

**OSCODA TOWNSHIP  
REGULAR BOARD MEETING  
AGENDA & NOTICE  
April 11, 2022 - 7:00 P.M.  
SHORELINE PLAYERS  
6000 N. Skeel Ave.  
Oscoda, MI 48750  
(989)739-3586**

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Posted Date: April 8, 2022

Press Notification Date: April 8, 2022

Posted by: Melinda Morgan

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA ADDITIONS:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**Approval of Minutes:**

1. Annual Meeting of the Boards Minutes – March 16, 2022
2. Work Session Meeting Minutes – March 28, 2022
3. Regular Meeting Minutes – March 28, 2022

**Finance:**

1. Payment of Bills (Oscoda Township) – Total - \$149,214.66
  - a. Prepaid – April 5, 2022 - \$126,827.61
  - b. Check Run – April 12, 2022 - \$22,387.05
  - c. CWSRF Checking Report

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

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

1. Rowe Engineering Invoices
2. A-Ton Tree Services – Tree Removal Quote
3. Great Lakes Fireworks Cost Update

**RESOLUTIONS:**

1. Ordinance Amendments
2. Ordinance No. 2022-271: Ethic Ordinance and Council Engagement Letter
3. Resolution No. 2022-05: Authorizing Resolution
4. Resolution No. 2022-06: Resolution to Authorize Issuance of Capital Improvement Bonds

**OTHER:**

1. Develop Iosco Representative Replacement

2. ImageCast Precinct Tabulator

**INFORMATIONAL:**

1. 2021 Water Supply Cross Connection Report
2. March HSRUA O&M Report
3. March Fire Department Activity Report

**PUBLIC COMMENTS:**

**BOARD COMMENTS:**



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

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## OSCODA TWP ANNUAL MEETING OF THE BOARDS

### Minutes

### March 16, 2022

**Welcome and Call to Order** – Ms. Richards called the meeting to order at 6:04 p.m. at Shoreline Players, 6000 N. Skeel Ave. Oscoda, MI 48750

**Roll Call** –

Board Members Present:

**Township Board:**

Ann Richards, Supervisor – Here  
Jaimie McGuire - Here  
Joshua Sutton - Here  
Timothy Cummings - Here  
Steve Wusterbarth - Here  
Jeremy Spencer- Absent  
William Palmer- Here

**Planning Commission:**

Ed Davis, Chairperson - Here  
Bernie Schenk - Here  
Bill Palmer - Here  
Jeffery Linderman - Here  
Ann Victoria Hopcroft - Here  
Greg Schulz – Here  
Robert Tasior - Here

**Economic Improvement Committee:**

Dave Iler, Chairperson - Here  
Joshua Sutton, Secretary - Here  
Robert Tasior - Here  
Tony Omani – Here  
Rosemary Nentwig- Here

**Zoning Board of Appeals:**

James Biggar, Chairperson - Absent  
Cynthia Schwedler - Here  
Jeff Rush - Absent

Adam Hume – Absent  
Greg Schulz- Here

**Board of Review:**

John Servinsky - Absent  
Jackie Gonterman - Absent  
David Gottleber - Absent

**Staff to Also Call**

Nicole Vallette, Planning and Zoning Administrator - Here  
Todd Dickerson, Economic Improvement Director - Here  
Nancy Schwickert, Assessor - Absent

**Additions / Changes to the Agenda - None**

**Meeting Statement of Purpose** – The purpose of this meeting is to see where all boards are at on projects. It is about coming together and discussing topics to move the community forward.

**Planning Commission:**

- a. Overview
- b. 2021 Annual Report
- c. 2022 Strategic Goals

**Zoning Board of Appeals:**

- a. Overview
- b. 2021 Annual Report

**Board of Review:**

- a. Overview
- b. 2021 Annual Report

**Economic Improvement Committee:**

- a. Overview
- b. 2021 Annual Report
- c. 2022 Strategic Goals

**Board Comment –**

Cathy Wusterbarth- I appreciate the information provided. I would have liked to see the members listed for the Board of Review.

Mr. Davis- The charge we were given last week was, to work on a new facility for the township hall, police, and fire services.

Mr. Schenk- We did have the police and fire chiefs at our meeting for their perspective. The issue arose about having firetrucks and equipment for spaceport and airport needs. Is our fire department ready to handle crash's.

Mr. Cummings- Is it a rule that, it is the townships responsibility or the Airport Authority responsibility to maintain and respond to fire needs related to the airport.

Ms. McGuire- Thank you to all the boards for all your work.

Ms. Richards- Thank you to all the boards. You deal with a lot for a little stipend because you care about the community.

Mr. Sutton- Thank you to all the board members for all their time and work. You all have done the heavy lifting to prepare our community for the future.

Mr. Wusterbarth- Thank you to all the boards for their time and dedication. We have come along way with RRC and we are in a good situation to grow. We will have a lot of good opportunities coming in the next 3 years thanks to everyone's hard work.

Ms. Hopcroft- Thank you to Ms. Richards for her leadership in this time where it is hard to be a leader.

**Adjourn** – Ms. Richards adjourned the meeting at 06:45 p.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda



Charter Township of Oscoda  
110 South State Street  
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## Work Session Meeting Minutes March 28, 2022

**Call to Order** – Ms. Richards called the meeting to order at 9:07 a.m. The meeting was held at SHORELINE PLAYERS 6000 N. Skeel Ave. Oscoda, MI 48750.

### PLEDGE OF ALLEGIANCE

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

**Additions** – None

### **ETHICS ORDINANCE DISCUSSION WITH TOWNSHIP ATTORNEY:**

Discussed how the ordinance would work for employees and contractors. How the Ethics board would be set up. Concerns on finding five individuals not related to anyone, not serving on a board now, or any other issue that would create an unbiased board. People can serve as a board, Municipal attorney, Police Chief, or any combination that the board determines. Suggested that we look at an outside attorney to have on retainer for Ethics Violations.

Designate who will be the enforcer/administrator for the Ethics Ordinance to determine if a violation has occurred.

Ceinture is a board action where an ordinance is voted on to publicly ceinture a member for their violation of the Ethics Ordinance.

Ordinance to be reworked to have the Superintendent as Ethics Complaint Coordinator with an Ethics Attorney to investigate and work the complaint.

**Public Comment** – None

**Board and Staff Comments** –

**Mr. Wusterbarth**- Support Mr. Palmers statement.

**Mr. Palmer**- Thank you to Lisa for coming and for all her work on this Ethics Ordinance.

**Ms. Richards**- Support Mr. Palmers statement.

**Ms. McGuire**- Support Mr. Palmers statement.

**Mr. Sutton**- Support Mr. Palmers statement.

**Adjourn** – Ms. Richards made a motion to adjourn at 10:05 a.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda



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## Regular Board Meeting Minutes March 28, 2022

**Call to Order** – Ms. Richards called the meeting to order at 7:02 p.m. The meeting was held at SHORELINE PLAYERS 6000 N. Skeel Ave. Oscoda, MI 48750.

### PLEDGE OF ALLEGIANCE

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

Board Members Absent:

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

**Additions** – None

### **Public Comment** –

**Paul Rekowski**- Meeting Minutes failed to capture the maleficence of the last meeting. Reading from the open meetings act and the township board protocol 8.12f Public Comment. The board members should not debate the public on their comments. 8.12m the second comment is to speak on any subject they wish with no mention of a time limit. Anyone who violate the open meetings act is subject to a \$1000.00 fine.

**Vicki Hopcroft**- I am speaking today as an individual. I would like to comment on Furtaw Field, I want to say that Furtaw Field is sacred to the community. Just because it is an asset doesn't mean that it should be publicly sold. Housing should not be on Furtaw Field, I would like to see a community center there. The proposed code of ethics for the board, I would strongly recommend a requirement for training to serve on that board.

**Consent Agenda** – Mr. Cummings supported a motion by Ms. McGuire to Regular Meeting Minutes – March 14, 2022, 1. Payment of Bills (Oscoda Township) – Total -

March 28, 2022

Oscoda Township Regular Board Meeting Minutes

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\$52,584. Prepaid –March 21, 2022 - \$1,537.04, b. Check Run – March 22, 2022 - \$47,877.34, c. Check Run – March 29, 2022 - \$3,169.87

ALL YEAS:

MOTION CARRIED

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

1. March 2022 Engineering Progress Report – Phases C, D, and E is out for advertisement. The MDOT Resolution Number 2022-04 is for these phases. Service connections from past and future projects will be paid if funding comes through. With the new funding coming in from Representative Sue Allor's office we should be able to complete all projects and reimburse township expenses. Senator Peter's office has a congressional spending available that we will be applying for too. Pending approval of Beach Park Plan we will go out for grants. Old Orchard Park, if the change order is approved tonight John Henry will start next week.

### **SUPERINTENDENT REPORTS:**

**Amendment to Agreement – Great Lakes Fireworks** – Mr. Sutton supported a motion by Mr. Palmer to approve *the Amendment to the Agreement with Great Lakes Fireworks*.

ALL YEAS:

MOTION CARRIED

**Request to Advertise for Dust Control** – Mr. Cummings supported a motion by Mr. Palmer to approve *the 2022 Dust Control RFP to be advertised*.

ALL YEAS:

MOTION CARRIED

**Fire Truck Order Request** – Ms. McGuire supported a motion by Mr. Spencer to approve *our Fire Chief to begin the procurement process for the 2023 CIP fire engine replacement*.

ALL YEAS:

MOTION CARRIED

**Bunker Gear Purchase Request** – Ms. McGuire supported a motion by Mr. Sutton to approve *the Bunker Gear purchase in the amount of \$83,844.00 to be paid out of Fund 206-000-981.000.*

ALL YEAS:

MOTION CARRIED

**2022 Wilber Township Fire Services Renewal** – Mr. Palmer supported a motion by Mr. Wusterbarth to approve *the Wilber Fire Services Renewal in the amount of \$9,187.00.*

ALL YEAS:

MOTION CARRIED

**Pump Station Replacement Project Pay Application No. 4 Request** – Mr. Wusterbarth supported a motion by Mr. Palmer to approve *the fourth pay request from RCL Construction in the amount of \$101,892.83 to be paid from the CWSRF Checking.*

ALL YEAS:

MOTION CARRIED

**CDBG Grant Pursuit** – Mr. Sutton supported a motion by Mr. Wusterbarth to postpone *the Oscoda Beach Park improvements as presented and give final approval for the CDBG grant application at the next meeting.*

ALL YEAS:

MOTION CARRIED

**Aune Medical Center Disposition Update** – Ms. McGuire supported a motion by Ms. Richards to approve *setting up a work session to discuss where we are and where we want to go on April 19, 2022 at 1:30pm.*

ALL YEAS:

MOTION CARRIED

**Rowe Engineering Invoices for Iosco Exploration Trail** – Mr. Sutton supported a motion by Ms. McGuire to approve *payment of invoice #102207 in the amount of \$794.00 from GL 101-751-880-572.*

Oscoda Township Regular Board Meeting Minutes

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ALL YEAS:

MOTION CARRIED

**Rowe Engineering Invoices for DWRF Checking** – Mr. Palmer supported a motion by Mr. Sutton to approve *payment of invoice # 0102294 in the amount of \$2065.00 and invoice #0102299 in the amount of \$20715.00 from DWRF Checking.*

ALL YEAS:

MOTION CARRIED

**Rowe Engineering Invoices for CWSRF Checking** – Mr. Sutton supported a motion by Ms. Richards to approve *paying Invoice #0102004 in the amount of \$8288.50, invoice #0102295 in the amount of \$8532.50, invoice #0102005 in the amount of \$16096.25, and invoice #0102298 in the amount of \$10770.25 from CWSRF Checking.*

ALL YEAS:

MOTION CARRIED

**OOP Shoreline Erosion Project Change Order** – Mr. Sutton supported a motion by Ms. McGuire to approve *the project change order in the amount of \$5,000.00 bringing the completion total to \$70,750.00 to be paid from Fund 218-000-984.000.*

ALL YEAS:

MOTION CARRIED

**Make Parcel #066-028-200-024-30 California Street and Parcel #066-028-200-024-30 California Street** – Mr. Wusterbarth supported a motion by Mr. Palmer to approve making Parcel #066-028-200-024-30 California Street and Parcel #066-028-200-024-30 California Street disposable.

ALL YEAS:

MOTION CARRIED

**LOI to Purchase Property: #066-028-200-024-30 California Street** – Mr. Sutton supported a motion by Mr. Palmer to approve *accepting LOI for the creation of a purchase agreement between PKL and the Township for parcel #066-028-200-024-30 in the amount of \$12000.00.*

Oscoda Township Regular Board Meeting Minutes

March 28, 2022

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

MOTION CARRIED

**LOI to Purchase Property: #066-028-200-024-40, 5944 Michigan Ave** – Mr. Sutton supported a motion by Mr. Palmer to approve *accepting LOI for the creation of a purchase agreement between PKL and the Township for parcel #066-028-200-024-40 in the amount of \$10,000.00.*

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

MOTION CARRIED

**LOI to Purchase Property: Furtaw Field** – Mr. Palmer supported a motion by Mr. Sutton to approve *taking no action on the LOI and letting it expire.*

ALL YEAS:

MOTION CARRIED

**Remove Furtaw Field from Disposable list** – Ms. McGuire supported a motion by Mr. Sutton to approve *removing Furtaw Field from the disposable list until the Municipality Study by the Planning Commission is done and the EIC Furtaw Townhall information is presented to the board for a to be made on the use.*

ALL YEAS:

MOTION CARRIED

## **RESOLUTIONS**

**Form Based Code for Wurtsmith District** – Mr. Wusterbarth supported a motion by Mr. Palmer to approve *proposal from Beckett & Raeder to rezone the entire Wurtsmith District (except for Airport Property) using a hybrid form-based code to allow for more mixeduse. This project was planned for and there is \$15,000 budgeted in the Capital Improvement Plan for 2022 for this project.*

ALL YEAS:

MOTION CARRIED

Oscoda Township Regular Board Meeting Minutes

March 28, 2022

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**Ordinance No. 2022-271: Ethic Ordinance Placeholder** – Mr. Palmer supported a motion by Ms. McGuire to postpone until our next regular scheduled meeting on April 11, 2022.

ALL YEAS:

MOTION CARRIED

**Resolution No. 2022-04: MDOT Permit Resolution** – Mr. Sutton supported a motion by Mr. Palmer to approve *Resolution No. 2022-04: MDOT Permit Resolution as presented*.

ALL YEAS:

MOTION CARRIED

### **OTHER**

**Lot Split Parcel 064-V60-002-026-00** – Mr. Cummings supported a motion by Mr. Spencer to approve *the lot split as presented*.

ALL YEAS:

MOTION CARRIED

**Combine Lots as Presented** – Mr. Cummings supported a motion by Mr. Spencer to approve *combination of the lots as presented*.

ALL YEAS:

MOTION CARRIED

**Furtaw Use Request –** – Ms. McGuire supported a motion by Mr. Wusterbarth to approve reservation be done by the superintendent unless there is a conflicting date issue or a fee waiving request.

ALL YEAS:

MOTION CARRIED

**Police Officer Conditional Hire Request** – Mr. Sutton supported a motion by Ms. McGuire to approve *hiring Ethan Brandt to fill current vacancy pending testing and background.*

ALL YEAS:

MOTION CARRIED

**Van Etten Lake Application Bids** – Mr. Spencer supported a motion by Mr. Palmer to approve *bid from Clarke.*

ALL YEAS:

MOTION CARRIED

**Michigan Launch Initiative Letter** – Mr. Sutton supported a motion by Mr. Palmer to approve *Michigan Launch Initiative Letter as presented with format change.*

ALL YEAS:

MOTION CARRIED

**Congressionally Directed Spending Application Letter of Support Request** – Mr. Palmer supported a motion by Mr. Wusterbarth to approve Mr. Freeman working with Mr. Dickerson, Ms. Kline, and Mr. Sutton *providing Congressionally Directed Spending Application Letter of Support.*

ALL YEAS:

MOTION CARRIED

#### **INFORMATIONAL:**

##### **Public Comment** –

**Clayton Jolly-** I would like to know if there is any progress for notification to boil water that I brought up at a past meeting. Attending this meeting tonight, I would like to remind you that Furtaw Field is very important to the community. If you want to put containers somewhere, put them in Jordanville. I don't think Furtaw should be disposable.

**Cathy Wusterbarth-** I wanted to give everyone more information on what Mr. Freeman was talking about. We received \$8.4 million dollars for water infrastructure this past week. NOW priorities: Blood study for health, Watermain extensions, and more. Plug in for the production occurring in this theater called Spinoff, come check it out.

**Paul Rekowski-** Let me remind you that there is no 4-minute time limit for second comment. Also, if a person on the board violates the open meeting act by interrupting me, I will press charges. A woman was removed from the meeting and arrested at your last meeting for expressing her opinion legally. You violated the OMA by telling her that she couldn't discuss a topic, that she had a 4-minute time limit, and she was interrupted.

**Rick Koenig-** Thank you Cathy for that great update. The town is said to have no progress in ten years. We have 400 units in those 10 years. You guys should be representing the majority. We could do a recall this summer. We have been waiting for 7 months on the results of the meetings from this summer. How can you decide without that information?

**Board and Staff Comments –**

**Mr. Wusterbarth-** Over the years I have witnessed how much work it takes behind the scene to get the funds we have received.

**Mr. Cummings-** None

**Mr. Spencer-** None

**Mr. Palmer-** I made a comment a few meetings ago for funding available through the state for businesses. Our past Supervisor Mr. Weed started working on this project for the funds we just received from Sue Allor. Sue Allor and Dan Kildee helped get funds for beginning projects. I am happy to see that Sue Allor made Oscoda number one for water funding. C2R2 notified us that there were funds left that have been given to us to finish water projects.

**Ms. Richards-** I will not be at the April 11 meeting.

**Ms. McGuire-** None

**Mr. Sutton-** None

**Adjourn** – Ms. Richards made a motion to adjourn at 09:53 p.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda

04/05/2022 03:37 PM  
User: JOSHUASUTTONCI  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 04/05/2022 - 04/05/2022  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-283.100	DEPOSITS PAYABLE ELAINE SHUGART	ELAINE SHUGART	03/26/22	03262022	350.00
Total For Dept 000					350.00
Dept 172 SUPERINTENDENT					
101-172-726.000	COPIER PRINT CHARGES-SUPERINTEND	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	2.21
101-172-726.000	MXB450P-ADMIN PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
101-172-751.000	SUPERINTENDENT FUEL	WEX BANK	04/01/22	79994242	151.35
101-172-960.000	SPRING INSTITUTE - 2022 HOUSING	MAP	03/29/22	66434	160.00
Total For Dept 172 SUPERINTENDENT					336.06
Dept 215 CLERK					
101-215-726.000	COPIER PRINT CHARGES-CLERK	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	4.66
101-215-726.000	MX B450P-CLERKS PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
Total For Dept 215 CLERK					27.16
Dept 247 BOARD OF REVIEW					
101-247-726.000	QUILL - BINDER	QUILL CORPORATION	03/14/22	23745993	24.30
Total For Dept 247 BOARD OF REVIEW					24.30
Dept 253 TREASURER					
101-253-726.000	COPIER PRINT CHARGES-TREASURER	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	27.86
101-253-726.000	MX B450P-TREASURERS OFFICE PRINT	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
101-253-726.000	MX 3071-TREASURERS COPIER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	136.95
Total For Dept 253 TREASURER					187.31
Dept 257 ASSESSOR					
101-257-726.000	COPIER PRINT CHARGES-ASSESSOR	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	71.89
101-257-726.000	KV-S1057C - SCANNER-ASSESSOR	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	19.02
101-257-726.000	MX B450P-ASSESSOR PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
101-257-726.000	MX-3071-ASSESSOR COPIER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	136.95
101-257-801.100	MARCH INVOICE 2022 ASSESSOR	NORTHERN ASSESSING CONSUL	04/01/22	9053094	15,000.00
Total For Dept 257 ASSESSOR					15,250.36
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-726.000	BATTERIES FOR MISC TOOLS	INTERSTATE BATTERIES	03/30/22	23428266	47.23
101-265-726.000	SHOP SUPPLIES	JOHNSON AUTO SUPPLY, INC.	03/24/22	883566	11.49
101-265-726.000	SHOP SUPPLIES	JOHNSON AUTO SUPPLY, INC.	03/28/22	883818	50.33
101-265-751.000	OOP FUEL	WEX BANK	04/01/22	79994242	247.45
101-265-853.000	DPW PHONES	CHARTER COMMUNICATIONS	03/17/22	0074994031722	162.92
101-265-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730629904012022	84.84
101-265-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001922036504012022	29.83
101-265-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001893468504012022	1,499.10
101-265-922.000	UTILITIES - GAS	DTE ENERGY	04/04/22	9100207657804042022	1,451.75
101-265-933.000	HOSE CONNECTOR KIT	JOHNSON AUTO SUPPLY, INC.	03/31/22	883988	6.29
101-265-980.000	CUTOFF WHEEL	LINCOLN OUTDOOR CENTER	03/21/22	33906	322.99
Total For Dept 265 TOWNSHIP HALL & GROUNDS					3,914.22
Dept 276 CEMETERY					
101-276-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001981845704012022	29.52
101-276-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001981866304012022	39.38
Total For Dept 276 CEMETERY					68.90
Dept 299 UNALLOCATED					



04/05/2022 03:37 PM  
User: JOSHUASUTTONCI  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 04/05/2022 - 04/05/2022  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 299 UNALLOCATED					
101-299-726.200	COPIER PRINT CHARGES-MAIN COPIER	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	210.52
101-299-726.200	MX 6071-MAIN COPIER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	291.26
101-299-818.000	WASTE DISPOSAL -TWP HALL	WASTE MANAGEMENT	04/01/22	772174417349	122.66
101-299-880.000	FLAGS	CARROT TOP INDUSTRIES, INC	03/30/22	103959	299.21
101-299-880.000	COMMUNITY PROMOTION	CONSUMERS ENERGY	04/04/22	10001614817104042022	29.36
101-299-880.000	COMMUNITY PROMOTION	CONSUMERS ENERGY	04/01/22	10001859541104012022	29.38
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10006652117804012022	62.32
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001893603704012022	32.27
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001893629204012022	94.01
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001902912104012022	32.13
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10003861903504012022	14.08
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10006652118604012022	70.58
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001882686504012022	40.36
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10006784825704012022	43.60
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001859533804012022	53.03
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001882674104012022	41.91
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001907426704012022	91.57
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/01/22	10001924943004012022	38.25
101-299-956.000	NAME PLATE FOR EIC DIRECTOR	QUILL CORPORATION	03/21/22	23901782	11.56
Total For Dept 299 UNALLOCATED					1,608.06
Dept 336 FIRE DEPARTMENT					
101-336-726.000	WILDLAND FIRE FIGHTING FLAGGING	GRAINGER	03/15/22	9245853883	175.08
101-336-980.000	INV 23614 FIRE BRAKE CLASS A FOA	DINGES FIRE COMPANY	04/01/22	20598/23614	521.70
101-336-980.000	INV 20598 FIRE BRAKE CLASS A FOA	DINGES FIRE COMPANY	04/01/22	20598/23614	347.80
101-336-980.000	FIRE DEPT GEAR	WEST SHORE FIRE	03/23/22	27086	1,680.11
Total For Dept 336 FIRE DEPARTMENT					2,724.69
Dept 722 ZONING & PLANNING					
101-722-726.000	COPIER PRINT CHARGES-ZONING	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	3.48
101-722-726.000	MX B450P-ZONING PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
101-722-726.000	MX B450P-CODE PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
101-722-960.000	MSU ATTAINABLE HOUSING WEBINAR	MICHIGAN STATE UNIVERSITY	03/29/22	465073	10.00
Total For Dept 722 ZONING & PLANNING					58.48
Dept 751 PARKS & RECREATION					
101-751-775.000	SOCKETS FOR LIGHTS AT BEACH PARK	MEDLER ELECTRIC COMPANY	03/24/22	S5003269002	173.78
101-751-818.000	WASTE DISPOSAL -DPW	WASTE MANAGEMENT	04/01/22	772174417349	553.91
101-751-880.572	IOSCO EXPLORATION TRAIL	ROWE PROFESSIONAL SERVICES	03/09/22	102207	794.00
101-751-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730598604012022	29.83
101-751-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001884403304012022	33.75
101-751-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001927029504012022	159.38
101-751-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001896765104012022	29.24
101-751-922.000	UTILITIES - GAS	DTE ENERGY	04/04/22	92000320212304042022	50.83
101-751-931.000	PARTS CLEANER SERVICE	HERITAGE-CRYSTAL CLEAN LLC	03/22/22	290271	223.03
101-751-931.000	FILTERS	JOHNSON AUTO SUPPLY, INC.	03/28/22	883794	184.08
Total For Dept 751 PARKS & RECREATION					2,231.83
Dept 753 FOOTE SITE PARK					
101-753-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002053376404012022	40.49
Total For Dept 753 FOOTE SITE PARK					40.49
Dept 754 KEN RATLIFF PARK					

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Fund 101 GENERAL/UNALLOCATED					
Dept 754 KEN RATLIFF PARK					
101-754-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	03/09/22	10001322030403292022	61.87
101-754-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	03/09/22	10001322037903292022	35.83
Total For Dept 754 KEN RATLIFF PARK					97.70
Total For Fund 101 GENERAL/UNALLOCATED					26,919.56
Fund 207 POLICE FUND					
Dept 000					
207-000-726.000	COPIER PRINT CHARGES-POLICE	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	7.25
207-000-726.000	MX B450P-SQUAD ROOM PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
207-000-751.000	POLICE VEHICLE OIL	JOHNSON AUTO SUPPLY, INC.	03/16/22	882991/882991	255.92
207-000-751.000	POLICE VEHICLE OIL	JOHNSON AUTO SUPPLY, INC.	03/16/22	882991/882991	223.93
207-000-751.000	POLICE VEHICLE OIL	JOHNSON AUTO SUPPLY, INC.	03/10/22	882630/882631	62.94
207-000-751.000	OTPD FUEL	WEX BANK	04/01/22	79994242	4,155.00
207-000-751.000	OTFD FUEL	WEX BANK	04/01/22	79994242	338.89
207-000-853.000	POLICE WIRELESS & HOTSPOT	AT&T MOBILITY	03/11/22	287311378746X0319202	293.13
207-000-853.000	MARCH 2022	VERIZON WIRELESS	03/22/22	9902499422	240.06
207-000-933.000	POLICE CAR CABIN AIR FILTERS	JOHNSON AUTO SUPPLY, INC.	03/28/22	83795	71.16
207-000-933.000	POLICE VEHICLE OIL	JOHNSON AUTO SUPPLY, INC.	03/10/22	882630/882631	251.76
207-000-933.000	POLICE VEHICLE REPAIR TRK 8	ZUBEK MOTOR SALES	03/09/22	231512	1,475.00
Total For Dept 000					7,397.54
Total For Fund 207 POLICE FUND					7,397.54
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-726.000	MX B450P-SEARGENTS PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	22.50
Total For Dept 000					22.50
Total For Fund 211 POLICE STAFFING FUND					22.50
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-751.000	DPW FUEL	WEX BANK	04/01/22	79994242	1,329.03
236-266-801.000	EID MARCH 2022 SERVICES	BLACK SWAMP LOCATION SERV	04/01/22	0130	10,417.00
Total For Dept 266 PROPERTY O & M MAINTENANCE					11,746.03
Dept 269					
236-269-921.000	UTILITIES - ELECTRIC	CONSUMERS ENERGY	04/01/22	10001730654704012022	66.95
236-269-922.000	UTILITIES - GAS	DTE ENERGY	04/04/22	91002076598804042022	42.91
Total For Dept 269					109.86
Dept 271 PROPERTY O & M AUNE					
236-271-802.000	AUNE SECURITY MAY, JUNE, JULY	MCD SECURITY INC	04/01/22	2254	78.00
236-271-802.000	WASTE DISPOSAL - AUNE	WASTE MANAGEMENT	04/01/22	772174417349	489.04
236-271-921.000	UTILITIES-ELECTRIC-AUNE	CONSUMERS ENERGY	04/01/22	10000026952004012022	8,140.39
236-271-922.000	UTILITIES-GAS-AUNE	DTE ENERGY	04/04/22	91002076588904042022	1,558.31
236-271-922.000	UTILITIES-GAS-AUNE	DTE ENERGY	04/04/22	91002076533504042022	5,867.87
Total For Dept 271 PROPERTY O & M AUNE					16,133.61
Total For Fund 236 PROP OPER & MNTNCE					27,989.50
Fund 271 LIBRARY					
Dept 000					

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Fund 271 LIBRARY					
Dept 000					
271-000-801.000	LIBRARY SECURITY MAY, JUNE, JULY	MCD SECURITY INC	04/01/22	2248	78.00
271-000-802.000	WASTE DISPOSAL - LIBRARY	WASTE MANAGEMENT	04/01/22	772174417349	22.89
271-000-853.000	LIBRARY PHONE	CHARTER COMMUNICATIONS	03/29/22	0075793032922	49.99
271-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730674504012022	479.23
271-000-922.000	UTILITIES - GAS	DTE ENERGY	04/04/22	91002076566504042022	764.06
Total For Dept 000					1,394.17
Total For Fund 271 LIBRARY					1,394.17
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-726.000	COPIER PRINT CHARGES - OOP	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	16.43
509-000-726.000	SHARP PRINTER OOP	WELLS FARGO VENDOR FINANC	03/19/22	5019447460	35.00
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002053150304012022	317.98
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002053168504012022	73.54
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002053237804012022	103.38
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002053262604012022	238.30
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002056183104012022	140.66
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002056217704012022	78.34
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002053298004012022	69.33
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/04/22	10002056242504042022	69.33
509-000-921.000	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/04/22	10008818758604042022	244.81
Total For Dept 000					1,387.10
Total For Fund 509 OLD ORCHARD PARK					1,387.10
Fund 590 SEWER					
Dept 000					
590-000-726.000	MX B450P-WATER DEPT PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	11.25
590-000-800.100	FVOP O&M APRIL	F&V OPERATIONS	04/01/22	4571	26,609.50
590-000-900.000	UTILITY FORMS - LASER/UTILITY BI	PSI PRINTING SYSTEMS	03/09/22	222586	388.18
590-000-900.000	SHIPPING	PSI PRINTING SYSTEMS	03/09/22	222586	57.33
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	03/09/22	10000033948903292022	1,264.56
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	03/09/22	10000033925703292022	610.07
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	03/09/22	10000033995903292022	2,690.92
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	03/09/22	10001706107603292022	50.42
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10000026210304012022	122.34
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001716607304012022	59.51
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730289204012022	44.93
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730384104012022	34.24
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730389004012022	33.39
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730547304012022	37.99
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730612504012022	178.02
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001730642204012022	34.98
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001757637004012022	61.86
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001793829904022022	132.58
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001805057304012022	207.75
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001818283004012022	58.80
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001882113004012022	48.76
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10006352331804012022	33.20
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001870206604012022	67.51
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001882994304012022	72.72
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10002016041004012022	65.39

