

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

**November 8, 2021 - 7:00 P.M.**

**Watch Virtual:**

<https://us02web.zoom.us/j/81360265698>

**Call-in: (929)205-6099 Meeting ID: 813 6026 5698**

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Posted Date: November 4, 2021

Press Notification Date: November 4, 2021

Posted by: Tammy Kline

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA ADDITIONS:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**Approval of Minutes:**

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

**Finance:**

1. Payment of Bills (Oscoda Township) – Total - \$302,114.12
  - a. Special Check Run – October 27, 2021 - \$142.40
  - b. Prepaid – November 2, 2021 - \$224,056.05
  - c. Check Run – November 9, 2021- \$77,915.67

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

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

1. Allpaid Online Payment Systems
2. Library Hours of Operation Extension
3. Amerilodge Group Request for Purchase Agreement Extension
4. Aune Medical Center Purchase Agreement Placeholder
5. Dewatering Equipment Purchase Request
6. Assistant to the Superintendent Employment Recommendation

**RESOLUTIONS:**

1. Resolution No. 2021-31: A Resolution Requiring Boards, Commissions and Committees to Complete Six Hours of Training Annually

**OTHER:**

1. Water Loss
2. Lab Equipment Purchase Request
3. IBT Letter of Support
4. HSRUA Easement Agreement

**PUBLIC COMMENTS:**

**BOARD COMMENTS:**

**INFORMATIONAL:**

1. ACC – What's Next
2. Oscoda Township Operating Report – 3<sup>rd</sup> Quarter
3. Township Board Thank you Letter

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

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

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



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

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## Work Session Meeting Minutes October 25, 2021

**Call to Order** – Ms. Richards called the meeting to order at 6:07 p.m. The meeting was held virtually at web address: <https://us02web.zoom.us/j/85667238227>  
Call-in: (929)205-6099 Meeting ID: 856 6723 8227

Board Members Present: [Ms. McGuire, Mr. Sutton, Mr. Palmer, Mr. Cummings, Mr. Spencer, Ms. Richards.]  
Board Members Absent: Mr. Wusterbarth,  
Others Present: [Ms. Kline.] Mr. Freeman

**Public Comment** – None

**2022 Budget Process Update** - Changes with Bonds and payments explained. The way bonds were previously being done were leading to Adjustments at audit.

**Sewer** – Discussion on USDA Grants being unavailable. Looking for other grants for projects.

**Water**- Discussion on USDA Grants being unavailable. Looking for other grants for projects.

**General Fund** – Twp Board, Supervisor, Superintendent, Clerk, Treasurer (Time Permitting) – Discussion on budgets. 2% increase in most lines. Corrections needed on deputy salary and clerk salary.

**Public Comment** – No Comment

**Adjourn** – Ms. Richards made a motion to adjourn at 06:55 p.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda

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

In accordance with Senate Bill 1108, the Oscoda Township Board is meeting electronically to maintain compliance with the Emergency Order issued by MDHHS on Friday 2 October (referencing MCL 333.2253) restricting gathering sizes. Members of the public may participate in the meeting electronically using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, meeting ID, and passcode). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211:

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## Regular Board Meeting Minutes October 25, 2021

**Call to Order** – Ms. Richards called the meeting to order at 7:04 p.m. The meeting was held virtually at web address: <https://us02web.zoom.us/j/82337568587> Call-in:(929)205-6099 Meeting ID:823 3756 8587

### 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, Mr. Freel

**Additions** -None

### **Public Comment** –

**Susan and Marshall from the Lab that wants to purchase the old equipment-** was advised that agenda item was being postponed.

**Brian Haley** – Under the Hybrid Meetings will it be discussed tonight? I know they will do a good job, but I don't think we need something this costly. Seems you could put this out on any Facebook page that you want for community involvement. The technology is there to do this for free.

**Consent Agenda** – Mr. Cummings supported a motion by Ms. McGuire to Regular Meeting Minutes – Regular Meeting Minutes –October 11, 2021 – 1. Payment of Bills (Oscoda Township) – Total -\$119,313.59 a. Prepaid – October 19, 2021 -\$95,336.31, b. October 26, 2021-\$23,977.28 c. Bond Payments

ALL YEAS:

MOTION CARRIED

Oscoda Township Regular Board Meeting Minutes

October 25, 2021

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

### **SUPERINTENDENT REPORTS:**

- 1.Economic Improvement Director Update – Mr. Dickerson
- 2.Utility Committee Update – Mr. Wusterbarth
- 3.Rowe Engineering Progress Report – Mr. Freeman

**Allpaid Online Payment Systems** – Mr. Cummings supported a motion by Mr. Spencer to postpone until the next meeting.

ALL YEAS:

MOTION CARRIED

**Hybrid Meetings** – Mr. Cummings supported a motion by Mr. Spencer to approve *option one with the purchase and installation of four cameras in an amount not to exceed \$10,910.00.*

ALL YEAS:

MOTION CARRIED

**Contract for Meetings at the Shoreline Theater** – Mr. Wusterbarth supported a motion by Mr. Spencer to approve *the contract with the Shoreline Theater with review by Mr. Freel.*

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

MOTION CARRIED

**Oscoda Phase IV Water Project Pay Request #3** – Mr. Palmer supported a motion by Mr. Spencer to approve *the third pay request from Katterman Construction in the amount of \$196,222.95to be paid from Fund 591-000-974.000.*

ALL YEAS:

MOTION CARRIED

### **RESOLUTIONS:**

**Corridor Business District** – Mr. Palmer supported a motion by Mr. Sutton to approve *the Corridor Business District as presented.*

ALL YEAS:

MOTION CARRIED

### **OTHER**

**Northern Light Parade –Chamber Request** – Mr. Sutton supported a motion by Mr. Spencer to approve *the Oscoda-AuSable Chamber of Commerce Northern Lights Parade request for December 4<sup>th</sup>, 2021.*

ALL YEAS:

MOTION CARRIED

**Lab Equipment Purchase Request** – Mr. Sutton supported a motion by Ms. Richards to postpone the request by *Enviro Lab Services until the next meeting.*

ALL YEAS:

MOTION CARRIED

**F & V Operations Finance Discussion** –Discussion on topic.

**Zoning Board of Appeals Appointment** – Mr. Cummings supported a motion by Mr. Spencer to approve *the appointment of Jeff Rush to the Zoning Board of Appeals.*

ALL YEAS:

MOTION CARRIED

### **INFORMATIONAL:**

- 1.HSRUA O&M Report
- 2.Red E Network -Oscoda

### **Public Comment** –

**Debra Rauch-** Discussed her name being wrong and her comments from last meeting. Expressed other concerns with board and committee members.

**Rick K.-** Discussed Townhall about Furtaw Field. Also discussed Facebook pages run by officials and other board members. Discussed more issues with social media.

Oscoda Township Regular Board Meeting Minutes

October 25, 2021

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**Dirk Hunt-** Discussed his concerns about MICTV and how there are free options to meet this need.

**Brian Haley-** Discussed concerns with board and water loss.

**Board and Staff Comments –**

**Mr. Wusterbarth-** My comments at the last meeting were directed to the harassment of township officials. If you need information, you can come in and FOIA it.

**Mr. Cummings-** A year ago, I heard about a hose running from one house to another and also that someone has bypassed our meter. It Happens.

**Mr. Spencer-** Yes, I am a board member and I help MICTV as a nonprofit 503c b. We do not engage in social media at the township because we are not the Facebook Police.

**Mr. Palmer-** I would like to have our first in person meeting by the meeting in December. Water loss has been brought up before. We have had a company out to look for the loss but have not found them at this time.

**Ms. Richards-** Explained that social media has become a nasty platform. Kava and other places are posting positive content. Some of these groups have become just nasty where people say and do whatever they feel and when retaliated are like suprised. We all need to be more responsible, respectful, and kind in our social interactions. We need to look at the big picture.

**Ms. McGuire-** Stated that we have a Social Media Policy. Also asked if we have a way to check for illegal connections to water system possibly contributing to loss.

**Mr. Sutton-** None

**Adjourn** – Ms. Richards made a motion to adjourn at 09:30 p.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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10/27/2021 10:03 AM  
User: JOSHUASUTTONCI  
DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 10/27/2021 - 10/27/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-803.000	EGL	DRINKING WATER LICENSE INV 761-10649519	76110649519	11/01/21	142.40
Total For Dept 000					142.40
Total For Fund 509 OLD ORCHARD PARK					142.40

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 509 OLD ORCHARD PARK			142.40
		Total For All Funds:			142.40

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-126.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	142.80
101-000-283.100	JAMES WILLIAMS	WARRIOR PAVILLION DEPOSIT REFUND JAMES WILL	Multiple	11/25/21	700.00
Total For Dept 000					842.80
Dept 172 SUPERINTENDENT					
101-172-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	(121.85)
Total For Dept 172 SUPERINTENDENT					(121.85)
Dept 215 CLERK					
101-215-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	263.62
101-215-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	48.70
101-215-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	52.70
Total For Dept 215 CLERK					365.02
Dept 253 TREASURER					
101-253-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	140.26
101-253-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	29.58
101-253-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	26.35
Total For Dept 253 TREASURER					196.19
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	70.13
101-265-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	14.79
101-265-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	26.35
101-265-921.000	CONSUMERS ENERGY	110 S STATE ST CONSUMERS	Multiple	11/19/21	1,281.16
Total For Dept 265 TOWNSHIP HALL & GROUNDS					1,392.43
Dept 276 CEMETERY					
101-276-726.000	GINGERICH FEED & IMPLEMENT	GRASS SEED INVOICE 109083	109083	11/21/21	354.75
101-276-921.000	CONSUMERS ENERGY	1361 ADAMS RD	Multiple	11/19/21	67.20
Total For Dept 276 CEMETERY					421.95
Dept 299 UNALLOCATED					
101-299-880.000	CONSUMERS ENERGY	6840 N HURON RD CONSUMERS	Multiple	11/15/21	259.26
101-299-900.000	MICHIGAN ASSOCIATION OF COUNTIES	RFP POSTINGS-AUDIT AND ASSESSING	2344	11/21/21	150.00
101-299-926.000	CONSUMERS ENERGY	112 E RIVER RD	Multiple	11/19/21	620.11
Total For Dept 299 UNALLOCATED					1,029.37
Dept 336 FIRE DEPARTMENT					
101-336-931.000	POTTS HOUSE OF POWER	JET SKI REPAIR	1560	11/05/21	975.00
101-336-980.000	WEST SHORE FIRE	FIRE DEPT GEAR	25897	11/06/21	349.03
Total For Dept 336 FIRE DEPARTMENT					1,324.03
Dept 722 ZONING & PLANNING					
101-722-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	26.35
Total For Dept 722 ZONING & PLANNING					26.35
Dept 751 PARKS & RECREATION					
101-751-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	201.94
101-751-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	29.89
101-751-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	52.70
101-751-921.000	CONSUMERS ENERGY	304 E RIVER RD CONSUMERS	Multiple	11/19/21	261.05
Total For Dept 751 PARKS & RECREATION					545.58

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 753 FOOTE SITE PARK					
101-753-921.000	CONSUMERS ENERGY	1695 E RIVER RD	10002053376411012	11/19/21	40.93
101-753-931.000	GARY OIL COMPANY	REC GAS INV 235556	235556	11/13/21	196.68
101-753-931.000	LAKESHORE CEMENT PRODUCTS	CONCRETE/REOD INV 19538	19538	11/05/21	183.84
Total For Dept 753 FOOTE SITE PARK					421.45
Dept 754 KEN RATLIFF PARK					
101-754-921.000	CONSUMERS ENERGY	6330 F 41	Multiple	11/19/21	141.22
Total For Dept 754 KEN RATLIFF PARK					141.22
Total For Fund 101 GENERAL/UNALLOCATED					6,584.54
Fund 207 POLICE FUND					
Dept 000					
207-000-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	774.54
207-000-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	150.55
207-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	210.80
207-000-761.000	GALLS INCORPORATED	POLICE UNIFORM (CLINK)	019553709	11/18/21	296.80
207-000-761.000	LIFE'S A STITCH	UNIFORM ALTERATIONS	10182021	11/18/21	100.00
Total For Dept 000					1,532.69
Total For Fund 207 POLICE FUND					1,532.69
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	263.62
211-000-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	48.70
211-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	52.70
Total For Dept 000					365.02
Total For Fund 211 POLICE STAFFING FUND					365.02
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	36.91
236-266-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	8.78
236-266-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	26.35
Total For Dept 266 PROPERTY O & M MAINTENANCE					72.04
Dept 269					
236-269-921.000	CONSUMERS ENERGY	4000 SKEEL AVE	10017306547110120	11/19/21	100.14
Total For Dept 269					100.14
Dept 271 PROPERTY O & M AUNE					
236-271-921.000	CONSUMERS ENERGY	5671 N SKEEL AVE	10000026952011012	11/19/21	9,319.52
Total For Dept 271 PROPERTY O & M AUNE					9,319.52
Total For Fund 236 PROP OPER & MNTNCE					9,491.70
Fund 271 LIBRARY					
Dept 000					
271-000-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	36.91
271-000-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	8.78
271-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	26.35
271-000-921.000	CONSUMERS ENERGY	6010 N SKEEL AVE	10001730674511012	11/19/21	462.32

