



~ Working For a Brighter Future ~

Village of Roscommon

702 Lake Street • P.O. Box 236 • Roscommon, Michigan 48653

Telephone (989) 275-5743 • Fax (989) 275-5998

www.roscommonvillage.com

Regular Meeting Agenda September 9, 2019 – 7:00 P.M.

1. Call to order, Roll Call of Council, Pledge of Allegiance and Invocation

2. Approval of Consent Agenda:

Miller

- Approval of minutes of the August 12, 2019 Regular Council Meeting
- Approval of minutes of the August 19, 2019 DDA Board Meeting
- Approval of minutes of the August 28, 2019 Planning Commission Meeting
- Approval of DPW Director's Report
- Approve the Bills to be paid
- Accept the Sheriff's Report for August 2019
- Accept the Building & Zoning Report for August 2019

3. Approval of Regular Agenda

Miller

4. Manager's Report

Alden

5. Public Acknowledgement on Agenda Items (Two minutes per speaker)

6. Unfinished Business

- Downtown Development Authority Attendance Policy Alden
- Multi-Use Path. Tisdale to Lighthouse Alden
- Roscommon County Brownfield Resolution Alden
- Council Shirts Alden

7. New Business

- RMRA Jock
- Proposal for Brownfield Site Assessment Activities Alden
- New Leaf Pickup Schedule/Map Alden

8. Discussion Items

9. Public Acknowledgement (Two minutes per speaker)

10. Council Comments

11. Items for the Next Agenda

12. Adjournment

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ROSCOMMON, MICHIGAN • INC. 1885

ROSCOMMON DOWNTOWN DEVELOPMENT AUTHORITY

BOARD MINUTES

August 19, 2019

Members Present: Tom O'Brien, Ron Alden, Roy Spangler, Doug Hodges, Andrea Weiss, Cecilia Scow, Sue Jock, Mike Walker, Jessie Sharpe, Paige Haines

Excused: Jim Anderson, Tammy Schwalm, Phil Weiler

Absent:

Others Present: Diane Love-Suvada, Marci Dankert, Dan Scow

Motion by Doug Hodges with support from Ron Alden to accept the Secretary's report. All in favor, motion carried. Motion by Ron Alden with support from Cecilia to approve the Treasurer's report, all in favor motion carried. See attached.

CORRESPONDENCE & PUBLIC COMMENT: Thank you to Jim Anderson for the article written regarding the DDA and Transportation Authority ballot language.
Michigan Downtown Association Dues paid \$100

COMMITTEE REPORTS

Managers Report-

- Brownfield grant approved, they will hold funds up to two year pending purchase agreement, information shared with Mike Kent's daughter and the real estate agency
- Master Plan is complete and approved
- Insurance request from Model Train Club was denied by the Village. After discussion with the village attorney it was not supported, further discussion with the Auditor stated no, it can not be done.
- Meeting planned with the Lighthouse for further work on easement for hilltop to town walkway. Current plans are complete currently awaiting local contractor bids to proceed.
- Branding and Marketing met last week finalized some branding and will further work on marketing. The Village is looking for pictures to post on the web site.
- RRC training here last week, Village take over the compost sight in January 2020, OBrien mentioned the following: MDOT has left residual cement waste by sign removal, on the corner of Shelly and Fifth (Franz's) there is a hanging electrical receptacle that should be removed and the old Roscommon florist reader board sign should be removed.

Farm Market - Going well. Kids day last week, good turnout, they had crafts, face painting, etc. Marcy reported WIC and Project Fresh first round of coupons submitted. Roscommon, Dankert's and the market in HL are the only participants in this program in the county. Last market day is October 12. A new market is available at the Gerrish Township marina on Thursdays.

Facade Grant - Higgins Township and Historical Society incomplete and pending, Fred's has had lights installed awaiting final invoice. It was noticed that Pioneer Pharmacy had a new sign.

Sidewalks and Streetscapes - Nothing to report.

Sawmill - Discussion from Ron earlier in the meeting in regards to the Sawmill, its roll with economic development and new business. Discussion and decision to its future, funding and roll in our community needs to take place within the next month to allow budgetary planning and hiring for the upcoming year.

OLD BUSINESS

Lighthouse walkway/bridge - See managers report

Iron Bell Trail – Noting to report.

Consumers Energy – Tom has worked extensively through this process and we qualify for a \$5000 grant, limited companies can participate in the grant and they charge \$6,790-\$10,400. This does not include installation which is \$18,300 from the Oscar W. Larson Co, in Gaylord. At this time we are looking at a non network system (rebate not available) from Leviton for @2,100 and we are waiting for a quote from Action Electric in Prudenville to install the system.

AuSable Drug Store – See above

Parking lot signage has been put up.

Bylaw re: Teleconferencing: Request from the council different verbiage, Alden will check with MML.

NEW BUSINESS

Benches: Ron and Andrea did a walking assessment; further discussion on types will be brought to next meeting

Snow Removal Bid: Ron stated that Higgins Lake Landscaping is willing to sell their sidewalk snow removal equipment; they are willing to let the Village out of their 5 year contract. They would like to sell their equipment to the Village for \$15,000 with future request of funding from DDA for snow removal to be budgeted at \$14,000. DPW feels like they can perform the service. It was requested that further information be gathered in regards to budgeting, staffing and equipment expenditures.

Future Projects:

Liaison Reports:

Chamber: Annual meeting will be in October, date pending. The Chamber plans on small business awards during that event.

Meeting Adjourned at 9:45 Motion by Ron Alden with support by Mike Walker to adjourn.

Roscommon Downtown Development Authority –July 2019

(Thru 8/16/19) Treasurer's report

| | |
|------------------|--------------|
| Cash on Hand | \$326,992.83 |
| Deposits | \$4,166.92 |
| Interest 7/31/19 | \$27.79 |
| | \$331,187.54 |

Bills Approved Prior Month

| | |
|--|----------|
| Ck #1085 Marcie Dankert –Farm Market | \$400.00 |
| Ck #1086 Two Rare Design-MI Warm Hugs Façade Grant | \$285.00 |
| Ck #1087 Houghton Lake Resorter-HLRCC Art Festival | \$640.00 |
| Ck #1088 Ogemaw County Herald-HLRCC Art Festival | \$300.00 |
| Bills for Approval | |
| Ck #1089 Marcie Dankert-Farm Market | \$509.09 |
| Ck #1090 MDA Annual Membership | \$100.00 |
| Ck #1091 Growing UP-Roscommon Floral-flower food | \$60.00 |

Ending Balance \$328,893.45

Village of Roscommon Planning Commission Meeting

August 14, 2019 Minutes

Call to Order: 2:00 P.M.

Present: Bill Curnilia, Heather Roemer, France Dawson, Kevin Wagner (2:10 Arrived)

Absent: Bob Quails, Tim Legg

Others: Ron Alden

Pledge

Public Comment: None

Approval of Minutes from 7/17/2019

Motion: Fran Dawson Second: Heather Roemer - Yeas (4) Nay (0) Motion carried

Old Business: Rezoning for mix use property, send corrections to Village Manager to finalize

New Business: Brownfield Grant – Awarded to Village for 801 Lake Street property

Tisdale to Lighthouse Path – Signage to be completed, Acquiring 30 foot easement

Hiawatha Update – Reviewed design

No Other Business:

Public Comment: None

Adjournment: Motion Kevin Wagner, Second Fran Dawson Yea's 4 Nays 0

Adjourned 2:45 P.M.

DPW Report for September 2019 Council Meeting

Here are some of the key points I would like to take time to acknowledge.

- Reminder: We will be flushing hydrants the entire month of September. This will be done during the day time.
- We had reps from East Jordan Iron Works (manufacture of most of the hydrants within the Village) spend two full days with us showing us why we have so many issues with our hydrants. During this time we rebuilt several hydrants. I will give an update about our finds at the meeting.
- Spent a lot of the month of August cutting and removing the grass from the sewer wetlands. Doing this it will help greatly with getting our levels where they need to be.
- So that we could do the grass cutting on the wetlands we discontinued discharge for the month. We will be starting back up this month.
- We have been going around town mowing road sides to prepare for the upcoming Fireman's Memorial. Along with the grass cutting we will be changing the banners.
- Morgan has returned to school, however before she did she was able to get nearly every curb stop entered into GPS for us. We now have this locating ability available on our cell device. This is a huge step in a positive direction for the Village.
- Ryan will be getting started on the leaf pick up the 1st of October. He has proven to be a huge asset to us in so many ways. Very grateful to have him aboard.