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Fund 590 SEWER					
Dept 000					
590-000-921.100	UTILITIES - ELECTRICITY	CONSUMERS ENERGY	04/01/22	10001910373604012022	60.20
590-000-921.200	UTILITIES - ELECT DPW BUILDING	CONSUMERS ENERGY	04/01/22	10001922110804012022	470.30
590-000-922.100	UTILITIES - GAS	DTE ENERGY	04/04/22	91002076553304042022	804.95
Total For Dept 000					34,311.65
Total For Fund 590 SEWER					34,311.65
Fund 591 WATER					
Dept 000					
591-000-726.000	COPIER PRINT CHARGES-WATER	IMAGE BUSINESS SOLUTIONS	03/29/22	224245	4.67
591-000-726.000	MX B450P - WATER DEPT PRINTER	WELLS FARGO VENDOR FINANC	03/19/22	5019447459	11.25
591-000-800.100	FVOP O&M APRIL	F&V OPERATIONS	04/01/22	4571	26,609.50
591-000-900.000	UTILITY FORMS - LASER/UTILITY BI	PSI PRINTING SYSTEMS	03/09/22	222586	388.18
591-000-900.000	SHIPPING	PSI PRINTING SYSTEMS	03/09/22	222586	57.33
591-000-921.000	UTILITIES - ELECTRIC	CONSUMERS ENERGY	03/09/22	10004432445503292022	29.95
591-000-921.000	UTILITIES - ELECTRIC	CONSUMERS ENERGY	04/01/22	10002012726004012022	304.71
Total For Dept 000					27,405.59
Total For Fund 591 WATER					27,405.59

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Fund Totals:					
				Fund 101 GENERAL/UNALLOCATED	26,919.56
				Fund 207 POLICE FUND	7,397.54
				Fund 211 POLICE STAFFING FUND	22.50
				Fund 236 PROP OPER & MNTNCE	27,989.50
				Fund 271 LIBRARY	1,394.17
				Fund 509 OLD ORCHARD PARK	1,387.10
				Fund 590 SEWER	34,311.65
				Fund 591 WATER	27,405.59
Total For All Funds:					126,827.61

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Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-283.100	WARRIOR PAVILLION DEP REFUND KYM KYM LAVELL		04/07/22	04072022WP	350.00
Total For Dept 000					350.00
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-775.000	INV 193385 SILCONE/BOX CONNECTOR	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	8.43
101-265-775.000	HOSE NOZZLE	JOHNSON AUTO SUPPLY, INC.	04/05/22	884359	8.29
101-265-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	012081500004072022	169.50
101-265-930.000	INV 191043 VINYL TUBE DPW	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	12.47
101-265-930.000	INV 195598 CEILING PANEL	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	13.66
101-265-930.000	INV 195683 PLEAT FILTER	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	47.61
Total For Dept 265 TOWNSHIP HALL & GROUNDS					259.96
Dept 299 UNALLOCATED					
101-299-802.000	FINANCIAL STATEMENT AUDIT REPORT	GABRIDGE & COMPANY, PLC	03/31/22	7337656	1,200.00
101-299-880.000	COMMUNITY PROFILE 2022	HARBOR HOUSE PUBLISHER	04/06/22	27506	2,545.00
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/06/22	10000015092804062022	119.90
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/06/22	10000015313804062022	209.66
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/06/22	10000015291604062022	6,623.94
101-299-926.000	STREET LIGHTS	CONSUMERS ENERGY	04/06/22	10303465933604062022	1,705.23
Total For Dept 299 UNALLOCATED					12,403.73
Dept 722 ZONING & PLANNING					
101-722-900.000	PUBLIC HEARING INVOICES	IOSCO NEWS PRESS PUB CO	04/01/22	303687559	416.51
101-722-960.000	NICHOLE, BOB MAP LANSING HOUSING MAP		03/29/22	66433/66435	320.00
Total For Dept 722 ZONING & PLANNING					736.51
Dept 751 PARKS & RECREATION					
101-751-726.000	INV 196213 VALVE KIT	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	15.29
101-751-726.000	INV 195058 BAR AND CHAIN OIL OOP	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	22.48
101-751-726.000	INV 192227 PAINTING SUPPLIES OOP	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	61.20
101-751-726.000	INV 192634 FLANGED WAX GASKET OO	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	9.42
101-751-726.000	INV 192890 BATHROOM SUPLIES OOP	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	56.59
101-751-726.000	INV 193364 THREADED ROD OOP	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	15.56
101-751-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	014061150004072022	14.45
101-751-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	014075800004072022	67.51
101-751-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	012024000004072022	39.72
101-751-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	014075850004072022	24.57
101-751-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	012024750004072022	14.45
101-751-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	014075870004072022	24.57
101-751-956.000	AD FOR SUMMER HELP	IOSCO NEWS PRESS PUB CO	03/30/22	303694339	51.76
Total For Dept 751 PARKS & RECREATION					417.57
Dept 754 KEN RATLIFF PARK					
101-754-726.000	INV 195172 DUSTER/PLUNGER KEN RA	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	13.75
101-754-775.000	INV 192513 ENTRY LOCKSET DPW	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	8.09
101-754-775.000	INV 191255 CEILING FAN DUSTER DP	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	10.79
101-754-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	009016700004072022	33.58
101-754-923.000	UTILITIES - WATER	OSCODA WATER & SEWER	04/07/22	009016690004072022	24.57
Total For Dept 754 KEN RATLIFF PARK					90.78
Total For Fund 101 GENERAL/UNALLOCATED					14,258.55

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Fund 207 POLICE FUND					
Dept 000					
207-000-726.000	USB DRIVES FOR EVIDENCE COLLECTI	AMAZON CAPITAL SERVICES	04/06/22	11185876910684245	91.92
207-000-726.000	INV 191247 SCHLAGE KEY OTPD	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	1.70
207-000-726.000	INV 193555 FASTENERS DPW	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	17.54
207-000-726.000	INV 194872 LED SHOP LIGHT DPW	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	23.39
207-000-726.000	INV 194922 WALL PLATES DPW	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	12.12
207-000-761.000	POLICE UNIFORM CLEANING	TAWAS BAY DRY CLEANERS	04/01/22	04012022TBDC	296.00
207-000-801.200	USER FEES	LEXIS NEXIS RISK SOLUTIONS	03/31/22	159375720220331	234.85
207-000-801.200	IYETEK MAINTENANCE FEES	LEXIS NEXIS RISK SOLUTIONS	03/31/22	80672920220331	858.60
207-000-930.000	INV 195814 ENTRY KNOB	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	64.22
207-000-930.000	INV 195864 PINE BOARD	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	34.95
207-000-933.000	VEH MAINTENANCE TRK A8	ZUBEK MOTOR SALES	03/31/22	11033122	1,459.00
207-000-980.000	NEW HIRE UNIFORMS	GALLS INCORPORATED	03/31/22	020852558	50.72
207-000-980.000	NEW HIRE UNIFORMS	GALLS INCORPORATED	04/04/22	020836256	1,263.63
Total For Dept 000					4,408.64
Total For Fund 207 POLICE FUND					4,408.64
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-726.000	INV 191256 WING SHOOTER DPW	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	126.34
Total For Dept 266 PROPERTY O & M MAINTENANCE					126.34
Dept 271 PROPERTY O & M AUNE					
236-271-923.000	UTILITIES-WTR/SWR-AUNE	OSCODA WATER & SEWER	04/07/22	014058950004072022	1,327.18
236-271-923.000	UTILITIES-WTR/SWR-AUNE	OSCODA WATER & SEWER	04/07/22	014058380004072022	14.45
236-271-930.000	INV 192643 KEYS AUNE	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	12.00
236-271-930.000	INV 195587 FLEX TAPE AUNE	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	12.14
236-271-930.000	INV 195606 TUBING CUTTER/REPAIR	AUSABLE HARDWARE & SURPLU	03/31/22	03312022AH	98.96
Total For Dept 271 PROPERTY O & M AUNE					1,464.73
Total For Fund 236 PROP OPER & MNTNCE					1,591.07
Fund 271 LIBRARY					
Dept 000					
271-000-923.000	UTILITIES - WATER/SEWER	OSCODA WATER & SEWER	04/07/22	014059350004072022	101.27
Total For Dept 000					101.27
Total For Fund 271 LIBRARY					101.27
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-726.000	QUILL RULED PADS 5X8	QUILL CORPORATION	03/09/22	23649661	10.70
509-000-726.000	THERMAL ROLLS FOR CREDIT CARD MA	QUILL CORPORATION	03/09/22	23649661	36.54
509-000-726.000	MULTIPURPOSE ZIPPER BAGS	QUILL CORPORATION	03/09/22	23649661	29.98
509-000-726.000	CARD FILE	QUILL CORPORATION	03/09/22	23649661	30.09
509-000-726.000	POST IT 3X5	QUILL CORPORATION	03/09/22	23649661	12.38
509-000-726.000	POST IT 3X3	QUILL CORPORATION	03/09/22	23649661	13.42
509-000-775.000	EPOXY RESIN CRYSTAL CLEAR 2 GAL	AMAZON CAPITAL SERVICES	03/08/22	1LPHQG1N3YHF	127.95
509-000-775.000	STEEL NUT	AUTO VALUE OSCODA	03/31/22	2811412236	2.38
509-000-775.000	1/4 UNION	AUTO VALUE OSCODA	03/31/22	2811412236	2.39
509-000-775.000	1/4-60 POLY ARM	AUTO VALUE OSCODA	03/31/22	2811412236	9.29
509-000-775.000	DOT 3 BRAKE FLUID	AUTO VALUE OSCODA	03/31/22	2811412236	26.45
509-000-775.000	1/4-72 POLY ARM	AUTO VALUE OSCODA	04/01/22	2811412284	10.69

04/08/2022 12:15 PM  
User: JOSHUASUTTONCI  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 04/12/2022 - 04/12/2022  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 3/4

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-775.000	PAINT BRUSH PURCHASE REPAYMENT	SCOTT, GARY	04/01/22	156089	9.99
509-000-803.000	FOOD SERVICE LICENSE APPLICATION	DISTRICT HEALTH DEPARTMENT	04/01/22	SFE01350091570408202	325.00
509-000-922.000	PROPANE CABIN 3	GARY OIL COMPANY	04/05/22	285187	96.95
509-000-922.000	PROPANE CABIN 2	GARY OIL COMPANY	04/05/22	285186	96.95
509-000-922.000	PROPANE CABIN 1	GARY OIL COMPANY	04/05/22	285185	200.90
509-000-922.000	PROPANE BH 2	GARY OIL COMPANY	04/05/22	285189	199.70
509-000-922.000	PROPANE BH 1	GARY OIL COMPANY	04/05/22	285188	456.17
509-000-930.000	5 GALLON DIESEL CAN	AUTO VALUE OSCODA	04/05/22	2811412421	27.99
509-000-933.000	FUEL PUMP	AUTO VALUE OSCODA	04/05/22	2811412421	197.87
Total For Dept 000					1,923.78
Total For Fund 509 OLD ORCHARD PARK					1,923.78
Fund 590 SEWER					
Dept 000					
590-000-923.200	UTILTIES - WATER DPW BUILDING	OSCODA WATER & SEWER	04/07/22	010057520004072022	14.45
590-000-923.200	UTILTIES - WATER DPW BUILDING	OSCODA WATER & SEWER	04/07/22	010056500004072022	89.29
Total For Dept 000					103.74
Total For Fund 590 SEWER					103.74



04/08/2022 12:15 PM  
User: JOSHUASUTTONCI  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 04/12/2022 - 04/12/2022  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
				Fund 101 GENERAL/UNALLOCATED	14,258.55
				Fund 207 POLICE FUND	4,408.64
				Fund 236 PROP OPER & MNTNCE	1,591.07
				Fund 271 LIBRARY	101.27
				Fund 509 OLD ORCHARD PARK	1,923.78
				Fund 590 SEWER	103.74
Total For All Funds:					22,387.05

04/07/2022 12:24 PM  
User: JAIMIEMCGUIREI  
DB: Oscoda

CHECK DISBURSEMENT REPORT FOR OSCODA TOWNSHIP  
CHECK DATE FROM 03/01/2022 - 03/31/2022  
Banks: CWSRF, DWRF, SRF D, WWTLD

Page 1/2

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER							
03/02/2022	CWSRF	1007 (E)	RCL CONSTRUCTION CO	CWSRF - PAY APP # 3 PROJ 20C0175 RCL	310.400	000	85,226.47
03/25/2022	SRF D	0 (E)	MICHIGAN FINANCE AUTHORITY	CAPITAL IMPROVEMENTS BONDS 2015A - LT	310.100	000	80,000.00
				SRF INTEREST 2015 IMP.	995.300	000	17,814.79
				CHECK SRF D 0 (E) TOTAL FOR FUND 590:			<u>97,814.79</u>
03/31/2022	CWSRF	1008 (E) *	ROWE PROFESSIONAL SERVICES COMPANY	INVOICE 0102004	310.400	000	8,288.50
				INVOICE 0102295	310.400	000	8,532.50
				INVOICE 0102005	310.400	000	16,096.25
				INVOICE 0102298	310.400	000	10,770.25
				CHECK CWSRF 1008 (E) TOTAL FOR FUND			<u>43,687.50</u>
				Total for fund 590 SEWER			226,728.76

04/07/2022 12:24 PM  
User: JAIMIEMCGUIREI  
DB: Oscoda

CHECK DISBURSEMENT REPORT FOR OSCODA TOWNSHIP  
CHECK DATE FROM 03/01/2022 - 03/31/2022  
Banks: CWSRF, DWRF, SRF D, WWTLD

Page 2/2

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WATER							
03/02/2022	DWRF	1008 (E) *	MIKA MEYERS	INV. 671568	300.000	000	407.00
03/31/2022	DWRF	1 (A)	MICHIGAN FINANCE AUTHORITY	BOND INT EXP DRWF	995.000	000	6,698.18
03/31/2022	DWRF	1009 (E)	ROWE PROFESSIONAL SERVICES COMPANY INVOICE 0102294		300.000	000	2,065.00
				INVOICE 0102299	300.000	000	20,715.00
				CHECK DWRF 1009(E) TOTAL FOR FUND			<u>22,780.00</u>
				Total for fund 591 WATER			29,885.18
			TOTAL - ALL FUNDS				256,613.94

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

**CHARTER TOWNSHIP OF OSCODA**  
**Superintendent's Report**  
**April 11, 2022**

**ACTION ITEMS**

**Rowe Engineering Invoices for Approval –**

Your packet contains invoices from Rowe Engineering for approval and payment from the following Funds:

- Invoice # 101877                      \$3,902.50 - 101-299-821.000 Grant Services(CDBG, Consumers, MEDC)
- \$3,090.00 – DWRF Checking
- TOTAL \$6,992.50**

**2022 DWRF Project (Phases C, D,E)**

- Inv # 101153                      \$2,505.00 - DWRF Checking

- Invoice # 102498                      \$550.00 – 101-299-821.000 Grant Services (CDBG, Consumers, MEDC)
- \$377.00 – 101-299-821.000
- \$12,767.50 – DWRF Checking
- TOTAL \$13,694.50**

**A-TON TREE SERVICES – TREE REMOVAL QUOTE –**

Your packet contains a quote from A-Ton Tree service for four locations in the Township needing tree removal, trimming and stump grinding. The Township has been using this company for tree trimming and removal since 2019. The total cost for these four locations, which include Township Hall, Oscoda Beach Park, the Cemetery and Old Orchard Park would be \$15,550.00 and if approved together we would receive a discount of \$800.00. (Bringing the total to \$14,750.00) This service requires Township Board approval.

*Action: I would ask that the Board approval the A-Ton tree removal and trimming quote in the amount of \$14,750.00 for the entire proposal. To be paid from Funds 101-265-974.100 \$5,800.00, 101-276-956.000 \$2,200.00, 509-000-890.000 \$1,250.00, 101-250-956.000 \$6,300.00.*

**GREAT LAKES FIREWORKS COST UPDATE –**

As I had mention at last month's meeting, I had been waiting on feedback from Great Lakes Fireworks regarding pricing for 2022's show. The Board agreed to have a budget of \$12,000.00 for this year's event. On March 30<sup>th</sup>, I received an email correspondence from Mr. Bruce Tyree with GLF. He stated that due to increase in shipping, fuel, insurance, and labor of around 30%, there would be no way they could absorb those costs. He did however offer options to abate the deficit.

The first option would be to increase our display to make up for the price increase and maintain the same show (Total \$15,600). The second option would be to keep the current budget and have a decreased display. Lastly, the Township could vote to land in the middle of the \$12,000 budget and the increase (\$15,600).

*Action: I would ask that the Board consider all three options and make a decision on the 2022 Fireworks display.*

Respectfully Submitted,

A handwritten signature in blue ink that reads "Tammy Kline". The script is cursive and fluid, with the first name "Tammy" and last name "Kline" clearly distinguishable.

Tammy Kline



# ROWE PROFESSIONAL SERVICES COMPANY

540 S. Saginaw St., Ste 200  
Flint, Michigan 48502  
Phone: (810) 341-7500  
Fax: (810) 341-7573  
[www.rowepsc.com](http://www.rowepsc.com)

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

February 28, 2022  
Project No: 18C0068  
Invoice No: 101877

Project Mgr Rick Freeman

Project	18C0068	Oscoda Charter Township As-needed Services		
Task	5001			
Professional Personnel				
		Hours	Rate	Amount
Graduate Landscape Arch				
Strozier, Blake		23.00	105.00	2,415.00
Graduate Landscape Arch				
Strozier, Blake		9.50	105.00	997.50
Senior Project Manager				
Schultz, Doug		3.50	140.00	490.00
Totals		36.00		3,902.50
Total Labor				3,902.50
Total this Task				\$3,902.50
Task	2001	As-needed Requests		
Professional Personnel				
		Hours	Rate	Amount
Project Manager				
Beckman, Sean		1.50	140.00	210.00
Director of Engineering				
Freeman, Rick		16.00	180.00	2,880.00
Totals		17.50		3,090.00
Total Labor				3,090.00
Total this Task				\$3,090.00
Total Amount Due				\$6,992.50



ROWE Professional Services Company is pleased to accept ACH payments. Please  
email [accounting@rowepsc.com](mailto:accounting@rowepsc.com) for more information.

**Billing Backup for Invoice # 101877**

Oscoda Charter Township As-needed Services

Rowe Job #18C0068

Professional Services through February 28, 2022

<b>DATE</b>	<b>Employee</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total</b>
2/01 – 2/28/2022	Strozier, Blake	32.50	105.00	3,412.50
2/01 - 2/28/2022	Schultz, Doug	9.50	140.00	490.00

**Task 5001****Grant Application**

- **Miscellaneous sources (Consumers Energy, MEDC, CBDG, etc.)**

<b>Total Task 5001</b>				<b>\$3,902.50</b>
------------------------	--	--	--	-------------------

2/01 – 2/28/2022	Beckman, Sean	1.50	140.00	210.00
2/01 - 2/28/2022	Freeman, Rick	16.00	180.00	2,880.00

**Task 2001****As-Needed Design Services**

- **2022 DWRF Project (Phases C, D, E) data for Part 1 and Part 2 application**
- **DWRF/C2R2 Funding brake down**

<b>Total Task 2001</b>				<b>3,090.00</b>
------------------------	--	--	--	-----------------

<b>Total Invoice #101877</b>				<b>\$6,992.50</b>
------------------------------	--	--	--	-------------------



# ROWE PROFESSIONAL SERVICES COMPANY

540 S. Saginaw St., Ste 200  
Flint, Michigan 48502  
Phone: (810) 341-7500  
Fax: (810) 341-7573  
[www.rowepsc.com](http://www.rowepsc.com)

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

January 31, 2022  
Project No: 18C0068  
Invoice No: 101153

Project Mgr Rick Freeman

Project		18C0068	Oscoda Charter Township As-needed Services		
Task	2001	As-needed Requests			
Professional Personnel					
			Hours	Rate	Amount
Project Surveyor					
Myers, Marvin			6.50	120.00	780.00
Director of Engineering					
Freeman, Rick			4.00	180.00	720.00
*Graduate Engineer					
Carlson, Madison			5.00	105.00	525.00
Totals			15.50		2,025.00
Total Labor					2,025.00
				Total this Task	\$2,025.00
Task	4005	Survey Office			
Professional Personnel					
			Hours	Rate	Amount
Project Surveyor					
Myers, Marvin			4.00	120.00	480.00
Totals			4.00		480.00
Total Labor					480.00
				Total this Task	\$480.00
				Total Amount Due	\$2,505.00



ROWE Professional Services Company is pleased to accept ACH payments. Please  
email [accounting@rowepsc.com](mailto:accounting@rowepsc.com) for more information.



**Billing Backup for Invoice # 101153**

Oscoda Charter Township As-needed Services

Rowe Job #18C0068

Professional Services through January 31, 2022

<b>DATE</b>	<b>Employee</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total</b>
1/01 – 1/31/2022	Meyers, Marvin	10.50	120.00	1,260.00
1/01 - 1/31/2022	Freeman, Rick	4.00	180.00	720.00
1/01 – 1/31/2022	Carlson, Madison	5.00	105.00	525.00

**Task 2001****As-Needed Design Services**

- **2022 DWRF Project (Phases C, D, E) budget review and coordination with Township and EGLE on continuing application process.**

**Total Invoice #101153****\$2,505.00**



# ROWE PROFESSIONAL SERVICES COMPANY

540 S. Saginaw St., Ste 200  
Flint, Michigan 48502

Phone: (810) 341-7500

Fax: (810) 341-7573

[www.rowepsc.com](http://www.rowepsc.com)

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

April 4, 2022

Project No: 18C0068

Invoice No: 102498

Project Mgr Rick Freeman

Project 18C0068 Oscoda Charter Township As-needed Services  
Task 2001 As-needed Requests

## Professional Personnel

	Hours	Rate	Amount	
Assistant Project Engineer				
Kalakay, Samantha	5.00	110.00	550.00	
Totals	5.00		550.00	
<b>Total Labor</b>				<b>550.00</b>
<b>Total this Task</b>				<b>\$550.00</b>

Task 4005 Survey Office

## Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Sorenson, Cole	1.00	137.00	137.00	
Project Surveyor				
Myers, Marvin	2.00	120.00	240.00	
Totals	3.00		377.00	
<b>Total Labor</b>				<b>377.00</b>
<b>Total this Task</b>				<b>\$377.00</b>

Task 5000

## Professional Personnel

	Hours	Rate	Amount	
Graduate Landscape Arch				
Strozier, Blake	83.50	105.00	8,767.50	
Senior Project Engineer				
Soteropoulos, Michael	10.00	125.00	1,250.00	
Westbrook, Justin	7.50	125.00	937.50	
Senior Engineering Technician				
Blouir, Tracy	1.50	100.00	150.00	
Pearce, Donald	.50	100.00	50.00	
Senior Project Engineer				
Soteropoulos, Michael	.50	125.00	62.50	



ROWE Professional Services Company is pleased to accept ACH payments. Please email [accounting@rowepsc.com](mailto:accounting@rowepsc.com) for more information.

Project	18C0068	Oscoda Charter Township As-needed Serv	Invoice	102498
Graduate Landscape Arch				
Strozier, Blake	8.00	105.00	840.00	
Senior Project Manager				
Hemeyer, Amanda	4.00	140.00	560.00	
Senior Engineering Technician				
Blouir, Tracy	1.50	100.00	150.00	
Totals	117.00		12,767.50	
<b>Total Labor</b>				<b>12,767.50</b>
		<b>Total this Task</b>		<b>\$12,767.50</b>
		<b>Total Amount Due</b>		<b>\$13,694.50</b>



ROWE Professional Services Company is pleased to accept ACH payments. Please email [accounting@rowepsc.com](mailto:accounting@rowepsc.com) for more information.

**Billing Backup for Invoice # 102498**

Oscoda Charter Township As-needed Services

Rowe Job #18C0068

Professional Services through March 31, 2022

<b>DATE</b>	<b>Employee</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total</b>
3/01 – 3/31/2022	Kalakay, Samantha	5.00	110.00	550.00
<b>Task 2001</b>	<b>Grant Application</b>			
	<ul style="list-style-type: none"><li>Miscellaneous sources (Consumers Energy, MEDC, CBDG, etc.)</li></ul>			
<b>Total Task 2001</b>				<b>\$550.00</b>
3/01 – 3/31/2022	Sorenson, Cole	1.00	137.00	137.00
3/01 - 3/31/2022	Myers, Marvin	2.00	120.00	240.00
<b>Task 4005</b>	<b>Furtaw Field Research</b>			
<b>Total Task 4005</b>				<b>377.00</b>
3/01 – 3/31/2022	Stozier, Blake	91.50	105.00	9,607.50
3/01 – 3/31/2022	Soteropoulos, Michael	10.50	125.00	1,312.50
3/01 – 3/31/2022	Westbrook, Justin	7.50	125.00	937.50
3/01 – 3/31/2022	Blouir, Tracy	3.00	100.00	300.00
3/01 - 3/31/2022	Pearce, Donald	0.50	100.00	50.00
3/01 – 3/31/2022	Hemeyer, Amanda	4.00	140.00	560.00
	<ul style="list-style-type: none"><li>Graphics/Mapping/Project Estimating for Grant Applications</li><li>DWRF/C2R2 Funding brake down</li></ul>			
<b>Total Task 5000</b>				<b>12,767.50</b>
<b>Total Invoice #102498</b>				<b>\$13,694.50</b>

Invoice:00003272022-1

**A-Ton**



**Tree & Debris**

Date: 3/27/22

Client:

Oscoda police department

Removal of 2 large maple near building on the east side.

Pruning of 2 linden trees on the eastside Elevation and pruning of the dead top n line clearance

Chipping brush and hauling away.

Leave wood in miscellaneous lengths

Grinding 1 stump 4-6" deep in lawn leaving grindings in or near the stump hole.

Flush cutting other stump in the landscape

\$5800.00

Oscoda cemetery

Removal of 1 very dead oak

Chipping and hauling away brush

Leaving wood in miscellaneous Lengths

Grinding stump leaving grindings in or near the stump hole

Pruning 4-6 major dead limbs on another oak leaving on the ground no.  
Chipping

2,200.00

Old orchard Park

Removal of one dead pine near building.

Chipping and dumping woodchips on site

Grinding stump.

Grinding additional 20 stumps ×35\$

\$1250.00

Oscoda Beach park

Removal of 2 large cottonwood by the building \$2500.00

Removal of one very large cottonwood near wires 2000.00

Pruning of 1 large hollow lead from center cottonwood 400.00

Removal of large cottonwood and Grinding stump instead of Pruning

\$2500.00 ( in my opinion we prune and look at the center decay from the aerial  
lift where I will be able to see up close and decide

Grinding stumps from all removals

Pruning deadwood and heavily weighted limbs of 3 Siberian elms

Near building and boardwalk

Chipping all above brush Leaving wood in miscellaneous lengths

\$1400.00

Total of \$8400.00 or \$6300.00

Total for all 4 places = 15,550

If okayed all together apply 800.00 discount

For a combined total of \$14,750

Payment in full upon completion

If in agreement with the contract above please sign below and or reply saying so

X \_\_\_\_\_

*Work Done:*

*Total amount due:*

Please send Checks payable to:

A-TON TREE  
170 Isabella Rd  
Midland MI, 48640

Thank you,  
Wes Buhl,  
ISA certified Arborist  
A-Ton Tree





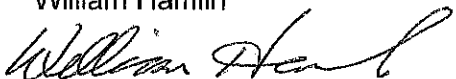
# Memo

**To:** Tammy Kline Township Superintendent  
**From:** William Hamlin / Dpw Supervisor  
**cc:**  
**Date:** 4/8/2022  
**Re:** Tree trimming

---

I recommend the quote from Aton tree service for Twp hall trees and cemetery. Also trees at Oscoda beach park. The township chose his service Three years ago when we went out for bids we was the only company to respond. I was really pleased with his work.

William Hamlin



**CHARTER TOWNSHIP OF  
OSCODA**

**Zoning Department**

## **Memo**

**To:** Board of Trustees

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

**Date:** April 11, 2022

**Re:** Ordinance Revisions and New Ordinance

---

Board of Trustees,

Attached are five Ordinance Revisions and a new Ordinance to replace an existing Ordinance. The revisions are for: Commercial Marihuana Facilities Ordinance 2021-270, Chapter 20 Parks and Recreation, Section 4.20 F-Forestry District, Section 4.15 WB-3 Wurtsmith Business District and Section 6.2.6 Accessory Structures on Vacant Lots. The new Ordinance, Article V Planned Unit Development will replace the existing Planned Unit Development Ordinance. All changes are highlighted yellow, with strikethrough's being removed and non-strikethroughs being added.

The Planning Commission approved these at their 4/4/2022 meeting. Typically the County would hold a 30 day review period, but due to them not having a full Planning Commission, I asked them to waive their right to that review period and they agreed through resolution.

Thank you,

Nichole Vallette



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-0034

## ORDINANCE NUMBER 2021-270

# COMMERCIAL MARIHUANA FACILITIES ORDINANCE

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

### ORDAINS:

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

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

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

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

### SECTION 1.1 PURPOSE

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

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

## SECTION 1.2 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION 1.3 AUTHORIZATION OF FACILITIES AND FEES

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

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

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



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

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

- A. No person shall operate a Commercial Recreational Marihuana Facility in the Charter Township of Oscoda without a valid Marihuana Facility Permit issued by the Charter Township of Oscoda and shall operate pursuant to the provisions of this ordinance.
- B. No person shall operate a Designated Consumption Establishment, be allowed to operate a Temporary Marihuana Event license and subsequently be appointed a Marihuana event organizer which shall operate within the Township.
- C. The requirements set forth in this ordinance shall be in addition to, and not in lieu of, any other licensing or permitting requirements imposed by the applicable federal, state or local laws, regulations, codes or ordinances.
- D. At the time of application for a Marihuana Adult Use Establishment license, an applicant, to be eligible for this license, must have complied with applicable Township regulations and be issued prequalification status for such license by the State of Michigan's Marihuana Regulatory Agency.
- E. At the time of application, each applicant shall pay a non-refundable application fee to defray the costs incurred by the Township set by resolution of the Charter Township of Oscoda Board of Trustees, not to exceed any limitations imposed by Michigan Law.
- F. A new or renewal permit shall not confer any vested rights or reasonable expectation of subsequent renewal on the applicant or permit holder and shall remain valid for one year.
- G. Each year, any pending application for renewal of existing permits shall be reviewed and granted or denied before application for new permits are considered.
- H. It is the sole and exclusive responsibility of each current or prospective permit holder to at all times during its' operation or application period, immediately provide Oscoda Township with all material changes in any information previously provided that may materially affect any state or local permit.
- I. In the event there are filed more applications for recreational use permits than are allowed in the Township, the competing applicants shall be evaluated and scored in accordance with competitive criteria established by the Township Board of Trustees and in accordance with the requirements of the *Michigan Regulation and Taxation of Marihuana Act*. The higher or highest scoring applicant(s) shall be awarded the available permits, provided that all other requirements of this Ordinance are satisfied.

- J. No permit issued under this ordinance may be assigned or transferred to any person, firm, organization or other entity unless:
1. The proposed transferee's business does not expand or alter the scope or nature of the current permit holder's permitted business
  2. The transferred permit will not apply to any other premises than the originally permitted premises, and
  3. The proposed transferee has submitted an application, fees and all necessary and required supporting documentation required under this Ordinance and has been granted special land use approval of such transfer pursuant to and in accordance with the requirements of this Ordinance and other applicable ordinances and state law as if such transferee were the applicant for the original permit being transferred.
- K. The original local permit issued under this ordinance shall be prominently displayed in the facility in a location where it can be readily viewed by the public, law enforcement or administrative officials at all times.
- L. Acceptance by the permit holder of a permit constitutes consent by the permit holder and its owners, officers, managers, agents and employees for any state, federal or local law enforcement to conduct random, unannounced examination of their facility and all articles of property therein at any time to ensure compliance with this ordinance, the permit or local and state regulations.
- M. A permit holder may not engage in any other marihuana facility on the permitted property or premises without first obtaining a separate local permit.
- N. No permit shall be granted or renewed for a Commercial Recreational Marihuana Facility in a residence, building or area not specifically zoned for that purpose.
- O. Receiving and maintaining a valid Marihuana Facility License issued by the State of Michigan is a condition for the issuance and maintenance of a marihuana facility permit under this ordinance and continued operation of any marihuana facility.