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 271 LIBRARY Dept 000					
		Total For Dept 000			534.36
		Total For Fund 271 LIBRARY			<u>534.36</u>
Fund 509 OLD ORCHARD PARK Dept 000					
509-000-716.000	DELTA DENTAL	DELTA DENTAL NOV 2021 INVOICE	0003746886	11/05/21	300.53
509-000-716.000	VSP	VSP NOV 2021 INVOICE	813487287	11/05/21	48.23
509-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE NOV 2021 INVOICE	10001	11/05/21	79.05
509-000-775.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES	154980	10/01/21	76.70
509-000-921.000	CONSUMERS ENERGY	1001 E RIVER RD	Multiple	11/19/21	3,133.17
509-000-931.000	AMAZON CAPITAL SERVICES	THERMOCOUPLE INV 1KL7-QTV9-RVWW	1KL7QTV9RVWW	11/05/21	22.98
		Total For Dept 000			<u>3,660.66</u>
		Total For Fund 509 OLD ORCHARD PARK			<u>3,660.66</u>
Fund 590 SEWER Dept 000					
590-000-921.100	CONSUMERS ENERGY	5176 HAMILTON ST #4 CONSUMERS	Multiple	11/12/21	5,154.83
590-000-921.200	CONSUMERS ENERGY	4499 MCNICHOL AVE	10001922110811012	11/19/21	305.89
		Total For Dept 000			<u>5,460.72</u>
		Total For Fund 590 SEWER			<u>5,460.72</u>
Fund 591 WATER Dept 000					
591-000-921.000	CONSUMERS ENERGY	3820 E RIVER RD	Multiple	11/19/21	203.41
591-000-974.000	KATTERMAN TRUCKING INC.	PAY APPLICATION NO. 3 - WATER MAIN PROJECT	10042021	11/26/21	196,222.95
		Total For Dept 000			<u>196,426.36</u>
		Total For Fund 591 WATER			<u>196,426.36</u>

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			6,584.54
		Fund 207 POLICE FUND			1,532.69
		Fund 211 POLICE STAFFING FUND			365.02
		Fund 236 PROP OPER & MNTNCE			9,491.70
		Fund 271 LIBRARY			534.36
		Fund 509 OLD ORCHARD PARK			3,660.66
		Fund 590 SEWER			5,460.72
		Fund 591 WATER			196,426.36
		Total For All Funds:			224,056.05

11/03/2021 11:31 AM  
 User: JOSHUASUTTONCI  
 DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 101 TOWNSHIP BOARD					
101-101-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	16.00
		Total For Dept 101 TOWNSHIP BOARD			16.00
Dept 171 SUPERVISOR					
101-171-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	7.14
101-171-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	43.59
		Total For Dept 171 SUPERVISOR			50.73
Dept 172 SUPERINTENDENT					
101-172-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	28.56
101-172-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	4.99
101-172-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	22.50
101-172-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	160.64
101-172-853.000	VERIZON WIRELESS	SEPT 23 - OCT 22	9891259433	11/14/21	39.66
		Total For Dept 172 SUPERINTENDENT			256.35
Dept 215 CLERK					
101-215-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	7.14
101-215-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	7.42
101-215-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	22.50
101-215-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	87.18
		Total For Dept 215 CLERK			124.24
Dept 247 BOARD OF REVIEW					
101-247-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	25.00
		Total For Dept 247 BOARD OF REVIEW			25.00
Dept 250 LAKEFRONT DISTRICT					
101-250-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	7.14
		Total For Dept 250 LAKEFRONT DISTRICT			7.14
Dept 253 TREASURER					
101-253-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	35.00
101-253-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	25.85
101-253-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	159.45
101-253-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	160.64
101-253-860.000	JAIMIE MCGUIRE	MILAGE STING/COUNTY	1021202110282021	11/21/21	75.60
		Total For Dept 253 TREASURER			456.54
Dept 257 ASSESSOR					
101-257-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	123.75
101-257-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	178.47
101-257-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	130.77
		Total For Dept 257 ASSESSOR			432.99
Dept 262 ELECTIONS					
101-262-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	35.00
		Total For Dept 262 ELECTIONS			35.00
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	167.67
101-265-726.000	DOLLAR GENERAL - REGIONS 410526	CLEANING SUPPLIES	0673801	11/21/21	119.85
101-265-726.000	JOHNSON AUTO SUPPLY, INC.	SOLDER PELLRTTS INVOICE 873681	873681	11/24/21	110.59
101-265-775.000	UNIFIRST CORPORATION	SHOP TOWEL REPLACEMENT SERVICE	1610015317	11/27/21	191.45



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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-853.000	VERIZON WIRELESS	SEPT 23 - OCT 22	9891259433	11/14/21	40.57
101-265-930.000	HOME DEPOT CREDIT SERVICES	TRANSFER PUMP	15787253	11/20/21	210.94
101-265-933.000	JOHNSON AUTO SUPPLY, INC.	FLASHLIGHT INVOICE 873764	873764	11/25/21	30.85
Total For Dept 265 TOWNSHIP HALL & GROUNDS					871.92
Dept 276 CEMETERY					
101-276-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	187.00
Total For Dept 276 CEMETERY					187.00
Dept 299 UNALLOCATED					
101-299-726.200	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	367.56
101-299-726.200	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	291.26
101-299-801.000	REVIZE LLC	WEBSITE ANNUAL FEE OCT21-OCT22	12542	11/12/21	375.00
101-299-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	68.54
Total For Dept 299 UNALLOCATED					1,102.36
Dept 336 FIRE DEPARTMENT					
101-336-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	797.00
101-336-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	93.45
Total For Dept 336 FIRE DEPARTMENT					890.45
Dept 722 ZONING & PLANNING					
101-722-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	35.00
101-722-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	8.03
101-722-726.000	QUILL CORPORATION	OFFICE SUPPLIES	19734922	11/22/21	57.11
101-722-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	45.00
101-722-801.000	BECKETT & RAEDER	PROFESSIONAL SERVICE FEES	2021632	11/12/21	1,212.00
101-722-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	87.18
101-722-960.000	MAP	OCTOBER VIRTUAL CONFERENCE	65300	11/12/21	1,050.00
Total For Dept 722 ZONING & PLANNING					2,494.32
Dept 751 PARKS & RECREATION					
101-751-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	433.33
101-751-931.000	NORTHERN TRUCK REPAIR	TIRES INVOICE20536	20536	11/12/21	1,225.60
101-751-956.000	TRULY YOURS	FIREWORKS SAFETY ZONE BANNERS	012793	11/12/21	180.00
Total For Dept 751 PARKS & RECREATION					1,838.93
Dept 753 FOOTE SITE PARK					
101-753-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	433.33
Total For Dept 753 FOOTE SITE PARK					433.33
Dept 754 KEN RATLIFF PARK					
101-754-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	433.33
101-754-726.000	AUSABLE HARDWARE & SURPLUS	KEYS INVOICE 168640	168640	11/25/21	3.78
Total For Dept 754 KEN RATLIFF PARK					437.11
Total For Fund 101 GENERAL/UNALLOCATED					9,659.41
Fund 207 POLICE FUND					
Dept 000					
207-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	1,152.00
207-000-726.000	AMAZON CAPITAL SERVICES	LABEL ROLLS	11135615971669834	11/26/21	66.95
207-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	13.22
207-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	22.50

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 207 POLICE FUND					
Dept 000					
207-000-761.000	GALLS INCORPORATED	POLICE UNIFORMS	019633171	11/27/21	581.66
207-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	535.87
207-000-853.000	VERIZON WIRELESS	SEPT 23 - OCT 22	Multiple	11/14/21	578.84
207-000-931.000	JOHNSON AUTO SUPPLY, INC.	BATTERY JUMP START	873766	11/26/21	69.99
Total For Dept 000					3,021.03
Total For Fund 207 POLICE FUND					3,021.03
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	477.16
211-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	22.50
211-000-853.000	VERIZON WIRELESS	SEPT 23 - OCT 22	9891259433	11/14/21	81.51
Total For Dept 000					581.17
Total For Fund 211 POLICE STAFFING FUND					581.17
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	89.86
236-266-726.000	AUSABLE SURPLUS	SUPPLIES FOR LIBRARY	167637	11/20/21	7.18
236-266-801.000	BLACK SWAMP LOCATION SERVICES, LLC	EID NOVEMBER SERVICES	125	11/15/21	10,417.00
236-266-931.000	JOHNSON AUTO SUPPLY, INC.	TOOLS INVOICE 873768	873768	11/25/21	79.99
Total For Dept 266 PROPERTY O & M MAINTENANCE					10,594.03
Total For Fund 236 PROP OPER & MNTNCE					10,761.70
Fund 271 LIBRARY					
Dept 000					
271-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	167.67
Total For Dept 000					167.67
Total For Fund 271 LIBRARY					167.67
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-722.000	MML WORKERS' COMP FUND	WORKMAN'S COMP PAYMENT 3	3291206	12/15/21	19.00
509-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	84.31
509-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	SHARP PRINTER INV 5017317421	5017317422	12/04/21	35.00
509-000-853.000	ATI NETWORKS, INC.	PHONE SERVICES-OOP	96853	11/16/21	66.11
509-000-931.000	AUSABLE HARDWARE & SURPLUS	MAINT SUPPLIES INV 168797	168797	11/25/21	72.60
509-000-933.000	AUTO VALUE OSCODA	MAINT SUPPLIES INV 281-1400482	2811400482	11/12/21	29.64
Total For Dept 000					306.66
Total For Fund 509 OLD ORCHARD PARK					306.66
Fund 590 SEWER					
Dept 000					
590-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	11.25
590-000-800.100	F&V OPERATIONS	FVOP O&M NOVEMBER	4147	11/30/21	26,609.50
590-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	21.80

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 590 SEWER					
Dept 000					
590-000-853.000	VERIZON WIRELESS	SEPT 23 - OCT 22	9891259433	11/14/21	100.49
		Total For Dept 000			26,743.04
		Total For Fund 590 SEWER			26,743.04
Fund 591 WATER					
Dept 000					
591-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	Multiple	11/24/21	12.42
591-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS SEPTEMBER 202	5017317421	12/04/21	11.25
591-000-800.100	F&V OPERATIONS	FVOP O&M NOVEMBER	4147	11/30/21	26,609.50
591-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-AUGUST	96854	11/16/21	21.79
591-000-853.000	VERIZON WIRELESS	SEPT 23 - OCT 22	9891259433	11/14/21	20.03
		Total For Dept 000			26,674.99
		Total For Fund 591 WATER			26,674.99

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			9,659.41
		Fund 207 POLICE FUND			3,021.03
		Fund 211 POLICE STAFFING FUND			581.17
		Fund 236 PROP OPER & MNTNCE			10,761.70
		Fund 271 LIBRARY			167.67
		Fund 509 OLD ORCHARD PARK			306.66
		Fund 590 SEWER			26,743.04
		Fund 591 WATER			26,674.99
		Total For All Funds:			77,915.67

**CHARTER TOWNSHIP OF OSCODA**  
**Superintendent's Report**  
**November 8, 2021**

**ACTION ITEMS**

**ALLPAID ONLINE PAYMENT SYSTEMS –**

Your packet contains a proposal and service agreement from allpaid to provide an online payment system to allow specific township fees relating to planning and zoning to be paid online from the website. Providing a means for online payments is an RRC requirement. allpaid is a respected vendor in the industry and also used by Iosco County to facilitate online payments. You will note that the Township is not burdened with the cost of this service as the fees are charged to users and are quite minimal at \$2.95 flat fee for a check and 2.95% for debit/credit transactions. Two alternate scenarios were considered, through BS&A and Point and Pay and were not good options based on cost to the Township. Township attorney has reviewed the service contract and has no issues with it. A demo presentation was conducted on October 26<sup>th</sup>. Internally, the team concludes that allpaid will only be used for the processing of zoning fees through the township website, the Zoning Director will manually authorize the payment to assure accuracy, monies are transferred daily with a 3 pm cut off time for submittal, all other township payment processes and protocols will remain the same. Implementing an online payment system requires Township Board approval.

*Action: Consider approving the service agreement with allpaid to allow the Township to offer online payments for zoning fees.*

**LIBRARY HOURS OF OPERATIONS EXTENSION-**

Your packet contains a memo from the Library Director, Robin Savage to increase the hours of operation on Fridays from 9 am -2 pm to 9 am - 5 pm. This request would provide longer hours for patrons and more programming opportunities. This extension would also increase part time staff by three hours per week.

