123633	06/30/21	14.95
		Total For Dept 000			0.96
		Total For Fund 271 LIBRARY			0.96
Fund 509 OLD ORCHARD PARK Dept 000					
509-000-726.000	QUILL CORPORATION	OFFICE SUPPLIES INV 17071268	17071268	06/30/21	77.97
509-000-726.000	S ABRAHAM & SONS, INC	GROCERY RESTOCK INV 559955	559955	06/30/21	198.20
509-000-728.000	BETTER MADE SNACK FOODS	CHIP RE-ORDER INV 5262116513	5262116513	06/30/21	18.08
509-000-728.000	CONNELLY DISTRIBUTORS	CANDY RESTOCK INV 11752	11752	06/30/21	155.20
509-000-728.000	CONNELLY DISTRIBUTORS	CANDY RESTOCK INV 11537	11537	06/30/21	239.10
509-000-728.000	S ABRAHAM & SONS, INC	GROCERY RESTOCK INV 559955	559955	06/30/21	405.62
509-000-728.000	S ABRAHAM & SONS, INC	GROCERIES INV 595819	595819	06/30/21	358.94
509-000-728.000	THE HOME CITY ICE COMPANY	ICE INV 6088210143	6088210143	06/30/21	250.80
509-000-728.000	THE HOME CITY ICE COMPANY	ICE INV 6088210158	6088210158	06/30/21	66.00
509-000-728.000	THE HOME CITY ICE COMPANY	ICE INV5541211820	5541211820	06/30/21	79.20
509-000-729.000	CONNELLY DISTRIBUTORS	CANDY RESTOCK INV 11752	11752	06/30/21	120.00
509-000-729.000	CONNELLY DISTRIBUTORS	CANDY RESTOCK INV 11537	11537	06/30/21	321.00
509-000-729.000	GORDON'S BAIT SHOP	BAIT RESTOCK INV 2501-45	2501-45	06/30/21	193.00
509-000-729.000	S ABRAHAM & SONS, INC	GROCERY RESTOCK INV 559955	559955	06/30/21	16.11
509-000-729.000	S ABRAHAM & SONS, INC	GROCERIES INV 595819	595819	06/30/21	81.66
509-000-741.000	AMAZON CAPITAL SERVICES	WALKIE TALKIE INV 1JMT-VP1-7RTC	1JMT-VP1-7RTC	06/30/21	75.99
509-000-751.000	GARY OIL COMPANY	OOP GAS MAY 2021	220287	06/30/21	104.60
509-000-751.000	GARY OIL COMPANY	REC GAS INV 205459	205459	06/30/21	281.98
509-000-751.000	GARY OIL COMPANY	DYED #2 INV 205460	205460	06/30/21	5.70
509-000-818.000	OSCODA SEPTIC TANK SERVICE INC	SEPTIC CLEANING	060421	06/30/21	100.00
509-000-890.000	HURON SHORES PLUMBING	INSTALL ROOFTOP UNIT + CONVERSION KIT	8333	06/30/21	1,250.00
509-000-900.000	IOSCO NEWS PRESS PUB CO	WANT ADS	303522769	06/30/21	55.00
509-000-900.000	IOSCO NEWS PRESS PUB CO	WANT ADS	303526371	06/30/21	55.00
509-000-900.000	IOSCO NEWS PRESS PUB CO	WANT ADS	303526667	06/30/21	55.00
509-000-930.000	ALPENA SUPPLY COMPANY	VACUUM BREAKERS INV S100336538.001	S100336538.001	06/30/21	78.80
509-000-930.000	AUSABLE HARDWARE & SURPLUS	PAVEMENT SEALER INV 124419	124419	06/30/21	39.77
509-000-930.000	EASTERN SUPPLY PRODUCTS	CLEANING SUPPLIES INV 5870	5870	06/30/21	27.66
509-000-930.000	EASTERN SUPPLY PRODUCTS	MAINT SUPPLIES INV 5924	5924	06/30/21	253.78
509-000-930.000	EASTERN SUPPLY PRODUCTS	TP INV 5894	5894	06/30/21	53.89
509-000-930.000	MIDLAND CHEMICAL CO., INC	CLEANING SUPPLIES INV 555876	555876	06/30/21	140.25
509-000-933.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES INV 125197	125197	06/30/21	31.98

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Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-933.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES INV 126328	126328	06/30/21	7.03
509-000-956.000	AMERICAN CHANGER AND HOFFMAN MINT	TOKENS ORDER # 143912	143912	06/30/21	403.00
		Total For Dept 000			5,600.31
		Total For Fund 509 OLD ORCHARD PARK			5,600.31
Fund 591 WATER					
Dept 000					
591-000-964.000	KNAACK, PHILLIP	REIMBURSE FOR CONNECTION TO MUNICIPAL WATER06232021		06/30/21	1,100.00
		Total For Dept 000			1,100.00
		Total For Fund 591 WATER			1,100.00

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Fund Totals:		Fund 101 GENERAL/UNALLOCATED			11,188.85
		Fund 203 ROAD IMPROVEMENT FUND			5,054.22
		Fund 207 POLICE FUND			3,142.01
		Fund 211 POLICE STAFFING FUND			326.51
		Fund 236 PROP OPER & MNTNCE			8,758.68
		Fund 271 LIBRARY			0.96
		Fund 509 OLD ORCHARD PARK			5,600.31
		Fund 591 WATER			1,100.00
		Total For All Funds:			35,171.54

**CHARTER TOWNSHIP OF OSCODA
ENGINEERING PROJECT AND AS-NEEDED
PROGRESS REPORT
June 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. Phase B, G and F-41 portion of Phase H bid opening was held on April 8, 2021. Project has been awarded to Katterman Trucking. Project funding closed on June 7, 2021. **Construction contracts being finalized and working on scheduling of pre-construction meeting.**
 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. Phases C, D, and E are included in current "Notice-of-Intent" Resolution that is out for public notice. **The design of all remaining phases is included in proposal in front of the Board tonight. These phases will be authorized as funding becomes available.**
 4. Under DWRF, all services are covered at no costs to the residents.
- **Sanitary Sewer System Improvements (CWSRF Program):**
 1. Project bid opening was held on April 8, 2021. Project funding is currently out for public notice. **Tentative recommendation of award will be forthcoming at the 1st Board Meeting in July along with the Bond Resolution.** Project funding closing is tentatively scheduled for September 2021. Construction will be authorized immediately upon closing.
 2. It is expected that the Township will receive \$1,333,750 in CWSRF principal forgiveness towards the overall project costs of \$5.3M.
- **Specific Funding Opportunities:**
 1. Rowe is continuing to investigate several funding opportunities from State Representative Susan Allor's Office, MEDC/CBDG – WIR (Not eligible), **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 re-submitted for the Consumers Energy Planet Grants, like last year, for funding of the IBT Phase 3 Trail (\$500,000)Township was declined...encouraged to submit on other **Consumers Energy grants available...Rowe has completed applications.... 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) ...**pending results.**
 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:
 - \$300k Michigan Natural Resources Trust Fund (MNRTF) Grant has been officially award to the Township.
 - 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.
 - **Completed MDOT Preliminary Plan Review (Grade Inspection) meeting on June 2, 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.**

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.

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Engineering Report
June 2021

- **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
June 28, 2021

ACTION ITEMS

Lake Street Development Property MOU

Your packet contains several items that are a result of the Township Board's MOU with AmeriLodge Group. These items include a completed feasibility study by the Economic Improvement Director based on the developer's requirements for a Holiday Inn Express hotel and an updated LOI package submitted by the developer. The sale of Township owned property requires Township Board approval.

Action: Consider approving the sale of the Lake St. Redevelopment site to the AmeriLodge Group in the amount of \$350,000 for the purpose of constructing a Holiday Inn Express hotel.

MDOT/EIC Downtown Walkability Improvements

Your packet contains a Letter of Commitment from MDOT's Alpena TSC office to install/paint new pedestrian crosswalks at the intersections of US23 and Dwight St and US23 and Michigan St. As described in the letter, the leadership team visited the Township for a field review on June 11, 2021. The result of the meeting is the newly proposed crosswalks to increase pedestrian safety throughout the downtown. This objective comes from the PlaceLEAP Strategies guide adopted in 2019 for improving our downtown walkability. This requires Township Board approval.

Action: Consider approving MDOT to paint additional crosswalks and the intersections of US23 and Dwight St and US23 and Michigan St and accept the long-term maintenance across the local streets.

IT Contract Placeholder

This item has been added as a placeholder pending information from IT Right.

Fire Truck Sale

The Township's 1990 Grumman Custom Pumper has been listed for sale for \$14,000 on the Fire Truck Mall website since October of 2020. With no interested parties, a recommendation has been sought from the Fire Chief for disposition.

Action: Consider reducing the sale price for 30 days to \$8,000 then after another 30 days at \$5,000. If no sale after 60 days, consider offering to another Township.

Fire Department Equipment Purchase Request

Your packet contains a request for personal fire equipment from Fire Chief MacGregor. These items are maintained to assure safe operation for all firemen in service. The cost of this equipment, in the amount of \$6,912.00 (to be paid out of Equipment 101-336-980.000) to be purchased from WestShore Fire.

Action: Consider approving the fire equipment request in the amount of \$6,912.00 to be paid out of 101-336-980.000.

Vactor Truck Repairs

Your packet contains two separate invoices for Vactor Truck repairs. The first invoice in the amount of \$6,523.13 (½ to Sewer Fund 590-000-931.000 and ½ to Water Fund 591-000-931.000) from Doheny has a

summary of numerous repairs along with a DOT inspection. The second invoice from Northern Truck Repair, in the amount of \$2,058.73 (½ to Sewer Fund 590-000-931.000 and ½ to Water Fund 591-000-931.000) for the replacement of the fuel tank and an oil change.

Action: Consider approving the invoices for Doheny (\$6,523.13) and Northern Truck Repair (\$2,058.73) to be paid from ½ 590-000931.000 and 591-000-931.000.

OOP Appropriations Request

Your packet contains a memo from the Old Orchard Park manager requesting appropriations in the amount of \$5,600.00 (to be applied to 509-000-775.000) increasing the Old Orchard Park budget to \$927,776.00. This requires Township Board approval.

Action: Consider approving the appropriations request in the amount of \$5,600.00 to be applied to 509-000-775.000.

2022 Vector Truck Order

Your packet contains a price quote for a new vector truck to be purchased in 2022. This vehicle will need to be approved to begin building for next year's purchase in keeping with the Capital Improvement Plan.

Action: Consider approving the request to begin building the new vector to be purchased in 2022 per the Capital Improvement Plan and approving the purchase price of \$473,128.00 to be split half between 590 Sewer Fund and 591 Water Fund when completed in 2022.

Forest Service Agreement

Your packet contains an agreement from the Forest service to help provide mutual aid, prevention, detection and suppression of wildfires in the vicinity of the Huron-Manistee National Forest area. This agreement has been reviewed by the Township's attorney and the Fire Chief and is agreeable. This document requires Township Board approval.

Action: Consider approving the agreement to be executed by the Township's Fire Chief, Allan MacGregor.

Metropolitan Extension

Your packet contains an application for access to and ongoing use of Public ways by telecommunications providers from KEPS Technologies Inc. This agreement proposes to construct fiber optic lines for high speed internet. Included in your packet is the review of these documents done by our Engineer, Rick Freeman. This has also been reviewed by the Township's attorney.

Action: Consider approving the Metropolitan Extension with the recommended corrections stated by Rowe and authorize the Township Clerk and Supervisor to execute the documents.

Demolition RFP

Your packet contains an RFP for Demolition Services to be reviewed by the Township Board. This RFP was created by the previous Superintendent and reviewed by the Township's attorney. This requires Township Board approval.

Action: Consider approving the RFP for Demolition Services.

Rowe Engineering Oscoda C through H Water Main Proposal

Your packet contains a proposal from Rowe Engineering for the Water Main Extension Phases C,D,EF and H in the amount of \$621,310.00 (to be paid from Water Fund 591-000-821.100). This proposal requires Township Board approval.

Action: Consider approving the \$621,310.00 ROWE Proposal for the Water Main Extension Oscoda C through H.

Book Drop Box for the Library

Your packet contains a memo from Robin Savage, the Township's Librarian. She is requesting appropriations to purchase a much needed outdoor book drop box for the library. The Township would make the initial purchase and the library can then reimburse the township with a grant she procured through the district in the amount of \$3200.00. The total for drop box system (including the inner cart) and shipping is \$5,699.40.

Action: Consider approving appropriations to the library in the amount of \$2,699.40 to 271-000-890.000.

OTHER ITEMS

Downtown Mural Project Request

Your packet contains proposals (to be paid out of fund 101-250-956.000) for newly installed public art in the downtown in the form of 1 custom painted mural and 4 vinyl printed banners. The custom painted mural will be on the ally side of the newly opened To the Moon and Back building. The 4 vinyl banners will be sized at (1) 8'x16' and (1) 8'x8' to be installed on the South side of the Vinnie's Hardware building and (1) 8'x12' and (1) 8'x8' to be installed on the North side of the former IGA building at the corner of US23 and River Rd. The EIC has approved of this project and has nominated 2 of the possible 4 paintings for the vinyl banners and either of the murals. This objective comes the PlaceLEAP Strategies guide adopted in 2019 and requires Township Board approval.

Action: Consider approving the downtown art project with a not to exceed amount of \$10,000 for the custom mural and a not to exceed amount of \$4,920.00 for the vinyl banners.

Rowe Engineering Proposal – Conceptual Drawings for Furtaw Public Meetings and RFP's

Your packet contains a proposal (to be paid out of fund 101-250-801.000) from Rowe Professional Services to provide site plan and architectural concepts for Furtaw Field. These services will aid in the public planning discussions that will be held on July 15th and 27th at Warrior Pavilion and will also serve a basis for RFP's or RFQ's should the Township move in this direction. This requires Township Board approval.

Action: Consider approving the proposal from Rowe Professional Services in the amount of \$9,400.

2021 North American Space Summit Budget Request August 31st – September 2nd

Your packet contains a request to attend the 2021 NASS (to be paid from fund 236-266-960.000) As we continue to work towards the opportunity of a spaceport license for horizontal launch, this conference provides both industry education and marketing opportunities to potential business recruits. Similar to last year, we plan to send 4 delegates and secure trade booth space. Last year we spent just under \$6,500 to attend. This requires Township Board approval.

Action: Consider approving expenditures not to exceed \$6,000 to attend the 2021 North American Space Summit.

Respectfully Submitted,



Tammy Kline

Interim Township Superintendent

Holiday Inn Express & Suites Oscoda, MI

Oscoda Hotels, LLC

Business Summary

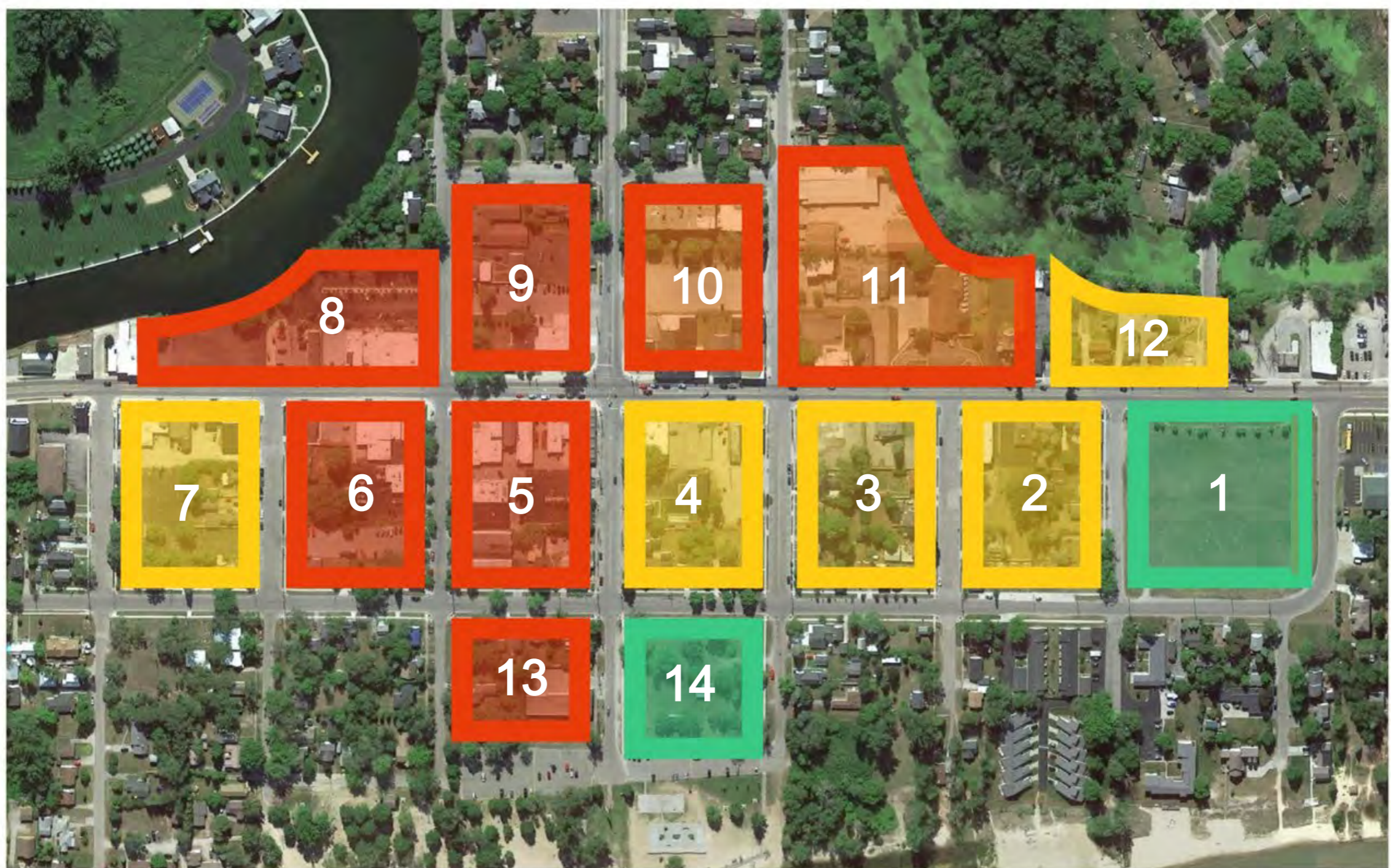


- Oscoda Hotels, LLC is proposing to develop a Holiday Inn Express & Suites offering 90 guest rooms, in Oscoda, Michigan at the Lake Street Redevelopment Site consisting of 1.8 acres. The site is classified as a C-L, zoned for Commercial – Lodging.
- The Lake Street Redevelopment site will be purchased via cash.
- We desire to break ground on the project in July of 2021 to be open by July of 2022. From a financial return on investment it is our desire to be open in the summer to take advantage of the demand versus opening in the off season. The project will take approximately 10 – 12 months to complete a 90 room Holiday Inn Express & Suites.
- The newly built hotel will feature the newest design for the Holiday Inn Express brand, “Introducing...Formula Blue”. The guestrooms will include a flexible work space; functional storage units, providing horizontal luggage storage; convenient moveable seating allowing guests to use the space in ways that work best for them; a newly designed decor for the guestroom. The open lobby design will enable guests, in particular the business traveler, to be able to connect and fulfill their overall technology needs.
- Additional hotel amenities include an indoor swimming pool, an exercise room, and complimentary Wi-Fi, as well as fax and copy services. The hotel will offer over 1,100 square feet of meeting space to accommodate functions of up to 80 people.
- A clean, modern, and technology friendly driven lodging accommodation will be brought to the Oscoda community with the addition of this Holiday Inn Express & Suites. With the Formula Blue Concept, we expect this to be an award-winning hotel and the preferred lodging choice for the business and leisure travelers in the Oscoda and Iosco County area.
- Leisure guests wishing to utilize the Oscoda Township Beach Park, experiencing the area’s natural beauty of the Huron Manistee National Forest and Tawas Point State Park will now have superior lodging accommodations. This in return will transform a day trip into perhaps a two or three night stay patronizing the nearby restaurants, shopping centers, and other surrounding outlets in the area.
- The Holiday Inn Express & Suites Oscoda will be a nice amenity in lodging for nearby business hosting corporate guests, travelers flying into the Oscoda – Wurtsmith Airport and various festivals thru out the summer.

- With IHG Rewards being the largest rewards loyalty program, this will also contribute to capturing new guests at the Holiday Inn Express & Suites Oscoda looking to explore Oscoda Township referred to as the “Sunrise Coast” of Lake Huron.
- The expected addition of more than 25 jobs to the community is an additional benefit the Holiday Inn Express & Suites, Oscoda will provide.
- With respect to the Mutual Letter of Understanding, The Amerilodge Group’s search criteria consist of the following:
 - Close proximity to the beach and to downtown
 - Approximately 2 acres of land
 - Rectangular or Square Shape property
 - Close to restaurants
 - Water and Sewage



Downtown Oscoda | Holiday Inn Express Feasibility Study



Downtown Oscoda Block Segments

ACREAGE	COLOR CODE
N/A	<div></div> GO
	<div></div> NO GO
	<div></div> COMPLICATED



BLOCK 1

Single owner site owned by Oscoda Township. Meets the physical requirements of the desired search, close to beach access, but a little farther away from the downtown amenities than ideal.

ACREAGE

Approx 3.3

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 2

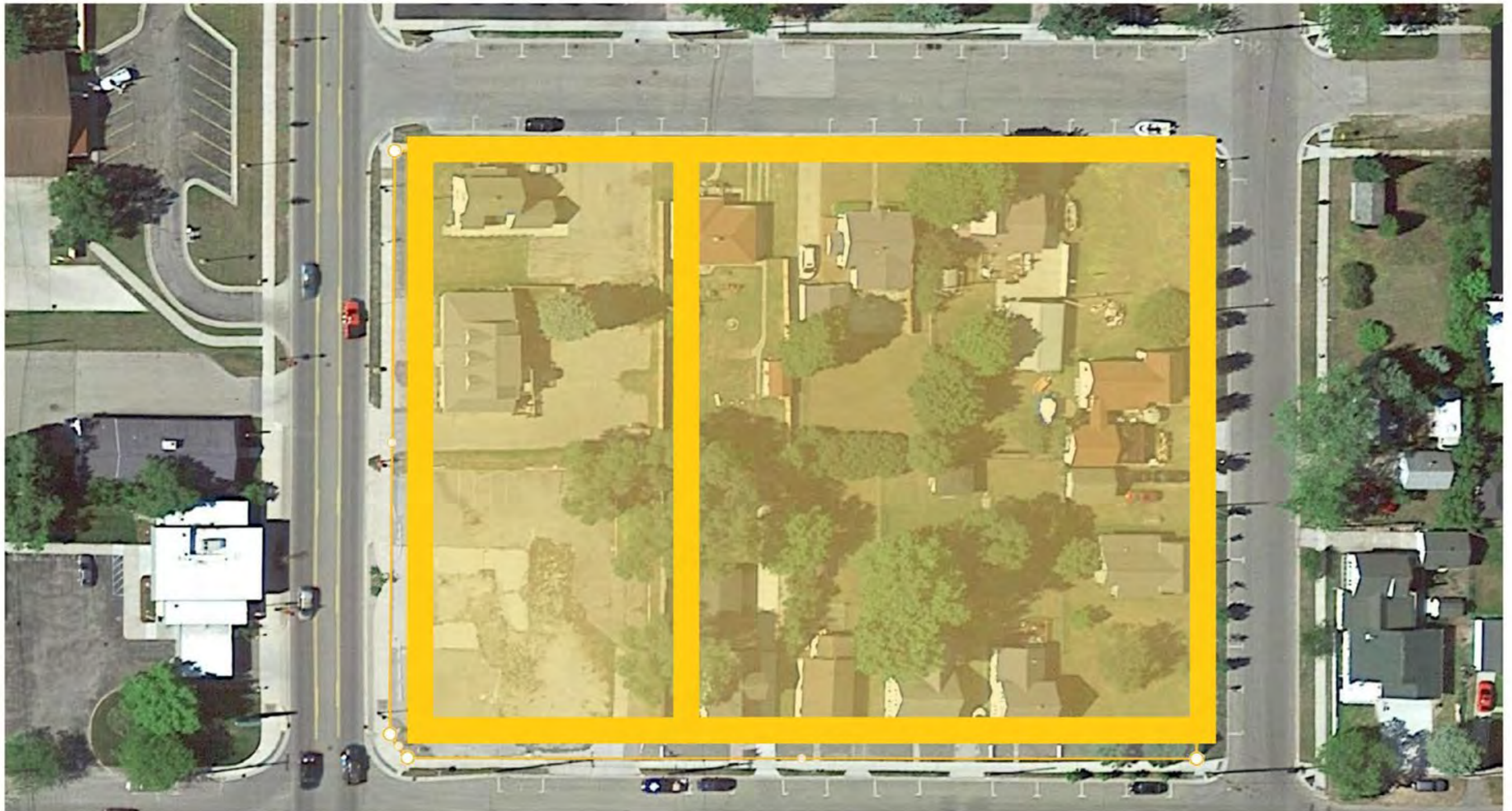
The overall size of the block meets the requirement, but the cost and timing of acquiring the commercial properties not feasible. Sub-block area would also work but same issue with 7 residential landowners. Not Feasible based on cost and timing.

ACREAGE

Block = approx. 2.7 AC
Sub block area = 1.8 AC

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 3

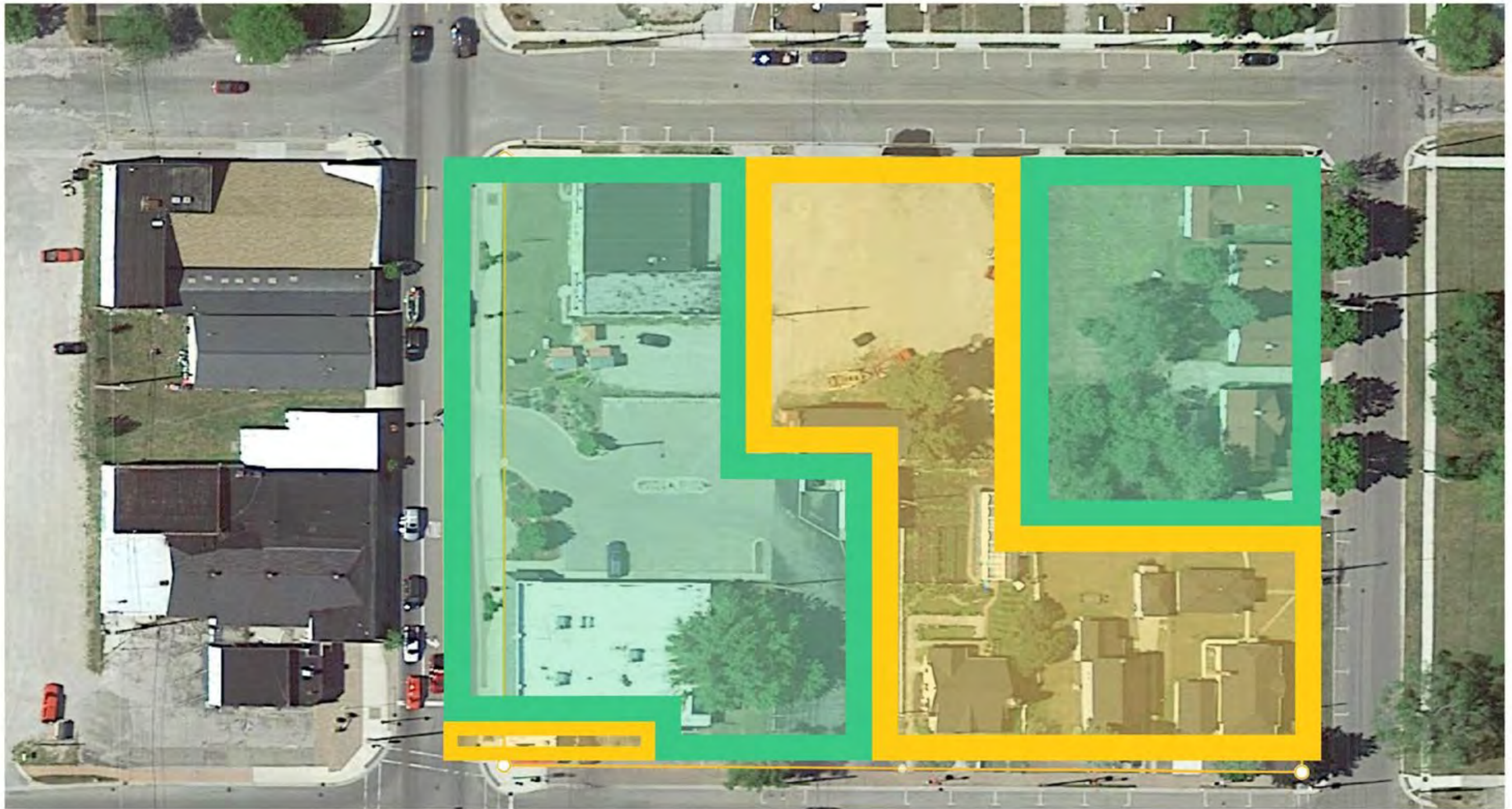
The overall size of the block meets the requirement, but the cost and timing of acquiring the commercial properties not feasible. Sub-block area would also work but same issue with 9 residential landowners. Not Feasible based on cost and timing.

ACREAGE

Block = approx. 2.7 AC
Sub bloc = 1.8 AC

COLOR CODE

- GO
- NO GO
- COMPLICATED



BLOCK 4

The overall size of the block meets requirement, and several sites are avail to purchase. Total acquisition cost plus trying to acquire additional properties make this unfeasible based on cost and timing.

ACREAGE

2.7 AC

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 5

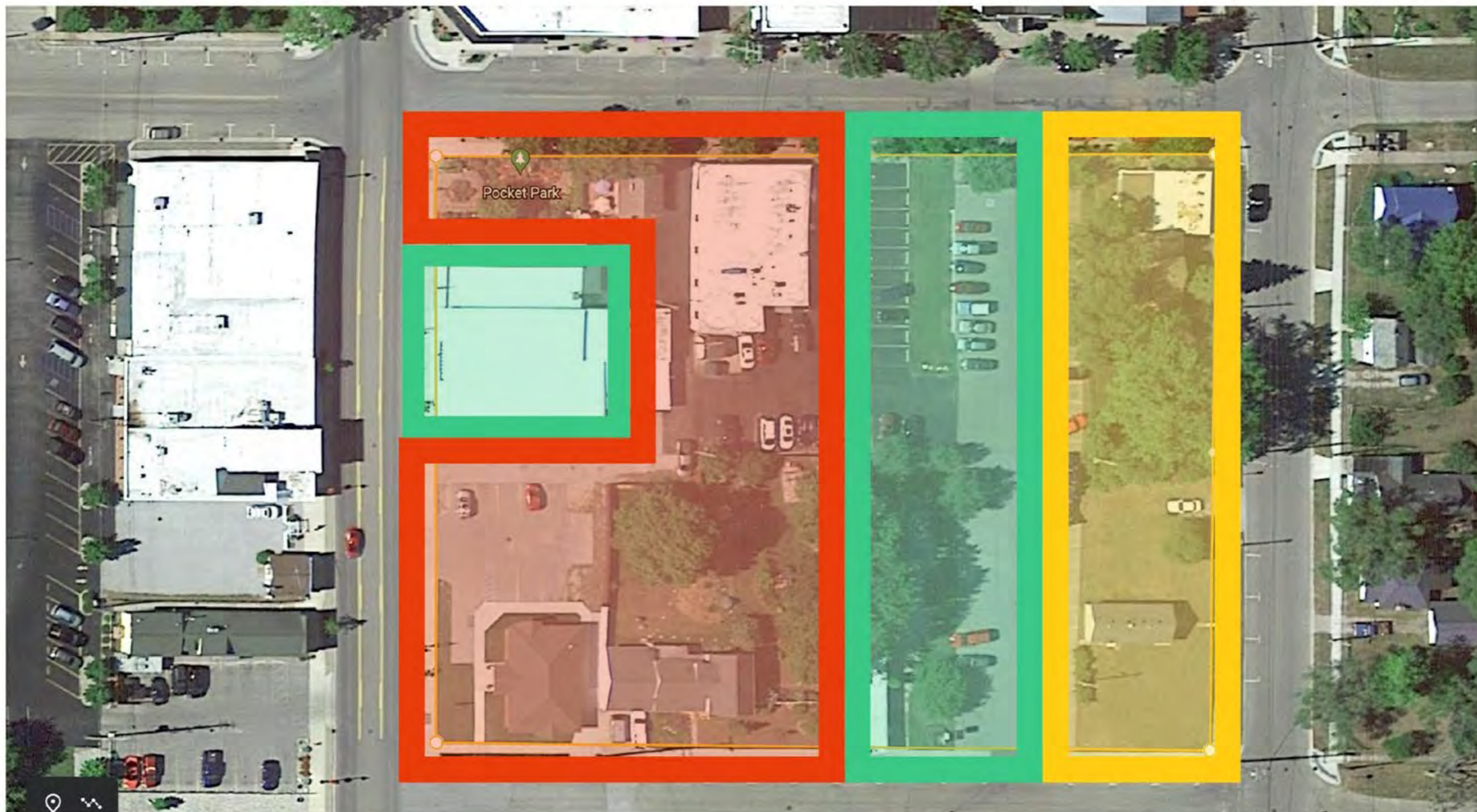
The size of the block does meet the physical requirement, however, given this is a critical commercial block, this is not even a consideration.