As always feel free to contact me with question or concerns.

Thank You Kindly, *Lance Cherven*

DPW Director

| | | | | |
|---------------------|---|--------|--|--|
| Village Patrol | | Aug-19 | | |
| | | | | |
| Mileage | = | 169 | | |
| Hours | = | 50 | | |
| Stops | = | 8 | | |
| VW | = | 6 | | |
| Citations | = | 4 | | |
| | | | | |
| Criminal | = | 13 | | |
| Non Criminal | = | 6 | | |
| Report Writing | | 24 | | |
| Accidents | = | 0 | | |
| | | | | |
| Arrests | = | 5 | | |
| Arrest Charges= | | 12 | | |
| Contacts | = | 85 | | |
| | | | | |
| Prop. Check | = | 18 | | |
| | | | | |
| Liquor Inspections= | | 8 | | |
| | | | | |
| | | | | |

**Activity Report to Village of Roscommon
Village Patrol Paid Hours**

Details

Arrests

OWI #rd

DWLR 2nd

Warrant Arrest x3

D= Dispatched

P= Patrol Initiated

Complaints

P- Assault in the Jail

D- Domestic Assault

D- larceny from a Building

D- Assault at Roscommon Motel

D- Retail Fraud

P- OWI 3rd/DWLR 2nd

D- Runaway Complaint

D- Threats Complaint/ Pinecrest

D- Civil Stand By/ Pinecrest

D- Suspicious Situation/ Lighthouse

D- Gen Assult/ Pinecrest

D- Trespass/ Lake St

P- Warrant Arrest x2/ ROSH

P- Warrant Arrest/ Seventh St

Aug-19 Additional Village Activity

| | |
|-------|----|
| Hours | 21 |
|-------|----|

| | |
|---------------------|---|
| Criminal Complaints | 2 |
|---------------------|---|

| | |
|------------------------|----|
| Non Criminal Complaint | 16 |
|------------------------|----|

| | |
|---------------|---|
| Traffic Stops | 4 |
|---------------|---|

| | |
|-----------------|---|
| Verbal Warnings | 4 |
|-----------------|---|

| | |
|-----------|---|
| Citations | 0 |
|-----------|---|

| | |
|-------------|---|
| OWI Arrests | 0 |
|-------------|---|

| | |
|---------------|---|
| Other Arrests | 0 |
|---------------|---|

| | |
|-----------|---|
| Accidents | 2 |
|-----------|---|

| | |
|------------|---|
| Assist EMS | 1 |
|------------|---|

Type of Complaints Handled

| | |
|------------------------------------|--------------------------------------|
| D- Sus Vehicle/ N 5th/ McD's | D- Trespassing Complaint/ Forwards |
| D- Noise Complaint/ Hilltop Apts | D- Gen Assist/ Pinecrest |
| D- Assault/ Hilltop Apts | D- Suspicious Person/ Farm Bureau In |
| D- Argument/ Pinecrest | D- Civil Standby 6th St |
| D- Argument/ Fourth St | D- Alarm/ Rite Aid |
| D- Kids in Roadway/ Family Fare | D- Civil Issue/ Pinecrest |
| D- Dumping Complaint/ Hilltop Apts | D- Sus situation/ Lake St |
| D- Burning Complaint | D- Sus Situation/ Ballenger |
| D- Car/Deer- Lake/LEAR | |
| D- Suspicious Vehicle/ S 6th/7th | |
| D- Warrant Pickup/ State St | |
| D- Assist Genesse Co | |
| D- ATL/ N Main St | |



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August 28, 2019

BUILDING AND ZONING REPORT FOR THE MONTH OF August 2019.

8/7/2019: Extend permit for 403 Lake St. Review plan for Hiawatha project.

8/14/2019: Review plans for new building located in the Industrial park.

8/21/2019: Review building permit application. [Not located within the village limits] Review a fence permit request.

8/28/2019: Review driveway permit. [Referred to Lance for approval] Footing inspection 248 State St.

Respectfully Submitted,



James R. Letts

Building Official and Zoning Administrator

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By-Laws Village of Roscommon Ordinance No. 62

Roscommon Downtown Development Authority 9-16-2019

Four (4) DDA board members may participate in any Downtown Development Authority board meeting or one (1) DDA member participating in committee meeting by teleconferencing or video conferencing when the member is unable to attend in person.

Telephonic appearances may only occur as follows:

- The presiding officer may approve a DDA member's appearance at a DDA meeting via telephonic.
- All DDA meetings must be posted in compliance with the Open Meetings Act, and all absent members must be afforded an equal opportunity to participate in the meeting if they are so able and desire.
- A DDA member requesting to participate shall provide 12 hour notice to the Village Manager and Village Clerk of their desire to participate via telephonic means.
- The DDA member requesting to participate cannot attend the meeting under reasonable circumstances, such as but not limited to; travel, illness, business, or family emergency.
- Video conferencing is required for remote participation. To the extent practicable, the remotely participating DDA member shall be able to hear all discussion and activity at the meeting and shall be able to be heard by those DDA members, staff, and others in attendance at the meeting.
- The minutes of the meeting shall reflect the fact of remote participation of each DDA member so participating.
- All votes shall be by roll call.
- DDA meetings are open to all members of the public under the Michigan Open Meetings Act.

Physical attendance is preferred. This policy shall not be construed to mean that participation by remote, electronic means shall be regularly allowed; but rather, such participation shall be limited only to those DDA members whose circumstances do not reasonably permit in-person attendance.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that **Roscommon Property Holdings, LLC**, a Michigan limited liability company, Grantor, whose address is 3450 Oakton Street, Skokie, Illinois 60076, for the consideration of One and 00/100 (\$1.00) Dollar, grants and conveys to the **Village of Roscommon**, a general law village, Grantee, whose address is 702 Lake Street, P.O. Box 236, Roscommon, Michigan 48653, and the successors and assigns of Grantee, an easement for the following purposes:

To develop, construct, maintain, and repair a nonmotorized trail that is open to the general public, including the right to construct, maintain, and repair structures and signs associated with the trail.

The easement is described as follows:

Located in the Village of Roscommon, Higgins Township, Roscommon County, Michigan, to-wit:

The Northwest 30 feet of the following described property that runs parallel to the M-18 right-of-way: Commencing at the North 1/4 corner of Section 5, Town 24 North, Range 2 West; thence South 01°05'25" West along 1/4 line 2155.02 feet; thence South 89°20'49" West along the 1/8 line 798.53 feet; thence South 00°39'11" East 297.27 feet for a place of beginning; thence continuing South 00°39'11" East 947.62 feet to the North right-of-way line of Tisdale Road; thence South 89°24'00" West along said right-of-way line 1261.02 feet; thence North 39°43'22" East along the centerline of Highway M-18, 1242.40 feet; thence North 89°20'49" East 456.20 feet to the place of beginning, being a part of the Northwest 1/4 of Section 5, Town 24 North, Range 2 West.

Grantor warrants and defends that Grantor has the legal right to convey this easement over the land of Grantor which is described as follows:

Premises located in the Village of Roscommon, Higgins Township, Roscommon County, Michigan, to-wit:

Commencing at the North 1/4 corner of Section 5, Town 24 North, Range 2 West; thence South 01°05'25" West along 1/4 line 2155.02 feet; thence South 89°20'49" West along the 1/8 line 798.53 feet; thence South 00°39'11" East 297.27 feet for a place of beginning; thence continuing South 00°39'11" East 947.62 feet to the North right-of-way line of Tisdale Road; thence South 89°24'00" West along said right-of-way line 1261.02 feet; thence North 39°43'22" East along the centerline of Highway M-18, 1242.40 feet; thence North 89°20'49" East 456.20 feet to the place of beginning, being a part of the Northwest 1/4 of Section 5, Town 24 North, Range 2 West.

This easement is granted in perpetuity; provided, however, if the easement ceases to be used as a nonmotorized trail open to the public as specified above, the easement shall revert to Grantor.

Dated this _____ day of _____, 2019

SIGNED:

ROSCOMMON PROPERTY HOLDINGS, LLC,
a Michigan limited liability company, Grantor

By: _____
Dawn Flores

Its: Manager

STATE OF MICHIGAN
COUNTY OF ROSCOMMON

Acknowledged before me in Roscommon County, Michigan, on the _____ day of _____, 2019,
by Dawn Flores, manager, of Roscommon Property Holdings, LLC, a Michigan limited liability company, for the
company.