*Action: I would ask that the Board consider extending the libraries hours of operation to 5 pm on Fridays.*

**AMERILODGE GROUP REQUEST FOR PURCHASE AGREEMENT EXTENSION –**

Your packet contains an email from Steve Aldridge of the Amerilodge Group requesting an extension of the closing date per the Purchase Agreement from November 12<sup>th</sup> to November 30<sup>th</sup>. The request for the extension is primarily a result of delays out of their control with obtaining the required information from the surveyor to finalize their site plans to submit to the Oscoda Township Planning Commission for site plan approval. As of November 5<sup>th</sup>, they have submitted all documentation needed to schedule a meeting with the planning commission.

Offering a contract extension on the purchase agreement for the Lake St Redevelopment Site requires Board approval.

*Action: Consider approving the contract extension for the purchase agreement with the Amerilodge Group for the Lake St Redevelopment Site to close no later than November 30<sup>th</sup>, 2021.*

#### **AUNE MEDICAL CENTER PURCHASE AGREEMENT PLACEHOLDER –**

This item serves as a placeholder for a possible purchase agreement for Aune Medical Center.

#### **DEWATERING EQUIPMENT PURCHASE REQUEST –**

Your packet contains a request from F&V Operations for the Capital Improvement purchase of Dewatering Equipment with a budgeted amount of \$50,000 to be split between Water and Sewer Funds. Two quotes for this equipment have been obtained.

*Action: I would ask that the Board approve the recommendation from F&V Operations to purchase the dewatering equipment from Mersino in the amount of \$52,712.99 to be paid from 1/2 Sewer Fund 590-000-974.000 and 1/2 Water Fund 591-000-974.000.*

#### **ASSISTANT TO THE SUPERINTENDENT EMPLOYMENT RECOMMENDATION –**

After reviewing applications, conducting interviews and checking references, I am requesting permission to hire Melinda Morgan as the Assistant to the Superintendent. I believe Ms. Morgan brings great energy and knowledge to this position.

I would request that Board approve to start her wage at a Step 3, which will be \$17.06 per hour. Her starting date would be November 29, 2021.

*Action: I would ask that the Board approve Melinda Morgan's employment with a starting wage of \$17.06 per hour.*

Respectfully Submitted,

*Tammy Kline*

Tammy Kline



# Electronic Banking Worksheet

Complete the following for each payment type:

**Agency Name/State:**

---

**Agency Contact Name:**

---

**Federal Employer Identification Number:**

---

**Bank Name:**

---

**\*Bank ABA (routing) #:**

---

**Bank Contact Name:**

---

**Bank Contact Phone #:**

---

**\*Account Name:**

---

**\*Account #:**

---

**\*Account Type** (checking or savings):

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**\* A letter from your bank with electronic payment instructions is required to set-up your account.**





### eCheck Services Rider

This eCheck Services Rider (“eCheck Rider”) establishes terms and conditions that govern the processing of payments made via Automated Clearinghouse (“ACH”) transfer, also known as electronic check (“eCheck”) to the undersigned entity (“eCheck Recipient”) that has entered into one or more agreement(s) in the form of a Participation Agreement, a Merchant Agreement, or both with AllPaid, Inc. (“AllPaid”) for payment processing services described in such agreement(s) (singularly, the “AllPaid Agreement” or collectively, the “AllPaid Agreement(s)”).

1. Effectiveness. The effectiveness of this eCheck Rider is conditioned upon at least one standard form AllPaid Agreement(s) being in effect between eCheck Recipient and AllPaid. This eCheck Rider shall terminate at such time as there is no AllPaid Agreement in effect between eCheck Recipient and AllPaid. The terms of this eCheck Rider are in addition to and not in substitution for any terms and conditions of the AllPaid Agreement(s) which shall continue in full force and effect and apply to the eCheck services provided by or through AllPaid under this eCheck Rider. In the event of any conflict between the terms of the AllPaid Agreement(s) and the terms of this eCheck Rider, the terms of this eCheck Rider shall control. Capitalized terms used but not defined herein shall have the meaning given to them in the AllPaid Agreement(s).
2. Payment Processing. AllPaid obtains eCheck Services from the payments provider designated on Attachment “A” to this eCheck Rider (“Processor”). AllPaid will make available eCheck payment processing services (“eCheck Services”) to individuals and organizations that desire to pay obligations to eCheck Recipient via ACH transfers (singularly, the “Payer” or collectively, the “Payers”) as an additional service AllPaid provides to eCheck Recipient under the AllPaid Agreement(s).
3. eCheck Services. AllPaid shall make eCheck Services available to eCheck Recipient’s Payers through the AllPaid payment website. The eCheck Services are as more specifically described in Attachment “B” to this eCheck Rider. AllPaid shall not be obligated to provide the eCheck Services if Processor ceases to provide such services to AllPaid for any reason. All Payer use of the eCheck Services shall be subject to AllPaid’s terms of use displayed on the AllPaid website.
4. Documentation. Use of the eCheck Service shall also be subject to any user manuals and documentation AllPaid provides to eCheck Recipient. Availability of eCheck Services to eCheck Recipient’s Payers is further conditioned on eCheck Recipient’s completion of forms and authorization’s AllPaid provides to eCheck Recipient that are required by AllPaid for establishing and operating the eCheck Services.
5. Fees. Service Fees for eCheck Services shall be as stated in Attachment “C” to this eCheck Services Rider. Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in the AllPaid Agreement(s). For any Service Fees Participant elects to pay, AllPaid will debit Participant’s account for Participant’s share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility. Service Fees include all costs of providing the eCheck Services. AllPaid may modify Service Fees to the greatest extent allowed by the AllPaid Agreement(s).
6. Limited Agency. For avoidance of doubt, Recipient and AllPaid agree that AllPaid is to act as Recipient’s agent for the limited purpose of receiving payments from Payers on Recipient’s behalf and Recipient expressly authorizes AllPaid to act as its agent for the receipt of Payer funds including but not limited to those payments described in the AllPaid Agreements and in this eCheck Rider. Payment from the Payer to AllPaid by use of AllPaid’s payment processing services shall be considered payment to Recipient, extinguishing the Payer’s payment obligation to Recipient (in the amount paid by the Payer) as if the Payer had paid Recipient directly, subject to any right Recipient has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Recipient for Payer funds if AllPaid fails to remit funds to Recipient from Payers using AllPaid’s services and AllPaid accepts such appointment subject to any conditions and limitations in in the AllPaid Agreement(s).





7. **Effect of Payment.** Recipient and AllPaid agree that AllPaid is to act as Recipient's agent for the limited purpose of receiving payments from Payers on Recipient's behalf and Recipient expressly authorizes AllPaid to act as its agent for the receipt of Payer funds including but not limited to those payments described in the AllPaid Agreements and in this eCheck Rider. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Recipient, extinguishing the Payer's payment obligation to Recipient (in the amount paid by the Payer) as if the Payer had paid Recipient directly, subject to any right Recipient has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Recipient for Payer funds if AllPaid fails to remit funds to Recipient from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in the AllPaid Agreement(s).
8. **Reversal or Rejection.** Notwithstanding section 7, if an ACH transfer funding a Payer's eCheck payment is (i) reversed by Payer; or (ii) rejected by Payer's bank due to lack of sufficient funds ("NSF"), such obligation shall be deemed unpaid and due or owing to eCheck Recipient solely and exclusively by Payer in addition to any other costs and penalties eCheck Recipient imposes or seeks to impose upon Payer. For any reversed or rejected payment, AllPaid will debit Recipient's account for the amount of the payment plus the Service Fee in accordance with the terms of the debit authorization form provided as Attachment "D" hereto. Recipient must complete, sign, and return Attachment "D" with this eCheck Rider.
9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE ALLPAID AGREEMENT(S) RELATING TO THE PERFORMANCE OF SERVICES UNDER THE ALLPAID AGREEMENT(S) SHALL APPLY WITH EQUAL EFFECT TO THE ECHECK SERVICES. ALLPAID DOES NOT GUARANTEE THAT ECHECK SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED AND DOES NOT GUARANTEE ECHECK PAYMENTS AGAINST PAYER STOPS, REVERSALS, OR NSF STATUS. ALLPAID WILL NOT REINITIATE AN ECHECK TRANSACTION THAT HAS BEEN DENIED DUE TO A "PAYMENT STOPPED" OR NSF NOTICE. ALLPAID HAS NO OBLIGATION TO NOTIFY PAYERS IF ECHECK RECIPIENT REJECTS PAYER'S ECHECK PAYMENT ATTEMPT. ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL.**
10. **Compliance.** eCheck Recipient shall only use the eCheck Services for legal purposes and shall not use the eCheck Services in any way that violates laws, ordinances, or regulations applicable to eCheck Recipient. eCheck Recipient will reasonably cooperate with AllPaid and Processor in good faith to minimize potential illegal use of the eCheck Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse.
11. **Execution.** This eCheck Rider may be executed contemporaneously with the AllPaid Agreement(s) or as a supplement to one or more pre-existing AllPaid Agreement(s) between eCheck Recipient and AllPaid. This eCheck Rider may be executed in counterparts. Each counterpart is an original, but together constitute one and the same instrument. The exchange of copies of this signed eCheck Rider signature page by facsimile or electronically imaged transmission shall constitute effective execution and delivery of this eCheck Rider and may be used in lieu of the original eCheck Rider for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this eCheck Rider by their duly authorized representatives or agents as of the date written below.

**CHARTER TOWNSHIP OF OSCODA**

**ALLPAID, INC. ALLPAID**

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

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

Printed Name: Todd Dickerson

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **ATTACHMENT “A” – PROCESSOR**

Vantiv, LLC n/k/a “Worldpay” (“Worldpay”) under a Payment Facilitator Merchant Agreement between and among AllPaid, Worldpay, and Fifth Third Bank, an Ohio banking corporation “Member Bank” effective September 28, 2016 (the identity of the Member Bank may change from time to time but any successor Member Bank shall be a member of VISA, MasterCard and/or other card and payment networks, as the case may be, that will provide sponsorship services in connection with the Payment Facilitator Merchant Agreement).



## **ATTACHMENT “B” – ECHECK SERVICES**

The eCheck Services shall be available to Payers through the AllPaid website and implemented at no cost to the eCheck Recipient. Specific services include the following:

- Presentment of Payer eCheck transaction request via the AllPaid payment website to Processor for authorization and, if authorized, debiting of funds from the Payer’s indicated account
- Electronic settlement of funds debited from Payer’s account by Processor to eCheck Recipient’s indicated account via AllPaid’s standard settlement process
- Payers may place eCheck transaction requests via toll-free call to AllPaid for entry to the AllPaid website by a AllPaid customer service representative
- Real-time updates of payment status and notification to eCheck Recipient of payments processed
- Pre-notification (non-monetary) transactions to confirm Payer information accuracy
- Verification of information for U.S. accounts through a third-party service
- Payer account information update in response to change notifications
- eCheck Recipient to accept or reject each eCheck payment
- Processing for returned eCheck items
- Transaction reporting and analytics
- Training and support



**ATTACHMENT “C” – SERVICE FEES**

***ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL***

***ALL SERVICE FEES ARE NON-REFUNDABLE***

Service Fee Schedule for eCheck Payments	
	\$2.95 per item

Premium Assistance Fee for All Payments Via Call Center	
Add \$2.50 to each fee amount for use of operator assistance.	



## ATTACHMENT "D" – DEBIT AUTHORIZATION

The undersigned has entered into one or more agreement(s) with AllPaid, Inc. dba AllPaid ("AllPaid") and has provided written instructions or acknowledgements to AllPaid ("Documentation") with respect to amounts that may be due and owing to AllPaid comprised of reversed or rejected eCheck payment(s) plus the related service fee(s) collected by AllPaid on behalf of the undersigned ("Obligations") to electronically debit our account and, if necessary, to electronically credit our account to correct erroneous debits, as follows:

Our \_\_\_ Checking Account, or \_\_\_ Savings Account (select one) held at the depository financial institution ("Depository") as specified below

Depository Name \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

We agree that transactions we authorize by this Authorization comply with all applicable laws. Debits will equal the value of Obligations during the period between debits to our account as per the Documentation and may not occur more frequently than once weekly. This authorization will remain in full force and effect until we cancel it by providing AllPaid with at least 45 days' prior written notice at the below address or facsimile number:

AllPaid, Inc.  
Attention: Finance Department  
7820 Innovation Boulevard, Suite 250  
Indianapolis, IN 46278-2729  
Fax: (888) 665-4755

This Authorization has been executed by an individual authorized to do so on our behalf. An executed facsimile, scanned, or other electronic version of this Authorization transmitted electronically and the signature(s) thereto shall be deemed the original signature(s) for purposes of this Authorization, with the same legal effect as an original signature, in accordance with federal law and may be relied upon by Depository. We have executed this Authorization through the below authorized individual(s):

Printed Name(s): Todd Dickerson \_\_\_\_\_

Date: \_\_\_\_\_

Signature(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

## MERCHANT AGREEMENT

This Merchant Agreement ("Agreement") is by, between and among:

CHARTER TOWNSHIP OF OSCODA  
110 SOUTH STATE STREET  
OSCODA, MI 48750

referred to herein as "Merchant"; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Worldpay"); and AllPaid, Inc., a Delaware corporation having a principal place of business at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 ("AllPaid").