ACREAGE

Block = approx. 2.7 AC

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 6

The size of the block does meet the physical requirement with available properties, however, given the existing critical commercial businesses, this is not feasible.

ACREAGE

Block = approx. 2.7 AC

COLOR CODE

- GO
- NO GO
- COMPLICATED



BLOCK 7

The overall size of the block meets the requirement, but the cost and timing of acquiring the commercial properties not feasible. Sub-block area would also work but same issue with 7 residential landowners. Not Feasible based on cost and timing.

ACREAGE

Text goes here

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 8

The size of the block does meet the physical requirement, however, given this is a critical commercial block, this is not even a consideration.

ACREAGE

Block = approx. 2.83 AC

COLOR CODE

- GO
- NO GO
- COMPLICATED



BLOCK 9

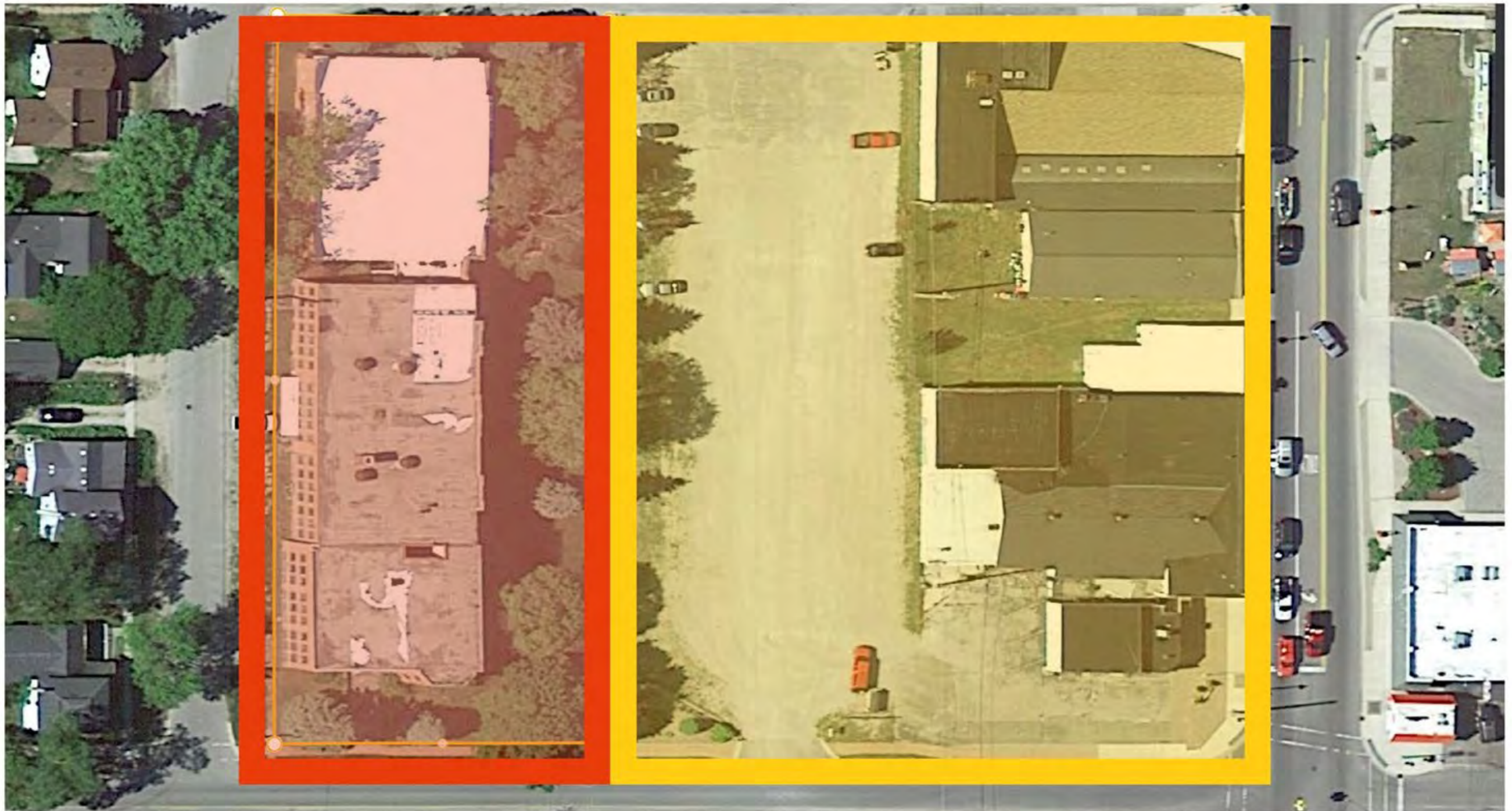
While the Township considers its long-term plan for upgraded and expanded facilities, no such strategy would take place in time for the hotel project. The remaining property of the church is only approx. 1.4 AC making this site a no go from the start.

ACREAGE

Block = approx. 2.7 AC

COLOR CODE

- GO
- NO GO
- COMPLICATED



BLOCK 10

One owner block with feasible acreage, however the cost of a total acquisition is not financially feasible and the school site by itself is only about 1 AC.

ACREAGE

Block – approx. 2.7 AC

COLOR CODE



GO



NO GO



COMPLICATED



BLOCK 11

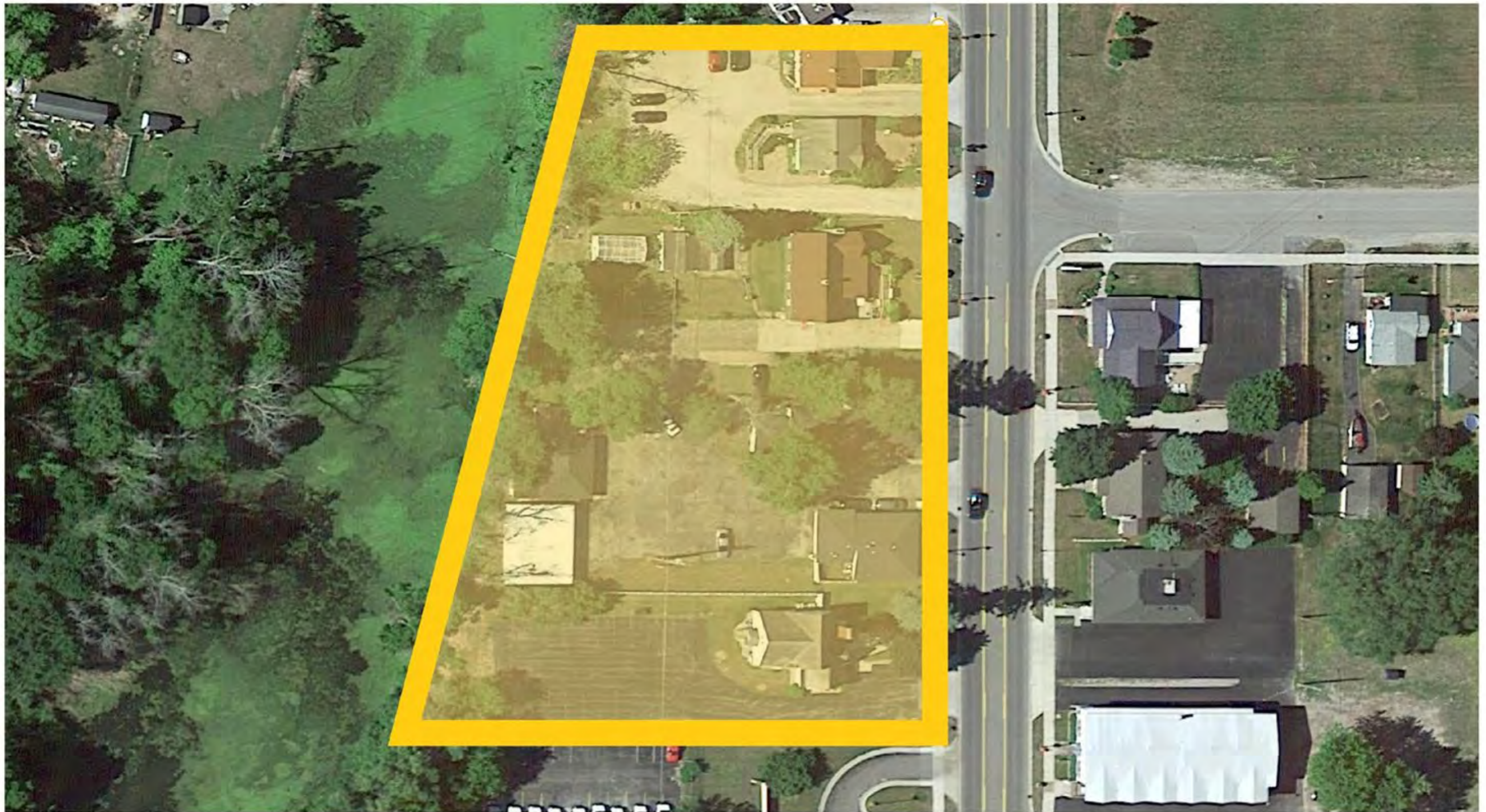
3 Owner site that overall meets the physical requirements, however 2 active commercial business on the US23 corridor limit the size of the western site and the with the corner site being a bank, this is not a cost justifiable site .

ACREAGE

Site = approx. 2.4 AC

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 12

The size of the block does meet the physical requirement, however, this is an active commercial area, so the cost and timing of land acquisition is not very feasible. Plus, it is farther away from the downtown than ideal.

ACREAGE

Section =
approx. 2 AC

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 13

Site meets all the desired criteria but the AT&T building holding critical communication infrastructure is a non-starter.

ACREAGE

Block = approx. 1.8 AC

COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



BLOCK 14

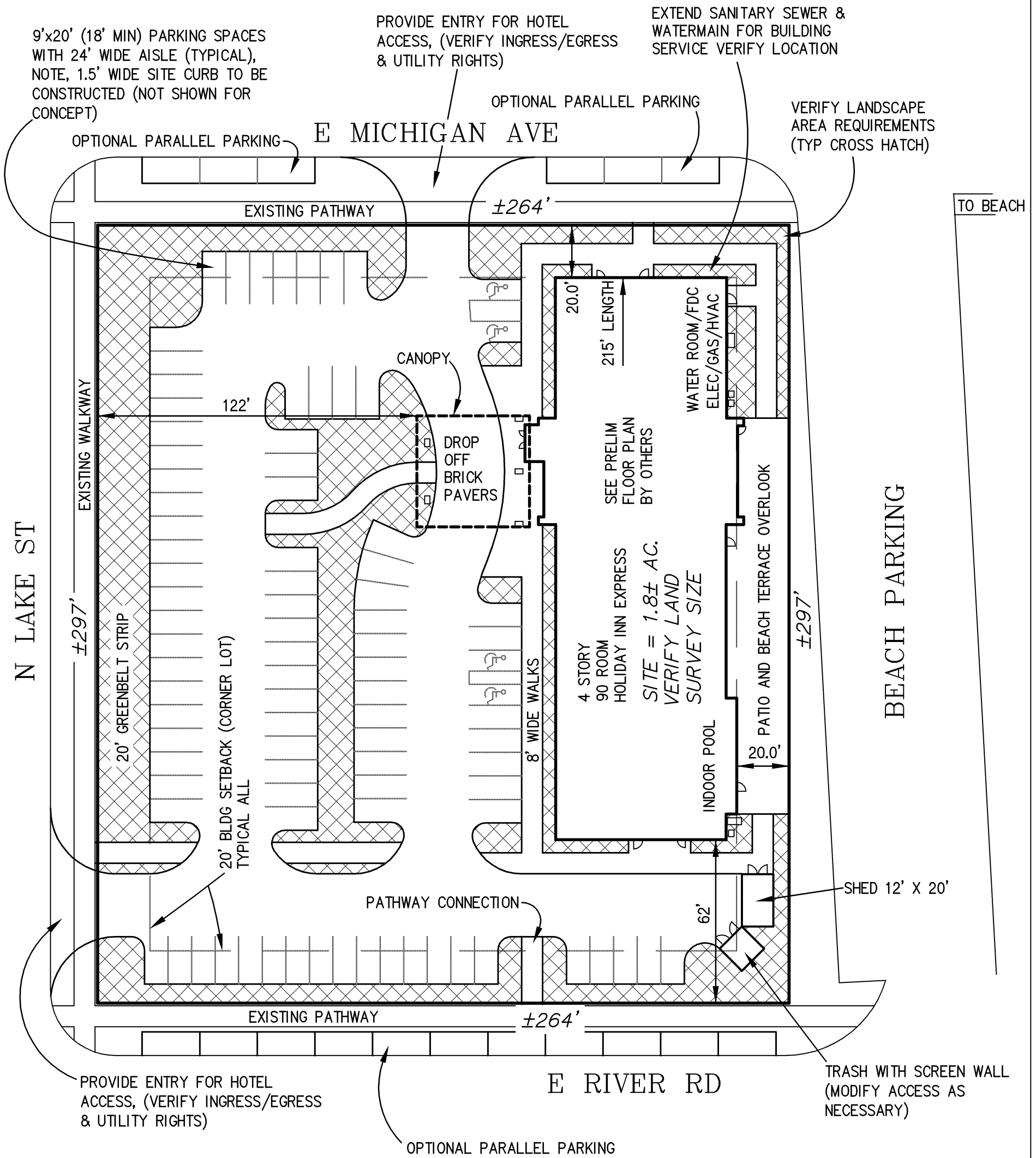
1 Owner site owned by Oscoda Township. This site is the only site that meets all the search criteria for the developer, cost effective and allows the developer to complete the project based on their goals. Also the only site in the downtown that meets the primary use zoning.

ACREAGE

Block = approx. 1.8 AC

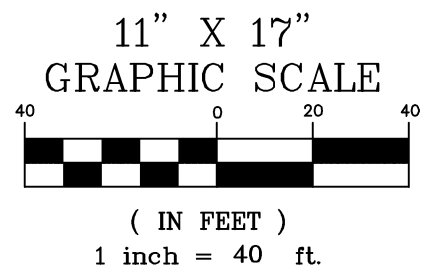
COLOR CODE

-  GO
-  NO GO
-  COMPLICATED



CONCEPT NOTES

1. VERIFY THAT SITE IS ZONED SSBN WITH C-L. HOTEL IS A PERMITTED USE. ALSO CONFIRM SETBACKS FOR BUILDING AND PARKING AND THAT 4 STORIES HEIGHT (MAX 55') RESTRICTION IS ADEQUATE.
2. TOTAL PARKING SHOWN 90 SPACES ON-SITE FOR 90 ROOMS WITH EMPLOYEES. EXTRA OPTIONAL 17 SPACES OF NEW PARALLEL ON-ROAD SHOWN. CONCEPT CAN BE MODIFIED TO REDUCE OR ADD PARKING, PENDING VARIOUS PARAMETERS REQUIRED. VERIFY OFF-SITE CITY PARKING CAN BE INCLUDED.
3. CONFIRM IF RETENTION OR DETENTION WITH UNDERGROUND STORAGE IS REQUIRED, OR IF A SHARED STORMWATER SYSTEM IS AVAILABLE.
4. VERIFY INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENTS ALONG WITH PRESENCE OF REGULATED WETLANDS OR FLOODPLAINS AND SOIL CONDITIONS.
5. SIGNAGE, LANDSCAPING AND LIGHTING TO BE APPROVED, NOT SHOWN.
6. ASSUMES WATERMAIN AND SANITARY SEWER TAPS ARE ADEQUATE (PRESSURE, DEPTH AND CAPACITY). VERIFY TAP OR USE FEES.
7. VERIFY IF TREE SURVEY OR TRAFFIC IMPACT STUDY ARE REQUIRED.
8. ALL ITEMS SUBJECT TO SITE PLAN, BUILDING AND ENGINEERING APPROVALS.
9. A LAND SURVEY IS REQUIRED TO CONFIRM PARCEL BOUNDARIES, EASEMENTS, TOPOGRAPHICAL INFORMATION, UTILITIES, ETC.



OSCODA TWP., OSCODA CO. STATE STREET BUSINESS & NEIGHBORHOOD DISTRICT COMMERCIAL LODGING CONCEPT ONLY

DATED 5/26/21-REVISED
OSCODA-#21-000

DATE: 6/23/21

Attention: "Seller"

Re: Letter of Intent to purchase property

Oscoda Hotels, LLC ("Purchaser"), or its assigns, having an address of 2369 Franklin Road, Bloomfield Hills, MI 48302, proposes to enter into a Purchase Agreement with the Charter Township of Oscoda, with the following terms, for the property located at the Lake Street Redevelop Site ("Property"), consisting of 1.8 acres.

Address: Lake Street Redevelopment Site

Property Description: Parcel # See Attachment

Purchase Price: Sale amount shall be \$350,000 (Three Hundred Fifty Thousand Dollars)

Earnest Money: \$50,000 (Fifty Thousand Dollars), as Earnest Money, shall be placed into escrow with Devon title within five (5) days of execution of a purchase contract.

Title Company: Devon Title

Feasibility Period: Purchaser shall have a period of Forty Five (45) days from the date the Purchase Agreement and Earnest Money are deposited with the Title Company to conduct an inspection of the property to include, but not limited to, environmental assessment, review of survey and utility availability and zoning for specified use. If the Purchaser determines, at its sole discretion, that the property is not suitable for any reason for Purchaser's intended use or purpose, then the Purchaser may on written notice to the Seller, on or before Seven (7) days from the effective date of contract, terminate this contract and all earnest money shall be returned to the Purchaser.

Date of Close: 30 days after the expiration of the feasibility period.

Survey: {Survey request language}

Purchaser's Conditions: Purchaser will have the following contingencies incorporated into the purchase offer:

- Soil Testing
- Final Site Plan Approval
- Clean Title

Commission: {If Applicable}

Seller and Purchaser (or Assignee) acknowledge that this proposal is a non-binding contract but is intended to outline the terms and conditions under which the Purchaser would consider acquiring the property. No representations or warranties are made hereby that commits either the Seller or Purchaser to proceed with the transaction herein contemplated. Only upon execution and delivery of the final purchase contract will either party be obligated to the other in accordance with the terms and conditions thereof.

Also enclosed for your review and execution is the State of Michigan Agency Disclosure forms {If Applicable}.

This proposal shall remain in force until 7/2/21 at 5 pm (Eastern Standard Time), after which it shall become null and void.

Respectfully Submitted,

{Purchaser}

Agreed and accepted this day of June 23, 2021.

Purchaser: Steven Aldridge

Steve Aldridge

By: _____

Title: Vice President of Sales & Marketing

Agreed and accepted this _____ day of _____, 20_____.

Seller: _____

By: _____

Title: _____



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
ALPENA TRANSPORTATION SERVICE CENTER

PAUL C. AJEGBA
DIRECTOR

June 16, 2021

Mr. Todd Dickerson
Economic Improvement Director
Oscoda Township
110 S. State St.
Oscoda, MI 48750

Dear Mr. Dickerson:

Thank you for inviting the Michigan Department of Transportation (MDOT) Alpena Transportation Service Center (TSC) to discuss and review ideas for enhancing the walkability and place-making on US-23 in the core downtown of Oscoda on June 11, 2021. This letter is to confirm MDOT's position on the treatments that were discussed.

New Crosswalk Markings

Per our discussion and field review, MDOT agrees to place new crosswalk pavement markings on all four legs of the US-23 @ Dwight Avenue and the US-23 @ Michigan Avenue intersections in the summer of 2021. The crosswalk markings will be the continental style, also known as "special emphasis." MDOT will refresh the crosswalk markings for the US-23 crossings on a three-year cycle. Refreshing the crosswalk markings for the Dwight Avenue and Michigan Avenue crossings will be the responsibility of Oscoda Township.

Archway

Per our discussion and field review, the Alpena TSC does not oppose the installation of a new archway over US-23 in the vicinity of Furtaw Field provided that the provisions outlined at the below link and in the attached MDOT Gateway Designation Guidelines are followed. If Oscoda Township pursues an archway, it would be beneficial to keep the Alpena TSC involved throughout the process to help ensure a smooth permit review and issuance.

[MDOT - Structures, Tunnels and Bridges \(michigan.gov\)](https://www.michigan.gov/structures-tunnels-bridges)


Thank you again for the productive discussions and please feel free to contact me with questions or concerns.

Sincerely,

Garrett Dawe

Garrett Dawe
Jun 16 2021 2:49 PM

Garrett Dawe

 GUIDANCE DOCUMENT	IDENTIFIER	EFFECTIVE DATE
	10246	May 3, 2016
	SUPERSEDES	DATED
	NEW	May 3, 2016
RESPONSIBLE ORGANIZATION: Bureau of Highway Development – Design Division		
SUBJECT: Gateway Designation Guidelines		


Purpose

Cities, villages, counties, townships, (Local Entities) or tribal governments often desire transportation facilities to provide identification and a favorable image of the communities in which they are located. Using the principles of Context Sensitive Solutions (CSS), the Michigan Department of Transportation (MDOT) encourages and promotes enrichment of the cultural and visual environment for transportation system users and local communities by facilitating and coordinating the integration of Gateway elements within the operational highway right-of-way (ROW). The use of highway ROW for non-highway purposes is allowed under 23 CFR 1.23 (b) and (c), if such use is in the public interest and will not impair the highway or interfere with the free and safe flow of traffic. Aesthetic treatments, including works of art, are also allowed within the highway ROW under 23 CFR 752.2 (a) and (b).

Definitions

A Gateway can signify economic, physical, and cultural locations and is intended to create a sense of place in support of community identity. A Gateway may be a distinctive boundary location or be identified with historic or cultural sites, regional tourism settings, or economic development initiatives, including prosperity zones and trade corridors. Gateway elements are considered discretionary features within the transportation corridor.

1. Gateway Sign – A Gateway Sign is defined as any non-traffic governmental signing that is intended to convey community identification. Gateway signs are installed as independent sign assemblies. Under current federal regulations prohibiting advertising (including 23 CFR 1.23(b), 23 U.S.C. §109(d), and 23 U.S.C. §131), use of private trade names, logos, products or product names, service names, company name, or contact information will be prohibited on Gateway Signs and Monuments within the operational highway ROW.
2. Gateway Monument – A Gateway Monument is defined as a freestanding structure within MDOT ROW that is a non-integral and non-required highway feature intended to define and enhance a community, Local Entity, or regional vision. A Gateway Monument may include:
 - a. officially adopted seal or slogan of the Local Entity
 - b. non-traffic signs
 - c. monuments
 - d. enhanced landscaping
 - e. architectural lighting
 - f. wayfinding and logos
 - g. public artwork and other place making efforts

 GUIDANCE DOCUMENT	IDENTIFIER	EFFECTIVE DATE
	10246	May 3, 2016
	SUPERSEDES	DATED
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3. Gateway Components on Engineered Facilities – An image, text, or fixture that conveys information about a region, community, or Local Entity that is part of an official municipal charter may be considered for placement as an aesthetic treatment upon engineered highway facilities such as bridges, noise walls, retaining walls, slope paving, etc. Public artwork, such as murals, may also be considered for placement on engineered facilities.
 - a. Allowable installations on bridges are restricted to:
 - 1) name of the facility which crosses over the bridge
 - 2) name or official seal/emblem/logo of the governmental entity (Local Entities only)
 - 3) public artwork
 - b. Use of non-governmental logos, emblems, or trade names will not be permitted on highway structures.
 - c. Sponsor or acknowledgement elements will not be permitted on highway structures.
4. Gateway Facilities – Facilities such as roundabouts or other roadway treatments are used to enhance roadway safety and may be considered as part of a Gateway designation.
5. Local Entities – As defined in Act 51 (**MCL 247.651**).

Gateways do not include the following:

- Tourist Oriented Directional Signs or Logo Signs
- Adopt-A-Highway or Adopt-A-Landscape
- Sponsor-A-Highway
- Traffic Generator Signing (stadiums, museums, performing arts venues, etc.)
- Non-permanent or Seasonal Banners (farmer's markets, annual community events, etc.)
- Acknowledgement Signs
- Slogan/Distinctive Boundary Signs
- Community Wayfinding Signing
- Memorial Highway Signing

Design and Placement of Gateway Features

Design parameters, including location, placement, materials, or content, will apply to all Gateway designations. Only one Gateway designation will be allowed, per Local Entity, on an MDOT owned route in each direction of the traveled roadway. Proposed Gateway features, including Gateway Monuments must:

 GUIDANCE DOCUMENT	IDENTIFIER	EFFECTIVE DATE
	10246	May 3, 2016
	SUPERSEDES	DATED
	NEW	May 3, 2016
RESPONSIBLE ORGANIZATION: Bureau of Highway Development – Design Division		
SUBJECT: Gateway Designation Guidelines		


1. Be located outside the clear recovery zone or breakaway design as approved by MDOT.
2. Be designed in accordance with the current edition of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.
3. Be located in an area where maintenance can be safely performed as specified in the permit or agreement, and in conformance with department procedures.
4. Not be considered on National or State Byways, All American Roads, or other recognized roadway designations unless the managing entity provides a resolution of support.
5. Follow all standards for placement of discretionary fixed objects as follows:

Freeways and Interstates

- a. Located a minimum of 52 feet horizontally or 8 feet vertically up-slope from the edge of the traveled way, or
- b. Shielded behind existing guardrail, barrier, or other safety device.

Non-limited access roadways

- a. Located on the roadside (excluding medians) a minimum of 20 feet from the edge of traveled way.
 - b. Located on the roadside (excluding medians) a minimum of 1 foot 6 inches from the face of curb with posted speeds of 35 miles per hour or less.
 - c. Located in the median only where there is a curb or barrier; shall be at least 5 feet from the face of curb; a minimum of 1 foot 6 inches from the face of a concrete barrier or the minimum deflection distance for other barrier types, but not less than 1 foot 6 inches.
 - d. Located in the median must be a minimum of 100 feet from the longitudinal end of the median.
1. Proposed Gateway features, including Gateway Monuments, must not:
 2. Be located in the median of a highway with posted speeds of greater than 45 miles per hour.
 3. Be located in the clear vision area of any roadway.
 4. Be allowed within the median areas of freeways and Interstates.
 5. Promote commercial products, messages or services of any kind.

 GUIDANCE DOCUMENT	IDENTIFIER	EFFECTIVE DATE
	10246	May 3, 2016
	SUPERSEDES	DATED
	NEW	May 3, 2016
RESPONSIBLE ORGANIZATION: Bureau of Highway Development – Design Division		
SUBJECT: Gateway Designation Guidelines		

6. Contain religious, political, private or special interest symbols, trade names, slogans or websites.
7. Include illumination that impairs or distracts driver vision. Other lighting may be permitted.
8. Display blinking, intermittent or moving lights, including digital displays or lighted static LED displays.
9. Include moving elements, including kinetic art or other devices.
10. Include water features of any type.
11. Interfere with official traffic control devices, including signing or the operational ROW above the roadway.

Permanent freeway traffic signing shall be considered when Gateway Signs or Monuments are proposed. Traffic signs (whether overhead or ground mounted) take priority over visibility of a Gateway Sign or Monument, and shall be located per the Michigan Manual on Uniform Traffic Control Devices and/or any MDOT guidelines.


Gateway features, including Gateway Signs and Monuments, will not be permitted if they adversely impact existing highway features and facilities, including drainage and vegetation. Removal of trees or other vegetation for visibility will not be considered unless the proposed Gateway includes landscaping and tree replacements as part of the local government's Gateway master plan.

Jurisdiction for Gateway Designation

Whenever feasible, the Gateway designation should be located within the legal boundaries of the community or recognized regional collaboration area. If the proposed location for a Gateway is outside of the boundaries of the Local Entity, or if the location is at the border of multiple entities, the elected boards of all entities impacted by the Gateway must provide resolutions of support. Local Entities as defined in Act 51 (**MCL 247.651**) may request a Gateway designation on behalf of a non-governmental unit such as regional tourism collaborations. Tribal governments are encouraged to initiate a request in collaboration with other governmental units outside of tribal jurisdictions.

Responsibilities

The Department retains sole discretion for approval of all Gateway designations and associated features, including Gateway Signing and Monuments, on the State Highway System. In addition, the Federal Highway

 GUIDANCE DOCUMENT	IDENTIFIER	EFFECTIVE DATE
	10246	May 3, 2016
	SUPERSEDES	DATED
	NEW	May 3, 2016
RESPONSIBLE ORGANIZATION: Bureau of Highway Development – Design Division		
SUBJECT: Gateway Designation Guidelines		


Administration (FHWA) must approve Gateway designations, including Gateway Signing and Monuments, on the Interstate system.

1. **Financial Responsibilities:** All costs for the proposed Gateway design, construction, access for maintenance, maintenance, and removal of the Gateway features (if required) are the responsibility of the Local Entity and must be outlined in detail within the Preliminary and Final Gateway Signing or Gateway Monument submittals. Coordination and resolution of any utility costs or issues will be the responsibility of the Local Entity. Gateway proposals incorporated into an MDOT transportation project as the result of the CSS process, stakeholder engagement activities, or partnership agreements, will require a cost participation and maintenance agreement.
2. **Maintenance:** The Local Entity must provide for routine scheduled maintenance as described in the Gateway agreement. Maintenance will include restoration activities to maintain the integrity of the feature, including any landscaping or lighting elements. Gateway elements must be kept clean, free of graffiti, and in good repair. Maintenance activities will require an annual permit.
3. **Removal:** The Local Entity must remove Gateway features which, as determined by MDOT, create a safety or operational concern due to deterioration or inadequate maintenance. MDOT will notify the Local Entity when it has determined the Gateway feature requires attention. In the event the Local Entity fails to maintain, repair, or remove the element within 30 days of notification, MDOT may remove the Gateway feature after 60 days following notification, and bill the Local Entity for all costs of removal and restoration.
4. All agreements and permits must be with the Local Entity.
5. Resolutions of support as required for Gateways impacting multiple jurisdictions.

Review/Approval Process

Gateway Signs or Monuments may be installed as part of a related state or federal transportation project or may be installed under a separate construction permit. Gateway features included in a transportation improvement project will be reviewed and approved using the department's CSS and plan review process during project development and as directed within these guidelines. MDOT Project Manager will request an agreement from the Governmental Coordination Unit per Section 14.41 of the MDOT Road Design Manual, outlining the responsibilities of the Local Entity as described in the section above.

When not prepared in conjunction with a proposed or ongoing state or federal transportation improvement project, the Local Entity will submit the Gateway proposal using the Construction Permits System (CPS). As

 GUIDANCE DOCUMENT	IDENTIFIER	EFFECTIVE DATE
	10246	May 3, 2016
	SUPERSEDES	DATED
	NEW	May 3, 2016
RESPONSIBLE ORGANIZATION: Bureau of Highway Development – Design Division		
SUBJECT: Gateway Designation Guidelines		

part of the CPS application process, the MDOT Region or Transportation Service Center staff will request an agreement from the Governmental Coordination Unit per Section 14.41 of the MDOT Road Design Manual, outlining the responsibilities of the Local Entity as described in the section above.

All Gateway proposals on the Interstate must be reviewed and approved by FHWA.

The primary considerations during the review will be conformance to engineering standards, safety, motorist distraction, operational concerns, context, aesthetics, display method, message content, and access for maintenance. All proposals must be in compliance with federal, state, and local standards and regulations.

Approved: Mark Van Port Fleet Date: 7-12-2016
 Chief Operations Officer-Bureau of Highways

Tammy Kline

From: Sheriff MacGregor <sheriffmacgregor@gmail.com>
Sent: Tuesday, June 22, 2021 12:54 PM
To: Tammy Kline
Subject: Fire truck

Regarding the retired Engine #5 which has been on the market for some time, I would recommend dropping the minimum bid to \$8,000.00 for thirty days and then if that doesn't work, another 30 days at \$5,000.00. There is a very small market for trucks of that age and size. I do know that in the beginning, Greenbush Twp was interested in the truck. If it still doesn't sell for the \$8000 or \$5000 we should consider in good faith, seeing if Greenbush is still interested and maybe turn it over to them for \$1. We have reciprocal mutual aid with the.

Thank you, Allan

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FIRE TRUCK FINDER®

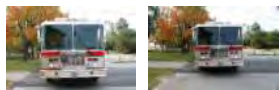
**BRINDLEE
MOUNTAIN**
FIRE APPARATUS

SERVICE & REPAIR

SELL YOUR TRUCK

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1990 Grumman Custom Pumper

\$14,000

36 +

Download
ImagesPrint
ListingEmail
ListingAdd to
Favorites**Truck Type** Used Pumps
and Engines**Manufacturer** Grumman**Year Built** 1990**Mileage** 31,146**Location** USA - Midwest**Stock #** 14096**Price** **\$14,000**

Find Out

More About This Truck

Thank you for your interest in the 1990 Grumman Custom Pumper! Fill out the form below and we'll immediately start the process to get you more information.