Notary Public:
Roscommon County, Michigan
My Commission Expires:

Drafted by: Bryan E. Graham, Attorney at Law, P.O. Box 398, Bellaire, Michigan 49615; (231) 533-8635

Note: No opinion given as to title; legal description provided by Grantee.

**RESOLUTION OF CONCURRENCE BY MUNICIPALITY TO JOIN COUNTY THE
BROWNFIELD REDEVELOPMENT AUTHORITY OF ROSCOMMON COUNTY**

WHEREAS, the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), authorizes the County of Roscommon (the "County") to establish a Brownfield Redevelopment Authority; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the County to establish and provide for the operation of a Brownfield Redevelopment Authority ("Authority") pursuant to the Act; and

WHEREAS, subject to changes that may hereafter be made pursuant to the Act, the Authority may exercise its power over property located within the boundaries of the County, provided that the Authority does not exercise its power over property located within a city, village or township located in the County unless such city, village or township has adopted a resolution concurring with the inclusion of such property; and,

WHEREAS, the Local Unit has determined that it is in the best interest of the Local Unit to join the Authority, so it permits property located within its municipal boundaries to be included in the Brownfield Redevelopment Authority of the County of Roscommon;

NOW, THEREFORE, BE IT RESOLVED:

1. The Local Unit hereby agrees to opt into the Authority so that all property located within its municipal boundaries shall be included under the Brownfield Redevelopment Authority of the County of Roscommon.
2. Frances Dawson, the Village Clerk, shall promptly file a certified copy of this Resolution with the Roscommon County Clerk.
3. All resolution and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

UPON A VOTE FOR THE ADOPTION OF SAID RESOLUTION, THE VOTE WAS:

AYES:

NAYES:

RESOLUTION DECLARED ADOPTED.

**RESOLUTION OF INTENT TO CREATE AND PROVIDE FOR A BROWNFIELD REDEVELOPMENT
AUTHORITY FOR THE COUNTY OF ROSCOMMON**

WHEREAS, the Roscommon County Board of Commissioners has received and reviewed testimony that there are or may be certain environmentally distressed, functionally obsolete and/or blighted areas in the County of Roscommon and that the continued existence of such areas can limit, hinder or delay redevelopment or revitalization of properties within the County, and, accordingly, that it is in the best interest of the public to facilitate identification and treatment of environmentally distressed, functionally obsolete and/or blighted areas and promote revitalization within the municipal limits of Roscommon County; and

WHEREAS, in order to further such interests, it is appropriate for the Roscommon County Board of Commissioners to create and provide for the operation of a Brownfield Redevelopment Authority within the County of Roscommon pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"); and

WHEREAS, pursuant to the Act, this Board of Commissioners is required (a) to hold a public hearing on the adoption of a proposed resolution creating a Brownfield Redevelopment Authority under the Act (the "Authority") and (b) to publish notice of the public hearing in a newspaper of general circulation in the County of Roscommon, all in accordance with Section 4(2) of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Roscommon County Board of Commissioners hereby determines that is in the best interest of the public to promote the redevelopment of environmentally distressed, functionally obsolete and/or blighted areas of the County.
2. The Roscommon County Board of Commissioners hereby declares its intention to create and provide for the operation of the Authority within the County of Roscommon pursuant to and in accordance with the provisions of the Act.
3. A public hearing shall be held before the Roscommon County Board of Commissioners on August 28, 2019 at 10:00 in the Commissioners' Meeting Room at 500 Lake Street, Roscommon, Michigan on the adoption of a resolution creating the Authority within the County of Roscommon, within the municipal limits of which the Authority shall exercise its powers.
4. The Roscommon County Administrator/Controller shall give notice of the public hearing by causing notice to be published, in the form attached hereto as Exhibit in Houghton Lake Resorter a weekly newspaper of general circulation, on the day of August 7, 2019, and by posting notice of the public hearing, in the form attached hereto as Exhibit 2, pursuant to the practice of the Board of Commissioners.





August 22, 2019 DRAFT

**INTERGOVERNMENTAL AGREEMENT CREATING THE
ROSCOMMON AREA RECREATION AUTHORITY**

THIS INTERLOCAL AGREEMENT to create the Roscommon Area Recreation Authority, formerly known as the Roscommon Metropolitan Recreational Authority, is entered into between the Village of Roscommon, a general law village, whose address is 702 Lake St., P.O. Box 236, Roscommon, MI 48653 (the Village) and Higgins Township, a Michigan general law township, whose address is 700 South 5th St., P.O. Box 576, Roscommon, MI 48653 (the Township). Together the parties shall be referred to as the Participating Municipalities.

RECITALS

- A. On June 10, 1969 the Village and the Township incorporated the Roscommon Metropolitan Recreational Authority under the Michigan Nonprofit Corporations Act, Act 327 of the Public Acts of 1931.
- B. The incorporated Roscommon Metropolitan Recreational Authority has historically owned and operated public parks and other recreational facilities in the Roscommon area to serve the residents and visitors of the Village and the Township.
- C. Since the incorporation of the Roscommon Metropolitan Recreational Authority, the Legislature enacted Act 321 of the Public Acts of 2000, the Recreational Authorities Act (the Act).
- D. The Act authorizes two or more municipalities to establish a recreational authority for the purpose of the acquisition, construction, operation, maintenance, or improvement of a public park and a public recreation center.
- E. The Village and the Township, therefore, desire to enter into this Agreement, incorporating a new recreational authority under the Act, which Act was not in existence at the time the Roscommon Metropolitan Recreational Authority was incorporated in 1969.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Village and the Township hereby agree to incorporate the following recreational authority, under the terms and conditions provided herein, pursuant to the provisions of the Act:

ARTICLES OF INCORPORATION

I. NAME

The name of the recreational authority shall be the Roscommon Area Recreation Authority (the Authority), formerly known as the Roscommon Metropolitan Recreational Authority.

II. TERRITORY OF THE AUTHORITY

The territory of the Authority shall be the entire political boundaries of the Village of Roscommon and Higgins Township, Roscommon County, Michigan.

III. PURPOSE

The purposes of the Authority shall be the acquisition, construction, operation, maintenance, or improvement of public parks and public recreation centers.

IV. LEGAL ENTITY

As provided in Section 5 of the Act, the Authority shall be an authority under Section 6 of Article IX of the Michigan Constitution of 1963 and shall be a separate, non-profit body corporate, with power to sue or be sued in any court of this state. The Authority shall possess all the powers necessary to carry out the purposes of its incorporation, and those incident to those purposes. The enumeration of any powers in these Articles of Incorporation shall not be construed as a limitation upon the Authority's general powers.

V. POWERS

Except as provided herein, the Authority shall have the following powers, which shall be liberally construed in its favor:

- A. All powers provided in the Act, now or in the future.
- B. To acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the territory of the Authority. The property may include franchises, easements, or rights of way on, under, or above any property. The Authority may pay for the property from, or pledge for the payment of the property, revenue of the Authority.
- C. To apply for and accept grants or contributions from individuals, the federal government or any of its agencies, the State of Michigan, a municipality, or other public or private agencies to be used for any of the purposes of the Authority.
- D. To hire full-time or part-time employees and retain professional services.
- E. To provide for the maintenance of all of the real and personal property of the Authority.
- F. To assess and collect fees for services provided by and expenses incurred by the Authority.
- G. To receive revenue as appropriated by the legislature of the State of Michigan or a participating municipality.
- H. To enter into contracts incidental to or necessary for the accomplishment of the purposes of the Authority.
- I. To adopt bylaws to accomplish the purposes of the Act, including but not limited to establishing rules and regulations for the governance of the Authority's employees and/or volunteers and for the care and management of the Authority's equipment and property.
- J. To levy a tax of not more than 1 mill for a period of not more than 20 years on all of the taxable property within the territory of the Authority for the purposes of acquiring, constructing, operating, maintaining, and improving its public parks and recreational centers.
- K. To borrow money and issue bonds or notes to finance the acquisition, construction, and improvement of its public parks and recreational centers,

including the acquisition of sites and the acquisition and installation of furnishings and equipment for these purposes.

