

PENINSULA TOWNSHIP

13235 Center Road, Traverse City MI 49686

Ph: 231.223.7322 Fax: 231.223.7117

www.peninsulatownship.com

PETER A. CORREIA
SUPERVISOR

MONICA A. HOFFMAN
CLERK

DAVID K. WEATHERHOLT
TREASURER

MARK D. AVERY
TRUSTEE

JILL C. BYRON
TRUSTEE

PENELOPE S. ROSI
TRUSTEE

WENDY L. WITKOP
TRUSTEE

PENINSULA TOWNSHIP BOARD

May 23, 2016

9:00 a.m.

2nd Regular Meeting – Township Hall

1. **Call to Order**
2. **Pledge**
3. **Roll Call**
4. **Approve Agenda**
5. **Brief Citizen Comments – for items not on the Agenda**
6. **Conflict of Interest**
7. **Business**
 1. Soul Squeeze Cellars, LLC - Small Wine Maker License
 2. Tabone Vineyard, LLC – Small Wine Maker License
 3. Road Name Change – Cedar Ave to Tucker Point
 4. Road Name Request – Freshwater Ct
 5. Kroupa Road End – Bartone Request
 6. AT&T Proposal
 7. SAD Draft Agreement
 8. Amend Meeting Times/Review - Policies and Procedures
 9. Review Code of Ethics
 10. Approve Payment of Water and Sewer Bonds
 11. Accept Bid for Removal of Tree in Bohemian Cemetery
 12. Approval of DPW Budget Items
 13. School Board Resolution
 14. Emergency Services Billing Discussion
8. **Citizen Comments**
9. **Board Comments**
10. **Adjournment**

Peninsula Township has several portable hearing devices available for audience members. If you would like to use one, please ask the Clerk.

Monica Hoffman

From: Marilyn Elliott <marilyn3@icloud.com>
Sent: Friday, May 13, 2016 2:24 PM
To: Monica Hoffman; Michelle Reardon
Subject: Bowers Harbor Park and the Joint Township Board/Park Commission Meeting of 5/9/16

Dear Monica and Michelle,

I respectfully request you forward this to all Township Board and Park Commission members.

History and facts seemed to be of little value and importance in the discussion and decision at the Township Board and Park Commission meeting Monday night, especially for the first twenty minutes of the meeting. Besides the lack of knowledge of how and why the concept drawing for the Bowers Harbor Park addition came to be, and the lack of desire to learn the reasons and facts, it became clear that some believed that it would be better to have input from unknowledgeable people rather than those familiar with its history. I am grateful to Anne Griffiths for revealing the appropriateness of keeping experienced, knowledgeable and willing nearby residents involved, and I am glad Mary Swift, John Snow and David Foote of the Conservancy agreed to serve on the ad hoc committee.

One issue in particular was neither germane nor helpful. Wendy Witkop's pronouncement that Peninsula Township needs more active parks because as she looks out her window at her job as Assessor of Blair Township she sees active park, and as she takes her grandchildren to active parks in Blair Township because Peninsula parks are inferior, was counterproductive to the discussion at hand. As you eventually learned from audience members, there were and continue to be very good reasons why the expansion of Bowers Harbor Park needs to be all, or mostly, a passive park. That doesn't mean work should not be done to improve play structures (probably on the original park acreage), but her plea for that was lost in her hurt feelings tirade because she didn't like the way the decision to purchase the additional park land came about. It is important to also remember that more money to acquire the Park came from residents than from the Township when the preliminary work to make the case in front of the Michigan Natural Resources Trust Fund is added together with their contributions through the Conservancy.

Beyond that, Blair Township is not Peninsula Township by any comparison other than they are predominantly white populations. Peninsula Township population in 2014 (according to the U.S. Census) is estimated at 5,500 while Blair's is 8,209. Blair Township is nearly 50% larger in population than Peninsula Township. Also, since 2000, Peninsula Township grew at 4.5% (from 5,265 to 5,500) while Blair Township grew at 4.5% (from 6,448 to 8,209). Further, Peninsula Township's median age is 53.4 years while Blair's is 34.2 years. 75% of Blair Township is under age 50 while Peninsula Township has 44% under age 50. 40% of Blair Township's households have children under age 18 while Peninsula Township has only 27%. Blair Township is not surrounded by the Great Lakes which are nature's splash pad. So, we are not Blair Township and that is not the benchmark to determine park needs for Peninsula Township.

Finally, I find appointing Wendy, in spite of her own obvious reluctance, to the committee to determine plans for the Bowers Harbor Park addition disappointing as she spends so little time in our Township, often missing Township Board and other important meetings such as last October's ZBA meeting. It would be more appropriate to appoint a Township Board member who lives here, spends time here enjoying our parks, and wants to constructively improve them instead of bad mouthing them.

Sent from my iPad=

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr.
Scott D. Edwards
Michael J. Brown

6017 West St. Joe Hwy., Suite 202
Lansing, Michigan 48917
P. (517) 321-4617
F. (517) 321-4642
www.cebhlaw.com

Metro Detroit/Oakland County
2055 Orchard Lake Road
Sylvan Lake, Michigan 48320
P. (248) 816-5000
F. (248) 816-5115
Northern Michigan
213 East Main St., 2nd Floor
Gaylord, Michigan 49735
P. (989) 688-5946
F. (989) 688-5901

April 27, 2016

Ms. Monica Hoffman, Township Clerk
Peninsula Township
13235 Center Road
Traverse City, MI 49686

Re: Application for new Small Wine Maker License
Applicant: Soul Squeeze Cellars, LLC
Address: 1829 Carroll Road, Traverse City, MI 49686

Dear Ms. Hoffman:

On behalf of Soul Squeeze Cellars, LLC, we are applying to Peninsula Township for a new Small Wine Maker license to be located at 1829 Carroll Road, Traverse City, MI 49686. Pursuant to Michigan Liquor Control Commission ("MLCC") regulations, new Small Wine Maker licenses require approval from Peninsula Township.

In connection with this application, we are enclosing the following:

1. MLCC - Local Government Approval Form (LC-1305)
2. MLCC - Application for New License (LCC-3015)
3. MLCC - Report of Members (LCC-301)

Please don't hesitate to contact our office if you need any additional information.

Thank you for your assistance in this matter. We look forward to working with Peninsula Township in connection with this application.

Very truly yours,

CARLIN EDWARDS BROWN PLLC



Rick Perkins, Licensing Consultant (Non-Attorney)
Direct Dial: (517) 321-4623
E-Mail: RPerkins@cebhlaw.com

RECEIVED
MAY 01 2016
CLERK

Cc: Luke Pickelman, Soul Squeeze Cellars, LLC



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ Peninsula Township _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Soul Squeeze Cellars, LLC
(name of applicant)

for the following license(s): Small Wine Maker
(list specific licenses requested)

to be located at: 1829 Carroll Road, Traverse City, Michigan 49686 - Peninsula Township

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



Manufacturer & Wholesaler License & Permit Application

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Soul Squeeze Cellars, LLC	
Address to be licensed: 1829 Carroll Road	
City: Traverse City, Michigan	Zip Code: 49686
City/township/village where license will be issued: Peninsula	County: Grand Traverse
Federal Employer Identification Number (FEIN):	

Leave Blank - MLCC Use Only

1. Are you requesting a new license? Yes No
2. Are you applying ONLY for a new permit or permission? Yes No
3. Are you buying an existing license? Yes No
4. Are you adding space to or dropping space from the licensed premises? Yes No
5. Are you transferring the location of an existing license? Yes No
6. Is this license being transferred as the result of a default or court action? Yes No
7. Do you intend to use this license actively? Yes No

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, or a request to increase or decrease the size of the licensed premises. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees: \$70.00	License & Permit Fees: \$ 25.00	TOTAL FEES: \$70.00
--------------------------	---------------------------------	---------------------

Schedule A - Licenses, Permits, & Permissions

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

License Type:	Base Fee:	Fee Code MLCC Use Only
<input type="checkbox"/> Brewer	\$50.00	
<input type="checkbox"/> Micro Brewer (Under 60,000 barrels annually)	\$50.00	
<input type="checkbox"/> Wine Maker	\$100.00	
<input checked="" type="checkbox"/> Small Wine Maker (Under 50,000 gallons annually)	\$25.00	4038
<input type="checkbox"/> Winery Tasting Room	\$100.00	
<input type="checkbox"/> Spirit Tasting Room	\$100.00	
<input type="checkbox"/> Brandy Tasting Room	\$100.00	
<input type="checkbox"/> Manufacturer of Brandy	\$100.00	
<input type="checkbox"/> Manufacturer of Mixed Spirit Drink	\$100.00	
<input type="checkbox"/> Manufacturer of Spirits	\$1,000.00	
<input type="checkbox"/> Small Distiller (Under 60,000 gallons annually)	\$100.00	
<input type="checkbox"/> Outstate Seller of Beer	\$1,000.00	
<input type="checkbox"/> Outstate Seller of Wine	\$300.00	
<input type="checkbox"/> Outstate Seller of Mixed Spirit Drink	\$300.00	
<input type="checkbox"/> Wholesaler	\$300.00	
For delivery vehicle decal fees please use <u>Report of Delivery Vehicles form (LCC-351)</u> .		
<input type="checkbox"/> Warehouser	\$50.00	
<input type="checkbox"/> Industrial Manufacturer	\$10.00	
<input type="checkbox"/> Seller of Alcohol	\$10.00	
<input type="checkbox"/> Limited Alcohol Buyer	\$10.00	
<input type="checkbox"/> Consumer Sampling Event License	\$70.00	

Permits:	Base Fee:	Fee Code MLCC Use Only
<input type="checkbox"/> Sunday Sales Permit (AM)	\$160.00	
<input type="checkbox"/> Sunday Sales Permit (PM)	15%**	
<input type="checkbox"/> Catering Permit	\$100.00	
<input type="checkbox"/> Beer and Wine Tasting Permit	No Charge	
<input type="checkbox"/> Outdoor Service	No Charge	
<input type="checkbox"/> Entertainment Permit	No Charge	
<input type="checkbox"/> Dance Permit	No Charge	
<input type="checkbox"/> Topless Activity Permit	No Charge	
<input type="checkbox"/> Living Quarters	No Charge	
<input type="checkbox"/> Specific Purpose Permit (list activity below):		
Days/Hours requested: _____		
<input type="checkbox"/> Extended Hours Permit (check type below):	No Charge	
<input type="radio"/> Dance <input type="radio"/> Entertainment		
Days/Hours requested: _____		
<input type="checkbox"/> Off-premise Storage	No charge	
<input type="checkbox"/> Direct Connection(s)	No charge	

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): \$70.00

Total License Fee(s): \$25.00

Total Permit Fee(s):

TOTAL FEES DUE: \$95.00

Make checks payable to State of Michigan

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?				<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?				<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Rick Perkins			Relationship: Licensing Consultant				
Mailing address: 6017 W. St. Joe Highway, Suite 202, Lansing, MI 48917							
Phone: 517-321-4623		Fax number: 517-321-4642		Email: rperkins@cebhlaw.com			

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: Michael J. Brown			Member Number: P-43015			
Attorney address: 6017 W. St. Joe Highway, Suite 202, Lansing, MI 48917						
Phone: 517-321-4616		Fax number: 517-321-4642		Email: mbrown@cebhlaw.com		
Would you prefer that we contact your attorney for all licensing matters related to this application?					<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?					<input checked="" type="radio"/> Yes	<input type="radio"/> No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false or fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Luke Pickelman, Member



4.21.2016

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents and fees to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Fax to: 517-373-4202



Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Soul Squeeze Cellars, LLC	
Address: 1931 Carroll Road	
City: Traverse City, Michigan	Zip Code: 49686

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Not Applicable		

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

Not Applicable

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Luke Pickelman, 1931 Carroll Road, Traverse City, MI 49686	50	April 20, 2016
Faye Pickelman, 1931 Carroll Road, Traverse City, MI 49686	50	April 20, 2016

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

Not Applicable



Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

(For MLCC Use Only)

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Not Applicable		

Name and address of Managers, pursuant to administrative rule R 436.1111:

Not Applicable

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title:	All named members of Sole Squeeze Cellars, LLC
Name & Title:	Michael J. Brown, Rick Perkins - CarIn Edwards Brown PLLC, 6017 W. St. Joe Hwy., Suite 202, Lansing, MI 48817
Name & Title:	
Name & Title:	
Name & Title:	

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as

Luke Pickelman, Member

Print Name of Applicant & Title

Signature of Applicant

4.21.2016

Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LEASE

THIS LEASE AGREEMENT, made this 22nd day of April, 2016 (the "Effective Date") between SOUL SQUEEZE CELLARS, LLC ("Tenant") and OUT OF THE VINE, LLC ("Landlord").

RECITALS:

WHEREAS, Landlord is the owner of certain improved real property located at 1829 Carroll Road, Traverse City, Michigan 49686 (the "Premises").

WHEREAS, Landlord desires to lease a 20' x 30' pole barn and surrounding 1 acre of land located on the Premises to Tenant for the use as winery with a Small Wine Maker license issued by the Michigan Liquor Control Commission.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant mutually agree as follows:

1. Demise. Landlord hereby leases to Tenant, and Tenant does hereby lease from Landlord, the Premises, upon the terms and subject to the conditions hereinafter set forth.
2. Term. The term of this Lease shall extend from the date hereof until the date in which Tenant cease operations of winery at Premises.
3. Rent. Tenant covenants and agrees to pay to Landlord as rent for the Leased Premises, payable on the first day of each month during the term of this Lease, the sum of \$100.00.
4. Use of Leased Premises. The Leased Premises shall be used as a winery operation at this location.
5. Assignment. Landlord and Tenant may assign their respective rights or obligations under this Lease only with the written consent of the other party.
6. General Provisions. The Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns. The captions of the paragraphs of this Lease are for convenience only and shall neither limit nor amplify any of the provisions hereof.

7. Governing Law. This Lease shall be governed by, and construed in accordance with the laws of the State of Michigan.
8. Counterparts; Facsimile Signatures. The parties hereto may execute this Lease in any number of counterparts, each of which, when executed and delivered by all of the parties, shall have the force and effect of an original, but all such counterparts shall constitute one and the same Lease. The parties agree that a facsimile or photocopy signature to this Lease shall be deemed an original signature.
9. Amendments. In the event the Michigan Liquor Control Commission shall require any amendments to this Lease, each of the parties shall make such amendments provided the substance thereof does not impose any material risk or further financial obligation on Landlord or Tenant.

The parties have executed this Lease as of the Effective Date.

"TENANT"

Soul Squeeze Cellars, LLC



By: Luke Pickelman

Its: Member

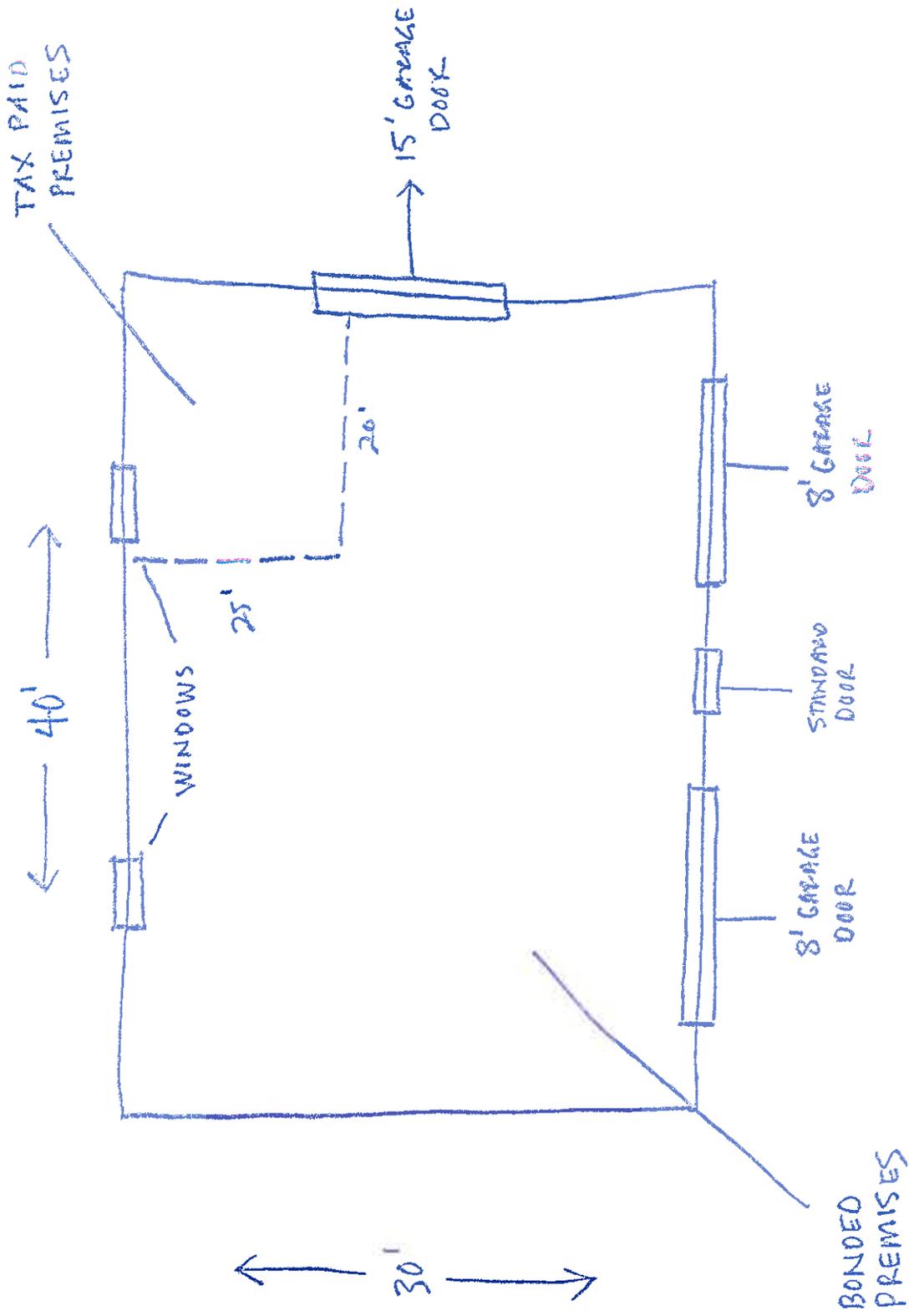
"LANDLORD"

Out of the Vine, LLC



By: Faye Pickelman

Its: Member



1829 CARROLL RD
 TRAVERSE CITY, MI
 49684



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)

Moved by _____ and supported by _____

that the application from Tabone Vineyards, LLC
(name of applicant)

for the following license(s): Small Wine Maker
(list specific licenses requested)

to be located at: 14916 Peninsula Dr., Traverse City, MI 49686

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

PENINSULA TOWNSHIP
Resolution No. ____ of 2016

**RESOLUTION RENAMING CEDAR AVE. IN THE PLAT
ENTITLED NE-AH-TA-WANTA TO TUCKER POINT**

At a special meeting of the Peninsula Township Board, Grand Traverse County,
Michigan, held in the Township Hall located at 13235 Center Road, Traverse City,
Michigan 49686 on May 23, 2016.