First Name*

Last Name*

Email Address*

Phone

 201-555-0123

Fire Department

Select Country

Select State

Select Purchase Timeframe

Truck Details

General Specs

Stock#: 14096

1990

Grumman

FC-1250 Grumman Chassis

Custom

Length: 27'

Truck Height: 9' 2"

Wheelbase: 150"

GVWR: 24,000

Seating for 6; 5 SCBA seats

Mileage: 31,146

Engine Hours: 1,741

Cummins NTC 300 HP Diesel Engine

Engine Brake

Allison HT647 Automatic Transmission

Additional equipment not included with purchase unless otherwise listed.

Pump - Tank

Waterous C5 1250 GPM Side-Mount Pump

500 Gallon Tank

Driver's Side Discharges: (2)

Crosslays/Speedlays: (2) 1 1/2"

Officer's Side Discharge: (3)

Rear Discharges: (1)

Driver's Side Suction: (2)

Officer's Side Suction: (1)

Rear Suction: (1)

Electrical - Lighting

Telescoping Lights: (2)

Options

Ground Ladders: .

Federal Q Siren

Apparatus Information

With under 50,000 miles, this piece of apparatus has lots of life remaining to respond to emergencies in your department.

Grumman Emergency Products was a fire apparatus manufacturer located in Roanoke, Virginia. Grumman Aerospace Corporation was a well-known manufacturer of aircraft. Its most famous products included Second World War fighters like the Wildcat and Hellcat, and Cold War aircraft like the F-14 Tomcat, A-6 Intruder, EA-6B Prowler and E-2 Hawkeye. Grumman was also a chief contractor for the US Space Program and a manufacturer of the Gulfstream business jet. In 1976, subsidiary Grumman Allied Industries acquired the Howe Fire Apparatus Company. Howe had earlier purchased fire truck manufacturers Oren Roanoke Corporation and Coast Apparatus Inc.. Initially, Grumman maintained the Howe and Oren names but in 1980, closed the Howe plant in Indiana and consolidated production at the former Oren plant in Roanoke. Grumman shut down its emergency division in 1992. KME acquired the rights to the product line but only produced the Aerialcat. The Aerialcat is still a part of KME's offerings. Grumman itself was acquired in 1994 by Northrop Corporation and is now known as Northrop Grumman. Grumman-Olson, a separate arm of Grumman, built step van chassis commonly used by fire departments as rescue and command vehicles. Grumman Olson declared bankruptcy in 2001 and was purchased by JBPCO in 2003. It operates today under the name Morgan Olson. Grumman built a full line of apparatus on commercial and custom chassis. It introduced its own line of aerial devices in 1982 and a custom Panther chassis from HME in 1988. In keeping with Grumman's aircraft heritage, its fire apparatus line were given 'cat' names, including Aerialcat ladder/tower trucks, Firecat pumpers and Panther chassis.

http://fire.wikia.com/wiki/Grumman_Emergency_Products

*Still Can't find what you'r looking for? **CLICK HERE** and sign up for our Fire*

Truck Finder® service.

Here are other options that meet your search criteria.

1990 Grumman Custom Pumper



Waterous 1250 GPM Pump, 1000 Gallon Tank, Detroit Diesel

[Truck Detail](#)

1990 Pierce Dash Custom Pumper



Eros 1250 GPM Pump, 750 Gallon Tank, Caterpillar Dies.....

[Truck Detail](#)

1990 KME Renegade Pumper Tanker

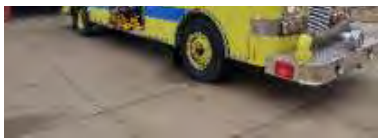


Hale 1250 GPM Pump, 1250 Gallon Tank, Cummins Diesel

[Truck Detail](#)

1990 Pierce Lance Custom Pumper





Eros 1250 GPM Pump, 1000 Gallon Tank, Detroit Diesel,.....

Truck Detail

1990 E-One Protector Pumper



E 1250 GPM Pump, 500 Gallon Tank, Cummins Diesel, Low

Truck Detail

1990 American GMC Commercial Pumper



Hale 1000 GPM Pump, 1000 Gallon Tank, Caterpillar Diesel

Truck Detail

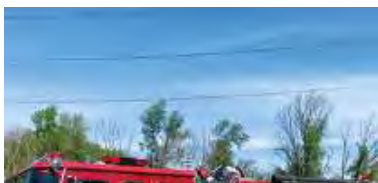
1990 Pierce Dash Pumper



Eros 1250 GPM Pump, 1000 Gallon Tank, Caterpillar Die.....

Truck Detail

1990 E-One Hush Custom Pumper





E 1750 GPM Pump, 750 Gallon Tank, Detroit Diesel, Low

Truck Detail

1990 Ford Pumper Tanker



1800 Gallon Tank, Manual Transmission, Gas Engine

Truck Detail

1990 Smeal GMC 4x4 Commercial Pumper



GPM Gas Powered Pump, 750 Gallon Tank, 4x4 Chassis, G.....

Truck Detail

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SUPPORT



15410 US-231
Union Grove, AL 35175



Call: 256.776.7786

Hours: Weekdays 8am - 5pm CST



Company Directory

What Truck Are You Looking For?



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To: Oscoda Township Board

From: Allan MacGregor, Fire Chief

We recently conducted our annual personal equipment check for all of the firemen on the department. This is conducted annually to assure we can operate in a safe manner in all aspects of the profession. Historically, some years its very minimal and certain years it's a little more severe. This year it was determined that two firemen need both bunker coats and pants due to age of equipment and defects in the product itself. We also determined we needed four sets of fire boots. Keep in mind that our new hires start out in old hand me down gear and do need updates as they progress. This seems to be the case this year. We also need fire gloves and gear bags for various personnel. I have bid out our needs to two vendors we have dealt with in the past and the outcome shows that West Shore Fire is the low bidder and meets the specifications required. I would recommend accepting the low bid on the equipment in the amount of \$6,912.00 from WestShore Fire.

Thank You


Respectfully, Allan MacGregor, Fire Chief



6620 Lake Michigan Drive
P.O. Box 188
Allendale, MI 49401
(616) 895-4347

WHERE SALES SERVICE COME TOGETHER

West Shore Fire Inc.
6620 Lake Michigan Dr.
PO Box 188
Allendale MI 49401
Phone: 616-895-4347
Watts: 800-632-6184
Fax: 616-895-7158



Office of:
Eric Johnson
ejohnson@westshorefire.com

Home Office of:
Joe Hodge
jhodge@westshorefire.com

Cell:

QUOTATION

Bill to Address	OSCODA FIRE DEPARTMENT 110 SOUTH STATE ST OSCODA MI 48750		PO #	
Ship to Address			Ship Via	Best Way
Name Phone # Fax # E-mail			Date:	5/28/2021
			County:	losco
		QUOTE VALID FOR 45 DAYS		
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
2	Fire-Dex Custom FX-M Standard Turnout Coat	1,152.00	\$2,304.00	
2	Fire-Dex Custom FX-M Standard Turnout Pant	772.00	\$1,544.00	
4	FDXR100: FIREDEX RUBBER STRUCTURAL BOOT	160.00	\$640.00	
24	G2: Fire-Dex Leather Dex-Pro Glove (specify wristlet or gauntlet) (specify size)	88.00	\$2,112.00	
6	BL429R: X-LARGE TURNOUT GEAR BAG RED IN COLOR	52.00	\$312.00	
15% RESTOCKING FEE ON RETURNS		Subtotal		\$6,912.00
NO RETURNS ON SPECIAL ORDERS		FREIGHT NOT INCLUDED IN QUOTE		
		Tax (If Applicable)		
		TOTAL QUOTE		\$6,912.00

**Bill To:**

Oscoda Fire Dept. (Oscoda,MI)
 C/O: Al
 110 State St.
 Oscoda, MI 48750

Dinges Fire Company

243 E Main St.
 Amboy, IL 61310
 Phone: 815.857.2000
 www.DingesFire.com

Ship To:

Oscoda Fire Dept. (Oscoda,MI)(S)
 110 State St.
 Oscoda, MI 48750

Quantity	Item	Description	Price	Total
4	Lion-807-6003	LION HellFire Felt Insulated Rubber Structural Boot - Men's Sizes 2-11Med, 1-12W, 1-13 Med	\$143.00	\$572.00
2	Lion-DFC-SD-APD3-SET	[PSGQ24268] SUPER-DELUXE, ArmorAP-D3 Liner (Prism/Stedair 3000). Coat Includes: Self Material Cuffs / LC: 3.5x9x2 Radio Pocket w/ Notch and Mic Strap Options: - A - Choose Armor AP Color: Black - B - Choose Trim: [CT204PTY and PTC4PT3Y] 3" NYC L/Y Ventilated Triple Trim - C - Department Name on Yoke: [LTSL3YNS] 3" L/Y Scotchlite - Straight (12 char max) (OSCODA) - D - Firefighter Name Options: [LP34 - LPV13 - LPS10 - LTSL3YNS] Hanging Letter Patch 3" L/Y SL(12 max) - E - Choose Wristlet: [CLW101] 4" Wristlet - G - Coat Closure: [SF262] 3" Storm Flap with Zipper In/Velcro Out - H - Kevlar Belt / Take-Up Strap Options: [BHS013 - BL007] 2" Kevlar Belt with thermoplastic buckle and 3 Belt Loops - I - D-Ring on Self Strap: [FLS595] D-Ring on Self Strap (Specify Location)	\$2,024.50	\$4,049.00
24	Vanguard-MK-1	Vanguard MK-1 Fire Glove	\$86.95	\$2,086.80
6	LightningX-LXFB40V-R	Value Step-In Turnout Gear Bag; Top Load w/ Side Pockets, Shoulder Strap & Maltese Cross Embroidery - RED	\$40.00	\$240.00

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub \$6,947.80

Total

* Quote Created on 03/31/2021 - valid for 30 Days

Shipping TBD

* Shipping is an estimate, Actual Shipping will be reflected on Invoice.

Total \$6,947.80

Notes:

Al, I quoted Lion turnout gear. If you decide to go with this I will come over and size the 2 individuals, also the price on Lion gear goes up on 4/15.



Remit To:
Jack Doheny Company
L3846
Columbus OH, 43260-3846

INVOICE

Invoice No. 130238

Invoice Date 6/16/21

SERVICE

CUSTOMER

Invoice To
OSCODA TOWNSHIP - DPW
110 S STATE STREET
OSCODA MI 48750

Ship To:
OSCODA TOWNSHIP - DPW
110 S STATE STREET
OSCODA MI 48750

INFORMATION

Job Number:	24213	Due Date:	07/31/2021	Customer Code.:	OSCO0001
Service Date:	5/11/21	Salesman:		Site Code:	_MAIN
Branch:	1100	Taken By:	DJOHNS	Site Contact:	
P.O. No.:	VAC TRUCK	Make:	VA	Phone:	
Equip. No:	21777	Model:	2100	Serial No.:	96-6-5844
Customer Eq. No:		Equip. Desc:	2100 CLASSIC FORD L8000	Chassis VIN:	

NOTES

Service Job Notes:
CONTACT: BILL HAMLIN 989-984-4130

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
2.00	LABOR	SNOW	TRUCK DEVELOPED ARI LEAK WHILE DELIVEREING BACK FROM BAY CITY. LOCATED LEAK AT REAR CHAMBER, WAS RUSTED THROUGH. PERFORMED DOT INSPECTION. MADE LIST OF REPAIRS NEEDED.	\$125.00	\$250.00	\$0.00	\$250.00
2.00	LABOR	NOVO	RUN AND TEST UNIT FOR RODDER PUMP ISSUES	\$125.00	\$250.00	\$0.00	\$250.00
4.50	LABOR	NOVO	CHECK OVER AND EVALUATE UNIT. MAKE LIST OF REPAIRS NEEDED.	\$125.00	\$562.50	\$0.00	\$562.50
2.00	PART	HF-BV-04	1/4MP BREATHER VENT	\$3.44	\$6.88	\$0.00	\$6.88
1.00	PART	ZZ-MDC-5FP-2M-R	PROX SENSOR CORD SET	\$29.68	\$29.68	\$0.00	\$29.68
1.00	PART	V3-45834JD	SENSOR - PROXIMITY S	\$181.66	\$181.66	\$0.00	\$181.66
3.00	PART	VA-29662	SEAL, SENSING ROD	\$5.27	\$15.81	\$0.00	\$15.81
2.00	PART	VA-16420W	PIN, ROLL, 3/32X3/4, STL, Z/Y	\$1.41	\$2.82	\$0.00	\$2.82
2.00	LABOR	FUGA	JUMP START TRUCK, REMOVE SENSING ROD BLOCKS. CLEAN AL PARTS. INSTALL NEW PROXIMITY WIRE HARNESS.	\$125.00	\$250.00	\$0.00	\$250.00

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM

248-349-0904
info@dohenycompany.com
dohenycompany.com



Remit To:
Jack Doheny Company
 L3846
 Columbus OH, 43260-3846

INVOICE

Invoice No. **130238** Invoice Date **6/16/21** **SERVICE**

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	VA-84608FD	NEW RODDER RELAY LATCHING	\$100.57	\$100.57	\$0.00	\$100.57
4.00	LABOR	FUGA	INSTALL NEW SEALS AND RAIL PINS FOR SENSING ROD AND REASSEMBLE. REINSTALL REEL COVER. FILL WITH WATER, RUN AND TEST. RAN THROUGH COMPLETE SET OF WATER TANKS TO TEST.	\$125.00	\$500.00	\$0.00	\$500.00
4.00	PART	ZZ-AS1140	SLACK ADJUSTER	\$168.87	\$675.48	\$0.00	\$675.48
4.00	PART	ZZ-HAL-MID303 0P76	3030 BRAKE CHAMBER	\$36.49	\$145.96	\$0.00	\$145.96
1.00	LABOR	SNOW	REMOVED AND CLEANED SLACK ADJUSTER AND BRAKE CHAMBER	\$125.00	\$125.00	\$0.00	\$125.00
2.50	LABOR	SNOW	ORDERED PARTS. SWAPPED DRIVER SEAT WITH PASSENGER SEAT. CHECKED HEATER INOP. REPLACED BAD FUSE BOX. CLEANED OUT RIGHT SIDE	\$125.00	\$312.50	\$0.00	\$312.50
3.50	LABOR	SNOW	WINDSHIELD WIPER JET REPLACED REAR SLACKS AND CHAMBERS. REMOVED LEFT FRONT CHAMBER AND SLACK. 5/8" BRASS HOSE ME	\$125.00	\$437.50	\$0.00	\$437.50
2.00	PART	DX-BM5		\$1.89	\$3.78	\$0.00	\$3.78
1.00	PART	ZZ-GNR/700087 DL	HEATER BLOWER MOTOR	\$113.29	\$113.29	\$0.00	\$113.29
1.00	PART	OP-24213	FUEL SHUT OFF SOLENOID	\$214.30	\$214.30	\$0.00	\$214.30
2.00	PART	ZZ-61875	FORD WIPER 18"	\$9.21	\$18.42	\$0.00	\$18.42
6.00	LABOR	SNOW	REPLACE FRONT RIGHT AND LEFT SLACK ADJUSTER AND BRAKE CHAMBER. REPLACED FUEL SHUT OFF SOLENOID. INSTALLED NEW HEATER BLOWER MOTOR	\$125.00	\$750.00	\$0.00	\$750.00
2.00	PART	ZZ-80W90	GEAR LUBE / QT.	\$13.84	\$27.68	\$0.00	\$27.68
1.00	LABOR	SNOW	INSTALLED NEW WIPER BLADES. TOPPED OFF COTTA OIL AND T-CASE OIL	\$125.00	\$125.00	\$0.00	\$125.00
1.50	LABOR	NOVO	REPLACE RODDER PUMP RELAY AND BASE. REWIRE NEW STYLE RELAY BASE. FILL WATER TANKS, TEST.	\$125.00	\$187.50	\$0.00	\$187.50
68.00	PART	ZZ-DFUEL	DIESEL FUEL /GAL.	\$3.85	\$261.80	\$0.00	\$261.80
1.00	LABOR	SNOW	TEST DRIVE	\$125.00	\$125.00	\$0.00	\$125.00
1.00	OTHER	SHOP SUPPLIES	SHOP SUPPLIES	\$350.00	\$350.00	\$0.00	\$350.00

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248-349-0904
 info@dohenycompany.com
 dohenycompany.com



Remit To:

Jack Doheny Company

L3846

Columbus OH, 43260-3846

INVOICE

Invoice No.

130238

Invoice Date

6/16/21

SERVICE

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
4.00	LABOR	SNOW	GENERAL LABOR/DELIVER TO BAY CITY	\$125.00	\$500.00	\$0.00	\$500.00

OIL
WN
1/2 591-931 \$3261.56
1/2 590-931 \$3261.57

Labor Total:	\$4,375.00
Parts Total:	\$1,798.13
Consumables:	\$0.00
Freight:	\$0.00
Other:	\$350.00
Tax:	\$0.00
Total:	\$6,523.13

Payment Terms: 45 DAYS FROM INVOICE

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Northern Truck Repair

4262 W. River Rd
Oscoda, MI. 48750

Phone: 989-739-4382 Fax: 989-739-3849

INVOICE

20317

MICHIGAN REGISTRATION:

F-131455

Proposed completion date:

4/28/2021

Printed date:

05/01/2021

INVOICE

OSCODA TWP

110 S. STATE ST.

Oscoda, MI 48750

CELL: 989-739-9778 SPOUSE: 989-984-4130 BILL

Cust ID : 36

1996 Ford - VACTOR TRUCK -

Lic # : 047 X 408 - MI

Odometer In : 148156

Unit # : 25

VIN # : VVA11620

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
ALU. FUEL TANK Size: ALUMITANK 250381	1.00	1175.04	1175.04	***Vehicle Memo*** VIN# 1FDZW82E2VVA11620 PM SERVICE	187.50
AIR FILTER 2776	1.00	101.36	101.36	GREASE OIL AND FILTERS	
OIL 15W40	22.00	4.89	107.58	LEAKING FUEL TANK ON DRIVERS SIDE REPLACE FUEL TANK	400.00
OIL FILTER BD103	1.00	33.15	33.15	PM SERVICE	0.00
FUEL/ WATER SEPARATOR BF1226	1.00	12.97	12.97	REPLACE FUEL FILTER GREASE	
Shop Supplies			41.13		

OK
WH
1/2 590 - 931 \$1029.36
1/2 591 - 931 \$1029.37

Original Estimate Amount: 0.00

YOU ARE ENTITLED BY LAW TO THE RETURN OF ALL PARTS REPLACED EXCEPT THOSE WHICH ARE TOO HEAVY OR LARGE, AND THOSE REQUIRED TO BE SENT BACK TO THE MANUFACTURER OR DISTRIBUTOR BECAUSE WARRANTY WORK OR AN EXCHANGE AGREEMENT. YOU ARE ENTITLED TO INSPECT THE PARTS WHICH CANNOT BE RETURNED TO YOU.

Save _____ Discard _____ Signature _____

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. ☒

Estimated Increased Total \$ _____	Authorized by: <input checked="" type="checkbox"/>
Mechanic's Name & Michigan Certification Number Repairs Performed by:	
<p align="center">-CERTIFICATION-</p> <p>ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH THE MICHIGAN AUTO REPAIR ACT (P.A. 300) ALL PARTS ARE NEW UNLESS OTHERWISE STATED.</p> <p align="center">ALL REPAIRS PROPERLY COMPLETED Company Authorized Representative:</p> <p align="center"><input checked="" type="checkbox"/></p>	

Labor:	587.50
Parts:	1,471.23
Sublet:	0.00
Sub:	2,058.73
Tax:	0.00
Total:	\$2,058.73
Bal Due:	\$2,058.73

[Payments -]

Written By: Brown, Geri

Memo

To: Tammy Kline, Interim Township Superintendent

From: Al Apsitis, Parks and Recreation Director

Date: June 16, 2021

Regards: 2021 budget request

Tammy,

In review of my 2021 budget earlier this year I had discovered in my revenue and expenditures for the 2021 year in line item 509-000-775 (Park repair and maintenance supplies) was budgeted at \$2,200.00 for the year? I initially requested \$7,800.00 for 2021.

I had brought this error to both Mr. Schafer and Mr. Mitchell as this was not the amount that was initially requested. As you can see, (with attached graph) Old Orchard Park Campground spends more than \$2,200.00 per year in this line item.

I am requesting a budget adjustment in the amount \$5,600.00 to bring the line back up to \$7,800.00 so we can finish out our 2021 season.

Thank you,

Al Apsitis

Oscoda TWP. Parks and Rec Director

June 16th, 2021

A year-by-year breakdown for the last nine (9) years of this line item has been as follows:

<u>Requested</u>	<u>Budgeted</u>	<u>Spent</u>
2012- \$12,500.00	\$15,000.00	\$6,872.00
2013- \$11,500.00	\$12,500.00	\$6,873.25
2014- \$11,000.00	\$11,500.00	\$4,111.30
2015- \$11,500.00	\$11,000.00	\$4,547.47
2016- \$11,000.00	\$11,000.00	\$4368.63
2017- \$11,000.00	\$11,000.00	\$4,530.11
2018- \$10,000.00	\$11,000.00	\$5,947.00
2019- \$9,500.00	\$10,000.00	\$3,403.00
2020- \$7,500.00	\$9,500.00	\$5,713.00
2021- \$7,800.00	\$2,200.00	

Tammy Kline

From: Mazzara, Adam <AdamMazzara@dohenycompany.com>
Sent: Thursday, June 24, 2021 1:16 PM
To: Bill Hamlin; Tammy Kline
Subject: Oscoda Township - Vactor Proposal

Good afternoon, please let me know if there is anything else needed for the council meeting on Monday. I have drafted the letter below, please let me know if this will suffice.

Jack Doheny Company will hold our machine pricing for 30-days from today for Oscoda Townships Vactor 2100I quote. If you the order has not been placed before the 30-day window provided Jack Doheny Company reserves the right to provide an updated quote at that time. Additionally, if for any reason the specification or product options requirement change, Jack Doheny Company will provide a newly updated quote to reflect these changes. Upon receipt of signed quote and Purchase Order the estimated delivery will be 6-9 months, however Jack Doheny Company commits that your new machine will not deliver prior to January 1, 2022. After delivery has occurred and machine has officially been accepted final payment for the new machine will be due 30-days from the date of delivery.

If you have any questions, concerns, or additional information you would like to provide please do not hesitate to contact me.

Regards.



ADAM MAZZARA

Parts & Service Sales
Representative

O: 248-349-0904 x1114
D: 248-465-9874
C: 608-712-6893

DOHENYCOMPANY.COM



From: Mazzara, Adam
Sent: Thursday, June 17, 2021 11:16 AM
To: 'dpw@oscodatownshipmi.gov' <dpw@oscodatownshipmi.gov>; 'admin@oscodatownshipmi.gov' <admin@oscodatownshipmi.gov>
Subject: Oscoda Township - Vactor Proposal

Good morning, please see attached requested Vactor proposal for Oscoda. Outlined in our terms is the payment, which is not due until after delivery and training on the Vactor. The current pricing is locked in for Oscoda via the contract pricing. If there are any questions please feel free to give me a call.

Thank you and have a great afternoon,



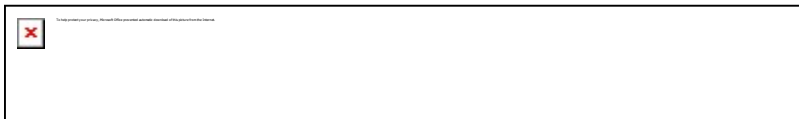
ADAM MAZZARA

Parts & Service Sales Representative

O: 248-349-0904 x1114

C: 608-712-6893

DOHENYCOMPANY.COM



			List	Selected
1	2112P-18	2100i PD, 18" Vacuum, 12 yrd Debris, Combo	\$256,326.00	\$256,326.00
1	2016P	Additional Water, 1300 Gal Total (12 yrd)	\$2,826.00	\$2,826.00
1	5002PA	80 GPM/2500 PSI	STD	STD
1	010PSTD	48w x 22h x 24d Curbside Toolbox	STD	STD
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	019PASTD	Intuitouch Electronic Package	STD	STD
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045PSTD	Suction Tube Storage - 4 Pipe	STD	STD
1	046PSTD	1" Nozzle Pipe	STD	STD
1	048PSTD	10' Leader Hose	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1016PSTD	Microstrainer Prior to Blower	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1033PSTD	60" Dump Height	STD	STD
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	4006PSTD	Joystick Boom Control	STD	STD
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump	STD	STD
1	5012PSTD	Performance Package	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship High Pressure Coupling	STD	STD
1	5019PSTD	Chassis Engine Cooling Package	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6005PDSTD	Digital Hose Footage Counter	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017PSTD	Hydraulic Tank Shutoff Valves	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD

Customer Initials: _____

1	7007PSTD	Tachometer & Hourmeter/Blower	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	9021PSTD	Camera System, Rear Only	STD	STD
1	S390BSTD	7" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	1003P	Debris Body Washout	\$1,592.00	\$1,592.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,272.00	\$1,272.00
1	1009P	Internally Mounted Trash Pump w/Screen	\$11,094.00	\$11,094.00
1	1010P	Pump Off Plumbing, Outlet Location will be dependent on supplied chassis	\$3,061.00	\$3,061.00
1	1014P	Centrifugal Separators (Cyclones)	\$5,567.00	\$5,567.00
1	1015PG	Folding Pipe Rack, Curbside, 7" Pipe	\$1,104.00	\$1,104.00
1	1015PBA	Folding Pipe Rack, Rear Door, 7" Pipe	\$1,104.00	\$1,104.00
1	1022P	Rear Door Splash Shield	\$1,621.00	\$1,621.00
1	1023P	Lube Manifold	\$2,407.00	\$2,407.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	STD	STD
1	2006P	Air Purge	\$1,364.00	\$1,364.00
1	3015PA	Hot Shift Blower Drive (automatic Transmission)	\$1,540.00	\$1,540.00
1	3017P	Blower High Temp Safety Shutdown	\$548.00	\$548.00
1	3020P	Digital Water Level Indicator	\$709.00	\$709.00
1	3021P	Digital Debris Body Level Indicator	\$950.00	\$950.00
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$22,752.00	\$22,752.00
1	4016PA	Heavy Duty RDB Hose	\$1,545.00	\$1,545.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,280.00	\$3,280.00
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$596.00	\$596.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,809.00	\$1,809.00
1	5010PA	Rodder System Accumulator - Jack Hammer on/off Control at Front Hose Reel	\$824.00	\$824.00
1	5015P	High Pressure Couplers, Front and Rear	\$636.00	\$636.00
1	5029P	Cyclone Washout System	\$511.00	\$511.00
1	5029PA	RDB Washout Coupling	\$111.00	\$111.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$955.00	\$955.00
1	6007PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$5,365.00	\$5,365.00
1	6014P	High Pressured Hose Reel	\$1,539.00	\$1,539.00
1	6019P	Rodder Pump Drain Valves	\$515.00	\$515.00
1	6019PA	Final Filter and Silencer Ball Valve Drains	\$464.00	\$464.00
1	6031P	Front Hose Reel Storage	\$309.00	\$309.00
1	8001PM	Rear Directional Control, LED Arrowstick	\$1,854.00	\$1,854.00
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$373.00	\$373.00
1	8004PD	Rear Mounted, LED Beacon Light	\$1,035.00	\$1,035.00

Customer Initials: _____

1	8004PE	Front Mounted, LED Beacon Light	\$1,035.00	\$1,035.00
1	R40991	10 Light Package, 10 Federal Signal Strobe Lights, LED (Amber/Green/White color)	\$3,202.00	\$3,202.00
1	8027P	LED Mid-Ship Turn Signals	\$561.00	\$561.00
1	8028P	Worklights (2), LED, 10 x 15 RDB	\$829.00	\$829.00
1	8029PB	Worklight, LED, Hose Reel Manhole	\$618.00	\$618.00
1	9023PA	Safety Cone Storage Rack - Post Style	\$170.00	\$170.00
1	9023PB	Additional Safety Cone Storage Rack - Drop in Style	\$170.00	\$170.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$2,057.00	\$2,057.00
1	9070PB	Long Handle Tool Storage	\$363.00	\$363.00
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d	\$3,281.00	\$3,281.00
1	9072PA	Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d	\$2,701.00	\$2,701.00
1	9073PA	Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d	\$1,775.00	\$1,775.00
1	9074PA	Toolbox, Driver Side Subframe, 18w x 24h x 24d	\$1,373.00	\$1,373.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	P124STD	Vactor 2100i Body Decal, Standard	STD	STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	512117-30	(1) 7" x 36" Higbee Catch Basin Nozzle	\$709.14	\$709.14
1	Chassis- Mod	Chassis Modifications Charges	\$500.00	\$500.00
	Chassis:			
1	T880370TAUS	JDC Supplied Chassis: 2022 Kenworth T880 Tandem Axle Chassis, Paccar 9L, 370 HP Engine, Allison 3000 RDS Automatic Transmission	\$ 115,829.00	\$ 115,829.00
	Non-Sourcwell Options:			Sale Price
1	JDC	Earthquaker Plus (Lances, Gun, Vac Tube & Nozzles)	\$ 1,300.00	\$ 1,300.00
1	600.080	Bulldog Antiblast	\$ 3,204.00	\$ 3,204.00
1	Vyper	JDC Vyper	\$ 6,600.00	\$ 6,600.00

Module Paint Color - Blue

Cab Color - Blue

Customer Initials: _____

Sourcewell Build-Proposal Summary

Module/Options Total:	\$356,902.14
Options Sourcewell Discount 3%:	\$ 10,707.06
Module/Options Total per Sourcewell Price Schedule:	\$ 346,195.08
Non Sourcewell Options Total:	\$ 11,104.00
Total with Module and All Options:	\$ 357,299.00
JDC Supplied Chassis:	\$ 115,829.00
Total with Module, Options, and Chassis:	\$ 473,128.00
Freight and PDI:	included
Field Training:	included
Total:	\$ 473,128.00

* Oscoda Township has Municipal Payment Terms = 45 days from Invoice *

Terms and Conditions

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and

Thank you for your consideration of this proposal.

Sincerely yours,

Adam Mazzara

Adam Mazzara

Parts & Service Sales Representative

608/712-6893

AdamMazzara@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Customer Initials: _____

SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. TERMS OF PAYMENT.
 - 2.1 Payment Date. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 Shipping Delays. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 Delinquent Payments.
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. DELIVERY. Seller does not guarantee delivery dates.
4. RISK OF LOSS. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. INSPECTION OF EQUIPMENT. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. INDEMNIFICATION. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. MISCELLANEOUS.
 - 7.1 No Assignment. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 Venue. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 Construction and Captions. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 Entire Agreement. The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 Amendments. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 Partial Invalidity. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 Counterparts. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 Authority. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



INVOICE INFORMATION

Sold to:

Name

Address

Contact

Phone #

Email Address:

Ship to:

Name

Address

Contact

Phone #

Email Address

PLEASE SELECT TYPE OF BUSINESS

Environmental _____ Petro Chemical _____

Gas & Oil _____ Sewer & Water _____

Industrial Plant _____ Utility _____

Municipal _____ Other _____

Customer Signature:



777 Doheny Drive
Northville, MI 48167

t 248-349-0904
p 248-349-2774

TITLE INFORMATION FORM

Must be typed. Please ensure accurate information provided with submission of this document. Any re-issuance of title resulting from inaccurate data may be subject to a \$250.00 processing fee.

Title Assigned to:

(Name and information
for purchaser of the unit)

Name

Address

Contact

Phone #

Email Address

County:

Fed ID#

Title Mailed to:

(Must be Physical Address)

(Company or business that will
be registering the unit)

Name

Address

Contact

Phone #

Email Address

Lienholder:

(If no lienholder exists,
'Not Applicable' must be
notated in Name field)

Name

Address

Contact

Phone #

Email Address

Customer Signature:

FS Agreement No. 21-FI-11090400-009

**LOCAL
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
OSCODA TOWNSHIP FIRE DEPARTMENT
And The
U.S., FOREST SERVICE
HURON-MANISTEE NATIONAL FOREST**

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the Oscoda Township Fire Department, hereinafter referred to as “OTFD,” and the U.S., Forest Service, Huron-Manistee National Forest, hereinafter referred to as the “U.S. Forest Service,” under the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended.

I. PURPOSE:

The purpose of this agreement is to provide for reciprocal fire protection, including mutual aid, reimbursable assistance, and coordination for the prevention, detection, management, and suppression of wildland fires on property within the protection areas or jurisdiction of the parties that are signatory to this agreement.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on **HURON-MANISTEE NATIONAL FOREST** administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested land.

The U.S. Forest Service does not respond to structure fires, vehicle fires or traffic accidents. However, the U.S. Forest Service may, as available, respond to such incidents for wildland fire suppression activity when adjacent lands or property covered under this agreement are threatened by fire from such incidents.

The Cooperator is a fire organization that has the responsibility of maintaining fire protection facilities in the vicinity of **HURON-MANISTEE NATIONAL FOREST** administered lands, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

Therefore, it is mutually advantageous, in their mutual interest, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, management, and suppression of



wildland fires in and adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness.