## **SECTION 1.5 APPLICATION FOR PERMITS**

- A. An application for a permit to operate a Commercial Recreational Marihuana Facility must be on a form provided by Charter Township of Oscoda and shall be submitted to the Township Planning & Zoning Director along with the following information:
1. The name, address, phone number and email address of the applicants and the type of proposed Commercial Recreational Marihuana Facility.

2. The names, home addresses and personal phone numbers for all owners, directors, officers and managers of the proposed Commercial Recreational Marihuana Facility.
3. Seven (7) copies each of the following:
  - a. Documentation showing the applicant's valid tenancy, ownership or other legal interest in the property and premises proposed to be permitted. If the applicant is not the owner of the proposed permitted property and/or premises, a notarized statement from the owner of such property, authorizing its' use for a Commercial Recreational Marihuana Facility.
  - b. If the applicant is a corporation, non-profit organization, limited liability company or any other entity other than a natural person, indicate its legal status and attach a copy of all company formation documents (including amendments), proof of registration with the State of Michigan and a certificate of good standing.
  - c. A photocopy of a valid, unexpired drivers license or state issued identification card for all owners, directors, officers and managers of the proposed facility.
  - d. Evidence of a valid sales tax license for the business if such a license is required by state law or local regulations.
  - e. Application for a sign permit if a sign is being proposed.
  - f. The non-refundable application fee as set by the Charter Township of Oscoda Board of Trustees.
  - g. Business and Operations Plan, showing in detail the Commercial Recreational Marihuana Facilities proposed plan of operation, including without limitation, the following:
    - i. A description of the type of facility proposed and the anticipated or actual number of employees.
    - ii. A security plan meeting the requirements of section 1.10 of this ordinance, which shall include a general description of the security system(s), current centrally alarmed and monitored security system service agreement for the proposed permitted premises, and confirmation that those systems will meet Michigan requirements and be approved by the Department prior to commencing operations.
    - iii. A description by category of all products to be sold.

- iv. A list of Material Safety Data Sheets, as required by Occupational Safety and Health Administration, which shall include all nutrients, pesticides, and other chemicals proposed for use in the proposed facility.
  - v. A description and plan of all equipment and methods that will be employed to stop any impact to adjacent uses, including enforceable assurances that no odor will be detectable from outside of the permitted premises.
  - vi. A plan for the disposal of marihuana and related byproducts that will be used at the proposed facility.
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- h. A statement as to whether any applicant has ever applied for or has been granted any Commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction or nonrenewal, including the licensing authority, the date each action was taken and the reason for each action.
  - i. Signed and sealed (by Michigan registered architect, surveyor or professional engineer) site plan and interior floor plan of the permitted premises and the permitted property.
  - j. Information regarding any other Commercial Recreational Marihuana Facility that the applicant is currently authorized to operate in any other jurisdiction within Michigan, another state or country and the applicant's involvement in each facility.
  - k. Application for Special Use Permit to be issued by the Charter Township of Oscoda Planning Commission.
  - l. Application for site plan review to be issued by the Charter Township of Oscoda Planning Commission.
  - m. Any other reasonable information required under Chapters 8 and/or 9 of this Ordinance and/or requested by the Charter Township of Oscoda that is considered to be relevant to the processing or consideration of the application.
  - n. Information obtained from the applicant or proposed permit holder is exempt from public disclosure under The Freedom of Information Act and state law, except as such disclosure may be necessary for purposes of and/or

divulged by the applicant during the course of the public hearing held on the application.

- B. Upon receipt of the application and accompanying documentation, the Charter Township of Oscoda Planning & Zoning Director shall accept the application and assign it a sequential application number by facility type based on the date and time of acceptance. The Planning & Zoning Director shall act to process an application not later than fourteen (14) business days from the date the application was accepted. If the application is deemed complete, the Planning & Zoning Director shall forward all information to the Planning Commission and establish a date for public hearing and Planning Commission review.
- C. An application is valid for 90 days from the processing date issued by the Charter Township of Oscoda Planning & Zoning Director. If an application remains incomplete beyond 90 days, the application shall be null, and void and the applicant shall forfeit the application fee. The Planning & Zoning Director may, at his discretion, extend this period an additional 90 days.
- D. Preliminary approval means only that the applicant has submitted a valid application for a Commercial Recreational Marihuana Facility Permit, and the applicant shall not locate or operate a facility without obtaining all other permits and approvals required by all other applicable ordinances and regulations of the Township, County and State of Michigan. The permits and approvals required include but are not limited to:
  - 1. Special Use Permit as issued by the Charter Township of Oscoda Planning Commission per Chapter 9 of the Charter Township of Oscoda Zoning Ordinance.
  - 2. Site plan approval from the Charter Township of Oscoda Planning Commission per Chapter 10 of the Charter Township of Oscoda Zoning Ordinance.
- E. Upon preliminary approval by the Charter Township of Oscoda Planning Commission, the initial annual permitting fee shall be paid to the Charter Township of Oscoda Treasurer, via the Planning & Zoning Director, prior to the issuance of a Commercial Recreational Marihuana Facility Permit. If the fee has not been received within 60 days from the date of the Planning Commissions preliminary approval, the applicant will have forfeited its application, the application shall become null and void, and the permit shall be available to another applicant.
- F. Within 10 business days of the Charter Township of Oscoda Board of Trustees approval of the Special Use Permit and Commercial Recreational or other Marihuana Facility Permit and payment of the first annual non-refundable local permitting fee, the Charter Township of Oscoda Planning & Zoning Director shall issue the Commercial Recreational or other Marihuana Facility Permit in the order of the previously assigned sequential application number.

## **SECTION 1.6 PERMIT RENEWAL**

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

## **SECTION 1.7 OPERATIONAL REQUIRMENTS**

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

- A. **Scope of Operation.** Commercial Recreational Marihuana Facilities shall comply with all respective applicable codes of the local zoning, building and health departments. The facility must hold a valid local permit and State Commercial Recreational Marihuana Facility license for the type of facility intended to be carried out on the permitted property. The facility owner, operator or licensee must have documentation available that local and state sales tax requirements, including holding any licenses, if applicable, are satisfied.
- B. **Location.** Each Commercial Recreational Marihuana Facility shall be operated only from the permitted premises on the permitted property. No Commercial Recreational Marihuana Facility shall be permitted to operate from a moveable, mobile or transitory location, except for a permitted and licensed secure transporter when engaged in the lawful transport of Marihuana.
- C. No person under the age of twenty-one (21) shall be allowed to enter into a Commercial Recreational Marihuana Facility.
- D. **Security.** Permit holders shall at all times maintain a security system that meets State Law requirements, and shall also include the following:
  - 1. Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the facility;

2. Robbery and burglary alarm systems which are professionally monitored and operated 24 hours a day, 7 days a week.
  3. A locking safe permanently affixed to the permitted premises that shall store all usable marihuana and cash remaining in the facility overnight;
  4. All marihuana in whatever form stored at the facility shall be kept in a secure manner and shall not be visible from outside the facility, nor shall it be grown, processed, exchanged, transferred, displayed or dispensed outside the facility.
  5. All security recording and documentation shall be preserved for at least 72 hours by the permit holder and made available to any law enforcement upon request for inspection.
- E. **Sale of Marihuana.** Marihuana and marihuana products offered for sale and distribution must be packaged and labeled in accordance with the laws of the State of Michigan.
- F. **Sign Restrictions.** Signs for Commercial Marihuana Facilities must conform to chapter 3 of the Charter Township of Oscoda Zoning Ordinance and the laws of the State of Michigan.
- G. **Use of Marihuana.** The sale, consumption or use of alcohol and tobacco products on the permitted property is prohibited. Smoking or consumption of controlled substances, including Marihuana, on the permitted property is prohibited.
- H. **Outdoor growing.** Growth and cultivation of marihuana outdoors is permitted in the Industrial and Agricultural Districts provided the visibility, minimum lot size and setback requirement are met as provided in Special Land Use Standards of the Charter Township of Oscoda Zoning Ordinance.
- I. **Indoor Activities.** All activities of Commercial Marihuana Facilities, including without limitation, distribution, growth, cultivation, processing or the sale or preparation and loading for transfer of marihuana, and all other related activity permitted under the facilities license or permit must occur indoors. The facilities operation and design shall minimize any impact to adjacent uses, including the control of odor by maintaining and operation an air filtration system so that no odor is detectable outside the permitted facility. Secure Transporters and permitted Outdoor Growers are exempt from the air filtration requirement. Indoor growing operations are permitted only in the Industrial and Agricultural Districts.
- J. **Unpermitted Growing.** Only the entity named in a permit may grow at a Commercial Marihuana grow facility.

**Additional Conditions.** The Charter Township of Oscoda Board of Trustees may impose such reasonable terms and conditions on a Commercial Recreational Marihuana Facility special use as

may be necessary to protect the public health, safety and welfare, and to obtain compliance with the requirements of this ordinance and applicable law.

## **SECTION 1.8 APPLICABILITY**

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

## **SECTION 1.9 PENALTIES AND ENFORCEMENT**

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

## **SECTION 1.10 SEVERABILITY**

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

## **SECTION 1.11 CONSTRUCTION**

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

## **SECTION 1.12 EFFECTIVE DATE**

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



**CERTIFICATION**

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

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

## Chapter 20

### PARKS AND RECREATION\*

#### Article I. In General

Sec. 20-1. Penalty for violation of chapter.

Secs. 20-2-20-30. Reserved.

#### Article II. Use of Parks and Contiguous Parking Lots

Division 1. Generally

Sec. 20-31. Power boats.

Sec. 20-32. Tents and house trailers.

Sec. 20-33. General use regulations.

Sec. 20-34. Prohibited acts.

Secs. 20-35-20-55. Reserved.

Division 2. Alcoholic Beverage Permits

Sec. 20-56. Required.

Sec. 20-57. Application contents.

Sec. 20-58. Issuance denied to certain persons.

Sec. 20-59. Duration.

Sec. 20-60. Investigation; grant or denial.

Sec. 20-61. Appeals to the township board.

Secs. 20-62-20-90. Reserved.

#### Article III. Camping

Sec. 20-91. Definitions.

Sec. 20-92. Prohibited generally; exceptions.

Sec. 20-93. Reserved.

Sec. 20-94. Camping on personal property exempted from article provisions.

Sec. 20-95. Warnings to leave camp; refusal constitutes violation of article.

Secs. 20-96-20-125. Reserved.

Sec. 20-126.

Sec. 20-127.

Sec. 20-128.

Sec. 20-129.

Sec. 20-130.

#### Article IV. Ski Trails

Purpose of article.

Definitions.

Application of article provisions.

Prohibited acts.

Exemptions.

\***Cross References-Environment**, Ch. 12; streets, sidewalks and other public places, Ch. 26; waterways, Ch. 34.

**State law** references-Township parks, MCL 41.421 et seq., **MSA 5.2441 et seq.**;  
recreation and playgrounds, MCL 123.51 et seq., **MSA 5.2421 et seq.**

## **CD20:1**

### **OSCODA CHARTER TOWNSHIP CODE**

Secs. 20-131-20-160. Reserved.

#### **Article V. User Fees and Permits**

##### **Division 1. Generally**

Sec. 20-161. Posting of article provisions.

Sec. 20-162. Penalties for violation of article.

Sec. 20-163. Launch fee required.

Sec. 20-164. Recreational vehicle site rental fee required.

Sec. 20-165. User fee schedule.

Secs. 20-166-20-185. Reserved.

Sec. 20-186.

Sec. 20-187.

Sec. 20-188.

##### **Division 2. Permits**

Seasonal launch permits; availability; period of validity.

Display-Recreational vehicle site permit.

Same-Launch ramp permit; term defined.

CD20:2

PARKS AND RECREATION § 20-33

#### **ARTICLE I. IN GENERAL**

##### **Sec. 20-1. Penalty for violation of Chapter.**

Any person which violates any of the provisions of this Chapter shall be deemed guilty of a civil infraction and shall be punished in accordance with section 1-10. In addition, any person violating the provisions of this Chapter may be required to leave the Township Park or place of recreation by the supervisor in charge of such park or place of recreation.

(Ord. No. 113, § 5, 8-22-1965; Ord. No. 142, § 9, 5-16-1977; Ord. No. 184, § 6, 8-22-1991)

**Secs. 20-2-20-30. Reserved.**

#### **ARTICLE II. USE OF PARKS AND CONTIGUOUS PARKING LOTS\***

##### **DIVISION 1. GENERALLY**

Sec. 20-31. Power boats.

Boat trailers shall not be parked within township parks or places of recreation except during the hours of operation of the park. All local, state, and federal boating regulations will shall be adhered to.

(Ord. No. 113, § 2, 8-22-1965)

##### **Sec. 20-32. Tents and house trailers.**

No tents or house trailers shall be allowed within Township parks or places of recreation except as allowed in the Township campground.

(Ord. No. 113, § 3, 8-22-1965)

##### **Sec. 20-33. General use regulations.**

(a) *Fires.* Any fires for cooking must be made within the grills provided for the purpose or within privately owned grills which are designed to retain the ashes and prevent their deposit upon the ground. Except for camp fires that are established and maintained in the Township's campground, no fires shall be built directly upon the ground in ~~the other~~ daily use parks.

(b) *Rubbish.* All trash, bottles, cans and other debris must not be allowed to remain upon the ground, nor ~~deposited upon on~~ any beaches, nor in any lakes, streams, rivers or other waters situated within or adjoining park areas.

(c) *Picnic tables.* Picnic tables ~~must not be used by one family or one group for longer than one hour at a time and must be allowed to be circulated among the occupants of the park or place of recreation.~~ are for the use of the patrons of the park on a first-come, first-served basis.

\*State law reference-Authority to adopt rules and regulations for the use of places of recreation, MCL 41.422 ~~MSA 5.2442.~~  
CD20:3

#### § 20-33 OSCODA CHARTER TOWNSHIP CODE

(d) *Property of Township.* Township property shall not be damaged or destroyed and shall be treated with respect for the next user.

(e) *Hours.* Daily use ~~of~~ Township parks and places of recreation shall be open from 7:00 a.m. until 10:00 p.m., unless otherwise posted, or with prior approval, and shall be closed to the public during the remainder of the day and night.

~~however, the township board, by resolution, may permit the use of certain areas within township parks or places of recreation as being specifically designated for snowmobile use, including trail areas and designated parking lots, between the hours of 7:00 a.m. and 1:00 a.m. of the following day from November 1 until April 1.~~

(f) *Dogs or other animals.* No dogs or other animals shall be allowed within Township parks and places of recreation unless the same are on a leash or kept within a secure container which prohibits their release. ~~It is understood that~~ The immediate removal of any fecal matter ~~be is the responsibility promptly removed by~~ of the animal's ~~owner.~~ caregiver. ~~No dogs or other animals will be allowed on the designated Public Beach area at Foote Site Park or Ken Ratliff Park.~~

(g) *Use of Firearms and other weapons.* ~~No firearms, BB guns, air guns, compressed air guns, bow and arrows, slingshots or any other weapons shall be used upon and within park grounds. Must adhere to State and Federal law.~~ Use of Firearms and other weapons is strictly governed by state law.

(h) *Servicing of automobiles and other vehicles.* No automobiles, trailers or any other vehicle shall be washed, polished or repaired in or upon any park grounds.

(i) *Speed limit.* No vehicle shall travel within the park grounds at a speed in excess of ten miles per hour.

(Ord. No. 113, § 4, 8-22-1965; Ord. No. 142, § 2, 5-16-1977; Ord. No. 211, § 4, 2-9-1998)

#### **Sec. 20-34. Prohibited acts.**

No person in any park or parking lot owned or operated by the Township shall:

(1) *Pollution of waters.* Throw, discharge or otherwise place or cause to be placed in the waters of any pond, bay, lakeshore, river or other body of water in or adjacent to any park, any substance or matter of thing, liquid or solid, which will or may result in the pollution of said waters.

(2) *Trash; use of receptacles.* ~~Have brought in or shall dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse, or other~~

trash. No such refuse or trash shall be placed on any waters in or contiguous to any park, or parking lot contiguous with any park, or left anywhere on the grounds thereof; but shall be placed in the proper receptacles where these are provided. Household trash shall not be deposited in Township receptacles.

(3) The operation of vehicles on beaches, picnic areas or other areas not designated as roadways or parking is prohibited. Operate a motorized vehicle on any beach, picnic area, or areas other than parking lots which are contiguous to or in conjunction with parks, except that operation of snowmobiles may be permitted by resolution of the township board, from November 1 to April 1, in designated locations within the park area, subject to appropriate conditions and regulations which shall be set forth in the resolution.

(4) *Washing motor vehicles.* Washing cars, motorcycles, vans or other vehicles is prohibited.  
CD20:4

#### **PARKS AND RECREATION § 20-57—Delete Section**

(5) *Operating sound systems.* Operate a stereo or high fidelity music player, record player, radio, public address system, with external speakers, or speakers which can be detached from the radio, or record player, or where the speaker system is connected to the receiver or radio or record player by extension wires.

(6) *Fires.* Except for those fires started or used in fire boxes, commercially produced cooking grills, grills that are furnished by the township or in the campfire pits at the township's campground, it shall be unlawful for any person to start, use, or participate in the starting or using of a fire in any park owned or operated by the Charter Township of Oscoda.

(7) *Public intoxication.* Be found to be intoxicated by the effects of consuming alcoholic beverages.

(8) *Disorderly conduct.* Act in a disorderly manner so as to be offensive or threatening to other persons in the park.

(Ord. No. 142, § 8, 5-16-1977; Ord. No. 210, § 1, 2-9-1998)

Secs. 20-35-20-55. Reserved.

#### **DMSION DIVISION 2. ALCOHOLIC BEVERAGE PERMITS**

##### **Sec. 20-56. Required.**

It shall be unlawful for any person, group, business or organization to serve alcoholic beverages, including beer and wine, as part of a group gathering, civic event or other party function of any kind whatsoever in any park or parking lot connected with or part of a park located within the Township, without first having obtained a permit therefor.

(Ord. No. 142, § 3, 5-16-1977)

##### **Sec. 20-57. Application contents.**

An approved application for a permit to serve alcoholic beverages shall be made to the township clerk and shall contain the following information: obtained prior to the event.

(1) The name, age and address of the applicant/person or party that is assuming responsibility for the event in which alcohol will be consumed. In the case of a co-partnership, the persons who are the co-partners; in case of a corporation, the objects for which it was organized, and the names and addresses of the officers and directors.

(2) The purpose and/or function at which alcoholic beverages will be consumed.

(3) An estimate of the amount of alcoholic beverages to be consumed as well as the types of alcoholic beverages.

CD20:5

§ 20-57 OSCODA CHARTER TOWNSHIP CODE

(4) A written statement that swears and attests that the applicant and or responsible party has not been convicted of a felony or any of the liquor control laws of the state.

Such written statement shall be witnessed by a notary public.

(Ord. No. 142, § 3(a), 5-16-1977)

#### **Sec. 20-58. Issuance denied to certain persons.**

No permit to consume or possess or control alcoholic beverages pursuant to this Article shall be issued ~~to~~, unless proof of State licensing and insurance is provided.

(1) A person who has been convicted of a felony.

(2) A person who has been convicted of a violation of the liquor laws of the state.

(3) A person who proposes to make a personal profit from the consumption or use of alcoholic beverages on township property.

(Ord. No. 142, § 4, 5-16-1977)

#### **Sec. 20-59. Duration.**

Each permit issued under this Article shall be for a the period of 24 hours, subject, however, to the regulations of this article as to the opening and closing of township parks. Approved by the Township Board, approved via through the application.

(Ord. No. 142, § 5, 5-16-1977)

#### **Sec. 20-60. Investigation; grant or denial. ~~DELETE-REPEALED~~**

Upon receipt of the application for a permit to serve alcoholic beverages in a park or parking lot connected with or a part of a park located within the township, the township clerk shall forward the application to the township superintendent, who shall make such investigation as he/she deems necessary and shall, within five days, either grant or deny the permit.

(Ord. No. 142, § 6, 5-16-1977)

#### **Sec. 20-61. Appeals to the Township board. ~~Zoning Board of Appeals~~ REPEALED**

Any person aggrieved of a decision of the township superintendent, Board of Trustees with respect to a permit to serve alcoholic beverages in a park or parking lot connected with or part of a park located within the township, may appeal such decision to the township board ~~Zoning Board of Appeals~~ at its next regular meeting, or at a requested special meeting. The township board ~~Zoning Board of Appeals~~ may review the decision of the superintendent ~~Township Board~~ and either grant or deny a permit, in accordance with this article.

(Ord. No. 142, § 7, 5-16-1977)

#### **Secs. 20-62-20-90. Reserved.**

CD20:6

PARKS AND RECREATION § 20-125

### **ARTICLE III. CAMPING**

#### **Sec. 20-91. Definitions.**

The following words, terms and phrases, when used in this Article, shall have the meanings

ascribed to them in this Section, except where the context clearly indicates a different meaning:  
*Campsite* means any place where any bedding, sleeping bag or other sleeping matter is placed, established or maintained, whether or not such place incorporates the use of any tent, lean-to, shack or other structure, or any vehicle or part thereof.

*To camp* means to set up or to remain in or at a campsite.

(Ord. No. 184, § 1, 8-22-1991)

**Cross reference-Definitions generally, § 1-2.**

#### **Sec. 20-92. Prohibited generally; exceptions.**

It is unlawful for any person to camp in or upon any Township sidewalk, street, alley, lane, park, public right-of-way or any other property, public or private, located in the Township, unless the person is camping in a licensed campground or on State or United States Forest Service property designated for camping by either the State or the United States Forest Service or the campsite is established on property that has a valid building permit issued for the purpose of constructing an authorized permanent principle structure and the campsite is being utilized in accordance with the temporary building provisions of the Township zoning ordinance (Ordinance No. 165) as amended.

(Ord. No. 184, § 2, 8-22-1991; Ord. No. 184-1, § 2, 5-10-1999)

#### **Sec. 20-93. Reserved.**

#### **Sec. 20-94. Camping on personal property exempted from article provisions.**

Persons who are camping on property with the approval of the owner(s), and such camping is incidental to the property's use as a single-family residence, shall be exempt from the provisions of this Article. At any one time, campsites on personal property will be limited to two of any combination of the following: tents, pick-up campers, travel trailers, motor homes, or any other such similar items.

(Ord. No. 184, § 4, 8-22-1991)

#### **Sec. 20-95. Warnings to leave camp; refusal constitutes violation of article.**

No person shall be convicted of violating this article unless such person shall continue to camp for more than 30 minutes after receiving a warning to leave. ~~Such warning shall be given by a police officer.~~

(Ord. No. 184, § 5, 8-22-1991)

#### **Secs. 20-96-20-125. Reserved.**

CD20:7

### **§ 20-126 OSCODA CHARTER TOWNSHIP CODE**

#### **ARTICLE IV. SKI TRAILS**

##### **Sec. 20-126. Purpose of Article.**

The purpose of this Article is to provide rules and regulations for the use of public cross country ski trails and downhill ski trails within the Township.

(Ord. No. 168, § 1, 1-13-1986)

##### **Sec. 20-127. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Vehicle* means any conveyance including motor vehicles, trailers, campers, tricycles, bicycles (motorized or not), motorcycles, motorized all-terrain vehicles, snow vehicles or any vehicle propelled by other than muscular power.

(Ord. No. 168, § 3, 1-13-1986)

**Cross reference-Definitions generally, § 1-2.**

##### **Sec. 20-128. Application of Article provisions.**

This Article shall apply to all ski trails owned, leased and/or operated or acquired by permit by the Township.

(Ord. No. 168, § 2, 1-13-1986)

**Sec. 20-129. Prohibited acts.**

It shall be unlawful for any person to:

(1) Operate a vehicle on any ski trail in the Township.

(2) Hold any ski race, or other organized ski event, unless prior written notice is given to the clerk of the Township at least 20 days before the scheduled event.

(Ord. No. 168, § 4, 1-13-1986)

**Sec. 20-130. Exemptions.**

No provision of this article shall make unlawful any act necessarily performed by any officer or employee of the Township in the line of duty or work as such, or by any person or employees in the proper and necessary execution of the terms of any agreement with the Township, including authorized trail-grooming equipment and other vehicles used for maintenance.

(Ord. No. 168, § 5, 1-13-1986)

**Secs. 20-131-20-160. Reserved.**

CD20:8

PARKS AND RECREATION § 20-185

**ARTICLE V. USER FEES AND PERMITS\***

**DIVISION 1. GENERALLY**

**Sec. 20-161. Posting of Article provisions.**

The Township ~~superintendent~~ shall cause signs to be posted at each park entrance giving notice of this Article.

(Ord. No. 199, § 7, 4-25-1994)

**Sec. 20-162. Penalties for violation of Article.**

(a) *Launching of watercraft.* All persons who violate the provisions of this Article with regard to launching of watercraft, shall may have their launch vehicle and/or trailer towed and impounded to be released upon payment of launch fees and towing fees, and subject to punishment in accordance with Section 1-10.

(b) *Recreational vehicle campsites.* All persons that violate the provisions of this Article with regard to recreational vehicle campsite fees shall may have their vehicle towed and impounded to be released upon payment of campsite rental fees and towing fees, and be further subject to punishment in accordance with Section 1-10.

(Ord. No. 199, §§ 8, 9, 4-25-1994)

**Sec. 20-163. Launch fee required.**

Any person launching a watercraft at a launch ramp located in a park operated, owned or operated by the Township shall first pay a launch fee as provided in section 20-165.

(Ord. No. 199, § 1, 4-25-1994)

**Sec. 20-164. Recreational vehicle site rental fee required.**

Any person who occupies a recreational vehicle campsite in a park owned or operated by the Township shall first pay a site rental fee as provided in section 20-165.

(Ord. No. 199, § 2, 4-25-1994)

**Sec. 20-165. User fee schedule.**

The user fee schedule for Township Park facilities is as established from time to time by resolution of the Township board and a copy of such schedule is on file and available in the Township offices.

(Ord. No. 199, § 3, 4-25-1994)



**Secs. 20-166-20-185. Reserved.**

**\*Cross reference-Finance, § 2-151 et seq.**

CD20:9

## **§ 20-186 OSCODA CHARTER TOWNSHIP CODE**

### **DIVISION 2. PERMITS**

#### **Sec. 20-186. Seasonal launch permits; availability; period of validity.**

Seasonal launch permits shall be available at the Township **clerk's Treasurer's** office. The seasonal permit shall be valid from April 15 to November 15 of the year it is issued.

(Ord. No. 199, § 4, 4-25-1994)

#### **Sec. 20-187. Display-Recreational vehicle site permit.**

Recreational vehicles **sited** in campsites shall display **the a valid** permit in a window of the recreational vehicle clearly visible to the outside or affixed to the front of the recreational vehicle clearly visible to the street in front of the campsite.

(Ord. No. 199, § 5, 4-25-1994)

#### **Sec. 20-188. Same-Launch ramp permit; term defined.**

Launch ramp permits shall be displayed in the windshield of the launch vehicle clearly **visibly** showing the permit number. For the purposes of this Article the term "launch vehicle" shall be defined as a vehicle which is connected to a boat and/or watercraft trailer. It shall be unlawful for any boat and/or watercraft trailer to be left at a park site without being connected to a launch vehicle.

(Ord. No. 199, § 6, 4-25-1994)

**Cross reference-Definitions generally, § 1-2.**

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## **Section 4.20 F, Forestry District:**

1. **Intent and Purpose:** To promote the development of wooded areas of the Township in a manner which promotes small forestry operations, wildlife management, and other compatible uses.
2. **Principal Uses:**
  - A. Publicly-owned and operated Parks, Parkways, and other Publicly-owned Outdoor Recreational Facilities;
  - B. Campgrounds;
  - C. Forest Industries Including Sawmills and Their Related Sales;
  - D. Forest Nurseries and Seed Gathering;
  - E. Forestry Services;
  - F. Seasonal Goods;
  - G. Community Events;
  - H. Golf Courses and Country Clubs;
  - I. Cemeteries;
  - J. Hunting and Trapping Operations;
  - K. Nurseries, Greenhouses, Wholesale and Retail, production;
  - L. Horseback Riding Trails and Stables;
  - M. Tree Cutting Services;
  - N. One-Family Dwelling Units;
  - O. Kennels;
  - P. Private Garages;
  - Q. Outhouse (Privy);
  - R. Fish and Game Propagation (Hatcheries and Farms);
  - S. Cabins/Cottages.<sup>6</sup>
3. **Special Permit Uses:**
  - A. Commercial Outdoor Recreation;
  - B. Communication Towers, except that which might apply under the terms of the Oscoda-Wurtsmith Airport Zoning Manual;
  - C. Sanitary Landfills;
  - D. Excavation;
  - E. Gunnery Ranges;
  - F. Outdoor Theaters;
  - G. Landscape Contractors and Suppliers;
  - H. Reserved;<sup>252</sup>

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- I. Fraternal Organizations and Clubs;
  - J. Alternative energy generation, private and commercial;
  - K. Veterinary Clinics;
  - L. RV Parks;
  - M. Landfills;
  - N. Hospitals;
  - O. Composting;
  - P. Community Use Facility, Private;
  - Q. Fish Cleaning Station;
  - R. Open Space Preservation;<sup>7</sup>
  - S. Bed and Breakfast Establishments;<sup>15</sup>
  - T. Multi-Family Dwellings;
  - U. Apartments;
  - V. Condominiums;
  - W. Townhouses;
  - X. Site Condos;
  - Y. Planned Unit Developments.
4. **Accessory Uses and Temporary Structures:** See Section 2.2, Use, Accessory and Structure, Temporary, for definitions and permitted uses.
5. **Lot, Building, Yard Requirements:**
- A. **Lot:** Area, five (5) acres minimum;
  - B. **Principal Building:** Height, thirty-five (35) feet maximum; stories, two (2) maximum; area, eight hundred fifty (850) SF minimum.
  - C. **Yard:** Front, twenty-five (25) feet FLL minimum; side, twenty (20) feet minimum; rear, twenty-five (25) feet minimum.
6. **Special Notes:**
- A. Fence and greenbelts shall be in accordance with Section 6.13.
  - B. Antennas: Same as for R-1 District. See also Section 6.25.
  - C. Road side setback along US-23, F-41 and M-65 shall be thirty-five (35) feet as measured from the highway right-of-way.<sup>3</sup>
  - D. At a minimum, front yard setback requirements shall be met for any property that adjoins a road. Any structure to be constructed on a front, rear or side yard, that abuts a road, shall allow for a setback from said road with a minimum distance of the relevant front yard setback for that district.<sup>2</sup>
  - E. Cabins/Cottages may be built to a minimum of four hundred (400) square feet of floor area. Cabins/Cottages shall only be built upon a parcel that has a minimum land area of ~~ten (10) five (5)~~ acres. Cabins/Cottages shall ~~be set back a minimum of three hundred (300) feet from all property lines.~~
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follow R-1 setback requirements. Cabins/Cottages shall only be built in accordance with the design standards that are described by Section 6.28.<sup>6</sup>

F. Open Space Preservation.<sup>7</sup>

- (1) Applicable to residential development only.
- (2) New parcels created shall comply with P.A. 288 of 1967, as amended (Land Division Act).
- (3) A maximum of fifty (50) percent of any parent parcel buildable area may be divided into new parcels equaling the total number of dwellings allowed for the entire parcel of land within this district. At least fifty (50) percent of the parent parcel shall be kept as open space in perpetuity by conservation easement, plat dedication, restrictive covenant, or other legal means acceptable to the Planning Commission. Example: Total parent parcel area is thirty (30) acres divided by five (5) acres per dwelling equals six (6) dwellings, which would allow six (6) parcels. When the requirements of Open Space Preservation are satisfied, six (6) parcels would be allowed on fifteen (15) acres or less.