PRESENT: _____

ABSENT: _____

The following resolution was made by _____ and seconded by
_____.

Recitals

- A. The plat entitled NE-AH-TA-WANTA is located within Peninsula Township, Grand Traverse County, Michigan and is recorded in the Book of Plats, Grand Traverse County, Liber 2, Page 46.
- B. Cedar Ave. is a street depicted in the plat entitled NE-AH-TA-WANTA.
- C. The streets in the plat entitled NE-AH-TA-WANTA are dedicated to the use of the public.
- D. Section 256 of the Michigan land division act, being MCL 560.256, provides that the township board by resolution may change the name of an existing street within a recorded plat. This section requires that the township clerk within 30 days after adoption of the resolution record a certified copy of the resolution with the Grand Traverse County Register of Deed's Office and send a certified copy of the resolution to:

Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
P.O. Box 30254
Lansing, Michigan 48909

- E. The Peninsula Township Board desires to change the name of Cedar Ave. to Tucker Point.
- F. The Grand Traverse County Equalization Department has reviewed and approved the proposed new street name, Tucker Point, as evidenced by the approval dated May 2, 2016, which is attached hereto and incorporated herein by reference.
- G. Therefore, pursuant to Section 256 of the land division act, the Peninsula Township Board desires to memorialize this street name change by the adoption of this Resolution.

Resolution

NOW, THEREFORE, BE IT RESOLVED that

- 1. The street named Cedar Ave. in the plat entitled NE-AH-TA-WANTA is hereby renamed Tucker Point.
- 2. The township clerk is hereby directed to record a certified copy of this resolution with the Grand Traverse County Register of Deed's Office within 30 days after the adoption of this resolution.
- 3. The township clerk is further directed to send a certified copy of this resolution to:

Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
P.O. Box 30254
Lansing, Michigan 48909

- 4. This resolution shall become effective when recorded in the Grand Traverse County Register of Deed's Office.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

PENINSULA TOWNSHIP

By: _____
Pete Correia, Supervisor

I, the undersigned, the Clerk of the Township of Peninsula, Grand Traverse County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by said municipality at its special meeting held on May 23, 2016, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: _____

Monica A. Hoffman, Clerk

PENINSULA TOWNSHIP
REQUEST FOR ROAD NAME/CHANGE

Name of Applicant MATT B. MYERS & KREGAN MYERS

Address 625 CEDAR AVE.

Telephone No. 231 392 3503

LOCATION OF ROAD

Section 19 T 29 N; R 10 W

TUCKER POINT
Proposed Road Name

CEDAR AVENUE
Existing Road Name (If Change is Requested)

[Signature]
Signature of Applicant

MAY 2, 2016
Date

APPROVALS

Approved by County Equalization on 5/2/2016 PH
Date Initials

Approved by Township Board at a meeting on _____
Date

Township Clerk

DISTRIBUTION

Township Fire Department _____
Date Initials

County Equalization _____
Date Initials

Sally Akerley

From: Bryan E. Graham <bgraham@upnorthlaw.com>
Sent: Tuesday, May 10, 2016 3:48 PM
To: Sally Akerley
Subject: Re: Resolution renaming Cedar Ave.

Dear Sally:

It is my belief that the township board has all the information it needs. If there is a private Association will concerning streets, then that will be up to the Association to enforce, not the township.
Bryan

On 5/9/2016 2:49 PM, Sally Akerley wrote:

> Bryan:

>

> Bottom line...does the town board currently have all of the information they need to make a decision (i.e. pass the resolution)--or should I reach out to the association and dig for more details on their private rules?

>

> Feel free to call and discuss. I left a vm on this topic.

>

> Sally Akerley, MAAO

> Township assessor

> 13235 Center Rd

> Traverse City, MI 49686

> 231.223.7313 phone

> 231.223.7117 fax

> Office Hours: Mon 7:30am-6:30pm & Tue-Thu 7:30am-5:00pm

>

> Opportunity is missed by most people because it is dressed in overalls

> and looks like work. - Thomas Edison

>

> -----Original Message-----

> From: Bryan E. Graham [mailto:bgraham@upnorthlaw.com]

> Sent: Monday, May 9, 2016 2:07 PM

> To: Sally Akerley

> Subject: Re: Resolution renaming Cedar Ave.

>

> Dear Sally:

> I do not understand your question. As I indicated, there is no legal requirement that the homeowners association approve the name change. The Association rules, however, may require such an approval, as a matter of property law within the Association. I am in no position to know whether such a private rule exists. If you need anything further, please let me know.

> Bryan

>

> On 5/9/2016 11:23 AM, Sally Akerley wrote:

>> Bryan:

>>

>> I am in receipt of the resolution--Thank you.

>>

>> Please provide more clarity on this:

>> "There is no legal requirement for the homeowner association to approve the name change. However, I am in no position to know whether the Association rules they require such approval."

>>

>> "However" gives me pause.

>>

>> Sally Akerley, MAAO

>> Township assessor

>> 13235 Center Rd

>> Traverse City, MI 49686

>> 231.223.7313 phone

>> 231.223.7117 fax

>> Office Hours: Mon 7:30am-6:30pm & Tue-Thu 7:30am-5:00pm

>>

>> Opportunity is missed by most people because it is dressed in

>> overalls and looks like work. – Thomas Edison

>>

>> -----Original Message-----

>> From: Bryan E. Graham [mailto:bgraham@upnorthlaw.com]

>> Sent: Friday, May 6, 2016 9:13 AM

>> To: Sally Akerley

>> Cc: Monica Hoffman

>> Subject: Resolution renaming Cedar Ave.

>>

>> Dear Sally:

>> Here is the resolution you requested for the township board to rename Cedar Ave. Please review the resolution to be sure no changes are needed.

>> There is no legal requirement for the homeowner association to approve the name change. However, I am in no position to know whether the Association rules they require such approval. In addition, the township board is under no legal obligation to change the name. This is a policy choice by the township board.

>> If there are questions, or if changes are needed in the resolution, please let me know.

>>

>> --

>> Bryan E. Graham

>> Young, Graham, Elsenheimer & Wendling, P.C.

>> P.O. Box 398

>> Bellaire, Michigan 49615

>> (231) 533-8635

>>

>> This email message, and any attached files, is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you received this message in error, please notify our office immediately and delete all copies of the original message, and any attached files.

>>

>>

>>

> --

> Bryan E. Graham

> Young, Graham, Elsenheimer & Wendling, P.C.

> P.O. Box 398

> Bellaire, Michigan 49615

> (231) 533-8635

>

> This email message, and any attached files, is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any

dissemination, distribution or copying of this message is strictly prohibited. If you received this message in error, please notify our office immediately and delete all copies of the original message, and any attached files.

>

>

--

Bryan E. Graham
Young, Graham, Elsenheimer & Wendling, P.C.
P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635

This email message, and any attached files, is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you received this message in error, please notify our office immediately and delete all copies of the original message, and any attached files.

PENINSULA TOWNSHIP

13235 Center Road, Traverse City MI 49686

Ph: 231.223.7322 Fax: 231.223.7117

www.peninsulatownship.com

Memorandum

May 10, 2016

To: Peninsula Township Board
From: Sally Akerley, Township Assessor SA
Subject: Road Name Request-FRESHWATER COURT

Property owners John and Jennifer Ansted have submitted application for a land division near the intersection of Gray Road and Peninsula Drive. The division is currently being reviewed by staff. The proposed road name, Freshwater Court, has been approved by the Grand Traverse County Equalization Department and now needs Township approval.

PENINSULA TOWNSHIP
REQUEST FOR ROAD NAME/CHANGE

Name of Applicant John + Jennifer Ansted
Address 18217 Harbor Light Blvd, Cornelius, N.C. 28031
Telephone No. 704-458-6461

LOCATION OF ROAD

Section 7 T 28 N; R 10 W

Freshwater Court
Proposed Road Name

Existing Road Name (If Change is Requested)

[Signature]
Signature of Applicant

5-2-16
Date

APPROVALS

Approved by County Equalization on 5-9-16 PH
Date Initials

Approved by Township Board at a meeting on _____
Date

Township Clerk

DISTRIBUTION

Township Fire Department _____
Date Initials

County Equalization _____
Date Initials

Exhibit A

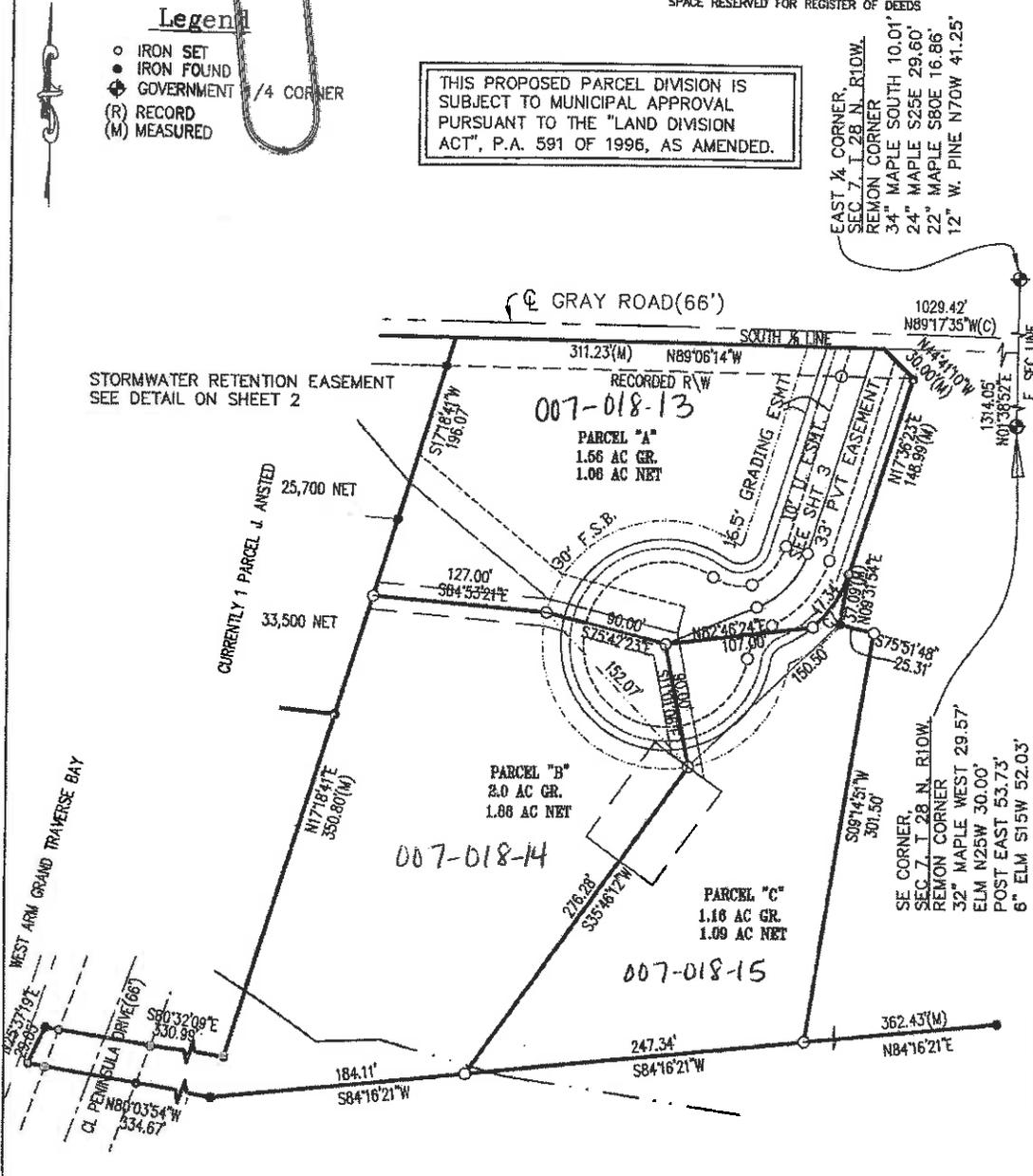
CERTIFICATE OF SURVEY

SPACE RESERVED FOR REGISTER OF DEEDS

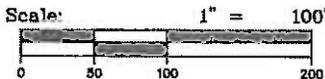
Legend

- IRON SET
- IRON FOUND
- ⊕ GOVERNMENT 1/4 CORNER
- (R) RECORD
- (M) MEASURED

THIS PROPOSED PARCEL DIVISION IS SUBJECT TO MUNICIPAL APPROVAL PURSUANT TO THE "LAND DIVISION ACT", P.A. 591 OF 1996, AS AMENDED.



C7 L= 47.34 R=86.30' LC S33°17'09"W 46.75'



ALTERATION OF ANY PART OF THIS DOCUMENT WITHOUT THE PERMISSION OF BOB MITCHELL & ASSOCIATES IS PROHIBITED.

Jesse E. Mitchell
Professional Surveyor No. 54433

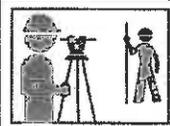
ERROR OF CLOSURE IS 1/10,000

BASIS OF BEARING: NAD 83 MI. CENT SPCS

Jesse E. Mitchell, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land; That the ratio of closure of the unadjusted field observations was within the accepted limits and that I have fully complied with the requirements of P.A. 132 of 1970.

CLIENT:
JOHN ANSTED

LOCATION:
SE 1/4, SEC 7,
T 28 N, R 10 W,
PENINSULA TOWNSHIP, GRAND TRAVERSE COUNTY,
MICHIGAN.



BOB MITCHELL & ASSOCIATES
SURVEYING / ENGINEERING
404 West Main Street P.O. Box 306 NORTH 1ST STREET
Kingsley, MI 49640 Harrison, MI 48625
(231) 263-5463 - FAX (231) 263-7921
Toll Free in Michigan 1-800-533-5627
email jesse@mapolvsurvey.com

20140401 Land Division Survey 070715.dwg		
DRAWN: JEM	REV 11-17-15 DATE 11-4-15	FILE NO. 20140401
CK: WPM	FLD. BK. X	PG. X
		SHEET 1 OF 8

PENINSULA TOWNSHIP

13235 Center Road, Traverse City MI 49686

Ph: 231.223.7322 Fax: 231.223.7117

www.peninsulatownship.com

PETER A. CORREIA
SUPERVISOR

MONICA A. HOFFMAN
CLERK

DAVID K. WEATHERHOLT
TREASURER

MARK D. AVERY
TRUSTEE

JILL C. BYRON
TRUSTEE

PENELOPE S. ROSI
TRUSTEE

WENDY L. WITKOP
TRUSTEE

MEMO

DATE: May 23, 2016

TO: Peninsula Township Board

FROM: Pete Correia, Peninsula Township Supervisor

SUBJECT: Kroupa Road End Abandonment Request

Sharon Bartone has requested that the Kroupa Road end (see map below) south of her property should be abandoned. Randy Rittenhouse, Peninsula Township Acting Fire Chief, has reviewed this request and his comments and recommendation is attached. Sharon Bartone has all the adjacent neighbors' signatures approving this closure. If this is approved by the Township Board, the closure would then go for approval by the Grand Traverse County Road Commission, and then onto the Grand Traverse County Planning Commission. If approved at all of these stages, then it would be officially closed to the public.