- L. To carry over fund balances from year to year consistent with sound financial management for capital improvements, equipment purchases, contingencies and other similar purposes for which contingency fund balances are customary.
- M. To take any additional action or make any policy necessary to implement these powers or carry out the purpose of the Authority.

VI. LIMITATIONS

The Authority, however, may not do any of the following:

- A. Obligate the Village and/or the Township to pay any debt of the Authority, unless expressly authorized to do so by the Village and/or the Township.
- B. Seek voter approval for any tax, unless authorized to do so by both the Roscommon Village Council and the Higgins Township Board.
- C. Borrow money and/or issue bonds or notes, unless authorized to do so by both the Roscommon Village Council and the Higgins Township Board

VII. BOARD OF DIRECTORS

The Authority shall be governed by a Board of Directors (the Authority Board). The Authority Board shall exercise final authority regarding the powers of the Authority. The Authority Board may delegate to its staff, volunteers and committees such powers as it deems appropriate, as long as such delegation does not create a conflict of interest or is otherwise unlawful. The Authority Board shall be comprised of seven (7) members. Three (3) members of the Authority Board shall be appointed by the Roscommon Village Council, three (3) members of the Authority Board shall be appointed by the Higgins Township Board, and the remaining member of the Authority Board shall be appointed by the Authority Board. Except as provided herein, each member of the Authority Board shall serve for a term of three (3) years, or until his or her successor is appointed and assumes office. However, for the first appointments, one (1) member appointed by the Roscommon Village Council and one (1) member appointed by the Higgins Township Board shall serve for a term of two (2) years and one (1) member appointed by the Roscommon Village Council and one (1) member appointed by the

Higgins Township Board shall serve for a term of one (1) year. Each member of the Authority Board shall be a resident of the Roscommon area, but not necessarily a resident of the Village or the Township. Any Authority Board member may be removed from the Authority Board for good cause by the body which made the appointment following written charges and a public hearing. A quorum of the Authority Board necessary to conduct business shall be four (4) board members. All decisions of the Authority Board shall be made by the vote of a majority of the board members present and voting. At its first meeting the Authority Board shall elect a chairperson, secretary, treasurer, and any other officers it considers necessary. The Authority Board shall set its schedule for meetings, but at a minimum shall meet at least quarterly each year. Members of the Authority Board shall not receive compensation for services, but shall be entitled to reimbursement for reasonable expenses, including expenses for travel previously approved by the Authority Board, incurred in the discharge of his or her duties. In addition, the Authority Board may reimburse its officers, volunteers, and employees for reasonable expenses which have been incurred on behalf of the Authority. The Authority Board shall also comply with the Open Meetings Act, as amended, and the Freedom of Information Act, as amended.

VIII. DURATION

The Authority shall continue indefinitely unless it is dissolved as provided by these Articles.

IX. FINANCES

The Authority Board shall have budgetary and financial control over the Authority. However, the Authority shall adopt a line item budget. A copy of the Authority budget shall be given to the Village and the Township at least thirty (30) days before the budget is adopted by the Authority Board. The Authority shall be financed as provided in this Article. If approved by both the Village and the Township, the Authority shall be financed primarily by millage requested by the Authority under Section 11 of the Act and approved by the electorate within both the Village and the Township, tallied individually. If either the Village Council or the Township Board does not approve seeking voter approval for an Authority millage or if the Authority millage is not approved by the voters

in both the Village and the Township, then the Authority shall be financed through budgeted contributions from the Village and the Township, as agreed to in writing by the Village and the Township. The Authority Board shall adopt a balanced budget within the limits of its projected revenue sources. After a balanced budget is adopted by the Authority Board, in the event the Authority's revenues are insufficient to cover its expenses, the Village and the Township shall contribute money to the Authority necessary to pay its expenses on the same prorata percentage as the original contributions made by the Village and the Township for that budget year. The revenue obtained by the Authority as provided herein may be supplemented by fees for services or any other methods authorized by law, including such supplemental payments by the Village and/or the Township, which either, in their sole discretion, may elect. At its own expense, the Authority shall have its financial records audited every odd numbered year. The auditor used by either the Village or the Township may be used.

X. ADDITIONAL PARTICIPATING MUNICIPALITIES

Additional municipalities may become Participating Municipalities of the Authority by an amendment to these Articles of Incorporation that is approved by all of the then Participating Municipalities of the Authority.

XI. WITHDRAWAL/DISSOLUTION

- A. Neither the Village nor the Township may elect to withdraw from the Authority unless and until all of the following conditions are satisfied:
 - 1. Any bonded indebtedness of the Authority is discharged;
 - 2. There is no current Authority millage authorized to be levied in the Village or the Township;
 - 3. All outstanding obligations the Village or the Township has to the Authority are discharged and all outstanding obligations the Authority has to the Village or the Township are discharged;
- B. After the conditions of paragraph A, above, have been satisfied, the Village or the Township may withdraw from the Authority following the procedures of this paragraph. Any withdrawal shall have the effect of dissolving the Authority.

1. Before the Village Council or the Township Board may vote on a resolution concerning withdrawal from the Authority, it must publish in a newspaper of general circulation within the territory of the Authority, a public notice that the Village or the Township is considering withdrawing from the Authority and that this withdrawal will cause a dissolution of the Authority. The notice shall be published at least ten (10) days before the meeting.
 2. The effective date of the resolution to withdraw shall be at least six (6) months after the meeting at which the resolution was passed.
 3. A certified copy of the resolution to withdraw shall be sent by certified mail to the chair of the Authority Board and the clerk of the non-withdrawing municipality. The resolution shall be mailed at least six (6) months before the effective date of the resolution.
 4. If both the Village and the Township jointly agree to dissolve the Authority, then each municipality shall follow the public notice and publication requirements of subsection 1, above. The Village and the Township shall agree on the effective date of the dissolution. No mailing of the resolutions to dissolve the Authority is required.
- C. Upon dissolution, the debts of the Authority shall be paid and the net assets shall be divided equally between the Village and Township. Each municipality shall also be subject to the obligations imposed by the Act. If the Authority's assets are insufficient to pay all of the Authority's debts, then the Village and the Township shall be liable on an equal basis for its share of the debts and liabilities of the Authority incurred while the municipality was a part of the Authority.

XII. PUBLICATION/FILING

The Clerk for the Village of Roscommon shall be responsible for publishing these Articles of Incorporation in the _____ and for filing a certified copy of these articles with the Secretary of State as required by the Act.

XIII. EFFECTIVE DATE

The Authority shall become effective on _____, 2019

The foregoing Articles of Incorporation were adopted by the Roscommon Village Council at a meeting duly held on the _____ day of _____, 2019.

VILLAGE OF ROSCOMMON

By: _____
Michael Miller, President

By: _____
Frances Dawson, Clerk

The foregoing Articles of Incorporation were adopted by the Higgins Township Board at a meeting duly held on the _____ day of _____, 2019.

HIGGINS TOWNSHIP

By: _____
William Curnalia, Supervisor

By: _____
Leanna Goodrich, Clerk

ROSCOMMON AREA RECREATION AUTHORITY
Bylaws

1. **PURPOSE.** These Bylaws are adopted pursuant to Article V.I of the Articles of Incorporation to provide for the efficient and uniform administration of the Roscommon Area Recreation Authority.
2. **OFFICERS AND COMMITTEES**
 - 2.1 **Officers.** The officers of the Authority Board shall be a Chairperson, Vice Chairperson, Secretary, Treasurer, and any other officers the Authority Board considers necessary.
 - 2.2 **Election of Officers.** The officers of the Authority Board shall be chosen by the Board at its annual meeting held in January of each even year. The term of office for each officer shall be two (2) years, or until his or her successor is appointed and assumes office.
 - 2.3 **Chairperson.** The Chairperson shall be the chief executive officer of the Authority, shall preside over all meetings of the Authority Board, and shall have general and active management of the business of the Authority.
 - 2.4 **Vice Chairperson.** The Vice Chairperson shall perform the duties of the Chairperson during the absence or disability of the Chairperson.
 - 2.5 **Secretary.** The Secretary shall assure that the minutes of all meetings of the Authority Board are properly recorded and that notices for all meetings are duly given. He or she shall also perform such other duties as may be assigned by the Chairperson or the Authority Board.
 - 2.6 **Treasurer.** The Treasurer shall oversee the accounting records of the Authority and the deposit of funds in such accounts and depositories and subject to such controls as may from time to time be designated by the Authority Board. The Treasurer may be required by the Authority Board to give a bond for the faithful execution of his or her duties as Treasurer in an amount and manner as the Board may direct.
 - 2.7 **Multiple Offices.** Except as provided in this subsection, two (2) or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one (1) capacity, if the instrument is required by law or the Articles of Incorporation to be executed, acknowledged or verified by two (2) or more officers. One person, however, may not occupy the offices of Chairperson and Vice Chairperson.
 - 2.8 **Administrative Services.** The Authority Board may engage the services of a third party to provide administrative support to the Board.
 - 2.9 **Committees.** The Chairperson, with the approval of the Authority Board, may from time to time, for the purpose of carrying out the objectives of the Authority, establish, alter, or dissolve committees and appoint or remove members thereof. The Chairperson of each

committee shall be selected by the Chairperson of the Authority Board. The Chairperson shall be a member of all committees. All committees shall be responsible to the Authority Board. A committee meeting may be called by the Authority Board, the Chairperson of the Authority Board, or the Chairperson of the committee. A notice of the committee meeting, indicating the time, date, and place of the meeting, shall be communicated to each member of the committee as soon as practicable prior to the meeting.