In consideration of the mutual commitments and conditions herein made, the parties agree as follows:

III. TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS

- A. Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the text of this agreement. Where there are inconsistencies, the hierarchy of terminology will be those defined by statute, those defined by regulation, those defined in policy, those defined in this agreement, those defined in the [National Wildfire Coordinating Group \(NWCG\) Glossary of Wildland Fire Terminology](#), and then all other agency and interagency documentation.
- B. The following exhibits are incorporated into this agreement:
- Exhibit A – Map of Protection Areas and Boundaries
 - Exhibit B – Protection (Operating) Plan
- C. Exhibit A must be completed and attached to this agreement prior to execution. The exhibit must illustrate the protection areas of the signatory parties, along with the scope of initial attack and associated mutual aid zones.
- D. Exhibit B must be completed and attached to this agreement prior to execution. The exhibit must include a narrative description and/or a list of resources that document protection planning for operational efficiencies. Refer to VI-A-Protection (Operating) Plan for additional consideration.
- N
- E. The parties may attach other exhibits or operational information for reference so long as the additional exhibits and information do not conflict with the authority and provisions of this agreement.

IV. RECIPROCAL FIRE PROTECTION

- A. The responsibilities of the parties to this agreement shall be distinguished as follows:
- **Jurisdictional Party**—Entity having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. Under no circumstances may a Jurisdictional Party abdicate legal responsibilities as provided by federal state, or local law.
 - **Protecting Party**—Entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract or authorized agreement.



- **Supporting Party**—Entity providing suppression resources to assist a Protecting Party or a Jurisdictional Party.
- B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION. The parties shall establish a map depicting reciprocal initial attack zones and mutual aid fire protection for lands of intermingled or adjoining protection responsibility. The map must be attached to this agreement. Within such zones, a Supporting Party will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for costs incurred following the initial attack dispatch of any resource to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours, but no less than 12 hours.
- The length of the mutual aid period for this agreement is 12 HOURS.**
- C. REIMBURSABLE FIRE ASSISTANCE. The Protecting Party may request suppression resources from the Supporting Party beyond initial attack or mutual aid period within the protection area or jurisdiction of the parties that are signatory to this agreement. Such suppression resources when dispatched to, and assigned a resource order number for, the incident shall be reimbursed by the Protecting Party.
- D. WAIVER OF CLAIMS. Pursuant to 42 U.S.C. 1856a et seq., each party to this agreement hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement; provided, this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable. This provision pertains to the parties that are signatory to this agreement and does not pertain to claims advanced by third parties.
- Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this agreement will be received by the Jurisdictional Party and forwarded to the hiring, or home agency of the allegedly negligent employee for processing. Nothing in this paragraph requires or implies any one is liable for any specific claim. Any liability for any claim will be based on this agreement and applicable law.
- Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Party and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring organization or agency's administrative procedures.
- E. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES. The parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.) or loaned by one party and received by another party, shall become the responsibility of the receiving party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and



tear excepted. Notwithstanding the general Waiver of Claims provision, the parties agree that the receiving party shall reimburse the loaning party for cost of any items expended, lost, or destroyed.

Equipment owned and operated by a party shall be the responsibility of that party. However, notwithstanding the general Waiver of Claims provision, the parties agree that when providing support for another party, the party providing support may be reimbursed for damage or repair costs to their owned and operated equipment if the damage is directly attributed to the incident and in excess of reasonable wear and tear. These costs must be authorized using a unique request and resource order number (for example a S#). When applicable, insurance claims shall be pursued prior to requesting reimbursement.

V. COOPERATION, STANDARDS, AND QUALIFICATIONS:

- A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS). The parties to this agreement will operate under the concepts in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, the parties to this agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310) and must arrive on incident with valid qualification documentation. For initial attack action taken within the period specified as mutual aid, all agencies (federal, state, local, and Tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
- B. STANDARDS. The parties to this agreement desire to achieve common standards within the parties' best interest, recognizing differing agency missions and mandates. Each party to this agreement recognizes that other parties' standards are reasonable, prudent, and acceptable. Each party shall ensure that its own standards are followed. This provision does not affect a Jurisdictional Party's land management standards.
- C. TRAINING. The parties to this agreement will cooperate to assure that training needs are met through provided courses or sessions that will produce safe and effective fire management. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training. Each party will advise the other of applicable cross training opportunities for personnel.
- D. COMMUNICATION SYSTEMS AND FACILITY ACCESS. The parties to this agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties to this agreement. Such arrangement shall be approved only by authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.



- E. INTERAGENCY MOBILIZATION AND INCIDENT BUSINESS. The parties to this agreement will adhere to guidance provided in the local Dispatch Operating Guide for ordering and mobilization of resources; and the Standards for Interagency Incident Business Management published by the National Wildfire Coordinating Group (NWCG).
- F. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- G. PERSONNEL POLICY. Employees or volunteers of the parties to this agreement shall be subject to the personnel rules, laws and regulations of their respective agency or organization. Each party is responsible to ensure their employees and volunteers meet and maintain appropriate training and physical fitness qualifications and are equipped with personal protective equipment (PPE) to enable response to wildland fire activities.

VI. PREPAREDNESS, PREVENTION, AND PRESCRIBED FIRE:

- A. PROTECTION (OPERATING) PLAN. The parties to this agreement shall determine and document operational efficiencies for mutual aid and reimbursable fire assistance. This may include identifying firefighting resources, placement of crews, engines, water tenders, air tankers, helicopters, fixed and aerial detection, regulated use, closures, radio frequencies, dispatch procedures, and other joint fire control efforts.
- B. FIRE SUPPLEMENTAL PROJECT AGREEMENTS. The parties to this agreement may plan and jointly conduct cooperative projects within the scope and purpose of this agreement. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, post-fire rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management. Nothing in this agreement obligates the parties to offer, accept, or fund any project proposals under this agreement. Any cooperative projects entered into under this agreement must be by mutual consent of the parties and documented through execution of a Fire Supplemental Project Agreement.
- C. FIRE PREVENTION. The parties agree to cooperate in the development and implementation of wildland fire prevention programs. The parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. The parties will share



responsibility for wildland fire protection and rural fire safety presentations and demonstrations.

- D. FIRE RESTRICTIONS AND CLOSURES. The parties will coordinate wildland fire restrictions and closures.
- E. PRESCRIBED FIRE AND HAZARDOUS FUELS MANAGEMENT. The parties to this agreement agree to communicate for planned ignitions, prescribed fire and hazardous fuels management projects.
- F. SMOKE MANAGEMENT. Within their authorities, the parties to this agreement agree to cooperate in smoke management efforts for wildland fires and prescribed fires.

VII. OPERATIONS:

- A. CLOSEST FORCES CONCEPT. The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which party owns or controls the resources, and regardless of which party has protection responsibility or jurisdiction.
- B. FIRE NOTIFICATIONS. When responding to a wildland fire, the Supporting Party will, as soon as possible, notify the Protecting Party detailing what equipment and personnel have been dispatched to the incident location. If either party takes action on a wildland fire independently, the Supporting Party will furnish the Protecting Party a preliminary report (oral) within 24 hours of the action taken and a written incident report within ten (10) days.
- C. BOUNDARY LINE FIRES. A boundary-line fire will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other concerning the fire. When both parties have arrived at the site of the fire, the parties will mutually agree to the designation of an incident command organization.
- D. INDEPENDENT ACTION. Unless otherwise stated as a special land management consideration, nothing herein shall prohibit either party, on its own initiative, from going upon lands known to be protected by the other party to this agreement to engage in suppression of wildland fires, when such fires are a threat to lands under that party's management or protection responsibility. In such instances, the party taking action will promptly notify the Protecting Party. Such actions will be commensurate with the land management considerations of the Jurisdictional Party, and subject to the laws and regulations of the Jurisdictional Party.

Special Land Management Consideration (if applicable). N/A



- E. ESCAPED PRESCRIBED FIRES. Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the parties to this agreement shall be the responsibility of the Jurisdictional Party. If the parties to this agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented. Unless otherwise agreed and documented in writing, all suppression costs and associated damages are the responsibility of the Jurisdictional Party. The parties to this agreement shall not hold each other responsible under this provision for escaped prescribed fires originating on private land, or on State or Federal lands not protected by one of the parties to this agreement.
- F. PRESERVATION OF EVIDENCE. As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire.
- G. ACCIDENT INVESTIGATIONS. When an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall immediately notify the Jurisdictional Party. As soon as practical, the Protecting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected parties, as appropriate.

VIII. REIMBURSEMENT AND USE OF COOPERATIVE FIRE RESOURCES:

- A. LEGAL AUTHORITY – COOPERATIVE FIRE. The parties shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the work described, which includes funds sufficient to reimburse for costs, when applicable.
- B. APPROPRIATED FUND LIMITATION. Nothing in this agreement shall require the parties to this agreement to obligate, to expend funds, or to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.
- C. COST-SHARE AGREEMENT. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. Cost shares should be reconciled, settled, and billed within 180 days from the end date of the cost share period. Only one invoice should be created by billing party for the net difference in the cost share. Once the invoice is paid, the cost share agreement is considered closed and no more settlements, invoices, or payments between the parties should occur. Any delays beyond the 180 days must be documented in writing and presented to the other party(s).
- D. ELIGIBLE FIRE COSTS. All costs incurred by the Supporting Party as reimbursable fire assistance must be adequately documented as an actual expense. The parties agree that to the extent applicable the parties will follow the cost principles and other



requirements set forth in Part 200 of Title 2 of the Code of Federal Regulations. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect costs.

- (1) Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.
- (2) Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often, they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

E. INDIRECT COST RATES - COOPERATIVE FIRE. When indirect cost rates are applied to Federal reimbursements, the parties agree to the following:

1. If the payment recipient (cooperator) has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient (cooperator) shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient (cooperator) must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate may result in disallowed costs and repayment to the Federal agency.

F. FIRE PERSONNEL COSTS/RATES.



- 1) Personnel rates for salary, including overtime, shift premiums (if applicable), and fringe benefits must be consistent with each party's employment policy and regulations. All personnel time must be documented.
 - 2) Reimbursement of personnel costs by the Protecting Party for employees of the Supporting Party is limited to actual time worked (beyond the mutual aid period), unless the Supporting Party is obligated via written labor agreement to pay for 24-hour shifts with periods of rest.
 - 3) Standby personnel time is not reimbursable unless resource ordered.
 - 4) Backfill costs are defined as the additional costs of replacement personnel (one level) to provide coverage for employees that have been mobilized to an incident. Unless otherwise documented as an additional net cost to the Supporting Party, regular time for the backfill employee is not reimbursable, only overtime costs are reimbursable.
 - 5) Volunteers, by definition, are not employees and do not have a specified employment rate for hours worked. If, however, the Cooperator maintains written policy that provides for their volunteers to be mobilized to an incident for reimbursable assistance within the authority, scope, and terms of this agreement, the Cooperator agrees:
 - a. To compensate the individuals for hours worked based on current standardized published rates for emergency firefighters in the State of **MICHIGAN**, or at hourly rates equal to, or less than, the current Federal administratively determined (AD) pay plan.
 - b. Unless exempt from Fair Labor Standards Act, these individuals will receive overtime pay for hours worked over 40 in a workweek at a rate equal to time and one half of the (base) hourly rate.
 - c. Base hourly and overtime costs are reimbursable; shift premiums, fringe benefits, and backfill costs are not reimbursable.
 - d. The rates will only apply to incident response under the terms of this agreement and will not apply to project activities carried out supplemental to this agreement.
 - e. These individuals will be considered Cooperator personnel under the terms of this agreement.
- G. TRAVEL COSTS. Federal Travel Regulations (FTR) and/or agency-specific travel regulations will be utilized for all travel policies and processes. Authorized travel costs, including transportation, lodging, meals, and per diem consistent with these policies and processes are reimbursable.
- H. FIRE EQUIPMENT COSTS/RATES.
- 1) Costs incurred for agency- or cooperator-owned equipment, including aircraft, when assigned to an incident or project may include operating expenses (such as



- fuel, oil, repairs, retardant) and/or a rate consistent with each party's written policy and regulations for use of the equipment.
- 2) Standby equipment time is not reimbursable unless resource ordered.
 - 3) Personnel costs for operator(s) shall be applied separate from the equipment costs/rates.
 - 4) In the absence of a pre-determined and documented rate for use of Cooperator-owned equipment, reimbursement will be limited to the current Federal Emergency Management Administration (FEMA) Schedule of Equipment Rates for like equipment, published online at: <https://www.fema.gov/schedule-equipment-rates>.
 - 5) Any Cooperator equipment mobilized for reimbursable fire assistance shall be documented on an OF-297 (Emergency Equipment Shift Ticket).
- I. FEDERAL EXCESS PROPERTY PROGRAM. Federal Excess Property Program (FEPP) rates apply when federal property is loaned to the State Forester, who may place it with a local fire organization/department to improve local fire programs. If this loaned federal property is used on a federal incident or project, the Cooperator may only charge for operating costs that include maintenance, fuel, oil, etc. Costs may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges. FEPP equipment costs shall be listed separately on any invoice submitted for reimbursement.
- J. CONTRACT REQUIREMENTS – COOPERATIVE FIRE. The Federal Acquisition Regulations (48 CFR) apply to all contracts awarded by a federal agency, unless otherwise exempt. Any contract awarded by the Cooperator under this agreement, where federal funding may be provided, must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is encouraged to utilize small businesses, minority-owned firms, women's business enterprises and veteran owned businesses.
- K. FIRE BILLING CONTENT, INFORMATION, AND FINANCIAL CONTACTS.
- The following items will be included with each invoice:
- Billing party's legal name, address, telephone number, and billing party's financial contact information.
 - Proper reference to this U.S. Forest Service agreement number.
 - Invoice date.
 - Invoice number, if applicable.
 - Incident name and incident number.
 - Dates of the incident covered by the billing.
 - Appropriate Firecode or charge code (if known).
 - Summary cost data for the amount being billed.
 - Cost-share agreement (if applicable).



Summary cost data should include a list of personnel, travel, and equipment expenses; and a listing by contractor/vendor name and amount spent for services and supplies procured.

Generally, cost source documents, including but not limited to, resource orders, OF-288 Emergency Firefighter Time Reports, and OF-297 Emergency Equipment Shift Tickets, will not be required with the billing content unless summary cost data is disputed.

Financial Information and Contacts:	U.S. Forest Service	Cooperator
Submit bills to:	Albuquerque Service Center Incident Finance 5141 Masthead Albuquerque, NM 87109 FAX: 866-816-9532 Preferred method: EMAIL sm.fs.asc_coop@usda.gov	Oscoda Fire Department Attn: Chief 110 S. State St. Oscoda, MI 48750
Financial Contact: (Name, phone, and email address)	ASC Incident Finance Cooperative Agreements 877-272-7248 sm.fs.asc_coop@usda.gov	Allan MacGregor 989-254-3006 sheriffmacgregor@gmail.com
Local Financial or Incident Business Contact: (Name, phone, email address)		
Data Universal Number System (DUNS)	92-9332484	03-8626453
Indirect Cost Rate	N/A	N/A

*Forest Service indirect cost rate applied in accordance with FSH 1909.13 Chapter 40.

- L. FIRE BILLING TIMEFRAMES. Except for cost-share agreement billings, the parties to this agreement will submit invoices within 60 days of the demobilization from the incident. Extensions beyond the 60 days for invoice submittal must be presented in writing to the reimbursing party. All bills will have a payment due date within 30 days after date of issuance.
- M. STANDARDS FOR FINANCIAL MANAGEMENT – COOPERATIVE FIRE.

1. Financial Reporting



The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperators must maintain records for each incident or project which adequately identify the source and use of funds. These records must contain information pertaining to expenses related to each incident, unobligated balances, assets, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency, Office of Inspector General, and the Government Accounting Office upon request.

3. Internal Controls

Effective control and accountability must be maintained for all Federal funds, real and personal property, and other assets. The Cooperator must keep written internal controls to ensure that all Federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

4. Source Documentation

Accounting records for each incident or project must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, equipment use and cost records, contract or subaward documents, etc. Such documents must be made available to the Federal agency upon request.

- N. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- O. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;



If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

IX. GENERAL PROVISIONS:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Cooperator Program Contact	Cooperator Administrative Contact
Name: Allan MacGregor Address: 110 S. State St. City, State, Zip: Oscoda, MI 48750 Telephone: 989-254-3006 Email: sheriffmacgregor@gmail.com	Name: Allan MacGregor Address: 110 S. State St. City, State, Zip: Oscoda, MI 48750 Telephone: 989-254-3006 Email: sheriffmacgregor@gmail.com

U.S. Forest Service Fire Program Contact	U.S. Forest Service Program - Incident Business - Contact
Name: John Norton-Jensen Address: 5761 N. Skeel Ave. City, State, Zip: Oscoda, MI 48750 Telephone: 989-739-0738 FAX: 989-739-0347 Email: j.norton-jensen@usda.gov	Name: Randee Olson Address: 2020 W. Hwy 61 City, State, Zip: Grand Marais, MN 55604 Telephone: 218-387-3204 Email: rlolson@usda.gov

U.S. Forest Service Administrative Contact
Name: Cathy Ansami Address: E6248 US 2 City, State, Zip: Ironwood, MI 49938 Telephone: 906-285-6875 FAX: 906-932-0122 Email: catherine.ansami@usda.gov

- B. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All nonfederal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- a. The recipient (cooperator) may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The recipient (cooperator) must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- C. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.
- D. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- E. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Contact, at the address specified in this agreement.

To the Cooperator Program Contact, at the address shown in this agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. REMEDIES FOR COMPLIANCE RELATED ISSUES – COOPERATIVE FIRE. If either party materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, either party may wholly or partly suspend or terminate the current agreement.
- J. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service's activities.



- K. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- M. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- N. AGREEMENT CLOSEOUT – COOPERATIVE FIRE. Within 90 days after expiration date or notice of termination, the parties shall reconcile for final billing/payments and close the agreement.
- O. PROGRAM MONITORING – COOPERATIVE FIRE. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. The parties to this agreement will meet annually to review matters of mutual concern. Program performance reports are not required for emergency response activities.
- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.



Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- R. TERMINATION – COOPERATIVE FIRE. Either party shall have the right to terminate their participation under this agreement in whole, or in part, at any time before the date of expiration by providing 90 days written notice to the other party. If the agreement is terminated, the parties shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions. If a party incurs costs due to the other party's failure to give the requisite notice of its intent to terminate the agreement, the Protecting party shall pay any actual costs incurred by the Supporting Party as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
- S. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- T. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- U. MODIFICATIONS – COOPERATIVE FIRE. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. No party is obligated to fund any changes not properly approved in advance.



- V. COMMENCEMENT/EXPIRATION DATE – COOPERATIVE FIRE. This agreement is executed as of the date of the last signature and is effective through **3/31/2026** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension. No other changes shall be retroactively applied for this time extension.

All Fire Supplemental Project Agreements must be completed within the timeframe of this agreement. However, if this agreement is replaced or superseded by a new agreement, current Fire Supplemental Project Agreements may remain in effect to the extent they do not conflict with the provisions of the new agreement, but only until such time that the Fire Supplemental Project Agreements can be completed or modified to be incorporated under the terms of the new agreement.

- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

ALLAN MACGREGOR, Fire Chief
Oscoda Township Fire Department

Date

LESLIE M. AURIEMMO, Forest Supervisor
U.S. Forest Service, HURON-MANISTEE
NATIONAL FOREST

Date

The authority and format of this agreement have been reviewed and approved for

signature

**CATHERINE
ANSAMI**

Digitally signed by
CATHERINE ANSAMI
Date: 2021.06.16
09:37:05 -0500

6/16/2021

CATHY ANSAMI, Grants & Agreements Specialist
U.S. Forest Service, Eastern Region 9

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

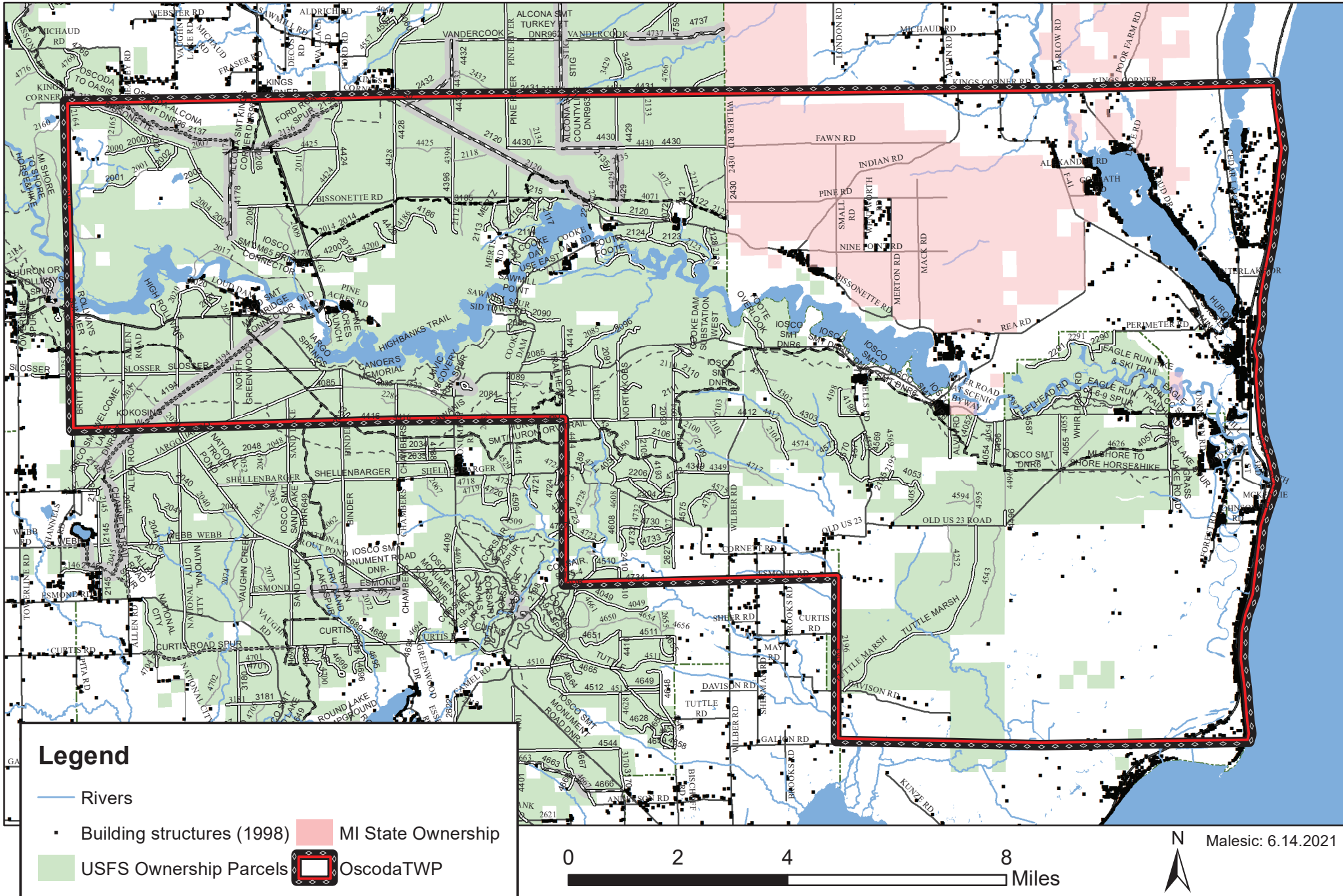
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Huron-Manistee National Forest Huron Shores Ranger District

Oscoda Township Fire Department Response Area



Protection (Operating) Plan

This Operating Plan establishes the current rates for use of Cooperator equipment and personnel (rates must be listed separately), lists principal Cooperator and Forest Service contacts, dispatching procedures, and other details necessary for safe and effective operations in support of the master agreement.

Equipment Standards and Rates

The following rates are established with operating supplies provided by the Cooperator.

Engines

	Structure Engine Types		Wildland Engine Types*				
COMPONENTS	1	2	3	4	5	6	7
Pump Rating Minimum Flow (GPM) At rated pressure (PSI)	1,000	500	500	750	400	150	50
Tank Capacity (Gallons)	300	300	500	50	50	50	10
Hose 2 ½" (feet)	1,200	1,000	N/A	N/A	N/A	N/A	N/A
Hose 1 ½" (feet)	500	500	1,000	300	300	300	N/A
Hose 1" (feet)	N/A	N/A	500	300	300	300	200
Ladders per NFP 1901	Yes	Yes	N/A	N/A	N/A	N/A	N/A
Master Stream (GPM)	Yes	N/A	N/A	N/A	N/A	N/A	N/A
Maximum GVWR (Pounds)							
Personnel (Minimum Number)	4	3	3	2	2	2	2
Hourly Equipment Rate	\$240.00	\$207.00	\$201.50	\$151.50	\$151.50	\$143.00	\$143.00

*Engines equipped with Compressed Air Foam Systems will be paid an additional \$20.00 per hour if used on the incident.

** Engine and Water tender rates set off minimum staffing requirements, Other personnel will be charged off AD Rate pay plan.

Other Resources

Equipment Description	Rate	Other Requirements
Command Vehicle	Rate based off FEMA standards (By Veh size)	
Crew Rotation Vehicle	Mileage based on current GSA rate	
Rescue Truck	Rate based off FEMA standards	
Ambulance	Rate based off FEMA standards	
Portable Tank • Less than 1500 Gallons	\$25.00 per day	
Portable Tank • 1500 Gallons or more	\$50.00 per day	
Portable Pump	Rate based off FEMA standards (By HP)	
ATV / UTV	Rate based off FEMA standards (By Engine CC)	
Electronic Signs	\$100.00 per day	
Other Employees	Rates set by AD pay plan	

Water Tenders

	Water Tender Types				
	Support			Tactical	
COMPONENTS	1	2	3	1	2
Minimum Tank Capacity (Gallons)	4,000	2,500	1,000	2,000	1,000
Minimum Pump Flow (GPM)	300	200	200	250	250
At Rated Pressure (PSI)	50	50	50	150	150
Maximum Refill Time (minutes)	30	20	15	N/A	N/A
Personnel (Minimum Number)	1	1	1	2	2
Pump and Roll Capability	N/A	N/A	N/A	Yes	Yes
Equipment Rate	\$139.50	\$128.50	\$104.00	\$169.50	\$152.67

**Portable Pump Acceptable*

Equipment – Oscoda VFD

<u>Model / Description</u>	<u>Tank (gal)</u>	<u>Pump (GPM)</u>	<u>VFD Unit #</u>	<u>Vin #</u>	<u>Hourly Rate</u>
Pierce Mfg. / Engine T1	1050	1250 GPM	Engine 5	4P1BAFF8MB022272	\$240.00
Pierce Mfg./ Engine T1	1050	1510 GPM	Engine 6	4PICT0243VA000667	\$ 240.00
Pierce Mfg / Engine T1	1500	1509 GPM	Engine 7	4P1CS01A5EA014130	\$ 240.00
Chevy	200	150 GPM	Brush 1	1GCHK24U64E149222	\$143.00
Chevy	200	150 GPM	Brush 2	1GCHK24UX1E213693	\$143.00
Truck Works / Tender T1	3300	500 GPM	Tender 1	1FVHC5CY6HHJE3072	\$169.50
Rescue Van	N/A	N/A	Squad 1	1HTSDAAN2VH493091	\$62.00
Boat 140HP	N/A	N/A	Marine 2	ZHTH630T328690609	\$65.51
UTV / Medical	N/A	N/A	Rescue 2	3JBUKAN45JK001669	\$14.79

**UTV / Medical – medical personnel / UTV Operator is not calculated in the hour rate. The AD pay plan will be used to determine cost to cover personnel assigned to equipment.*

Personnel Standards and Rates

Cooperator personnel listed on the attached roster may be compensated in accordance with the rates published in the Eastern Region supplement to NWCG Interagency Standards for Incident Business Management Available at:

https://www.fs.usda.gov/sites/default/files/2020-04/2020_incident_ad_pay_plan.pdf

Cooperator personnel who meet NWCG qualification standards will be compensated at the published rate for the position they fill on the incident. Any NWCG qualifications must be documented on a current Incident Qualification Card.

Compensation for Fully and Non-Fully Qualified Firefighters

The following applies for compensation of Cooperator personnel responding to incidents on the Huron-Manistee National Forest outside of the mutual aid period:

- a. The Cooperator will be compensated for NWCG qualified firefighters at the published AD rate for the position they are filling.
- b. The Cooperator will be compensated for firefighters, who have the required NWCG firefighter training (S-130/S-190, L-180, I-100), but do not meet the physical fitness qualification, at the AD-B rate for initial attack.
- c. The Cooperator will not be compensated for firefighters, who do not have NWCG firefighter training, and the physical fitness qualification.
- d. The Cooperator will be compensated for trainees at one step below the qualified rate for the position performed.

All firefighters are required to wear and utilize the following Personal Protective Equipment: nomex shirt and pants, hard hat, leather gloves, 8 inch boots with non-skid soles and an approved fire shelter.

Established Initial Attack Area

Please refer to the map in Exhibit A. As resources are available, the Forest Service will provide mutual aid for initial attack on lands under the jurisdictional responsibility of the Cooperator as shown.

As resources are available, the Cooperator will provide mutual aid for initial attack on lands under the jurisdiction of the Huron-Manistee National Forest as shown.

Payment Determination on Multi-Jurisdictional Incidents

On multi-jurisdictional incidents which burn across protection boundaries, parties to this agreement will share suppression costs. If the incident is contained within the first 24 hours, costs will be shared on the basis of the percentage of the acreage burned in each jurisdictional area. For incidents that are not contained in the first 24 hours, a written cost share agreement will be executed.

The first 24-hour period begins at the time resources are initially dispatched to the incident.

Principal Personnel

Oscoda Volunteer Fire Department

Name	Position	Day Phone	Night Phone	Cell Phone
Allan MacGregor	Fire Chief	989-739-3211		989-254-3006
Curt MacGregor	Assist. Chief	989-739-3211		
Jack Brown	Captain	989-739-3211		
Rich Rudowski	Lieutenant	989-739-3211		
Steve Mallak	Lieutenant	989-739-3211		
Erik McNichol	D.C. / T.O.	989-739-3211		
Deke Hurlburt	T.O.	989-739-3211		
Kyle Maliszewski	FFT-2	989-739-3211		

Dan Gary	FFT-2	989-739-3211		
Kevin Mallak	FFT-2	989-739-3211		
Terry Wolfe	FFT-2	989-739-3211		
Danny Gallahar	FFT-2	989-739-3211		
Matt Mallak	FFT-2	989-739-3211		
Jason Walker	FFT-2	989-739-3211		
Michael Griggs	FFT-2	989-739-3211		
Nick Butzin	FFT-2	989-739-3211		
Jeremy Hearn	FFT-2	989-739-3211		
Ryun Ridgeway	FFT-2	989-739-3211		
Ryan Stone	FFT-2	989-739-3211		
Kevin Kubik	FFT-2	989-739-3211		
Tani Briggs-Dekett	FFT-2	989-739-3211		
James Lewis Jr	FFT-2	989-739-3211		
Timothy Condo	FFT-2	989-739-3211		
John Crowder	FFT-2	989-739-3211		
Tyler Beglin	FFT-2	989-739-3211		
Chris Brault	FFT-2	989-739-3211		
Adam Travis	FFT-2	989-739-3211		
Erik McCausey	FFT-2	989-739-3211		
Brandon Taylor	FFT-2	989-739-3211		
Cory Uhlbeck	FFT-2	989-739-3211		
Darryl Vollmers	FFT-2	989-739-3211		

Phone numbers can be provided upon request.

**Incident Qualification Card (IQS)*

U.S. Forest Service – Huron-Manistee National Forest

Name	Position	Day Phone	Night Phone	Cell/Pager*
Benjamin Wiese	District Ranger	989-739-0728		231-878-7329
Ryan Stone	Assistant FMO	989-739-0728		231-878-7328
John Norton-Jensen	District FMO	989-739-0728		231-878-6053
Joe Alyea	Forest FMO	231-775-2421		989-305-1227
Leslie Auriemmo	Forest Supervisor	231-775-2421		
	District FAX	989-739-8745		

Agency Dispatch Centers

All formal requests for assistance will be made through the appropriate Dispatch Center.

Iosco County Dispatch Center

East Tawas, MI / 989-362-1430

Michigan's Interagency Dispatch Center

Cadillac, MI / 231-775-8732

Radio Procedures

The U.S. Forest Service and the Cooperator will operate on their primary frequencies while responding to an incident. Upon arrival at an incident all units will switch to local tactical frequencies for the county the incident is in. The Incident Commander will determine the tactical frequency to be used on the incident and make it know to all responding units.

Tammy Kline

From: Rick Freeman <RFreeman@rowepsc.com>
Sent: Wednesday, June 23, 2021 10:18 AM
To: Joshua Sutton; Tammy Kline; Tim Freel; Gary Kellan
Subject: RE: [EXTERNAL]: Metropolitan Extension.

To all,

I have completed my review of the documents submitted and have requested the following additions to be made directly to Mr. Kevin Schoen at KEPS Technologies.

I would make the recommendation to the Board to conditionally accept this permit with these additions forthcoming:

This project includes both Oscoda Charter Township right-of-way and Oscoda-Wurtsmith Airport Authority right-of-way.

Therefore, the "Terms and Conditions" requires to have Mr. Gary Kellan's contact information included in addition to the Townships information already included. I have provided this information to Mr. Schoen.