**WHEREAS**, AllPaid provides the "AllPaid Payment Network," consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a "Payer" and collectively, "Payers") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

**WHEREAS**, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant's behalf; and

**WHEREAS**, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

### 1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

### 2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant's acceptance of Payers' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

- 2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.
- 2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.
- 2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

### **3. AllPaid Obligations; Agency Appointment and Effect**

AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

- 3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.
- 3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.
- 3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.
- 3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.
- 3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.
- 3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a Payer initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the Payer from a AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust

service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

- 3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.
- 3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.
- 3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

#### **4. Merchant Obligations**

Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.
- 4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.
- 4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment to refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.
- 4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.



- 4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

## **5. Term and Termination**

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.
- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.
- 5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

## **6. AllPaid and Worldpay Representations and Warranties**

Each of Worldpay and AllPaid represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

## **7. Merchant Representations and Warranties**

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

## **8. Notices**

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

## **9. Disclaimers and Limitation of Liability**

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts

AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Payer's payment to Merchant.

- 9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.
- 9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

## 10. Publicity

AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

## 11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

## 12. Miscellaneous Terms and Conditions

- 12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "A" to this Addendum apply to transactions using cards issued by American Express.
- 12.2 Assignment. This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.

- 12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.
- 12.4 Governing Law. This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.
- 12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.
- 12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

**CHARTER TOWNSHIP OF OSCODA**

**ALLPAID, INC.**

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

Printed Name: Todd Dickerson

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

Date: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**ATTACHMENT “A” – SERVICE FEES AVAILABLE**

***ALL SERVICE FEES ARE NON-REFUNDABLE***

<b>Service Fee Schedule for Tax and Utility Payments Via Web or Gov\$wipe®</b>	
<b>2.65%</b> <i>Minimum Fee = \$1.00</i>	
<b>Service Fee Schedule for Administrative &amp; Civil Payments Via Web or Gov\$wipe®</b>	
<b>2.65%</b> <i>Minimum Fee = \$1.00</i>	

<b>Premium Assistance Fee for All Payments Via Call Center</b>	
Add \$2.50 to each fee amount for use of operator assistance.	Add \$1.50 to each fee amount for use of Integrated Response Unit.

## ATTACHMENT “B” – ADDITIONAL SERVICES

### General Service Terms

Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, “**in writing**” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

### Service Fees

Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

### Service Models

AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of selected services. By

electing to utilize such services, Merchant agrees to the following:

**Gov\$wipe:** If Merchant selects *Gov\$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology (“Firmware”). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid’s option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid’s expense and by such method as AllPaid specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

**ConnexYourGov:** If Merchant elects to utilize AllPaid’s *ConnexYourGov* solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires AllPaid to use. All Images that participating Merchants deliver to AllPaid become

subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

### **Security**

If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any interfaces AllPaid establishes shall be based on specifications Merchant and AllPaid mutually develop. Merchant is responsible for advising AllPaid of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with AllPaid may receive Payer information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID.**

*Gov\$wipe* card readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov\$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

### **American Express® Card Acceptance**

**1. American Express Compliance.** Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

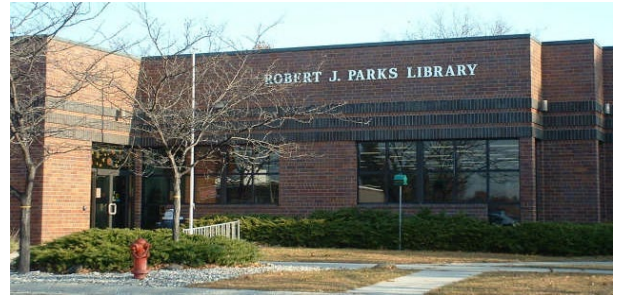
**2. Processing Restrictions.** Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

**3. Third Party Beneficiary Rights.** a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

**4. American Express Liability.** MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

**Robert J. Parks Library**  
**6010 Skeel**  
**Oscoda MI 48750**  
**(989) 739 9581 Phone / Fax**



To: Tammy Kline, Superintendent  
From: Robin G. Savage, M.Ed., Library Director  
Date: November 1, 2021  
Re: Library hours

The purpose of this memo is to request longer hours of operation on Fridays at the library. When the former Library Director started this position in 1999, she provided preschool programs, and a monthly program for teens, without much luck in attendance. As such, the library stopped providing both preschool programs and teen programs. As the programs in the past diminished, foot traffic into the library became less (to the point that the director asked to have library hours of operation shortened).

In 2013, the library was open on Fridays and Saturdays until 5 pm. But as mentioned above, hours decreased as programming decreased. As you can see by the data collected over a period of 12 weeks (3 months), there is definitely a current need for the library to be open longer. This would provide for extra programming as well as allowing for patrons who wish to come in after work to check out their weekend books/movies, to do so. On average, the library sees 36.9 patrons a day, and approximately 6.9 patrons (per day) attempted to visit the library after hours on Fridays in previous months.

At this time I am requesting the library to increase Friday hours of operation from 9 am until 2 pm to 9 a.m. until 5 p.m. This would provide longer hours for patron visitation, as well as provide more opportunities for programming.

Since I took over as Library Director, over a year ago, I have created activities in the library for children, teens, adults, veterans, seniors and our local population with special needs. These programs have had much success- so much so, that we've had to put a cap on the number of participants. My goal for the upcoming year is to have the library be the "hub" for Oscoda residents, featuring even more activities and events for all populations. Adding these hours on Friday would help to bring this goal to fruition.

Should we change hours as proposed, it would require 3 additional hours to be given to part time staff, resulting in a total of 19 hours per week, versus her current 16 hours per week.

We appreciate your attention to this matter.

## Parks Library

Patrons who've attempted to visit the library on Fridays after 2pm (until 5 pm)

July 2	4
July 9	Out of office
July 16	7
July 23	8
July 30	6
August 6	4
August 13	7
August 20	8
August 27	Out of office
September 3	7
September 10	9
September 17	4
September 24	9
October 1	7
October 8	5
October 15	9
October 22	7

Dates		10/4/21	10/5/21	10/6/21	10/7/21	10/8/21	10/9/21	10/11/21	10/12/21
# of reference questions		7	10	11	12	8	11	6	10
# of Patrons entering Library		45	59	50	21	27	32	29	48
# of Computer Users		10	16	12	8	7	6	9	13
Dates		10/4/21	10/5/21	10/6/21	10/7/21	10/8/21	10/9/21	10/11/21	10/12/21
10/13/21	10/14/21	10/15/21	10/16/21	10/18/21	10/19/21	TOTALS			
6	9	9	4	5	10	118			
33	47	29	21	35	41	517			
12	11	9	12	10	12	147			



## Parks Library

Patrons who've attempted to visit the library on Fridays after 2pm (until 5 pm)

Mean average of patrons per day=36.9

Average of patrons visiting after hours=6.6

Missing out on 17.8 percent of our patron population on Fridays

## Tammy Kline

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**From:** Todd Dickerson  
**Sent:** Wednesday, November 3, 2021 1:48 PM  
**To:** Tammy Kline  
**Subject:** FW: Requesting An Extension Until November 30, 2021 To Close On Lake Street Development Site Located At 114 N. Lake Street., Oscoda, Michigan 48750.

For Board consideration

*Todd Dickerson*

**Economic Improvement Director  
Charter Township of Oscoda  
419-309-7708**



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**From:** Steve Aldridge <steve.aldridge@amerilodgegroup.com>  
**Sent:** Friday, October 29, 2021 1:30 PM  
**To:** Todd Dickerson <tdickerson@OscodaTownshipMi.gov>  
**Cc:** Phil Sarkissian <phil.sarkissian@amerilodgegroup.com>; Mike Alshuweili <mike.alshuweili@harbaughconstruction.net>  
**Subject:** Requesting An Extension Until November 30, 2021 To Close On Lake Street Development Site Located At 114 N. Lake Street., Oscoda, Michigan 48750.

Hi Todd,

We are requesting for an extension until November 30, 2021 to officially close on the Lake Street Development Site located at 114 N. Lake Street, Oscoda, MI 48750. The Site plan layout is taking longer than we have anticipated to be completed. We are looking at getting everything hand delivered to Nichole Vallette, Planning & Zoning Director by Friday, November 5th, 2021. Have a special hearing on November 12th. Then prior to November 30th, officially close on the property.

Thank You,

***Steve Aldridge***

Vice President of Sales and Marketing, Amerilodge Group  
2369 Franklin Road  
Bloomfield Hills, MI 48302  
Office: 248-601-2500 ext. 116  
Cell: (810) 841-6668



## Tammy Kline

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**From:** Catherine Winn <cwinn@fv-operations.com>  
**Sent:** Wednesday, November 3, 2021 3:17 PM  
**To:** Tammy Kline  
**Cc:** Doug Moen; Eric Stein  
**Subject:** Dewatering Equipment Recommendation for Board Packet  
**Attachments:** Dewatering equipment 11-3-2021.pdf  
  
**Importance:** High

Tammy:

Please find attached information for the board packet regarding the purchase of budgeted dewatering equipment. Feel free to contact Doug, Eric, or me if you have any questions.

**Catherine A. Winn**  
Regional Manager | Associate

**F&V Operations and Resource Management, Inc.**  
247 S. Baldwin Resort Rd. | East Tawas | MI | 48730  
O: 989.362.0050 | C: 517.304.3513 | F: 989.362.0222  
[www.fv-operations.com](http://www.fv-operations.com)

*Please consider the environment before printing this email.*

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*Cybercrime attempts have increased during the COVID-19 Pandemic. This includes "spoofing" the origination of email addresses. If you receive an unexpected message with links or attachments, consider first verifying with the sender before opening.*

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# MEMO



**To: Tamara Kline, Oscoda Township Superintendent**

**From: Catherine Winn, Regional Manager**

**Date: November 3, 2021**

**Re: Dewatering Equipment**

Purchase of replacement dewatering equipment was included in the 2021 Water/Sewer Capital Improvement Plan. The budgeted amount was \$50,000, split between the water and sewer funds.

F&V Operations spent time earlier in 2021 exploring options for the type and size of equipment needed to provide the necessary dewatering capacity to safely and effectively perform water main repairs and other excavation activities within the Township. The goal was to find equipment that was right-sized, not over-sized, for the job. Additionally, we looked at various options, including used equipment, that would be most economical for the Township.

We spoke with Industrial Design, a local mechanical contractor, and he stated that he could provide used pumping equipment along with some additional components for a dewatering system which would provide the necessary capacity and be within the budgeted cost, but they did not follow through on providing a written quote.

We also obtained written quotes from two dewatering equipment vendors: Mersino and Griffin Dewatering. Mersino is a Michigan-based company, and their quote was significantly lower than Griffin's.

At this point, because we did not receive a written quote from Industrial Design, and they have not responded to our attempts to follow up on this issue, we requested an updated quote from Mersino as the previous quote had expired.

Please find attached the quotes from Mersino and Griffin Dewatering.

F&V Operations is recommending that the Township approve the purchase of dewatering equipment from Mersino as shown on the attached quote in the amount of \$52,712.99.



**Account Manager:** Peter Sheffer  
**Phone #:** (810) 350-4404

Today's Date: 11/02/21  
Est Delivery Date: 11/08/21

Special Instructions:

Signature/Date

## CONDITIONS OF SALE

Mersino Dewatering, Inc. and its branches DBA Global Pump (the "Seller") and the purchasing party on the preceding page (the "Buyer") agree that these Conditions of Sale govern the parties' transactions and these Conditions of Sale are incorporated by reference into the Sales Agreement and any Quotes as if fully stated therein. Acceptance of any goods or equipment by Buyer shall constitute acceptance of these terms.

**CONTROLLING PROVISIONS:** The following conditions of sale shall constitute the sole conditions with respect to any purchase order or sale of Seller's products. No waiver, alteration or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing by Seller. The laws of Michigan shall govern the validity, interpretation and enforcement of any contract of which these provisions are part, without giving effect to any rules governing the conflict of laws. Seller will comply with all laws applicable to Seller. Compliance with OSHA or similar federal, state, or local laws during any operation or use of the product(s) is the sole responsibility of the Buyer. Assignment may be made only with written consent of both parties.

**ACCEPTANCE:** The Buyer accepts these Conditions without change or addition by placing an order for the products or by accepting the products in whole or in part.

**CANCELLATION:** Orders are not subject to cancellation or termination except by written agreement of Seller following the Buyer's acceptance of cancellation charges which, in Seller's sole discretion, compensate against loss.