3. MEETINGS

- 3.1 Regular Schedule.** The regular meetings of the Authority Board shall be held at least six (6) times in each calendar year, as scheduled by the Authority Board at its first meeting each year. If any regularly scheduled meeting falls on a legal holiday, the regular meeting shall be held on the next day that is not a legal holiday.
- 3.2 Special Meetings.** Special meetings of the Authority Board shall be held at the call of the Chairperson or upon written request of no less than three (3) members of the Authority Board filed with the Secretary or administrative staff. No less than eighteen (18) hours before the scheduled special meeting, the Secretary, administrative staff, or his/her designee shall provide each member of the Board with a notice of the special meeting, specifying the date, time, place, and purpose of the special meeting. This written notice shall be mailed or emailed to each member of the Authority Board, given personally to each member, or left at the member's usual place of residence.
- 3.3 Place of Meeting.** Meetings of the Authority Board shall be held at such locations as determined by the Authority Board at its first meeting each year. Whenever the Chairperson determines that the place of the meeting will likely have inadequate space for members of the public, the location of the meeting may be changed to a larger meeting facility. A notice of the change in meeting location shall be prominently posted at the original meeting location so that it is visible from outside and shall be published in a newspaper of general circulation within the Authority district, if such publication can be accomplished prior to the meeting.
- 3.4 Time of Meetings.** Meetings of the Authority Board shall begin at such times as determined by the Authority Board at its first meeting each year. The Authority Board shall not begin considering any matter on the agenda after 10:30 p.m. except by unanimous consent of the members present. Matters on the agenda which have not been considered shall be placed on the agenda of the next regular meeting, or on the agenda of a special meeting, if one is called.
- 3.5 Change in Schedule.** Changes in the schedule of a regular meeting shall not be made except by consent of the Authority Board. If a quorum is not present at a regular meeting, the meeting shall be rescheduled and a notice of the rescheduled regular meeting shall be posted as required in Section 4.3.

4. PUBLIC NOTICE OF MEETINGS

- 4.1 Public Notice of Meetings.** The Secretary, administrative staff, or his/her designee shall be responsible for providing the proper notice of all meetings of the Authority Board. Notices shall comply with the Michigan Open Meetings Act, as amended.
- 4.2 Regular Meetings.** The Secretary, administrative staff, or his/her designee shall post at the Higgins Township Hall and the Roscommon Village Hall so that they are visible from outside a notice within ten (10) days after the first meeting of the Authority Board in each calendar year indicating the dates, times, and places of the Authority Board's regular meetings.
- 4.3 Schedule Change.** Whenever the Authority Board changes its schedule of regular meetings, the Secretary, administrative staff, or his/her designee shall post at the Higgins Township Hall and the Roscommon Village Hall within three (3) days after the regular meeting at which the change was made a public notice stating the dates, times, and places of rescheduled regular meeting. Such notice shall be posted so that it is visible from outside.
- 4.4 Special Meetings.** No less than eighteen (18) hours before any scheduled special meeting, the Secretary, administrative staff, or his/her designee shall post at the Higgins Township Hall and the Roscommon Village Hall so that it is visible from outside a notice of the special meeting, including the purpose for which the special meeting is called.
- 4.5 Emergency Meetings.** Notice is not required for emergency meetings of the Authority Board if two-thirds (2/3) of all sitting Authority Board members decide that any delay resulting from notice requirements would be detrimental to efforts to lessen or respond to a severe and imminent threat to the health, safety, or welfare of the public.

5. QUORUM AND VOTING.

- 5.1 Quorum.** Four (4) members of the Authority Board shall constitute a quorum for the transaction of business at all meetings of the Authority Board.
- 5.2 Voting.** Unless otherwise provided in these Bylaws, all decisions of the Authority Board shall be made by the vote of a majority of the Authority Board members present and voting on the matter.

6. REGULAR MEETING AGENDA.

- 6.1 Regular Meeting Agenda.** The agenda for a regular meeting of the Authority Board shall be as follows:

(THIS NEEDS TO BE MODIFIED TO REFLECT CURRENT PRACTICES.)

1. Call to order.
2. Roll call.
3. Pledge of Allegiance

4. Public comments.
5. Approval of minutes.
6. Treasurer's report.
7. Payment of bills.
8. Correspondence.
9. New business.
10. Old business.
11. Member comments.
12. Adjournment.

The Authority Board reserves the right to alter the agenda.

- 6.2 Special Meeting Agenda.** Whenever the Authority Board meets in a special meeting, the matters to be considered shall be stated in the notice of the special meeting. No other matters shall be considered, except when all members of the Authority Board are present and concur.

7. CONDUCT OF MEETINGS.

- 7.2 Members of the Public.** Members of the public wishing to address the Authority Board shall first be recognized by the Chairperson, and each person who speaks shall address the entire Board.

- 7.3 Public Comments.** Each member of the public desiring to address the Authority Board shall be given an opportunity to speak, limited to three (3) minutes each. Individuals who desire to make a presentation longer than three (3) minutes shall contact the Secretary, administrative staff, or his/her designee one (1) week prior to the meeting to request placement on the meeting agenda.

- 7.4 Written Statements Submitted by the Public.** All written statements should be given to the Secretary, administrative staff, or his/her designee prior to the commencement of the meeting. All written statements and documents presented to the Authority Board by an individual are considered public documents and shall be retained in the public record of the meeting.

- 7.5 Disorderly Conduct at Meetings.** Individuals addressing the Authority Board should take into consideration the rules of common courtesy. The public comment portion of the meeting cannot be used to make personal attacks against Authority Board members or administrative staff. If the comments constitute a complaint or charge brought against an Authority Board member or an administrative staff member, that Board or administrative staff member has the right to request a closed session. The Chairperson may call to order any person who is being disorderly by speaking or otherwise disrupting the meeting, failing to be germane, speaking longer than the allotted time, yelling, shouting or speaking vulgarities. Such person shall thereupon be seated until the Chairperson determines whether the person is in order. If a person is called out of order, he or she shall not be permitted to continue to speak at the same meeting, except by a majority vote of the Authority Board members present and voting. If the person continues to be disorderly to the extent that the Authority Board cannot continue to

conduct business, the Chairperson shall consider the person to be in breach of the peace and may request the assistance of a law enforcement officer to remove the person from the meeting. The Authority Board shall have the right to recess or adjourn the meeting if it is interrupted due to the disorderly conduct of any person. No person shall be removed from a public meeting, except for an actual breach of the peace committed at the meeting.

- 7.6 Robert's Rules of Order.** Except as modified by these Bylaws and state or federal law, the Authority Board shall follow Robert's Rules of Order, as Revised, for all procedural questions.