The insurance certificate that they are to provide must have Oscoda Charter Township and the Oscoda-Wurtsmith Airport Authority as additional insured listed.

With these additions the permit is complete and construction may begin in the field with proper notice (as laid out in the permit) to the Township and Airport Authority.

If you have any questions/concerns please let me know.

I will be attending the Board mtg on Monday night to answer any questions if necessary.

Have a great day!

From: Joshua Sutton <clerk@oscodatownshipmi.gov>
Sent: Friday, June 18, 2021 2:52 PM
To: Tammy Kline <admin@oscodatownshipmi.gov>; Rick Freeman <RFreeman@rowepsc.com>; Tim Freel <tim@tfreelpc.net>
Subject: [EXTERNAL]: Metropolitan Extension.

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

Hello team,

I am reaching out as I received these documents for what appears to be fiberoptic installation or upgrade. I believe that this will have to go to the board. I am just reaching out for clarification as Mitch is gone and never gave me a clear answer on what to do with it.

Thank you,

Joshua Satton

Oscoda Township Clerk

clerk@oscodatownshipmi.gov

Office: 989-739-4971

6/2/21	29788	Oscoda Township	Net 30 Days	\$500.00	29788
Invoice Number			Invoice Date		Amount
114657			6/1/21		500.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

ACD.NET, INC.
1800 N. GRAND RIVER AVE.
LANSING, MI 48906-3905

Mercantile
Bank of Michigan

75-1382/724

NUMBER
29788

Five Hundred and 00/100 Dollars

DATE
Jun 2, 2021

AMOUNT
500.00

PAY
TO THE
ORDER
OF

Oscoda Township
110 S. State Road
Oscoda, MI 48750

VOID AFTER 180 DAYS

Metro Act

AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈029788⑈ ⑆072413829⑆ 4100115361⑈

6/2/21	29788	Oscoda Township	Net 30 Days	\$500.00	29788
Invoice Number			Invoice Date		Amount
114657			6/1/21		500.00

**METRO Act Permit Application Form
Revised February 2, 2015**

**Oscoda Township
Name of Local Unit of Government**

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 110 S. State Street, Oscoda, MI 48750.

Oscoda Township

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**KEPS Technologies Inc, dba ACD.net
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 6/1/2021

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: 517-999-9999
Fax Number: 517-999-3993
Corporate website: http://www.acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Jeremiah Brand
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906
Telephone Number: 517-999-3259

Fax Number: 517-999-3993
E-mail Address: brand.jeremiah@acd.net

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1987

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen

President, Steve Schoen

CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☐ No ☒

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; ☐ No ☒

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunications network.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.4 Please provide an anticipated or actual construction schedule.

We would like to start this project no later than 7/1/2021. Final determination will be dependent on permit issuance and weather. Construction will take about 3 months.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointee's will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213

1800 North Grand River Ave., Lansing, MI 48906

Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653

Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886

Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603

R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843

Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

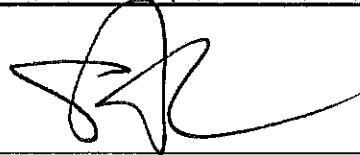
4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

6-1-2021

Date

KEPS Technologies Inc,
DbA ACD.net ("APPLICANT")



By

STEVE SCHOEN

Type or Print Name

PRESIDENT

Title

S:\metroapplicationform.doc

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager, Supervisor, Mayor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Oscoda Township; a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
 - 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
 - 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Kevin Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3250 Fax:(517)999-3993 Email: schoen.kevin@acd.net.
 - 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown 1800 N. Grand River Avenue,

Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993
Email: brown.phil@acd.net.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably

determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, 110 S. State Street, Oscoda, MI 48750

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Oscoda Township

Attest:

By: _____
Clerk

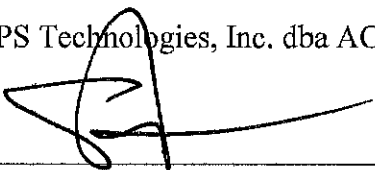
By: _____

Its: _____

Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

KEPS Technologies, Inc. dba ACD.net

By: _____

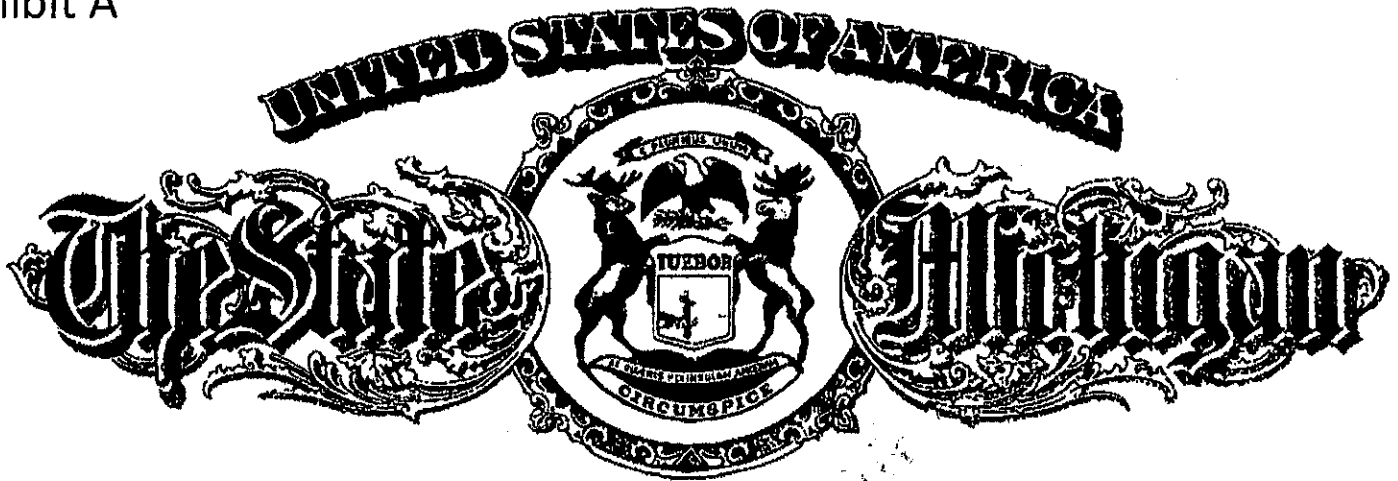
Its: STEVE SCHOEN PRESIDENT

Date: 6-1-2021

::ODMA\PCDOCS\GRR\759319\6

Exhibit B

Bond



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

A handwritten signature in black ink, appearing to read "Alan J. Schefke".

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION ANNUAL REPORT
2016**

Exhibit A

Identification Number 537475	Corporation Name KEPS TECHNOLOGIES, INC.	
Resident agent name and mailing address of the registered office STEVEN E. SCHOEN MI		
The address of the registered office 1800 NORTH GRAND RIVER AVE LANSING MI 48906		
Describe the purpose and activities of the corporation during the year covered by this report: PHONE COMPANY, ISP, CONSTRUCTION OF TELECOMMUNICATION FIBER OPTIC LINES		
Officer/Director Information		
NAME	TITLE	BUSINESS OR RESIDENCE ADDRESS
KEVIN SCHOEN	PRESIDENT	1800 N GRAND RIVER AVE LANSING MI 48906
STEVE SCHOEN	SECRETARY	1800 N GRAND RIVER AVE LANSING MI 48906
STEVE SCHOEN	TREASURER	1800 N GRAND RIVER AVE LANSING MI 48906
KEVIN SCHOEN	DIRECTOR	1800 N GRAND RIVER AVE LANSING MI 48906
Electronic Signature		
Filed By STEVE SCHOEN	Title AUTHORIZED OFFICER OR AGENT	Phone 571-999-9999
<input checked="checked" type="checkbox"/> I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.		
Payment Information		
Payment Amount \$ 35	Payment Date/Time 05/26/2016 14:28:54	Reference Nbr 71315 6801 537475 2016



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

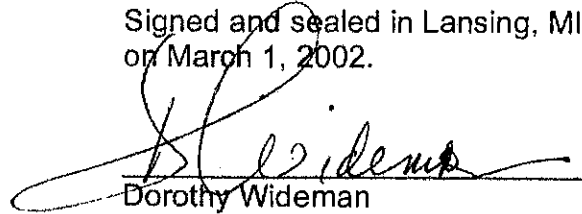
Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.



Dorothy Wideman
Executive Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901	CONTACT NAME: Angela Maldonado PHONE (A/C, No, Ext): 517-482-2211 FAX (A/C, No): E-MAIL ADDRESS: angelam@lymansheets.com
INSURED KEPS Technologies Inc. dba ACD.net 1800 N. Grand River Avenue Lansing MI 48906-3905	INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Company INSURER B: Westchester Surplus Lines Ins. INSURER C: Travelers INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 932091455

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			630 3P127099	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1N518151	2/20/2021	2/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1N37964	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6097262	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab			G7096272A	4/15/2021	2/20/2022	Ea Occ Aggregate 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Illustration Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael A. Sheets

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**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager, Supervisor, Mayor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Oscoda Township; a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3250 Fax:(517)999-3993 Email: schoen.kevin@acd.net.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown 1800 N. Grand River Avenue,

Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993
Email: brown.phil@acd.net.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably

determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.
 - 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal: Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, 110 S. State Street, Oscoda, MI 48750

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Oscoda Township

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

KEPS Technologies, Inc. dba ACD.net

By: 

Its: STEVE SCHOEN PRESIDENT

Date: 6-1-2021

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

METRO Act Permit Application Form
Revised February 2, 2015

Oscoda Township
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 110 S. State Street, Oscoda, MI 48750.

Oscoda Township

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**KEPS Technologies Inc, dba ACD.net
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 6/1/2021

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net

Mailing Address: ACD.net

1800 N. Grand River Ave.

Lansing, MI 48906

Telephone Number: 517-999-9999

Fax Number: 517-999-3993

Corporate website: http://www.acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Jeremiah Brand

Mailing Address: ACD.net

1800 N. Grand River Ave.

Lansing, MI 48906

Telephone Number: 517-999-3259

Fax Number: 517-999-3993
E-mail Address: brand.jeremiah@acd.net

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1987

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen

President, Steve Schoen

CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☐ No ☒

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; ☐ No ☒

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunications network.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.4 Please provide an anticipated or actual construction schedule.

We would like to start this project no later than 7/1/2021. Final determination will be dependent on permit issuance and weather. Construction will take about 3 months.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointee's will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213

1800 North Grand River Ave., Lansing, MI 48906

Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653

Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886

Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603

R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843

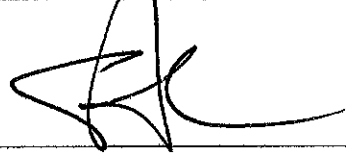
Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

6-1-2021
Date

KEPS Technologies Inc,
Dbas ACD.net ("APPLICANT")

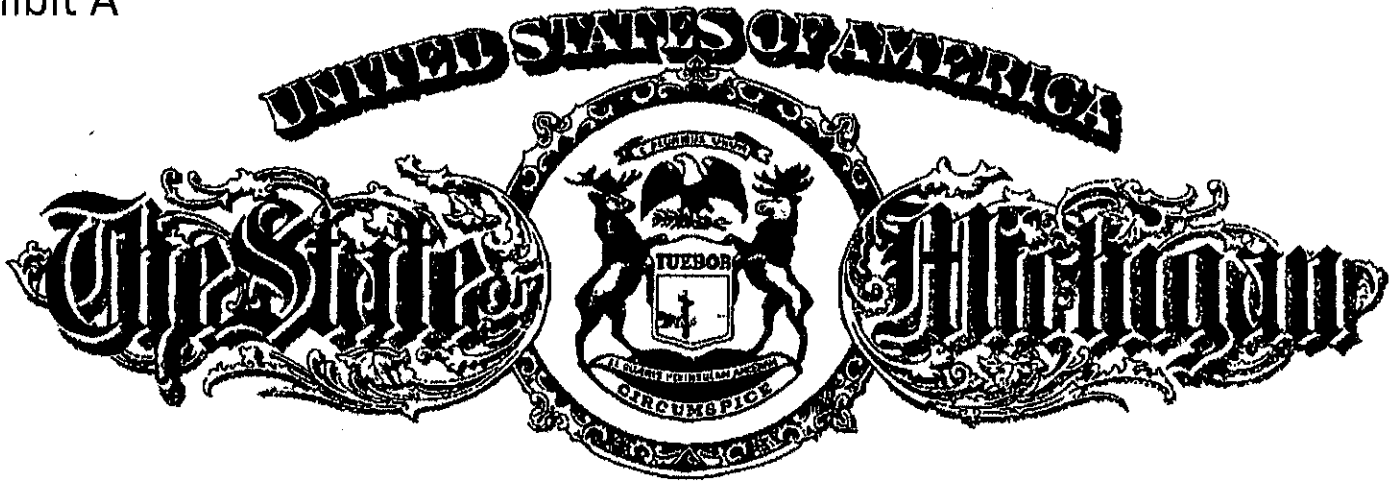

By

STEVE SCHOEN
Type or Print Name

PRESIDENT
Title

S:\metroapplicationform.doc

Exhibit A



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

A handwritten signature in black ink, appearing to read "Alan J. Schefke".

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

Exhibit A

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION ANNUAL REPORT
2016**

Identification Number 537475	Corporation Name KEPS TECHNOLOGIES, INC.		
Resident agent name and mailing address of the registered office STEVEN E. SCHOEN MI			
The address of the registered office 1800 NORTH GRAND RIVER AVE LANSING MI 48906			
Describe the purpose and activities of the corporation during the year covered by this report: PHONE COMPANY, ISP, CONSTRUCTION OF TELECOMMUNICATION FIBER OPTIC LINES			
Officer/Director Information			
NAME	TITLE	BUSINESS OR RESIDENCE ADDRESS	
KEVIN SCHOEN	PRESIDENT	1800 N GRAND RIVER AVE LANSING MI 48906	
STEVE SCHOEN	SECRETARY	1800 N GRAND RIVER AVE LANSING MI 48906	
STEVE SCHOEN	TREASURER	1800 N GRAND RIVER AVE LANSING MI 48906	
KEVIN SCHOEN	DIRECTOR	1800 N GRAND RIVER AVE LANSING MI 48906	
Electronic Signature			
Filed By STEVE SCHOEN	Title AUTHORIZED OFFICER OR AGENT	Phone 571-999-9999	
<input checked="" type="checkbox"/> I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.			
Payment Information			
Payment Amount \$ 35	Payment Date/Time 05/26/2016 14:28:54	Reference Nbr 71315 6801 537475 2016	



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

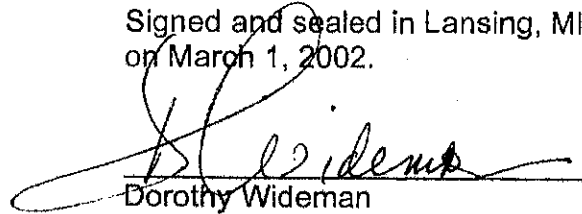
Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.


Dorothy Wideman
Executive Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lyman & Sheets Insurance Agency
P.O. Box 15127
Lansing MI 48901

CONTACT NAME: Angela Maldonado

PHONE (A/C, No, Ext): 517-482-2211

FAX (A/C, No):

E-MAIL ADDRESS: angelam@lymansheets.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Accident Fund Company

10166

INSURER B: Westchester Surplus Lines Ins.

10172

INSURER C: Travelers

19038

INSURER D:

INSURER E:

INSURER F:

INSURED
KEPS Technologies Inc. dba ACD.net
1800 N. Grand River Avenue
Lansing MI 48906-3905

ACDNE-1

COVERAGES

CERTIFICATE NUMBER: 932091455

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			830 3P127099	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1N518151	2/20/2021	2/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP-1N37964	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV8097262	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab			G7096272A	4/15/2021	2/20/2022	Ea Occ Aggregate 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Illustration Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael B. Sheets

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager, Supervisor, Mayor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Oscoda Township; a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3250 Fax:(517)999-3993 Email: schoen.kevin@acd.net.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown 1800 N. Grand River Avenue,

Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993
Email: brown.phil@acd.net.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably

determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, 110 S. State Street, Oscoda, MI 48750

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Oscoda Township

Attest:

By: _____
Clerk

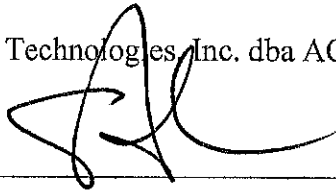
By: _____

Its: _____

Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

KEPS Technologies, Inc. dba ACD.net

By: 

Its: STEVE SCHOEN. PRESIDENT

Date: 6-1-2021

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

**METRO Act Permit Application Form
Revised February 2, 2015**

Oscoda Township
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 110 S. State Street, Oscoda, MI 48750.
-

Oscoda Township

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**KEPS Technologies Inc, dba ACD.net
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 6/1/2021

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: 517-999-9999
Fax Number: 517-999-3993
Corporate website: http://www.acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Jeremiah Brand
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906
Telephone Number: 517-999-3259

Fax Number: 517-999-3993
E-mail Address: brand.jeremiah@acd.net

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1987

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen

President, Steve Schoen

CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☐ No ☒

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; ☐ No ☒

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunications network.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.4 Please provide an anticipated or actual construction schedule.

We would like to start this project no later than 7/1/2021. Final determination will be dependent on permit issuance and weather. Construction will take about 3 months.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointee's will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213

1800 North Grand River Ave., Lansing, MI 48906

Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653

Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886

Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603

R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843


Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

6-1-2021
Date

KEPS Technologies Inc,
DbA ACD.net ("APPLICANT")

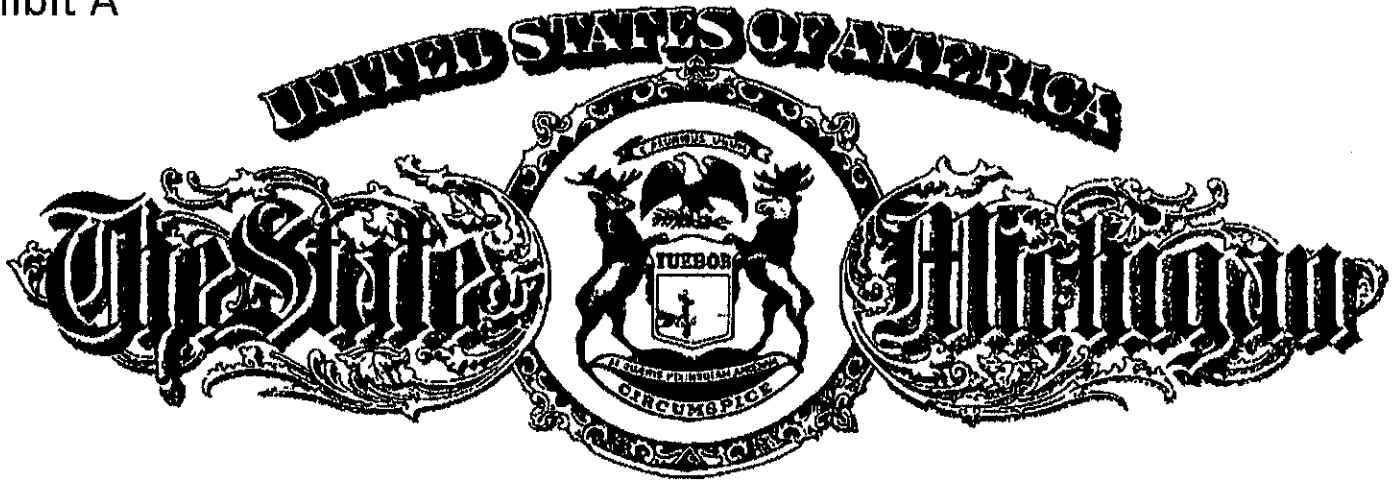

By

STEVE SCHÖEN
Type or Print Name

PRESIDENT
Title

S:\metroapplicationform.doc

Exhibit A



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION ANNUAL REPORT
2016**

Exhibit A

Identification Number 537475	Corporation Name KEPS TECHNOLOGIES, INC.	
Resident agent name and mailing address of the registered office STEVEN E. SCHOEN MI		
The address of the registered office 1800 NORTH GRAND RIVER AVE LANSING MI 48906		
Describe the purpose and activities of the corporation during the year covered by this report: PHONE COMPANY, ISP, CONSTRUCTION OF TELECOMMUNICATION FIBER OPTIC LINES		
Officer/Director Information		
NAME	TITLE	BUSINESS OR RESIDENCE ADDRESS
KEVIN SCHOEN	PRESIDENT	1800 N GRAND RIVER AVE LANSING MI 48906
STEVE SCHOEN	SECRETARY	1800 N GRAND RIVER AVE LANSING MI 48906
STEVE SCHOEN	TREASURER	1800 N GRAND RIVER AVE LANSING MI 48906
KEVIN SCHOEN	DIRECTOR	1800 N GRAND RIVER AVE LANSING MI 48906
Electronic Signature		
Filed By STEVE SCHOEN	Title AUTHORIZED OFFICER OR AGENT	Phone 571-999-9999
<input checked="checked" type="checkbox"/> I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.		
Payment Information		
Payment Amount \$ 35	Payment Date/Time 05/26/2016 14:28:54	Reference Nbr 71315 6801 537475 2016



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

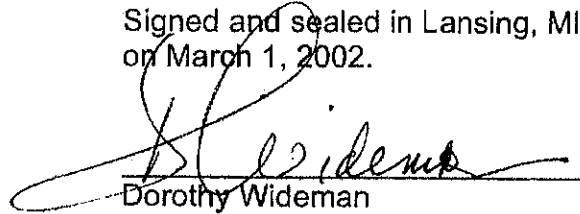
Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.


Dorothy Wideman
Executive Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901		CONTACT NAME: Angela Maldonado PHONE (A/C, No, Ext): 517-482-2211 FAX (A/C, No): E-MAIL: angelam@lymansheets.com ADDRESS:		
INSURED KEPS Technologies Inc. dba ACD.net 1800 N. Grand River Avenue Lansing MI 48906-3905		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Accident Fund Company		10166
		INSURER B: Westchester Surplus Lines Ins.		10172
		INSURER C: Travelers		19038
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 932091455

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		630 3P127098	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-1N518151	2/20/2021	2/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-1N37964	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCV6097262	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab		G7096272A	4/15/2021	2/20/2022	Ea Occ Aggregate 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

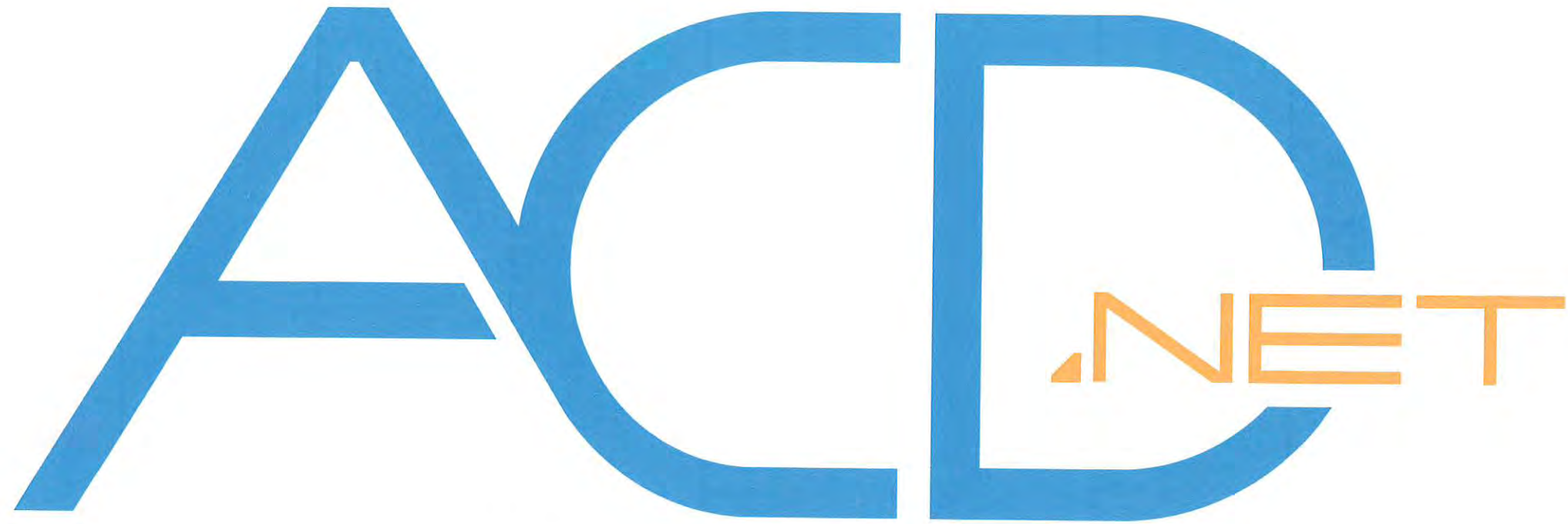
CERTIFICATE HOLDER**CANCELLATION**

For Illustration Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael A. Sheets

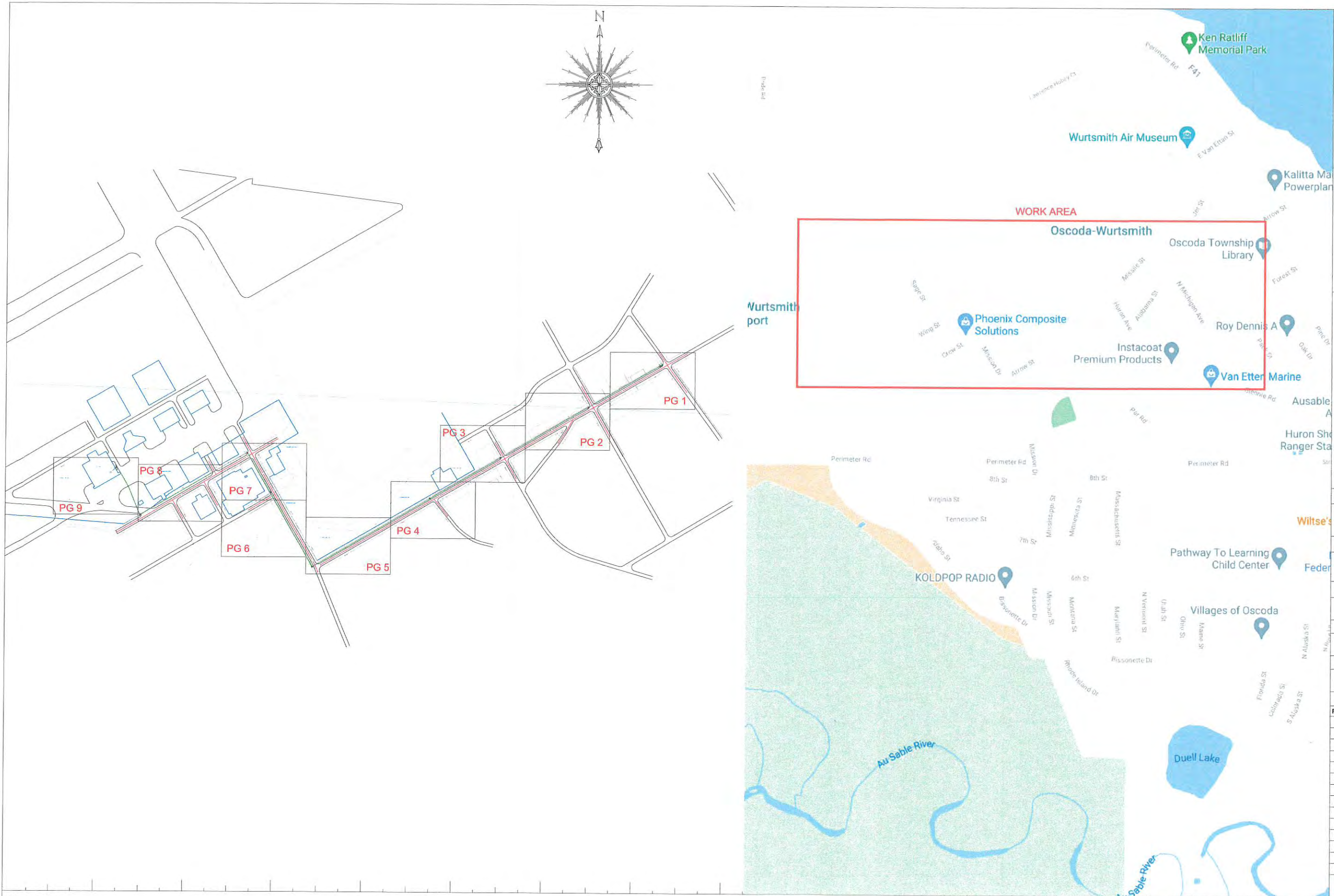


Advanced Communications & Data

KEPS Technologies, Inc. d/b/a ACD.net
FIBER OPTIC CABLE ROUTE

Project Number
LC078376FO33641

517-999-9999
1800 Grand River Ave
Lansing MI 48906



517-999-9999
1800 Grand River Ave
Lansing MI 48906

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MISS DIG 1-800-482-7171 O.U.P.S 1-800-362-2764 INDIANA811 1-800-362-5544
CAD Standard Ver. 72919

Project Manager

J. BRNAD

Permitting

J. BRAND

Transport Manager

G. GOULD

Drawn By Date

DTW 5-25-21

As Built Date

Revisions

REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:

SCALE: 1" = NTS

COUNTY: IOSCO

TOWNSHIP: OSCODA

TRS:

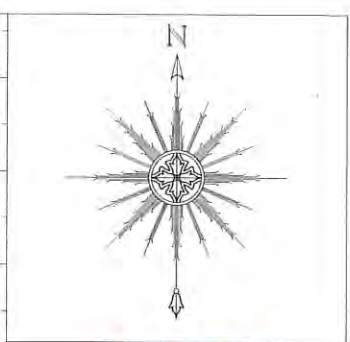
CITY:

PROJECT ID: LC078376FO33641

PEACHTREE ID: 33641

CUSTOMER NUMBER: 78376

GRID KEY

[illegible]

517-999-9999
1800 Grand River Ave
Lansing MI 48906

1800 Grand River Ave
Lansing MI 48906

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 PRIOR TO CONSTRUCTION FOR EXACT UTILITY
 LOCATIONS AT:

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CAD Standard Ver. 72919

Project Manager

J. BRNAD

Permitting

J. BRAND

Transport Manager

G. GOULD

Drawn By	Date

DTW	5-25-21
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As Built	Date

Revisions	

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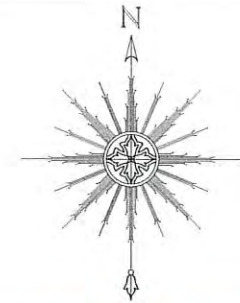
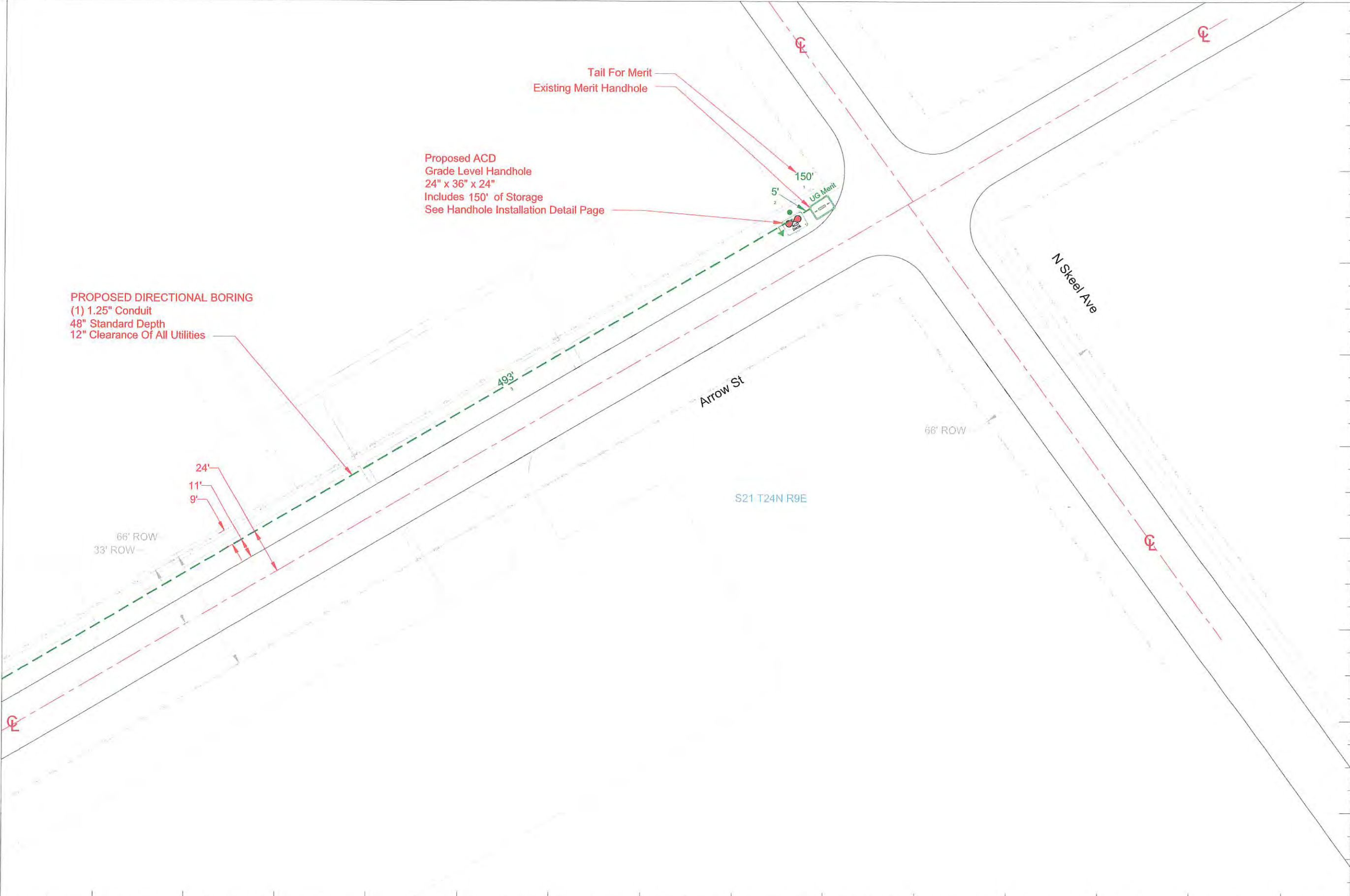
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Exhibit:	N/A
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NOTES