G. All non-conforming properties must meet all standards for the R-1, Low Density Residential District, as to lot, building, and yard requirements.

(Amd. of 3-28-2019, 02-2022)

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## **Section 4.15 WB-3 Wurtsmith Business District (Outside Wurtsmith Airport Authority District):**

1. **Intent and Purpose:** To provide for the adaptive reuse of existing structures and properties within the former Wurtsmith Air Force Base.
2. **Principal Uses:**
  - A. Governmental, Non-Profit or Institutional Offices;
  - B. Non-Profit Recreational Facilities;
  - C. Nursing Homes;
  - D. Convalescent Centers;
  - E. Day Care Centers;
  - F. Medical and Dental<sup>6</sup> (Offices Located Within the Former Wurtsmith Air Force Base Hospital);
  - G. Non-Profit Community Theaters;
  - H. Public Facilities;
  - I. Youth or Adult Education and Training Centers, Including Schools (Public, Private and Parochial);
  - J. Convention and Conference Centers;
  - K. Reserved;<sup>6</sup>
  - L. Research and Development;
  - M. Reserved;<sup>6</sup>
  - N. Reserved;<sup>6</sup>
  - O. Places of Worship;
  - P. Community Events;
  - Q. Museums;
  - R. Professional Services (greater than four thousand (4,000) square feet of interior floor space for each use);<sup>6</sup>
  - S. Advertising Firms;<sup>7</sup>
  - T. Catering Services;<sup>7</sup>
  - U. Elderly Housing;<sup>7</sup>
  - V. Mail Order Companies;<sup>7</sup>
  - W. Pool and Spa Sales;<sup>7</sup>
  - X. Printing Companies;<sup>7</sup>
  - Y. Radio/TV Stations (No Towers);<sup>7</sup>
  - Z. Recording Studios;<sup>7</sup>
  - AA. Saddlery and Harness Sales;<sup>7</sup>
  - BB. Technical Services;<sup>7</sup>

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CC. Wrecker/Towing Services.

3. **Special Permit Uses:**

- A. Alternative energy generation, private;
- B. Hospitals;
- C. Publicly-owned and operated Parks, Parkways, and other Publicly-owned Outdoor Recreational Facilities;
- D. Community Use Facility, Private;
- E. Retail Sales that are accessory or incidental to one of the other principal or special permitted uses;<sup>6</sup>
- F. Warehouse and Distribution Centers;<sup>14</sup>
- G. Medical Marihuana Provisioning Center;
- H. Medical Marihuana Safety Compliance Facility;
- I. Marihuana Recreational Retailer
- J. Marihuana Safety Compliance Facility
- K. Aircraft Component Repair;
- L. Light Manufacturing;
- M. Vehicle repair and maintenance;
- N. Tow Lot/Impound Yard;
- O. Columbariums;
- P. Multi-Family Dwellings;
- Q. Apartments;
- R. Condominiums;
- S. Townhouses;
- T. Site Condos;
- U. Planned Unit Development;
- V. Marihuana Provisioning Center;

**W. Residential Housing**

4. **Accessory Uses and Temporary Structures:** Within the WB-3 District, wholesale and retail sales of products that have been manufactured, produced, or reconditioned on site is permitted when such sales activity is clearly incidental and accessory to the principal use of the property.<sup>6</sup> See Section 2.2, "Use, Accessory" and "Structure, Temporary," for definitions and permitted uses.

5. **Lot, Building, Yard Requirements:** As currently configured for existing structures and for their future additions. All new construction on property that is vacant, or had an existing structure that is greater than fifty (50) percent destroyed, and construction is permitted, after the effective date of this ordinance amendment shall comply with the following requirements:

- A. **Lot:** Area, five thousand (5,000) SF minimum; width, fifty (50) feet minimum; coverage, eighty-five (85) percent maximum.

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- B. **Principal Building:** Height, fifty (50) feet<sup>2</sup> maximum; stories, four (4) maximum; area six hundred (600) SF minimum.
6. **Performance Standards:** All activities conducted within the WB-3 zoning district shall be subject to the performance standards set forth in Section 4.15A, Paragraph 7, Special District Requirements.<sup>9</sup>
7. **Special Notes:**
- A. Businesses abutting residences shall provide opaque fencing or screening in accordance with Section 6.13.
  - B. Off-street parking and loading/unloading areas must be provided in accordance with Section 6.7.
  - C. Setbacks subject to site plan approval.
- (Amd. of 7-26-2018; Amd of 8-7-2019; Amd. of 12-12-2019; Ord. No. 2021-270, 8-12-2021; Amd. of 10-18-2021)

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### Section 6.2.6 Accessory Structures on Vacant Lots<sup>255</sup>

The Township recognizes that occupants of waterfront properties commonly have boats, trailers, other recreational vehicles and other items that require storage on at least a seasonal basis, often in open yard areas, and also recognizing that waterfront lots are often small in size, which limits the placement of traditional storage structures in accordance with the other provisions of this Section. The Township also recognizes that the outdoor storage of such items may have a blighting effect on the surrounding neighborhood. Therefore, the owner of a waterfront property which contains a residence may acquire a vacant lot on the opposite of the street or road and construct an accessory structure on it, subject to Special Land Use permit approval, as specified in Article IX of this Ordinance, and in accordance with the provisions below.

1. The majority of the frontage of the vacant lot to be used for the accessory structure shall be located directly across the street or road from the waterfront lot containing the owner's residence.
2. The accessory structure shall not contain a residence or dwelling unit, nor shall any part of the accessory building be used for human habitation at any time.
3. The accessory structure and the yard areas surrounding it shall not be used for any commercial or business use, including the storage of materials, vehicles or other items used for commercial or business purposes.
4. **No bathroom facilities shall be provided in the accessory structure. The accessory structure must follow Oscoda Township Utility Ordinance 2019-265 if installing water and/or sewer.**
5. The accessory structure shall not be used to house or support animals of any type.
6. The placement of the accessory structure on the lot shall maintain sufficient space to also allow for the subsequent construction of a dwelling unit which would comply with the minimum dwelling unit size and setback requirements of the applicable zoning district.
7. The accessory structure shall not exceed one thousand six hundred (1,600) square feet in area or twenty (20) feet in height, and be in compliance with the requirements under 6.2.3(b), (d), (e), and (i) of "Detached Accessory Structures".
8. The accessory structure shall be constructed in compliance with Section 6.2.4.
9. The opposing lot with the accessory structure shall not contain more than one (1) detached accessory structure.
10. When applying for a Special Land Use permit to construct the accessory structure, the applicant shall provide to the Planning Commission copies of a proposed restrictive covenant to be applied to both lots which would restrict the use of the accessory structure and lot for only the private storage needs of the owner of the waterfront lot and specifying that the two (2) lots shall not be sold or mortgaged separately unless such sale is first approved by the Township in accordance with paragraph 11 below. If a Special Land Use permit is approved, the owner shall execute and duly record the restrictive covenants with the County Register of Deeds, and shall provide copies of the executed and recorded documents to the Township Zoning Administrator before any actual construction permit(s) may be issued.
11. The Zoning Administrator shall approve a request to sell one (1) of the two (2) lots if one (1) of the following requirements is met:
  - (a) The existing or prospective owner of the accessory structure obtains a demolition permit and removes the accessory structure within six (6) months;



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- (b) The prospective owner of the accessory structure lot obtains a permit to construct a new dwelling unit on the lot, initiates construction within six (6) months and completes construction of the dwelling within one (1) year; or
  - (c) The prospective owner of the accessory structure lot owns and occupies a dwelling on an adjacent lot and legally combines the two (2) lots.

## ARTICLE V- PLANNED UNIT DEVELOPMENT

### Section 5.1 – Purpose:

This article provides an optional method of land development, hereinafter referred to as Planned Unit Development (PUD), which incorporates into a single development plan the design, location and arrangement of all uses, buildings, drives, parking areas, utilities, landscaping, and other improvements and amenities. Deviation from specific use and site development standards of this Chapter may be allowed provided that the intent and purpose of this chapter and article are achieved and is within the goals and objectives of the Township's Master Plan. Planned Unit Development zoning is intended to serve a number of purposes:

- 1) To encourage innovation in the use of land and buildings and variety in the design, density, layout and types of buildings and uses;
- 2) To achieve economy and efficiency in the use of land, natural resources and energy;
- 3) To encourage the provision of useful public and private open space;
- 4) To promote better housing, employment and shopping opportunities particularly suited to the needs of the residents of the Township; and
- 5) To assure that all PUDs are designed and constructed such that compatibility is achieved with surrounding land uses.

The approval of a PUD shall constitute an amendment to this Chapter and Zoning Map. Approval under the provisions of this article, including the approved final PUD plan, conditions imposed, the PUD agreement discussed in **Section 5.6 (2)(a)**, and any other supporting documentation provided by an applicant as a condition of approval shall constitute the amendment and become an integral part of this Article. The location of the PUD shall also be indicated on the Zoning Map.

#### Zoning Ordinance 165 Article V

### Section 5.2 - Qualifying criteria:

A proposed PUD project must satisfy the following criteria in order to be eligible for approval under the provisions of this Article. The PUD must:

- 1) Be under the control of a single applicant (an individual, partnership, corporation, limited liability company ~~or group of individuals, partnerships, corporations, or limited liability companies~~);
- 2) Result in a recognizable and substantial benefit to the users of the PUD and the community, and; ~~provide a higher quality of development than could be achieved under the application of conventional zoning regulations;~~
- 3) Be consistent with the ~~city's~~ Township's Master Plan;
- 4) Not have an unreasonably negative economic impact on surrounding properties; and
- 5) Improve the appearance of the Township through quality building and site design, landscaping, the preservation of historic sites or structures, and the provision of public or private open space.

#### Zoning Ordinance 165 Article V

### Section 5.3 - PUD design standards:

1) PUDs must comply with the regulations of this section. In cases where modifications to the following regulations may be justified for a specific PUD, such modifications must be approved by the Oscoda Township Board of Trustees on recommendation of the Planning Commission. Before making such a recommendation, the Planning Commission must find that such modifications will be consistent with:

- a) The purpose of PUD zoning set forth in Section 5.1;
- b) The criteria for PUD eligibility established under Section 5.2; and
- c) In general accordance with the regulations of this section Article.

2) Specific PUD design standards are as follows:

- a) **Location:** A PUD may be approved in any zoning district.
- b) **Permitted uses:** Any land use authorized by this Ordinance may be included in a PUD as a principal or accessory use, subject to the following regulations:

- i) A reasonably harmonious relationship will shall exist between uses, buildings and structures located within a proposed PUD, and uses, buildings and structures on adjacent lots in the project area. The PUD will be compatible with the Oscoda Township Master Plan.

- ii) Residential and nonresidential uses are encouraged within a PUD provided they are compatible, complementary, in close proximity to one another, and, if appropriate, demonstrative of the urban design principles of the Township's Master Plan.

- iii) The mix and physical arrangement of uses within a PUD is found to be consistent with the public health, safety or and welfare.

- iiii) ~~The uses identified in Section 5.3 b), marihuana facilities, shall not be permitted in a PUD as they are not deemed compatible with residential uses, which are encouraged in a PUD, as set forth in subsection 2), above.~~

3) **Density of residential development:** Maximum permitted densities and total number of dwelling units shall be established during the PUD review and approval process, based on the following regulations:

- a) Excellence of design, including but not limited to innovative energy efficient design;
- b) High quality public or private open space;
- c) Improvements, both public and private, which help assure vehicular and pedestrian convenience and safety;

- d) Public facilities which would enhance the long-term viability of the PUD and allow for more efficient use of land; and

- e) An increase in the density of development which would address a demonstrated need in the community.

4) **Setback, spacing and lot area regulations:** Minimum lot size, setback and other dimensional regulations applicable to buildings, structures and improvements shall be determined during the PUD review and approval process, taking into account the following considerations:

- a) The overall design objectives of a particular PUD, such as traditional neighborhood design\*;

- b) The degree of compatibility between adjoining uses within a PUD;

- c) The characteristics of a particular PUD site;

- d) The need for adequate amounts of light, air and open space between buildings and uses; and

- e) The need for unobstructed access to all buildings, structures and uses by emergency services vehicles.

5) **Parking and loading areas:** Parking and loading areas shall be established in accordance with the regulations of Article VI, Section 6.7.1. Relief from the strict application of those regulations may be granted by the Planning Commission based on the urban design principles of the Township's Master Plan, and taking into account the following considerations:

- a) The overall design objectives of a particular PUD, such as traditional neighborhood design\*; and

- b) The characteristics of a particular PUD site.

\*Maintaining setbacks, square footage requirements, etc., to remain consistent with traditional neighborhoods

6) **Landscaping and screening:** Landscaping and screening shall be provided in accordance with the regulations of Article VI, Section 6.9.4, Landscaping, Groundcover and Open Space, and Article VI, Section 6.13, Greenbelt, Walls and Fences. Relief from the strict application of these regulations may be granted by the Planning Commission based on the urban design principles of the Township's Master Plan, and taking into account the following considerations:

- a) The character of existing landscaping on adjoining lots; and
- b) The degree of compatibility between adjoining uses within the PUD and buildings and uses on adjacent lots in the project area; and
- c) The characteristics of a particular PUD site.

7) **Nonmotorized transportation:** Every PUD shall accommodate nonmotorized transportation in the form of paved sidewalks, bike paths and/or bike lanes. Where feasible, this circulation system shall provide access to open spaces and other on-site amenities, parking and loading areas, and connect to existing and planned sidewalks and bike paths on adjacent properties.

8) **Natural features:** Planned unit developments shall be designed to promote preservation of natural resources and natural features.

9) **Integrated design:** Planned unit developments shall be of integrated design with respect to building materials, landscaping, signage (Article III- Signs) and lighting.

10) **Other considerations:** During the process of reviewing and approving a PUD, the Planning Commission and Oscoda Township Board of Trustees may identify other considerations relevant to the PUD including but not limited to street capacity, storm drainage and utility capacity and design.

#### Zoning Ordinance 165 Article V

### Section 5.4 - Informal PUD review process:

Applicants shall submit to the Zoning department materials for informational and advisory review and consultation with the Zoning Director, relevant Township departments, and a representative of the Planning Commission prior to filing formal applications for PUD Zoning. The purpose of this process is to provide applicants with information pertinent to the Township's development policies and regulations, and to present an overview of the procedural and material regulations of the formal PUD application, review and approval process. Materials presented and discussed during this informal process shall be for informational purposes only and shall not be binding on either the applicant or the Township. A meeting within one to two weeks of preliminary application submission will be scheduled by the Zoning Director. There shall be no fee for this informal review process.

An applicant must submit an informal PUD plan which includes the following information in order to initiate the process described in this Section:

- 1) The name, address and telephone number of the developer of the PUD. The proposed name of the PUD, if any;
- 2) A location map, scale and north arrow;
- 3) The exterior boundaries (with dimensions) of the proposed PUD. The location and name(s) of abutting streets. Ownership (if known) and use of abutting properties;
- 4) The area of land comprising the proposed PUD in acres and square feet;
- 5) The type(s) and location of land use(s) proposed for inclusion in the proposed PUD, and an indication of the approximate land area to be devoted to each use;
- 6) The approximate location of lots and buildings with an indication as to the use of each;
- 7) Driveways providing ingress and egress to the proposed PUD;
- 8) Routes for vehicular and pedestrian circulation, parking and loading areas;

- 9) Open space, common and recreation areas; and
- 10) Natural features, including stands of trees, drainage and water courses and wetlands.

#### Zoning Ordinance 165 Article V

### **Section 5.5 - Application for formal PUD review and approval process:**

The approval of an application for PUD zoning requires an amendment to this chapter and the zoning map. Approval under the provisions of this article, including the approved final PUD plan, conditions imposed, the PUD agreement discussed in Section 5.6 (2)(a), and any other supporting documentation provided by an applicant as a condition of approval shall constitute the amendment and become an integral part of this chapter. The location of the PUD shall also be indicated on the zoning map.

Applications for PUD zoning shall be submitted to the Zoning Director, and shall consist of the following materials and information:

- 1) A completed application form;
- 2) The application fee;
- 3) Three sets of plans at 24 by 36 inches; ten sets, Z-folded, at 11 by 17 inches; and if requested one digital copy in a format designated by the Planning Commission of a site plan illustrating all information required by Section 7.3 Site Plan and the following information:
  - a) The name, address and telephone number of the developer(s) of the PUD. The proposed name of the PUD, if any;
  - b) A Date, location map, scale and north arrow;
  - c) The zoning classification, use and ownership of abutting properties, including the general location of buildings and structures thereon;
  - d) The type(s) of land use(s) proposed for inclusion in the PUD, and an indication of the approximate land area to be devoted to each use;
  - e) The proposed location of lots, indicating the use of each;
  - f) Driveways providing ingress and egress to the PUD, routes for vehicular and pedestrian circulation and parking and loading areas, streets and walkways adjacent to the site;
  - g) Location and method of screening refuse and outdoor storage areas.
  - h) Open space, common and recreation areas;
  - i) Natural features, including stands of trees, drainage, and water courses and wetlands;
  - j) Proposed landscaping, screening, walls and fences, (Section 6.13) (the types, size and numbers of materials proposed may be included in tabular form on the PUD plan, or may be included in tabular form on a separate landscaping plan);
  - k) Exterior lighting fixtures with specifications as to height and type of luminaires;
  - l) Improvements proposed for on-site management of stormwater; and a copy of Oscoda Township Utility Ordinance 2019-265 will be provided to the applicant; and
  - m) A general schedule for completion of the PUD, including the phasing or timing of development.

#### Zoning Ordinance 165 Article V

### **Section 5.6 - Formal PUD review and approval process:**

- 1) **Planning Commission review and recommendation:**

- a) **First Read:** At a regularly scheduled or special Planning Commission meeting

b) **Public hearing:** The Planning Commission shall conduct a public hearing on an application for PUD zoning. Notification of the public hearing shall be given in accordance with the Michigan Zoning Enabling Act, PA 110 of 2006 as amended.

c) **Review and recommendation:** The Planning Commission shall review all information submitted with the application for PUD zoning, all reports concerning the application prepared by Township staff and comments made during the public hearing. Within a reasonable period of time following such review, the Planning Commission shall make a recommendation to the Board of Trustees that it approve, approve with conditions or deny approval of the application. Such recommendation shall be based on the Planning Commission's consideration of the proposed PUD in light of the purpose of this Article, and the criteria and standards set forth in Sections 5.2 and 5.3. Any conditions imposed must be consistent with the regulations of the Michigan Zoning Enabling Act, PA 110 of 2006 as amended. The Planning Commission's recommendation, including findings of fact and conditions imposed, shall be reported to the Oscoda Township Board of Trustees.

## 2) **Board of Trustees action:**

a) **Review and decision:** Following receipt of the Planning Commission's report, the Board of Trustees shall conduct a public hearing on an application for PUD zoning. Notification of the public hearing shall be given in accordance with the regulations of the Michigan Zoning Enabling Act, PA 110 of 2006 as amended. Following the public hearing, the Board of Trustees may approve, approve with conditions or deny approval of the application. The Board of Trustees decision on the application shall be based on its consideration of the Planning Commission report and its consideration of the PUD in light of the purpose of this Article, and the criteria and standards set forth in Sections 5.2 and 5.3. The Oscoda Township Board of Trustees shall set forth in a resolution its conclusions on the application, the basis for its decision, the decision, and any conditions relating to an affirmative decision.

In the case of an affirmative decision, the Board of Trustees shall instruct the Township attorney to prepare an agreement to be entered into by the Township and applicant. Such agreement shall be made part of the Board of Trustees resolution on the application. The agreement shall include, at minimum:

- i. A legal description of the property included in the PUD;
- ii. The conditions upon which approval of the PUD is based;
- iii. The type(s) of use(s) to be established in the PUD;
- iv. A listing of all final PUD plans, documents and other pertinent materials submitted by the applicant, and an indication of the dates on which such materials were submitted;
- v. A description of all improvements to be undertaken by the applicant or the Township in conjunction with applicable Township Code of Ordinances and Zoning Ordinance 165, to include including but not limited to Ordinance 2019-265, Water and Sewer; and
- vi. A description of all easements to be dedicated by the applicant to the Township or any public utility.

b) **Amendment to this Chapter:** The approval of a PUD under the provisions of this Article shall constitute an amendment to this Chapter and the Zoning Map. Approval under the provisions of this Article, including the Board of Trustees/Planning Commission's reports on the PUD, the approved final PUD plan, any conditions imposed, and any other supporting documentation required as a condition of approval shall constitute the amendment. Notification of such amendment shall be published in accordance with the regulations of the Michigan Zoning Enabling

Act, PA 110 of 2006 as amended. The location of the PUD shall be indicated by appropriate notation on the city Township's official Zoning Map.

#### Zoning Ordinance 165 Article V

### Section 5.7 - Amendments to approved PUDs:

- 1) **Minor changes:** Minor changes in the location, siting or character of buildings, structures and improvements may be authorized at the discretion of the Zoning Director, if required by engineering or other circumstances not foreseen at the time the PUD was approved.
- 2) **Other changes:** All other changes must be made under the procedures for PUD zoning set forth in this Article.

#### Zoning Ordinance 165 Article V

### Section 5.8 - Reserved.





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

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**ORDINANCE NUMBER 2022-271  
TOWNSHIP OF OSCODA  
IOSCO COUNTY**

**AN ORDINANCE TO AMEND THE OSCODA TOWNSHIP CODE OF  
ORDINANCES TO ADD A CODE OF ETHICS**

THE CHARTER TOWNSHIP OF OSCODA ORDAINS:

**PART I. CODE OF ETHICS**

**1.01. Purpose.** The proper operation of democratic government requires that elected and appointed township officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals there is hereby established a code of ethics for all township officials and employees. The purpose of this code is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the township and by directing disclosure by such officials and employees of a financial interest in matters affecting or involving the township. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the Township of Oscoda.

**1.02. Definitions.**

*Township official* means a person elected, appointed or otherwise serving in any capacity with the township in any position established by the Charter Township Act or by township ordinance, other than as an employee.

*Compensation* means money, property, or anything of value or benefit.

*Employee* means a person hired by the township, whether on a full-time, part-time, temporary or irregular basis.

*Financial interest* means any of the following: (a) receipt of, entitlement to, or promise of compensation; (b) an ownership interest in real or personal property (c) status as a partner, member, employee, consultant, contractor or agent of or for a partnership or any other unincorporated entity; (d) status as a beneficiary or trustee in or of a trust; (e) status as a director, officer, employee, consultant, contractor or agent of or for a corporation; and (f) legal or beneficial ownership of 5% or more of the total outstanding stock of a corporation. A township official and employee shall be deemed to have a financial interest if a relative of any official or employee has a financial interest.



*Gift* means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, personal items, and honoraria for speaking engagements.

*Relative* means a township official or employee, his or her spouse, domestic partner, siblings, parents, grandparents, children, or step-children.

*Official duty or official action* means a decision, recommendation, approval, disapproval or other action or failure to act by a township official or employee.

### **1.03. Responsibilities of Public Office and Employment.**

- (a) Township officials and employees are agents of public purpose and hold office or employment for the benefit of the public. They are bound to observe in the performance of their official duties and actions the highest standards of morality and to discharge faithfully the duties of their office or employment regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.
- (b) All township officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons with whom they have contact, and in the performance of their official duties, and by avoiding conduct which may tend to undermine respect for township officials and employees and for the township as a public body.
- (c) Township officials and employees of the municipality should be loyal to the objectives expressed by the electorate and the programs developed to attain those objectives and should adhere to the rules of conduct and/or work and performance established as the standard for their positions.
- (d) Township officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
- (e) Township officials and employee shall not grant any special consideration, treatment, or Information acquired in one's public position will not be used for personal advantage.
- (f) Township officials and employees shall comply with the applicable provisions of state law related to conflicts of interest and state laws regulating the conduct of public officials and employees.
- (g) Township officials and employees shall not request or permit the use of township-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official business.
- (h) Because of the value of the independent advice of boards, commissions and committees to the public decision-making process, members of the township board shall refrain from using their position to unduly influence the deliberations, outcomes or recommendations of board, commissions and committee proceedings.

### **1.04. Political Activity.**

- (a) Township employees are prohibited from engaging in campaign activities using township property or engaging in such activity during working hours and shall comply with the Political Activities by Public Employees Act, Public Act 169 of 1976, MCL 15.401 et seq., as amended.
- (b) Elected township officials are prohibited from soliciting township employees to work on political campaign activities using township property or during working hours and shall comply with the Michigan Campaign Finance Act, Public Act 388 of 1976, MCL 169.201 et seq., as amended.
- (c) Township officials and employees shall not use any township time or property for their own political benefit or for the political benefit of any other person seeking elective office, provided that the foregoing shall not prohibit the use of property or facilities available to the general public on an equal basis for due consideration paid.

#### **1.05. Conflict of Interest.**

- (a) No township official or employee, whether paid or unpaid, shall engage in any business or transaction or have a financial interest (as defined in section 1.02), direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
- (b) Examples of conflicts of interest are enumerated below for the guidance of officials and employees:
  1. *Incompatible employment or service.* No township official or employee shall engage in or accept private employment or render services in any capacity including, but not limited to as a consultant, contractor or agent, to an individual or entity when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his official duties.
  2. *Disclosure of confidential information.* No township official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the township. Nor shall he or she use such information to advance the financial interest of himself or herself or others, including relatives.
  3. *Gifts and favors.* No township official or employee shall accept any gift (as defined in section 1.02), from any person who, or entity which, to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the township; nor shall any such official or employee:
    - a. Accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her duties; or
    - b. Grant in the discharge of his or her duties any improper favor, service, or thing of value.

Any individual, institution, corporation, organization or service club wishing to bestow a gift, grant, or service to the township or any of its component departments shall

make a request for such bestowal at a regularly scheduled meeting of the township board.

4. *Representing private interest before township agencies or courts.* No township official or employee shall appear on behalf of private interests before any agency of the township. No township official or employee shall represent private interests in any action or proceeding against the interests of the township in any litigation to which the township is a party.
5. *Contracts with the township.*
  - a. Except as provided in Sections 3 and 3a of Act 317 of 1968 (Contracts of Public Servants with Public Entities), a township official or employee shall not be a party, directly or indirectly, to any contract between himself or herself and the township.
  - b. Except as provided in Section 3 of Act 317 of 1968, a township official or employee shall not directly or indirectly solicit any contract:
    - i. Between the township and him or herself;
    - ii. Between the township and any firm, meaning a co-partnership or other unincorporated association, of which he or she is a partner, member, or employee;
    - iii. Between the township and any private corporation in which he or she is a stockholder owning more than one percent of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000.00 if the stock is listed on a stock exchange or of which he or she is a director, officer or employee; or
    - iv. Between the township and any trust in which he or she is a trustee or beneficiary.
  - c. In regard to a contract described in subsections (b)(5)b.i-iv above, a township official or employee shall not do either of the following:
    - i. Take any part in the negotiations for such a contract or the renegotiation or amendment of the contract, or in the approval of the contract, or
    - ii. Represent either party in the transaction.
6. *Official duties; official actions.*
  - a. With respect to matters not involving a contract covered by subsection (b)(5) above, a township official shall not vote on or participate in discussions on a matter before the township board which involves an entity, property or an issue in which the official has a financial interest, or if the official has a financial interest in the outcome of the matter before township board. For example, an official should not discuss or vote on whether or not to:
    - i. Condemn, sell, grant a variance, or otherwise affect property; or

- ii. Waive a fee or grant a license; or
  - iii. Approve legislation, with respect to an entity, property or with respect to an issue in which the official has a financial interest.
- b. A township employee shall not make a recommendation, take any action or make any decision on any matter within the scope of his/her official duties with respect to which he has a financial interest.
- 7. *Personal opinions.* No township official or employee of the township shall represent his or her personal opinion as that of the township.
- 8. *Business transactions.* No township official or employee shall engage in any business or transaction in which he or she or a relative may directly or indirectly benefit financially because of his or her official position or because of receipt of confidential information which he or she has obtained by reason of such position or authority.
- 9. *Preferential treatment.* No township official or employee shall use, or attempt to use, his or her official position to secure, request or grant any compensation, privilege, exemption, advantage, or treatment for himself, herself, or others, beyond that which is available to every other citizen.
- 10. *Township official's own conduct.* No township official shall vote on any questions involving the official's own conduct including those of recusal and discipline.
- (c) It is recognized that various boards and committees are part of the plan of government for the township. As such, it is further recognized that by virtue of the various requirements for board membership, a member may be placed in the position of participating in a decision that may directly or indirectly affect his or her financial interest. Therefore, those members of the various boards and committees in the township, as they may be established from time to time, shall refrain from participating in any discussion, voting or taking any action with respect to a matter that may, directly or indirectly, affect his or her financial interest.
- (d) No township official or employee shall acquire any financial interest in or accept any employment with or render any services in any capacity including, but not limited to, as a consultant, contractor or agent, with any entity which, or person who either:
  - 1. Has entered into a contract with the township, or
  - 2. Was the subject of a matter voted on by the township board (for example, as described in subsection (b)6.a. above), within one year of the officer's or employee's participation in any manner in considering, recommending or voting on the approval or disapproval of said contract or matter.
- (e) Duty to disclose financial interest.
  - 1. *Township official.* When a matter before the township board involves an entity, property or issue in which a township official has a financial interest, or if a township official has a financial interest in the outcome of a matter before the board which is different from that of the general public, the official shall disclose the full nature and extent of his or her financial interest on the appropriate record of the township prior to discussion or action thereon and shall refrain from

participating in any discussion, voting or action thereon, except as allowed under PA 317 of 1968.

2. *Township employee.* When a township employee has a financial interest in a matter involving the employee's official duties or in which the employee would be taking an official action, the employee shall disclose the nature and extent of his or her financial interest to the Superintendent and shall refrain from participating in any discussion or action thereon.
3. *Board member.* When a member of any township board, commission or committee has a financial interest in a matter before the board, commission or committee on which the member sits, the member shall disclose the nature and extent of such interest on the record of the board, commission or committee.
- (f) *Referral to Ethics Counsel.* If a township official, employee or member of a board, commission or committee fails to disclose a financial interest, or who has a conflict of interest, as defined herein, in any matter before the township, and who discloses that conflict on the appropriate records but who refuses to refrain from discussion, deliberation or voting thereon, except as allowed by law, the matter under consideration shall be immediately referred to the Ethics Counsel for a final determination as to the conflict in question and whether the official, employee or board member must refrain from discussion, deliberation, action or voting thereon.