Deb Hamilton

From: Randy Rittenhouse [randyr@peninsulatownship.com]
Sent: Thursday, May 19, 2016 7:17 AM
To: 'Deb Hamilton'
Subject: Road end/water point

To whom it may concern,

May 19, 2016

On Tuesday May 17th, 2016 Peninsula Township Supervisor Pete Correia asked me to evaluate the road end on Kroupa Rd to see if we can use this for an emergency access. After walking this access road it is determined that we cannot use this road about half way down to the water. It has numerous trees that will need to be removed, and also the road would need a large amount of gravel, due to a large wash out down the center of the road. My only concerns are that there are three driveways that come off of this access road and one of these properties are for sale. I would like to make sure that in case of an emergency we will still be able to access each one of these properties.

Randy Rittenhouse
Fire Chief/Medical Director
Peninsula Township Fire Department
14247 Center Road
Traverse City MI, 49686
231.223.4443

From: The Treasurer's Office

5/18/2016

To: Peninsula Township Board

Re: AT&T Lease Extension Proposal

Fellow Board members:

Please find enclosed a proposal from AT&T that would extend their lease thru 2048. I have been working on this and would like to get the Town Board's input.

I will present some of the highlights of this proposal at the meeting. If you have any questions before please give me a call.

Thank You,

David K. Weatherholt DKW

Peninsula Township Treasurer



May 16, 2016

Peninsula Township
Attn: David Weatherholt
13235 Center Road
Traverse City, MI 49686

Re: AT&T Lease Expiration Program

FA # 10123807; Lease ID: 110977, TRAVMI3396, located at 14247 CENTER ROAD, TRAVERSE CITY, MI 49686

Dear David Weatherholt,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7, LLC ("Md7") to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network. AT&T has asked Md7 to provide services in administering AT&T's Lease Expiration Program (LEP). Md7 has been authorized by AT&T to correspond and discuss how the LEP program may be of benefit to you.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

What does this mean to me?

AT&T would like to work together with you in extending the current lease which the **current term is set to expire on May 31, 2018**. AT&T is willing to offer the following modifications to secure a longer-term lease with you:

- Commencing **June 1, 2018**: Rent will be **\$450.00 per month** based on regional market analysis and operational performance statistics.
- Extend the life of the lease with up to 5 renewal terms (1 term is equal to 5 years), **through May 31, 2048**.

In order to achieve the necessary lease flexibility required for upcoming technological shifts, the following language must be inserted into the existing lease:

■ Expansion of the Premises

“Landlord grants Tenant the right, to the extent practicable and on a space available basis, to enlarge the premises or to make space available on the property for Tenant so that Tenant, **not to exceed three hundred thirty-six (336) square feet**, may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, **Tenant will pay and Landlord will accept as additional Rent** under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon written notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option. Any expansion of the premises by Tenant should be done in full compliance with Peninsula Township zoning ordinance.”

■ Rental Stream Offer

“If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ~~ninety~~ ~~sixty~~ (90 60) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ~~ninety~~ ~~sixty~~ (90 60) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.”

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship for years to come. Participation in this program is optional and AT&T will continue to abide by the terms of the existing agreement, **including AT&T's rights to not extend the existing lease agreement.** After having reviewed this proposal, please contact me prior to May 25, 2016. Thank you for your consideration.

Sincerely,

Pele Lithyovong

Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o (352) 926-3903
f (858) 408-3391
plithyovong@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer

Area Manager Real Estate Transaction, AT&T Mobility



Submission of this letter does not constitute a modified agreement and is only a proposal. The parties acknowledge and agree that they intend to be bound only upon the execution of an amendment detailing the provisions herein.

Sample Amendment Template

_____ AMENDMENT TO LEASE/AGREEMENT/LICENSE

THIS _____ AMENDMENT TO LEASE/AGREEMENT/LICENSE (“_____ Amendment”) dated as of the later date below is by and between _____, successor in interest to _____, having a mailing address at _____ (hereinafter referred to as “Landlord/Licensor”) and New Cingular Wireless PCS, LLC, successor by merger to _____, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “Tenant/Licensee”).

WHEREAS, Landlord/Licensor and Tenant/Licensee (or their predecessors in interest) entered into a Lease/Agreement/License dated _____, _____, as amended by First Amendment to Lease/Agreement/License dated _____, _____, (hereinafter, collectively, the "Lease/Agreement/License"), whereby Landlord/Licensor leased to Tenant/Licensee certain Premises, therein described, that are a portion of the Property located at _____; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to extend the term of the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee, in their mutual interest, further wish to amend the Lease/Agreement/License as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord/Licensor and Tenant/Licensee agree as follows:

1. **Term.** The term of the Lease/Agreement/License shall be amended to provide that the Lease/Agreement/License has a new initial term of Five (5) years (“New Initial Term”), commencing on June 1, 2018 (“New Term Commencement Date”). As of such New Term Commencement Date, all remaining renewal terms in the Lease/Agreement/License except as set forth herein shall be void and of no further force and consequence. The Lease/Agreement/License will be automatically renewed for up to Five (5) additional Sixty (60) month terms (each an “Extension Term”) upon the same terms and conditions of the Lease/Agreement/License, as amended herein, without further action by Tenant/Licensee, unless Tenant/Licensee notifies Landlord/Licensor in writing of Tenant/Licensee’s intention not to renew the Lease/Agreement/License at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Landlord/Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant/Licensee may continue to use and exercise its rights under the Lease/Agreement/License as permitted prior to the New Initial Term.

2. **Rent.** Commencing on June 1, 2018, the Rent payable under the Lease/Agreement/License shall be Four Hundred Fifty and No/100 Dollars (\$450.00) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Payments.** The Lease/Agreement/License is amended to provide that commencing on June 1, 2018, Rent shall be fixed during the Initial Term and all Extension Term(s).

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord/Licensor and Tenant/Licensee, Landlord/Licensor agrees that Tenant/Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Acknowledgement.** Landlord/Licensor acknowledges that: 1) this _____ Amendment is entered into of the Landlord/Licensor's free will and volition; 2) Landlord/Licensor has read and understands this _____ Amendment and the underlying Lease/Agreement/License and, prior to execution of this _____ Amendment, was free to consult with counsel of its choosing regarding Landlord/Licensor's decision to enter into this _____ Amendment and to have counsel review the terms and conditions of this _____ Amendment; 3) Landlord/Licensor has been advised and is informed that should Landlord/Licensor not enter into this _____ Amendment, the underlying Lease/Agreement/License between Landlord/Licensor and Tenant/Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Paragraph/Section ___ of the Lease/Agreement/License is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant/Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # _____
Cell Site Name _____ (MI); Fixed Asset No.: 10123807
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # _____
Cell Site Name _____ (MI); Fixed Asset No: 10123807

208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord/Licensor:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

7. **Charges.** All charges payable under the Lease/Agreement/License such as utilities and taxes shall be billed by Landlord/Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord/Licensor, and shall not be payable by Tenant/Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord/Licensor. The provisions of this subsection shall survive the termination or expiration of the Lease/Agreement/License.

8. **Memorandum of Lease/Agreement/License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease/Agreement/License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease/Agreement/License and this _____ Amendment, the terms of this _____ Amendment shall control. Except as expressly set forth in this _____ Amendment, the Lease/Agreement/License otherwise is unmodified and remains in full force and effect. Each reference in the Lease/Agreement/License to itself shall be deemed also to refer to this _____ Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease/Agreement/License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this _____ Amendment on the date and year below.

LANDLORD/LICENSOR:

TENANT/LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

Memorandum of Lease/Agreement/License

_____ SPECIAL ASSESSMENT DISTRICT

ASSESSMENT AND MAINTENANCE AGREEMENT

This Agreement is dated this ____ day of _____, 2016, by and between the Grand Traverse County Road Commission, a quasi-municipal corporation, of 1881 LaFranier Road, Traverse City, Michigan, (the "Road Commission"), Peninsula Township, a Michigan township, of _____, MI 49690 ("Peninsula").

WHEREAS, Peninsula has established pursuant to Act 188 of 1954, MCL 41.21 *et seq* a special assessment district for the construction, improvement, and maintenance of a storm sewer (the "Improvement") located over real property located within Peninsula as depicted on **Attachment ____** (the "District"); and

WHEREAS, roads under the jurisdiction of the Road Commission are located within the District; and

WHEREAS, once the District is established, the Township will be responsible for the construction, improvement, and maintenance of the Improvement; and

WHEREAS, the parties desire to set forth the Township and the Road Commission's right and responsibilities in the event that the Improvement causes or is likely to cause flooding within the roads under the jurisdiction of the Road Commission; and

WHEREAS, the Road Commission desires to agree to pay a special assessment for the Improvement as set forth herein pursuant to MCL 41.734; and

WHEREAS, this Agreement is authorized under the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 *et seq* and MCL 41.734;

NOW THEREFORE, the parties in consideration of \$1.00, receipt of which is hereby acknowledged, and the mutual benefits and promises set forth herein, the parties agree as follows:

1. Special Assessment. In the event the District is established, the Road Commission shall pay an assessment as follows:

A. Basic Benefits. The Road Commission shall agree to pay a special assessment for the initial construction, maintenance, and improvement of the storm sewer in the amount of 50% of the county road benefit computed and determined under OAR 280.2. The apportionment established for the initial construction, maintenance, and

improvement of the storm sewer shall be utilized for any future assessment by the Township for subsequent maintenance or expansion of the Improvements.

B. Supplemental Benefits. For any facilities, structures, or mechanical devices which exceed the needs of the drainage district requested by the Road Commission, the Road Commission shall agree to pay a special assessment for those benefits as computed and determined under OAR 280.3. These costs will be billed separately from the Road Commission's basic benefit assessment.

2. Maintenance.

A. Routine. The Township shall provide all maintenance for the Improvements, including any portion of the improvements located within the County road right of way. In the event that routine maintenance is required that is or could cause flooding on to the roads under the jurisdiction of the Road Commission, the Road Commission may enter over and upon the lands comprising the Improvements and provide maintenance for the Improvements to eliminate the condition that is or could cause flooding on to the roads under the jurisdiction of the Road Commission if the Township fails to maintain the Improvements within 30 days after written notice of the need for maintenance.

B. Emergency. In the event that maintenance is required for the Improvements to prevent actual or imminent flooding or damage to the roads under the jurisdiction of the Road Commission, the Road Commission may immediately enter over and upon the lands comprising the Improvements and provide maintenance to the Improvement to eliminate the condition causing actual or imminent flooding or damage to the roads under the jurisdiction of the Road Commission.

C. Costs. In the event the Road Commission performs maintenance on the Improvements, the Township shall reimburse the Road Commission for the Road Commission's actual costs incurred in performing the maintenance.

3. Expansion of the District. In the event that the Improvements become insufficient or incapable of handling storm water runoff as a result of future development or additional flows into the District causing flooding onto the roads under the jurisdiction of the Road Commission, the Township shall initiate procedures to cause an expansion of the Improvements as may be necessary to handle the storm water runoff.

4. Work within County Road Right of Way. No work performed in connection with the Improvements within the roads under the jurisdiction shall be performed until a Permit to Construct, Operate, Use and/or Maintain with the Right-of-Way has been issued by the Road Commission and all work shall be subject to the terms and conditions of such Permit.

5. Not a Joint Venture. The parties do not intend this Agreement to be a joint venture.

6. Effective Date and Termination. This Agreement shall be effective on the date that the District is established by the Township and shall terminate in the event that the Improvements are established as a drainage district under the Drain Code of 1956, MCL 280.1 *et seq.*

7. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

8. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

9. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

GRAND TRAVERSE COUNTY ROAD
COMMISSION

Dated:

Carl Brown, Chairperson

Debra J.M. Hunt, Clerk

Approved as to Substance:

Approved as to Form:

Jim Cook, Road Commission Manager

Karrie A. Zeits, Road Commission Attorney

PENINSULA TOWNSHIP

Dated:

Pete Correia, Supervisor

Monica Hoffman, Clerk

PENINSULA TOWNSHIP BOARD RULES OF PROCEDURE

1.0 AUTHORITY

These rules are adopted by the Peninsula Township Board pursuant to its implied power to conduct meetings under Section 41.72a of the Compiled Laws of Michigan, as amended.

2.0 MEETINGS

2.1 Regular Meetings

The township board shall meet on the 2nd Tuesday and the 4th Monday of each month in regular session, except as otherwise provided by the township board. At its first meeting in each fiscal year, the board shall establish its schedule of regular meetings for the balance of the year. If any regularly scheduled meeting falls on a legal holiday, the regular meeting shall be held on a date determined by the township board that is not a legal holiday.

2.2 Special Meetings

The township board shall meet in special session at the call of the supervisor or upon written request of a majority of the entire township board members filed with the township clerk. No less than 18 hours before the scheduled special meeting, the township clerk, or his/her designate, shall provide each member of the board a notice of the special meeting, specifying the date, time, place, and purpose of the special meeting. With written consent of a member of the board, that member's notice may be made by email. In the absence of such written consent, notice shall be given personally to each member of the board, left at the member's usual place of residence, or otherwise delivered as authorized by law.

2.3 Emergency Meetings

Emergency meetings of the township board may be held only in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members of the board elected and serving decide that delay would be detrimental to efforts to lessen or respond to the threat.

2.4 Place of Meetings

Meetings of the township board shall be held in the township hall or township office building, as determined by the township board, unless public notice of the meeting states a different location. Whenever the regular meeting place of the board shall appear inadequate for members of the public to attend, the supervisor may change the meeting location to a larger facility in the township, or surrounding area. A notice of such change shall be prominently posted on the door of the regular meeting place. The clerk shall also give notice of the change in the meeting place in a newspaper if time permits.

2.5 Time of Regular Meetings

The time of the regular meetings will be 7:00 p.m. on the 2nd Tuesday and ~~4:00 p.m.~~ 9:00 a.m. on the 4th Monday and shall be stated in the regular schedule of meetings adopted under Rule 2.1, unless the township board by a vote of a majority of its entire membership specifies a different starting time. The township board shall not begin considering any matter on the agenda after 10:00 p.m. at the 2nd Tuesday meeting and after ~~5:00-12:00~~ p.m. at the 4th Monday meeting, 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.

2.6 Change in Schedule

Change in the regular meeting schedule shall not be made except upon the approval of a majority of the entire township board. In the event the board shall meet and a quorum is not present, the board, with the approval of those present, may only adjourn the meeting to a later day and time provided that proper notice to members and the public is given.

3.0 PUBLIC NOTICE OF MEETINGS

The township clerk, or his/her designee, shall provide the proper notice for all meetings of the township board. All such notices shall comply with the Michigan Open Meetings Act and shall be posted in a conspicuous location at the township office building visible from the outdoors and include, but not necessarily be limited to, the following:

3.1 Regular Meetings

A notice shall be posted within ten (10) days after the first meeting of the township board in each calendar year indicating the date, time, and place of the board's regularly scheduled meetings.

3.2 Schedule Change

Whenever the township board changes its regular schedule of meetings, a notice of the change in the regular meeting schedule shall be posted within three (3) days following the meeting in which the change was made.

3.3 Special and Emergency Meetings

If a special meeting of the township board is scheduled under Rule 2.2 or an emergency meeting of the township board is scheduled under Rule 2.3, then notice of such meeting shall be posted immediately. With written consent of a member of the board, that member's notice may be made by email. In the absence of such written consent, notice shall be given personally to each member of the board, left at the member's usual place of residence, or otherwise delivered as authorized by law. No meeting, except emergency meetings, shall be held until notice of the meeting has been posted at least eighteen (18) hours in advance of the meeting.

3.4 Notification to Media and Others

The township clerk, or his/her designee, shall notify, without charge, any newspaper or radio or television station of the township board's meeting schedule, schedule changes, or special or emergency meetings whenever such newspaper or radio or television station has filed with the clerk a written request for such notice. The clerk, or his/her designee, shall also notify other individuals or organizations of regular meeting schedules, changes in the schedule, or special and emergency meetings, but only upon their written request and agreement to pay the township for printing and postage expenses.

4.0 QUORUM AND ATTENDANCE

4.1 Quorum

A majority of members of the township board elected and serving (four members) shall constitute a quorum for the transaction of business of the board.

4.2 Attendance

No member of the township board may absent himself or herself without first having notified the township supervisor of his or her intent to be absent from a scheduled meeting.