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Project Manager

J. BRNAD

Permitting

J. BRAND

Transport Manager

G. GOULD

Drawn By Date

DTW 5-25-21

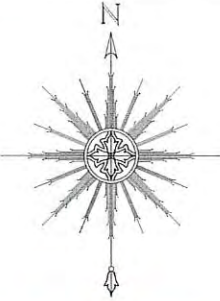
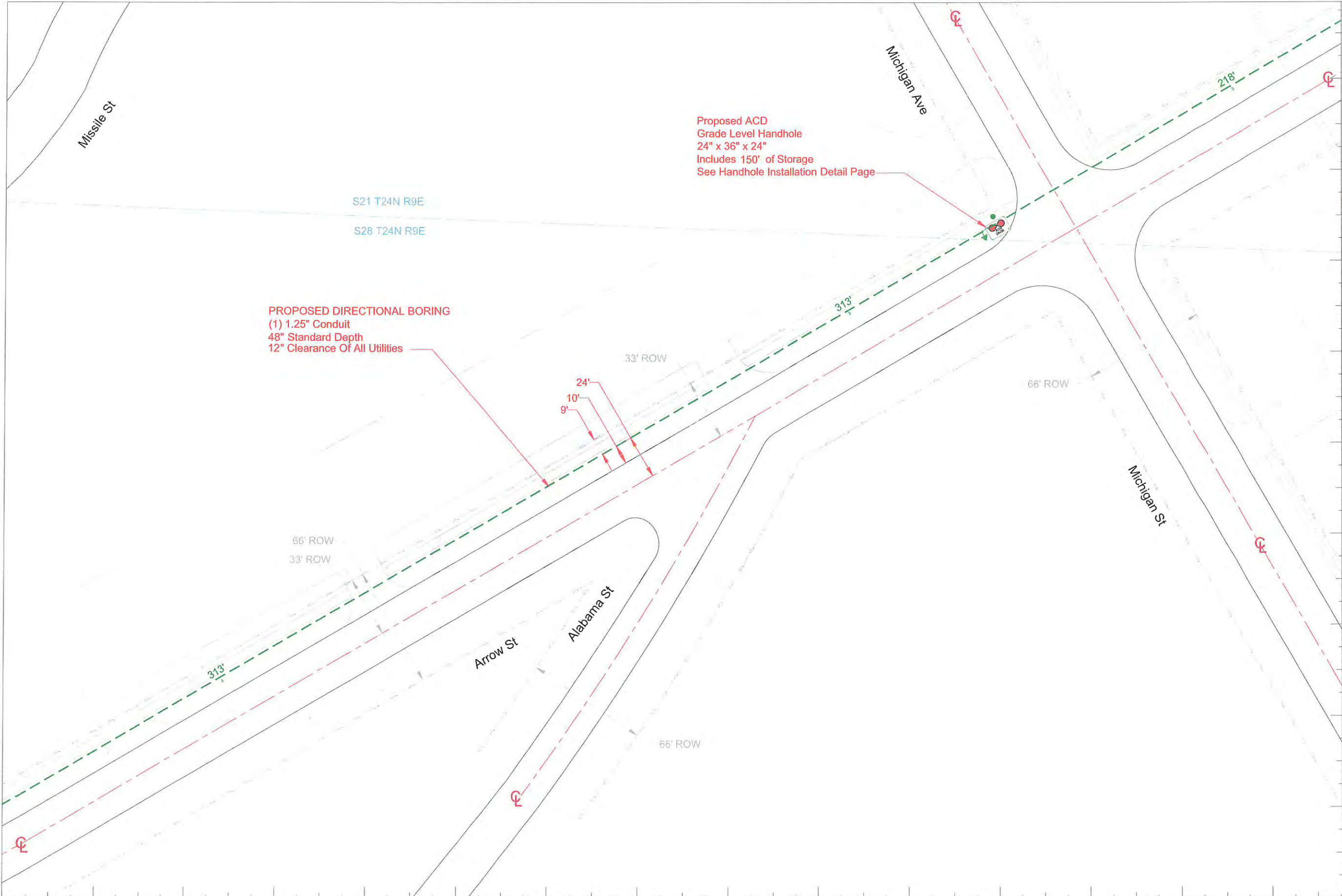
As Built Date

Revisions

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Exhibit: N/A

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SCALE: 1" = 50'		TRS: S21 T24N R9E			
COUNTY: IOSCO	TOWNSHIP: OSCODA	CITY:	PROJECT ID: LC078376FO33641	CUSTOMER NUMBER: 78376	



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Lansing MI 48906

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Project Manager

J. BRNAD

Permitting

J. BRAND

Transport Manager

G. GOULD

Drawn By **Date**

DTW 5-25-21

As Built **Date**

Revisions

REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:

PEACHTREE ID: 33641

SCALE: 1" = 50'

TRS: S21 T24N R9E

S28 T24N R9E

COUNTY: IOSCO

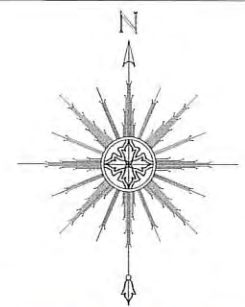
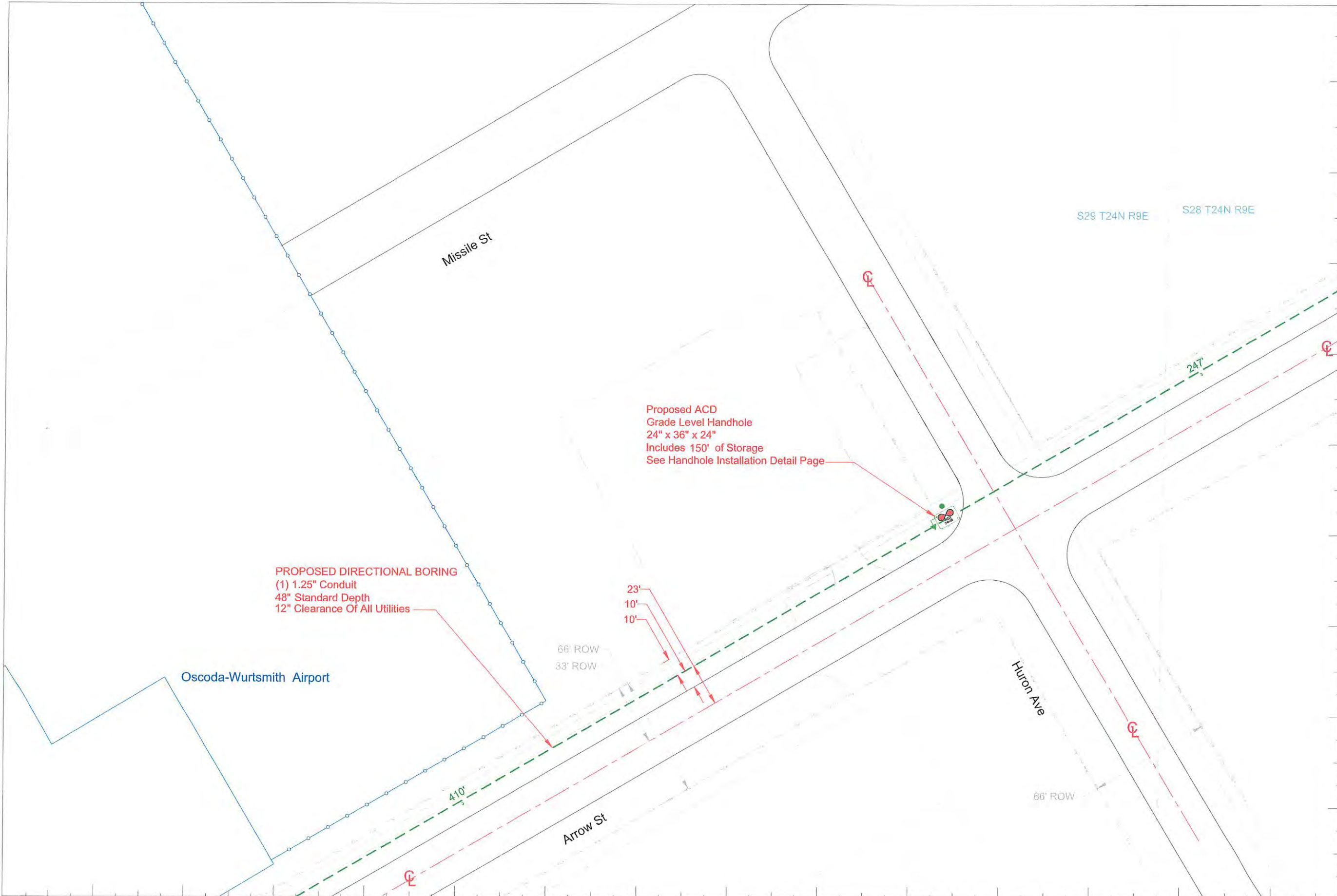
TOWNSHIP: OSCODA

CITY:

PROJECT ID: LC078376FO33641

CUSTOMER NUMBER: 78376

PAGE 2



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Lansing MI 48906

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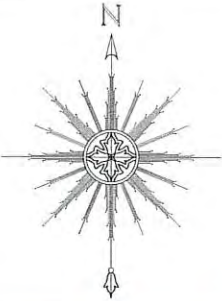
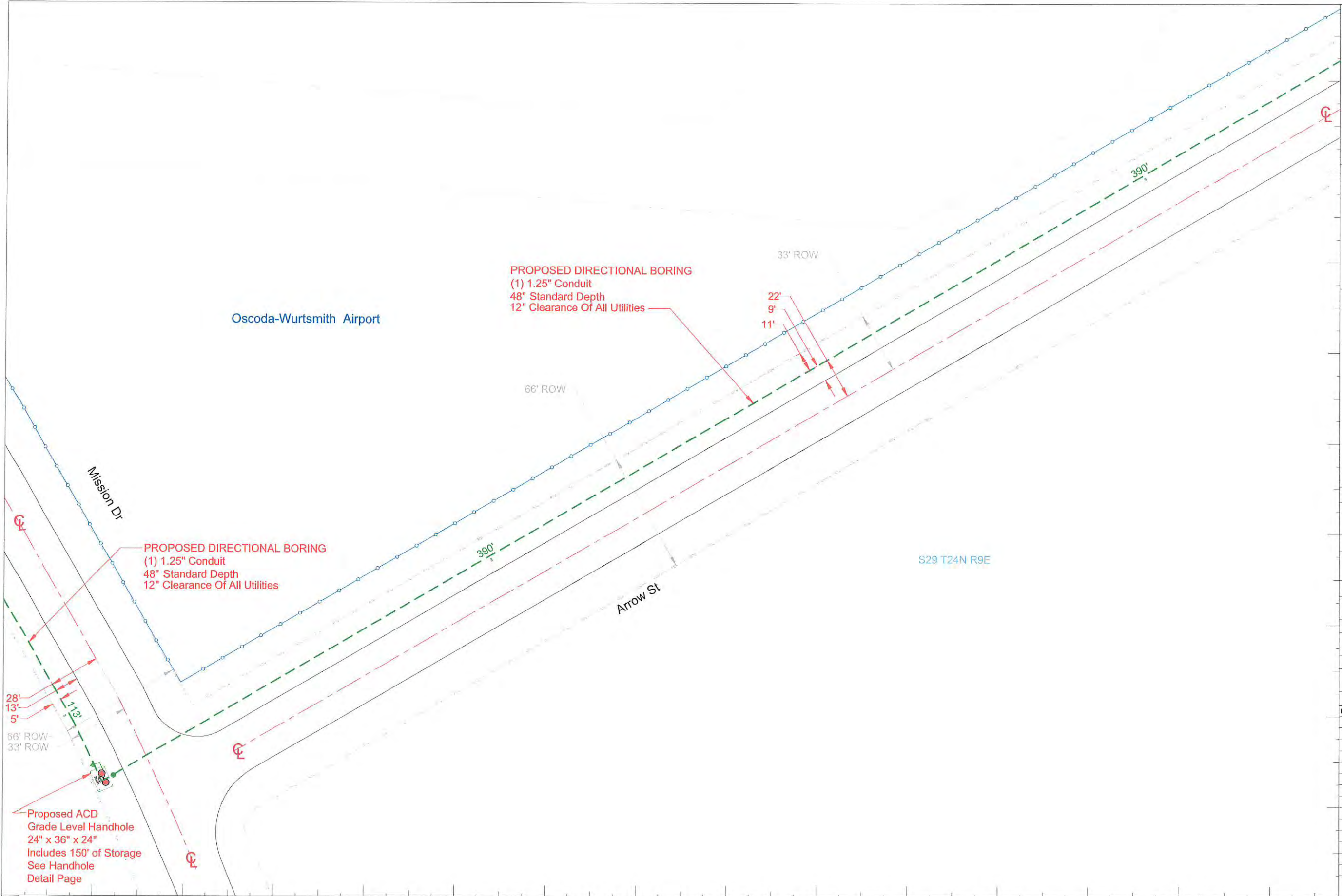
CAD Standard Ver. 72919

Project Manager	
J. BRNAD	
Permitting	
J. BRAND	
Transport Manager	
G. GOULD	
Drawn By	Date
DTW	5-25-21
As Built	Date

Revisions			
REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:				PEACHTREE ID: 33641
SCALE: 1" = 50'		TRS: S29 T24N R9E	S28 T24N R9E	
COUNTY: IOSCO	TOWNSHIP: OSCODA	CITY:	PROJECT ID: LC078376FO33641	CUSTOMER NUMBER: 78376



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Lansing MI 48906

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CAD Standard Ver. 72919

Project Manager

J. BRNAD

Permitting

J. BRAND

Transport Manager

G. GOULD

Drawn By Date

DTW 5-25-21

As Built Date

Revisions

REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:

PEACHTREE ID: 33641

SCALE: 1" = 50'

TRS: S29 T24N R9E

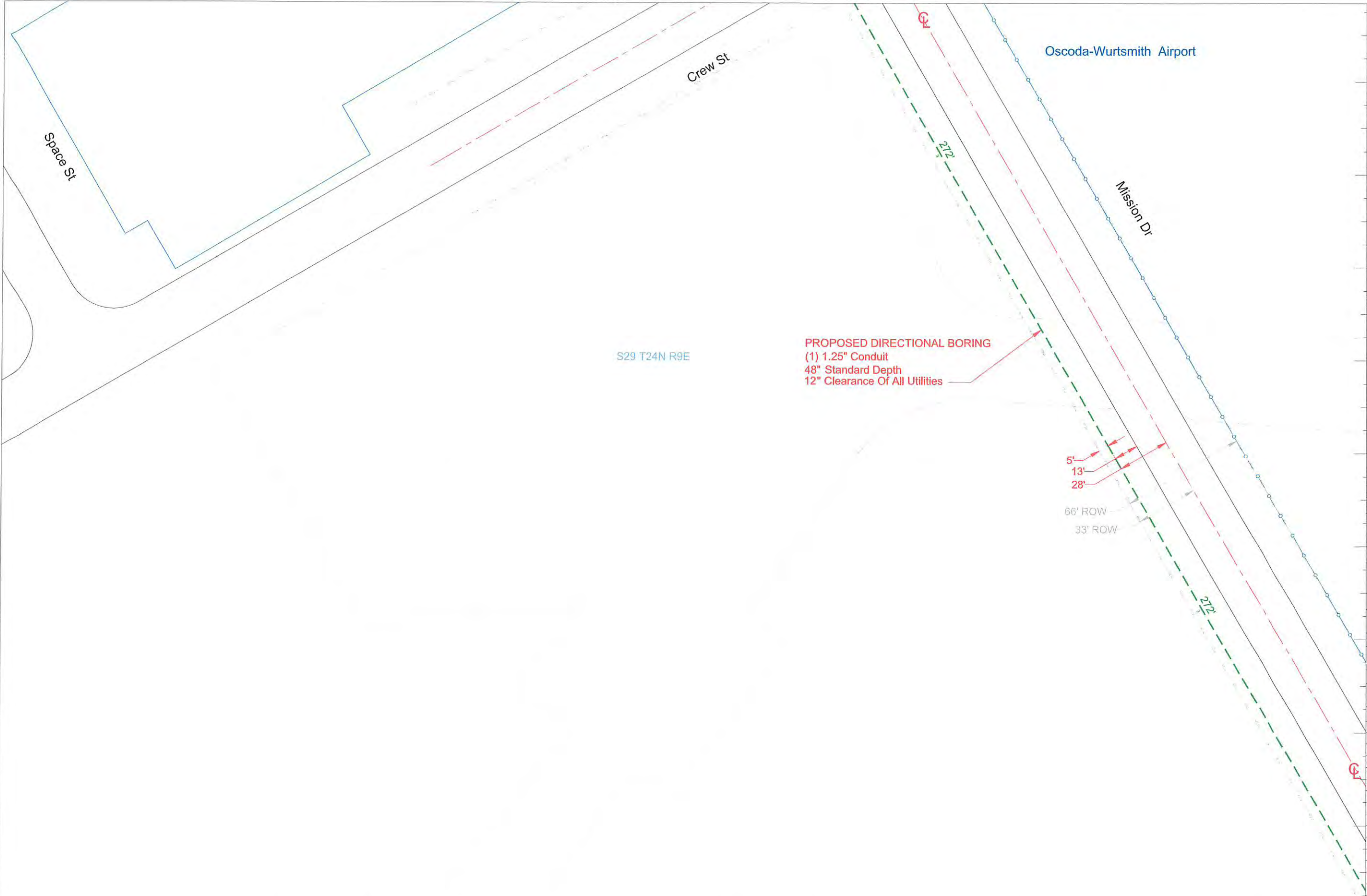
COUNTY: IOSCO

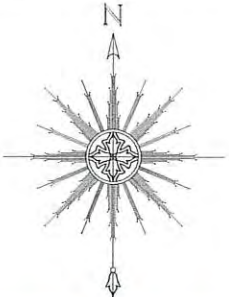
TOWNSHIP: OSCODA

CITY:

PROJECT ID: LC078376FO33641

CUSTOMER NUMBER: 78376





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CAD Standard Ver. 72919

Project Manager

J. BRNAD

Permitting

J. BRAND

Transport Manager

G. GOULD

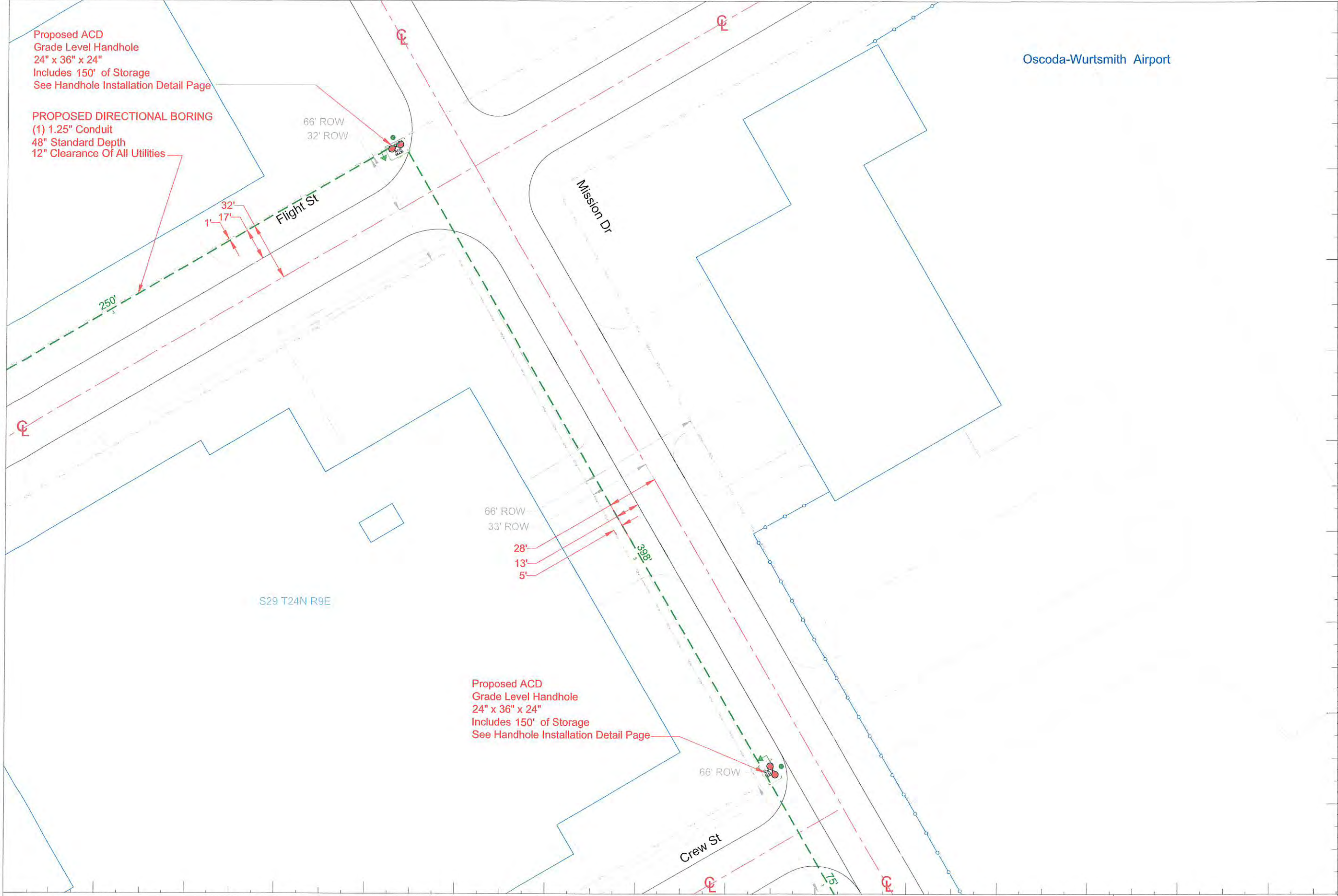
Drawn By	Date
DTW	5-25-21
As Built	Date

Revisions			
REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:		PEACHTREE ID: 33641	
SCALE: 1" = 50'	TRS: S29 T24N R9E		
COUNTY: IOSCO	TOWNSHIP: OSCODA	CITY:	PROJECT ID: LC078376FO33641
		CUSTOMER NUMBER: 78376	

PAGE 6

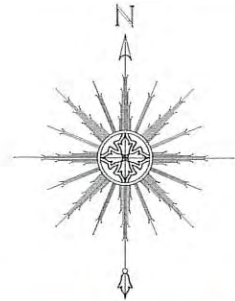


Proposed ACD
Grade Level Handhole
24" x 36" x 24"
Includes 150' of Storage
See Handhole Installation Detail Page

PROPOSED DIRECTIONAL BORING
(1) 1.25" Conduit
48" Standard Depth
12" Clearance Of All Utilities

Proposed ACD
Grade Level Handhole
24" x 36" x 24"
Includes 150' of Storage
See Handhole Installation Detail Page

Oscoda-Wurtsmith Airport



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1800 Grand River Ave
Lansing MI 48906

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CAD Standard Ver. 72919

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REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:

PEACHTREE ID: 33641

SCALE: 1" = 50'

TRS: S29 T24N R9E

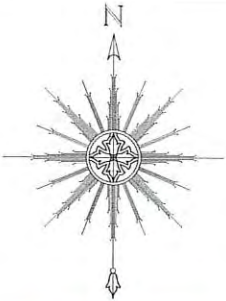
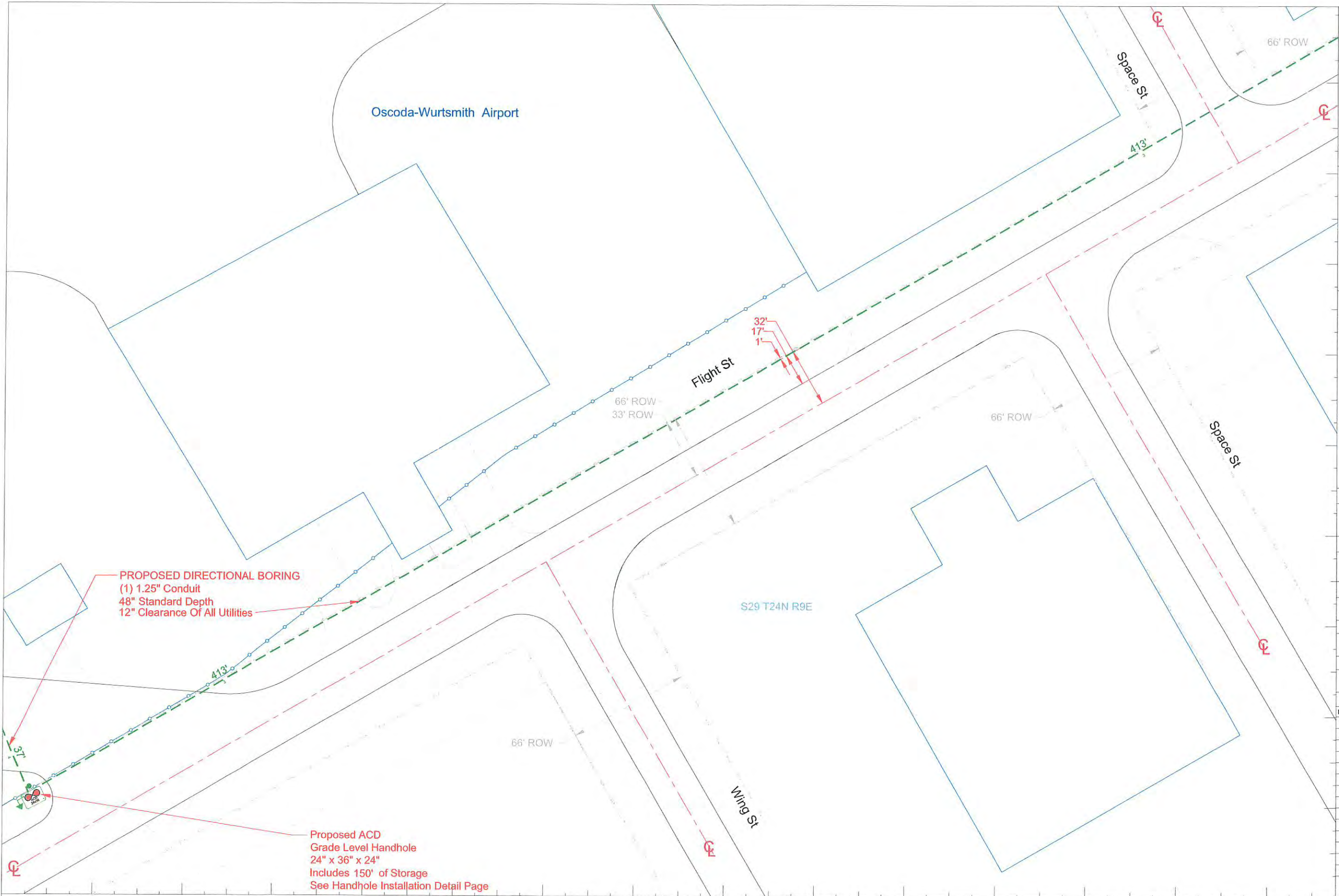
COUNTY: IOSCO

TOWNSHIP: OSCODA

CITY:

PROJECT ID: LC078376FO33641

CUSTOMER NUMBER: 78376



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Revisions

REV #	DESCRIPTION	BY	DATE

Exhibit: N/A

Remarks:

PEACHTREE ID: 33641

SCALE: 1" = 50'

TRS: S29 T24N R9E

COUNTY: IOSCO

TOWNSHIP: OSCODA

CITY:

PROJECT ID: LC078376FO33641

CUSTOMER NUMBER: 78376

Oscoda Charter Township

REQUEST FOR PROPOSALS

110 S. State Street
Oscoda, Michigan, 49093
989-739-3211
www.oscodatownshipmi.gov

DEMOLITION AND SITE CLEAN-UP

_____, Oscoda, MI 48750 (residential)

_____, Oscoda, MI 48750 (commercial)

Key Dates

Request for Proposals Issued _____
Due Date for Proposals _____ @ 11:30 am
Bid Opening..... _____ @ 11:30 am

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PART I - INSTRUCTIONS TO CONTRACTORS

1. PURPOSE OF CONTRACT

Oscoda Charter Township intends to secure the service(s) outlined in this Request for Proposal (RFP) at the lowest price and earliest delivery of service(s). Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

2. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS

Contractors interested in responding to this RFP must follow the bidding process outlined below.

2.1. Proposal and Contract Examination

Any interested Contractor must email (Clerk@oscodatownshipmi.gov), call (989-739-3211), or fax (989-739-3344) Joshua Sutton their contact information in case any changes or additions need to be made to the bid document.

Before submitting a proposal, contractors should carefully examine the entire RFP. By the submission of a proposal, the contractor will be understood to have read and be fully informed as to the contents of this RFP.

Should a Contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP, or be in doubt about their meaning, they should bring such questions to the attention of Joshua Sutton at Oscoda Charter Township Clerk's Office.

2.2. Site Tour & Inquiries

Contractors may view the buildings from public property around the property.

2.3. Bid Submission – due by 11:30 a.m. on _____

Bids shall be submitted in a *sealed envelope*, mailed or delivered to:

Oscoda Charter Township , Clerk
110 S. State Street
Oscoda, Michigan 48750

On the outside of the envelope, each contractor shall indicate their company name as a return address (for identification purposes during bid opening) and the name of the project they are bidding – i.e., "**Demolition and Site Clean-Up**". Please note that it is the sole responsibility of the contractor to ensure that the proposal reaches or is delivered to the Township as specified above by the hour and date due.

2.4. Bid Opening – at 11:30 a.m. on _____

All bids received will be publicly opened at the Oscoda Charter Township Hall, at 110 S. State Street, Oscoda Michigan 48750. Contractors may be present, but attendance is optional. Proposals will be announced and taken into record.

3. PROPOSAL EVALUATION AND CONTRACT AWARD

In evaluating and awarding contracts, the Township follows the process outlined below.

3.1. Proposal Evaluation

Proposals will be evaluated by Township staff, which will make a recommendation to the Oscoda Township Board. The Board will vote and award the contract at a regular Township Board meeting.

3.2. Contract Award

When more than one location is under consideration, the Township may award each location to a different contractor based on price and qualification. Upon award, the Contractor will be contacted to plan and schedule work.

3.3. Rejection of Bids

The Township reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the Township and to waive any informalities or irregularities in the bids. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

4. PRICE QUOTATIONS

The following items should be taken into consideration when making price quotations.

4.1. Taxes

Oscoda Charter Township is exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to the Township or included in the cost proposal.

5. DELIVERY AND/OR COMPLETION

Contractors shall indicate proposed date of service(s) and estimated completion time. These dates may be taken into consideration in making the award.

6. FREEDOM OF INFORMATION ACT

Contractors should be aware that information submitted with a proposal is subject to the Michigan Freedom of Information Act and may not be held in confidence after the proposals are opened. All proposals shall be available for review after Township staff has evaluated them.

7. FURTHER INFORMATION AND CLARIFICATION

Should prospective contractors require further information or clarification, contact Joshua Sutton at Oscoda Township Clerk's Office (p. 989-739-3211).

PART II - SCOPE OF WORK

1. INTRODUCTION

Oscoda Township is seeking quotes for the demolition of a residential building at _____ (residential) and a commercial building at _____. Demolition includes, unless otherwise specified, all accessory buildings (including garages) and other related accessory structures on these properties.

2. SCOPE OF WORK

2.1. Utilities – The Contractor shall disconnect or arrange for the disconnection of all utility

service connections, such as water, gas, storm sewer, sanitary sewer, telephone, alarm systems, intercoms and other utilities which may be connected at one or more places to the structure and appurtenances. The Contractor shall ascertain the location or locations of each and all utilities servicing the buildings on the property, and disconnection shall be in accordance with the regulations of the utility concerned.