**SHIPMENT:** Anticipated shipment dates provided by Seller are based upon the best information available at the time and are estimates provided in good faith. Seller makes every effort to ship products within the time frame estimated but cannot assume responsibility for delays beyond its reasonable control when exercising due diligence. In particular, delay due to acts of God, acts of the Buyer (or his agent or representative), acts of any civil, military or legal authority, priorities, fire, strike or other circumstance or event in the nature of force majeure, or delay due to transportation are considered beyond the control of Seller. No liability will be assumed and the Buyer will not expect Seller to assume liability for a penalty or damages (liquidated or otherwise) contained in any contract which the Buyer may have with any third party. Timely performance is contingent upon the Buyer supplying to Seller, when needed, all required technical information, drawing approval, and commercial documentation. Any products for which shipment is delayed by the Buyer, or by causes that affect the Buyer's ability to receive the products, may be placed in storage by Seller for the Buyer's account and risk.

**PRICE:** Quoted prices are valid for acceptance, by firm order, for a period of 30 days from the date of quotation. Order prices remain firm through the date of shipment providing that shipment is not delayed by the Buyer. However, if the Buyer delays shipment, prices will be those in effect at time of shipment plus storage and handling. Prices do not include sales, use, other taxes or duties unless specifically stated in writing by Seller. When sales, use, other taxes or duties are itemized separately they are subject to adjustment for decrease or increase. Unless otherwise specified, prices are FOB Seller in Davison, Michigan and are expressed in US dollars.

**TRANSPORTATION:** Unless otherwise stated in writing by Seller, products are FOB Seller in Davison, Michigan and transportation (freight) charges are not included in the price. Transportation is the responsibility of the Buyer. Where the Buyer specifies a method of transportation or carrier, Seller will attempt to comply. However, the right is reserved to substitute, without notice, an alternative method of transportation or carrier where that specified is not available, not practical, or not in the interest of the Buyer or Seller. When FOB destination or freight allowed to destination has been stated in writing by Seller, "destination" means common carrier delivery point within continental North America, excluding Alaska, nearest the destination.

**PACKING:** Products shall be packed or crated by Seller in accordance with Seller's standard commercial practice unless otherwise agreed in writing.

**EXPORT:** Products will be export packed or crated by Seller in accordance with Seller's standard commercial practice for below deck stowage unless otherwise agreed. Ocean shipment is the responsibility of the Buyer. However, if Seller agrees to make or arrange for ocean shipment, Seller shall act as agent for the Buyer and reserve the right to procure full insurance coverage, including war risk insurance, at the expense of the Buyer. All expenses incurred in this connection will be payable upon demand to Seller. If Seller as agent applies for or secures manufacturing, financing, exporting or other licenses required by any federal or state government, or any department thereof, Seller shall make such applications or secure such licenses solely as agent for the Buyer, and assumes no responsibility.

**PAYMENT:** Except by written agreement of Seller, Buyer will make payment in the currency stated on the invoice to Seller net 15 days from shipment by Seller. A payment term of "Net 15 days" is a privilege extended to the Buyer at the sole discretion of Seller. Seller reserves the right not to extend terms to the Buyer and is obligated only to so notify the Buyer prior to shipment. Delinquent accounts will bear a service charge of 1.5% per month, or part thereof, on the unpaid balance and will, in addition, bear any and all costs incurred by Seller in collecting amounts past due. If Buyer delays the shipment, the date of readiness for shipment shall be deemed to be the date of shipment for payment purposes.

**WARRANTY:** On the date of shipment to the Buyer, Seller warrants title to the products and, except as noted with respect to items not of Seller's manufacturer, that the products are of the kind and quality described, free of defects in workmanship and material that will impair the products function. This warranty is expressly in lieu of all other warranties, including but not limited to implied warranties of merchantability or fitness for a specific purpose which are disclaimed, and constitutes the only warranty of Seller with respect to the products. Any products found by Seller to show such defect within one (1) year of the date of shipment will be replaced or, at Seller's option, repaired free of charge, FOB Seller in Davison, Michigan upon receipt of the defective products at Seller in Davison, transportation (freight) charges prepaid. Products are not to be returned without Seller's prior written authorization and shipping and tagging instructions. The expense of removal and reinstallation of the products, in whole or in part, is expressly the responsibility of the Buyer not Seller. Engines, motors, mechanical seals, flexible couplings and other components not of Seller's manufacture and whether supplied fitted in or on the products or supplied loose are warranted only to the extent that they are expressly warranted by their manufacturer. The Buyer will rely solely upon that manufacturer's warranty, which will be assigned, insofar as possible, to the Buyer. No liability will be assumed and the Buyer will not expect Seller to assume liability for damage, delay, or work done by the Buyer or others resulting directly or indirectly from a defect. This states Buyer's exclusive remedy against Seller and its suppliers relating to the products, whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Seller and its suppliers shall have no obligation as to any products which have been improperly stored or handled, or which have not been operated or maintained according to instructions in Seller or supplier furnished manuals.

**LIMITATION OF LIABILITY:** Neither Seller nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit; or for cost of capital, substitute use or performance, or for incidental, indirect, special or consequential damages, or for any other loss or cost of similar type, or for claims by Buyer for damages of Buyer's customers. Likewise, Seller shall not, under any circumstances, be liable for fault, negligence or wrongful acts of Buyer or Buyer's employees or Buyer's other contractors or suppliers. In no event shall Seller be liable in excess of the sale price of the products.



810.658.3472  
844.329.1197  
www.mersino.com

**TITLE AND INSURANCE:** Title to the products and risk of loss or damage shall pass to Buyer at the FOB point, except that a security interest in the products and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Seller's interest by adequately insuring the products against loss or damage from any external cause with Seller named as insured or coinsured.

**HYDRAULIC PERFORMANCE:** The determination of performance has been based on factory tests under controlled conditions with calibrated and tested equipment in accordance with the Standards of the Hydraulic Institute. Certified tests on pumps ordered will be conducted only if specifically requested prior to order, quoted and subsequently ordered.

**INSPECTION AND EXPEDITING:** Seller will extend reasonable cooperation to the Buyer's inspection and/or expediting personnel but restricts access to its facilities except as otherwise stated in writing by Seller and in any case to agreed upon reasonable times with a minimum of 72 hours notice prior to each visit. Buyer shall not inspect or expedite Seller's suppliers without prior written approval from Seller.

**DRAWINGS, DATA, DOCUMENTATION, TECHNICAL INFORMATION:** Drawings, data, documentation and technical information provided may indicate general detail only and may not be specific unless certified by Seller. The copyright in all drawings, data, and other documentation provided by Seller remains vested in Seller and may not be copied or used in any connection without the prior written approval of Seller. Drawings, data, documentation and technical information regarding pump design and/or application, whether or not written, is regarded as the proprietary and confidential intellectual property of Seller. The Buyer expressly agrees to maintain confidentiality and to be accountable for the use of any such information. All concepts or processes supplied by Seller or otherwise resulting or developed from the supply by Seller remain the exclusive properties of Seller.

**DESIGN:** The products will be in accordance with Seller's current practice. The right is reserved to make changes, without notice, providing overall dimensions and type of construction are not changed as to conflict with the order specifications.

**I understand and agree to the above terms and conditions as well as the acceptance of the equipment and pricing set forth on the preceding page. I also agree that the equipment I received reflects the proper quantities and is in good working order.**

Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

AAR-095-000-F.161104



May 7, 2021

GD-31466

Fleis & VandenBrink

Attn: Eric Stein

Phone: 616-588-2900

Email: [estein@fv-operations.com](mailto:estein@fv-operations.com)

Re: FV Sale

Dear Eric,

Thank you for contacting Griffin. We are pleased to submit our proposal for the above referenced project. This proposal outlines the proposed equipment and materials, and the price of the system.

Attached please find the following:

- Attachment A – Pricing
- Attachment B – Terms & Conditions

Griffin Dewatering thanks you for the opportunity to submit this proposal and we look forward to the possibility of working with you on this project. If you have any questions or concerns, or would like to discuss this project in more detail, please do not hesitate to contact me. I am frequently in the area and would be happy to schedule a time to meet at your office to review the work plan in greater detail. I can always be reached at (713) 539-4915.

Sincerely,

Rachel Smith

Business Relationship Manager

This proposal for stated services above, along with the attached terms and conditions and any exclusions or exceptions indicated is acceptable. Griffin Dewatering is hereby authorized to perform the stated scope of work as priced.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company: \_\_\_\_\_

Initials: \_\_\_\_\_

## Attachment A – Pricing

Qty	Part #	Description	Unit Cost	Total Price
1	6WPRD	Wellpoint Pump	60,610.00	60,610.00
3	79-9-004-0001	PVC Header Complete 6"	324.50	973.50
15	79-0-001-0006	Wellpoint PVC 1-1/2" Complete	31.90	478.50
15	15-0-005-0002	Griffin Butterfly Swingjoint	70.40	3,520.00
1	4WPRD	Wellpoint Pump	51,190.00	51,190.00
3	79-9-004-0001	PVC Header Complete 6"	324.50	973.50
15	79-0-001-0006	Wellpoint PVC 1-1/2" Complete	31.90	478.50
15	15-0-005-0002	Griffin Butterfly Swingjoint	70.40	3,520.00

All local, state, and federal taxes and fees are additional to any pricing shown herein.

Initials: \_\_\_\_\_

## ATTACHMENT B - SALES TERMS & CONDITIONS

**ENTIRE AGREEMENT, MODIFICATIONS** – These Terms and Conditions constitute the entire agreement between the purchaser and Griffin Dewatering and its affiliates, hereinafter referred to as “Griffin” for the sale of goods. No change in, addition to, or waiver of the terms, conditions, and specifications contained herein shall be a binding obligation on Griffin unless approved in writing by its authorized representative.

**TITLE AND RISK OF LOSS** – Title to and risk of loss of the goods herein described shall pass to Purchaser upon delivery of said goods to a carrier at Griffin’s point of shipment. Title to and risk of loss of said goods shall pass to Purchaser in no other way, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges.

**PAYMENT AND PRICES** – Griffin, at its sole option, prior to accepting the contract for sale of Goods, may require Purchaser provide a LETTER OF CREDIT drawable in Houston Texas on presentment, and may, at its option, draw at sight on Purchaser. Griffin may require Purchaser to obtain an irrevocable letter of credit in favor of Griffin from an issuer acceptable to Griffin. In the event Griffin does not so draw or require such letter of credit, payment by Purchaser shall become due in the following terms: FIFTY PERCENT (50%) shall be due on order acceptance by Griffin, The remaining FIFTY PERCENT (50%) on completion and Griffin making the goods available for shipment. Terms of payment may also be set forth in an agreement between the parties which shall be executed by both Griffin, and Purchaser. Payment terms set forth in an agreement shall prevail over the payment terms stated herein. Terms of payment by Purchaser, as herein above set forth or as set forth in an agreement, are of the essence of this agreement, and in the event of failure by Purchaser to make any payment when due, Griffin may decline to make further shipments until such default is cured. In the alternative, Griffin may elect to continue to make shipments despite the continuance of such default, but such election by Griffin shall in no way constitute a waiver of such default nor affect Griffin’s legal remedies.

1. Purchaser assumes full responsibility, including reporting and payment, of all taxes, however designated, or other governmental charges arising out of, levied or based upon, or in connection with the sale of the goods herein described, including state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amount in lieu thereof paid or payable by GRIFFIN in respect of the foregoing, exclusive however, of taxes paid on net income.

In no event shall any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the goods herein described, unless such conveyance is expressly set forth on the face hereof.

**WARRANTIES** – Griffin warrants to Purchaser that in the goods being sold will be free from any liens or encumbrances, and that good title to the goods will be conveyed to Purchaser. Griffin warrants as stated in the LIMITED WARRANTY DOCUMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Griffin’s sole obligation and Purchaser’s sole remedies are set forth in that LIMITED WARRANTY DOCUMENT.

**LIMITATION OF LIABILITY** – GRIFFIN SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, LIQUIDATED, OR CONSEQUENTIAL DAMAGES WHETHER ANY SUCH CLAIM OR LAWSUIT BE BASED ON TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST GRIFFIN BE GREATER THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD AND CAUSING THE ALLEGED DAMAGE.

**CLAIMS** – Within FIFTEEN (15) days after tender of delivery to or receipt by Purchaser of any shipment and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition, Purchaser shall inform Griffin in writing if said goods are found defective or short in any respect. Failure to inform Griffin or use of said goods (except for reasonable test and inspection quantities) shall be conclusive that Griffin has satisfactorily performed. No returned GOODS shall be accepted without prior written authorization by Griffin.

**PATENT INFRINGEMENT** – If the goods herein described are to be manufactured by Griffin based on specifications or drawings furnished by Purchaser, Purchaser agrees to indemnify and hold harmless Griffin, its successors and assigns, against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letter patent granted by the United States or any foreign government relating to the goods herein described. Purchaser agrees that in such event it will assume the defense of any and all such suits and pay all expenses incidental thereto.