#### **1.06. Review by Ethics Counsel.**

- (a) An independent Ethics Counsel shall be appointed by the Township Board on recommendation of the Superintendent. .
- (b) The powers and duties of Ethics Counsel shall be as follows:
  1. To recommend from time to time such orders, rules, regulations, and changes as it deems necessary and proper to supplement, administer and implement or amend the provisions of the code of ethics, which recommendations, when approved by the township board shall become part of this code of ethics.
  2. To issue advisory opinions, as requested by the Township Board or Superintendent, as to the application of and/or compliance with the code of ethics.
  3. To investigate and render advisory opinions to township officials with respect to any matter or transaction in which township officials or employees are involved concerning the applicability of this code of ethics.
  4. To investigate an alleged violation of the code of ethics upon the written request of the township board, or the Superintendent and to submit a written report to the township board and the official or employee involved.
  5. To compel attendance by a Township official and/or employee to attend an informal interview(s) prior to rendering an opinion or report in any particular matter whenever the Ethics Counsel deems it appropriate.
  6. An opinion or report of the Ethics Counsel rendered under subsections (b)2, 3 and 4 of this section may be utilized as a basis for any administrative action appropriate under the circumstances.
  7. Ethics Counsel is not empowered to take direct administrative action but, rather, its function shall be solely advisory and investigatory as provided for herein.

#### **1.07. Violations.**

Violations of any provisions of this code should raise conscientious questions for the township official or employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the township. Violation may constitute a cause for suspension, removal from office or employment, or other disciplinary action.

**PART II. Severability.** Should any division, section, subsection, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**PART III. Savings Clause.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Article IV of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance

**PART IV. Repealer.** All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**PART V. Effective Date; Publication.** This Ordinance is hereby declared to have been adopted by the Township Board of the Charter Township of Oscoda at a meeting duly called and held on \_\_\_\_\_, 2022, and ordered to be given publication in the manner prescribed by law.

Made, passed and adopted by the Oscoda Township Board on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_

### **Certificate of Adoption**

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the Oscoda Township Board held on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Adopted:  
Published:  
Effective:

**TOWNSHIP OF OSCODA  
IOSCO COUNTY**

AN ORDINANCE TO AMEND THE OSCODA TOWNSHIP CODE OF  
ORDINANCES TO ADD A CODE OF ETHICS

THE CHARTER TOWNSHIP OF OSCODA ORDAINS:

**PART I. CODE OF ETHICS**

**1.01. Purpose.** The proper operation of democratic government requires that elected and appointed township officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals there is hereby established a code of ethics for all township officials and employees. The purpose of this code is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the township and by directing disclosure by such officials and employees of a financial interest in matters affecting or involving the township. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the Township of Oscoda.

**1.02. Definitions.**

*Township official* means a person elected, appointed or otherwise serving in any capacity with the township in any position established by the Charter Township Act or by township ordinance, other than as an employee.

*Compensation* means money, property, or anything of value or benefit.

*Employee* means a person hired by the township, whether on a full-time, part-time, temporary or irregular basis.

*Financial interest* means any of the following: (a) receipt of, entitlement to, or promise of compensation; (b) an ownership interest in real or personal property (c) status as a partner, member, employee, consultant, contractor or agent of or for a partnership or any other unincorporated entity; (d) status as a beneficiary or trustee in or of a trust; (e) status as a director, officer, employee, consultant, contractor or agent of or for a corporation; and (f) legal or beneficial ownership of 5% or more of the total outstanding stock of a corporation. A township official and employee shall be deemed to have a financial interest if a relative of any official or employee has a financial interest.

*Gift* means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, personal items, and honoraria for speaking engagements.

*Relative* means a township official or employee, his or her spouse, domestic partner, siblings, parents, grandparents, children, or step-children.

*Official duty or official action* means a decision, recommendation, approval, disapproval or other action or failure to act by a township official or employee.

### **1.03. Responsibilities of Public Office and Employment.**

- (a) Township officials and employees are agents of public purpose and hold office or employment for the benefit of the public. They are bound to observe in the performance of their official duties and actions the highest standards of morality and to discharge faithfully the duties of their office or employment regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.
- (b) All township officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons with whom they have contact, and in the performance of their official duties, and by avoiding conduct which may tend to undermine respect for township officials and employees and for the township as a public body.
- (c) Township officials and employees of the municipality should be loyal to the objectives expressed by the electorate and the programs developed to attain those objectives and should adhere to the rules of conduct and/or work and performance established as the standard for their positions.
- (d) Township officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
- (e) Township officials and employee shall not grant any special consideration, treatment, or Information acquired in one's public position will not be used for personal advantage.
- (f) Township officials and employees shall comply with the applicable provisions of state law related to conflicts of interest and state laws regulating the conduct of public officials and employees.
- (g) Township officials and employees shall not request or permit the use of township-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official business.
- (h) Because of the value of the independent advice of boards, commissions and committees to the public decision-making process, members of the township board shall refrain from using their position to unduly influence the deliberations, outcomes or recommendations of board, commissions and committee proceedings.

### **1.04. Political Activity.**

- (a) Township employees are prohibited from engaging in campaign activities using township property or engaging in such activity during working hours and shall comply with the Political Activities by Public Employees Act, Public Act 169 of 1976, MCL 15.401 et seq., as amended.



- (b) Elected township officials are prohibited from soliciting township employees to work on political campaign activities using township property or during working hours and shall comply with the Michigan Campaign Finance Act, Public Act 388 of 1976, MCL 169.201 et seq., as amended.
- (c) Township officials and employees shall not use any township time or property for their own political benefit or for the political benefit of any other person seeking elective office, provided that the foregoing shall not prohibit the use of property or facilities available to the general public on an equal basis for due consideration paid.

#### **1.05. Conflict of Interest.**

- (a) No township official or employee, whether paid or unpaid, shall engage in any business or transaction or have a financial interest (as defined in section 1.02), direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
- (b) Examples of conflicts of interest are enumerated below for the guidance of officials and employees:
  - 1. *Incompatible employment or service.* No township official or employee shall engage in or accept private employment or render services in any capacity including, but not limited to as a consultant, contractor or agent, to an individual or entity when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his official duties.
  - 2. *Disclosure of confidential information.* No township official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the township. Nor shall he or she use such information to advance the financial interest of himself or herself or others, including relatives.
  - 3. *Gifts and favors.* No township official or employee shall accept any gift (as defined in section 1.02), from any person who, or entity which, to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the township; nor shall any such official or employee:
    - a. Accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her duties; or
    - b. Grant in the discharge of his or her duties any improper favor, service, or thing of value.

Any individual, institution, corporation, organization or service club wishing to bestow a gift, grant, or service to the township or any of its component departments shall make a request for such bestowal at a regularly scheduled meeting of the township board.

- 4. *Representing private interest before township agencies or courts.* No township official or employee shall appear on behalf of private interests before any agency of the township. No township official or employee shall represent private interests in

any action or proceeding against the interests of the township in any litigation to which the township is a party.

5. *Contracts with the township.*

- a. Except as provided in Sections 3 and 3a of Act 317 of 1968 (Contracts of Public Servants with Public Entities), a township official or employee shall not be a party, directly or indirectly, to any contract between himself or herself and the township.
- b. Except as provided in Section 3 of Act 317 of 1968, a township official or employee shall not directly or indirectly solicit any contract:
  - i. Between the township and him or herself;
  - ii. Between the township and any firm, meaning a co-partnership or other unincorporated association, of which he or she is a partner, member, or employee;
  - iii. Between the township and any private corporation in which he or she is a stockholder owning more than one percent of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000.00 if the stock is listed on a stock exchange or of which he or she is a director, officer or employee; or
  - iv. Between the township and any trust in which he or she is a trustee or beneficiary.
- c. In regard to a contract described in subsections (b)(5)b.i-iv above, a township official or employee shall not do either of the following:
  - i. Take any part in the negotiations for such a contract or the renegotiation or amendment of the contract, or in the approval of the contract, or
  - ii. Represent either party in the transaction.

6. *Official duties; official actions.*

- a. With respect to matters not involving a contract covered by subsection (b)(5) above, a township official shall not vote on or participate in discussions on a matter before the township board which involves an entity, property or an issue in which the official has a financial interest, or if the official has a financial interest in the outcome of the matter before township board. For example, an official should not discuss or vote on whether or not to:
  - i. Condemn, sell, grant a variance, or otherwise affect property; or
  - ii. Waive a fee or grant a license; or
  - iii. Approve legislation, with respect to an entity, property or with respect to an issue in which the official has a financial interest.

- b. A township employee shall not make a recommendation, take any action or make any decision on any matter within the scope of his/her official duties with respect to which he has a financial interest.
  7. *Personal opinions.* No township official or employee of the township shall represent his or her personal opinion as that of the township.
  8. *Business transactions.* No township official or employee shall engage in any business or transaction in which he or she or a relative may directly or indirectly benefit financially because of his or her official position or because of receipt of confidential information which he or she has obtained by reason of such position or authority.
  9. *Preferential treatment.* No township official or employee shall use, or attempt to use, his or her official position to secure, request or grant any compensation, privilege, exemption, advantage, or treatment for himself, herself, or others, beyond that which is available to every other citizen.
  10. *Township official's own conduct.* No township official shall vote on any questions involving the official's own conduct including those of recusal and discipline.
- (c) It is recognized that various boards and committees are part of the plan of government for the township. As such, it is further recognized that by virtue of the various requirements for board membership, a member may be placed in the position of participating in a decision that may directly or indirectly affect his or her financial interest. Therefore, those members of the various boards and committees in the township, as they may be established from time to time, shall refrain from participating in any discussion, voting or taking any action with respect to a matter that may, directly or indirectly, affect his or her financial interest.
- (d) No township official or employee shall acquire any financial interest in or accept any employment with or render any services in any capacity including, but not limited to, as a consultant, contractor or agent, with any entity which, or person who either:
1. Has entered into a contract with the township, or
  2. Was the subject of a matter voted on by the township board (for example, as described in subsection (b)6.a. above), within one year of the officer's or employee's participation in any manner in considering, recommending or voting on the approval or disapproval of said contract or matter.
- (e) Duty to disclose financial interest.
1. *Township official.* When a matter before the township board involves an entity, property or issue in which a township official has a financial interest, or if a township official has a financial interest in the outcome of a matter before the board which is different from that of the general public, the official shall disclose the full nature and extent of his or her financial interest on the appropriate record of the township prior to discussion or action thereon and shall refrain from participating in any discussion, voting or action thereon, except as allowed under PA 317 of 1968.
  2. *Township employee.* When a township employee has a financial interest in a matter involving the employee's official duties or in which the employee would be

taking an official action, the employee shall disclose the nature and extent of his or her financial interest to the Superintendent and shall refrain from participating in any discussion or action thereon.

3. *Board member.* When a member of any township board, commission or committee has a financial interest in a matter before the board, commission or committee on which the member sits, the member shall disclose the nature and extent of such interest on the record of the board, commission or committee.
- (f) *Referral to ~~board of ethics~~Ethics Counsel.* If a township official, employee or member of a board, commission or committee fails to disclose a financial interest, or who has a conflict of interest, as defined herein, in any matter before the township, and who discloses that conflict on the appropriate records but who refuses to refrain from discussion, deliberation or voting thereon, except as allowed by law, the matter under consideration shall be immediately referred to the ~~board of ethics~~Ethics Counsel for a final determination as to the conflict in question and whether the official, employee or board member must refrain from discussion, deliberation, action or voting thereon.

#### **1.06. ~~Board of Ethics~~Review by Ethics Counsel.**

- (a) ~~An independent Ethics Counsel shall be appointed by the Township Board on recommendation of the Superintendent. board of ethics is hereby established by the township consisting of five members from the general public who are not personally subject to this code of ethics. The members shall be appointed by and serve at the pleasure of the township board. They shall serve four year staggered terms. Three members of the board shall constitute a quorum and the affirmative vote of the majority of those present shall be necessary for any action. Members may not nominate an alternate or representative to cast votes on any matter coming to the attention of the board. Members of the board of ethics shall serve without salary but shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.~~
- (b) The powers and duties of ~~Ethics Counsel~~the board shall be as follows:
  1. To recommend from time to time such orders, rules, regulations, and changes as it deems necessary and proper to supplement, administer and implement or amend the provisions of the code of ethics, which recommendations, when approved by the township board shall become part of this code of ethics.
  2. ~~To issue advisory opinions, as requested by the Township Board or Superintendent, as to the application of and/or compliance with the code of ethics.~~
  - 2.3. ~~To investigate and render advisory opinions to township officials and employees or their appointing authorities with respect to any matter or transaction in which said township officials or employees are involved concerning the applicability of this code of ethics. The board may publish such advisory opinions with such deletions as may be necessary to prevent disclosure of the identity of the official or employee who may request such an opinion. To investigate any alleged violation of the code by a township official or employee where the appointing authority for the official or employee involved in the alleged violation shall request the board to make such investigation. A written report of the results of the board's investigation shall be made to the appointing authority and the official or employee involved.~~

4. To investigate an alleged violation of the code of ethics upon the written request of the township board, or the Superintendent and to submit a written report to the township board and the official or employee involved.
5. To compel attendance by a Township official and/or employee to attend an ~~conduct informal hearings~~ interview(s) prior to rendering an opinion or report in any particular matter whenever the ~~board~~ Ethics Counsel deems it appropriate ~~for a hearing to be held or whenever a township official or employee who may be substantially affected by the opinion or report in the matter requests a hearing. Such hearing may be held by the board itself or by a hearing officer designated by the chairman of the board, whichever the chair deems appropriate in any particular instance. The chair may designate as a hearing officer any member of the board. Whenever a hearing is conducted by a hearing officer instead of the board itself, the hearing officer must submit a written report of the hearing to the board.~~
6. An opinion or report of the ~~board~~ Ethics Counsel rendered under subsections (b)2, 3 and 4 of this section may be utilized as a basis for any administrative action appropriate under the circumstances.
7. ~~The board of ethics~~ Ethics Counsel is not empowered to take direct administrative action but, rather, its function shall be solely advisory and investigatory as provided for herein.

#### **1.07. Violations.**

Violations of any provisions of this code should raise conscientious questions for the township official or employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the township. Violation may constitute a cause for suspension, removal from office or employment, or other disciplinary action.

**PART II. Severability.** Should any division, section, subsection, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**PART III. Savings Clause.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Article IV of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance

**PART IV. Repealer.** All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**PART V. Effective Date; Publication.** This Ordinance is hereby declared to have been adopted by the Township Board of the Charter Township of Oscoda at a meeting duly called and held on \_\_\_\_\_, 2022, and ordered to be given publication in the manner prescribed by law.

Made, passed and adopted by the Oscoda Township Board on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_

**Certificate of Adoption**

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the Oscoda Township Board held on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Adopted:  
Published:  
Effective:

DRAFT

JOHN A. NITZ  
CHARLES E. TURNBULL  
LAWRENCE M. SCOTT  
CRAIG S. SCHOENHERR SR.  
CLARK A. ANDREWS  
DONALD P. DeNAULT JR.  
MARC D. KASZUBSKI  
JOHN D. BARTLEY  
JAMES J. SARCONI  
KEITH C. JABLONSKI  
BRIAN C. GRANT  
SHARON DEWAELE  
NATHAN D. PETRUSAK  
LORI K. SMITH  
SCOTT R. RUARK  
ALYSSA M. ALBRIGHT  
MARK V. BREAUUGH  
HAYLEY L. TOMICH

**O'REILLY RANCILIO P.C.**  
ATTORNEYS AT LAW

KENNETH L. RANCILIO  
1939 - 1998

PAUL J. O'REILLY  
1940 - 2003

OF COUNSEL  
JAMES C. THOMAS  
GARY J. COLLINS  
J. RUSSELL LABARGE, JR.

April 5, 2022

Oscoda Township  
c/o Tammy Kline, Superintendent  
110 State Street  
Oscoda Township, MI 48750

DIRECT DIAL: (586) 997-6444  
E-MAIL: mkaszubski@orlaw.com

Re: Ethics Council for enforcement of Ethics Ordinance with regard to  
elected and appointed officials, and employees.

Dear Ms. Kline:

Thank you for the opportunity to meet with you concerning being retained as the Ethics Council for enforcement of Ethics Ordinance with regard to elected officials and employees. We are pleased that you have chosen O'Reilly Rancilio P.C., as your legal counsel in connection with this matter. In order to focus upon your particular legal needs and concerns and to avoid any unnecessary misunderstanding regarding costs and fees, we require a written agreement before we provide any legal services. The purpose of this letter is to explain the scope of our engagement as your legal counsel and to explain the financial arrangements for payment for services rendered and costs incurred.

**1. Scope of Engagement**

We will provide you with professional legal services in connection with being retained as the Ethics Council for enforcement of Ethics Ordinance with regard to elected officials and employees. Our client in this matter will be Oscoda Township. Our obligation to represent you does not begin unless and until you sign this fee agreement and pay any required retainer or engagement fee. We do not guarantee results or any outcome in any particular case. We will endeavor to give you our professional advice in light of the applicable law and the particular facts of this matter which you have made known to us. In order for us to represent you in the manner most beneficial to you, we will need your cooperation and your candor.

**2. Conflict of Interest Waiver**

As you know, our firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your

prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

**3. Attorney Fees**

Our fees for this matter will be based upon the amount of time spent at rates in effect at the time of the performance of the services. The hourly billing rates are adjusted from time to time and presently range from \$80.00 per hour for law clerks, from \$60.00 to \$190.00 per hour for our paralegal staff, and from \$160.00 to \$300.00 for associate attorneys to \$275.00 to \$400.00 per hour for senior members of the Firm. My normal hourly billing rate is presently \$350.00 per hour, but due to the relationship with your Township Attorney I have agreed to a discounted rate of \$250.00 per hour. You will be billed for all of our time spent concerning this matter including, but not limited to, all telephone conferences, travel to and from or waiting at any court, tribunal, agency or meeting place. You will be responsible for all costs or disbursements in addition to the hourly fees and engagement fees quoted above.

**4. Costs**

The performance of legal services involves costs and expenses that we normally ask you to pay directly or for which we will ask you to reimburse us should we pay these costs and expenses on your behalf. In addition to our fees for professional services, you agree to pay the costs associated with this legal matter, such as court costs, deposition and transcript costs, expert witness fees, photocopying, postage, telephone charges, facsimile transmission, computer assisted legal research, travel expenses, messenger time, mileage and other costs as may be incurred by our office in the exercise of reasonable judgment on your behalf. In circumstances involving any substantial expenditure to outside vendors (such as expert witnesses, depositions, travel expenses, lab tests or the like) we may ask that you advance those sums to us before we expend them or we may request that you pay the vendor directly.

**5. Monthly Statements and Payment Terms**

We will send you monthly billing statements setting forth our fees for services rendered, disbursements incurred during the billing period and the application of any retainer or engagement fee. If you have a question about any bill or about the services performed, please call us when you receive the statement. If no comment about a statement is made within thirty days of its date, we will assume that you have reviewed it and find it acceptable.

Our bill is payable upon receipt. In the event that the bill will not be paid within thirty days, it is imperative that you contact us to make other arrangements. Interest at the



highest legal rate may be charged after thirty (30) days. If such other arrangements are not made and a bill is not paid within sixty (60) days after its date, we will consider your account delinquent. We will discontinue performing services for you until your account is brought current. We hope and expect that this will never occur but this procedure is necessary for us to continue operating on a sound fiscal basis and render quality legal services. We are sure you understand the reasons for this procedure.

If for any reason the Firm is required to undertake any effort to collect any unpaid, past due or delinquent cost or fee, then you will be responsible to pay for the attorney's time spent in attempting to collect this amount at the hourly rates quoted above, plus any and all costs incurred as a result of such attempts to collect the fee or cost including, but not limited to, attorney fees incurred by this Firm. You hereby grant us an attorney lien in the amount of the unpaid attorney fees and costs that you owe. This attorney lien may attach upon any item of personal property or sum of money that comes into our possession.

**6. Withdrawal from Representation**

The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this agreement or our representation of you, we strongly encourage you to discuss them with us. If at any time you want to terminate our services, please notify us in writing. Likewise, if at any time we find that we are unable to continue representing you, we will notify you in writing.

At termination, we are entitled to all monies owed for work performed to the date of withdrawal as well as all costs advanced on your behalf. As soon as possible after any such termination, a final bill will be prepared and sent to you.

**7. File Retention Policy**

At the conclusion of your matter, you may retrieve the contents of the file to which you are legally entitled and also to have access to the file. We may charge you a fee for the service of searching the file and for any associated copy costs. Our Firm policy is to destroy files three years after the file is closed. By signing this agreement, you agree with this file retention policy and authorize the destruction in accordance with the policy.

If you agree to be bound by the terms and conditions of this letter, we ask that you sign this document in the space provided below and return it to us at your earliest convenience. Again, we will not be responsible for representing you unless and until this letter agreement is signed by you, the engagement or retainer fee, if any is requested, is paid in full and you return this letter agreement to us.

Oscoda Township  
c/o Tammy Kline, Superintendent  
April 5, 2022  
Page 4

Very truly yours,

O'REILLY RANCILIO P.C.

By:   
\_\_\_\_\_  
Marc D. Kaszubski

MDK/at

We acknowledge that we have read this agreement and agree to the terms and conditions set forth and agree that there are no other agreements, oral or otherwise between us. Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022:

\_\_\_\_\_  
Oscoda Township  
c/o Tammy Kline, Superintendent

**CHARTER TOWNSHIP OF OSCODA**

**AUTHORIZING RESOLUTION**

**RESOLUTION NUMBER 2022-05**

**WHEREAS**, the Michigan Strategic Fund has invited Units of General Local Government to apply for its Public Gathering Spaces (PGS) Competitive Funding Round; and

**WHEREAS**, the Oscoda Charter Township desires to request \$1,000,000 in CDBG funds to make enhancements to the existing Oscoda Beach Park facility; and

**WHEREAS**, the Oscoda Charter Township commits local funds from its General Fund in the amount of \$120,000; and

**WHEREAS**, the proposed project is consistent with the local Community Development Plan as described in the Application; and

**WHEREAS**, the proposed project will benefit all residents of the project area and 52.7 percent of the residents of the Oscoda Charter Township are low and moderate income persons as determined by an income survey approved by the Michigan Economic Development Corporation; and

**WHEREAS**, local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to obligate/incur costs from the Michigan Economic Development Corporation.

**NOW, THEREFORE, BE IT RESOLVED** that the Oscoda Charter Township hereby designates Tammy Kline, the Superintendent as the Environmental Review Certifying Officer, the person authorized to certify the Michigan CDBG Application, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

Upon roll call vote the following voted:

“AYE”: \_\_\_\_\_  
\_\_\_\_\_

—

“NAY”: \_\_\_\_\_  
\_\_\_\_\_

—

“ABSENT”: \_\_\_\_\_  
\_\_\_\_\_

The Supervisor declared the resolution adopted.

CHARTER TOWNSHIP OF OSCODA

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

By: Joshua Sutton  
Its: Clerk

DRAFT

**RESOLUTION NO. 2022-06**

**RESOLUTION TO AUTHORIZE ISSUANCE OF CAPITAL  
IMPROVEMENT BONDS (DWSRF WATER PROJECT)  
(GENERAL OBLIGATION LIMITED TAX), SERIES 2022**

**CHARTER TOWNSHIP OF OSCODA**

**COUNTY OF IOSCO, MICHIGAN**

Minutes of a regular meeting of the Township Board of the Charter Township of Oscoda,  
held at the Township Hall, 110 State St., Iosco, Michigan, on the 11th day of April 2022, at 7:00  
p.m.

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

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

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

WHEREAS, on May 24, 2021, the Township Board of the Charter Township of Oscoda  
(the “Township”) adopted a resolution of intent (the “Resolution of Intent”) to acquire and  
construct improvements to: (1) the Township’s wastewater collection and treatment system  
including, but not limited to, improving 19 pump stations (all will receive control updates; 10 of  
the 19 will be rehabilitated or replaced); and installation of a fine screen auger at the treatment  
lagoon (the “2021 CWSRF Project”); and (2) the Township’s water distribution system including,  
but not limited to, installing new distribution water main (8” and 12”) into three of the eight areas  
of PFAS ground water contamination identified within the Township (Phase C – Lake Road and  
Elk Lane Roads, Phase D – Hickory and Interlake, and Phase E – Norway/Ridge/Interlake); water  
services to private structures from these mains for safe drinking water (approximately 85 services);

related appurtenances, and the expenses of Township professional services (the “2022 DWSRF Project” or the “Project”) and to fund all or part of the cost of the Project by the issuance of capital improvement bonds in one or more series in the maximum principal amount of \$10,000,000 pursuant to Section 517(1) of Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”); and

WHEREAS, a Notice of Intent to Issue Bonds, in the not-to-exceed amount of \$10,000,000 was published on June 2, 2021, pursuant to Section 517(2) of Act 34 and no petitions for referendum upon the question of issuing the bonds were filed with the Township during the 45-day period which commenced with the date of such publication; and

WHEREAS, on August 30, 2021 the Township issued and delivered its Capital Improvement Bonds (CWSRF Sewer Project) (General Obligation Limited Tax), Series 2021B (the “2021 CWSRF Bonds”) in the principal amount of \$6,760,000; and

WHEREAS, the Township intends to pay for the costs of the 2022 DWSRF Project using the proceeds of the Township’s capital improvement bonds, interest earnings on the capital improvement bonds, and Township funds on hand; and

WHEREAS, the Township has received an offer of funding assistance from the State of Michigan Drinking Water Revolving Loan Program (the “DWSRF Loan Program”) to pay all or part of the cost of the 2022 DWSRF Project by means of a long-term, low-interest loan to be evidenced by the proposed capital improvement bonds; and

WHEREAS, to finance the cost of the 2022 DWSRF Project, the Township Board deems it necessary to borrow the aggregate sum of Three Million Dollars (\$3,000,000) and to issue its capital improvement bonds (the “Series 2022 Bonds”), in accordance with Act 34.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. **Necessity; Findings.** It is necessary for the public health, safety and welfare of the Township to undertake the 2022 DWSRF Project and issue the Series 2022 Bonds therefore pursuant to Act 34. The Township Board makes the following findings:

a. The period of usefulness of the capital improvement items which comprise the 2022 DWSRF Project is hereby determined to be not less than twenty (20) years.

b. The 2022 DWSRF Project is comprised of capital improvement items within the meaning of Act 34.

c. Based upon the Township's 2022 state equalized value of \$378,504,750, the Township's debt limit for bonds issued in accordance with Section 517(1) of Act 34 is \$18,925,237, and the Township further determines that the Series 2022 Bonds authorized for the Project in the amount of \$3,000,000, after taking into account the Township's currently outstanding bonds that were issued under Section 517(1) of Act 34, may be issued by the Township within the aforesated debt limit.

d. The principal and interest on the Series 2022 Bonds shall be paid from the Township Water Fund, other legally available funds or a combination thereof, and accordingly, together with debt service charges and connection fees, are expected to be sufficient to pay the principal and interest on the proposed Series 2022 Bonds, as the same become due, and accordingly, the Township Board does not expect that it will be necessary to levy any taxes to pay the principal and interest on the proposed Series 2022 Bonds, and in no event will any taxes necessary to pay the principal of and interest on the Series 2022 Bonds, together with taxes levied for the same year, exceed the limits authorized by law.



2.     **Authorization of Bonds; Security.** The Township shall borrow money and issue bonds in a single series known as CAPITAL IMPROVEMENT BONDS (DWSRF WATER PROJECT) (GENERAL OBLIGATION LIMITED TAX), SERIES 2022 in the aggregate principal sum of Three Million Dollars (\$3,000,000) pursuant to the provisions of Act 34 for the purpose of defraying the cost of the 2022 DWSRF Project. The Series 2022 Bonds shall be a general obligation of the Township secured by the Township's full faith and credit and limited tax pledge, within applicable charter, statutory and constitutional tax limitations applicable to the Township. The Township shall not have the authority to levy additional taxes to pay the principal of and interest on the Series 2022 Bonds over presently existing township millage limits without a vote of Township electors.

3.     **Terms of Bonds.** The Bonds shall be sold to the Michigan Finance Authority (the "Authority") in accordance with Paragraph 16, below, pursuant to the terms of a Purchase Contract by and between the Authority and the Township (the "Purchase Contract") in substantially the form set forth in Exhibit B attached hereto and a Supplemental Agreement by and between the Township, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy (the "Supplemental Agreement") in substantially the form set forth in Exhibit C attached hereto. The Series 2022 Bonds shall be dated as of the date of delivery to the Authority; shall bear interest at the rate of 1.875% per annum, payable on October 1, 2022, and semi-annually thereafter on each April 1 and October 1 until payment of the principal of the Series 2022 Bonds has been made or duly provided for. The Series 2022 Bonds shall be issued in one or more certificates in \$1.00 denominations or any integral multiple thereof up to the aggregate principal amount of the Series 2022 Bonds, shall be numbered from R-1 upwards in order of

authentication and shall be fully registered. The Series 2022 Bonds shall be due and payable on October 1 in each year (as identified in the Purchase Contract) in the amounts as follows:

<u><b>Maturity</b></u>	<u><b>Principal Amount</b></u>	<u><b>Maturity</b></u>	<u><b>Principal Amount</b></u>
2023	\$125,000	2033	\$150,000
2024	\$125,000	2034	\$155,000
2025	\$130,000	2035	\$155,000
2026	\$130,000	2036	\$160,000
2027	\$135,000	2037	\$160,000
2028	\$135,000	2038	\$165,000
2029	\$140,000	2039	\$170,000
2030	\$145,000	2040	\$170,000
2031	\$145,000	2041	\$175,000
2032	\$150,000	2042	\$180,000

The Series 2022 Bonds shall be sold for 100% of par value, without premium or discount.

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

a. The Township Supervisor and Township Treasurer are hereby authorized and directed to approve the final terms of the sale of the Series 2022 Bonds as evidenced by the Purchase Contract or otherwise, including the date of delivery, the purchase price, the aggregate principal amount, which shall in no event exceed \$3,000,000, the principal amount and annual maturity dates of individual maturities, the rate or rates of interest payable on the Series 2022 Bonds, which shall not exceed 1.875% per annum, record dates, minimum principal denominations, the date of the first interest and principal payments, and the form of the Series 2022 Bonds, subject in all respects to the limitations of Act 34.

b. The Series 2022 Bonds may be delivered in one or more installments of principal in accordance with the Purchase Contract and the Supplemental Agreement.

c. The Township promises to pay to the Authority the principal amount of the Series 2022 Bonds or so much thereof as shall have been advanced to the Township pursuant to the Purchase Contract and the Supplemental Agreement, by and among the Township, the

Authority, and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy.

d. So long as the Authority is the owner of the Series 2022 Bonds, (i) the Series 2022 Bonds shall be payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company N.A. or at such other place as shall be designated in writing to the Township by the Authority (the “Authority’s Depository”); (ii) the Township agrees that it will deposit with the Authority’s Depository payments of the principal of, premium, if any, and interest on the Series 2022 Bonds in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority’s Depository has not received the Township’s deposit by 12:00 noon on the scheduled day, the Township shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority’s administrative costs and lost investment earnings attributable to that late payment; and (iii) written notice of any redemption of the Series 2022 Bonds shall be given by the Township and received by the Authority’s Depository at least 40 days prior to the date on which such redemption is to be made.

e. In the event of a default in the payment of principal or interest on the Series 2022 Bonds when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the “additional interest”) at a rate equal to the rate of interest which is two percent above the Authority’s cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase the Series 2022 Bonds but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Township’s default. Such

additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase the Series 2022 Bonds fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Township shall and hereby agrees to pay on demand only the Township's pro rata share (as determined by the Authority) of such deficiency as additional interest on the Series 2022 Bonds.

f. It is understood and agreed by the Township that during the time funds are being drawn down by the Township under the Series 2022 Bonds in accordance with the Purchase Contract and the Supplemental Agreement, the Authority will periodically provide the Township a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Township of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2022 Bonds. The Township acknowledges that in the event the principal amount of the loan evidenced by the Series 2022 Bonds is reduced by the Authority in accordance with Schedule I to the form of the Bonds attached hereto as Exhibit A or the Supplemental Agreement, the form of which is attached hereto as Exhibit C, the Authority will prepare a revised Schedule I to the Bond that is calculated so that the principal

payments are rounded to the nearest dollar and which revised Schedule I shall be effective upon receipt by the Township.