5.0 MEETING AGENDAS

5.1 Agenda for Regular Meetings

The township clerk, or his/her designee, shall prepare the agenda of business for all regular township board meetings. Any member of the township board, a board or commission created by the township board, a committee of the township board, or a member of the public desiring to place a matter on the agenda shall notify the clerk's office of such item by no later than 10:00 a.m. of the preceding Wednesday for the first regular meeting of the month and no later than 10:00 a.m. of the preceding Wednesday for the second regular meeting of the month. Such items shall be placed on the agenda under Business or other agenda category as appropriate in the order they were received by the clerk's office. The township board reserves the right to alter the agenda, the order of items on the agenda, and remove items from the agenda by a majority vote of the members present at the meeting. In addition, the township board reserves the right to consider an item at a regular meeting not received by the clerk's office by the applicable deadline upon the consent of a majority of the members present.

5.2 Agenda for Special and Emergency Meetings

Whenever the township board is called into special session pursuant to Rule 2.2, the agenda shall be prepared by the township clerk, or his/her designee, and shall be included in the notice of the meeting, and no other matter shall be considered except when all members are present. The agenda for emergency meetings pursuant to Rule 2.3 shall be prepared by the township clerk, or his/her designee, and shall be provided along with the notice of the meeting to members of the township board, if time permits. At other times, the supervisor, or presiding

officer, shall declare the agenda upon the approval of a majority of the members present.

5.3 Distribution of Agenda and Materials

Upon the completion of the agenda, the township clerk, or his/her designee, shall distribute copies of the agenda together with copies of reports, explanations, etc., which relate to the matters of business on the agenda. Members of the township board shall be entitled to receive such materials no later than noon on the Thursday preceding the first regular meeting date of the month and no later than noon on the Thursday preceding the second regular meeting date of the month.

5.4 Consent Agenda – Defined

The consent agenda shall consist of those matters that the township board has determined to be “routine” and usually are matters about which the board commonly concurs. These matters include, but are not necessarily limited to, reports and announcements, correspondence, the approval of payroll and invoices for payment, the approval of minutes, the appointment of persons to township boards, commissions, and committees, the scheduling of public hearings, and other matters that the township board is required by statute or rule to approve.

5.5 Consent Agenda – Procedure

The township clerk, or his/her designee, in preparing the meeting agenda, shall list those matters under the heading of “consent agenda” and include the associated materials with those distributed to the members in accordance with Rule 5.3. At a meeting for which a consent agenda has been prepared, the board, upon the motion of a member, shall vote on the approval of the matters included under the consent agenda. Before putting the question to the members, the supervisor, or presiding officer, shall permit any member of the board or any member of the public to remove from the consent agenda any item on which he/she has questions or wishes further discussion. The supervisor, or presiding officer, shall then direct the clerk to remove such item and place it within the business portion of the meeting’s agenda. A vote shall not be required to remove a matter from the consent agenda.

5.6 Order of Business

The agenda shall be arranged in the following order:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Conflict of Interest
5. Brief Citizen Comments – for items not on the Agenda and for requests to remove items from consent agenda
6. Approve/Revise Agenda
7. Approve Consent Agenda
8. Business
9. Citizens Comments

10. Board Comments
11. Adjournment

6.0 CONDUCT OF MEETINGS (OTHER THAN ZONING PUBLIC HEARINGS)

6.1 Chair

Except as provided herein, the supervisor shall preside at all meetings of the township board. In the absence of the supervisor, the township clerk shall assume the duties of the chair. In the absence of both the supervisor and township clerk, the township treasurer shall assume the duties of the chair for the purpose of the board electing one of its members present to preside at the meeting.

6.2 Form of Address

Members of the township board wishing to speak shall first obtain the approval of the supervisor, or presiding officer. Other persons at the meeting shall not speak unless recognized by the supervisor, or presiding officer.

6.3 Rules for Citizen Comments to the Township Board

1. The public may only address the township board at the times designated on the agenda, unless otherwise recognized by the supervisor, or presiding officer.
2. Members of the public addressing the board shall take into consideration the rules of common courtesy.
3. Members of the public shall not use the public participation portions of the meeting to make personal attacks against members of the board or against other township officials or employees. If the intended comments constitute a complaint or charge brought against a member of the board or against another township official or employee alleging that the official or employee has violated a federal or state statute, or an ordinance, resolution, or policy of the township, the individual shall contact the township clerk under Rule 5.1 to request placement on the agenda. Any such complaint or charge shall be in writing and signed by the individual making the complaint or charge as required by Rule 15.2.
4. Members of the public wishing to speak shall first obtain the approval of the supervisor, or presiding officer, and each person who speaks shall address the entire board.
5. The persons addressing the board shall identify themselves for the minutes.
6. Each member of the public addressing the board may speak for three (3) minutes unless they contact the township clerk under Rule 5.1 to request placement on the agenda and specify the purpose of the presentation and length of time requested (maximum time allowed 15 minutes per speaker or group).
7. A member of the public who desires to submit a written statement shall give the statement to the township clerk prior to the commencement of the

meeting or any comments. All written statements and documents presented to the board by an individual are considered public documents and shall be retained in the record of the meeting.

8. The above provisions, however, shall in no way impair the right of the supervisor, or presiding officer, to control the meeting as presiding officer.

6.4 Disorderly Conduct

The supervisor, or presiding officer, shall call to order any person who is being disorderly by speaking or otherwise disrupting the proceedings, by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such person shall thereupon be seated until the supervisor, or presiding officer, has determined whether the person is in order. If a person so engaged in a presentation is ruled out of order, he or she shall not be permitted to speak further at the same meeting except upon special leave by the township board. If the person continues to be disorderly and to disrupt the meeting, the supervisor, or presiding officer, may request the sheriff, a deputy sheriff, or other police officer to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting. The township board shall also have the right to adjourn the meeting if it is interrupted due to the disorderly conduct of any person.

7.0 RECORD OF MEETINGS

7.1 Minutes and Official Records

The township clerk, or recording secretary, shall be responsible for taking the minutes of each meeting of the township board. The minutes shall include all the actions and decisions of the board with respect to substantive (non-procedural) motions. The minutes shall include the names of the mover and seconder and the vote of the members. The record shall also state whether the vote was by voice or by roll call; when by roll call, the record shall show how each member voted. The township clerk, however, shall be responsible for maintaining in his/her office the official minutes and records of the township board and copies of each resolution and ordinance or other matter acted upon by the board. The official minutes, however, may refer to those matters by an identifying number and the descriptive title of the ordinance, resolution, or other matter.

7.2 Record of Discussion

Except for zoning public hearings conducted under Rule 8.0 below which require that the minutes reflect a detailed summary of all comments made during the public hearing, the clerk or recording secretary shall not be responsible for maintaining a written record or summary of the discussion or comments of the members of the township board nor of the comments made by members of the public. The clerk or recording secretary, however, shall be responsible for making an audio tape recording of each regular meeting of the board. Each such recording shall be maintained in the office of the clerk until the minutes are transcribed and formally approved by the board. Thereafter, the recording may

be erased or destroyed, unless the recording is pertinent to any pending or reasonably anticipated legal proceeding.

7.3 Request for Remarks to Be Included

Any member of the township board may have his or her comments printed as part of the record upon the concurrence of a majority of the other members present. Comments to be included in the record shall be provided in writing by the member.

7.4 Public Access to Meeting Records

The township clerk shall make available to members of the public the records and minutes of the township board meetings in accordance with the Michigan Open Meetings Act and the Michigan Freedom of Information Act. Minutes of board meetings, prepared but not approved by the board, shall be available for public inspection not more than eight (8) business days following the meeting. Minutes approved by the board shall be available within five (5) business days of the meeting at which they were approved. Within twenty-one (21) days after a meeting of the township board, the township clerk shall publish in a newspaper of general circulation within the township either the entire minutes of the board meeting or a synopsis of the board meeting prepared by the township clerk and approved by the supervisor showing the substance of each separate decision of the board and the vote of each member on those decisions.

8.0 CONDUCT OF ZONING PUBLIC HEARINGS.

8.1 Public Hearing Procedure

The procedure for a zoning public hearing of the township board shall be as follows:

1. The supervisor, or presiding officer, shall open the public hearing by announcing the matter to be heard and by summarizing the standards or other regulations of the zoning ordinance on which the township board's decision must be based.
2. When the township planning commission has made a recommendation to the township board concerning the zoning matter before the board, the township board shall pass a motion incorporating by reference into the township board record the prior planning commission minutes and all evidence and exhibits compiled by the planning commission concerning the zoning matter before the board.
3. Determination by the supervisor, or presiding officer, whether a time limitation will be imposed on members of the public wishing to address the township board during the public hearing.
4. Staff report, if applicable.
5. Compilation of list of any additional exhibits (not presented to the planning commission) to be considered by the township board when making its decision.

6. Presentation by the applicant or applicant's attorney or other agents.
7. Correspondence not previously presented to the planning commission and/or persons speaking in favor of the application.
8. Correspondence not previously presented to the planning commission and/or persons speaking in opposition to the application.
9. Rebuttal comments by the applicant or applicant's attorney or other agents.
10. Supervisor, or presiding officer, declares public hearing portion of the case closed.
11. The township board begins its deliberations on the case.
 - a. During deliberations the township board may solicit information from the applicant, applicant's attorney or other agents, or from members of the public. However, the solicitation of additional information shall not be construed as the reopening of the public hearing, unless so declared by the supervisor, or presiding officer. If the public hearing portion of the case is reopened, then the procedures for the original public hearing shall be followed.
 - b. During deliberations the township board shall also specify in writing the findings of fact on which it bases its decision or may adopt by reference the findings of fact made by the planning, either with or without modifications.
 - c. If during deliberations the township board determines that additional information is needed to make its decision, it may adjourn the case to a specific time, date, and place to receive that additional information. At the adjourned time, date, and place, the public hearing portion of the case shall be reopened, but only to receive the requested additional information and other information relevant to that issue.
12. At the conclusion of its deliberations, the township board shall adopt a motion documenting its decision.

8.2 Members of the Public

Members of the public wishing to address the township board during a public hearing shall first be recognized by the supervisor, or presiding officer, and each person who speaks shall state his or her name and shall address the entire township board.

8.3 Limitation of Public Comments during Public Hearings

Prior to opening a public hearing, the supervisor, or presiding officer, shall determine the number of individuals from the general public who may desire to address the township board during the public hearing. Based on this determination, the supervisor, or presiding officer, may establish a reasonable time limitation for each member of the general public when addressing the township board during the public hearing. Members of the general public expressing a desire to address the township board may transfer their allotted time to another individual, who may act as a spokesperson for the group.

Provided, however, the time limitations imposed under this section shall not be less than three minutes for an individual and not less than five minutes for a group. Provided further, the time limitations imposed pursuant to this section shall not apply to the applicant or the applicant's attorney or other agents, since the applicant has the burden of proof on the matter before the township board.

8.4 Written Statements Submitted by the Public

All written statements and documents presented during a public hearing which are intended to be included in the public hearing record should be given to the township clerk prior to the commencement of the public hearing. All written statements and documents presented to the township board by an individual are considered public documents and shall be retained in the public record of the meeting.

8.5 Disorderly Conduct at Meetings

Individuals addressing the township board during a public hearing should take into consideration the rules of common courtesy. The comments by members of the public cannot be used to make personal attacks against members of the township board or township staff. The supervisor, or presiding officer, may call out of 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 supervisor, or presiding officer, 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 public hearing, except by a majority vote of the township board members present. If the person continues to be disorderly to the extent that the township board cannot continue to conduct the public hearing or its deliberations, the supervisor, or presiding officer, 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 township board shall have the right to adjourn the meeting if it is interrupted due to the disorderly conduct of any person. No person shall be removed from a public hearing, except for an actual breach of the peace committed at the hearing.

8.6 Rehearings

1. Except as provided in this subsection and the Peninsula Township Zoning Ordinance, a decision of the township board concerning an administrative, discretionary zoning decision (SUP) shall be final. The township board may grant a rehearing under exceptional circumstances for any administrative, discretionary zoning decision made by it. Exceptional circumstances shall mean any of the following:
 - a. The applicant who brought the matter before the township board made misrepresentations concerning a material issue which was relied upon by the township board in reaching its decision.
 - b. There has been a material change in circumstances regarding the township board's findings of fact which occurred after the public hearing.

- c. The township attorney by a written opinion states that in the attorney's professional opinion the decision made by the township board or the procedure used in the matter was clearly erroneous.
2. A rehearing may be requested by the applicant or by township staff, or a rehearing may be granted by the township board on its own motion, pursuant to the following procedure:
 - a. A request for a rehearing which is made by an applicant or by township staff must be made within twenty-one (21) days from the date of approval of the township board's minutes regarding the decision for which the rehearing is being requested.
 - b. A request for a rehearing made by township staff or a rehearing granted by the township board on its own motion may be granted at any time as long as the applicant has not been prejudiced by any delay.
 - c. Whenever the township board considers granting a rehearing, it shall provide written notice to the applicant that a rehearing will be considered. The notice may be served upon the applicant by first class mail at the applicants' last known address, or may be served personally on the applicant. The notice must be served at least nine (9) days before the time set for the hearing if served by mail, or at least seven (7) days before the time set for the hearing if served by personal service. Service by mail shall be complete upon mailing. In addition to serving the above notice on the applicant, all other notice requirements for the type of decision being heard shall be completed before the township board holds a hearing at which it considers whether to grant a rehearing.
3. If the township board grants a rehearing, then the rehearing on the merits shall not be held until all notice requirements for the type of decision being reheard have been satisfied.

9.0 CONFLICTS OF INTERESTS

9.1 Nonzoning Matters

A member of the township board shall declare a conflict of interest in connection with a nonzoning matter pending before the township board and shall disqualify himself or herself from deliberating and voting on the matter when any of the following circumstances exist:

1. The township board member or the member's spouse; the member's parent or child (regardless of where they reside); or any relative or individual who resides in the member's household has a pecuniary interest in the outcome of the matter.
2. A non-pecuniary matter before the township board, including but not limited to personnel matters, involves the child, grandchild, great-grandchild, parent, grandparent, great-grandparent, brother, sister,

nephew, niece, aunt, or uncle of the township board member or the member's spouse.

3. The township board member concludes in good faith that because of prior business or personal relationships with the individual involved in the matter before the township board, or for other reasons, the member cannot decide the matter in a fair and unbiased manner and in furtherance of the township's best interests.
4. The township board member's participation in the matter would be in violation of the Peninsula Township Code of Ethics.

9.2 Zoning Matters

A member of the township board shall declare a conflict of interest in connection with a zoning matter pending before the township board and shall disqualify himself or herself from deliberating and voting on the matter when any of the following circumstances exist:

1. The applicant is the township board member, the member's spouse, or the child, grandchild, great-grandchild, parent, grandparent, great-grandparent, brother, sister, nephew, niece, aunt, or uncle of the township board member or the member's spouse.
2. The township board member or the member's spouse; the member's parent or child (regardless of where they reside); or any relative or individual who resides in the member's household has a pecuniary interest in the outcome of the matter.
3. The township board member or the member's spouse resides on or has an ownership interest in land within 300 feet of the parcel regarding which the decision is to be made.
4. While being a member of the township board the township board member has made statements or taken any action outside the formal decision-making process that would suggest that he or she has prejudged the matter before the township board or would in any way preclude him or her from affording the applicant and the public a fair hearing.
5. If the township board member has expressed an opinion concerning a matter before the township board prior to becoming a member of the township board and cannot in good faith set aside that prior opinion and decide the matter based on the information provided at the public hearing and the zoning ordinance requirements.

6. The township board member concludes in good faith that because of prior business or personal relationships with the applicant or with other participants in the public hearing process, or for other reasons, he or she cannot afford the applicant and the public a fair hearing.
7. The township board member's participation in the matter would be in violation of the Peninsula Township Code of Ethics.

10.0 COMMITTEES

10.1 Standing Committees; Establishment; Appointment

The township board hereby creates two standing committees, entitled "Personnel Committee" and "Public Utilities Committee." Each standing committee shall be composed of three (3) members of the township board. The members of each standing committee shall be appointed by the township board and shall serve for a term of one (1) year.

1. Except as provided herein, the Personnel Committee shall be responsible for evaluating, resolving and making recommendations to the township board regarding all township personnel matters, including but not limited to, the appropriate number of township employee positions, job descriptions for township employee positions, appropriate compensation for township employee positions, the township personnel policies, workplace safety issues, the interview and selection of candidates for employment with the township, periodic employee evaluations in conjunction with that employee's immediate supervisor, and issues related to employee discipline in conjunction with that employee's immediate supervisor or to consider complaints made against or involving township employees. Provided, however, the Personnel Committee shall have no responsibilities concerning township employees to the extent the township board has delegated its personnel responsibilities over those employees to another board or committee, as authorized by law.
2. The Public Utilities Committee shall be responsible for evaluating, resolving and making recommendations to the township board regarding all township utility matters, including but not limited to, sewer, water, rights-of-way, and tower questions.

10.2 Ad hoc Committees; Establishment; Appointment

If deemed advisable, the township board by a vote of a majority of the entire township board may establish ad hoc committees. At the time an ad hoc committee is established, the township board shall specify the number of and appoint the committee members, which shall not be limited to members of the township board, shall define the responsibilities of the committee, and shall specify the duration of the committee, which can be extended by a vote of a

majority of the entire township board. The township board by a vote of a majority of the entire township board may at any time dissolve an ad hoc committee or may relive the committee from further consideration of any matter originally included in its defined responsibilities.