**TERMINATION** – This agreement may be terminated under the following conditions only:

- a. If the goods herein described are to be used in the performance of a U.S. Government contract or subcontract, and the U.S. Government terminates for convenience of the prime contract in whole or in part, Purchaser may terminate this agreement in

Initials: \_\_\_\_\_

the same proportions, and liability of Purchaser for termination allowance shall be determined in accordance with the Sections of the Armed Services Procurement Regulation then applicable to termination of contracts, such termination allowance in this instance to be paid to Griffin within thirty (30) days of such termination by Purchaser.

- b. Griffin may terminate this agreement if Purchaser becomes unable to meet its obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against Purchaser, or if a receiver for Purchaser is appointed or applied for or if any assignment for the benefit of creditors is made by Purchaser.
- c. Purchaser may terminate this contract for sale of goods within Three (3) days with a penalty of FIVE PERCENT (5%) of the Purchase price exclusive of any taxes and shipping. Thereafter until such time Griffin is 50% complete in its assembly, preparation, and/or manufacture of the goods which are the subject of this contract, Purchaser may terminate this agreement by payment of SEVENTY-FIVE PERCENT (75%) of the purchase price exclusive of taxes and shipping. Thereafter, Purchaser may terminate this agreement by payment of the full purchase price including any taxes exclusive of shipping.

FORCE MAJEURE – Griffin shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not by way of limitation any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of the United States of America or with the orders or policies of any governmental authority, delays in transit or delivery on the part of the transportation companies or communication facilities, or failures of sources of materials. Griffin may, as its option, make deliveries ratably with reference to itself and all its Purchasers.

EXPORT OR IMPORT LICENSE – Purchaser shall procure at its expense any export or import licenses required for any of the material included in this quotation.

SHIPMENT – Griffin's pricing is FOB its loading dock. All risk of loss, shipping costs, insurance are the responsibility of the Purchaser. Unless the Purchaser has made other written arrangements (signed by the Griffin) with Griffin it will place the GOODS FREIGHT COLLECT with a nationally recognized carrier. Griffin specifically disclaims any responsibility as to the carrier selected or their actions, and Purchaser agrees to HOLD GRIFFIN HARMLESS from any claims it may have or those of third parties due that acts or omissions of the carrier or the selection of the carrier.

Initials: \_\_\_\_\_

Oscoda Township Superintendent & Oscoda Township Board Members:

I am interested in the Assistant to the Superintendent position with the Township. I have thirteen years' experience as an office manager and 20 plus years' experience in customer service/working with the public/office work. I am a self-motivated, friendly and enthusiastic person who performs tasks assigned to me in a timely and competent fashion. I have strong communication, customer service and office skills. I am able to prioritize my workload and respond to frequently changing demands as needed. I can operate a standard computer and Microsoft Office. I am able to work well with my coworkers as well as the public and am able to communicate professionally, accurately and clearly. I have the ability to write routine reports and correspondence. I also possess basic mathematical skills and understand the importance of maintaining a good attendance record.

My prior work experience has prepared me for this position by teaching me to apply high levels of critical thinking and to utilize my decision-making skills. Having that accountability has taught me to complete day to day functions working hand in hand with coworkers, but requiring little assistance while prioritizing my workload. Through my prior work experience, I have learned a great deal about working with the public and how to handle difficult situations from those who might have been a little irritated both on the phone and face to face. I have learned that keeping calm and actively listening to the person, as well as asking questions to gather information, allows me to better assist them to the best of my ability while also validating their feelings about the situation. To me, excellent customer service is about listening to others and finding quick and efficient solutions to their questions and needs with a friendly and patient attitude. These are skills that I know will be useful in this position and can help make me a valuable addition to your team.

Ultimately, you will want someone in this position who has the ability to work well with co-workers and well as the general public, all while assisting the Superintendent in an efficient and satisfactory capacity. I always strive to meet and surpass expectations and try to leave a lasting and positive impression on those I come into contact with. I do this by working with them and assisting them in the best way possible for each person's unique situation and by doing the right thing and treating everyone I come into contact the same way I would want to be treated.

As you can see, my background and experiences position me very well to take on this position. I believe I would be a strong performer and a valuable addition to the team here at Oscoda Township. I appreciate your consideration and time.

Sincerely,



Melinda Morgan

Melinda Morgan  
5006 E Gruff St  
Greenbush, MI 48738  
810-834-7326  
[msr4120@gmail.com](mailto:msr4120@gmail.com)

**EDUCATION:**

Charles Stewart Mott Community College, Flint, MI  
Associates in Applied Science  
Social Work Technician  
High Honors – May 1997  
Transcript available upon request

**Work Experience:**

**Heritage House Realty Oscoda/AuSable** - Oscoda, MI  
Licensed Real Estate Agent  
2018 – Present

I am a licensed real estate agent in the State of Michigan. I enjoy helping clients buy and sell homes. I help in the home search, writing up purchase agreements and following through on a sale from beginning to end. I am looking for a position with the Township that will utilize my skillset, have a steady income and be fulfilling to me while allowing me to still pursue real estate on a part time basis after hours and on weekends.

**F&V Operations** – Grand Rapids, MI  
Utility Billing Clerk for Oscoda Township  
October 2019 – Present

**Responsibilities:**

Prepare water and sewer billing statements  
Assist the Treasurer's Office in transferring outstanding utility account balances to property tax billing statements  
Administrative tasks to provide efficient & accurate record keeping  
Respond to customer utility billing and service inquiries such as repairs, turn on and turn off requests  
Assist in the collection of delinquent accounts  
Provide scheduling of new residential service connections  
Maintain computerized customer water use records  
Draft work orders for maintenance services such as new meter request, line service, and other repairs

Maintain accurate recordkeeping for the yearly audit

**Skills Used:**

Handling difficult customers and situations

Answering telephone calls

Verifying customer information and maintaining confidentiality as needed

Processing large amounts of paperwork correctly and in a timely manner

Prioritizing workload and keeping workload organized

Time management

Meeting deadlines

Customer service skills

Written and oral communications

Good attendance record

**Alcona Health Center Dental Services –Oscoda, MI**

Front Office, Scheduling, Billing, Dental Assistant

January 2016- December 2017

**Responsibilities:**

Checking patients in and out

Collecting balances owed

Handling all outside referrals

Balancing the clinic daily and doing the deposit

Insurance verification and Pre-determinations

Scheduling

Helping patients apply for financial help and processing the applications for such through the sliding fee program at the health center

Determining final eligibility and level of benefits available to the patient

Assisting the Dentist with all aspects of work on the patients

Answering telephone calls

Obtaining appropriate information to get the proper services to clients

Maintain good attendance record

Daily reports and verification that reports are correct

**Skills Used:**

Handling difficult patients and situations

Verifying patient information and maintaining patient confidentiality

Processing large amounts of paperwork correctly and in a timely manner

Prioritizing workload and keeping workload organized

Time management

Meeting deadlines

Customer service skills

Written and oral communications

Using addition, subtraction, multiplication and division for sliding fee program

Good attendance record

**Chemical Bank – Oscoda, MI**

Bank Teller

March 2012 – December 2015

**Responsibilities:**

Handle the banking needs of customers swiftly, courteously and accurately

Responsible for large amounts of cash and the balancing of such daily

Answering the telephone

Verifying customer information and maintaining customer confidentiality

Processing large amounts of paperwork correctly and in a timely manner to meet deadlines

Helping to resolve customer problems as they arose

Obtaining appropriate information to get the proper services to clients

Utilizing several computer programs to complete work daily

Performing monetary calculations daily

Face to face as well as phone interaction with customers daily

Offering additional products to the customer

**Skills Used:**

Face to face and telephone interaction with customers

Client confidentiality

Time management

Written and oral communications

Computer skills

Problem solving

Mathematical skills and using 10 key adding machine

Manage and prioritize workload

Good attendance

**Richards Tree Care, Inc. – Davison, MI**

Office Manager

March 1998 – November 2011

**Responsibilities:**

Hiring and terminating positions as required

Obtaining all new hire paperwork and filing it as appropriate

Maintaining current and confidential personnel records

Face to face and telephone interaction with customers

Obtaining appropriate information to get the proper services to clients

Processing payroll and keeping proper records for the bookkeeping

Scheduling of all estimates and jobs to be done

Helping to resolve customer issues as the need arose



Responsible for the processing and depositing of cash and checks into the bank daily  
Processing paperwork correctly and in a timely fashion to meet deadlines  
Creating and implementing employee handbook  
Handling all paperwork, tax forms and payroll for all employees of the company  
Holding the monthly meetings with all employees

**Skills Used:**

Strong written and verbal communication skills  
Problem solving  
Time management  
Manage and prioritize workload  
Basic mathematical skills  
Good attendance

**Professional References Available Upon Request**



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

## Resolution Number 2021-31

### A RESOLUTION REQUIRING TOWNSHIP BOARD, COMMISSION AND COMMITTEE MEMBERS TO COMPLETE SIX HOURS OF TRAINING ANNUALLY

**Whereas**, the Charter Township of Oscoda, supports the continuing education and training of its Board and Commission members, and to this end, endorses a requirement of six (6) annual training hours for each Township Board, Commission or committee member, and;

**Whereas**, it is the intent that each such Board, Commission or committee member shall report to the Oscoda Township Clerk, and the Clerk will track and account for, all such training and the expenses therefor, and;

**NOW, THEREFORE, BE IT RESOLVED THAT** (i) each member of the Township Board, Commission and any Committee shall pursue six (6) hours of training, annually, relative to their position in the Township, (ii) that the costs, fees and other expenses associated with such training be approved and paid and/or reimbursed by the Township Board, and (iii) that each such Board, Commission or committee member pursuing such training shall report the particular nature and cost of same to the Clerk, and that the Clerk account for same.

Moved by: Choose an item.

Supported by: Choose an item.

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

Nays: None

Absent: None

Adopted this 8th day of November 2021.

#### CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oscoda, County of Iosco, and State of Michigan, at a meeting held on , the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan

1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Dated: 11/8/2021

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Joshua Sutton, Township Clerk



# Board & Commissions Training Strategy

Oscoda Township | 2021

**DRAFT DOCUMENT (2021)**

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## Introduction

Redevelopment Ready Communities (RRC) Best Practice Four focuses on building capacity for boards and commissions which make development-related decisions. For the Township of Oscoda this includes:

- Economic Improvement Committee
- Planning Commission
- Township Board of Trustees
- Zoning Board of Appeals

Specifically, this best practice encourages communities to adopt a more **strategic approach** to training to ward off fatigue, apathy, and general time constraints that can hinder delivery of necessary training for board members to stay up-to-date on the information needed to make informed decisions. In recognition of the Townships self-investment in other RRC Best Practices, RRC staff has dedicated time and resources to providing this training strategy as a direct form of technical assistance to the Township **There is no cost for this project aside from a small amount of time to coordinate with RRC staff and asking officials to review the draft document prior to finalization.**

### Goals

**Goal 1: Expand the City's toolbox of training to include new methods and resources.**

**Goal 2: Meet the established annual training goal for each board.**

**Goal 3: Tie training activity to established local goals and needs.**

## Why Training?

"In this era of unprecedented change, citizens expect more of their elected officials. The public expects responsiveness and accountability at all levels of government. What better place to start than at the local level, where citizens can directly experience the difference that good decision-making and ethical standards can make in a community?

Local government is more important than ever before. People who are elected today must demonstrate their professionalism and integrity. As a leader in your municipality, you should place importance on continual training and updating your knowledge, as well as emphasizing the development of the knowledge and skills of employees.

As an elected official, mindful of the liability exposures to your municipality, you should be aware of established case law and its relevance to your municipality."