8. RECORD OF MEETINGS.

- 8.1 Recording Responsibility.** The Secretary, administrative staff, or his/her designee shall be responsible for maintaining the official records and minutes of each meeting of the Authority Board. The minutes shall include all the actions of the Authority Board with respect to motions. The minutes shall include the names of Authority Board members who present motions and Authority Board members who second motions as well as the vote of the Authority Board on such motions. If a roll call vote is taken, the record shall show the "yes" and "no" votes, and any abstentions along with the reason(s) for the abstentions for each Authority Board member. However, if all members vote "yes" or "no", the minutes may then reflect that the motion was carried or defeated by unanimous vote.
- 8.2 Voting.** Except as provided herein, whenever a question is put by the Chairperson, every Authority Board member present shall vote on the question. If there is a conflict of interest which prevents an Authority Board member present from voting, such conflict of interest shall be fully stated on the record. If a question exists whether the circumstances actually present a conflict of interest, the Authority Board may, by majority vote of the members present and voting, table the matter under consideration in order to obtain a written opinion from the Authority's attorney. Once the conflict of interest is declared or confirmed, the Authority Board member with the conflict of interest shall abstain from participating in discussions concerning and voting on the matter for which he or she has the conflict of interest.
- 8.3 Requests for Remarks to be Included.** Any Authority Board member may request to have his or her comments printed as part of the minutes. If there are no objections by any Authority Board member, the comments may be included. If there is an objection to including the requested comments in the minutes, the Authority Board shall decide the matter.
- 8.4 Public Access to Meeting Records.** The Secretary, administrative staff, or his/her designee shall make available to the public the minutes of official meetings in accordance with the Freedom of Information Act. Minutes prepared by the Secretary, administrative staff, or his/her designee but not approved by the Authority Board shall be available for public inspection not more than eight (8) business days following the meeting. Minutes approved by the Authority Board shall be available within five (5) business days after the meeting at which they were approved. The Secretary,

administrative staff, or his/her designee shall promptly mail copies of minutes to persons who have subscribed and paid the required fee as determined by the Authority Board.

9. CLOSED MEETINGS.

9.1 Two-thirds Vote. The Authority Board may meet in a meeting closed to the public upon the motion of any member and approved by a roll call vote of two-thirds (2/3) of the entire Authority Board for the following purposes:

1. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.
2. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
3. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
4. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the Authority.
5. To review and consider the contents of an application for employment with or appointment to an office of the Authority, if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by the Authority Board for employment with or appointment to an office of the Authority shall be held in an open meeting pursuant to the Open Meetings Act.
6. To consider material exempt from discussion or disclosure by state or federal statute.

9.2 Minutes. At each closed meeting, the Secretary, administrative staff, or his/her designee shall keep a separate record. These minutes shall not be disclosed to the public except upon court order. The Secretary, administrative staff, or his/her designee may destroy these minutes after one (1) year and one (1) day has passed following the approval of the minutes of the meeting at which the Authority Board approved the closed session. The vote to hold a closed meeting shall be recorded in the minutes of the public meeting at which the decision was made. These public meeting minutes must specify the reason(s) for the closed meeting and the results of the roll call vote to authorize the closed session.

10. FINANCES.

- 10.1 Banking.** The Chairperson, Treasurer, Secretary, or any other Board member authorized by a resolution of the Authority Board, may sign checks or make deposits on behalf of the Authority. Two (2) signatures of authorized board members shall be necessary on all Authority checks.
- 10.2 Audit.** The Authority Board shall provide for an audit of the financial affairs of the Authority every odd numbered year by the same auditor who is used by either Higgins Township or the Village of Roscommon. The report of the audit shall be presented at a meeting of the Authority Board.
- 10.3 Fiscal Year.** The fiscal year of the Authority shall cover the period from April 1 through March 31 of each year.
- 11. AMENDMENTS.** These Bylaws may be added to, amended or repealed in whole or in part by vote of the entire Authority Board. Proposed changes to these Bylaws must be submitted in writing to the members of the Authority Board at least one (1) month in advance of the meeting at which the proposed changes will be considered.

These Bylaws were adopted by the Roscommon Area Recreation Authority on _____, 2019.

ROSCOMMON AREA RECREATION AUTHORITY

By: _____

Its: Chairperson

By: _____

Its: Secretary



ATC Group Services LLC
403 E Michigan Avenue
Grayling, Michigan 49738
Telephone: 989.745.6595

September 3, 2019

Village of Roscommon
Attn: Ron Alden, Village Manager
702 Lake Street
P.O. Box 236
Roscommon, MI 48653

**Re: Proposal #18818076 for Brownfield Site Assessment Activities
Former Au Sable Drugs
801 Lake Street
Roscommon, MI 48653**

Dear Mr. Alden:

ATC Group Services LLC (ATC) is pleased to provide this proposal in accordance with the approved Brownfield Site Assessment Grant for the above-referenced location (the "Site").

BACKGROUND

The Site is improved with a two-story commercial building that has been vacant for nearly 16 years. Retail fueling/petroleum operations were formerly present east and west of the Site on the "*Main Four Corners*" of the Village. Road improvements conducted by the Michigan Department of Transportation (MDOT) in 1992, indicated soil and groundwater contamination present in and along the MDOT road right-of-way adjacent the Site. The Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly Michigan Department of Environmental Quality, conducted a hydrogeological investigation to delineate the contamination identified by MDOT. Laboratory analytical results from the EGLE investigation identified contamination in the groundwater at the Site. A dissolved groundwater plume is present along the north side of Fifth Street near the intersection of Lake Street. The former Roscommon Gas Station is the only documented petroleum release within the immediate vicinity of the Site and within the identified dissolved petroleum hydrocarbon plume. The Underground Storage Tanks (USTs) at the former Roscommon Gas Station have been removed and contaminated soils previously remediated; however, groundwater impacts remain in the area.

A report prepared by TMI Environmental Services in 1992, indicated that a dissolved groundwater plume migrated across Lake Street (northwest) onto the former Au Sable Drug property.



Groundwater laboratory analytical results from seven MDOT borings located across Lake Street (downgradient) and along Fifth Street identified benzene, toluene, ethylbenzene, and xylene (BTEX). A potential secondary source in the immediate vicinity of Lake and Fifth Streets intersection, underlies from another former gas station (currently Michigan Warm Hugs Quilts) on the west corner of the intersection of Lake and Fifth. Based on the elevated concentrations detected in unsaturated soil samples collected with a Geoprobe®, the dissolved impacts appears to be originating from a secondary source other than the former Roscommon Gas Station. Based on the current known impacts, soil and groundwater volatilization to indoor air pathway may be relevant.

It is ATC's understanding that this work is being requested in order to conduct Due Diligence prior to a potential transaction involving the Site. The intended future use of the Site is unknown at this time; however EGLE has provided Grant Funding that will support the Due Diligence requirements for Limited Liability Protection of a potential purchaser. The following Due Diligence Activities will be conducted in accordance with the Brownfield Grant Agreement (Grant) between EGLE and the Village of Roscommon, Grant Number 2019-2409, dated August 6, 2019 for the amount of \$60,000.00

SCOPE OF SERVICES & FEE ESTIMATE OF ELIGIBLE ACTIVITIES

TASK 1: ASSESSMENT AND INVESTIGATION

Work Plan Development

Prior to the start of any grant eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed in the Grant. A budget of \$1,000 per work plan is approved for the site assessments. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the grant coordinator in advance, or the excess cost will not be eligible for reimbursement.

Pre-Investigation Preparation

ATC will prepare a site-specific health and safety plan to address chemical and physical hazards likely to be encountered during site investigation activities. ATC will provide 40-hour, OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) trained personnel to perform general health and safety monitoring and complete the scope of services. MISS DIG, the one-call underground utility locating service will be contacted to stake subsurface utilities 72-hours prior to the start of digging activities as required by state law.

Phase I ESA

ATC will perform an ESA in general accordance with ASTM E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process, issued in 2013 consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently



providing similar services under similar circumstances. The purpose of the ESA will be to identify recognized environmental conditions (RECs) in connection with the Site at the time of the site reconnaissance. The scope of ESA will include an evaluation of the following:

- Physical setting characteristics of the Site through a review of referenced sources such as topographic maps and geologic, soils and hydrologic reports.
- Usage of the Site, adjoining properties and surrounding area through a review of reasonably ascertainable historical sources such as land title records, fire insurance maps, city directories, aerial photographs, prior reports and interviews.
- Observations and interviews regarding current Site usage and conditions including: the use, treatment, storage, disposal or generation of hazardous substances, petroleum products, hazardous wastes, nonhazardous solid wastes and wastewater.
- Observations and interviews regarding usage of adjoining and surrounding area properties and the likely impact of known or suspected releases of hazardous substances or petroleum products from those properties on the Site.
- Information in ASTM-specified environmental agency databases and local environmental records, within the ASTM-specified approximate minimum search distance from the Site.
- Preparation of a written report that includes findings, opinions, conclusions and supporting documentation.