4. **Payment of Principal and Interest.** The Series 2022 Bonds and the interest thereon shall be paid in lawful money of the United States of America by the Bond Registrar, as defined in Paragraph 7, below. Principal and interest shall be paid when due by check or draft drawn on the Bond Registrar and mailed by first class mail or other acceptable method to the registered owners of record as of each March 15 with respect to payments due and payable on the immediately succeeding April 1, and as of each September 15 with respect to payments due and payable on the immediately succeeding October 1.

5. **Redemption of Bonds Prior to Maturity.** The Series 2022 Bonds may be subject to redemption prior to maturity by the Township only with the prior written consent of the Authority and on such terms as may be required by the Authority.

6. **Registration of Bonds.** The Series 2022 Bonds shall be registered both as to principal and interest in substantially the form and tenor as set forth in Exhibit A attached hereto. Any individual bond shall be transferable on the bond register maintained with respect to the Series 2022 Bonds upon the surrender of the individual bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees. Any individual bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond being exchanged. Such exchange shall be effected by surrender of the individual bond to be exchanged to the Bond Registrar with written

instructions signed by the registered owner of the individual bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of an individual bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the registered owner of the bond or his or her properly designated transferee or transferees or attorney. A transfer, exchange and registration of Series 2022 Bonds shall be without expense or service charge to the registered holder except for any tax or other governmental charge required to be paid with respect to such transfer, exchange or registration. The Bond Registrar shall not be required to transfer or exchange Bonds or parts of Bonds which have been selected for redemption.

7. **Duties of Bond Registrar.** The Township Treasurer shall initially act on behalf of the Township as paying, registration and transfer agent (the “Bond Registrar”) with respect to the Series 2022 Bonds. In such capacity, the Bond Registrar shall, upon receipt of sufficient funds from the Township, make timely payments of principal and interest on the Series 2022 Bonds, authenticate the Series 2022 Bonds upon their initial issuance and subsequent transfer to successive holders, act as registrar of the Series 2022 Bonds including the preparation and maintenance of a current register of registered owners of the Series 2022 Bonds, coordinate the transfer of individual bonds between successive holders, including printing and transferring new certificates, and all other duties set forth in this Resolution or otherwise normally performed by paying, registration and transfer agents. All reasonable fees and expenses of the Bond Registrar shall be paid by the Township. The Township reserves the right to designate a financial institution, which is a bank or trust company qualified to act as paying agent and registrar in the State of Michigan to act as Bond Registrar for the Series 2022 Bonds and in such event the Township shall mail notice to all registered owners of the Series 2022 Bonds not less than 60 days prior to the effective date of said change in Bond Registrar. At the option of the Township, the Series 2022 Bonds may be deposited,

in whole or in part, with a depository trustee designated by the Township which shall transfer ownership of interests in the Series 2022 Bonds by book entry and which shall issue depository trust receipts to owners of interests in the Series 2022 Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts, shall be determined after consultation with the depository trustee named by the Township. The Township Treasurer is hereby authorized to enter into any depository trust agreement on behalf of the Township upon such terms and conditions as the Township Treasurer shall deem appropriate consistent with the terms of this Resolution. The depository trustee may be the same as the Bond Registrar and the Bonds may be transferred in part by depository trust and in part by transfer of physical bonds as the Township may determine.

8.     **Replacement of Series 2022 Bonds.** Upon receipt by the Bond Registrar of proof of ownership of an unmatured bond, or satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Bond Registrar, the Bond Registrar may deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Bond Registrar may pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The Bond Registrar for each new bond delivered or paid without presentation as provided above, shall require the payment by the bondholder of expenses, including counsel fees, which may be incurred by the Bond Registrar and the Township in connection therewith. Any bond delivered pursuant to the provisions of this Paragraph 8 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond originally issued.

9. **Security for Repayment of Bonds; Pledge of Township Full Faith and Credit.**

The Series 2022 Bonds shall be secured by the full faith and credit pledge of the Township for the prompt payment of the principal of and interest on the Series 2022 Bonds as the same shall become due. The Township covenants and agrees with the successive holders of the Series 2022 Bonds that so long as any of the Series 2022 Bonds remain outstanding and unpaid as to either principal or interest, the Township will punctually perform all of the obligations and duties imposed on the Township or undertaken by the Township, pursuant to this bond resolution, the Purchase Contract and the Supplemental Agreement. If the Township fails to make payments to the Township which are sufficient, in the aggregate, to pay the principal of and interest on the Series 2022 Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the Township. The Township's ability to levy ad valorem taxes to make such advances shall be subject to constitutional and statutory limitations on the taxing power of the Township.

10. **Debt Service Fund.** There shall be established and maintained on the books of the Township Treasurer a fund to be designated "SERIES 2022 CAPITAL IMPROVEMENT BOND – DEBT SERVICE FUND" (the "Debt Service Fund"). There shall be deposited into the Debt Service Fund accrued interest, if any, from the date of the Series 2022 Bonds to the date of delivery thereof; premium, if any, received at the time of delivery of the Series 2022 Bonds. As part of the Debt Service Fund, there shall be established and maintained such subaccounts as are deemed necessary and appropriate for the proper administration of the Debt Service Fund and compliance with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations promulgated thereunder. The principal of, premium, if any,



and interest on the Series 2022 Bonds when due shall be paid directly out of the Debt Service Fund or its subaccounts.

11. **Construction Fund.** There shall be established and maintained on the books of the Township for the Series 2022 Bonds a separate account designated “CAPITAL IMPROVEMENT BONDS SERIES 2020 CONSTRUCTION FUND” (the “Construction Fund”). After deducting accrued interest, if any, from the date of the Series 2022 Bonds to the date of delivery thereof, and premium, if any, which sums shall be deposited in the Debt Service Fund, the balance of the proceeds of the Series 2022 Bonds shall be deposited into the Construction Fund, together, if necessary, with a sufficient amount of available Township funds on hand adequate to pay all remaining costs of the Project not funded by the Series 2022 Bonds. The monies on deposit in the Construction Fund from time to time shall be used solely to pay expenses of the Project. Any unexpended balance shall be used for such purposes as required by law, including without limitation, transfer to the Debt Service Fund. After completion of the Project and disposition of remaining proceeds of the Series 2022 Bonds, if any, pursuant to the provisions of this paragraph, the Construction Fund shall be closed.

12. **Duties of Township Treasurer.** The Township Treasurer shall keep full and complete records of all deposits to and withdrawals from the Debt Service Fund and the Construction Fund and of all investments of monies in such accounts and other transactions relating thereto for the Series 2022 Bonds. The Township Treasurer is authorized to invest the monies in said accounts in any one or more lawful investments authorized by law for townships, consistent with the Township investment policy.

13. **Approval of Agreements.** The Purchase Contract, the Supplemental Agreement and the Issuer’s Certificate are hereby approved in the forms attached hereto as Exhibits B, C and

D, respectively. The Township Supervisor and Township Clerk, or in the Clerk's absence the Deputy Clerk, are hereby authorized and directed to execute on behalf of the Township and deliver to the Authority the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate in substantially the forms approved with such additions and deletions as are consistent with the terms of the Series 2022 Bonds and in the best interest of the Township.

14. **Tax Covenant; Qualified Tax Exempt Obligation.** The Township covenants to comply with all requirements of the Code necessary to assure that the interest on the Series 2022 Bonds will be and will remain excludable from gross income for federal income taxation (as opposed to alternative minimum or other indirect taxation). The Series 2022 Bonds are designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of tax-exempt obligations which will be issued by the Township and all subordinate entities to the Township shall not exceed \$10,000,000 during calendar year 2022. The Township hereby covenants that the Township will make no use of the proceeds of the Series 2022 Bonds, which if such use had been reasonably expected on the date of issuance of the Series 2022 Bonds, would have caused the Series 2022 Bonds to be "arbitrage bonds", as defined in Section 148 of the Code. In addition, the Township covenants to comply with all applicable provisions of the Code that must be satisfied subsequent to the issuance of the Series 2022 Bonds in order that the interest on the Series 2022 Bonds be excluded (or continue to be excluded) from gross income within the meaning of Section 103(a) of the Code.

15. **Revised Municipal Finance Act.** The Township currently meets the requirements of qualified status under Section 303(3) of Act 34, and shall comply with all applicable

requirements of Act 34, including the filing of a security report and the payment of the filing fee required by Section 319 of Act 34.

16. **Negotiated Sale of Series 2022 Bonds.** The Township Supervisor and the Township Treasurer are hereby authorized to sell the Series 2022 Bonds at a negotiated sale to the Authority in accordance with the DWSRF Loan Program, the Purchase Contract, the Supplemental Agreement and applicable state law and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Series 2022 Bonds in accordance with the provisions of this resolution. The Series 2022 Bonds shall be sold at a negotiated sale instead of a competitive sale to take advantage of the terms and conditions of the DWSRF Loan Program, including the rate of interest of 1.875% per annum for all maturities of the Series 2022 Bonds, which is below prevailing open market interest rates.

17. **Execution and Delivery of Series 2022 Bonds.** The Series 2022 Bonds shall be executed in the name of the Township by the manual or facsimile signatures of the Township Supervisor and the Township Clerk, or in her absence the Deputy Clerk, and authenticated by the manual signature of an authorized representative or signer for the Bond Registrar, and the seal of the Township (or a facsimile thereof) (if any) shall be impressed or imprinted on the Series 2022 Bonds. After the Series 2022 Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Township Treasurer to the purchaser upon receipt of the purchase price. Additional bonds bearing the manual or facsimile signatures of the Township Supervisor and the Township Clerk, or in the Clerk's absence the Deputy Clerk, and upon which the seal of the Township (or a facsimile thereof) (if any) is impressed or imprinted may be delivered to the Bond Registrar for authentication and delivery in connection with the exchange or transfer of Series 2022 Bonds. The Bond Registrar shall indicate on each bond the

date of its authentication. The proceeds of the Series 2022 Bonds shall be deposited into the Debt Service Fund and the Construction Fund, as provided in Paragraphs 10 and 11, above. The officers, agents and employees of the Township are authorized and directed to execute and deliver such certificates, affidavits or other documents or instruments as may be required by the purchaser of the Series 2022 Bonds or bond counsel and to take all other actions necessary and convenient to facilitate the execution and delivery of the Series 2022 Bonds, including without limitation any necessary applications for municipal bond ratings or insurance. The Township shall furnish the Series 2022 Bonds ready for execution without expense to the purchaser. The Township shall also furnish, without expense to the purchaser at the time of delivery of the Series 2022 Bonds, the approving opinion of Mika Meyers PLC, Attorneys, Grand Rapids, Michigan, as bond counsel, approving the legality of the Series 2022 Bonds. The Series 2022 Bonds will be delivered at the expense of the Township in such city as agreed upon with the purchaser thereof.

18. **Disclosure of Information.** The Township agrees to provide the Authority in a timely manner with all information and documents regarding the Township and the Series 2022 Bonds, including an official statement that the Authority or its bond underwriters need to meet any Securities and Exchange Commission regulation, any industry standard or other federal or state regulation which imposes a disclosure requirement or continuing disclosure requirement relating to any Authority bond issue which was used or is needed to provide monies to the fund used to purchase the Series 2022 Bonds or relating to any other Authority bond issue which was used by the Authority to purchase an obligation of the Township. In furtherance of the above, the Township also agrees that upon the request of the Authority it will promptly execute and deliver a continuing disclosure undertaking in form and substance determined by the Authority to be necessary or desirable to assist the Authority or its underwriters in complying with Rule 15c2-12

promulgated by the Securities and Exchange Commission. If required, such continuing disclosure undertaking shall be executed by the Township Supervisor and the Township Clerk, or in her absence the Deputy Clerk.

19.     **Refunding.** The Township reserves the right to refund the Series 2022 Bonds, in whole or in part, prior to maturity, subject to the requirements of the Code, Act 34 and the Authority.

20.     **Defeasance.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Series 2022 Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased and the owners of the Series 2022 Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on the Series 2022 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2022 Bonds as provided herein.

21.     **Resolution to Constitute Contract.** In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Township and the registered owners from time to time of the Series 2022 Bonds and the covenants and agreements herein set forth to be performed on behalf of the Township shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2022 Bonds, all of which, regardless of the time or times of their authentication and delivery or

maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Resolution.

22. **Conflicts.** All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS:           Members: \_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

ABSTAIN:       Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED

\_\_\_\_\_  
Joshua Sutton, Clerk  
Charter Township of Oscoda

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF IOSCO       )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Oscoda, Iosco County, Michigan (the “Township”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting on the 11th day of April 2022, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this \_\_\_\_ day of April 2022.

\_\_\_\_\_  
Joshua Sutton, Clerk  
Charter Township of Oscoda

**EXHIBIT A**

REGISTERED

UNITED STATES OF AMERICA

REGISTERED

STATE OF MICHIGAN

COUNTY OF IOSCO

CHARTER TOWNSHIP OF OSCODA

CAPITAL IMPROVEMENT BONDS (DWSRF WATER PROJECT)  
(GENERAL OBLIGATION LIMITED TAX), SERIES 2022

No. R-1

REGISTERED OWNER: Michigan Municipal Bond Authority

PRINCIPAL AMOUNT: Three Million Dollars (\$3,000,000)

INTEREST RATE: One and seven eighths (1.875%) per annum

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

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

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

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

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

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

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



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

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

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

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of the Bonds have been done, exist and have happened in due time and form as required by law, and that the total indebtedness of the Township, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitations.

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

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

CHARTER TOWNSHIP OF OSCODA

[SEAL]

By: \_\_\_\_\_  
Ann Richards, Supervisor

By: \_\_\_\_\_  
Joshua Sutton, Clerk

EGLE Project No.  
EGLE Approved Amt: \$\_\_\_\_\_

#### SCHEDULE I

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

Due  
Date

Amount of Principal  
Installment Due

\_\_\_\_\_, \_\_\_\_\_

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

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

## EXHIBIT B

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

Drinking Water Revolving Fund

### PURCHASE CONTRACT

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

Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, bonds (the “Bonds”) in the principal amount and with the maturities and interest rate as shown on Schedule I and with redemption provisions acceptable to the Authority. The purchase price for the Bonds shall be 100%. The Authority’s obligation to disburse Bond proceeds shall be contingent upon funding of the Drinking Water Revolving Fund created by 1997 PA 26 and 1997 PA 27. The method of payment of Bond proceeds to the Issuer shall be as set forth in the Supplemental Agreement among the Issuer, the Authority, and the State of Michigan acting through the Department of Environment, Great Lakes and Energy.

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

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

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

MICHIGAN FINANCE AUTHORITY

By: \_\_\_\_\_  
Authorized Officer

Accepted and Agreed to this  
[\_\_\_\_\_] day of [\_\_\_\_\_]

*(Legal Name of Municipality)* (“Issuer”)

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

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

## EXHIBIT C

### Drinking Water Revolving Fund Program

Supplemental Agreement  
Regarding  
\$ \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
County of \_\_\_\_\_  
State of Michigan  
(the "Bond")

This Agreement is made as of \_\_\_\_\_, 20\_\_, among the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ (the "Issuer"), the Michigan Finance Authority (the "Authority"), and the State of Michigan acting through the Department of Environment, Great Lakes and Energy ("EGLE"), in consideration for the purchase of the above-captioned Bond by the Authority. This Agreement shall be in addition to any other contractual undertaking by the Issuer contained in the Ordinance or Resolution authorizing the Bond (the "Resolution").

#### PREMISES:

Executive Order No. 2010-2 (the "Executive Order") created the Authority as an autonomous public body corporate and politic within the Michigan Department of Treasury and transferred powers, duties, obligations, and functions from various entities (including those of the Michigan Municipal Bond Authority established under 1985 PA 227, as amended ("Act 227")) to the Authority and the Authority is empowered, among other things, to purchase obligations from Governmental Units within the State of Michigan such as the Issuer. Pursuant to the terms of the Resolution, the Issuer intends to issue its Bond and undertake a Project as described in Exhibit B attached to this Supplemental Agreement (the "Project"), which Project is a public water supply project, as defined in Part 54, Safe Drinking Water Assistance of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 ("Part 54"). In order to provide assistance to the Issuer to finance the Project, the Authority has agreed to purchase the Bond upon certain conditions including receipt by the Authority of an order of approval (the "Order") issued by EGLE pursuant to the provisions of Part 54. All words and terms defined in Act 227 or Part 54 and not otherwise defined in this Agreement shall have the meanings as defined in those Acts.

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

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

a. The Issuer is duly organized and existing under the laws of the State of Michigan and is authorized by the provisions of the Constitution and the laws of the State of Michigan to issue the Bond.

b. The Issuer has full legal right, power and authority to (i) sell and deliver the Bond to the Authority as provided in this Agreement and the Resolution, and (ii) execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Bond, the Resolution, and any and all other agreements relating thereto. The Issuer has duly authorized and approved the execution and delivery of this Agreement, the performance by the Issuer of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

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

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

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

f. Except as may have been disclosed in writing to the Authority and EGLE before the date hereof and as set forth in Exhibit D hereto, if applicable, the Issuer has not been served with any litigation (and to the knowledge of the Issuer no litigation has been commenced or is threatened) against the Issuer, in any court (i)

to restrain or enjoin the sale, execution or delivery by the Issuer of the Bond, (ii) in any manner questioning the authority of the Issuer to issue, or the issuance or validity of, the Bond or any other indebtedness of the Issuer, (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Bond, (iv) questioning the validity or enforceability of the Resolution, (v) to secure a lien on any and all revenues, taxes, fees, or other moneys, securities, funds and property pledged in the Resolution that are a source of payments on the Bond and which would materially impair the ability of the Issuer to repay the Bond, or (vi) which might in any material respect adversely affect the transactions contemplated in this Agreement herein; and no right of any member of the governing body of the Issuer to his or her office is being contested.

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

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

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

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

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

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

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

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

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

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

e. The Issuer will take no action which would cause the Bond to be a private activity bond pursuant to Section 141(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The Issuer will make no use of Bond proceeds which would make the Bond federally guaranteed as provided in Section 149(b) of the Code. The Issuer will keep records of the expenditure and investment of Bond proceeds as required under the Code and the regulations thereunder.

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



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

h. The Issuer will have an audit of its entire operations prepared by a recognized independent certified public accountant for each year in which the Issuer expended \$750,000 or more in federal assistance. The audit shall be prepared in conformance with the requirements of the 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Rewards) and Office of Management and Budget Circular No. A-133. The Issuer will mail a copy of such audit and its annual financial audit to the Local Audit and Finance Division of the Michigan Department of Treasury and the Authority. The provision of federal assistance detailed in this Supplemental Agreement can be traced to Catalog of Federal Domestic Assistance (CFDA) Program No. 66.468: Capitalization Grants for Drinking Water State Revolving Funds. In addition, the Issuer agrees to provide the Authority in a timely manner with all information and documents regarding the Issuer that the Authority or its bond underwriters need to meet any Securities and Exchange Commission regulation, any industry standard or other federal or state regulation which imposes a disclosure requirement or continuing disclosure requirement relating to any Authority bond issue which was used or is needed to provide monies to the fund used to purchase the Bond or relating to any other Authority bond issue which was used by the Authority to purchase an obligation of the Issuer. In furtherance of the above the Issuer also agrees that upon the request of the Authority it will promptly execute and deliver a continuing disclosure undertaking in form and substance determined by the Authority to be necessary or desirable to assist the Authority or its underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

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

j. The Issuer will notify EGLE and the Authority within 30 days of the occurrence of any event which, in the judgment of the Issuer, will cause a material

adverse change in the financial condition of the Project, or, if the Issuer has knowledge, of the system of which the Project is a part or which affects the prospects for timely completion of the Project.

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

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

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

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

o. The Issuer will, upon request, provide EGLE, the United States Environmental Protection Agency (the "USEPA") and the Authority with access to the physical plant of the Project and all operational or financial records of the Project, and the Issuer will require similar authorizations from all contractors, consultants, or agents with which the Issuer negotiates an agreement.

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

q. If the Project is segmented as provided in Section 5406 of Part 54, the Issuer agrees that the remaining segments shall be completed with or without additional financial assistance from the Drinking Water Revolving Fund.

r. If the Project involves construction or property acquisition in a special flood hazard area, the Issuer agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234) whereby

the Issuer will purchase flood insurance in conformance with the National Flood Insurance Program (42 USC section 4001-4128).

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

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

u. If the Project involves the acquisition of an interest in real property or the displacement of any person, business, or farm operation, the Issuer agrees to comply with the land acquisition and relocation assistance requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (42 USC section 4601 *et seq*) whereby the Issuer will follow procedures set forth in 49 CFR Part 24. In addition, the Issuer shall provide written evidence that the land acquired for the Project was, or is to be, acquired from a willing seller at fair market value.

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

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

x. The Issuer agrees to comply with Subpart C of 40 CFR Part 32, entitled “Responsibilities of Participants Regarding Transactions.” The Issuer is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Issuer is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Issuer acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

y. The Issuer agrees to construct and operate the Project in compliance with all other applicable state and federal laws, executive orders, regulations, policies, and procedures and the covenants, assurances and certifications contained in its application for financial assistance relating to the Project. Also, the Issuer will comply with all applicable requirements of all other states and federal laws, executive orders, policies, and regulations governing the program pursuant to which the Order was issued.

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

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

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

cc. The Issuer certifies that the Project is not primarily to accommodate future development or primarily for fire protection.

dd. The Issuer agrees to comply with Section 436 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) which requires that all of the iron and steel products used in the Project be produced in the United States (“Use of American Iron and Steel Requirement”), unless (i) the Issuer has requested and

obtained a waiver from the USEPA pertaining to the Project or (ii) EGLE has otherwise advised the Issuer in writing that the American Iron and Steel Requirement is not applicable to the project.

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

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

Section 4. Statutory Compliance of Project. Based on the information supplied to EGLE by the Issuer, EGLE hereby certifies that the Project complies with the statutory requirements established by Part 54 for a project eligible for assistance.

Section 5. Advancement of Funds to Issuer. Upon receipt by EGLE from the Issuer of a Disbursement Request in the form to be provided by EGLE, EGLE shall, after processing such Disbursement Request, notify the Authority of the amount of the Disbursement Request. The Authority shall withdraw from the Drinking Water Revolving Fund established pursuant to Act 227 moneys necessary to purchase principal installments of the Bond from the Issuer in the amount processed by EGLE.

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

the Authority of the Repayment Amount the Authority shall prepare a new payment schedule for the Bond which shall be effective upon receipt by the Issuer.

Section 6. Termination of Assistance. In the event EGLE issues an order under Section 5413 or 5414 of Part 54 recommending that assistance to the Issuer be terminated for the Project, the Authority shall cease to advance funds to the Issuer pursuant to Section 5 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer or interest or premiums due thereon. If as a result of termination of assistance, less than the principal amount of assistance approved by EGLE is disbursed, the Authority shall prepare a new payment schedule, which maintains the existing level of principal installments but shortens the term of the Bond, which schedule shall be effective upon receipt by the Issuer. Any termination of assistance under this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

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

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

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

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

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

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

\_\_\_\_\_ OF \_\_\_\_\_  
(the "Issuer")  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

MICHIGAN FINANCE AUTHORITY  
(the "Authority")  
By: \_\_\_\_\_  
Its: Authorized Officer

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

By: \_\_\_\_\_  
Its: Authorized Officer

EXHIBIT A  
Summary of Estimated Project Costs



EXHIBIT B  
Project Description

EXHIBIT C  
Additional Covenants of the Issuer

EXHIBIT D  
Summary of Litigation

## EXHIBIT D

### Drinking Water Revolving Fund Program

\$ \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
County of \_\_\_\_\_  
State of Michigan  
(the "Bond")

### ISSUER'S CERTIFICATE

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

1. The undersigned are on the date hereof the duly elected or appointed acting and qualified incumbents of the offices of the Issuer set below their respective names and the signatures appearing are the genuine signatures of said officers. The Bond has been officially signed by the officers of the Issuer having authority to execute and deliver the Bond.

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

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

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

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

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

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

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

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

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

11. The Issuer will not permit at any time or times any of the proceeds of the Bond (or the property financed with the proceeds of the Bonds) or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of any bonds of the Issuer from the treatment afforded by Section 103(a) of the Code, as from time to time amended, by reason of the classification of such bonds as "private activity bonds" within the meaning of Section 141(a) of the Code, or as obligations guaranteed by the United States of America, as provided in Section

149(b) of the Code; or cause interest on the Bond to be includable in gross income for federal income tax purposes.

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

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

\_\_\_\_\_  
(the "Issuer")

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

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

## EXHIBIT E

### Revenue Sharing Pledge Agreement

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

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

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

1. Pledge. As authorized by Act 227 PA 1985, as amended ("Act 227") and Act 140 PA 1971, as amended, ("Act 140") the Governmental Unit hereby pledges and assigns to the full extent permitted by Act 227 and Act 140 (as hereafter provided) to the Authority as purchaser and holder of the Municipal Obligation all of the payments that the Governmental Unit is eligible to receive under Act 140 ("Distributable Aid") as additional security for the Governmental Unit's obligations to pay principal of, premium, if any, and interest on the Municipal Obligation, as the same become due (the "Payment Obligation").

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

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

4. Right To Pledge Distributable Aid. The Governmental Unit reserves the right to pledge Distributable Aid to secure any additional bonds or notes or other obligations provided that (1) the amount of Distributable Aid received by the Governmental Unit in the fiscal year of the State preceding the issuance of such bonds or notes or other obligations equals or exceeds the amount required in each year to pay the sum of (i) an amount equal to two times the principal and interest for the Municipal Obligation, and (ii) the principal and interest on any additional bonds or notes or other obligations for which Distributable Aid has been pledged, and (2) the amount of Distributable Aid composed of sales tax revenues received by the Governmental Unit in the fiscal year of the State preceding the issuance of such bonds or notes or other obligations equals or exceeds the amount required in each year to pay the sum of (i) an amount equal to 1.5 times the principal and interest for the Municipal Obligations and (ii) the principal and interest on any additional bonds or notes or other obligations for which Distributable Aid has been pledged.

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

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

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



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

MICHIGAN FINANCE AUTHORITY

By: \_\_\_\_\_  
(Signature)

Its: Executive Director or Member

GOVERNMENTAL UNIT

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

**Mark E. Nettleton**

Direct Dial/Fax (616) 632-8048  
E-mail mnettleton@mikameyers.com

April 6, 2022

***PRIVILEGED COMMUNICATION –  
SUBJECT TO ATTORNEY-CLIENT PRIVILEGE;  
EXEMPT FROM DISCLOSURE UNDER THE  
FREEDOM OF INFORMATION ACT  
DO NOT FILE THIS LETTER WHERE IT MAY BE SEEN BY THE PUBLIC***

Ms. Tammy Kline  
Township Superintendent  
Township of Oscoda  
110 S. State St.  
Oscoda, MI 48750-1600

Re: Resolution to Authorize Issuance of Capital Improvement Bonds

Dear Tammy:

Enclosed is the proposed Bond Authorizing Resolution to authorize the issuance of the Township's Capital Improvement Bonds for the Phase C, D, and E improvements to the Township's water system (the "Project") for consideration by the Township Board at the Board's April 11, 2022 meeting.

The resolution includes four exhibits: Exhibit A (form of bond), Exhibit B (form of DWSRF Purchase Contract), Exhibit C (form of DWSRF Supplemental Agreement), and Exhibit D (form of DWSRF Issuer's Certificate).

On May 24, 2021, the Township Board adopted a resolution of intent to issue capital improvement bonds, in one or more series, and in the not to exceed principal amount of \$10,000,000 to fund all or a portion of the Township's costs of the Project as well as costs (in the amount of \$6,760,000) for the Township's sewer improvement project (the "Resolution of Intent"). The Township issued its Capital Improvement Bonds (CWSRF Sewer Project) (General Obligation Limited Tax), Series 2021B for the sewer project on August 30, 2021. The enclosed bond authorizing resolution allows the Township to issue the capital improvement bonds, as contemplated under the original Resolution of Intent for the Project and evidence the loan from the State's DWSRF Program (the "Serie 2022 Bonds").

Highlights of the enclosed resolution include the following:

- The resolution authorizes the issuance of the Township's Series 2022 Bonds in the not to exceed amount of \$3,000,000 for the Project.

Ms. Tammy Kline  
Township Superintendent  
April 5, 2022  
Page 2

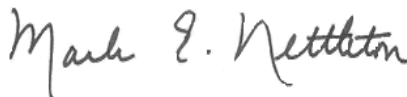
- The Series 2022 Bonds, once issued, will be outstanding for a period of 20 years through and including 2042.
- The Series 2022 Bonds are backed by the Township's full faith and credit and limited tax general obligation pledge.
- Principal payments on the Series 2022 Bonds will be each October 1, commencing October 1, 2023; interest will be payable semi-annually on each April 1 and October 1, with the first interest payment on October 1, 2022.
- The Series 2022 Bonds will be sold via a negotiated sale with the Michigan Finance Authority.
- The final terms for the sale of the Series 2022 Bonds will be set forth in the Approval of Final Terms of Bonds that will be executed by the Township prior to closing on the Series 2022 Bonds.

Principal and interest on the Series 2022 Bonds will be payable by the Township using funds derived from water rates and charges imposed on the properties connected to the Project and will be a general obligation of the Township.

Once the enclosed resolution is adopted by the Township Board, please have the Township Clerk complete the "minutes" on the resolution on pages 1 and 17, and sign on page 17. I will need four (4) signed original of the resolution returned to me. There is no need for anyone to sign any of the exhibits to the resolution at this time. As part of the closing, I will prepare the final form of these documents and send to the Township for execution.

Please call or e-mail me with any questions.

Very truly yours,



Mark E. Nettleton

sgc  
Enclosure  
*By E-mail Only*



# Memo

**To:** Oscoda Township Board  
**From:** Clerk Joshua R. Sutton  
**cc:**  
**Date:** April 11, 2022  
**Re:** Develop Iosco – Representative

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I am requesting to replace Mr. Cummings as the Oscoda Township Representative for Develop Iosco. I have spoken with Mr. Cummings regarding this, and he supports the change. This will require board action.

Oscoda Township Clerk

Joshua R. Sutton



# Memo

**To:** Oscoda Township Board  
**From:** Oscoda Township Clerk  
**cc:** Ms. Kline  
**Date:** April 11, 2022  
**Re:** ImageCast Precinct Tabulator Purchase Request

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I am requesting to purchase an additional ImageCast Precinct Tabulator - 320C - MI for our elections as we have been depending on the county for a loner in our elections as we are one short.