10.3 Committee Meetings

A majority of the members of a committee shall constitute a quorum. Each committee shall comply with the provisions of the Michigan Open Meetings Act and the Freedom of Information Act.

10.4 Exercise of Governmental Function

A committee shall not exercise a governmental function as defined by the Michigan Open Meetings Act in a meeting not open to the public unless the act permits the action to be considered in a meeting closed to the public. The responsibility of each committee is to make recommendations to the township board and to report matters considered and rejected as well as those considered and recommended.

11.0 CLOSED MEETINGS

11.1 Vote Required

The vote to hold an executive meeting shall be recorded in the minutes of the meeting at which the decision was made.

11.2 Grounds for Closed Meeting; 2/3 Vote

The township board may hold a meeting closed to members of the public upon the motion of any member and roll call approval by two-thirds of the entire members for the following purposes:

1. To consider the purchase or lease of real property, until an option to purchase or lease that property is obtained.
2. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the township.
3. To meet with an attorney to consider the attorney's written opinion.
4. To review the specific contents of an application for employment to a township position and the applicant requests that the application remain confidential. Whenever the personnel committee or township board meets to interview an applicant, the meeting shall be open to the public.

11.3 Grounds for Closed Meeting; Majority Vote

The township board may also hold a closed meeting upon the motion of any member and roll call approval by a majority of the entire members 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. If the person rescinds his/her request for a closed meeting the matter at issue shall thereafter be considered only in open public meeting.
2. To consider strategy connected with the negotiation of a collective bargaining agreement.

11.4 Minutes, Closed Meetings

For each closed meeting, the township clerk or recording secretary shall make a separate record of the topics discussed. This record shall not be disclosed to the public except upon the order of a court. The township clerk shall destroy the minutes after one year and one day have passed after the meeting at which the board approved the minutes of the meeting at which the board voted to hold the closed meeting.

12.0 PROCEDURAL MOTIONS AND RESOLUTIONS

12.1 Statement by Supervisor, or Presiding Officer; Motions; and Resolutions

No motion or resolution shall be entertained unless the same is seconded. No motion or resolution shall be adopted until the supervisor, or presiding officer, states the motion. All motions, except procedural motions and resolutions, may be required to be in writing upon the demand of any member. A request to recess for the purpose of writing out a motion or resolution shall be in order.

12.2 Non-debatable Motions

The motions to fix the time of the next meeting, adjourn, recess, point of privilege, to table, vote immediately, limit or extend debate shall be ordered and voted upon without debate.

12.3 Motion to Reconsider

The motion to reconsider shall be in order on any question that the township board has decided, but no question shall be reconsidered more than once. The motion to reconsider shall be in order on the same day as the vote to be

reconsidered was taken or at the next succeeding meeting at which the question may lawfully be raised. The motion to reconsider shall be made only by a member who voted with the prevailing side. A motion to reconsider a motion to amend shall not be in order if the main question has been voted upon. If the board has adopted a motion to reconsider, however, motions to amend shall be in order.

12.4 Motion to Clear the Floor

The motion to clear the floor may be made by the supervisor or a member, whenever procedural matters have become sufficiently confused. If the motion to clear the floor has been adopted, it shall clear the floor of all motions as though they had been withdrawn. The motion shall not be subject to debate nor, if adopted, to reconsideration.

12.5 Temporary Suspension of the Rules

These Rules may be suspended temporarily at any time by vote of two-thirds of the members elected and serving to achieve any legal objective of the township board in a legal manner.

12.6 Appeal Rulings of the Supervisor, or Presiding Officer,

Any member of the township board may appeal the procedural ruling of the supervisor, or presiding officer. On all appeals receiving a second, the question shall be, "Shall the procedural decision of the supervisor, or presiding officer, stand as the decision of the township board?"

13.0 VOTING

13.1 Abstaining from Voting

Except as provided herein, whenever the supervisor, or presiding officer, puts a question to the township board, every member present shall vote on the question. No member present shall abstain from voting "yes" or "no". Provided, however, if a township board member has a conflict of interest, 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 township board may, by majority vote of the members present, adjourn the matter under consideration to a specific time, date, and place in order to obtain a written opinion from the township attorney. Once the conflict of interest is declared or confirmed, the township board member with the conflict of interest shall abstain from participating and voting in the matter under consideration.

13.2 Roll Call Votes

The names and votes of members shall be recorded on board actions to adopt final measures such as ordinances, resolutions, appointment or election of

- officers, etc. A roll call vote shall be taken on other motions and actions at the request of any board member.

13.3 Votes Required

Except as provided elsewhere in these Rules and except for those decisions required by statute to have a higher majority, procedural and other questions arising at a meeting of the township board shall be decided by a majority of the members present. A majority of the members elected and serving shall be required for final passage or adoption of an ordinance, resolution, or the allowance of a claim.

14.0 PARLIAMENTARY AUTHORITY

Generally, *Robert's Rules of Order, Newly Revised* (10th Edition) shall govern all questions of procedure not otherwise provided by these Rules or by state or federal law. The township attorney shall serve as the board's parliamentarian and shall advise the supervisor, or presiding officer, regarding the Rules of Procedure.

15.0 MISCELLANEOUS PROCEDURES

15.1 Distribution of Correspondence

All correspondence received by the township supervisor, township clerk or township treasurer shall be distributed to all members of the township board either as part of the township board meeting agenda materials or independent of the meeting agenda materials, whichever method is the most efficient, given the urgency of the correspondence.

15.2 Personnel Complaint Procedures

Any complaint against a township employee or official to be considered by the township board shall be in writing and signed by the individual making the complaint. A copy of this written complaint shall be given to the employee or official prior to the township board meeting at which the complaint will be considered. The township employee or official shall then be given the opportunity to request a closed meeting of the township board to consider the complaint against that employee or official, as authorized by the Michigan Open Meetings Act.

16.0 AMENDMENTS

These Rules of Procedure may be added to, amended or repealed in whole or in part. Proposed changes to these Rules of Procedure must be submitted in

writing to the members of the township board at least one (1) month in advance of the meeting at which the proposed changes will be considered. A majority vote of the entire regular township board shall be required to amend these Rules of Procedure.

17.0 SEVERABILITY

If any section, provision or clause of these Rules of Procedure or the application thereof to any person or circumstance shall be invalid, such invalidity shall not effect any remaining portion or application of these Rules of Procedure which can be given effect without the invalid portion or application.

The Peninsula Township Board Rules of Procedure were adopted by the Peninsula Township Board at its meeting held on _____, 2013.

Monica A. Hoffman, Clerk

PENINSULA TOWNSHIP
Resolution No. #2 of 2010 - 11 - 09

At a regular meeting of the Peninsula Township Board held in the Peninsula Township Hall, located in Peninsula Township, Grand Traverse County, Michigan, on November 9, 2010.

PRESENT: Rosi, Wilson, Weatherholt, Hoffman, Byron, Horton & Manigold

ABSENT: None

The following resolution was made by Hoffman and seconded by Byron, to-wit:

Recitals

WHEREAS, one of the most important roles of township government is to foster public confidence in the decisions made by elected and appointed township officials;

WHEREAS, public confidence in the decisions of township government is enhanced when public officials avoid both actual conflicts of interest and the appearance of conflicts of interest;

WHEREAS, the establishment of a Code of Ethics for elected and appointed township officials which specify standards of conduct will assist those elected and appointed officials in avoiding circumstances that could negatively impact public confidence in the decisions those officials are called upon to make; and

WHEREAS, the Peninsula Township Board desires to adopt a Code of Ethics for all elected and appointed township officials by the adoption of this resolution.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Peninsula Township Board hereby establishes the following Code of Ethics which shall be applicable to all elected and appointed officials of Peninsula Township:

**PENINSULA TOWNSHIP
CODE OF ETHICS**

- A. All elected and appointed officials of Peninsula Township (township officials) shall abide by all of the following standards of conduct when discharging the duties of their respective offices:
1. Township officials shall treat each other and members of the public appearing before them with respect, fairness, and sincerity.

2. Township officials shall discharge the duties of their respective offices in accordance with prescribed constitutional, statutory, and regulatory procedures and shall apply the laws and policies of the township in an evenhanded manner without partiality, favoritism, or dishonesty and not for personal gain or benefit.
3. Township officials shall not divulge to any unauthorized person confidential information acquired in the course of their duties in advance of the time prescribed for its authorized release to the public.
4. Township officials who acquire confidential information in the course of their duties that is not available at the time to the general public shall not use such information to further their private interests or the private interests of another person.
5. Township officials shall not represent their personal opinions as that of Peninsula Township or the township board, committee, commission, or board on which they serve, unless expressly authorized to do so.
6. Township officials shall not, directly or indirectly, make use of or permit others to make use of township property, equipment, vehicles, or supplies of any kind for personal gain or benefit.
7. Township officials shall not, directly or indirectly, solicit or accept any gift or a loan of money, goods, services or other thing of value which tends to influence or creates the appearance that it influences the manner in which they perform their official duties or is intended or has the appearance of being intended as a reward for any official act on their part.
8. Township officials shall not engage in or accept employment or render services that are incompatible or in conflict with the discharge of their official duties or that tends to impair their independence of judgment when discharging their official duties.
9. Except as permitted under the Contracts of Public Servants with Public Entities Act, MCL 15.321, et seq., township officials shall not, directly or indirectly, solicit or be a party to a contract between themselves and Peninsula Township and shall not solicit a contract between an entity in which they have a financial or personal interest and Peninsula Township.
10. Township officials shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates or other regulation or supervision relating to any business entity in which they have, directly or indirectly, a financial or personal interest.
11. Township officials shall not participate in and vote on decisions in which the member's immediate family has, directly or indirectly, a financial or personal interest. For purposes of this paragraph "immediate family" means that member's spouse and children.

12. Township officials shall not participate in and vote on land use decisions when they reside on or have an ownership interest in land within 300 feet of the parcel regarding which the decision is to be made.
13. When making discretionary, administrative decisions, including but not limited to land use decisions, township officials shall refrain from making statements or taking any actions outside the formal decision-making process that would suggest they have prejudged the matter before them or would in any way preclude them from affording the applicant and the public a fair hearing.
- B. A willful violation of these standards of conduct may be grounds for removal of an appointed township official following procedures required by law.

YES: Hoffman, Byron, Rosi, Weatherholt & Manigold

NO: Horton & Wilson

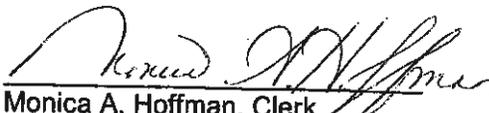
RESOLUTION DECLARED ADOPTED.

PENINSULA TOWNSHIP

By: 
Robert K. Manigold, Supervisor

I, the undersigned, the Clerk of Peninsula Township, Grand Traverse County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by said municipality of Grand Traverse County at its regular meeting held on November 09, 2010, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: 11/9/10


Monica A. Hoffman, Clerk

April 4, 2016

PENINSULA TOWNSHIP

Payment for the bond issued as indicated below will be made on: May 1, 2016

ISSUE: GRAND TRAVERSE MICHIGAN - TRAVERSE CITY
WASTEWATER TREATMENT PLANT
UPGRADE BONDS
FUNDS #334
DUE 5/1/2016

	AMOUNT	% SHARE	AMOUNT DUE
Principal (3.6% of Remaining 40% of Remaining Bond Payment)	1,688,049.00	1.50%	25,320.74
Interest (3.6% of Remaining 40% of Remaining Bond Payment)	266,273.05	1.50%	3,994.10
Fees (3.6% of Remaining 40% of Remaining Bond Payment)	143.06	1.50%	2.15
			0.00
			0.00
	<hr/>		<hr/>
	1,954,465.11		29,316.98
DPW Hoch Road / Septage Portion (4.63% of Total Payment)	81,951.00		
DPW Hoch Road / Septage Interest (4.63% of Total Payment)	12,926.95		
DPW Hoch Road / Septage Fee Portion (4.63% of Total Fees)	6.95		
Hoch Rd Total	<hr/>		
	94,884.90		
Total Bond Payment	<hr/>		
	2,049,350.00		

Your total amount due:

29,316.98

Please send a check at least 5 days prior to the due date. Make check payable to:

Grand Traverse County Treasurer
400 Boardman Avenue
Traverse City, MI 49684

Sincerely,

Heidi Scheppe
Heidi M. Scheppe, County Treasurer
Grand Traverse County

*95,400 = \$27,968.40 591-
4.6% = \$1,348.58 - 590 -*

April 4, 2016

PENINSULA TOWNSHIP

Payment for the bond issued as indicated below will be made on:

May 1, 2016

ISSUE: GRAND TRAVERSE COUNTY
 ACME - EAST BAY - PENINSULA TOWNSHIPS
 WATER AND SEWER SYSTEM PROJECT BONDS
 SERIES 2003
 FUND #336
 DUE 5/1/2016

	AMOUNT	% SHARE	AMOUNT DUE
Matured Bonds:	0.00		0.00
Coupon Interest:	19,710.00		4,946.70
Fees:	<u>150.00</u>	25.09743%	<u>37.65</u>
	19,860.00		4,984.35

Your total amount due:

4,984.35

Please send a check at least 5 days prior to the due date. Make check payable to:

Grand Traverse County Treasurer
 400 Boardman Avenue
 Traverse City, MI 49684

Sincerely,



Heidi M. Scheppe, County Treasurer
 Grand Traverse County

800 = \$3987.48 - 591 -
 2000 = \$9968.7 - 590

April 4, 2016

PENINSULA TOWNSHIP

Payment for the bond issued as indicated below will be made on:

May 1, 2016

ISSUE: GRAND TRAVERSE COUNTY
GARFIELD AND PENINSULA TOWNSHIPS
STATE OF MICHIGAN - SEWER AND WATER
IMPROVEMENT PROJECT
BONDS SERIES 2004
FUND #339
DUE 5/1/2016

	AMOUNT DUE
Matured Bonds:	
Coupon Interest:	9,765.00
Less cash on hand:	<u>0.00</u>
	9,765.00
Balance on hand:	
	<u>0.00</u>
Adjusted total	
Your total amount due:	<u>9,765.00</u>

Please send a check at least 5 days prior to the due date. Make check payable to:

Grand Traverse County Treasurer
400 Boardman Avenue
Traverse City, MI 49684

Sincerely,



Heidi M. Scheppe, County Treasurer
Grand Traverse County

03⁰⁰ = \$2,245.95
77⁰⁰ = \$7,519.05

Leonardo's Tree Service, Inc.
 PO Box 1915
 Traverse City, MI. 49685-1915

Quote

Date	Quote #
4/29/2016	02-854

Name / Address
Deb Taylor deputyclerk@peninsulatownship.com

Area
Job Notes1
Job Notes
Job Location

Phone #	E-mail

Description	Qty	Total
<p>Take down the 2 remaining stalks of this Red Oak tree. Stump to remain 4' tall. Chip tops, haul wood to same off-site location. Adjacent headstones to be removed/replaced by sexton. Sexton to best determine our path of access and drop zone for dismantling these trunks without damaging graves.</p> <p>**If Twp prefers a return trip next fall to remove the 2 standing trunks cost to be \$3300.</p> <p>Thanks for considering Leonardo's.</p> <p>Paul Wiley, Owner 231-342-1912</p> <p>Leonardo's Tree Service, Inc.</p>		2,900.00

Consider this quote good for 15 days.	Total	\$4,200.00
---------------------------------------	--------------	------------

Leonardo's Tree Service, Inc.

PO Box 1915
 Traverse City, MI. 49685-1915

Quote

Date	Quote #
4/29/2016	02-854

Name / Address
Deb Taylor deputyclerk@peninsulatownship.com

Area
Job Notes1
Job Notes
Job Location

Phone #	E-mail
---------	--------

Description	Qty	Total
Bohemian Cemetery Tree removal Project: Clean up fallen Red Oak trunk. Chip tops. Haul wood to location determined by Bob Wilkins, 633-2592. Including clean up of damaged/broken tree debris in fall path of this trunk. Take down one 12" White Pine with severe woodpecker damage. Haul away.		1,300.00

Consider this quote good for 15 days.	Total
---------------------------------------	--------------



12776 S. Maple City Road
Maple City, MI 49664

Estimate

Date	Estimate #
4/19/2016	3819

Customer Billing Address
Peninsula Township Attn: Bob Wilkinson 13235 Center Road Traverse City, MI 49686

Work Location
Cemetery Right Next To 1601 Neahtawanta

By signing or verbally approving this proposal you are stating that you own and/or have authority to make decisions on the tree(s) we will be servicing. Thank you for your business, we appreciate it very much!
Tom, Josh, Jack & Patrick Deering

Customer Phone	Customer Alt. Phone
231-633-2592	

Description
-Remove Storm Damaged Multi-Stemmed Oak -Remove Other Small Downed Trees That Oak Had Landed On -Haul Everything Off Site -Grind Stump & Leave Grindings On Site Estimated Price: \$6,500.00 Estimated By: Josh Deering

Please Note: Our guarantee on trees is only valid if the irrigation is done to our specifications. MISS DIG will be contacted for flagging of underground utilities a minimum of 72 hours prior to work beginning. WE ARE NOT responsible for any damages to UNMARKED private utilities, dog fences, septic lines, satellite dishes, etc.