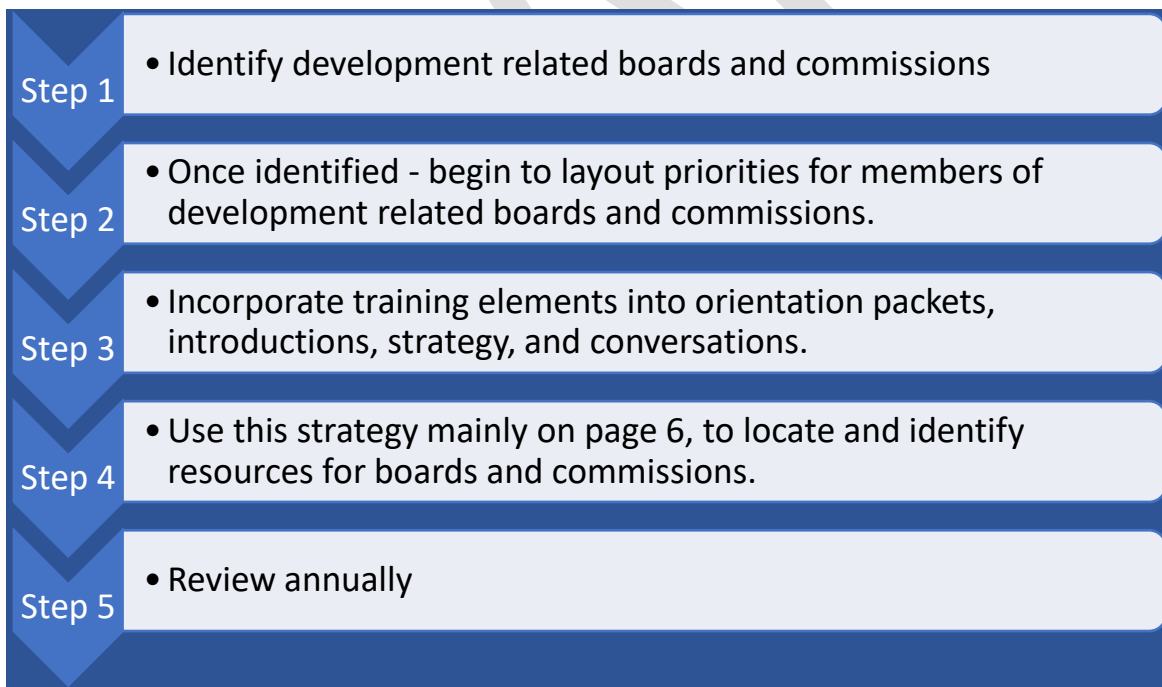
Source: [Training of Municipal Officials](#)

## How to use this Strategy

The outcome of this project is series of recommendations to help boards and commissions to strategically approach training based on data, existing goals, and available resources. **It is not designed to lay out a specific training plan**, but instead provide a framework which will help Township officials and staff identify priority training activities that will best help it further its established goals. While the strategy does not get into a level of detail that suggests specific events or month-by-month schedule, it does provide a framework which will help city officials and staff identify priority training activities that will best help it further its established goals. Specifically, this strategy should be referred to when:

- 1 Scheduling at-meeting training
- 2 Considering financial support requests to attend training/events
- 3 Deciding whether to forward training information received from various agencies
- 4 Reviewing progress and making updates

**\*\*At the end of 2021 or Fiscal Year, the Township staff should review the strategy and identify what worked, what did not and what could change. The strategies for each board could then be updated for the following year. \*\***



## Training Framework

While most attention around training often goes to actual training events, a successful training strategy not only recommends specific training events but also establishes a culture that encourages ongoing training and information sharing. Under RRC Best Practice Four, this includes several aspects such as identifying training funds, consistently encouraging training and more. This section makes several recommendations for an updated training framework in Oscoda which aligns with Best Practice Four and more efficiently uses officials' limited time while adding a level of accountability.

### I. Funding Training

There is no specific amount of training money which needs to be set, but the Township should continue to budget for some level of training each year for staff and officials as a **dedicated line item(s)**. Ideally the Township will assess its training needs at the beginning of each year and budget as close to those needs as possible. The Township should also explore other funding methods including:

- Training scholarships from organizations such as MML, MAP, RRC or Community Foundation
- Training funding through the Township's insurance company
- Pooling resources with nearby communities to pay for training
- Working with state level partners to potentially pay for training.
  - RRC Online training
  - Using RRC certification status

### II. Tracking Training (Strongly Encouraged)

While this section has been removed for Certified expectations, this is still a good best practice to follow. The Township should establish a method to track training activity for staff and officials. This method should be updated at each meeting and reviewed annually when the Township is assessing training needs for the upcoming year.

### Consistent Encouragement and Reminders

It is strongly recommended that staff add **training as a standing agenda** topic for all its boards and commission. This encourages consistent reminders about upcoming trainings and report outs from recent training events.

- Standing agenda item
- Monthly/Weekly Newsletter
- Social Media
- Weekly meetings
- Welcoming New Members
- Orientation packets



### III. Establishing Annual Training Targets

It is strongly recommended to **establish annual training targets** for members. Doing this in the form of hours allows the Township to measure progress but also affords flexibility to members to meet those goals in whatever way is easiest for them. RRC recommends the following targets:

- Economic Improvement Committee (2 hours)
- Planning Commission (6 hours)
- Township Board of Trustees (2 hours)
- Zoning Board of Appeals (2 hours)

RRC encourages the Township to incorporate these training targets into **bylaws** for each board when possible.

STEP	DETAILS	TIMING
Update Records	Ensure that training activity records are up to date.	Late October
Analyze Results	Analyze the records to determine if goals were met for the year.	Early November
Assess Outcomes	Review the outcomes. If goals were not met, why? Compare against priority topics and identify ones that have been met or new ones that should be added.	November meetings
Update Strategy	Update the strategy document	Early December
Review	Officials review document, make any needed edits	December meetings
Distribution	Final version distributed	End of Year

## Implementing Year 1

The key to any successful strategy is implementation. The Township should use the list below to ensure all aspects of this strategy are addressed in 2022:

Task	When	Complete?
Add training as a standing agenda item to each board's agenda	Q1 2022	
Establish training records system	Q1 2022	
Schedule joint meeting	Q1 2022	
Schedule at-meeting trainings	Q2 2022	
Inquire if the Townships insurance company provides training funds	Q1 2022	
Update bylaws to include training expectations	Q3 2022	
Conduct annual review & update	Q3 2022	

## IV. Annual Joint Training

The Township should establish a tradition of holding at least one annual joint training event on a topic of common interest to officials. This can be scheduled well in advance each year.

***\*\* This is an expectation for RRC yearly Maintenance – always incorporate a meeting either virtually or in person.***

## V. Organizational Memberships

Many planning and development related organizations offer community memberships which allow access to resources for multiple staff and/or officials. Common memberships in Michigan include the Michigan Association of Planning (MAP), Michigan Municipal League (MML), and the Michigan Downtown Association (MDA). Oscoda Township should annually determine if a membership(s) is appropriate for the Township as a whole or even just for a few members. Many of these organizations offer resources available to the public as well but the value of a membership is widely exceeded in access to resources “behind the firewall.”

## 2022 Training Strategies

This section contains training recommendations for each board for 2022 based on available resources and known training availability. These are meant to be fluid strategies but should be used to assess any training funds requested by individuals to ensure those funds are being used to meet established goals. **These strategies do not include any major conferences or off-site events.**

Training strategies should be included on annual goals for boards and commissions.

### 1. Economic Improvement Committee

The EIC consists of a five-member board of merchants, community members, at least one resident, and a Planning Commission representative, appointed by the Township Supervisor for staggered 4 year terms.

If the EIC is granted certain financial authorities by the Township Board, then its fiscal year shall coincide with the Townships fiscal year. The EIC is charged with:

- Being a catalyst for economic development
- Fosters a strong economic environment that nurtures businesses and supports new investment
- Improve the quality-of-life by increasing the economic base

<b>Annual Goal</b>	6 Hours	
<b>Delivery Methods</b>	Joint Meeting (1 hour); At-meeting training (2 hours); personal preference (1 hour)	
<b>Priority Topic</b>	<b>Identified via</b>	<b>Potential Delivery Methods/Resources</b>
Capital Improvements Planning*		<a href="#">MAP Workshops</a> (off-site in Oscoda Township or online), <a href="#">RRC CIP Guide</a> , <a href="#">RRC CIP Quick Sheet</a> , <a href="#">Open Gov CIPs 101</a> , Reviewing other communities' CIPs (see <a href="#">RRC Library</a> for examples)
RRC foundation		RRC Online Training
General Economic Development Principals		CEDAM MEDC miplace

*\*Possible topics for a joint training or to at least invite other boards to if done at a PC meeting*

## 2. Planning Commission

The Planning Commission plays a major role in the Township's development process by overseeing:

- the master plan process
- drafting zoning changes,
- and reviewing site plans.

Planning Commissioners make legally binding decisions that can have impacts on the physical development of the community for years (and decades) to come. The Planning Commission meets once a month in the evening, with additional evening meetings as-needed.

This plan recommends the following training approach for 2022:

<b>Annual Goal</b>	6 Hours	
<b>Delivery Methods</b>	Joint Meeting (1 hour); At-meeting training (2 hours); personal preference (1 hour)	
<b>Priority Topic</b>	<b>Identified via</b>	<b>Potential Delivery Methods/Resources</b>
Capital Improvements Planning*		<a href="#">MAP Workshops</a> (off-site in Oscoda Township or online), <a href="#">RRC CIP Guide</a> , <a href="#">RRC CIP Quick Sheet</a> , <a href="#">Open Gov CIPs 101</a> , Reviewing other communities' CIPs (see <a href="#">RRC Library</a> for examples)
RRC foundation		RRC Online Training
MSU Citizen Planner Program		Online, self-paced, new members
Ottawa County P&Z Training		Virtual or In-person

*\*Possible topics for a joint training or to at least invite other boards to if done at a PC meeting*

## 3. Township Board

The Township Board is responsible for several aspects of the development experience:

- approving the master plan and zoning ordinance,
- amendment the zoning ordinance (including rezoning),
- approving the use of economic development incentives (when applicable),
- and ensuring essential services are provided via in-house staff or contractors.

The Oscoda Township Board meets twice a month on the second and fourth Mondays of each month. This plan assumes it typically has a full agenda already. Preferred methods of training are reviewing local plans and ordinances, at-meeting training, and online methods.

<b>Annual Goal</b>	6 Hours	
<b>Delivery Methods</b>	Joint Meeting (1 hour); At-meeting training (1 hour, likely split into smaller 15- or 30-minute sessions over the year); personal preference (2 hours)	
<b>Priority Topic</b>	<b>Identified via</b>	<b>Potential Delivery Methods/Resources</b>
Council Norms (meeting essentials, ethics, key laws, etc.)		<a href="#">Michigan Municipal League</a> (options vary)
RRC Foundation		RRC Online Training
Open Meetings ACT		<a href="#">OMA – web – MML</a>
FOIA		<a href="#">FOIA – web – MML</a>
Finance 101		<a href="#">Finance Info</a>
Other resources for the Township Board	<a href="#">National League of Cities</a> , <a href="#">AARP Livable Communities Initiative</a>	

*\*Possible topics for a joint training or to at least invite other boards to if done at a PC meeting*

#### 4. Zoning Board of Appeals

The Zoning Board of Appeals (ZBA) in Oscoda is responsible for granting variances where applicable, after review of applications, general requirements of ordinances, which may create a hardship and interpret code as required.

Annual Goal	6 Hours
Delivery Methods	Annual ZBA Meeting (1 hour); Personal preference (1 hour)
Annual Meeting	
During an annual meeting, the ZBA should complete the following:	
<ol style="list-style-type: none"><li>1. Review any changes made to the zoning ordinance in the past year</li><li>2. Review any variances granted in the past year</li><li>3. Review any prominent court cases around planning and zoning from past year (Check out <a href="#">MSU Extension</a> for a summary)</li><li>4. Review the overall purpose and meeting norms of the ZBA</li><li>5. Review on-demand training resources available for ZBA members</li></ol>	
Ongoing Training	
<ul style="list-style-type: none"><li>• <a href="#">MSU Extension Planning &amp; Zoning Court Cases</a></li><li>• <a href="#">MSU Citizen Planner Training</a></li><li>• MAP ZBA Training (commonly an off-site workshop)</li><li>• Any other planning or zoning topic that would keep the issue fresh in a member's mind</li></ul>	



**4150 Arrow Street  
Oscoda, MI 48750  
Envirolabusa.com  
248/882-1245**

October 5, 2021

Charter Township of Oscoda

Please accept our offer to purchase and remove all laboratory furniture, cabinets and equipment located at the old Wurtsmith Airforce base medical center. It is our understanding that this equipment has been abandoned since the early 1990's and is estimated to be 40 years old.

Enviro Lab Services is located in Oscoda on the Wurtsmith Airforce Base. Our laboratory focuses on environmental chemical analysis. Our full-service analytical lab specializes in Pfas contamination. We are a State Certified Environmental Laboratory Certified by Michigan Department of Environment, Great Lakes & Energy (EGLE) in Method 537.1.

We are in the process of obtaining accreditations with the Department of Defense (DoD), Department of Energy (DoE), the National Environmental Laboratory Accreditation Program (NELAP), and ISO 17025, which is the main international standard for general requirements for the competence of testing laboratories.

As a start-up business, we did not qualify for any government assistance for those businesses impacted by Covid19.

By affording us the opportunity to purchase the laboratory furnishings, it will allow us to amend our budget and resources from outfitting our lab, to growth, which will result in bringing jobs to Oscoda.

Please accept our proposal of \$2,000. Upon acceptance, we will remove and relocate all of the items. Enviro Lab will endure the cost of doing so which will be very costly and labor intensive. There will also be expenditures involved to bring the equipment back up to operating capabilities. We will, of course, leave the building in pristine condition upon our final departure.

Please contact Susan Carroll our Operations Manager, if you have any questions. 248/882-1245;  
[Susan@envirolabusa.com](mailto:Susan@envirolabusa.com).

We look forward to hearing from the board with an acceptance of our proposal.

Most Sincerely,

Dean Wiltse, President  
Gregory Rosenhauer, Vice President  
Thomas York, Treasurer  
Susan Carroll, Secretary



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

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November 9, 2021

Ben Wiese - District Ranger  
US Forest Service  
Huron Shores Ranger Station  
5761 N. Skeel Ave.  
Oscoda, MI 48750

RE: Iosco Exploration Trail Project Draft Environmental Assessment 30-day Comment Period

As a partner on the Iosco Exploration Trail and fellow proprietor of land on which the trail traverses, we want to express our gratitude to the Forest Service and their personnel for the ongoing support for this endeavor. Once completed, this trail will provide unprecedented access in our communities for anyone to experience our natural environment in the peace and nature for which it was intended.