I will also be applying for a reimbursement grant for \$1500.00 from the 2022 Election Grant through the State of Michigan.

I would ask that the board approve the purchase of ImageCast Precinct Tabulator - 320C - MI in the amount of \$5,295.00 to be paid from elections 101-262-890-000

Joshua R. Sutton

Oscoda Township Clerk



March 31, 2022

Oscoda Township, MI (Iosco County)

Q00007851

Prepared by:  
Barry Herron  
barry.herron@dominionvoting.com

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
<b>In-Person Voting: Polling Location Hardware</b>					
ImageCast Precinct Tabulator - 320C - MI		181-000024	1	\$5,295.00	\$5,295.00
Sub-Total					\$5,295.00
<b>Accessories</b>					
ImageCast Precinct Ballot Box - Plastic		180-000014	1	\$0.00	\$0.00
ICP Plastic Ballot Box Adapter Kit		172-000013	1	\$0.00	\$0.00
Sub-Total					\$0.00
<b>Estimated Shipping</b>					
Shipping (estimated)	Actual shipping cost billed at time of shipping	S90000	1	\$0.00	\$0.00
Sub-Total					\$0.00
Purchase Sub-Total				\$5,295.00	
Purchase Total				\$5,295.00	

Terms and Conditions

This quote is pursuant to the terms and conditions of Contract number 071B7700117.  
All pricing is subject to inventory availability at the time of quote acceptance and execution.

Annual fees are due after the initial contract term of five years (commencing in year 6).

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**

**CHARTER TOWNSHIP OF OSCODA**  
**WSSN: 5040**

**SAMPLE PERIOD:** 2021

Catherine A. Winn  
CERTIFIED OPERATOR

F-1/S-1  
CERTIFICATION

3/29/2022  
DATE SUBMITTED

*Catherine A. Winn*

SIGNATURE OF CERTIFIED OPERATOR

REPORT INCLUDES  
**2021 WATER SUPPLY CROSS CONNECTION REPORT**



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

**2021 WATER SUPPLY CROSS CONNECTION REPORT**

*Issued under authority of 1976 PA 399, as amended, MCL 325.1001 et seq., and its administrative rules.  
Failure to submit this form is a violation of the Act and may subject the water supply to enforcement actions.*

Return the completed form by March 31, 2022, to the appropriate Department of Environment, Great Lakes, and Energy (EGLE) district office to comply with administrative Rule R 325.11404 that states "a water utility shall report annually to the department on the status of the cross connection control program on a form provided by the department." For district office addresses, visit [Michigan.gov/CommunityWater](https://Michigan.gov/CommunityWater) and then click on *District Offices Map and Contact Information*.

	WSSN:	<u>5040</u>
A. Name of water system:	<u>Charter Township of Oscoda</u>	County: <u>Iosco</u>
B. Year that the current written cross connection control program was approved by EGLE:		<u>2019</u>
C. Total number of industrial, commercial, institutional, residential, and governmental accounts that must be routinely reinspected for cross connections:		<u>3,788</u>
Of this number,		
- How many are High Hazard accounts:	<u>12</u>	Frequency of Reinspection: Once per: <u>1 year</u>
- How many are Low Hazard accounts:	<u>53</u>	Frequency of Reinspection: Once per: <u>3 years</u>
D. Number of accounts from line "C" that received an initial inspection in 2021:		<u>87</u>
E. Total number of reinspections required and completed in 2021 based on degree of hazard:		
- High hazard reinspections required:	<u>12</u>	High hazard reinspections completed: <u>0</u>
- Low hazard reinspections required:	<u>53</u>	Low hazard reinspections completed: <u>0</u>
F. Number of accounts where a cross connection(s) was found to exist during inspections or reinspections in 2021:		<u>0</u>
G. Number of accounts from line "F" where corrective actions have been completed:		<u>0</u>
H. Total number of accounts from line "C" which are now in compliance with the local cross connection control program; H = C – (F - G):		<u>127</u>
I. Total number of backflow prevention devices in system requiring testing:		<u>44</u>
J. Number of backflow prevention devices tested in 2021:		<u>UNK</u>

Outline briefly any changes or significant findings since last reporting. Use additional sheets if necessary.

**Narrative Description of Program:**

Cross connection inspections resumed mid-way through 2021 as COVID-19 restrictions were reduced. Only residential inspections were performed during 2021. Commercial and industrial inspections will resume in 2022.

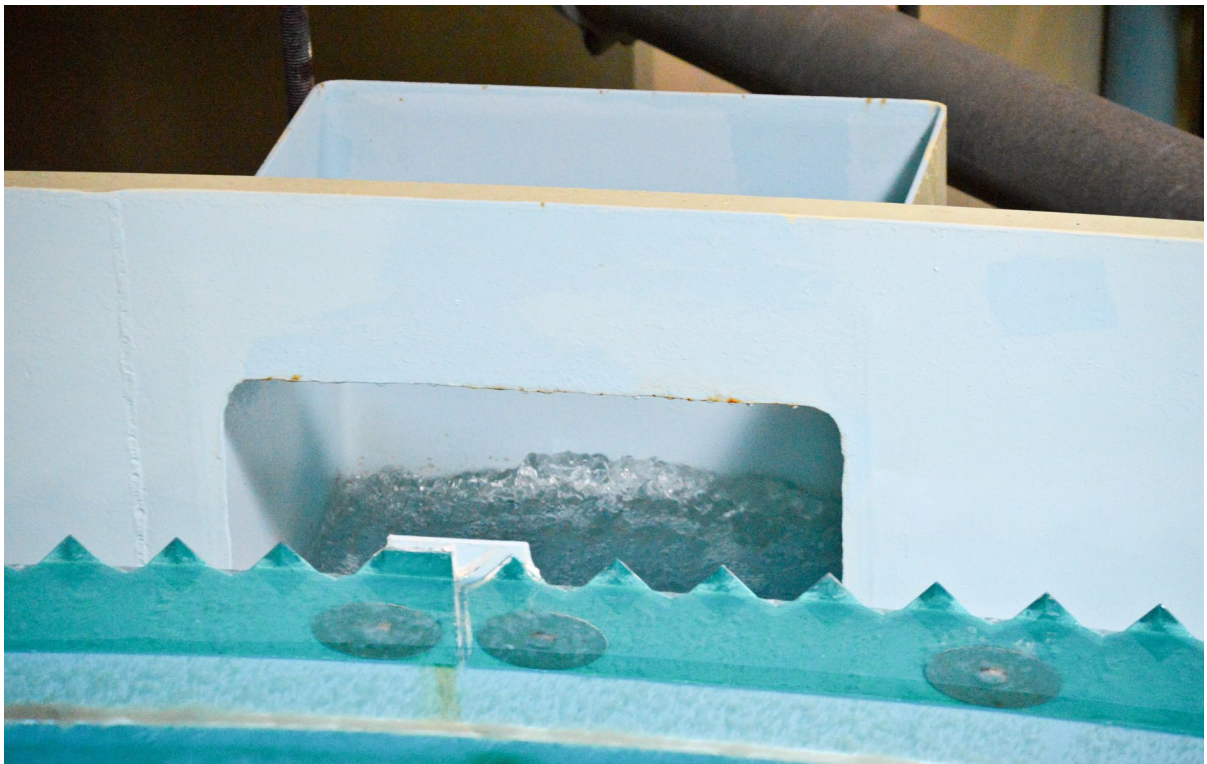
Name: Catherine A. Winn

Title: Operator In Charge Date: 3/29/22



Submitted to

*Huron Shore Regional Utility  
Authority*



Operating Report for

March 2022



April 1, 2022

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

**SUBJECT: HSRUA Monthly Operation and Maintenance Report for March 2022**

Dear Authority Board Members:

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

The Monthly Operating Report (MOR) submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) included within this report is for the previous month (February 2022), as this document is not always completed at the time of the Authority board meetings. As always, if you have any questions regarding the contents of this report or activities within our operation, please contact us at your convenience.

Sincerely,

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

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

Catherine A. Winn  
Regional Manager | Associate

## **HSRUA Monthly Operations Report**

### **March 2022**

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

March 1 – FVOP staff replaced the flex coupling on high service pump #1.

March 2 – Oudbier Instrument was on-site to install electrical conduit and wiring for the new turbidimeters.

March 5 – Oudbier Instrument completed wiring for the new turbidimeters and integrated them with the SCADA system.

#### **DISTRIBUTION SYSTEM**

March 2 – The City of East Tawas DPW repaired a water main break on Adams Street.

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

The March MOR will be submitted to EGLE on or before April 10<sup>th</sup>. The water treatment plant was in compliance throughout the month of March 2022.

No accidents or Workmen's Compensation issues occurred at the water treatment plant or within the Authority's regional water distribution system during the month of March 2022.

#### **MAINTENANCE EXPENDITURES DETAIL**

Maintenance allowance expenditures for the contract year ending April 2022 total \$174,995.89 through February 2022.

# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE ALLOWANCE SPENDING 2021 - 2022

Contract Year 2021-2022:	\$	162,000.00
Remaining Fund from 2020-2021:	\$	-
Beginning Total:	\$	162,000.00
Total Spent:	\$	<b>174,995.89</b>
Remaining Fund:	\$	<b>(12,995.89)</b>

# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE 2021 - 2022

Contract Year 2020-2021:	\$	30,000.00
Remaining Fund from 2019-2020	\$	-
Beginning Total:	\$	30,000.00
Total Spent:	\$	<b>41,415.15</b>
Remaining Fund:	\$	<b>(11,415.15)</b>

### April 2021

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

### May 2021

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

### June 2021

Avaya	Multi-line phone system maintenance contract	\$	44.44
Tawas Hardware	Parts for Tawas water tower sump pump repair	\$	17.10
Tawas Hardware	Parts for WTP boiler line repair	\$	16.94
Lesman Instruments	Booster Pump A solenoid valve	\$	327.64
Tawas Hardware	Booster Pump A pipe fittings	\$	8.88
		<b>Total June</b>	<b>\$ 415.00</b>

### July 2021

Otis Elevator	Quarterly service contract (7/1/21 - 9/30/21)	\$	365.94
Avaya	Multi-line phone system maintenance contract	\$	44.44
Alpena Supply Company	Replacement valves for chlorine feed system	\$	220.98
		<b>Total July</b>	<b>\$ 631.36</b>

# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE 2021 - 2022

Contract Year 2020-2021:	\$	30,000.00
Remaining Fund from 2019-2020	\$	-
Beginning Total:	\$	30,000.00
Total Spent:	\$	<b>41,415.15</b>
Remaining Fund:	\$	<b>(11,415.15)</b>

### August 2021

Etna Distributors, LLC	Valve riser Crocker meter pit	\$	61.56
Colvin's Heating & Cooling	Service call for administrative area AC unit	\$	100.00
Oudbier Instrument	Emergency response SCADA failure 8/15/2021 (Sunday)	\$	2,960.00
RS Technical Services	Annual chlorination system preventive maintenance	\$	4,300.69
Avaya	Multi-line phone system maintenance contract	\$	44.44
VWR International	Replacement laboratory oven	\$	2,075.97
Kennedy Industries	Replacement EQ basin valve	\$	738.06
<b>Total August</b>		<b>\$</b>	<b>10,280.72</b>

### September 2021

Colvin's Heating & Cooling	Repair of administrative area AC unit	\$	1,308.00
Avaya	Multi-line phone system maintenance contract	\$	44.44
<b>Total September</b>		<b>\$</b>	<b>1,352.44</b>

### October 2021

Otis Elevator	Quarterly service contract (10/1/21 - 12/31/21)	\$	365.94
Avaya	Multi-line phone system maintenance contract	\$	44.44
Standard Electric	Replacement fluorescent lamps	\$	13.57
MRO Supply	Replacement LED high bay lamps sedimentation room (4)	\$	2,669.92
W.W. Grainger	Replacement lighted Exit signs	\$	173.59
National Pump Supply	Effluent sample pump	\$	524.95
<b>Total October</b>		<b>\$</b>	<b>3,792.41</b>

### November 2021

Avaya	Multi-line phone system maintenance contract	\$	44.44
State of Michigan LARA	Annual boiler certification	\$	60.00
Ebay	Replacement rocker switch for autoclave (obsolete)	\$	64.66
Standard Electric	Indicator light	\$	13.57
Core & Main	Master meter output modules (current flow rate)	\$	265.00
Industrial Air Centers	Air compressor oil	\$	206.09
Tawas Hardware	HVAC filters	\$	24.97
AuSable Hardware	Exterior fixture lamps	\$	48.74
Tawas Hardware	Exterior lamps	\$	28.61
Bisbee Infrared	Infrared scan WTP and Booster Pump Station	\$	275.00
Amazon.com	Replacement exterior wall pack fixture	\$	105.99
Sweets Heating & Cooling	Annual boiler CSD-1 inspection	\$	150.00
<b>Total November</b>		<b>\$</b>	<b>1,287.07</b>

# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE 2021 - 2022

Contract Year 2020-2021:	\$	30,000.00
Remaining Fund from 2019-2020	\$	-
Beginning Total:	\$	30,000.00
Total Spent:	\$	<b>41,415.15</b>
Remaining Fund:	\$	<b>(11,415.15)</b>

### December 2021

<b>W.W. Grainger</b>	Pipe fittings for new turbidimeters	\$	41.10
<b>Applied Industrial Tech.</b>	Shaft sleeve High Service Pump #1	\$	361.89
<b>AuSable Hardware</b>	PVC piping / fittings for new turbidimeter drain lines	\$	19.26
<b>AuSable Hardware</b>	PVC piping / fittings for new turbidimeter drain lines	\$	49.99
<b>Amazon.com</b>	Battery for water tower UPS	\$	72.60
<b>Fastenal</b>	Struts and hardware to mount new turbidimeters	\$	573.05
<b>Detroit Pump</b>	Replacement alum pump	\$	1,638.61
<b>National Pipeline</b>	Annual cathodic protection inspection Tawas & Industrial	\$	1,100.00
<b>Oudbier Instrument</b>	SCADA and remote communication troubleshooting	\$	2,754.00
<b>John Henry Excavating</b>	Repair valve on US-23	\$	500.00
<b>John Henry Excavating</b>	Pavement repair leaking valve US-23 & Mill Street	\$	2,000.00
<b>Avaya</b>	Multi-line phone system maintenance contract (new equip)	\$	51.35
<b>VWR</b>	Replacement fluoride probe	\$	1,149.30
<b>Total December</b>		<b>\$</b>	<b>10,311.15</b>

### January 2022

<b>Batteries Plus</b>	UPS battery for Cemetery Road valve	\$	46.62
<b>Avaya</b>	Multi-line phone system maintenance contract (new equip)	\$	51.35
<b>Amazon.com</b>	UPS for Tawas water tower	\$	75.10
<b>W.W. Grainger</b>	Couplings for turbidimeter installation	\$	107.53
<b>Tawas Hardware</b>	Replacement fluorescent lamps for WTP	\$	35.50
<b>Tawas Hardware</b>	Parts and fittings for turbidimeter install	\$	14.23
<b>Tawas Hardware</b>	Parts and fittings for turbidimeter install	\$	30.34
<b>Fastenal</b>	Stainless steel bolts turbidimeter install	\$	2.31
<b>Graham Generator</b>	Annual generator PM at WTP and booster station	\$	1,584.70
<b>Colvin's Heating &amp; Cooling</b>	Emergency service call filter room HVAC	\$	240.00
<b>Colvin's Heating &amp; Cooling</b>	Filter room HVAC repair	\$	120.00
<b>Colvin's Heating &amp; Cooling</b>	WTP HVAC repair	\$	158.00
<b>Gary Ulman Plumbing</b>	Lincoln Street heater repair	\$	89.08
<b>Gary Ulman Plumbing</b>	WTP RPZ backflow preventer repair	\$	738.04
<b>RS Technical Services</b>	Fluoride feed pump	\$	258.45
<b>Otis Elevator</b>	Required CAT1 Test	\$	1,325.00
<b>Otis Elevator</b>	Quarterly service contract (1/1/22 - 3/31/22)	\$	365.94
<b>Total January</b>		<b>\$</b>	<b>5,242.19</b>

# HURON SHORES REGIONAL UTILITY AUTHORITY

## MAINTENANCE 2021 - 2022

Contract Year 2020-2021:	\$	30,000.00
Remaining Fund from 2019-2020	\$	-
Beginning Total:	\$	30,000.00
Total Spent:	\$	<b>41,415.15</b>
Remaining Fund:	\$	<b>(11,415.15)</b>

### February 2022

Avaya	Multi-line phone system maintenance contract (new equip)	\$	21.18
Tawas Hardware	Toilet repair parts	\$	9.53
Tawas Hardware	Toilet repair unused parts returned	\$	(2.12)
Tawas Hardware	Parts and fittings for turbidimeter install	\$	10.04
Tawas Hardware	Parts and fittings for turbidimeter install	\$	61.22
Tawas Hardware	Parts and fittings for turbidimeter install	\$	3.39
Tawas Hardware	Replacement fluorescent ballast and lamps	\$	124.50
Tawas Hardware	Parts and fittings for turbidimeter install	\$	9.30
Tawas Hardware	Parts and fittings for turbidimeter install	\$	22.90
Tawas Hardware	Sedimentation room light replacement	\$	112.19
Cole Parmer Instruments	Turbidimeter lamp	\$	253.06
Tawas Hardware	Ballasts for lamps	\$	178.01
Amazon.com	Filter gallery light fixture	\$	45.57
<b>Total February</b>		<b>\$</b>	<b>848.77</b>

### March 2022

Avaya	Multi-line phone system maintenance contract (new equip)	\$	67.53
Applied Industrial Tech.	Flex coupling High Service Pump #1	\$	387.22
Tawas Hardware	Hardware High Service Pump #1 coupling	\$	4.22
Oudbier Instrument	Conduit, wiring, SCADA integration new turbidimeters	\$	4,537.50
<b>Total March</b>		<b>\$</b>	<b>4,996.47</b>



# HURON SHORES REGIONAL UTILITY AUTHORITY

## UTILITIES 2021 - 2022

Contract Year 2021-2022    \$132,000.00  
 Remaining Fund from 2020-2021:    \$0  
 Beginning Total:    \$132,000.00  
 Total Spent:    **\$133,580.74**  
 Remaining Fund:    **(\$1,580.74)**

		April 2021	May 2021	June 2021	July 2021	August 2021	September 2021
<b>Spectrum Business</b>	Internet service 247 Baldwin Resort Road	\$ 84.99	\$ 84.99	\$ 84.99	\$ 84.99	\$ 84.99	\$ 84.99
<b>Corecomm</b>	Corecomm email service HSRUA	\$ 143.70					
<b>Granite Communication</b>	Land lines (4) 247 Baldwin Resort Road	\$ 361.24	\$ 401.88	\$ 429.83	\$ 361.24	\$ 350.27	\$ 345.43
<b>Baldwin Township</b>	Sewer 247 Baldwin Resort Road	\$ 1,374.03	\$ 1,179.40	\$ 1,405.59	\$ 1,298.57	\$ 1,233.49	\$ 1,095.06
<b>Consumers Energy</b>	HSRUA water plant	\$ 4,920.36	\$ 4,987.39	\$ 6,280.09	\$ 6,965.34	\$ 6,823.65	\$ 6,823.61
<b>Consumers Energy</b>	Booster station	\$ 1,757.87	\$ 2,015.21	\$ 2,148.59	\$ 2,753.50	\$ 2,455.35	\$ 2,048.86
<b>Consumers Energy</b>	Lincoln Street	\$ 152.77	\$ 229.58	\$ 478.68	\$ 515.56	\$ 441.29	\$ 454.05
<b>Consumers Energy</b>	Tawas water tower	\$ 47.47	\$ 42.70	\$ 37.88	\$ 34.19	\$ 33.71	\$ 33.83
<b>Consumers Energy</b>	Baldwin water tower	\$ 162.01	\$ 80.11	\$ 56.88	\$ 58.64	\$ 59.05	\$ 57.81
<b>Consumers Energy</b>	Industrial (AuSable) water tower	\$ 72.74	\$ 40.76	\$ 37.46	\$ 36.28	\$ 35.79	\$ 37.67
<b>Consumers Energy</b>	Lakewood Shore water tower	\$ 446.53	\$ 421.26	\$ 492.32	\$ 492.32	\$ 444.92	\$ 497.32
<b>Consumers Energy</b>	South WAFB tower	\$ 30.16	\$ 29.88	\$ 30.02	\$ 30.17	\$ 29.84	\$ 29.98
<b>Consumers Energy</b>	North WAFB tower	\$ 52.06	\$ 43.14	\$ 36.85	\$ 34.80	\$ 33.56	\$ 34.86
<b>Consumers Energy</b>	Meter pit Cedar Street	\$ (29.71)	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.09	\$ 29.52
<b>Consumers Energy</b>	Meter pit Bay Street	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.09	\$ 29.09
<b>Consumers Energy</b>	Meter pit F-41	\$ 29.28	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.09	\$ 29.09
<b>Consumers Energy</b>	Meter pit Bissonette	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.09	\$ 29.09
<b>Consumers Energy</b>	Meter pit Division	\$ 34.89	\$ 32.99	\$ 32.24	\$ 32.12	\$ 31.77	\$ 32.20
<b>Consumers Energy</b>	Meter pit Lake Street	\$ 29.28	\$ 29.42	\$ 29.42	\$ 29.42	\$ 29.38	\$ 29.38
<b>Consumers Energy</b>	Meter pit Baldwin loop	\$ 49.48	\$ 48.36	\$ 49.07	\$ 47.72	\$ 46.90	\$ 47.88
<b>Consumers Energy</b>	Meter pit Tawas Beach Rd.	\$ 31.94	\$ 32.12	\$ 31.79	\$ 31.81	\$ 32.08	\$ 32.05
<b>Consumers Energy</b>	Meter pit E. Tawas Beach Rd.	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.09	\$ 29.09
<b>Consumers Energy</b>	Meter pit Cemetery Rd.	\$ 36.08	\$ 37.93	\$ 35.05	\$ 35.23	\$ 35.19	\$ 35.00
<b>Consumers Energy</b>	Meter pit W. River Rd.	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.13	\$ 29.09	\$ 29.09
<b>DTE Energy</b>	HSRUA water plant	\$ 471.41	\$ 202.38	\$ 42.05	\$ 42.05	\$ 42.21	\$ 42.23
<b>DTE Energy</b>	Booster station	\$ 117.98	\$ 86.02	\$ 34.99	\$ 35.69	\$ 36.39	\$ 35.61
<b>DTE Energy</b>	Lincoln Street	\$ 86.02	\$ 54.83	\$ 37.80	\$ 38.51	\$ 38.55	\$ 38.49
<b>DTE Energy</b>	Lakewood Shore water tower	\$ 62.24	\$ 44.89	\$ 34.99	\$ 49.85	\$ 34.99	\$ 34.92
		<b>\$ 10,641.34</b>	<b>\$ 10,300.02</b>	<b>\$ 12,021.36</b>	<b>\$ 13,182.78</b>	<b>\$ 12,527.91</b>	<b>\$ 12,046.20</b>

# HURON SHORES REGIONAL UTILITY AUTHORITY

## UTILITIES 2021 - 2022

Contract Year 2021-2022    \$132,000.00  
 Remaining Fund from 2020-2021:    \$0  
 Beginning Total:    \$132,000.00  
 Total Spent:    **\$133,580.74**  
 Remaining Fund:    **(\$1,580.74)**

		October 2021	November 2021	December 2021	January 2022	February 2022
<b>Spectrum Business</b>	Internet service 247 Baldwin Resort Road	\$ 84.99	\$ 84.99	\$ 84.99	\$ 86.26	\$ 84.99
<b>Corecomm</b>	Corecomm email service HSRUA	\$ 143.70				
<b>Granite Communication</b>	Land lines (4) 247 Baldwin Resort Road	\$ 314.84	\$ 325.19	\$ 300.58	\$ 300.76	\$ 369.42
<b>Baldwin Township</b>	Sewer 247 Baldwin Resort Road	\$ 1,479.14	\$ 1,114.46	\$ 1,347.86	\$ 1,509.91	\$ 1,546.93
<b>Consumers Energy</b>	HSRUA water plant	\$ 6,415.22	\$ 5,411.77	\$ 4,633.26	\$ 5,400.41	\$ 5,662.84
<b>Consumers Energy</b>	Booster station	\$ 2,025.18	\$ 2,231.29	\$ 1,726.51	\$ 1,908.57	\$ 2,356.89
<b>Consumers Energy</b>	Lincoln Street	\$ 303.38	\$ 108.74	\$ 109.98	\$ 154.09	\$ 179.68
<b>Consumers Energy</b>	Tawas water tower	\$ 45.08	\$ 165.41	\$ 203.92	\$ 180.38	\$ 220.73
<b>Consumers Energy</b>	Baldwin water tower	\$ 57.51	\$ 60.62	\$ 116.11	\$ 168.29	\$ 179.53
<b>Consumers Energy</b>	Industrial (AuSable) water tower	\$ 38.42	\$ 43.45	\$ 56.76	\$ 75.00	\$ 115.83
<b>Consumers Energy</b>	Lakewood Shore water tower	\$ 342.89	\$ 239.60	\$ 418.22	\$ 639.23	\$ 620.22
<b>Consumers Energy</b>	South WAFB tower	\$ 30.12	\$ 29.84	\$ 30.35	\$ 30.21	\$ 30.21
<b>Consumers Energy</b>	North WAFB tower	\$ 36.05	\$ 35.59	\$ 42.20	\$ 55.87	\$ 58.61
<b>Consumers Energy</b>	Meter pit Cedar Street	\$ 29.09	\$ 29.09	\$ 29.36	\$ 29.36	\$ 29.36
<b>Consumers Energy</b>	Meter pit Bay Street	\$ 29.68	\$ 29.09	\$ 29.79	\$ 29.36	\$ 29.36
<b>Consumers Energy</b>	Meter pit F-41	\$ 29.09	\$ 29.09	\$ 29.36	\$ 29.36	\$ 33.01
<b>Consumers Energy</b>	Meter pit Bissonette	\$ 29.09	\$ 29.09	\$ 29.36	\$ 29.36	\$ 29.36
<b>Consumers Energy</b>	Meter pit Division	\$ 32.35	\$ 37.98	\$ 40.64	\$ 47.95	\$ 48.06
<b>Consumers Energy</b>	Meter pit Lake Street	\$ 29.38	\$ 29.38	\$ 29.64	\$ 29.50	\$ 29.63
<b>Consumers Energy</b>	Meter pit Baldwin loop	\$ 46.00	\$ 48.82	\$ 76.46	\$ 77.22	\$ 77.57
<b>Consumers Energy</b>	Meter pit Tawas Beach Rd.	\$ 32.35	\$ 31.17	\$ 31.36	\$ 30.63	\$ 30.63
<b>Consumers Energy</b>	Meter pit E. Tawas Beach Rd.	\$ 29.09	\$ 29.09	\$ 29.36	\$ 29.36	\$ 29.36
<b>Consumers Energy</b>	Meter pit Cemetery Rd.	\$ 35.15	\$ 36.79	\$ 36.78	\$ 36.52	\$ 37.24
<b>Consumers Energy</b>	Meter pit W. River Rd.	\$ 29.09	\$ 29.09	\$ 29.36	\$ 29.36	\$ 29.36
<b>DTE Energy</b>	HSRUA water plant	\$ 87.24	\$ 613.54	\$ 963.66	\$ 2,548.00	\$ 2,865.10
<b>DTE Energy</b>	Booster station	\$ 47.39	\$ 68.55	\$ 115.05	\$ 223.81	\$ 235.08
<b>DTE Energy</b>	Lincoln Street	\$ 39.27	\$ 74.54	\$ 138.30	\$ 196.00	\$ 189.90
<b>DTE Energy</b>	Lakewood Shore water tower	\$ 34.99	\$ 38.54	\$ 79.04	\$ 100.82	\$ 127.81
		<b>\$ 11,875.77</b>	<b>\$ 11,004.80</b>	<b>\$ 10,758.26</b>	<b>\$ 13,975.59</b>	<b>\$ 15,246.71</b>



# Huron Shore Regional Utility Authority

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



## FEBRUARY 2022

### WURTSMITH AIR FORCE BASE

WAFB FRONT GATE			WAFB BACK GATE		
READ DATE	IN	OUT	READ DATE	IN	OUT
2/28/2022	36625	998839	2/28/2022	89191	195
1/31/2022	36141	998838	1/31/2022	87841	195
<b>TOTAL</b>	<b>484,000</b>	<b>1,000</b>	<b>TOTAL</b>	<b>1,350,000</b>	<b>0</b>

F-41 ALERT FACILITY	
READ DATE	IN
2/28/2022	4
1/31/2022	4
<b>TOTAL</b>	<b>0</b>

TOTAL ON WAFB: 1,834,000  
TOTAL OFF WAFB: 1,000  
TOTAL WAFB USAGE: 1,833,000

### CHARTER TOWNSHIP OF OSCODA

NEW LAKE AND DIVISION			OLD LAKE AND DIVISION		
			INACTIVE		
READ DATE	IN	OUT	READ DATE	IN	OUT
2/28/2022	45828	4	2/28/2022	128668	7903
1/31/2022	43783	4	1/31/2022	128668	7903
<b>TOTAL</b>	<b>20,450,000</b>	<b>0</b>	<b>TOTAL</b>	<b>0</b>	<b>0</b>

RIVER ROAD	MILL STREET		OSC. H.S		
		INACTIVE	ACTIVE		
READ DATE	IN	OUT	IN	TOTAL TO OSCODA:	20,516,000
2/28/2022	15246	20002	157	TOTAL BACK TO AuSABLE:	0
1/31/2022	15245	20002	101	TOTAL WAFB USAGE:	1,833,000
<b>TOTAL</b>	<b>10,000</b>	<b>0</b>	<b>56,000</b>	TOTAL SILVER SANDS:	457,525
				TOTAL OSCODA USAGE:	18,225,475

### AuSABLE TOWNSHIP

BOOSTER STATION			
READ DATE 2/28/2022 665,228,575 1/31/2022 641,113,853 TOTAL 24,114,722			
		SILVER SANDS	
		TOTAL	457,525
		AUSABLE POINT	
TOTAL	32,000		

TOTAL BOOSTER STATION: 24,114,722  
TOTAL WAFB USAGE: 1,833,000  
TOTAL OSCODA USAGE: 18,225,475  
TOTAL AUSABLE USAGE: 4,024,247

# BALDWIN TOWNSHIP

## PONTIAC and CROCKER METERS INACTIVE

CEMETERY ROAD			BALDWIN RESORT		TAWAS BEACH CLUB		PONTIAC
READ DATE	IN	OUT	READ DATE	IN	READ DATE	IN	IN
2/28/2022	108753	64912	2/28/2022	2849	2/28/2022	669	2270
1/31/2022	106246	63841	1/31/2022	2722	1/31/2022	633	2270
<b>TOTAL</b>	<b>2,507,000</b>	<b>1,071,000</b>	<b>TOTAL</b>	<b>127,000</b>	<b>TOTAL</b>	<b>36,000</b>	<b>0</b>