Total	\$6,500.00
--------------	-------------------

Authorization To Proceed With Estimated Tree Work: _____

Phone #	Fax #	Email
231-228-6492	231-228-7492	deertreeserv@aol.com

QUOTE

INVOICE

Helsel's Tree Service

Eric Helsel
320 Rose St.
Manton, MI 49663



DATE	CUST. ORDER NO.	SHIP WHEN	SHIP VIA	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	TERMS	F.O.B.	SALESPERSON
TYPE	QUANTITY	DESCRIPTION	PRICE	EXTENSION	AMOUNT		
		Remove broken oak and 2 standing oak parts					
		Remove wood, brush			2500		
		Remove pine tree					
		bohemian cemetery					
Net 30 days. After 30 days a 10% service charge will be added.							



John Divozzo <jdivozzo@grandtraverse.org>

Monday May 23, 2016

DPW Items on the Township Meeting Agenda (~~Monday March 28th~~)

1 message

John Divozzo <jdivozzo@grandtraverse.org>
To: Pete Correia <Supervisor@peninsulatownship.com>

Tue, Mar 22, 2016 at 5:31 PM

Pete,

I am more than willing to answer any questions you may have on the items we have presented to the Township for approval. Below is a brief summary of each item and a statement of what is needed by the Township - the items are presented in order of complexity.

1. Sewer System Budget Amendments

The City recently replaced 4 of the 8 membrane trains at the wastewater treatment plant; 1 in 2014 and 3 in 2015. Special revenue at the treatment plant paid for the first train; the three trains replaced in 2015 were not budgeted and therefore expenditures exceeded approved limits. This budget amendment for \$54,421 covers Peninsula's share of the total \$1.334M project.

The second budget amendment is to allow for a fifth membrane to be replaced in 2016; again this was not a budgeted project because the City just recently informed us of their timeframe for installation of membrane trains 5, 6, 7 and 8. This amendment will update our current budget to allow the project to move forward. Peninsula's share is \$15,600.

2. Bill of Sale (Sharing Agreement)

This document is the final step in pooling our collective capacity at the wastewater treatment plant; the attorneys have recommended a formal document assigning all the capacity to the BPW who then divide amongst the five townships as needed. Peninsula does retain its original purchased capacity as a minimum. See attached memo regarding the bill of sale.

3. 2015 Technical Specifications

I attached a summary of all the changes; a hard copy of the revised specifications was provided earlier, but let me know if you need additional copies. In brief, the BPW is recommending minor changes to the specs such as updating turn over requirements to include electronic submittal of as-built drawings, requiring easements to be included and providing a template and including a checklist of turn over requirements, allowing compression and ferro fittings with DPW/Township approval, updating all of the standards referenced in the specs, and updating the detail sheets on major appurtenances for water and sewer.

These revisions are recommended by staff and our consultants.

4. Cross Connection Program and Ordinance Revisions

The MDEQ is requiring an update to the Township Water Service and Use Ordinance Number 25 to meet current regulations; at the same time, it was recommended that the township adopt its own cross connection program that reduces the frequency for testing of non-high hazard devices. This reduces the frequency of testing on residential irrigation assemblies, if not removed from service annually.

These are minor changes to the overall program, with the main change being eliminating the annual testing requirement and implementing a schedule less burdensome to homeowners.

If you were looking for more detailed information or need copies of any document, please do not hesitate to [contact me](#)

5. New Truck with Crane budget Amendment



John Divozzo <jdivozzo@grandtraverse.org>

DPW Explanation of Budget Amendment

1 message

John Divozzo <jdivozzo@grandtraverse.org>

Wed, Feb 3, 2016 at 4:18 PM

To: Pete Correia <Supervisor@peninsulatownship.com>

Cc: Dianne Thompson <DThomps2@grandtraverse.org>

Pete,

The DPW submitted a budget amendment for Township approval that authorizes us to continue to pay the Traverse City invoices for wastewater treatment and for installation of three membranes at the WWTP (treatment plant).

The amendment includes two (2) items: 1) additional treatment costs and 2) membrane installation.

The additional treatment costs were explained by the City as maintenance costs that have exceeded budget amounts.

The membrane installation is a major expenditure that was not included in the DPW/Township 2015 budget, but is a contractual obligation. The budget amendment includes payment of the entire project, even though we have not received all of the invoices, yet. The project and cost have been approved by the BPW/Township, we are just asking for a change to the budget to allow the payment of these costs.

If you have any questions, please do not heistate to call.

Thank you.

John D.

—

John Divozzo, Director
Grand Traverse County DPW
2650 LaFranier Road
Traverse City, MI 49686
(231) 995-6039
(231) 929-7226 fax

CONFIDENTIALITY NOTICE: This email is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If you are not the intended recipient or an agent responsible for the delivering it to the recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify me immediately by E-mail at the address shown and delete the original message. Thank you.

GRAND TRAVERSE COUNTY
BOARD OF PUBLIC WORKS
2650 LAFRANIER ROAD
TRAVERSE CITY MI 49686
231/995-6039 fax 231/995-6053

Date: December 2, 2015

BOARD OF PUBLIC WORKS

ACME, EAST BAY, ELMWOOD, GARFIELD & PENINSULA TOWNSHIPS:

Budget Amendment: Additional WWTP Treatment costs as invoiced by the City of Traverse City and to cover the cost of the WWTP Membrane Purchase & Installation Project and Increase Local Grants 582.00 in the same amount. (Local grants are the amount the township agrees to reimburse the County for any invoices that the County pays on the township's behalf related to water or sewer expenditures.)

Line item 925.99 Sewer System Disposal and 582.00 Local Grants

		2015 Treatment Cost	WWTP Membranes	Total
Acme Sewer	690-444	\$ 30,960.00	\$127,600.00	\$ 158,560.00
East Bay Sewer	690-445	\$ 44,915.00	\$224,400.00	\$ 269,315.00
Elmwood Sewer	690-449	\$ 21,980.00	\$ 83,600.00	\$ 105,580.00
Garfield Sewer	690-446	\$121,531.00	\$614,900.00	\$ 736,431.00
Peninsula Sewer	690-451	\$ 14,821.00	\$ 39,600.00	\$ 54,421.00
Hoch Road	590-470	<u>-\$ 118.00</u>	<u>\$ 9,900.00</u>	<u>\$ 9,782.00</u>
				\$1,334,089.00

Total Budget Amendment amount is \$1,334,089.00.

Board Approvals are noted on the next page.

After approval by Board of Public Works, submit to Townships for approval. Townships should return the second page signatures to the attention of Dianne Thompson at the DPW.

Board of Public Works

Resolved that the proposed budget amendment is hereby approved and recommended to Acme, East Bay, Elmwood, Garfield and Peninsula Township(s) to approve the same.


Jay Zollinger, Chairperson

The undersigned hereby certifies that he is the Secretary of the Grand Traverse County Board of Public Works and that the foregoing resolution was adopted by the Board of Public Works upon the date set forth below.

Date of Approval: 12-10-15


Chuck Korn, Secretary

Township Board

Resolved that the proposed amendment to the Township's budget administered by the Grand Traverse County Board of Public Works be and hereby is approved.

1. **Acme Township** _____
Supervisor Clerk

Date: _____
2. **East Bay Township** _____
Supervisor Clerk

Date: _____
3. **Elmwood Township** _____
Supervisor Clerk

Date: _____
4. **Garfield Township** 
Supervisor Clerk

Date: _____
5. **Peninsula Township** _____
Supervisor Clerk

Date: _____

GRAND TRAVERSE COUNTY
BOARD OF PUBLIC WORKS
2650 LAFRANIER ROAD
TRAVERSE CITY MI 49686
231/995-6039 fax 231/995-6053

Date: February 25, 2016

BOARD OF PUBLIC WORKS

ACME, EAST BAY, ELMWOOD, GARFIELD & PENINSULA TOWNSHIPS:

Budget Amendment: For one membrane replacement at the WWTP Treatment Plant which was not included in the 2016 Budget. The estimated amount to the townships is \$400,000. Also increase Local Grants 582.00 in the same amount. (Local grants are the amount the township agrees to reimburse the County for any invoices that the County pays on the township's behalf related to water or sewer expenditures.)

Line items 925.99 and 582.00 Local Grants

Acme Sewer	690-444-925.99	\$ 42,800.00
East Bay Sewer	690-445-925.99	\$ 82,400.00
Elmwood Sewer	690-449-925.99	\$ 30,800.00
Garfield Sewer	690-446-925.99	\$224,800.00
Peninsula Sewer	690-451-925.99	\$ 15,600.00
STF	590-470-925.99	\$ <u>3,600.00</u>

Total Budget Amendment amount is \$400,000.00

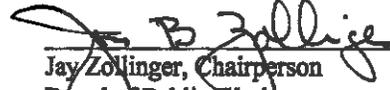
(Blair's portion of \$3,600.00 is included in the Garfield amount).

Board and Township Approvals are noted on the next page.

The Townships should return the second page signatures to the attention of Dianne Thompson at the DPW when this has been approved by the Township Board.

Board of Public Works

Resolved that the proposed budget amendment is hereby approved and recommended to Acme, East Bay, Elmwood, Garfield and Peninsula Township(s) to approve the same.


Jay Zollinger, Chairperson
Board of Public Works

The undersigned hereby certifies that he is the Secretary of the Grand Traverse County Board of Public Works and that the foregoing resolution was adopted by the Board of Public Works upon the date set forth below.

Date of Approval: _____


Pete Correia, Secretary
Board of Public Works

Township Board

Resolved that the proposed amendment to the Township's budget administered by the Grand Traverse County Board of Public Works be and hereby is approved.

1. **Acme Township** _____
Jay Zollinger, Supervisor Cathy Dye, Clerk
Date: _____

2. **East Bay Township** _____
Glen Lile, Supervisor Susanne Courtade, Clerk
Date: _____

3. **Elmwood Township** _____
Jack Kelly, Supervisor Connie Preston, Clerk
Date: _____

4. **Garfield Township** _____
Chuck Korn, Supervisor Lanie McManus, Clerk
Date: _____

5. **Peninsula Township** _____
Pete Correia, Supervisor Monica Hoffman, Clerk
Date: _____

BILL OF SALE

GRANTOR: Peninsula Township

pursuant to the Capacity Sharing Agreement entered into by the Grantor and Grantee, and for the sum of \$1.00 and other consideration in the form of the mutual covenants in the Capacity Sharing Agreement, the receipt and adequacy of which is acknowledged, has sold and grants to

GRANTEE: Grand Traverse County Board of Public Works

and to Grantee's successors, administrators, and assigns, all right, title, and interest in and to Peninsula Township's owned treatment capacity at the Wastewater Treatment Plant located in the City of Traverse City (Capacity). That Capacity amounts to the following:

Capacity Right as a percentage of Total Capacity: 2.01%
Flow in Gallons per Day: 170,850
B.O.D. in Lbs Per Day: 406

Grantor has executed this Bill of Sale on _____, 2015.

GRANTOR
Peninsula Township

/s/ _____
Witness

/s/ _____
Pete Correia
Its: Supervisor

/s/ _____
Witness

STATE OF MICHIGAN)
_____ COUNTY)

On _____, 2015, before me, a notary public, personally appeared Pete Correia, to me known to be the person who executed the foregoing instrument, and acknowledge that such person executed the same freely, and that the consideration recited within the foregoing instrument was actual and adequate and was given in good faith for

the purposes set forth and not for the purpose of security or for defrauding creditors of Grantor or subsequent purchasers.

/s/ _____

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of [county].

My commission expires [date].

[If acting in county other than county of commission: Acting in the County of [county].]

PREPARED BY:

Scott W. Howard

Olson, Bzdok & Howard, PC

420 E. Front St.

Traverse City, MI 49686

(231) 946-0044

RESOLUTION NUMBER - _____

RESOLUTION ADOPTING THE 2015 EDITION OF THE *STANDARD TECHNICAL SPECIFICATIONS* FOR THE DESIGN AND CONSTRUCTION OF WATER AND SEWER LINES FOR THE TOWNSHIP OF _____

WHEREAS the Township of _____ owns a water distribution and wastewater collection system and the Grand Traverse County Department of Public Works (DPW) operates the same; and

WHEREAS the Township has existing minimum standards for the design and construction of water and sewer lines; and

WHEREAS, it has been determined by the DPW that the existing minimum standards for the design and construction of water and sewer lines do not provide adequate protections to the Township and its water and sewer systems; and

WHEREAS the DPW has developed its 2015 Edition of the *Standard Technical Specifications*; and

WHEREAS the Township of _____ finds that the adoption of the 2015 Edition of the *Standard Technical Specifications* is necessary and proper to the continued management, growth and protection of the Township water and wastewater system.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF _____ THAT:

1. The Township of _____ adopts the 2015 Edition of the *Standard Technical Specifications*.
2. Any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

PASSED AND APPROVED this ___ day of _____, 2015

Yes: _____

No: _____

Absent: _____

ATTEST:

Township Clerk,

ARTICLE VII (Revised May 2015)

CROSS CONNECTIONS

Section 1. It shall be unlawful for any person to make or maintain any cross-connection between the Township Water System and a private water supply or other water supply system. No person shall install or maintain a private well in the Township on property served by the Township Water System without first receiving a permit. Such permit shall be issued only if the County D.P.W. determines that there is no possibility of introducing contaminated water into the Township Water System.

Section 2. That the Township adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of Environmental Quality being R 325.11401 to R 325.11407 of the Michigan Administrative Code.

Section 3. That it shall be the duty of the Township and/or County D.P.W. to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the County D.P.W. and as approved by the Michigan Department of Environmental Quality.

Section 4. That the representatives of the Township and the County D.P.W. shall have the right to enter at any reasonable time any property served by a connection to the Township Water System for the purpose of inspecting the piping system or systems thereof for cross connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connection.

Section 5. Where a water supply system is maintained on property in addition to that of the Township Water System, all lines carrying Township water shall be painted, labelled, or striped in light blue and all lines carrying water from another source shall be painted, labeled, or striped brown so that each line may be readily identified and traced in its entirety. If a color code using different colors than those above specified has been adopted and is in force at the time that the lines which have carried water from another public water system are connected to the Township Water System, such code may be continued if (1) charts plainly depicting the colors used are prominently displayed on the property, and (2) the County D.P.W. determines that the code is so maintained in practice that the lines carrying the Township Water and the lines carrying water from another source can be readily identified and traced.

Section 6. That the Township and/or County D.P.W. is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this ordinance exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this ordinance.

Section 7. That all testable backflow prevention assemblies shall be tested at the time of installation, or relocation, and after any repair. Subsequent testing of devices shall be conducted at a time interval specified by the County D.P.W. and in accordance with Michigan Department of Environmental Quality requirements. Only ASSE International certified testers shall perform such testing. Individual(s) performing assembly testing shall certify the results of his/her testing.

Section 8. That the potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this ordinance and by the Michigan Plumbing Code, current edition. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as:



Section 9. That this ordinance does not supersede the Michigan Plumbing code but is supplementary to it.

Cross Connection Control Program (CCCP) **_____ Township**

i. Introduction

In accordance with the requirements set forth by the Michigan Department of Environmental Quality (MDEQ), the Township of _____ has officially adopted the state of Michigan cross connection rules to protect the public water supply system.

A cross connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow is defined as the undesirable reversal of flow of water of questionable quality, wastes or other contaminants into a public water supply.

The purpose of this program is to avoid contamination of the public water supply by preventing and eliminating cross connections. It is the Township's intent to carry out a comprehensive and effective cross connection control program (CCCP) to insure public health is protected and compliance with the requirements of the Michigan Safe Drinking Water Act.

ii. Authority

The authority to carry out and enforce the local program is provided by Ordinance No. _____ in Appendix A, the Michigan Safe Drinking Water Act (Act 399), the MDEQ Cross Connection Rules and the Michigan Plumbing Code.

iii. Program Approach

The objectives of this program will be met primarily by:

- Routinely inspecting water customers for cross connections or potential cross connections.
- Requiring water customers to test backflow prevention assemblies.
- Maintaining cross connection control records.
- Actively enforcing violations of the program.
- Providing public education.
- Reporting the status of the program to the MDEQ.

The Township shall insure that there are adequate personnel and resources to carry out the necessary field and administrative requirements for this program. The Township adopts the MDEQ Water Bureau Cross Connection Rules Manual as a guide to prevent and eliminate cross connections.

iv. Inspections

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established (see Section VI). A representative of the water utility or their designated agent shall be responsible for inspections.