ATC will perform the ESA in general accordance with ASTM E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process, issued in 2013.

Lead-Based Paint Inspection Survey

A State of Michigan Certified lead inspector will conduct a Lead-Based Paint Inspection. Paint chip samples will be collected and submitted to an approved laboratory under CoC for lead analysis by EPS SW-846 7420 and 3050B methods. The results will be summarized in a report that identifies color, building components, location and percent of lead each sample contains.

Asbestos Survey

A State of Michigan accredited asbestos inspector will complete an asbestos survey at the Site. The type, location and quantity of visible and accessible suspect asbestos containing materials (ACMs) will be identified, and bulk samples will be collected for analyses. The samples will be submitted to an approved laboratory under Chain of Custody (CoC) for polarized light microscopy (PLM) analysis. The results will be summarized in a report that identifies the types, locations and approximate quantities of ACMs.



Mold Survey

ATC will conduct a screening survey for suspect mold conditions at the Site. The screening will consist of brief interviews and document review (as appropriate). ATC will follow up with a visual assessment of readily available portions of the building for evidence of potential microbial growth and/or moisture intrusion. If suspected microbial growth or evidence of moisture intrusion is observed, ATC will note the locations, size and/or approximate extent of the impacted areas. ATC will collect spore trap samples and/or tape samples from homogenous areas to confirm the presence of mold.

Phase II ESA

Based on the former groundwater contamination identified at the Site and former adjacent gas station, (in conjunction with the nearby LUST release discussed above), a Phase II ESA is recommended for the Site. The scope of work for the Phase II ESA will be prepared following the completion of the Phase I ESA. Based on the known RECs to date, the proposed scope will include the following:

- Ground-penetrating radar/electromagnetic (GPR/EM) survey to investigate the current/former presence of USTs.
- Installation of soil borings utilizing a Geoprobe®, of which will be converted into a temporary monitoring well.
- Collection of soil and groundwater samples for submission to certified laboratory for analyses of a combination of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and select metals (to be determined).
- Collection of sub-slab soil and soil gas vapor sampling for the presence of VOCs, to evaluate the potential vapor intrusion risk.

Laboratory analytical results for the soil and groundwater samples will be compared to EGLE Part 201 Generic Residential Cleanup Criteria (GRCC) to determine if the Site is considered a “facility,” as defined in Part 201 of the NREPA. ATC will also review site specific data to determine if EGLE Part 201 GRCC are applicable to the Site for the Volatilization to Indoor Pathway (VIAP) and compare soil, groundwater and soil gas results to Volatilization to Indoor Air-Recommendations for Interim Action Screening Levels and Time-Sensitive Interim Action Screening Levels (Screening Levels) to determine if there are immediate corrective action needs at the Site. If it is determined that EGLE Part 201 GRCC do not apply to the Site and/or exceedance are present above Screening Levels, ATC will request Site Specific VIAP Criteria from EGLE. Upon receipt of the Site Specific Criteria from EGLE, ATC will compare the laboratory analytical results for the soil, groundwater and/or soil gas to the Site Specific Criteria to evaluate the VIAP.

The soil and groundwater samples collected for laboratory analysis will be stored in a cooler filled with ice. Proper chain-of-custody documentation will be utilized for sample submittal to the



analytical laboratory. The sampling equipment will be decontaminated between sample locations to reduce the potential for cross-contamination. Decontamination will consist of thoroughly washing the sampling equipment with an Alconox™ (a commercial surfactant) and distilled water wash followed by a distilled water rinse and/or high-pressure steam cleaning. Latex or nitrile gloves will be worn during sample collection. Soil cuttings will be utilized to backfill the borings and the surface cover will be patched with concrete or asphalt, if any.

If field personnel are unable to advance the boring(s) to a sufficient depth to accomplish the goals and objectives of the proposed scope of work due to unforeseen field conditions (i.e. cobble-stones, buried debris, borings continually collapse, etc.), an alternative sampling methodology may be required. If an alternative sampling methodology is required, the client will be contacted directly regarding the proposed modification to the scope of work, project schedule and associated cost. Written authorization to proceed by the client will be secured prior to implementation of any significant change in project scope or cost.

ATC will contact the local utility staking operation in an attempt to identify potential underground utilities that may exist beneath the proposed area of investigation. Although ATC will take reasonable precautions in an attempt to minimize potential damage to buried structures present in the investigation area, ATC is not responsible for any damage to underground structures not identified to ATC prior to initiation of investigation activities. If a drawing(s) of the site is available (to include blue-line, as-built, etc.) that indicates the location of buried site features (e.g., utilities, other buried objects, etc.), ATC requests that the drawing(s) be forwarded to ATC for review as soon as possible.

Phase II ESA Report of Findings

Following completion of the above tasks, and ATC's receipt of all sample laboratory analytical reports, ATC will reduce the data; evaluate the site using applicable State of Michigan cleanup criteria; and prepare a report of findings to include recommendations and/or conclusions, if applicable.

The Phase II cost estimate assumes field activities will be conducted in no more than seven (7) business days and a seven (7) business day laboratory Turn-Around-Time (TAT) applies for the sample analysis applies.

The subsurface investigation is based on fieldwork performed in modified Level D personal protection equipment (PPE) to include steel-toed boots, hard hats, etc., if necessary. The level of PPE may need to be modified based on the actual field conditions encountered. ATC will postpone fieldwork and notify the client immediately if field conditions warrant an increase in the level of PPE (which may increase the cost of the project).

Baseline Environmental Assessment



If the Site is determined to be a “facility”, a BEA will be conducted to protect a new owner/operator against environmental clean-up liability concerns associated with the existing contamination on the Site. The BEA will be completed in accordance with Part 201 and the applicable administrative rules.

TASK 2: DUE CARE PLANNING AND INVESTIGATION

Due Care Investigation for Vapor Intrusion

Based on the results of the Phase II ESA, additional sampling and analyses may be needed relative to Due Care responsibilities. The specific scope of work and associated fee/schedule will be determined based on the results of the initial Phase II ESA, the scope of work will be presented in a work plan for approval by the EGLE Brownfield Coordinator. Based on known site conditions, a vapor intrusion mitigation system may be required, to protect future occupants of the Site.

Due Care Planning

A Due Care Plan will also be prepared to document how the owner/operator will manage the contamination at the Site for redevelopment activities. The BEA and Due Care Plan will be completed in accordance with Part 201 and the applicable administrative rules.

TASK 3: CONTINGENCY

If unforeseen circumstances are encountered during the execution of the activities outlined above, additional funding may be necessary to conduct further investigation. A contingency of up to 15 percent of the grant amount is allotted in the Grant to cover unforeseen circumstances should they arise. No work shall be conducted without prior authorization to proceed from the EGLE Brownfield Coordinator.

ESTIMATED PROJECT BUDGET

As presented in the Grant, ATC estimates the following budget for the activities described above:

| PROJECT BUDGET | |
|--|------------|
| Eligible Activity | EGLE GRANT |
| 1. Assessment and Investigation | \$38,000 |
| 2. Due Care Planning and Investigation | \$12,900 |
| TOTAL | \$50,900 |
| 3. Contingency (up to 15 percent of grant) | \$7,350 |



PROJECT DELIVERABLES & SCHEDULE

Following written authorization to proceed and payment arrangements, ATC intends to prepare a work plan for approval describing the eligible activity and budget amounts to complete each specific task as described above.

ATC will coordinate the site visit with a designated site contact. ATC will provide electronic reports via e-mail (or other electronic delivery service) for your use and distribution within approximately 5 business days of the completion of each eligible activity or as identified in the approved work plan.

CLIENT/USER RESPONSIBILITIES

The proposed fee estimate and schedule in this proposal are based on Client responsibilities that include, but are not limited to: providing timely access to the Site, accurate Site location information, and available documentation (including prior environmental reports). It is ATC's full intent to conduct and perform all activities within the proposed grant amounts.

THIRD PARTY RELIANCE

If the report or a letter of reliance is to be addressed to a third party other than the Client and the Client's lender, that party must be identified by Client prior to report issuance and accept the terms and limitations in the report and the attached Client Service Agreement, unless an alternative written agreement is executed between ATC and the third party.

AUTHORIZATION

If this proposal is acceptable, please sign and return the last page of this proposal via email at april.hehir@atcgs.com (989-745-6595) to the attention of the undersigned.