2.1.1. The Contractor shall contact the electric company and allow them enough time to disconnect this service.

2.1.2. All storm sewer leads, laterals, and connections shall be disconnected at a point no greater than two feet (2') behind the existing ROW line. The pipes shall be cut clean and capped with a rubber and stainless steel cap as manufactured by Fernco or approved equal. Each connection shall not be covered until approved by the Department of Public Works Foreman or their representative.

2.1.3. The Oscoda Charter Township in conjunction with the Contractor are responsible for disconnecting water and sanitary sewer. Oscoda Charter Township needs a minimum of 7 working days' notice by the Contractor prior to demolition to disconnect water and sanitary sewer. The Contractor shall be responsible for all costs and work to perform the disconnections.

2.1.4. The Contractor shall be responsible for ascertaining the locations of any active utilities traversing the project site and preserve and protect them in operating condition. The Contractor shall protect all utility property including but not limited to, manholes, catch basins, valve boxes, line poles, end poles and wires, pedestals and other appurtenances. The Contractor shall be responsible for the repair of damage to any such utility.

2.1.5. At the completion of the project, the Contractor may be required to prepare and submit a record drawing which delineates the locations of all utilities and (when applicable) how each utility was terminated. This must be completed prior to the Contractor leaving the work site and must be submitted to the Township for review and approval.

2.1.6. All utility services requiring excavation shall be backfilled and compacted to 95% modified proctor density. All sidewalk cuts, curb cuts and pavement cuts shall be clean, square and true, and shall be replaced with materials equal to those removed, or as approved by the Township.

2.2. Demolition – The Contractor shall adequately secure the entire area with pedestrian fence throughout demolition as part of this pay item.

2.2.1. Site demolition shall include complete demolition of the specified site including, but not limited to, the removal of the buildings, all concrete, masonry, wood, glass, plaster, metal, ceramic, roofing, mechanical equipment, and insulation materials. The items and structures will include, but not limited to, buildings, retaining walls, chimneys, wells, cisterns, fuel storage tanks, signs, antennas, all concrete sidewalk removal, all concrete curb removal, bituminous pavement removal, concrete pavement removal, miscellaneous concrete removal, etc.; however, any concrete sidewalk or curb within the right-of-way shall remain in place.

2.2.2. FENCING – please note that fencing at or near the property boundary at _____ shall be removed/remain/does not exist (circle option).

2.2.3. All foundation walls, footings and pipes shall be demolished and removed to 4 feet below finish grade. Demolished foundation walls may be left in the hole, and buried with the remaining foundation at least 4 feet below grade. The contractor is also responsible to break up the foundation/ basement floor for drainage purposes prior to backfilling the area with approved fill.

2.2.4. The Contractor shall remove and dispose of all items remaining in the buildings scheduled for demolition. All items remaining in the buildings will need to be removed as part of this project.

2.2.5. All demolition, removal, and disposal shall be performed by laborers skilled in this type of work, in an orderly, neat and quiet manner so as to cause the least amount of inconvenience, noise, dust, and other objectionable features. All construction materials, debris, rubbish, and waste generated as a result of the demolition work shall be properly removed and disposed of from the site.

2.2.6. The Contractor shall conduct the work to insure the least obstruction to traffic. Any barricades, lights, warning signs and other safety features as required for the protection of the public, adjacent buildings, adjacent property, and as may be required by the State, County, and Township shall be provided by the Contractor.

2.2.7. The Contractor will arrange for removal and disposal in accordance with applicable laws and regulations.

2.3. Asbestos – The Contractor shall remove and dispose any and all asbestos from the demolition site in accordance with all applicable federal and State laws, rules and regulations, including without limitation National Emission Standards for Hazardous Air Pollutants (NESHAP).

2.3.1. Inspection – Each property has been inspected by an accredited Asbestos Inspector, and the following results were found:

Site	Asbestos Found?
	Yes/No
	Yes/No

Inspection Summary Reports for each property are included at the end of this document in the Appendix. Full Inspection Reports for each property can be found online at www.oscodatownshipmi.gov.

2.3.2. Abatement – Michigan Department of Environment, Great Lakes & Energy (EGLE) and Michigan Department of Labor and Economic Opportunity (LEO) must be notified by Form EQP5661/MIOSHA-CSH 142 ten days prior to the start of demolition, *regardless of whether or not asbestos was found*. Friable asbestos or asbestos that may become friable during the demolition process must be removed prior to the start of demolition. A qualified Asbestos Abatement contractor **MUST** be used to remove asbestos containing materials.

Contractor and worker requirements are found in Michigan PA 135 (1986) and 440 (1988) as amended. The regulations found in 40 CFR 61 Subpart M (NESHAP) and MIOSHA regulations Parts 305 and 602 apply during removal of ACM and demolition if ACM are allowed to remain in the facility.

2.3.3. For more information on asbestos, and links to the forms and regulations mentioned above, visit the following web sites:

http://www.michigan.gov/egle/0,9429,7-135-3310_4106-11856--,00.html

http://www.michigan.gov/leo/0,5863,7-336-94422_11407_15333_15369---,00.html

http://www.michigan.gov/documents/dleg/wsh_notification_2009_298733_7.pdf

<https://www.epa.gov/asbestos/information-owners-and-managers-buildings-contain-asbestos>

<https://www.epa.gov/asbestos/asbestos-national-emissions-standard-hazardous-air-pollutants-neshap>

2.4. Permits – Secure all necessary permits, licenses, or certifications. Please note that contractors are responsible for all permit costs.

2.5. Hauling – The disposal of all rubbish and waste material will be made in legally designated disposal areas where such type of disposal is sanctioned. All material which falls under the rules of the Michigan Department of Environment, Great Lakes & Energy shall be disposed of in a licensed landfill of the appropriate type. The Contractor shall be solely responsible for locating and obtaining all such disposal areas including any and all release permits. The Contractor shall obtain and pay for all permits for hauling excavated materials, trash, rubbish,

and waste materials over streets and be responsible for keeping streets clean, free of dirt and debris caused by hauling.

The Contractor shall provide written approval of all material disposal sites from the local unit of government wherein such disposal is being performed. This written approval shall be provided to the Owner prior to beginning any such hauling or disposal.

2.6. General Cleanup Provisions – Before the work will be considered as having been completed, the Contractor shall clean and remove from the project’s adjacent property, adjacent buildings and surrounding streets and alleys, any surplus and discarded materials, debris of any kind, equipment, and temporary structure resulting from this work.

2.7. General Repair: Adjacent Property, Structures, Utilities – In addition to satisfying and complying with all other requirements, conditions, stipulations, and provisions contained elsewhere in the Contract Documents, the Contractor shall, without extra compensation and as incidental to the cost of the demolition, reconstruct all fills, backfills, sidewalks, curbs, utilities, adjacent property, adjacent buildings, streets, alleys, etc. that are displaced, damaged or modified by any reason or cause whatsoever during this contract to an “equal to” or “better than” condition prior to final acceptance by the Owner.

2.8. Backfill Requirements – After the demolition and excavation of rubble from the site, the site shall be backfilled with clean granular Class II. The site shall be compacted to 95% modified proctor density and be grade.

2.9. Finish Site – The finished site will be graded in a manner that prevents ponding or runoff onto neighboring properties, and in a manner that allows for the property to be properly mowed. The site will have adequate topsoil imported and placed, and will be seeded and mulched. *The site will be inspected by Township Staff to ensure these requirements are met, and the Township will only relinquish payment for the work if satisfied. In addition, the Township will withhold 10% of the payment until the seeding has taken hold and the grass is growing sufficiently in order to be certain that the site was finished appropriately.*

2.10. Method of Measurement – Site demolition will be measured as a lump sum for demolishing and clearing the entire site including all other work and items specified herein.

PART III - PROPOSAL AND CONTRACTOR REQUIREMENTS

1. PROPOSAL REQUIREMENTS

General Considerations:

Before submitting a proposal, the contractor should carefully examine the entire RFP and have a full understanding of the contents needed for the proposal. Submission of a response constitutes the contractor's understanding of the contents of this RFP.

2. PROPOSAL CONTENT

A signed letter stating the contractor understands the Township's needs as outlined in Part II – Scope of Work and is committed to performing the requested services.

Proposed Work Plan or Services:

Describe the work plan or services to be provided to address the Township's needs as outlined in PART II – Scope of Work.

3. INVOICING AND PAYMENT TERMS

Invoices:

All invoices must reference property address, itemize services rendered and be sent to:
Oscoda Charter Township
110 S. State Street
Oscoda, Michigan 48750

Payment Terms:

The Township will accept payment terms of Net 30 days, or as negotiated.

4. INSURANCE COVERAGE

The selected contractor must have and maintain the following insurance during the term of the contract. If any listed insurance coverage expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the Township at least ten (10) days prior to the expiration date.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General 9 Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan Coverage, with limits

of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: "Oscoda Charter Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof."

Proof of Insurance Coverage: The Contractor shall provide the Township at the time of award recommendation, the certificates and policies as listed below:

- a.) A copy of Certificate of Insurance for Workers' Compensation Insurance;
- b.) A copy of Certificate of Insurance for Commercial General Liability Insurance;
- c.) A copy of Certificate of Insurance for Vehicle Liability Insurance;

If so requested, Certified Copies of all policies mentioned above will be furnished.

Bid Bond Requirement: Unless otherwise stated in the corresponding bid notification(s), there is a bid bond requirement for this demolition.

- a.) Bid Security: All proposals will be accompanied by a surety (bid bond) drawn in the standard format and amount (5%), pledging that the bidder will enter into a Contract with the Township on the terms stated in the bid, and will furnish bonds covering the faithful performance of the Contract. In lieu of a surety bond from a bonding company, a Certified or Cashier's Check may be used if dated not more than ten (10) days prior to the letting date, with the purpose of that check the same as described above.
- b.) Insurance: Proof of the insurances shall be an award requirement and shall either accompany the bid or be provided within ten (10) days of being notified that the bidder is being considered for award.
- c.) Payment & Performance Bond: The successful Bidder shall, within ten (10) days of being notified he/she is selected, furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources, payable to the township as a guarantee of good faith. If the apparent successful Bidder fails to furnish a bid bond with the bid, or satisfactory proof of insurance and the performance bond within ten (10) days after notice of successful bid, this shall constitute breach of bid guarantee and the Township will pursue award to another bidder.

BID FORM

OSCODA CHARTER TOWNSHIP DEMOLITION AND SITE CLEAN-UP

The undersigned having familiarized themselves with the local conditions affecting the cost of the work and the Contract Documents hereby proposes to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete all work required for the project in accordance with the specifications as prepared by Oscoda Charter Township, Oscoda, Michigan, for, including Addenda No. _____ issued thereto, the following unit prices:

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ TITLE _____

TELEPHONE _____ DATE _____

To acknowledge receipt and review of inspection reports, check this box: ☐

A. _____, Oscoda , Michigan 48750 Lump Sum_____

B. _____, Oscoda, Michigan 48750 Lump Sum_____

APPENDIX – INSPECTION SUMMARY REPORTS



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

June 23, 2021

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

RE: Oscoda Township Phase C Through H Water Main Improvement Projects
Design and Construction Engineering Services

Dear Ms. Kline:

ROWE Professional Services Company is pleased to provide the following proposed scope of services and cost to assist the township with the expansion of the existing water distribution system in response to contamination of groundwater with Per- and Polyfluoroalkyl (PFAS) substances from firefighting training activities on the former Wurtsmith Air Force Base (WAFB). The proposed extension projects Phases A through H were developed based on areas that have been impacted by PFAS contamination and presently get their water from existing private water wells. ROWE has previously completed design engineering services on Phases A, B, G, and the F-41 portion of Phase H.

ROWE is also presently preparing applications for funding through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) State Drinking Water Revolving Fund (DWRF) program and the Consolidation and Contamination Risk Reduction (C2R2) Grant program. In addition, an application for U.S. Department of Agriculture (USDA) Rural Development (RD) funding assistance has been prepared and submitted. The projects were broken down into various sizes and will be grouped together into single projects depending on the level of funding made available over the next few years. The anticipated construction cost for Phases C, D, E, F, and remaining portion of H projects is anticipated to be \$6,800,000.

This proposal is for Phases C, D, E, F, and remaining portion of H and will involve the construction of approximately 18,400 feet of 8-inch and 950 feet of 12-inch water main as described below.

Phase C Project

- 1,960 feet of new 8-inch water main along Lake Road east of N. Huron Road (US-23) to cul-de-sac
- 800 feet of new 8-inch water main along Elk Lane east of N. Huron Road (US-23) to Lake Road

Phase D Project

- 950 feet of new 8-inch water main along Hickory Road from Cedar Lake Road to Interlake Drive
- 950 feet of new 12-inch water main along Interlake Drive from Cedar Lake Road to west side of railroad tracks

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

Corporate: The ROWE Building, 540 S. Saginaw Street, Ste. 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

With Offices In: Farmington Hills, MI • Grayling, MI • Kentwood, MI • Lapeer, MI • Mt. Pleasant, MI • Myrtle Beach, SC

www.rowepsc.com

Ms. Tammy Kline, Interim Superintendent

June 23, 2021

Page 2

Phase E Project

- 2,760 feet of new 8-inch water main along Ridge Road from Norway Street to 450 feet north of Interlake Drive
- 660 feet of new 8-inch water main along Norway Street from N. Huron Road (US-23) to Ridge Road
- 400 feet of new 8-inch water main along Interlake Drive from N. Huron Road (US-23) to Ridge Road

Phase F Project

- Extend Washington Avenue 8-inch water main 370 feet to Fullerton Street
- 200 feet of new 8-inch water main along Fullerton Road from Washington Avenue east end of Fullerton Road

Phase H Project

- 2,000 feet of new 8-inch water main along Colbath Road from F-41 to Mohawk
- 2,000 feet of new 8-inch water main along Colbath Road from Mohawk to Lakeview Drive
- 500 feet of new 8-inch water main along Mohawk Road from Colbath Road to Indian Trail
- 1,250 feet of new 8-inch water main along Chippewa Road from Colbath Road to west end of road
- 2,850 feet of new 8-inch water main along Lakeview Drive from Colbath Road to Colbath Road
- 1,250 feet of new 8-inch water main along Indian Trail from Mohawk Road to Mohawk Road

Our fee for plan design, specifications, and construction engineering services for Phases C through H is **\$621,310** (see attached fee breakdown). This fee includes all work necessary to develop design plans, contract documents for bidding, topographic survey, construction drawings, contract documents, specifications, engineer's cost opinion, bidding process, contract award, and construction administrative services. This fee also includes permit applications for water main construction, work within county state highway right-of-way, and soil erosion control (permit fees to be paid by the township).

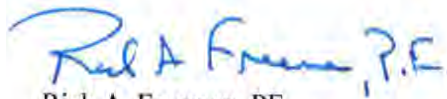
ROWE looks forward to another successful project with the township. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (810) 341-7500.

Sincerely,

ROWE Professional Services Company



Dean A. Oparka, PE
Project Manager



Rick A. Freeman, PE
Principal/Vice-President

Ms. Tammy Kline, Interim Superintendent

June 23, 2021

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Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by:

Signature

Date

Print Name and Title

Attachments

R:\Projects\18C0068\Docs\Proposals\Phase C Thru H Water Mains Proposal\Phase C to H Water Design Engineering Proposal.docx

Robert J. Parks Library
6010 Skeel
Oscoda MI 48750
(989) 739 9581



M E M O

TO: Tammy Klein
FROM: Robin Savage
DATE: June 21st, 2021
RE: Outdoor Drop box System

In 2019, Parks Library was gifted a drop box system from Alpena Community College. Although the drop box is aesthetically pleasing, it is an inside system. This means that it is not built to withstand outdoor elements. The lock freezes in the wintertime, and dumps forward when retrieving books, which end up falling into the snow or rain or other inclement conditions. In addition to these problems, there are "breathing holes" in the frame of the system which allow rain and snow to enter the interior of the drop box, where books are store. This results in damaged books. Once books enter the library as damaged, the patrons are charged for whatever damage has occurred. My concern is that there is no way of telling if the damage was caused before or after the books have been placed in the drop box. Nonetheless, district protocol states that when books come in damaged, the patron will be charged for the damage. As you can see, obtaining an outdoor drop box with weather safe features would ensure the safety and condition of the books inside. After retrieving three quotes, it was determined to go with the DEMCO system, which is both affordable and of premium quality. Parks Library has a \$3,200.00 grant that can be used toward the purchase of the drop box system, but in order to utilize the grant, we will need to submit a copy of the invoice (not a bid) to collect full reimbursement. Attached you will find the estimate for the drop box unit, which includes shipping for a total of \$5,699.40.

Thank you,

Robin G. Savage, M.Ed, RBT, QIDP
Director, Robert J. Parks Library



P.O. Box 7488
Madison, WI 53707-7488
PH 800-356-1200 FAX 800-245-1329

QUOTATION

Reference: G1168054
Contract/Bid ID: CTL003
Today: 6/17/21
Quote Expiration Date: 7/17/21

NAME: Robert J Parks Library
CONTACT: ROBIN SAVAGE
PHONE: 989-739-9581
EMAIL: oscodabranch@vlc.mi.us

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
------	-----	---------	---------------------	-------------------------	------------	----------	-----------

1	1	W13657680	Kingsley 50 C-Series Outdoor System 53-1/4"Hx30"Wx43-1/8"D	Paint Color Blue	5,099.99	6%	4,794.00
PLEASE NOTE: This item may not be returned unless damaged or defective.							

Order Subtotal	4,794.00
*Shipping/Processing	582.79
Sales Tax	322.61
Grand Total	5,699.40

*Delivery Provisions: This quote has been specifically prepared to deliver with:
Tailgate Delivery : 512.79
Call Ahead - Delivery App: 0.00
Power Lift Gate : 70.00

Order Provisions: Please note the attached freight terms.

BILL TO:

Robert J Parks Library
6010 N Skeel St
Oscoda MI 48750

SHIP TO:

Robin Savage
Robert J Parks Library
6010 N Skeel Ave
Oscoda MI 48750-1577

CONTACT:

ROBIN SAVAGE
ROBERT J PARKS LIBRARY
6010 N SKEEL AVE
OSCODA MI 48750-1577



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 2021-19
CHARTER TOWNSHIP OF OSCODA
IOSCO COUNTY
OSCODA, MICHIGAN 48750

Resolution Replacing the Authorized Representative for Grant Applications, Agreements, and Grant Reporting

Whereas Oscoda Charter Township desires to designate an authorized representative for all grant applications, agreements, and grant reporting;

And Whereas, Oscoda Charter Township desires to designate the Superintendent as the authorized representative;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Interim Township Superintendent, a position currently held by Tamara Kline, shall be designated as the authorized representative for Oscoda Charter Township to sign on behalf of the Township all grant applications, agreements, and grant reporting.

Minutes of the regular meeting of the Oscoda Charter Township Board, County of Iosco, State of Michigan, held on June 28, 2021.

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____.

YEAS:

NAYS: _____

The Supervisor declared the resolution adopted.

Dated:

By: Ann Richards
Its: Supervisor

Dated:

By: Joshua Sutton
Its: Clerk



Resolution Number 2021-20 CIVIL INFRACTION OFFICER

Whereas, the Charter Township of Oscoda Board of Trustees has previously adopted several resolutions which provide for appointment of named individuals as Civil Infraction and Deputy Civil Infraction Enforcement Officers; and

Whereas, the Charter Township of Oscoda has recently authorized the employment of Nichole Vallette as Planning and Zoning Director; and

Whereas, the Planning and Zoning Director job description provides that the primary responsibility of the position is enforcement of the Township Code & Ordinance:

Now, therefore be it resolved, that the Charter Township of Oscoda Board of Trustees does hereby appoint Nichole Vallette to serve as a Charter Township of Oscoda Civil Infraction Enforcement Officer.

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



QUOTE

COMPANY ADDRESS: 2322 Cass Road
Traverse City, MI 49684
CREATED DATE: 03/12/21
EXPIRATION DATE: 04/11/21
PREPARED BY: Aubrey Ekblad
PHONE: (231) 346-8689
EMAIL: aekblad@britteninc.com
BILL TO: Oscoda Township

QUOTE NUMBER: 00058445

TERMS OF PAYMENT:

CONTACT NAME: Ryan Madis
PHONE: (989) 739-6999
EMAIL: rmadis@oscodatownshipmi.gov

,
United States

QUOTE SUMMARY

ITEM NAME	PRODUCT DESCRIPTION	UNIT PRICE	QUANTIT Y	TOTAL PRICE
8x16 Ovio Frame	Silver- NOT PAINTED	\$1,200.00	1	\$1,200.00
8X8 Ovio Frame	Silver- NOT PAINTED	\$800.00	1	\$800.00
8x8 Print	18oz Block Out Double Sided Vinyl (DSBO) Single Sided, Size: 96" x 96", Fabrication: #4 Grommet (Ovio) Ovio Placement	\$275.00	1	\$275.00

Britten intends this quote to be an offer. Your acceptance of the quote, whether by written or verbal authorization to start work, agreeing to make payment, making payment, or by otherwise manifesting your assent, creates a contract between you and Britten. The complete terms and conditions of this contract between you and Britten (the "Agreement") can be found at our website, at <http://www.britteninc.com/terms/>. By accepting this quote, you acknowledge that you have read the Agreement and agree to be bound by its terms.

This quote does not include any applicable taxes or shipping, unless noted in the quote above. Purchase Order Numbers are preferred with all orders. Quotation is valid for 30 days or date specified in quote detail. Thank you again for the opportunity!

2322 CASS ROAD | TRAVERSE CITY, MI 49684 | USA

BRITTENINC.COM
INFO@BRITTENINC.COM
231-941-8200



QUOTE

8X16 Print	18oz Block Out Double Sided Vinyl (DSBO) Single Sided, Size: 96" x 192", Fabrication: #4 Grommet (Ovio) Ovio Placement	\$350.00	1	\$350.00
8x12 Ovio Frame	Silver- NOT PAINTED	\$1,000.00	1	\$1,000.00
8X12 Print	18oz Block Out Double Sided Vinyl (DSBO) Single Sided, Size: 96" x 144", Fabrication: #4 Grommet (Ovio) Ovio Placement	\$320.00	1	\$320.00

SUBTOTAL:	\$3,945.00
SHIPPING ESTIMATE:	\$350.00
GRAND TOTAL:	\$4,295.00

Britten intends this quote to be an offer. Your acceptance of the quote, whether by written or verbal authorization to start work, agreeing to make payment, making payment, or by otherwise manifesting your assent, creates a contract between you and Britten. The complete terms and conditions of this contract between you and Britten (the "Agreement") can be found at our website, at <http://www.britteninc.com/terms/>. By accepting this quote, you acknowledge that you have read the Agreement and agree to be bound by its terms.

This quote does not include any applicable taxes or shipping, unless noted in the quote above. Purchase Order Numbers are preferred with all orders. Quotation is valid for 30 days or date specified in quote detail. Thank you again for the opportunity!

2322 CASS ROAD | TRAVERSE CITY, MI 49684 | USA

BRITTENINC.COM
INFO@BRITTENINC.COM
231-941-8200

Dt Artwork
Drew Tice
989-254-9704
DticeArt@gmail.com

To The Moon and Back

Mural proposal

Location: Building located at 119 S State street in downtown Oscoda. On side of building facing ally way and parking area. Visible from East River Rd. and Alpena Alcona Area Cu parking lot.

Proposal 1: Moon and Sky

Start date: Any time after May 1st or when temps can stay consistently above 55 degrees F

- **Cost:** advanced mural range: \$23 per sq ft x (30x20 approx.) = \$13,800 (sketch fee of \$150 included)
- **Estimated completion time:** 128 hours (16 days @ 8hrs a day) if no weather issues arise
- **Description:** Detailed stary night background. Defined stars with glowing effect randomly scattered through mural with a minimum of 12 stars of various sizes. Detailed large moon in upper left corner touching 2 corners of the building with glowing effect. Client wishes to include business logo of rocket ship with heart trail wrapping around moon and fading in to the background. Emphasis will be on background and moon detail.
- **Colors (included in cost):** Client stated that building color will be dark blue. Minimum Outdoor specific paint: Violet, Purple, Light blue, White, Yellow, Orange, Red, Gray, Dark Gray and various spray paints
- **Estimated materials (included in cost):** Drop cloths, paintbrushes, rollers, trays, plastic, stir sticks, ladder, clean up rags, buckets, water.
- **Possible bonus materials needed:** Scaffolding and/or shade tent, Paint gun.

Proposal 2: Star Garlands

Start date: Any time after May 1st or when temps can stay consistently above 55 degrees F

- **Cost:** advanced mural range: \$23 per sq ft x (30x20 approx.) = \$13,800 (sketch fee of \$150 included)
- **Estimated completion time:** 128 hours (16 days @ 8 hrs a day) if no weather issues arise
- **Description:** Starry night background with minimal detail. Various Stars of different colors clustered at top of image overlapping one another, dispersing and becoming smaller as you go down the image towards the bottom. Stars, crescent moons, and beads follow a string like pattern as they disperse to give the impression they are hung on the side of building. Some larger stars/ crescent moons will have patterns. Client wishes to include business logo of rocket ships with heart trail weaving their way through the hanging stars. Emphasis will be on population of image (large number of defined stars and moons) and star/moon detail work.
- **Colors (included in cost):** Client states that building color will be dark blue. Minimum Outdoor specific paint: Violet, Purple, White, Light Gray, Yellow, Dark Yellow, Orange, Dark Orange, Red and various spray paints.
- **Estimated materials (included in cost):** Drop cloths, paintbrushes, rollers, trays, plastic, stir sticks, ladder, clean up rags, buckets, water.
- **Possible bonus materials needed:** Scaffolding and/or shade tent, Paint gun

Note: These proposals and estimated costs were calculated after speaking with the client on what they wish to have for their mural and in line with the level of detail work they expressed wanting. Client has stated that the mural area will be prepped before painting begins by someone other than myself (Drew E Tice) therefore building prep cost has not been included in these quotes. After surveying mural area client has been advised of what prep work is needed before painting of mural can begin including: removal of loose/peeling paint, masonry primer, and building exterior color. Both Proposal images are subject to slight changes per the clients requests but overall theme of image picked for final draft will not change and price will not increase from estimated cost given above.







ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

June 17, 2021

Mr. Todd Dickerson, Economic Improvement Director
Oscoda Township
110 State Street
Oscoda Township, MI 48750

RE: Furtaw Field Concept Illustrations
Schematic Design Services

Dear Mr. Dickerson:

ROWE Professional Services Company appreciates the opportunity to continue providing our assistance for the development of the above referenced project. At your request, we have identified the following scope for providing illustrative options for mixed use development at the current Furtaw Field park location.

ROWE will coordinate architectural concept input and perspective illustration support from WTA Architects, estimated at 70 hours.

Scope of Services:

1. Meet via conference call with EIC staff to discuss development examples and program elements to be included in concepts.
2. Prepare up to three (3) site plan concepts using aerial images as a base map.
3. Review concepts via conference call with EIC staff and revise concepts.
4. Prepare color rendered site plans and one (1) each street view perspective illustration for each concept (see examples). Reference images will also be provided.
5. Deliverables will include pdf images. Laminated color mounted 24 x 36 illustration boards can be provided as indicated.



Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

Corporate: The ROWE Building, 540 S. Saginaw Street, Suite 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

With Offices In: Farmington Hills, MI • Grayling, MI • Kentwood, MI • Lapeer, MI • Mt. Pleasant, MI • Myrtle Beach, SC

www.rowepsc.com

Mr. Todd Dickerson, Economic Improvement Director

June 17, 2021

Page 2

ROWE can complete these services on a time and materials basis not to exceed fees as follows:

Site concepts	\$3,000
Architectural	\$6,100
(3) 24 x 36 board	\$ 300
Total	\$9,400

We can complete this work within four (4) weeks of notice to proceed. Work does not include survey, engineering, cost opinions or grant applications.

We look forward to continuing our work with you on this exciting project.

Please contact us at (810) 341-7500 if you have any questions or require additional information.

Sincerely,

ROWE Professional Services Company

Doug Schultz
Digitally signed by Doug Schultz
DN: C=US,
E=dschultz@rowepsc.com, CN=Doug
Schultz
Date: 2021.06.17 14:43:46-04'00'

Douglas R. Schultz, PLA

Director of Landscape Architecture

Attachment

Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by:

Signature

Date

Print Name and Title

TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by Contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days' written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

All documents prepared by the Engineer in completing this work are considered the Engineer's property as instruments of service and are not intended for re-use by the Owner or others.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any Contractors on the project to \$9,400 or the Engineer's fee, whichever is greater.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

From: Bill Hamlin <dpw@oscodatownshipmi.gov>
Sent: Friday, June 25, 2021 9:27 AM
To: Tammy Kline <admin@oscodatownshipmi.gov>
Subject: FW: Maintenance 1 position

Tammy, I was working with Mitch on hiring Alan Campbell for a maintenance 1 position for the dpw. I don't know where this was left at but the last thing Mitch and I talked about was where the starting wage should start. My thought would be \$15.31 or more based on Alan having worked here for 4 years now, also on how hard he works. \$15.31 is the starting point for maintenance 1 and he has pretty much been doing the job for 3 years now so I would think he should be credited for some of his past 3 years. Let me know what you think and where we are at with this. I'd hate to lose a great employee like Al.



Dear Township Board:

The Michigan Townships Association is again encouraging every township board to deliberate on and adopt the enclosed Principles of Governance. MTA members throughout the state have enthusiastically embraced these Principles as their own code of conduct, and the MTA Board urges you to reaffirm, or adopt for the first time, these Principles of Governance as an official policy of your township board.

Our objective in promulgating Principles of Governance for our members is straightforward: Township boards can be much more efficient and effective when there is a high degree of trust among board members, and between the board and those whom they are elected to serve. Township boards earn trust by demonstrating their commitment to effectively solving problems and conducting their business in a manner consistent with their community's expectations and values—and then faithfully delivering on those commitments.

The MTA Board of Directors affirms in our mission and values statements that township government embodies efficient, effective, economical, ethical and accountable local government in Michigan. The Principles of Governance embody these core values, and can guide board members toward consistent actions and deeds that reflect well on the township and on themselves. The MTA Board strongly believes that a township board that publicly adopts and adheres to these Principles will enjoy strong public support and be better positioned to achieve great things on behalf of its residents.

As a key part of our collective commitment to fostering efficient and effective township government that has earned the public's trust, the MTA Board invites your board to affirm and practice the enclosed Principles of Governance through formal ratification at a board meeting. By signing this certificate, board members denote their personal pledges to adhere to the Principles. Following board action, we encourage you to frame and proudly post the document in a prominent place for all to see.

Sincerely,

A handwritten signature in blue ink that reads "Pete Kleiman".

Pete Kleiman
2021 MTA President

A handwritten signature in blue ink that reads "Neil Sheridan".

Neil Sheridan
MTA Executive Director

Oscoda Charter Township

Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations and constituent services as we commit to safeguard our community's health, safety and general welfare.

We pledge to:

- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor and dignity to our public offices through collegial board deliberations, and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government and freedom

These principles we pledge to our township, our state, and our country.

Ann Richards, Supervisor

William Palmer, Trustee

Joshua Sutton, Clerk

Steve Wusterbarth, Trustee

Jaimie McGuire, Treasurer

Timothy Cummings, Trustee

Jeremy Spencer, Trustee

Date





Marc Bridson

3911 Saginaw St

National City, MI. 48748

June 18, 2021

Mark David

Chief of Police

Oscoda/Au Sable Township Police Department

110 S. State St.

Oscoda MI. 48750

Chief David:

I would like to take this time to thank you for the opportunity to work for your Fine Department as Code Compliance Officer. It was an honor to work for such a fine department. I regret to inform you that I will be leaving my position as Code Compliance Officer. I will be leaving my employment with the Township of Oscoda on July 2, 2021. I feel with my deteriorating health issues I can no longer perform my duties as they need to be carried out.

If I can help in any way with the transition to my replacement, I would be more than happy to assist in anyway. Again, thank you for this opportunity.

Respectfully Yours,

Marc Bridson

Oscoda Township Code Compliance Officer

HELP WANTED
CODE COMPLIANCE OFFICER

Oscoda Township is seeking applications for a part time Code Compliance Officer. Responsibilities include enforcement of Township codes and ordinances with emphasis on blight and property maintenance violations. Good interpersonal and administrative skills as well as law/code compliance experience are desired. Starting wage is \$16.90 per hour with twenty-five hours of work per week anticipated. Applications are available at the Oscoda Township Hall. Applications and/or resumes should be submitted to: Mark David, Chief of Police, Oscoda Township Hall, 110 S. State St., Oscoda, MI 48750 or to admin@oscodatownshipmi.gov. Applications are also available on our website, www.oscodatownshipmi.gov . Position remains open until filled.
EOE

INTEROFFICE MEMORANDUM

TO: TAMMY KLINE, INTERIM SUPERINTENDENT

FROM: JAIMIE MCGUIRE, TREASURER

SUBJECT: PART TIME TREASURER ASSISTANT

DATE: 23 JUNE 2021

CC:

Attached you will find application for employment from Parker Cleary. Starting pay as outlined from our Clerk would be \$12.20. Although Parker may not be able to work as many hours as we anticipate this fall we are hopeful to work it out as he is available to start immediately if approved.

I am requesting that the board approve Parker Cleary for the seasonal part time position in the treasurers office.