Individuals responsible for conducting inspections shall have obtained sufficient training on cross connection rules, identification, and corrective actions. Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using the inspection forms in Appendix B, the inspector shall identify and note the location and nature of any direct and potential cross

connections, location and details of backflow prevention devices, and other pertinent information.

Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the Township will assume a cross connection is present and take the necessary action to insure the public water supply is protected. The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that back flow will occur, or are known/suspected to have cross connection.

Once initial inspections of all accounts are complete, then a re-inspection frequency shall be determined for each account based on the degree of hazard and potential for backflow. The MDEQ Cross Connection Rules Manual will be a guide in classifying the degree of hazard of each account. However, in general, situations in which backflow could cause illness or death shall be considered high hazard.

Accounts that pose a high hazard or have a high potential for back flow to occur, must be re-inspected at least once per year. All other accounts must be re-inspected once every 1-5 years based on the degree of risk. Other factors such as new construction, water quality complaints, or anomalies in customer billing, may prompt an immediate re-inspection. After initial cross connection inspections are complete, a comprehensive list or inventory of all backflow prevention devices shall be on record including all pertinent data.

Following an inspection, the Township shall inform the customer of their compliance status with the cross connection rules. Template notices in Appendix C may be used to inform customers of upcoming inspections, required corrective actions, compliance status, etc.

V. Testing Backflow Prevention Assemblies

When all initial inspections have been completed, a comprehensive list of backflow preventers installed on customer plumbing systems will be on record. The backflow preventers that are testable assemblies shall be placed on a routine testing schedule based on associated degree of hazard and probability of backflow:

- Assemblies in place on high hazard connections must be tested annually.
- All other accounts must be tested a minimum of once every 3 years.

In addition, all assemblies must be tested immediately following installation and repair. Upon notice from the Township, it shall be the responsibility of the water customer to arrange for the assembly to be tested and submit the completed test form.

Following the initial cross connection inspections and subsequent classification of accounts (e.g. assigning a degree of hazard), assembly testing notices shall be sent to customers each year. The notices shall be sent out in a timely manner in order to provide adequate time for customers to comply, and the timing will consider seasonal assemblies. Template notices in Appendix D may be used to inform customers of testing requirements.

These notices will:

- Clearly identify the assembly requiring testing (size, make, model, location, etc.)
- Stipulate the date by which the assembly must be tested.

- Indicate that tests must be completed by a certified tester. A list of approved testers may be provided and updated lists may be obtained from the DEQ.
- Enclose a standard test form (see Appendix E).

When assembly testing reports are received by the utility, they will be checked for the following:

- All the necessary information was provided
- Name and certification number of the tester is provided
- The test results appear valid
- The assembly tested matches the assembly requiring testing (Make, Model, etc.)
- The assembly is ASSE certified

Cross connection control program staff will follow up with owner or tester on questionable test forms. A customer may be asked to have an assembly retested if the original test results do not appear valid. Test forms must be received and kept on record for each required test.

VI. Record Keeping

A system of cross connection record keeping shall be maintained. Special software specifically for cross connections may be used for:

- Efficient record searches
- Easy reporting
- Simple updating
- Automatic letter generation
- Automatic deadline notification

All cross connections account information must be in the records including:

- Address and location
- Owner name and contact information
- List of testable assemblies
- Description of other cross connections within the facility
 - Air gaps
 - Non-testable assemblies
- Degree of hazard classification and basis
- Required re-inspection frequency
- Photos or sketches if available

All testable assemblies must be in the records including:

- Location of the assembly
- Name and contact information of assembly owner
- Make, model, and size of assembly
- ASSE standard number
- Degree of hazard classification
- Required testing frequency and basis
- Seasonal or permanent status

Tracking changes in water use or tracking new customers is a critical part of the cross connection program. The Township shall make every attempt to prevent/eliminate cross connections at installation to insure future compliance.

An effort shall be made to cooperate and communicate with the local plumbing code inspector to better accomplish this goal. Standard letter, form, and report templates may be used to simplify the program requirements including:

- Inspection forms
- Assembly testing forms
- Inspection and/or assembly testing notification letters
- Non-compliance letters
- Water service termination notice
- Hydrant use authorization forms

Copies of the written cross connection control program, ordinance, and DEQ approval letter should be kept on file. Copies of the MDEQ annual reports shall be kept for a minimum of 10 years.

VII. Enforcement

To protect public health, water customers found to be in violation of the cross connection rules will be brought into compliance in a timely manner or lose their privilege to be connected to the public water system.

To properly enforce these rules the Township ordinance provides authority to inspect facilities, terminate water service, and assess fines.

Following an inspection the customer will be sent either a compliance notice or a non-compliance notice. The timeframe to complete the necessary corrective actions is at the discretion of the utility and will be based primarily on the degree of risk posed by the violation but should also consider the complexity/cost of the necessary corrective actions. Cross connections that pose an imminent and extreme hazard shall be disconnected immediately and so maintained until proper protection is in place. Cross connections that do not pose an extreme hazard are generally expected to be eliminated within 30-60 days. The necessary corrective action and deadline shall be described in the non-compliance notice to the customer.

Failure to perform a required backflow prevention assembly test or pass a test constitutes a cross connection and must be corrected. If water shut off is necessary to protect the public water system, the local health department, fire department, local law enforcement, and Township may need to be notified.

VIII. Public Education

The cross connection control program staff must have a good understanding of the program.

The Township shall insure their cross connection control staff receives proper in-the-field training as well as classroom education focusing on terminology, back flow prevention devices, regulations, and hydraulic concepts. In addition, cross connection control staff will be encouraged to receive continuing education to be made aware of new backflow prevention devices, regulation changes (i.e. plumbing code updates), new water use devices that pose cross connection concerns, etc.

Furthermore, attempts to educate the public about cross connections will be made by distributing pamphlets on common residential cross connections, visiting schools, providing onsite education of facility management and maintenance staff during routine inspections, speaking at condominium association meetings, showing videos on local access channels, or posting newspaper announcements.

Cross connection staff shall also be available upon request to provide backflow prevention education to pertinent community officials and [village, city, township] employees.

IX. Annual Report

Part 14 of the Michigan Safe Drinking Water Act requires that each community report the status of their program to the MDEQ annually. The report summarizes testing, inspection, and corrective action efforts. Cross connection records shall be on file to document each number on the report.

The annual report form shall be filled out completely and submitted by the deadline. A narrative description shall be included explaining any unusual numbers or significant events such as:

- The addition or loss of a cross connection staff person
- Greatly expanded/contracted number of cross connection accounts
- Status of accounts not currently in compliance

APPENDIX A

LOCAL ORDINANCE

ARTICLE VII

CROSS CONNECTIONS

Section 1. It shall be unlawful for any person to make or maintain any cross-connection between the Township Water System and a private water supply or other water supply system. No person shall install or maintain a private well in the Township on property served by the Township Water System without first receiving a permit. Such permit shall be issued only if the County D.P.W. determines that there is no possibility of introducing contaminated water into the Township Water System.

Section 2. That the Township adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of Environmental Quality being R 325.11401 to R 325.11407 of the Michigan Administrative Code.

Section 3. That it shall be the duty of the Township and/or County D.P.W. to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the County D.P.W. and as approved by the Michigan Department of Environmental Quality.

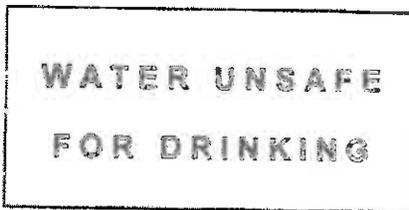
Section 4. That the representatives of the Township and the County D.P.W. shall have the right to enter at any reasonable time any property served by a connection to the Township Water System for the purpose of inspecting the piping system or systems thereof for cross connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connection.

Section 5. Where a water supply system is maintained on property in addition to that of the Township Water System, all lines carrying Township water shall be painted, labelled, or striped in light blue and all lines carrying water from another source shall be painted, labeled, or striped brown so that each line may be readily identified and traced in its entirety. If a color code using different colors than those above specified has been adopted and is in force at the time that the lines which have carried water from another public water system are connected to the Township Water System, such code may be continued if (1) charts plainly depicting the colors used are prominently displayed on the property, and (2) the County D.P.W. determines that the code is so maintained in practice that the lines carrying the Township Water and the lines carrying water from another source can be readily identified and traced.

Section 6. That the Township and/or County D.P.W. is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this ordinance exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this ordinance.

Section 7. That all testable backflow prevention assemblies shall be tested at the time of installation, or relocation, and after any repair. Subsequent testing of devices shall be conducted at a time interval specified by the County D.P.W. and in accordance with Michigan Department of Environmental Quality requirements. Only ASSE International certified testers shall perform such testing. Individual(s) performing assembly testing shall certify the results of his/her testing.

Section 8. That the potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this ordinance and by the Michigan Plumbing Code, current edition. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as:



Section 9. That this ordinance does not supersede the Michigan Plumbing code but is supplementary to it.

APPENDIX B

INSPECTION FORM

Facility TRAVERSE CITY EYE CONSULTANTS
 Address 5199 NORTH ROYAL DR

Survey Due 01/23/19

P/F Insp.Vio.

City TRAVERSE CITY, MI 49684-9201
 Contact
 Phone 935-8101

Inspections 01/23/15 Pass XX-

01/18/12 Pass XX-

Facility Type IRRIG
 Inspection Frequency 48 months

Inspection Date 01/23/15

Completed? In Compliance?

Containment

	Number of Inlets	Protection Required
Potable Supply	1	<input type="checkbox"/>
Fire Supply	1	<input checked="" type="checkbox"/>
Secondary Sources		<input type="checkbox"/>

Isolation Hazards

	Exist	Quantity	Properly Protected
1. Lawn Sprinkler(s)	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>
2. Boiler(s)	<input type="checkbox"/>	0	<input type="checkbox"/>
3. Cooling Tower(s)	<input type="checkbox"/>	0	<input type="checkbox"/>
4. Heat Exchanger(s)	<input type="checkbox"/>	0	<input type="checkbox"/>
5. Water Cooled A/C	<input type="checkbox"/>	0	<input type="checkbox"/>
6. Temporary Machines	<input type="checkbox"/>	0	<input type="checkbox"/>
7. Water Softener	<input type="checkbox"/>	0	<input type="checkbox"/>

Remarks

Inspector's Name _____

Inspector's Signature _____

Contact's Signature _____

TRAVERSE CITY EYE
5199 NORTH ROYAL DR

GRAND TRAVERSE COUNTY DPW
Backflow Prevention Testable Devices
Printed on June 4, 2015

Device	Serial #	Location
	INACC	IRRIGATION NW CORNER OUTSIDE

TRAVERSE CITY EYE
5199 NORTH ROYAL DR

GRAND TRAVERSE COUNTY DPW
Existing Non-Testable
Printed on June 4, 2015

iD#	Inspection	Correction	Device Type	Size	PT	Manufacturer	Model	Temp
1	05/12/97	///	SC	4.000	-	FEBCO	800	-

Location: FIRE SUPPLY;BASEMENT

Recommendation:

APPENDIX C

COMPLIANCE STATUS NOTICE



**GRAND TRAVERSE COUNTY
DEPARTMENT OF PUBLIC WORKS**

2500 Lafranier Rd
Traverse City, MI 49684-8972
Telephone (231) 995-6039 Fax: (231) 929-7226
Email: pubworks@co.grand-traverse.mi.us

TRAVERSE CITY EYE CONSULTANTS

June 4, 2015

5199 N ROYAL DR
TRAVERSE CITY MI 49684-9201

Account #: 5561211

Reference:

5199 NORTH ROYAL DR
TRAVERSE CITY EYE CONSULTANTS
IRRIGATION NW CORNER OUTSIDE

Dear TRAVERSE CITY EYE

A Cross-Connection Control Inspection was recently performed at your facility. During the inspection the building piping system was reviewed and determined to be in compliance.

Backflow Prevention assembly(s) within your facility may require an annual test. You will be notified by our office when tests are required by Township Ordinance.

Thank you for your cooperation. If you have any questions or require additional information, please contact our office at 231-995-6039.

Sincerely,

John Divozzo
Director



GRAND TRAVERSE COUNTY
DEPARTMENT OF PUBLIC WORKS
2650 Lafranier Rd
Traverse City, MI 49686-8072
Telephone (231) 995-6039 Fax: (231) 929-7226
Email: pubworks@co.grand-traverse.mi.us

TRAVERSE CITY EYE CONSULTANTS

June 4, 2015

5199 N ROYAL DR
TRAVERSE CITY MI 49684-9201

Account #: 5561211
Survey Due: 01/23/19

Reference:

5199 NORTH ROYAL DR
TRAVERSE CITY EYE CONSULTANTS

Dear TRAVERSE CITY EYE

The protection of the drinking water supply is a concern the Department of Public Works.

Pursuant to Ordinance #17 regulating our Cross-Connection Control Program, our inspectors will be conducting a survey of the building piping system. This survey will be completed in the near future and we will appreciate your cooperation in this matter. Your survey is scheduled for the date listed above.

Due to potential scheduling conflicts, our inspector may be on-site a couple of days before or after the noted date. Please make arrangements for a member of your staff to participate in the survey. In order to comply with our Cross-Connection Control Program, any testable backflow device(s) need to have been tested within the past 12 months.

We look forward to working with you in protecting our drinking water supply. If you have any questions or if this survey needs to be changed, please contact our office at 231-995-6039.

Sincerely,

John Divozzo
Director

APPENDIX D

ASSEMBLY TESTING NOTICE



**GRAND TRAVERSE COUNTY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC SERVICE BUILDING
2650 LAFRANIER ROAD
TRAVERSE CITY, MI 49686-8972
(231) 995-6039 • FAX (231) 929-7226

If your home or business is connected to the public water system and you have a backflow prevention assembly, annual testing by a certified backflow tester is required.

In order to continue to maintain quality water supplies, backflow preventers are required at all points of use connections where the water may be exposed to a potential contaminate. It is **IMPORTANT** to have the backflow preventer(s) at your location tested. Michigan law requires backflow prevention device testing annually, or more often in some circumstances.

Test forms and a list of some local testers can be found at www.grandtraverse.org/backflow or by request by phone. The Grand Traverse County Department of Public Works encourages residential areas to get together and request a group pricing for their neighborhoods.

Annual tests are to be performed by a state approved certified tester and the forms are to be properly completed at that time. It is suggested that the devices be tested as soon as possible since some may require repairs that will involve lead time to obtain parts. If the backflow prevention device is on the irrigation system, please test the device when the irrigation is put into service.

Upon completion of the device testing, the complete test forms must be scanned and emailed to dpwshop@grandtraverse.org or mailed to by May 15, 2015:

Grand Traverse County DPW
2650 LaFranier Rd
Traverse City MI 49686

Failure to comply will result in your water being turned off until completed test forms are received. If you have any questions or require additional information, please contact us at (231)995-6039.

APPENDIX E

STANDARD TEST FORM

GRAND TRAVERSE COUNTY DPW

2850 LaFranier Rd

Traverse City, MI 49686-8972

Phone: 231 995-6039 Fax: 231 929-7226

Backflow Prevention Assembly Test Report

Mailing Address

TRAVERSE CITY EYE CONSULTANTS

Account #: 5561211

Test Due: 05/15/15

5199 N ROYAL DR

TRAVERSE CITY MI 49684-9201

Service Address

Address: 5199 NORTH ROYAL DR
Company: TRAVERSE CITY EYE CONSULTANTS
Location: IRRIGATION NW CORNER OUTSIDE

Serial #: INACC
Manufacturer: FEBCO
Model: 765
Type: PVB
Size: 1.000

Reduced Pressure Principle Assembly				RP <input type="checkbox"/>	DCDA <input type="checkbox"/>
Double Check Valve Assembly				DC <input type="checkbox"/>	RPDA <input type="checkbox"/>
				PVB <input type="checkbox"/>	Air Gap <input type="checkbox"/>
				SVB <input type="checkbox"/>	AVB <input type="checkbox"/>
	Check Valve #1	Check Valve #2	Relief Valve	PVB/SVB	
Initial Test	Leaked <input type="checkbox"/>	Leaked <input type="checkbox"/>	Did not Open <input type="checkbox"/>	AIR INLET	
	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>		Opened at _____ PSID	Did not Open <input type="checkbox"/>
	Held at _____ PSID	Held at _____ PSID	Opened at _____ PSID	Opened at _____ PSID	
Repairs	Cleaned <input type="checkbox"/>	Cleaned <input type="checkbox"/>	Cleaned <input type="checkbox"/>	CHECK VALVE	
	Replaced <input type="checkbox"/>	Replaced <input type="checkbox"/>	Replaced <input type="checkbox"/>	Leaked <input type="checkbox"/>	
Details				Held at _____ PSID	
				Cleaned <input type="checkbox"/>	
				Replaced <input type="checkbox"/>	
Final Test	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	Opened at _____ PSID	AIR INLET	
	Held at _____ PSID	Held at _____ PSID		Opened at _____ PSID	CHECK VALVE
				Held at _____ PSID	

Comments	Line Pressure _____
	Meter Reading _____
	Held Backpressure _____
	#2 Shutoff _____
The above report is certified to be true.	
Relief Valve Exercised _____	

	Date/Time	Tester	Signature	Tester #	Test Kit	Passed	Failed
Initial Test						<input type="checkbox"/>	<input type="checkbox"/>
Repairs						<input type="checkbox"/>	<input type="checkbox"/>
Final Test						<input type="checkbox"/>	<input type="checkbox"/>



GRAND TRAVERSE COUNTY
DEPARTMENT OF PUBLIC WORKS
2650 Lafranier Rd
Traverse City, MI 49686-8972
Telephone (231) 995-6039 Fax: (231) 929-7226
Email: pubworks@co.grand-traverse.mi.us

OLESON'S GROCERY STORE

May 17, 2016

1100 E HAMMOND RD
TRAVERSE CITY MI 49686-9158

Account #: 3222271
Test Due: 06/15/16

Reference:

1100 E HAMMOND RD
OLESON'S GROCERY STORE
FIRE LINE, SPRINKLER VALVE ROOM

Dear OLESON'S GROCERY STORE:

In order to maintain the quality of the drinking water in public water systems, certain backflow prevention assemblies require testing to minimize the potential for contaminants to enter the public drinking water system. Based on our records, your home or business has a backflow prevention assembly that should be tested this year.