US-23/EMERY PIT		CROCKER		AuSABLE POINT		BIRCH DRIVE	
READ DATE	IN	READ DATE	IN	READ DATE	IN	READ DATE	IN
2/28/2022	26684	2/28/2022	1495	2/28/2022	1017	2/28/2022	852
1/31/2022	26549	1/31/2022	1495	1/31/2022	985	1/31/2022	726
<b>TOTAL</b>	<b>13,500</b>	<b>TOTAL</b>	<b>0</b>	<b>TOTAL</b>	<b>32,000</b>	<b>TOTAL</b>	<b>126,000</b>

BALDWIN MASTER METER PIT				
READ DATE	IN	BOOSTER		
2/28/2022	8980	16840		
1/31/2022	8410	15380		
<b>TOTAL</b>	<b>570,000</b>	<b>1,460,000</b>		
			<b>TOTAL TO BALDWIN TOWNSHIP:</b>	3,545,500
			<b>TOTAL BACK TO EAST TAWAS:</b>	1,071,000
			<b>TOTAL TO BOOSTER:</b>	1,460,000
			<b>TOTAL BALDWIN TOWNSHIP USAGE:</b>	<b>1,014,500</b>

## TAWAS CITY

WESTOVER			US-23	
READ DATE	IN	OUT	READ DATE	IN
2/28/2022	137781	33619	2/28/2022	26481
1/31/2022	132945	31392	1/31/2022	24315
<b>TOTAL</b>	<b>4,836,000</b>	<b>2,227,000</b>	<b>TOTAL</b>	<b>2,166,000</b>

<b>TOTAL TO TAWAS CITY:</b>	7,002,000
<b>TOTAL BACK TO EAST TAWAS:</b>	2,227,000
<b>TOTAL TAWAS CITY USAGE</b>	<b>4,775,000</b>

## CITY OF EAST TAWAS

EAST TAWAS MASTER		
READ DATE	IN	OUT
2/28/2022	633332	849
1/31/2022	520131	715
<b>TOTAL</b>	<b>11,320,100</b>	<b>134,000</b>

<b>EAST TAWAS METER NET:</b>	11,186,100
<b>CEMETERY ROAD OUT:</b>	1,436,000
<b>TOTAL TAWAS USAGE:</b>	4,775,000
<b>TOTAL EAST TAWAS USAGE:</b>	<b>4,975,100</b>

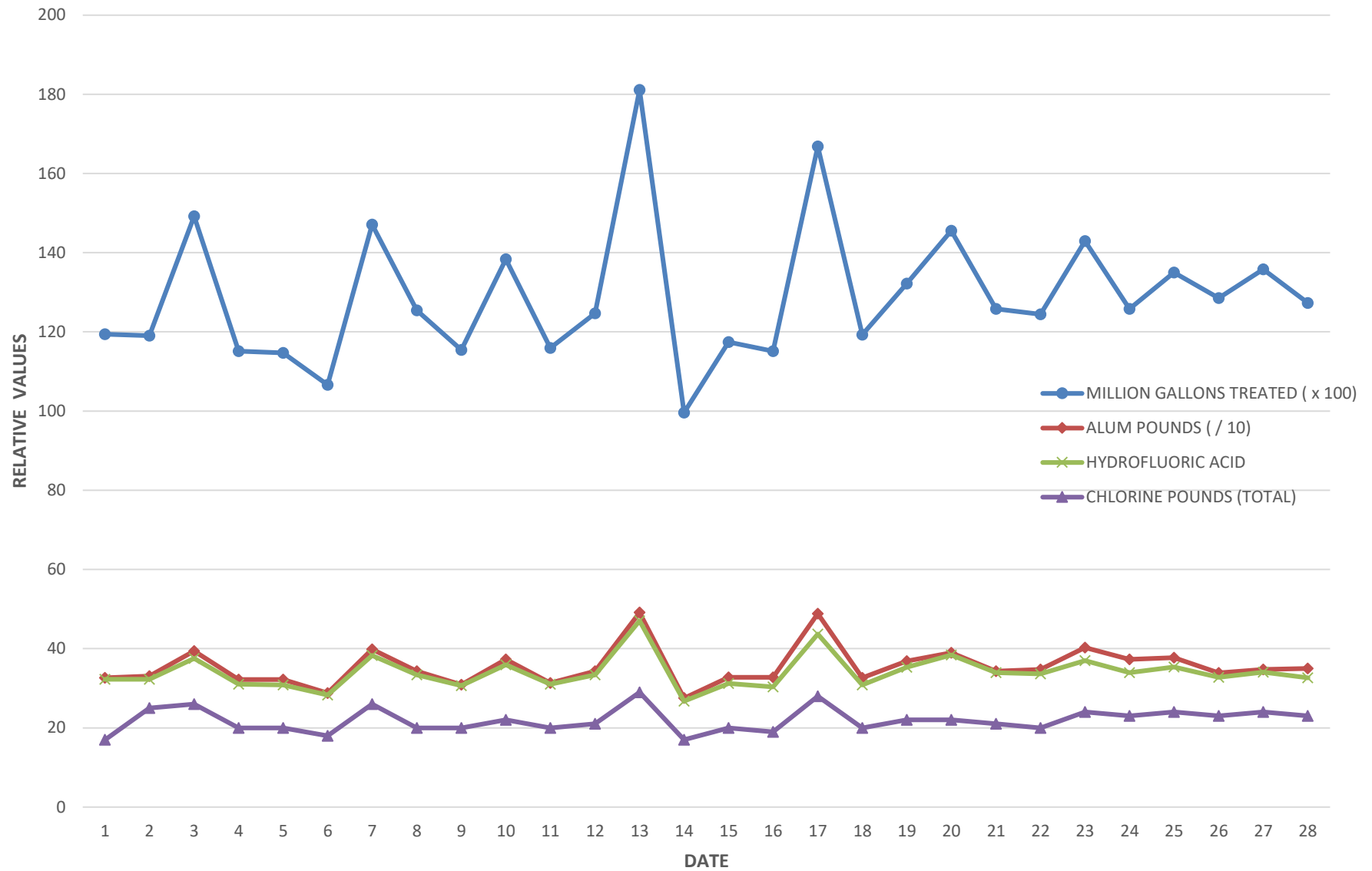
## HSRUA WATER PLANT

WATER PLANT PRODUCTION	
READ DATE	
2/28/2022	123873.89
1/31/2022	120498.21
<b>TOTAL</b>	<b>33,756,800</b>

<b>TOTAL WATER PLANT PRODUCTION</b>	33,756,800
<b>TOTAL FROM ALL MASTER METERS</b>	34,847,322
<b>HSRUA USEAGE:</b>	-
<b>TOTAL TO SEWER:</b>	103,088
<b>PLANT USAGE</b>	<b>-987,434</b>

	GALLONS	PERCENT
<b>WURTSMITH</b>	<b>1,833,000</b>	<b>5.26%</b>
<b>OSCODA</b>	<b>18,225,475</b>	<b>52.30%</b>
<b>AUSABLE</b>	<b>4,024,247</b>	<b>11.55%</b>
<b>BALDWIN</b>	<b>1,014,500</b>	<b>2.91%</b>
<b>TAWAS</b>	<b>4,775,000</b>	<b>13.70%</b>
<b>EAST TAWAS</b>	<b>4,975,100</b>	<b>14.28%</b>
<b>HSRUA WTP</b>	<b>-987,434</b>	<b>-2.83%</b>
<b>TOTAL</b>	<b>34,847,322</b>	<b>100.00%</b>
<b>TOTAL % OF PRODUCTION ACCOUNTED FOR</b>	<b>100.00%</b>	

## TREATED FLOW AND CHEMICAL USAGE FEBRUARY 2022



**MONTHLY OPERATION REPORT OF  
WATER TREATMENT PLANT**

**Huron Shore Regional Utility Authority**

For the month/year of  
**FEBRUARY 2022**

WSSN:3319

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

**CATHERINE WINN**  
Certified Operator

**F-1**  
Water Plant Classification

\_\_\_\_\_  
Signature

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

**Treatment Rate and Filter Data**

1. Treatment Rate, Maximum: 4.58 Million Gallons per Day
2. Treatment Rate, Approved Rated Plant Capacity: 5.4 Million Gallons per Day
3. Average Filter Run: 77.75 Hours
4. Average Filtration Rate: 1.68 Gallons Per Square Ft. per Minute
5. Maximum Filtration Rate: 2.05 Gallons Per Square Ft. per Minute
6. Average Wash Water Use: 1.38% percent of Treated Water

**Chemical Data**

7. Chlorine on hand: 3482.5 lbs. Est. supply 158 days
8. Alum (  $Al^{3+}$  ) on hand: 1517.41 lbs. Est. supply 97 days
9. Cost of All Chemicals per Million Gallons: \$67.25
10. Total Power Cost per Million Gallons: \$156.72

**Remarks**

Number of filter confluence samples >0.3 NTU 0

Number of filter confluence samples collected: 196

Percent of filter confluence samples >0.3 NTU 0

**Did any individual filter exceed:**

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

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

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

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

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

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

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

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

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

### Coagulation Parameters

**HURON SHORES REGIONAL UTILITY AUTHORITY**  
**WSSN: 3319**

Page 2

DATE	Million Gallons Treated	Poly Ani Lbs	Alum lbs	Alum mg/L	Alum as Al+3	Turbidity Units											
						Raw			Applied		Filter Confluence						Point of Entry
						Number of Samples	Avg.	Max.	Avg.	Max.	Number of samples	Avg.	Max.	No. of 4 hr Compliance periods	No. of 4 hr compliance periods >0.3 NTU	No. of samples >0.3 NTU	Plant tap NTU
1	1.194	0.00	326.13	32.74	1.44	7	0.96	3.19	0.15	0.20	7	0.05	0.05	2	0	0	0.05
2	1.190	0.00	330.37	33.30	1.47	7	0.30	0.42	0.13	0.17	7	0.05	0.06	2	0	0	0.05
3	1.492	0.00	393.90	32.53	1.43	7	0.34	0.78	0.18	0.36	7	0.05	0.05	2	0	0	0.05
4	1.151	0.00	321.90	33.53	1.48	7	0.30	0.52	0.13	0.14	7	0.05	0.05	2	0	0	0.05
5	1.147	0.00	321.90	33.64	1.48	7	0.26	0.31	0.14	0.16	7	0.05	0.05	2	0	0	0.05
6	1.066	0.00	288.01	32.40	1.43	6	0.16	0.19	0.13	0.14	7	0.05	0.06	2	0	0	0.05
7	1.471	0.00	398.14	32.45	1.43	7	0.19	0.24	0.16	0.24	7	0.05	0.05	2	0	0	0.05
8	1.254	0.00	343.07	32.80	1.44	7	0.29	0.43	0.13	0.15	7	0.05	0.05	2	0	0	0.05
9	1.154	0.00	309.19	32.14	1.41	7	0.30	0.45	0.13	0.14	7	0.05	0.05	2	0	0	0.05
10	1.383	0.00	372.72	32.33	1.42	7	0.26	0.37	0.17	0.21	7	0.05	0.05	2	0	0	0.05
11	1.159	0.00	313.43	32.18	1.42	7	0.32	0.60	0.15	0.17	7	0.05	0.05	2	0	0	0.05
12	1.247	0.00	343.07	32.99	1.45	6	0.31	0.57	0.16	0.20	6	0.05	0.05	2	0	0	0.05
13	1.811	0.00	491.31	47.05	1.43	9	0.28	0.35	0.20	0.27	9	0.05	0.06	2	0	0	0.05
14	0.996	0.00	275.31	33.13	1.46	6	0.27	0.37	0.13	0.15	6	0.05	0.05	2	0	0	0.05
15	1.174	0.00	327.83	33.49	1.47	7	0.65	1.08	0.23	0.26	7	0.05	0.05	2	0	0	0.05
16	1.151	0.00	327.83	34.15	1.50	7	0.15	0.21	0.25	0.43	7	0.05	0.05	2	0	0	0.05
17	1.668	0.00	488.45	32.24	1.55	7	0.15	0.17	0.30	0.57	7	0.06	0.06	2	0	0	0.06
18	1.193	0.00	326.13	32.78	1.44	7	0.29	0.50	0.16	0.17	7	0.06	0.06	2	0	0	0.06
19	1.322	0.00	368.49	33.41	1.47	8	0.33	0.41	0.16	0.19	8	0.06	0.06	2	0	0	0.06
20	1.455	0.00	389.66	32.12	1.41	7	0.26	0.38	0.19	0.22	7	0.05	0.06	2	0	0	0.05
21	1.258	0.00	343.07	32.70	1.44	7	0.16	0.21	0.16	0.20	7	0.05	0.05	2	0	0	0.05
22	1.244	0.00	347.31	33.46	1.47	7	0.70	1.05	0.25	0.28	7	0.05	0.05	2	0	0	0.05
23	1.429	0.00	402.37	33.76	1.49	7	0.76	0.90	0.26	0.36	7	0.05	0.05	2	0	0	0.05
24	1.258	0.00	372.72	35.53	1.56	7	0.49	0.88	0.22	0.24	7	0.06	0.06	2	0	0	0.06
25	1.350	0.00	376.96	33.48	1.47	7	0.76	0.88	0.29	0.37	7	0.06	0.06	2	0	0	0.06
26	1.285	0.00	338.84	31.61	1.39	7	0.81	0.98	0.32	0.36	7	0.06	0.06	2	0	0	0.06
27	1.358	0.00	347.31	30.65	1.35	7	0.69	1.09	0.26	0.48	7	0.06	0.06	2	0	0	0.06
28	1.273	0.00	349.85	32.65	1.45	7	0.49	0.92	0.20	0.25	7	0.06	0.06	2	0	0	0.06
AVG	1.290	0.00		33.40	1.45	7	0.40		0.19			0.05					
MAX	1.811	0.00		47.05	1.56	9	0.96	3.19	0.32	0.57		0.06	0.06				
MIN	0.996	0.00		30.65	1.35	6	0.15		0.32			0.05					
TOTAL	36.133	0.00	9935.27			196											

<b>TOTAL</b>	<b>951.70</b>
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DATE	PH		Total Hardness Test CaCO <sub>3</sub> mg/L		Total Alkalinity as CaCO <sub>3</sub> mg/l		Non - Carbonate Hardness as CaCO <sub>3</sub> mg/l		Chlorine lbs			Agg. Index
	Raw	Tap	Raw	Tap	Raw	Tap	Raw	Tap	Pre	Inter	Post	
1	7.93	7.15	N/A	N/A	79	70	N/A	N/A	0.00	17.00	N/A	N/A
2	7.83	7.17	102	100	79	69	23	31	6.40	18.60	N/A	10.84
3	7.83	7.15	N/A	N/A	80	70	N/A	N/A	13.30	12.70	N/A	N/A
4	7.77	7.12	N/A	N/A	79	66	N/A	N/A	10.50	9.50	N/A	N/A
5	7.81	7.15	N/A	N/A	80	69	N/A	N/A	10.50	9.50	N/A	N/A
6	7.82	7.13	N/A	N/A	78	72	N/A	N/A	8.00	10.00	N/A	N/A
7	7.78	7.10	N/A	N/A	80	71	N/A	N/A	12.20	13.80	N/A	N/A
8	7.86	7.11	N/A	N/A	79	71	N/A	N/A	11.40	8.60	N/A	N/A
9	7.82	7.12	103	102	81	71	22	31	10.60	9.40	N/A	10.81
10	7.82	7.15	N/A	N/A	79	71	N/A	N/A	12.70	9.30	N/A	N/A
11	7.76	7.17	N/A	N/A	78	72	N/A	N/A	10.60	9.40	N/A	N/A
12	7.89	7.21	N/A	N/A	79	71	N/A	N/A	11.50	9.50	N/A	N/A
13	7.86	7.16	N/A	N/A	83	73	N/A	N/A	16.00	13.00	N/A	N/A
14	7.76	7.14	N/A	N/A	81	72	N/A	N/A	9.20	7.80	N/A	N/A
15	7.68	7.12	N/A	N/A	82	73	N/A	N/A	10.70	9.30	N/A	N/A
16	7.79	7.14	98	106	77	73	21	33	10.50	8.50	N/A	10.85
17	7.83	7.13	N/A	N/A	79	70	N/A	N/A	15.30	12.70	N/A	N/A
18	7.74	7.14	N/A	N/A	78	68	N/A	N/A	10.90	9.10	N/A	N/A
19	7.69	7.15	N/A	N/A	76	69	N/A	N/A	12.10	9.90	N/A	N/A
20	7.80	7.10	N/A	N/A	78	69	N/A	N/A	12.10	9.90	N/A	N/A
21	7.84	7.17	N/A	N/A	75	69	N/A	N/A	10.50	10.50	N/A	N/A
22	7.66	7.13	N/A	N/A	77	67	N/A	N/A	10.30	9.70	N/A	N/A
23	7.88	7.18	104	102	78	66	26	36	12.20	11.80	N/A	10.82
24	7.82	7.19	N/A	N/A	84	76	N/A	N/A	11.50	11.50	N/A	N/A
25	7.92	7.24	N/A	N/A	84	74	N/A	N/A	12.30	11.70	N/A	N/A
26	7.89	7.27	N/A	N/A	88	77	N/A	N/A	11.70	11.30	N/A	N/A
27	7.99	7.23	N/A	N/A	82	76	N/A	N/A	12.40	11.60	N/A	N/A
28	7.83	7.20	N/A	N/A	82	75	N/A	N/A	11.70	11.30	N/A	N/A
AVG	7.82	7.16	102	103	80	71	23	33				
MAX	7.99	7.27	104	106	88	77	26	36				
MIN	7.66	7.10	98	100	75	66	21	31				
TOTAL									307.10	306.90		

DATE	Coliform Samples			Filter Rate	Treat Rate	Wind Direction	Temp. C	Color		Odor	
	MF Raw	Tap Samples	MF Tap								
							Raw	Raw	Tap	Raw	Tap
1	100mL/ND	1	100mL/ND	1.57	3.47	S	4.00	0	0	ND	ND
2	100mL/ND	1	100mL/ND	1.57	3.46	NW	3.40	9	0	ND	ND
3	100mL/ND	1	100mL/ND	2.03	4.50	SE	3.50	1	0	ND	ND
4	100mL/ND	1	100mL/ND	1.56	3.45	N	3.80	0	0	ND	ND
5	100mL/ND	1	100mL/ND	1.56	3.44	SW	3.60	0	0	ND	ND
6	100mL/ND	1	100mL/ND	1.54	3.41	SW	2.40	0	0	ND	ND
7	100mL/ND	1	100mL/ND	1.99	4.41	SW	3.80	0	0	ND	ND
8	100mL/ND	1	100mL/ND	1.70	3.76	SW	4.00	0	0	ND	ND
9	100mL/ND	1	100mL/ND	1.57	3.46	SW	4.40	0	0	ND	ND
10	100mL/ND	1	100mL/ND	1.88	4.15	W	4.10	1	0	ND	ND
11	100mL/ND	1	100mL/ND	1.57	3.48	SW	3.40	0	0	ND	ND
12	100mL/ND	1	100mL/ND	1.75	3.86	NW	3.90	0	0	ND	ND
13	100mL/ND	1	100mL/ND	1.96	4.35	NW	4.00	0	0	ND	ND
14	100mL/ND	1	100mL/ND	1.35	2.99	N	3.70	0	0	ND	ND
15	100mL/ND	1	100mL/ND	1.59	3.52	NW	4.40	5	0	ND	ND
16	100mL/ND	1	100mL/ND	1.56	3.45	S	3.50	0	0	ND	ND
17	100mL/ND	1	100mL/ND	2.05	4.58	N	4.30	0	0	ND	ND
18	100mL/ND	1	100mL/ND	1.57	3.47	SW	3.90	0	0	ND	ND
19	100mL/ND	1	100mL/ND	1.59	3.52	NW	3.90	0	0	ND	ND
20	100mL/ND	1	100mL/ND	1.75	3.88	SW	3.70	0	0	ND	ND
21	100mL/ND	1	100mL/ND	1.44	3.18	N	4.50	0	0	ND	ND
22	100mL/ND	1	100mL/ND	1.59	3.51	NE	3.60	0	0	ND	ND
23	100mL/ND	1	100mL/ND	1.77	3.92	E	4.20	0	0	ND	ND
24	100mL/ND	1	100mL/ND	1.56	3.45	N	3.90	0	0	ND	ND
25	100mL/ND	1	100mL/ND	1.83	4.05	NW	3.20	0	0	ND	ND
26	100mL/ND	1	100mL/ND	1.74	3.86	SW	3.80	1	0	ND	ND
27	100mL/ND	1	100mL/ND	1.78	3.95	NW	4.10	0	0	ND	ND
28	100mL/ND	1	100mL/ND	1.73	3.82	NE	3.20	0	0	ND	ND
AVG	0.00	1	0.00	1.68	3.73		3.79	1	0.00		
MAX	0.00	1	0.00	2.05	4.58		4.50	9	0.00		
MIN	0.00	1	0.00	1.35	2.99		2.40	0	0.00		

DATE	Bacteriological Monitoring Stations mg/l																							
	Baldwin		East Tawas		Tawas		AuSable Twp.								Oscoda Twp.									
	Free	Total	Free	Total	Free	Total	Twp. Hall		4420 N US23		Wellman's		3550 E RIVER		Twp. Hall		Health Park		Airport		Pathways C.C.		DPW Garage	
	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total	Free	Total
1																								
2	0.86	0.95	0.59	0.80	0.94																			
3																								
4																1.14		0.25		0.51		0.20		1.06
5																								
6																								
7																								
8																								
9	0.85	0.93	0.91	1.02	0.91																			
10																								
11																								
12																								
13																								
14																								
15																								
16	0.91	1.03	0.50	0.61	0.97																			
17									1.18				0.96											
18																								
19																								
20																								
21																								
22																								
23					1.08																			
24			0.58	0.81											0.92			0.49				0.96		
25																	0.35			0.24				
26																								
27																								
28																								
Ave.	0.87	0.97	0.65	0.81	0.98						1.07								0.61					
Max.	0.91	1.03	0.91	1.02	1.08						1.18								1.14					
Min.	0.85	0.93	0.50	0.61	0.91						0.96								0.20					

## DISTRIBUTION SAMPLES - BACTERIOLOGICAL SUMMARY

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

## POSITIVE DISTRIBUTION SAMPLES

POSITIVE DISTRIBUTION SAMPLES				Check Samples			
Date	Monitoring Station	MF Count	MPN Count	Date	Monitoring Station	MF Count	MPN Count

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

Date	Location	Result

FILTER CONFLUENCE						C*T EVALUATION						Page 7	
4 HOUR AVERAGE						HURON SHORES REGIONAL UTILITY AUTHORITY							
DATE	1ST	2ND	3RD	4TH	AVG.	C*T							
1	0.05	0.05	N/A	N/A	0.05	184.16						WORSE CASE SCENARIO:	
2	0.06	0.05	N/A	N/A	0.06	191.09						DATE: 2/17/2022	
3	0.05	0.05	N/A	N/A	0.05	150.67						ACTUAL C*T: 121.58	
4	0.05	0.05	N/A	N/A	0.05	210.09						REQUIRED C*T: 44	
5	0.05	0.05	N/A	N/A	0.05	186.02							
6	0.05	0.06	N/A	N/A	0.06	155.96							
7	0.05	0.05	N/A	N/A	0.05	137.02							
8	0.05	0.05	N/A	N/A	0.05	124.08							
9	0.05	0.05	N/A	N/A	0.05	189.32							
10	0.05	0.05	N/A	N/A	0.05	139.74							
11	0.05	0.05	N/A	N/A	0.05	193.15							
12	0.05	0.05	N/A	N/A	0.05	156.21							
13	0.05	0.05	0.05	N/A	0.05	138.23							
14	0.05	0.05	N/A	N/A	0.05	187.43							
15	0.05	0.05	N/A	N/A	0.05	165.58							
16	0.05	0.05	N/A	N/A	0.05	158.54							
17	0.05	0.06	N/A	N/A	0.06	121.58							
18	0.06	0.06	N/A	N/A	0.06	197.47							
19	0.06	0.05	N/A	N/A	0.06	182.89							
20	0.06	0.05	N/A	N/A	0.06	135.27							
21	0.05	0.05	N/A	N/A	0.05	158.51							
22	0.05	0.05	N/A	N/A	0.05	177.32							
23	0.05	0.05	N/A	N/A	0.05	146.49							
24	0.06	0.06	N/A	N/A	0.06	186.99							
25	0.06	0.06	N/A	N/A	0.06	153.92							
26	0.06	0.06	N/A	N/A	0.06	144.88							
27	0.06	0.06	N/A	N/A	0.06	148.78							
28	0.06	0.06	N/A	N/A	0.06	159.16							
AVG.	0.05	0.05			0.05								
MAX	0.06	0.06			0.06								
MIN	0.05	0.05			0.05	121.58							

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

Page 8  
WSSN:3319

DATE	Filter #1	Filter #2	Filter #3	Filter #4	Filter #5	Filter #6	CFE
1	0.079	0.099	0.091	0.127	0.073	0.067	0.055
2	0.087	0.096	0.125	0.126	0.076	0.071	0.059
3	0.103	0.116	0.102	0.122	0.069	0.065	0.059
4	0.218	0.124	0.100	0.099	0.070	0.066	0.057
5	0.080	0.080	0.093	0.091	0.093	0.067	0.058
6	0.079	0.081	0.089	0.093	0.109	0.067	0.057
7	0.087	0.083	0.090	0.102	0.106	0.067	0.056
8	0.072	0.077	0.092	0.095	0.311	0.068	0.057
9	0.092	0.127	0.101	0.139	0.102	0.068	0.098
10	0.094	0.086	0.087	0.088	0.100	0.170	0.057
11	0.086	0.088	0.098	0.108	0.103	0.066	0.056
12	0.086	0.086	0.116	0.109	0.102	0.063	0.054
13	0.081	0.110	0.095	0.102	0.104	0.065	0.056
14	0.076	0.074	0.100	0.094	0.107	0.067	0.055
15	0.076	0.074	0.090	0.090	0.104	0.068	0.056
16	0.181	0.116	0.099	0.102	0.105	0.067	0.067
17	0.111	0.074	0.104	0.113	0.102	0.067	0.055
18	0.087	0.110	0.096	0.126	0.104	0.071	0.062
19	0.091	0.083	0.099	0.091	0.291	0.070	0.055
20	0.085	0.089	0.095	0.085	0.100	0.165	0.064
21	0.081	0.089	0.106	0.105	0.099	0.064	0.064
22	0.109	0.112	0.110	0.111	0.101	0.064	0.054
23	0.104	0.082	0.095	0.098	0.103	0.066	0.053
24	0.079	0.085	0.099	0.096	0.105	0.069	0.056
25	0.103	0.088	0.107	0.110	0.106	0.070	0.053
26	0.083	0.117	0.104	0.140	0.111	0.073	0.062
27	0.094	0.114	0.110	0.113	0.113	0.075	0.056
28	0.087	0.095	0.130	0.111	0.111	0.074	0.057
MAX	0.218	0.127	0.130	0.140	0.311	0.170	0.098

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

Enhanced Coagulation/Softening Requirements Supply: Huron Shore WSSN: 03319				Source Water Alkalinity				Alternative Compliance Criteria (ACC) Rule 610c(1)(b)-(c)														
				Source TOC	0-60	>60-120	>120	May Reduce If Either ...						CCR Reporting								
				>2.0-4.0	35.0%	25.0%	15.0%	Compliance with Treatment Technique (TT)		Quarterly %		Annual Average										
				>4.0-8.0	45.0%	35.0%	25.0%															
				>8.0	50.0%	40.0%	30.0%															
				D	E	F	G				H	I										
				Source Water Alkalinity (mg/L)	Required TOC Removal (%)	C/E Actual Removal Ratio	Credit 1.0 if Paired Sample Source or Treated TOC <2.0	Credit 1.0 if RAA Source or Treated TOC <2.0	Rem'l Ratio Quarterly	Rem'l Ratio RAA	Source TOC Qty Ave	Source TOC RAA	Treated TOC Qty Ave	1 Yr Treated RAA <1.0	2 Yr Treated RAA <2.0	Compliance with Treatment Technique (TT)	% Removal (%)	% Removal Required (%)	% Removal (%)	% Removal Required (%)	Min (%)	Max (%)
Month	Treated TOC (mg/L)	Source TOC (mg/L)	(1-A/B) x 100																			
Jan-21																						
2/3/2021	1.37	1.78	23.034	81	25	0.921	1.000	1.000			1.780	2.273	1.370	1.498	1.488	Met ACC	23	25	No need to report on CCR this year			
Mar-21									1.000	1.343												
Apr-21	1.32	1.80	26.667	84	25	1.067	1.067	1.067			1.800	2.173	1.320	1.370	1.483	Met ACC	27	25	No need to report on CCR this year			
5/5/2021									1.067	1.360												
Jun-21																						
Jul-21	1.47	1.97	25.381	78	25	1.015	1.015	1.015			1.970	1.868	1.470	1.380	1.453	Met ACC	25	25	No need to report on CCR this year			
8/4/2021									1.015	1.062												
Sep-21																						
Oct-21	1.37	1.85	25.946	79	25	1.038	1.038	1.038			1.850	1.850	1.370	1.383	1.454	Met ACC	26	25	No need to report on CCR this year			
11/3/2021									1.038	1.030												
Dec-21																						
Jan-22	1.30	1.83	28.962	79	25	1.158	1.158	1.158			1.830	1.863	1.300	1.365	1.431	Met ACC	29	25	No need to report on CCR this year			
2/2/2022									1.158	1.070												
Mar-22																						
Apr-22					25																	
5/5/2022									M/R viol	1.071		1.883		1.380	1.374	Met ACC		25	No need to report on CCR this year			
Jun-22																						
Jul-22					25																	
8/4/2022									M/R viol	1.098		1.840		1.335	1.365	Met ACC		25	No need to report on CCR this year			
Sep-22																						
Oct-22																						
11/3/2022					25																	
Dec-22									M/R viol	1.158		1.830		1.300	1.366	Met ACC		25	No need to report on CCR this year			

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



# OSCODA TOWNSHIP FIRE DEPARTMENT

*Proudly serving Oscoda, AuSable and Wilber Townships.*

## Monthly Activity Report-March 2022

Oscoda: 7 78% AuSable: 1 11% Wilber: 0 0%

Other: 1 11% Canceled: 2 22% Total Calls: 9

2022 Average Responses Per Month: 8 March 2022 Total Responses: 7

Utility: 2 22% Alarms: 1 11% Vehicle Fire: 0 0%

Structure: 4 44% Water Rescue: 0 0% False Report: 1 11%

Outside: 0 0% Vehicle Crash: 0 0% Mutual Aid: 1 11%

Monday- 2 22% 0000-0400- 1 11%

Tuesday- 1 11% 0400-0800- 1 11%

Wednesday- 0 0% 0800-1200- 2 22%

Thursday- 1 11% 1200-1600- 3 33%

Friday- 2 22% 1600-2000- 0 0%

Saturday- 1 11% 2000-0000- 2 22%

Sunday- 2 22% Event Assist- 0

January- 8 24% Average Personnel Per Call- 16

February- 16 48%

March- 9 27% Average Calls Per Month- 11

April- 0 0%

May- 0 0% Average Response Time- 6 Minutes

June- 0 0%

July- 0 0% Total Call Time- 54.9 Hours

August- 0 0%

September- 0 0% Average Call Time- 21 Minutes

October- 0 0%

November- 0 0% Mutual Aid Received: 0

December- 0 0%

YTD 2022- 33 100% YTD 2021- 28 +5 Change