OSCODA TOWNSHIP

APPLICATION FOR EMPLOYMENT

To the Applicant: We appreciate your interest in Oscoda Township and assure you that we are interested in your qualifications. A clear understanding of your background and work history will aid us in seeking to place you in a position, which, in our judgment, best meets your qualifications. We are an equal opportunity employer and shall consider qualified applicants for all positions without regard to race, color, handicap, sex, religion, national origin, age, marital or veteran status.

PERSONAL

Name Parker James Cleary Date of Application 5/24/2021Address [REDACTED] Telephone Number [REDACTED]City Oscoda State MI Zip 48750Are you 18 years or older? Yes ☒ No ☐Are you authorized to work in the United States? Yes ☒ No ☐Have you been previously employed here? Yes ☐ No ☒ If yes, date(s) _____

Supervisor's Name _____

Have you filed an application before? Yes ☐ No ☒ If yes, date(s) _____List any friends or relatives working here: Cathy Wusterbarth, Steve Wusterbarth,
Jane Hackborn, Jamie McGuire

EMPLOYMENT DESIRED

Position(s) applied for Part time clericalKind of work sought: Full Time ☐ Part Time ☒ Other ☐If part-time, please specify hours and days desired Weekdays, Open hoursSalary Desired Open Date available to work June 18th, 2021

MILITARY SERVICE RECORD

Have you had any experience in the armed Forces of the United States or in a State National Guard?
Yes ☐ No ☒

If yes, what branch? _____ Rank at discharge _____ Date of discharge _____

Are you in the reserves? Yes ☐ No ☒ If yes, date obligation ends _____

Special/technical training _____

REFERENCES (Do not include relatives or former employers)

	Name	Address	Phone Number	Years Acquainted
1	Kari Wainwright	[REDACTED]	[REDACTED]	18
2	Jennifer McDougall			1
3	Bao Bates			10

CRIMINAL RECORD

Have you been convicted of or have pleaded "no contest", "nolo contendere" or "guilty" to a crime (a felony or a misdemeanor) that has not been judicially ordered sealed or expunged or statutorily eradicated (You may exclude minor traffic offenses, such as, for example, traffic tickets)?

Yes ☐ No ☒

If yes, state: where, when and nature of offense, location of court and sentence: _____

A conviction will not automatically bar you from employment. Each conviction will be evaluated on its own merits with respect to the offense, the date of the conviction, and the sentence imposed. All circumstances will be considered, including your age at the time of the offense, the date of the offense, the seriousness of the offense, and the job for which you are applying.

Are there any felony charges currently pending against you? Yes ☐ No ☒

If yes, state: where, nature of pending charges, and location of court. _____

LICENSES AND CERTIFICATIONS

Applicants should complete this section concerning driver's licenses only if driving is a job duty of the position for which the applicant has applied.

Do you have a valid driver's license? Yes ☒ No ☐ State: Michigan
License Number: [REDACTED]

Do you have any other licenses or certifications that are related to the position for which you have applied? Yes ☐ No ☒

If yes, list certificates and licenses: _____

PROFESSIONAL ORGANIZATIONS

List professional, trade, business or civic activities and offices held excluding groups the name or character of which indicate race, color, religion, sex national origin, handicap, marital or veterans status.

State any additional information that you feel may be helpful to us in considering your application
Proficient in technology, organized, reliable, punctual,
experienced in customer service

EMPLOYMENT EXPERIENCE (List current or most recent job first)

Employer	miCTV	Dates		Work Performed
Address	Oscoda, MI	From	To	Running cameras for broadcasts.
Job Title	Camera Operator	Jan. 2020	Nov. 2020	Organizing and cleaning equipment.
Supervisor	Eric Joseph	Hourly Rate/Salary		Moving and assembling equipment.
Reason for Leaving	COVID-19	From	To	Following directions as given.
			\$15.00	
Employer	Kmart	Dates		Work Performed
Address	[REDACTED]	From	To	Ring up customers
Job Title	Cashier	June 2019	Jan 2020	Assisting customers
Supervisor	Vicky Evans	Hourly Rate/Salary		Operating a cash register
Reason for Leaving	Closing Location	From	To	Cleaning up after hours
			\$9.45	
Employer	Sunrise Realty	Dates		Work Performed
Address	[REDACTED]	From	To	Maintaining office cleanliness
Job Title	Office Cleaner	June 2017	Sept. 2017	Meeting work order deadlines
Supervisor	Imse Dckey	Hourly Rate/Salary		
Reason for Leaving	New school year	From	To	
			\$10.00	
Employer		Dates		Work Performed
Address		From	To	
Job Title		Hourly Rate/Salary		
Supervisor		From	To	
Reason for Leaving				

EDUCATION

	Name/Location	Years	Diploma	Courses of Study
Elementary	Richardson Elementary School	6		
High School	Oscoda Area High School	4	Yes	
College				
Graduate				
Vocation/Training				

Other educational training: _____

AUTHORIZATION AND UNDERSTANDING:

Accuracy of Statements

Release of Prior Personnel Records

By signing this application, I agree that all of the information now or later given by me in support of my application for employment is true and complete. I give you my permission to verify any of the information concerning my employment, education, credit or medical history with the appropriate individuals, organizations, or governmental agencies. I give these individuals, organizations, or governmental agencies my permission to release any information that you need, including my previous disciplinary record, without requiring them to contact me or give me written notice before revealing the information to you. By signing this application, I release you and them from any liability whatsoever arising out of any information request or disclosure. I agree that any false information in support of my application may subject me to discharge at any time during my employment.

AT-Will Employment Status

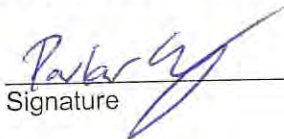
I AGREE THAT EITHER PARTY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP, WITH OR WITHOUT CAUSE, AT ANY TIME, FOR ANY REASON, AND I FURTHER AGREE THAT THIS ARRANGEMENT MAY ONLY BE CHANGED BY THE BOARD OF TRUSTEES AT A REGULAR SCHEDULED BOARD MEETING. I agree that I shall be bound by the other rules, policies, regulations, and terms and conditions of employment of the Township as they are from time to time changed and that no additional obligations can be imposed by me on the Township except those which have been acknowledged, in writing, by the Township Supervisor or his designated representative. I further agree that my employment is conditional upon satisfactory completion of documentation as required by the Immigration Reform and control Act of 1986 and until such time as the results of my pre-employment physical (if such physical is required) are known.

Disability Accommodation Request

I understand that Michigan law requires employers to make accommodations to disabled applicants and employees where the accommodation does not impose an undue hardship on the employer. I further understand disabled employees and applicants may request an accommodation of their disability by notifying the Township in writing of the need for accommodation within 182 days of the date the disabled person knows or should know that an accommodation is needed. Failure to properly notify the Township will preclude any claim that the Township failed to accommodate the disabled person. There is no such requirement under federal law.

Waiver Regarding Statute of Limitations

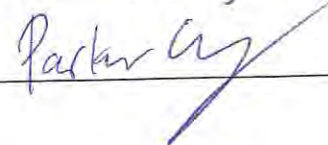
I acknowledge and agree that I will not file and am forever barred from bringing any claim, lawsuit or other action against the township, its agents, employees and elected officials, which in any way relates to my application for employment, employment and/or termination of my employment, more than six (6) months after the date of the event giving rise to said claim, lawsuit or other action, unless applicable law provides for a shorter limitations period and in that case the shorter limitations period provided by law shall control. I acknowledge that the statute of limitations for some claims may be longer than six (6) months and I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.


Signature

5/24/2021
Date

I give permission to Oscoda Township to check my driving record for the purpose of employment with the Township

Name Parker Cleary

Signature 

CHARTER TOWNSHIP OF
OSCODA

Zoning Department

Memo

To: **Board of Trustees**

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

Date: June 23, 2021

Re: Tablet Purchase

The Planning Commission is requesting to purchase seven tablets along with seven keyboards and cases. The reason for this request is we feel it will be more cost effective for the Planning Commission to access their meeting packets on the tablet rather than printing out packets every month, some of which can be quite large. Attached is a quote for the tablets and cases.

Thank you for your consideration is this request.

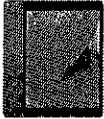

Nichole Vallette

Your Cart

[Update](#)[Send Cart](#)[Checkout](#)

Part Number

[Add](#)[Remove All x](#)

Item Picture	Description	Quantity	Total Quantity	Unit Price	Total Price
	<p>Personalized 10.2-inch iPad Wi-Fi 32GB - Space Gray ↗</p> <p>PYL92LL/A ↗ Engrave > Remove Item x</p> <p>Estimated Shipping: 3–4 weeks</p> <p>Engrave Text : Property of Charter Township of Oscoda</p> <p>● Please note: The text you entered will be engraved on each unit ordered on this line.</p> <p> 2-Year AppleCare+ for iPad / iPad mini ↗</p> <p>S6531LL/A</p> <p><input type="checkbox"/> I want to include this AppleCare product. (Check this box and press "Update" to have contract pricing reflected in the cart.) Applicable terms and conditions can be viewed by clicking the AppleCare product link above</p>	Quantity 7	7	299.00 USD	2,093.00 USD

* All orders placed on the Apple store for STATE & LOCAL GOVERNMENT will be reviewed for tax-exempt status

State
MichiganZip Code
48750

Subtotal :	2,093.00 USD
Estimated Tax :	0.00 USD
Total :	2,093.00 USD

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3 VIDEOS




Roll over image to zoom in

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Visit the Logitech Store

1,131 ratings

| 95 answered questions

Amazon's Choice  for "logitech combo touch"List Price: ~~\$149.99~~ Details

Price: \$119.02 & FREE Returns

You Save: \$30.97 (21%)

Available at a lower price from other sellers that may not offer free Prime shipping.

Extra Savings

10% off with promo code GETBACK...

1 Applicable Promotion

Compatible Apple iPad
Devices**Brand** Logitech**Connectivity** Wireless
Technology**Material** Plastic**Item** 0.89 x 7.68 x 10.12 inches**Dimensions****LxWxH**

About this item

- **COMPATIBILITY** - iPad 7th and 8th Generation
- **PRECISION TRACKPAD** - Use familiar multi-gesture controls to navigate iPad in a whole new way. Edit documents, navigate apps, and build presentations with unparalleled speed, precision, and accuracy.
- **WELL-SPACED BACKLIT KEYS** - Type away comfortably and accurately using a familiar laptop-like keyboard. With a full row of iOS shortcut keys and well-spaced backlit keys, you can optimize your productivity anywhere, day or night.
- **POWER AND PAIR IN ONE CLICK** - The keyboard and trackpad easily connect to your iPad in just one click using the Smart Connector.

Share

Buy new: \$119.02

& FREE Returns

FREE delivery: **Monday, June 28** DetailsFastest delivery: **Friday, June 25** Details


Deliver to Oscoda - Oscoda 48750

In Stock.

Qty:

Buying in bulk?

Add to Cart

 Secure transactionShips from Amazon.com
Sold by Amazon.com

Add a Protection Plan:

☐ 4-Year Protection for \$24.99☐ 3-Year Protection for \$19.99☐ Add a gift receipt for easy returns**Save with Used - Like New**
\$99.99FREE delivery: **Monday, June 28**

Ships from: Amazon

Sold by: The Deal Source

Add to List

New & Used (31) from
\$99.99 & **FREE Shipping**.

Other Sellers on Amazon

\$118.00
& **FREE Shipping** on eligible orders

Details

Sold by: Olive Branch Enterprises

\$833.14

\$2093.00

\$2,926.14



Oscoda Township

Policy on Appointments to Boards and Commissions

Purpose:

To establish an open and consistent process for application, consideration and appointments to boards, commissions and committees (hereinafter referred to as “Boards”) of Oscoda Township.

Background:

Membership

- ✓ Public Act 359 of 1947 outlines the charter township form of government, approved in Oscoda Township in 1970.
- ✓ Various state laws prescribe membership and authority of some boards.
 - The Planning Act (MCL 125.2801) establishes the Planning Commission and Zoning Board of Appeals
 - The Charter Township Act (XXX) establishes the Board of Review
 - The Economic Improvement Committee was established by Oscoda Township Resolution 2019-20
- ✓ Township Commission resolutions outline some membership requirements.
- ✓ Certain intergovernmental contracts of the township outline membership requirements.

Process

- ✓ The Township uses a variety of appointment methods, depending on the board, commission, or committee.
- ✓ In all cases, the Township Board of Trustees retains full authority for appointments.
- ✓ The Township has a Board of Review, Economic Improvement Committee, Planning Commission, and Zoning Board of Appeals. Each has a unique purpose, membership numbers, membership requirements, terms, and meeting schedule. A roster of all Boards is maintained by the Township Superintendent’s office and is available on the Township website.

General Guidelines/Principles:

- ✓ The Township is best served if membership of each board is fulfilled by a well-rounded group of individuals who may offer differing perspectives and viewpoints, and who are representative of the Township at large.
- ✓ While some board positions are paid with a stipend, Oscoda Township is dependent on volunteers to fill the positions on Boards and Committees.
- ✓ Some boards have specific membership requirements as outlined in Township ordinances or

state laws which must be followed.

- ✓ Some Boards and Committees require or desire specific skill sets for the member to be effective.
- ✓ Generally there is a desire for appointees to serve on only one board at a time.
 - Because some boards meet infrequently, it may be possible for individuals to have appointments to multiple boards simultaneously.
 - If there are no interested and qualified candidates for a vacancy, multiple appointments of an individual may occur.
- ✓ Prior attendance history will be a factor when consideration is given for reappointment or appointment to a new board.

Application Process:

1. Standard application form will be available in the Township Supervisor's office, Clerk's office, or on the Township's website.
2. Interested applicants (or nominations for consideration) must fill out an application on-line, print and deliver, or mail the completed application to the Township Supervisor's office.
3. Applicants are encouraged to submit a resume with the application, but not required.
4. Applicants should review the purpose, skills and meeting schedule prior to applying. The purpose and skills are part of the application and the meeting schedule is on the roster maintained in the Township Superintendent's office and on the website.
5. Applications will be kept on file for consideration for the part of the calendar year it is received and two full calendar years after that.
6. Applicants will be contacted each September to ascertain if they are still interested and to verify current phone number and email. If the application is at the end of the final calendar year, the applicant will be notified that a new application must be submitted in order to be considered.

Procedure/Steps (for Annual/Expiring Appointment):

<u>Date</u>	<u>Task</u>	<u>Responsible Party</u>
September	1. Staff liaisons poll current Board members who are eligible for reappointment to see if they are interested in continuing to serve. Staff Liaisons will respond to Executive Assistant with their member's responses and their attendance of meetings during their term.	Various Staff/Executive Secretary in Township Supervisor's Office
September	2. Public notices for vacancies are posted and applications are received. <ul style="list-style-type: none">• Newspaper, Website, Channel 188, Social Media• Announce at Township Supervisors Meeting	Executive Secretary Township Supervisor
October	3. Provide vacancies and electronic link to applications to Appointments Committee.	Executive Secretary
November	4. Review applications; solicit applicants for the vacant seats that do not have candidates in the pool of applications.	Township Supervisor

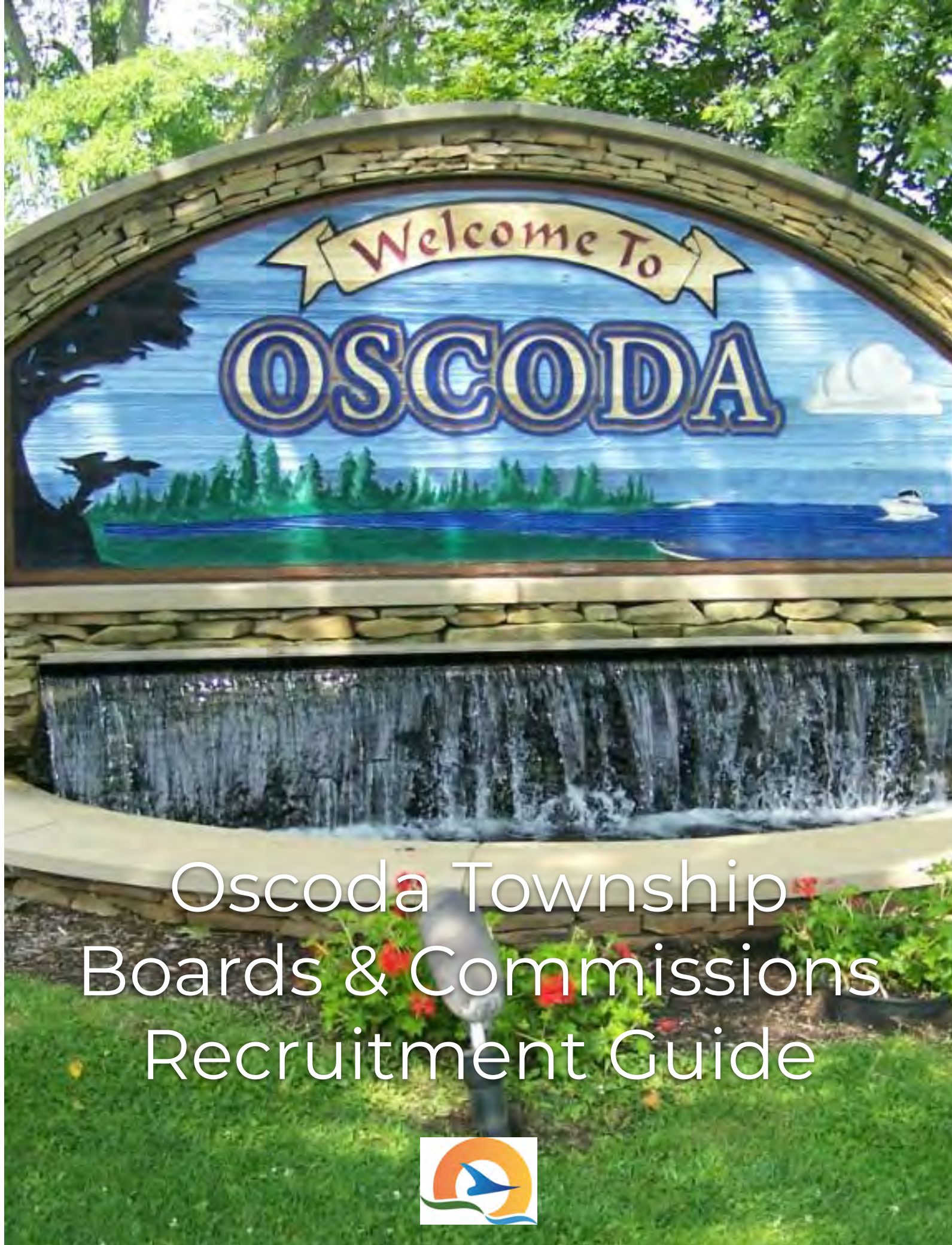
November	5. For applicants being considered for Boards other than what they applied for, contact to see if interested and if they can commit to that board's specific schedule.	Township Supervisor
November	6. Township Supervisor will inform appropriate staff liaison(s) of applicants being considered.	Zoning Administrator Assessor Economic Improvement Director Township Supervisor
November	7. Meet to determine recommendations and communicate to Executive Assistant in Township Superintendent's Office.	Township Supervisor
Second Meeting in November and No Later Than First Meeting in December	8. Recommendations provided in Township Board packet. <ul style="list-style-type: none"> a. Include recommended appointments b. Include applications of candidates being recommended c. Include names of all applicants being considered* <i>*Must be received by Wednesday the week prior to the Township Board meeting</i>	Executive Secretary
Second Meeting in November and No Later Than First Meeting in December	9. Recommended appointments acted upon by Township Board.	Township Board
December	10. Mail letters congratulating applicants on their recent appointment.	Executive Secretary
December	11. Send email to all applicants considered who were not appointed and indicate an appointment has been made and their application will be kept on file for future consideration.	Executive Secretary
January	12. Orientation session held for new appointees. Depending on number of appointees, orientation may be done as a group or with individual staff liaison(s).	Township Supervisor Corresponding department head(s)

Procedure/Steps for Mid-Year Vacancies:

Task	Responsible Party
1. Notice of Vacancy will be <ol style="list-style-type: none"> Posted on Township website with an application due date at least 2 weeks away Announced at a Township Board meeting along with the application due date. 	Township Supervisor Executive Secretary
2. Review applications; solicit applications for the vacant seat(s) that do not have candidates in the pool of applicants.	Township Supervisor
3. For applicants being considered for Boards and Commissions other than what they applied for, contact to see if interested and if they can commit to that board's specific schedule.	Township Supervisor
4. Appointments Committee will inform staff liaison(s) of applicants being considered.	Zoning Administrator Assessor Economic Improvement Director Township Supervisor
5. Meet to determine recommendations and communicate to Executive Assistant in Township Manager's Office	Township Supervisor
6. Recommendations provided in Township Board packet <ol style="list-style-type: none"> Include recommended appointments Include applications of candidates being considered Include names of all applicants considered* <p><i>*Must be received by Wednesday the week prior to Township Board meeting</i></p>	Township Supervisor Superintendent's Office
7. Recommended appointments acted on by Township Board.	Township Board

8. Mail letters congratulating applicants on their recent appointment.	Executive Secretary
9. Send email to all applicants considered who were not appointed and indicate an appointment has been made and their application will be kept on file for future consideration.	Executive Secretary

*Please note that all Township Board members will have online access to application materials received from all applicants.



Oscoda Township Boards & Commissions Recruitment Guide





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General Information

All Board and Commission members serving in Oscoda Township are tasked with supporting or advising community leaders and elected officials on key policies and decisions within the community. Individuals may use this guide to discover information about the various committees that operate within the Township.

Interested in Applying?

All Oscoda Township residents are invited to apply for appointment to Township Boards and Commissions. Some boards are open to non-residents, too. Oscoda Township prioritizes and understands the importance of educating individuals interested in serving during the recruitment process. It is recommended that prospective Board and Commission members review the desirable knowledge and skills listed for each position in addition to reviewing the work responsibilities and time commitment details for the position before applying.

I'm interested! What's next?

Prospective applicants interested in applying to a Township Board or Commission position should contact the Supervisor's Office at (989) 739-3211 or come to Township Hall at 110 S State St., Oscoda Township, MI 48750 to find out if there are any vacant positions.



Board Member Expectations

- To attend all regularly scheduled meetings
- To use parliamentary procedure to conduct and participate in meetings
- To make recommendations to the Township Board as required by law upon request
- To refrain from any act that constitutes a conflict of interest
- To follow the operating rules and bylaws the board or commission has established
- To review all relevant materials and come to the meetings prepared to discuss the issues
- To work cooperatively with other commissions when there are areas of common interest or overlap in responsibilities
- To abide by the provisions of the Open Meetings Act
- To understand that the commitment of appointment is an on-going process that involves a long-range interest in the community; fairness, common sense, honesty, good moral character; and knowledge of the Township, its people, its customs and its ordinances

Qualities of an Effective Board Member

- Work within a team framework of compromise and exchange
- Shows courteous behavior and respect to other board members, Township Staff, and members of the general public
- Separate people from the issues when conflict arises
- Focus on mutual interests and shared goals
- Look for compromises and work to understand diverse perspectives
- Examine one's own approach to dealing with conflict and be open about concerns where there is room for compromise
- Strive to problem-solve based on collaboration rather than simply making a decision



Appointment Process

Each Board and Commission's members are appointed by the Township Supervisor and/or Township Board of Supervisors. All Oscoda Township residents are eligible to serve on one board or commission at a time, and nonresidents may serve on some boards. The application to serve is attached to the end of this guide and also available online on the Township website.

To find out more information on Township Board or Commission vacancies, contact the Supervisor's Office at (989) 739-3211.

[Click here to view or fill out an application](#)

A large, arched stone sign with a painted scene of a lake, trees, and a boat. A banner at the top reads "Welcome To" and the word "OSCODA" is written in large, stylized letters. Below the sign is a wide waterfall.

Welcome To OSCODA

Township Boards & Commissions





Board of Review

Role Title:

Board of Review Member

Appointment Type:

The Oscoda Township Board of Review consists of three electors appointed by the Township Board for two year terms which expire on odd numbered years.

General Statement of Duties:

The Board reviews the current tax assessment roll to determine if all taxable property has been properly assessed, and to correct errors. The Board also hears appeals from property owners and may adjust individual assessments as it sees necessary.

Meetings:

The Board meets in March, July, and December, depending on the number and frequency of appeals to be heard. Members are compensated for attending meetings.

Orientation Materials:

An orientation packet will be provided by the Township.

Examples of Work Performed:

The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Hold public hearings pursuant to MCL 15.261 et seq.
- Hear appeals and render and file its decision with a statement of reasons for the decision
-

Desirable Knowledge, Abilities, and Skills (Recommended, But Not Required):

- Ability to communicate through email.
- Ability to communicate clearly and effectively with staff and the general public
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.
- Willingness to learn!



Economic Improvement Committee (EIC)

Role Title:

Economic Improvement Committee Member

Appointment Type:

The EIC consists of a five member board of merchants, community members, and one resident appointed by the Township Supervisor for staggered 4 year terms.

General Statement of Duties:

The EIC works with township administrators to grow business opportunities within the community. This includes business development and planning, and grant opportunities are within the scope of the EIC.

Meetings:

The EIC meets every other Tuesday at 3pm at the Robert J. Parks Library. The meeting schedule can be found at [this link](#).

Orientation Materials:

An orientation packet will be provided by the Township.

Examples of Work Performed:

The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Work with developers throughout process of developing
- Collaborate with consultants on downtown and township projects
- Brainstorm and execute public information sessions about potential projects
- Contribute to grant writing and redevelopment efforts with local, state and national agencies

Desirable Knowledge, Abilities, and Skills (Recommended, But Not Required):

- An interest in developing and supporting the economic development and growth of Oscoda Township
- Ability to communicate through email
- Ability to communicate clearly and effectively with staff and the general public
- Ability to listen and maintain professionalism with other committee members, staff, and the public
- Willingness to learn!



Planning Commission

Role Title:

Planning Commissioner

Appointment Type:

By the Township Board; Qualified Elector Status Required; Three (3) Year Terms

General Statement of Duties:

The Commission reviews and approves site plans, approves temporary land uses, and recommends special land uses and zoning ordinance amendments to the Township Board.

Meetings:

The Planning Commission meets on the first Monday of each month at 7:00pm temporarily at the Robert J. Parks Library. Commissioners are compensated for attending meetings.

Orientation Materials:

An orientation packet will be provided by the Township.

Examples of Work Performed:

The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and consultant reports and renderings
- Speak or otherwise communicate with commissioners, staff, applicants, and the public at a public venue
- Read and interpret plans, ordinances, maps, legal opinions, and other technical data
- Attend training courses and seminars

Desirable Knowledge, Abilities, and Skills (Recommended, But Not Required):

- Basic understanding of building construction or engineering, land use planning, real estate, development, or law.
- Ability to communicate through email.
- Ability to communicate clearly and effectively with staff and the general public
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.
- Willingness to learn!



Zoning Board of Appeals (ZBA)

Role Title:

Zoning Board of Appeals Member

Appointment Type:

The Zoning Board of Appeals consists of five members appointed by the Township Board.

General Statement of Duties:

The ZBA serves as a quasi-judicial body which hears and decides matters relating to the application of the Zoning Ordinance.

Meetings:

The ZBA meets the third Monday of each month as necessary at 7:00pm and held temporarily at Robert J. Parks Library. Members are compensated for attending meetings.

Orientation Materials:

An orientation packet will be provided by the Township.

Examples of Work Performed:

The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and consultant reports and renderings.
- Speak or otherwise communicate with commissioners, staff, applicants, and the public at a public venue.
- Read and interpret plans, ordinances, map

Desirable Knowledge, Abilities, and Skills (Recommended, But Not Required):

- Basic understanding of building construction or engineering, land use planning, real estate, development, or law.
- Ability to communicate through email.
- Ability to communicate clearly and effectively with staff and the general public.
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.
- Willingness to learn!



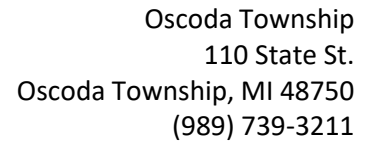
Application Information

Board Members ([Link](#))

Appointment Process ([Link](#))

Meeting Schedules ([Link](#))

Application Form ([Link](#))



Name of Board or Commission for which you are applying:	
Name:	
Home Address:	Work Address:
Home Phone:	Work Phone:
Cell Phone:	Email:
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Cell Phone <input type="checkbox"/> Email	
Residency is required for most boards and commissions. <input type="checkbox"/> I am a resident. If so, for how many years? _____	

[illegible]

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.



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

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

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.

Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, the community urges you to apply for consideration. The community needs citizens with diverse backgrounds on its boards and commissions.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the Clerk at (989) 739-4971 if you have any questions or concerns about the disclosure of specific information.

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



Boards and Commissions Application Attachment

Board of Review

The Oscoda Township Board of Review consists of three electors appointed by the Township Board for two year terms which expire on odd numbered years. Please check below if you have experience in:

- ☐ Banking/Finance
- ☐ Property Appraisal/Assessing
- ☐ Real Estate/Development/Law (no agents or brokers)

Economic Improvement Committee (EIC)

The EIC consists of a 5 member board of merchants, community members and one resident appointed by the Township Supervisor for staggered 4 year terms. Please check below if you have experience in:

- ☐ Small Businesses
- ☐ Downtown Development
- ☐ Grant writing
- ☐ Working with community partners
- ☐ Real Estate/Development/Law

Zoning Board of Appeals

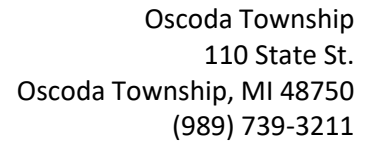
The Zoning Board of Appeals consists of five members appointed by the Township Board. The ZBA serves as a quasi-judicial body which hears and decides matters relating to the application of the Zoning Ordinance including a variance from an Ordinance standard, an appeal of a Zoning Administrator's decision or an interpretation of an Ordinance provision. Please check below if you have experience in:

- ☐ Architecture
- ☐ Building Construction/Engineering
- ☐ GIS/AutoCAD
- ☐ Land Use Planning
- ☐ Real Estate/Development/Law
- ☐ Zoning

Planning Commission

The Planning Commission consists of seven members appointed by the Township Board. The Commission serves in both an advisory and administrative role for matters relating to land use and development. The Planning Commission prepares the Township's Master Plan and makes recommendations on proposed public improvements based on the Plan. The Commission hears and acts upon Special Land Use permits and Site Plan applications and makes recommendations on amendments to the Zoning Ordinance text or map, Subdivisions and Planned Unit Developments. Please check below if you have experience in:

- ☐ Architecture
- ☐ Building Construction
- ☐ Civil Engineering
- ☐ Facilities Management
- ☐ GIS/AutoCAD
- ☐ Historic Preservation
- ☐ Land Use Planning
- ☐ Landscape Architecture
- ☐ Property Maintenance/Management
- ☐ Real Estate/Development/Law



Name of Board or Commission for which you are applying:	
Name:	
Home Address:	Work Address:
Home Phone:	Work Phone:
Cell Phone:	Email:
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Cell Phone <input type="checkbox"/> Email	
Residency is required for most boards and commissions. <input type="checkbox"/> I am a resident. If so, for how many years? _____	

[illegible]

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.



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

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clerk@OscodaTownshipMi.gov



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- ☐ Downtown Development
- ☐ Grant writing
- ☐ Working with community partners
- ☐ Real Estate/Development/Law

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- ☐ Building Construction/Engineering
- ☐ GIS/AutoCAD
- ☐ Land Use Planning
- ☐ Real Estate/Development/Law
- ☐ Zoning

Planning Commission

The Planning Commission consists of seven members appointed by the Township Board. The Commission serves in both an advisory and administrative role for matters relating to land use and development. The Planning Commission prepares the Township's Master Plan and makes recommendations on proposed public improvements based on the Plan. The Commission hears and acts upon Special Land Use permits and Site Plan applications and makes recommendations on amendments to the Zoning Ordinance text or map, Subdivisions and Planned Unit Developments. Please check below if you have experience in:

- ☐ Architecture
- ☐ Building Construction
- ☐ Civil Engineering
- ☐ Facilities Management
- ☐ GIS/AutoCAD
- ☐ Historic Preservation
- ☐ Land Use Planning
- ☐ Landscape Architecture
- ☐ Property Maintenance/Management
- ☐ Real Estate/Development/Law



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

Clarification of Cost-of-Living Increase

This memo serves to clarify who is getting the Cost-of-Living Increase. We calculated the increase based on Fulltime, Seasonal Fulltime, and Seasonal Parttime on the payroll.

(Fulltime employees defined as elected, appointed, and hired) excludes contract employees unless specifically named)

(Seasonal Employee and seasonal parttime are defined as those working full or parttime on a seasonal basis)

(Contracted Employees defined as Superintendent, EIC Director, Police Chief, and police officers) Which is why the Police and Police Chief were specifically named.

The intention of this increase is to maintain our current skilled staff and to allow us to be competitive in hiring for open positions.

I hope this cleared up any questions pertaining to this increase.

Thank you,

Joshua Sutton

Oscoda Township Clerk
clerk@oscodatownshipmi.gov
Office: 989-739-4971