The allure of this unfettered access will bring outdoor enthusiasts of all ages to our communities. The exposure and economic benefit will be experienced by all, as well as the continued growth in real estate demand that we have experienced due to recent changes in demographic wants due to pandemic constraints.

Our Township Board supports this project, in its entirety, and will continue to do so as we work to complete the trail across our county.

Cordially,

Tammy Kline  
Oscoda Township Superintendent

Cc: Supervisor Richards and Board of Trustees

# ACC TALKS

## 2021 & Beyond

*(Alpena Community College's version of TED Talks for Northern Michigan)*

**TOPIC:** MANUFACTURING...an Endless Opportunity!

**GUEST SPEAKER:** Roger Wood has been a high-level corporate leader for 30+ years! His business experiences have reached not only across the U.S.... but across the globe! Likewise, his responsibilities have included everything from profit & loss management, modernization of facilities, technology advancement and even national/international government and politics.

Alpena Community College is pleased and privileged to have Mr. Wood stop by and share his thoughts on the endless business and employment opportunities linked to the MANUFACTURING sector. As always ACC TALKS hopes you will bring your questions and join Roger Wood in an informative industrial discussion.

**DATE:** Wednesday, December 1, 2021

**TIME:** Doors open at 5:30pm, presentation from 6:00pm - 7:30pm.

**RSVP:** Email [whatnext@alpenacc.edu](mailto:whatnext@alpenacc.edu)

**LOCATION:** Oscoda Campus | Alpena Community College  
5800 Skeel Avenue, Room 213  
Oscoda, MI 48750  
989.358.7295



 **BorgWarner**



**ALPENA**  
COMMUNITY COLLEGE  
OSCODA CAMPUS



## What Next?

Alpena Community College – Oscoda Campus  
Monthly Pure Communication Edition

### What Next Special Dates & Activities

**Current Student ADVISING DAY (No Classes) — Tuesday, November 2**

Contact your advisor for an appointment if you need help in choosing your classes for next semester. Registration for spring semester classes is now open to current students.

**New Student ORIENTATIONS (Register online at [www.alpenacc.edu](http://www.alpenacc.edu))**

Tuesday, November 2nd @ 1 pm & Monday, November 22nd @ 5 pm

**Individual Course Withdrawal Deadline is Friday, November 5th**

**Fall Break (No Classes) — Monday, November 15th**

**Thanksgiving Vacation, No Classes, Oscoda Campus Closed — November 25-26**

### EDUCATION SHADOWING WEEK

ACC Oscoda Campus hosted our first ever Education Shadowing Week and invited specially selected regional high school students to visit one or more college class sessions to EDUCATION SHADOW the class.

EDUCATION SHADOWING enabled participating students the opportunity to experience a real, regular college class in session.

Students: “Thank you very much for organizing this opportunity. I will be signing up for classes.”

Instructors: “This was/is an excellent new service for helping students make an important decision on college.”



## A woman with blonde hair in a ponytail, wearing a red and black plaid shirt, black pants, and black boots. She is holding a large axe over her shoulder and has her hand on her hip.

Submitted to

*Oscoda Charter Township*



Operating Report for  
July – September 2021





November 1, 2021

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

**SUBJECT: Oscoda Township O&M Report for Third Quarter of 2021**

Dear Ms. Kline:

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

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

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

Douglas B. Moen  
Project Manager

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

Catherine A. Winn  
Regional Manager | Associate

Enclosures:

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

## **EXECUTIVE SUMMARY**

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

Maintenance Allowance expenditures for the contract year May 2021 – April 2022 total \$10,276.60 through October 2021. A copy of the Maintenance Allowance report is included in Attachment B.

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

## **July 2021**

July 1 – FVOP was on site at 6580 Ahrens Street to turn the water on at the curb stop for the owner. Operator verified water was on and there were no issues with the owner before leaving the site.

July 9 – FVOP was on site at 7391 Cedar Lake Drive to make repairs to the curb box. Repairs were made and the curb box was lowered. The operator spoke with the owner about the repairs before leaving the site.

July 10 - FVOP responded to a call from Dispatch regarding a possible water leak located at 7420 North US-23. Upon arrival the operator found water to be flooding the yard due to a leaking service line on the owner's side of the curb stop. Water was turned off at the curb stop and verified off by the owner before leaving the site.

July 12 – FVOP responded to a possible sewer issue at 8109 4<sup>th</sup> Street B. FVOP inspected the sewer manholes and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

July 12-13 – FVOP turned off water service to 24 residences for non-payment of water bills.

July 16 – FVOP was on site at 6790 Lakewood Drive to perform a final read on the water use for the residence.

July 30 - FVOP was on site at 6095 Loud Drive to install a meter and AMR (Automated Meter Reader) for a new water service. Water was turned on after installation was complete.

FVOP painted various fire hydrants throughout the Township during the month of July.

## **August 2021**

August 3 – FVOP was on site at 5666 F-41 after the owner reported someone ran over the post and AMR (Automated Meter Reader). The operator rewired and moved the AMR to the power pole. The operator verified the AMR was reading properly before leaving the site.

August 5 – FVOP was on site to replace a malfunctioning water meter at Test Cell 42 Building on Arrow Street. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

August 9 – FVOP turned off water service to 15 residences for non-payment of water bills.

August 12 - FVOP responded to a call regarding a possible water leak located at 4365 F-41. Upon arrival the operator found water to be flooding the garage due to a leaking service line on the owner's side of the curb stop. Water was turned off at the curb stop and verified off by the owner before leaving the site.

August 24 – FVOP responded to a possible sewer issue at 212 West Michigan Avenue. FVOP inspected the sewer manholes and found the sewer to be flowing normally. The property owner was advised to contact a plumber.

August 26 – FVOP was on site at 9312 Maryland Street B to perform a final read on the water use for the residence.

FVOP painted various fire hydrants throughout the Township during the month of August.

FVOP provided assistance as needed to UMS and Hydro Corp during the month of August with phase II of the water meter replacements being done throughout the Township.

### **September 2021**

September 1 – FVOP was on site at 6849 North US 23 to install a meter and AMR (Automated Meter Reader) for a new water service. Water was turned on after installation was complete.

September 1 - FVOP responded to a call regarding a possible water leak located at 220 East Bank Street. Upon arrival the operator found water spraying outside due to a leaking service line on the owner's side of the curb stop. Water was turned off at the curb stop and verified off by the owner before leaving the site.

September 9 – FVOP turned off water service to 27 residences for non-payment of water bills.

September 10 – FVOP was on site at 7485 Cedar Lake Drive to make repairs to the curb box. Repairs were made and the curb box was lowered. The operator spoke with owner about the repairs before leaving the site.

September 14 - – FVOP was on site at 6318 Seminole Street after the owner reported hitting the wire on the AMR (Automated Meter Reader) while weed whipping. The operator replaced the wire from the water meter to the AMR and was able to obtain a valid read before leaving the site.

September 17 - FVOP was on site to replace a water meter at 5120 Hamilton Street. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

September 27 – FVOP was on site at 6088 F-41 to install a meter pit, meter, and AMR (Automated Meter Reader) for an existing water service at the site. Water was turned on after installation was complete.

FVOP provided assistance as needed to UMS and Hydro Corp during the month of September with phase II of the water meter replacements being done throughout the Township.

Attachment A

# **Work Order Summary**

2021 Work Orders & Service Calls	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C	T O T A L
Property Owner Consults	2	4	3	5	5	4	5	4	2				34
Prop Check/ Verify Service	18	9	4	2	6	13	4	3	4				63
Turn On	5	3	29	72	111	43	38	23	32				356
Turn Off	18	5	4	3	2	3	2	8	9				54
Final Read	14	10	19	17	16	36	24	33	21				190
Re-Read/Remote Read Issue	29	18	27	8	12	4	23	25	14				160
Touch Pad Repair/Install	6	1	5	3	8	9	1	6	1				40
Curb Box/Curb Stop Repair	1	0	1	0	10	3	1	0	5				21
Backflow/Fire Suppression	5	0	0	0	0	0	1	0	0				6
Lagoon Samples	15	15	15	15	15	15	15	15	15				135
Bacti Samples	10	10	10	10	10	10	10	10	10				90
Monitoring Wells	0	5	0	0	5	0	0	5	0				15
Replace Meter/Repair Service	6	6	3	9	20	14	5	4	5				72
New Service/Meter Pit Install	2	0	0	1	4	7	4	0	3				21
Line/Main Break	2	2	0	0	0	0	0	0	0				4
Frozen Water Service	0	0	0	0	0	0	0	0	0				0
Hydrant Maintnance	0	2	0	0	0	0	20	2	1				25
Vehicle Maintenance	2	7	4	2	5	5	4	3	4				36
Miscellaneous	4	1	3	9	4	6	3	5	4				39
Non pay Turn Off	0	0	0	0	52	14	24	15	27				132
Sewer Backup	0	1	0	0	0	0	0	0	0				1
Lift Station Maintenance	8	8	9	9	8	8	9	10	8				77
Site Restoration	0	0	0	1	7	0	0	11	0				19
Land Use Permits	2	0	6	16	8	11	16	10	9				78
Sewer Issue	2	1	3	2	2	2	5	3	0				20
Service Door Tag	1	4	0	5	6	3	5	2	1				27
Distribute 2019 CCR Report	0	0	0	0	11	0	0	0	0				11
TOTAL WORK ORDERS	152	112	145	189	327	210	219	197	175	0	0	0	1726
MISS DIG TOTALS	28	22	52	102	107	94	109	103	128				745
OVERALL TOTAL	180	134	197	291	434	304	328	300	303	0	0	0	2471
Meter Reads	3456	3456	3453	3457	3462	3468	3472	3416	3076				30716



Attachment B

# Maintenance Allowance Updates

# Oscoda Township - Water & Wastewater O&M

## MAINTENANCE ALLOWANCE SPENDING 2021-2022

Contract year 2021-2022	\$	20,000.00
Remaining Fund From 2020-2021	\$	2,774.91
Beginning Total	\$	22,774.91
Total Spent 2021-2022	\$	10,276.60
Remaining Fund	\$	12,498.31

		Expense	Contract Year Running Total
<b>May-21</b>			
5/20 Ferguson Enterprises	Curb stops and couplers	1,089.42	
5/21 Ferguson Enterprises	Curb boxes, 1-inch copper service line	1,017.27	
5/21 Ferguson Enterprises	Curb stop tops	73.74	
Total May		<u>\$ 2,180.43</u>	
			\$ 2,180.43
<b>June-21</b>			
6/9 Alpena Electric Motor	Lift Station #14 rebuild pump motor	1,711.00	
6/11 Ferguson Enterprises	Water service parts	1,265.22	
6/11 Ferguson Enterprises	Repair sleeves	329.65	
6/24 AuSable Hardware	Ratchet straps for transporting equipment	41.32	
Total June		<u>\$ 3,347.19</u>	
			\$ 5,527.62
<b>July-21</b>			
7/19 AuSable Hardware	Treated lumber for meter pit touchpad posts	21.19	
7/19 AuSable Hardware	Knockout Seal; Wire; Repair Tape; Wing Nut; Connector	47.42	
7/21 Automation Direct	Submersible level transmitter PS #4	369.94	
Total July		<u>\$ 438.55</u>	
			\$ 5,966.17
<b>August-21</b>			
8/12 Amazon.com	Magnets for R-900 water meter AMR actuation	18.65	
8/27 Pollard Water (Ferguson)	New Electric Panel for L/S 16	1,792.74	
Total August		<u>\$ 1,811.39</u>	
			\$ 7,777.56
<b>September-21</b>			
9/1 AuSable Hardware	Hydrant paint, touchpad posts, hardware L/S #16 panel install	98.55	
9/17 Pollard Water (Ferguson)	Repair sleeves for curb boxes	531.40	
9/27 Pollard Water (Ferguson)	Water meter locks w/ lead crimps	82.73	
9/28 USA Bluebook	Hydrant diffuser, chain hoist, gate valve key	440.46	
9/29 Amazon.com	Pipe and tube cutters	70.98	
Total September		<u>\$ 1,224.12</u>	
			\$ 9,001.68
<b>October-21</b>			
10/1 Ferguson Enterprises	Curb box top sections for repairs	383.29	
10/4 Ferguson Enterprises	(4) water main saddles Bachman/Washington new main install	548.52	
10/6 AuSable Hardware	Treated lumber, hydrant paint (4), retrieving magnet	230.19	
10/7 Print-N-Go	File cards for water service lead record drawings	112.92	
Total October		<u>\$ 1,274.92</u>	
			\$ 10,276.60

Attachment C

# **Monitoring & Reporting**





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