Thank you for the opportunity to provide services to the Village of Roscommon. If you have any questions or require further information, please contact the undersigned.

Sincerely,
ATC Group Services LLC

A handwritten signature in black ink, appearing to read 'April K. Hehir'.

April K. Hehir
Project Manager

A handwritten signature in black ink, appearing to read 'Timothy Rombach'.

Timothy Rombach, PE
Senior Engineer



ATC
PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Brownfield Assessment Activities.

Project Name: Former Au Sable Drug Store

Project Address Location: 801 Lake Street, Roscommon, Michigan 48653

ATC Proposal No.: 19GY1022 Date: September 3, 2019

Client Contract No.: _____ Date: _____

For Payment of Charges

Invoices will be charged to the account of: Village of Roscommon Attn: Mr. Ron Alden

Street Address: 702 Lake Street

City: Roscommon State: Michigan Zip Code: 48653

Phone: 989.275.5743 ext 13 Fax: _____

Email Copied to: manager@roscommonvillage.com

For Approval of Charges

If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space below:

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Attention: _____ Phone: _____



This AGREEMENT is subject to the following special provisions/payment schedule:

Contract Amount (Not to Exceed): \$50,900 Brownfield Assessment Grant

This AGREEMENT together with the proposal, Unit Fee Schedule, if applicable, and ATC terms and conditions constitutes the entire agreement between the client and ATC and supersedes all prior written or oral understandings.

This AGREEMENT is accepted by:

Village of Roscommon
Client

ATC Group Services LLC
Consultant

By (Signature)

By (Signature)

Mr. Ron Alden
By (Type/Print)

April Hehir
By (Type/Print)

Village Manager
Title

Project Manager
Title

September , 2019
Acknowledging the Terms and
Conditions

September , 2019
Acknowledging the Terms and
Conditions

The client guarantees that ATC has been granted access to the site (if necessary) by the current legal property owner or operator so that ATC may complete the proposed scope of work.

Name and phone of current property owner (or State of Michigan authorized administrator)

Name and phone of personnel at the site who should be contacted prior to work.

For Accounting/Collections Only:

Client No.: _____ New _____ Old _____
Division: _____ Project No.: _____ Finance Charge: _____ (N or Y)

Past Payment Record: _____ 30 _____ 60 _____ 90 _____ 90+ Days

Credit Limit _____

(NEW) 2019 Leaf, and Brush Pickup Schedule

Village of Roscommon

The Village will pick up brush (3" and under) and leaves on all Village streets beginning the first of October according to the schedule below. Please have your leaves next to the road, (No Bags) so that we can come by and pick them up. Do not mix your brush with your leaves. Check the pickup schedule to see when your area is scheduled for pick up.

In the event of a windstorm, additional brush pick up will occur. Please remember that the Village is not authorized to dispose of grass clippings and the burning of leaves and yard waste within the Village is prohibited.

The following Guidelines Apply:

- Materials may not be placed out sooner than three (3) days prior to your pickup day. Materials placed or left on the roadside at other times will be declared to be and constitute a nuisance in violation of Village Ordinance #80, which is punishable as a Municipal Civil Infraction.
- Resident-owned tree removal by a private contractor should include arrangements for the private contractor to chip and remove all limbs and brush.
- Leaves must be un-bagged and separated from Tree Limbs, Brush or Yard Waste.
- Stack all Material neatly behind the curb on your own property and out of the paved portion of the road-do not stack Material in the street. Yard Waste must be separated from Tree Limbs, Leaves and Brush.
- Quantity Limit: The pickup – per property/per scheduled pickup date – for Brush and Yard Waste combined may not exceed the amount that can be loaded on a one-ton dump truck. Visualize a pile 6' deep X 10' long X 4' high.

Yard Waste Is: flower and hedge clippings, twigs and small sticks, vegetation and vines.

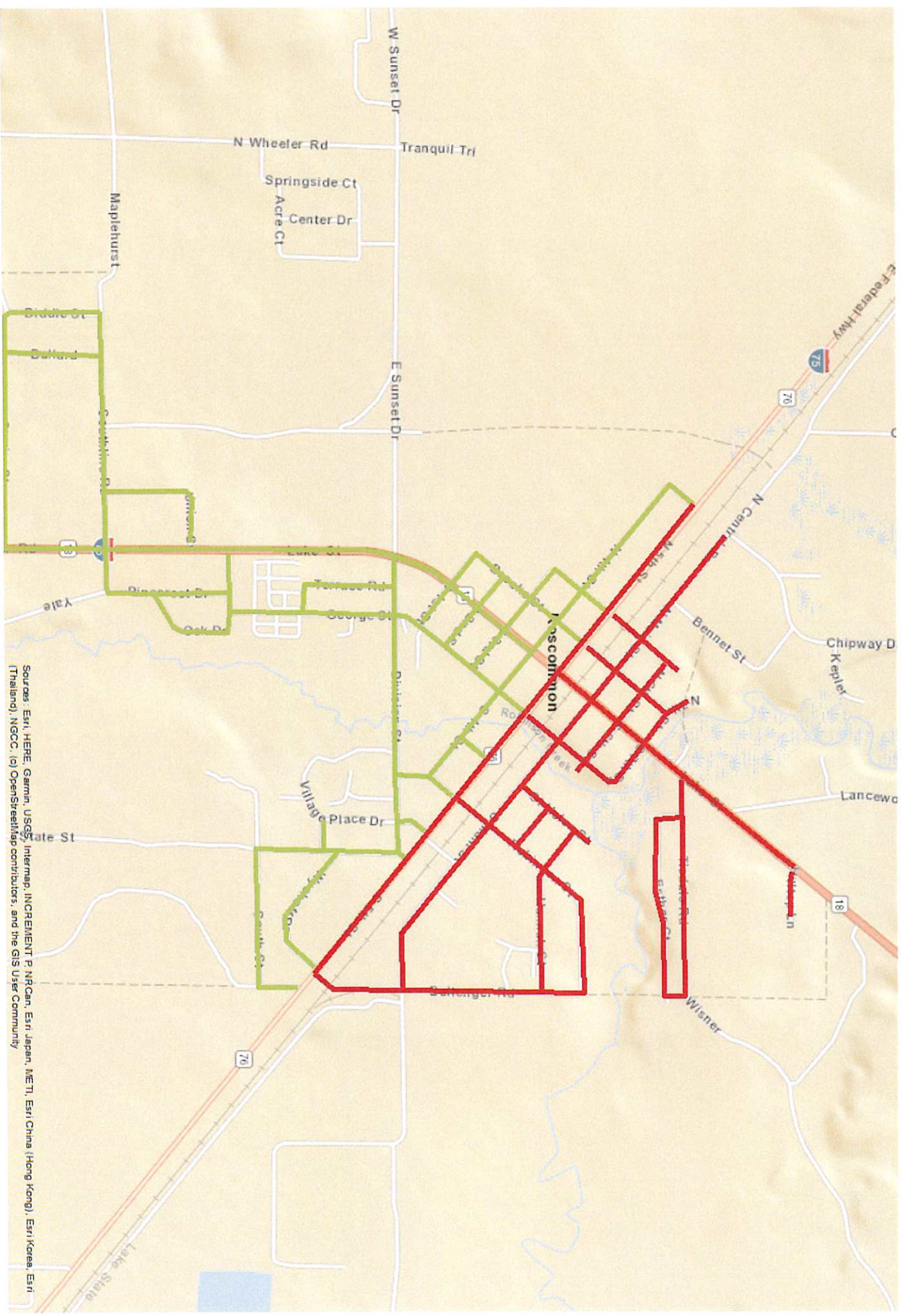
Tree Limb and Brush: Tree limbs no larger than four (4) inches in diameter and six (6) feet in length.

Fall Leaf Pickup: Will begin in October. Due to weather and leaf fall variables pickup days may be scheduled thru November.

We Will Not Pick Up: Tree Stumps, Tree Limbs larger than four (4) inches or longer than six (6) feet, Leaves in Bags, Garbage, Pet Waste, Grass Clippings, Bricks, Lumber or Construction Materials, any quantity of combined materials – per property/per pickup date that exceeds what can be loaded on a one-ton dump truck.

North of 5th street – Every Tuesday, October 1st – November 12th

South of 5th street – Every Thursday, October 3rd – November 14th



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri
[Thailand], NGCC, (c) OpenStreetMap contributors, and the GIS User Community