The Michigan Safe Drinking Water Act, P.A. 399, Michigan Plumbing Code 2009 and local township ordinances require backflow prevention device installation and regular testing. These laws protect the public by reducing the potential for contaminants, toxic chemicals, disease causing bacteria, and pathogens to enter the public drinking water system. If you knowingly have unprotected connections to the public water system, or fail to have backflow assemblies regularly tested, you could face potential fines and liability issues if the public water system becomes contaminated and causes personal injury, sickness, or death.

To assist homeowners and businesses to more easily comply with these regulations, the State of Michigan has compiled a list of individuals that have passed the certified training requirements and become certified by the State to perform the testing and reporting requirements on backflow prevention assemblies. For the names of certified testers in our area contact the Michigan Department of Environmental Quality (MDEQ) Community Drinking Water Secretary at (231) 876-4481. There is also more information on backflow prevention regulations on the MDEQ website at: www.michigan.gov

For reporting purposes, a copy of the completed backflow assembly test form should be sent to the Grand Traverse County DPW, 2650 LaFranier Rd, Traverse City MI 49686 or the form may be scanned and emailed to : dpwshop@grandtraverse.org. For additional information, contact me at (231) 995-6039.

Julie Davis
Account Clerk

GRAND TRAVERSE COUNTY DPW

2650 LaFranier Rd

Traverse City, MI 49686-8972

Phone: 231 995-6039 Fax: 231 929-7226

Backflow Prevention Assembly

Test Report

Mailing Address

OLESON'S GROCERY STORE

1100 E HAMMOND RD

TRAVERSE CITY MI 49686-9158

Account #: 3222271

Test Due: 06/15/16

Service Address

Address: 1100 E HAMMOND RD

Company: OLESON'S GROCERY STORE

Location: FIRE LINE, SPRINKLER VALVE ROOM

Serial #: F0601241405

Manufacturer: FEBCO

Model: 880V

Type: RBPB

Size: 4.000

Reduced Pressure Principle Assembly				RP <input type="checkbox"/>	DCDA <input type="checkbox"/>		
Double Check Valve Assembly				DC <input type="checkbox"/>	RPDA <input type="checkbox"/>		
Check Valve #1		Check Valve #2		PVB <input type="checkbox"/>	Air Gap <input type="checkbox"/>		
				SVB <input type="checkbox"/>	AVB <input type="checkbox"/>		
Initial Test	Leaked <input type="checkbox"/>	Leaked <input type="checkbox"/>	Relief Valve	PVB/SVB			
	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>				Did not Open <input type="checkbox"/>	AIR INLET
	Held at _____ PSID	Held at _____ PSID				Opened at _____ PSID	Did not Open <input type="checkbox"/>
Repairs	Cleaned <input type="checkbox"/>	Cleaned <input type="checkbox"/>	Relief Valve	CHECK VALVE			
	Replaced <input type="checkbox"/>	Replaced <input type="checkbox"/>				Replaced <input type="checkbox"/>	Leaked <input type="checkbox"/>
							Held at _____ PSID
Details			Relief Valve	Cleaned <input type="checkbox"/>			
				Replaced <input type="checkbox"/>	Replaced <input type="checkbox"/>		
					AIR INLET		
Final Test	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	Relief Valve	Opened at _____ PSID			
	Held at _____ PSID	Held at _____ PSID		Opened at _____ PSID	CHECK VALVE		
				Held at _____ PSID			

Comments

The above report is certified to be true.

Line Pressure _____

Meter Reading _____

Held Backpressure _____

#2 Shutoff _____

Relief Valve Exercised _____

	Date/Time	Tester	Signature	Tester #	Test Kit	Passed	Failed
Initial Test						<input type="checkbox"/>	<input type="checkbox"/>
Repairs						<input type="checkbox"/>	<input type="checkbox"/>
Final Test						<input type="checkbox"/>	<input type="checkbox"/>

GRAND TRAVERSE COUNTY
BOARD OF PUBLIC WORKS
2650 LAFRANIER ROAD
TRAVERSE CITY MI 49686
231/995-6039 fax 231/995-6053

Date: May 5, 2016

BOARD OF PUBLIC WORKS

ACME, EAST BAY, ELMWOOD, GARFIELD & PENINSULA TOWNSHIPS:

Budget Amendment:

Also increase Local Grants 582.00 in the same amount. (Local grants are the amount the township agrees to reimburse the County for any invoices that the County pays on the township's behalf related to water or sewer expenditures.)

Line items 978.00 and 582.00 Local Grants

Acme Sewer	690-444-978.00	\$ 8,439.00
Acme Water Hope Village	690-460-978.00	\$ 451.00
East Bay Sewer	690-445-978.00	\$10,126.00
East Bay Water	690-452-978.00	\$19,127.00
Elmwood Sewer	690-449-978.00	\$ 5,525.00
Elmwood Water-Greilickville	690-462-978.00	\$ 1,564.00
Elmwood Water-Timberlee	690-459-978.00	\$ 2,813.00
Garfield Sewer	690-446-978.00	\$25,877.00
Garfield Water	690-448-978.00	\$31,615.00
Peninsula Sewer	690-451-978.00	\$ 2,813.00
Peninsula Water	690-458-978.00	\$ 4,163.00

Total Budget Amendment amount is \$112,513.00

Board and Township Approvals are noted on the next page.

The Townships should return the second page signatures to the attention of Dianne Thompson at the DPW when this has been approved by the Township Board.



MEMO

To: Finance Committee
 From: John DeL...
 Date: April 22, 2016

Subject: DPW/Truck Purchase

Last year the DPW presented the committee with the options of purchasing a used work truck for use with the HIAB Crane or obtain a similar used truck with a crane and use the HIAB as a support truck; the committee reached consensus for the DPW to purchase a new truck.

Through MiDeal, the DPW has received three (3) written bids per the committee's recommendation.

	Chassis	Vehicle Price	Body/Equipment	Subtotal	Options	Total
1 Zaremba Equipment	Terrastar SFA 4x4	\$ 59,358.85	\$ 53,148.00	\$ 112,506.85	\$ (2,385.00)	\$ 110,121.85
2 Wolverine Freightliner	M2 106 Conventional	\$ 68,559.00	\$ 54,863.00	\$ 123,422.00	\$ 3,364.00	\$ 126,786.00
3 Freightliner - GR	M2 106 Conventional	\$ 88,527.00		\$ 88,527.00		\$ 151,074.80
	Arista Truck Systems		\$ 62,547.80	\$ 62,547.80		

Upon review of the submittals, staff is recommending the committee accept the bid from Zaremba Equipment (Gaylord, MI) in an amount not to exceed \$112,506.85, plus title (\$15); staff may elect to remove storage areas from the truck at a cost savings of \$2,385.

This will be presented to the BPW at its next meeting, if authorized by the Committee.

Since, this expenditure was not budgeted this year, budget amendments will also be included in our submittal to the full board.

If you have any questions, please do not hesitate ask.

Thank you.

• Options included: total bid price \$ 112,521.85.

INTERNATIONAL®

*Truck and Crane
Meet All specs.*

January 19, 2016

Prepared For:
Grand Traverse County DPW
Sam Tyson
361 E Welch Ct.
Traverse City, MI 49686-4873
(231)590 - 2860
Reference ID: N/A

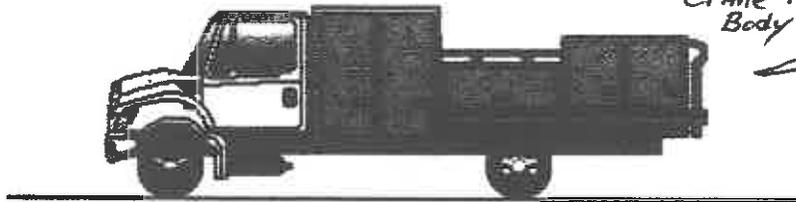
Presented By:
ZAREMBA EQUIP INC
Roger E Hansen
1734 DICKERSON ROAD
GAYLORD MI 49735 -
(989)705-7664

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

\$112,521.85

Truck \$59,358.85

Crane + Body \$53,148



Model Profile

2015 TERRASTAR SFA 4x4 (TR005)

APPLICATION:	Service Body
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500 Calc. Start / Grade Ability: 37.25% / 2.32% @ 55 MPH Calc. Geared Speed: 99.9 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.50, Axle-to-Frame: 75.00
ENGINE, DIESEL:	{MaxxForce 7} EPA 2010, 300 HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2800 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1000_RDS} 5th Generation Controls; Close Ratio, 6-Speed, With Overdrive; Includes Park Pawl, With PTO Provision, Less Retarder, With 19,500-lb GVW & 26,000-lb GCW Max., on/off hwy
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT DRIVING:	{Dana Spicer 70-273} Single Reduction, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S110} Single Reduction, With Offset Housing; 13,500-lb Capacity, 160 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional
TIRE, FRONT:	(2) 225/70R19.5 G847 RSS (GOODYEAR) 640 rev/mile, load range F, 12 ply
TIRE, REAR:	(4) 225/70R19.5 G822 RSD (GOODYEAR) 641 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 13,500-lb Capacity
PAINT:	Cab schematic 100TA Location 1: 9219, Winter White (Std) Chassis schematic N/A

159WB 84CA



www.firerecoveryusa.com

This Agreement is entered into as of DATE between the *Peninsula Township Fire Department*, hereinafter referred to as *CLIENT* and Fire Recovery USA, hereinafter referred to as FRUSA.

WHEREAS, *CLIENT* has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by *CLIENT*.

WHEREAS, FRUSA does hereby hold itself as being ready and able to perform a billing service program as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. FRUSA shall provide a separate and complete Accounts Receivable program within FRUSA's computer billing system for the exclusive purpose of collections for *CLIENT*. as well as any additional services requested by *CLIENT* that FRUSA can provide, including, but not limited to emergency medical service, inspection or emergency response cost recovery billing services. Any such additional services requested by *CLIENT* will be memorialized in writing and added as an Exhibit to this Agreement upon acceptance by FRUSA.

FRUSA will enter into said computer billing system, any and all ambulance trips received from *CLIENT*. FRUSA shall abstract, from the documentation provided by *CLIENT*, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all ambulance run information provided by FRUSA by the client for that purpose.

FRUSA will follow established billing industry guidelines, including those established by HCFA, HIPAA, and various other government programs, for ambulance services. To ensure compliance, FRUSA will periodically audit, on a prospective and retrospective basis, a sample of *CLIENT*'s

billing and clinical records. *CLIENT* retains responsibility for providing accurate and complete documentation of clinical services provided. *CLIENT* understands that FRUSA will code only from the documentation provided.

2. FRUSA shall provide electronic billing of Medicare and Medicaid claims. It is the responsibility of *CLIENT* to inform Medicare and Medicaid or any changes in the company's status.
3. FRUSA will bill any and all appropriate commercial or third party payers as directed by *CLIENT*.
4. FRUSA will invoice all patients and all supplemental private pay patients as directed by *CLIENT* and as required by the Federal Medicare Program.

Payment invoicing will be done on a billing form specific for *CLIENT*. Invoicing/ collection activities will be conducted on the following schedule:

1st invoice	within 3 days of receipt
Insurance request	30 days after 1 st invoice
Automated phone call	20 days after previous request
2 nd invoice	10 days after phone call
Final notice	20 days after 2 nd invoice
Collections or W/O review	30 days after final notice

Collection agency or write off if no results from above as pre-determined by *CLIENT*.

5. It is the responsibility of *CLIENT* to contact receiving hospitals in an effort to obtain access to patient face sheets and/or patient insurance information.
6. All monies received by FRUSA on behalf of *CLIENT* will be posted to the patients' accounts on a weekly basis and mailed to *CLIENT* on a monthly basis. All checks will be made payable to *CLIENT*. FRUSA cannot cash any checks and has no access to any *CLIENT* bank accounts. It is the responsibility of *CLIENT* to notify FRUSA (on any payments received at *CLIENT*) within seventy-two (72) hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
7. FRUSA will maintain 800-phone service for the purpose of run sheet and payment submission. This line will be available 24 hours a day.
8. FRUSA will promptly respond to all *CLIENTs'* service recipient concerns related to all billing practices conducted herein.

FRUSA will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:00 am to 7:00 pm Central time.

9. FRUSA shall comply with all Federal and State regulations, ordinances and procedures governing ambulance collections.
10. FRUSA will submit a monthly accounts receivable aging report by payer category, which will include identifying all uncollected receivables, a payment receipt journal recap, and a monthly ticket survey, detailing all of the transports billed from the previous month. It is the responsibility of *CLIENT* to verify these reports and provide FRUSA with any missing data. All reports currently within the software of FRUSA's billing system will be provided to *CLIENT* at no additional cost.
11. FRUSA shall recognize and comply with the right of authorized *CLIENT* representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. *CLIENT* shall have the right to audit such reports at reasonable times.
12. *CLIENT* agrees to pay FRUSA in accordance with the following fee schedule for the aforementioned service for a term of one (1) year so long as this Agreement has not been terminated:
 - a. FRUSA shall be paid a fee of 6% percent (%) of all payments collected.
 - b. Payments to FRUSA shall be based upon revenues received in the preceding month. FRUSA will provide a monthly billing to *CLIENT* calculating amounts owed to FRUSA based upon the above stated formula.
 - c. Failure to pay FRUSA within 15 days of the monthly bill may constitute immediate termination of the contract and possible legal action at the cost of *CLIENT*.
13. If *CLIENT* determines it is in their best interest to use a collection agency, *CLIENT* will deal directly with the collection agency regarding their fees.
14. It is expressly understood and agreed that FRUSA is an independent contractor who shall at all times maintain insurance in force as herein provided and FRUSA shall in all events defend and save and hold harmless *CLIENT* from any and all liabilities, obligations, debts, charges, or judgments arising from claims, injuries or debts, charges, or judgments arising from injuries or property damage claims attributable to the activities of FRUSA while engaged in the performance of its duties under this Agreement.

15. This agreement shall be effective on the date hereof and shall remain in full force and effect for a term of three (3) years. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified. Either party may terminate this agreement at any time by giving the other party thirty (30) days written notice. Notwithstanding the aforementioned, this agreement shall be subject to immediate termination by *CLIENT* if FRUSA fails to maintain insurance as in part 16.
16. FRUSA will maintain a one million dollars (\$1,000,000.00) professional liability and general liability of at least one million dollars (\$1,000,000.00), and workers compensation in an amount, which meets or exceeds the requirements of the State of Illinois.
17. Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.
18. Use of Employees or Subcontractors: FRUSA may, at FRUSA's own expense, use any employees or subcontractors as FRUSA deems necessary to perform the services required of FRUSA by this Agreement. Specifically, FRUSA may elect to use Fire Recovery USA, LLC or Streamline Automated Systems, entities related to FRUSA, to perform the additional services that may be covered by the Agreement as described in section 1. *CLIENT* may not control, direct, or supervise FRUSA's employees or subcontractors in the performance of those services.
18. If this contract is terminated prior to the (1) year agreement *CLIENT* allows FRUSA to continue collections efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. *CLIENT* understands that they will be responsible to pay FRUSA their commission on their collections during this time period in accordance with section 11(c).

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Fire Recovery USA
3343 N. Ridge Avenue
Arlington Heights, IL 60004

OR TO:

At termination of the Agreement it is the responsibility of FRUSA to return to *CLIENT* any and all records and documents submitted to FRUSA, except as required by Federal Law.

IN WITNESS WHEREOF, the Responsible Party of *CLIENT* and the Director of Operations of FRUSA have executed this agreement.

CLIENT

FIRE RECOVERY USA

BY: _____

BY: _____

DATE: _____

DATE: _____

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Client Name (exactly as registered with Internal Revenue you can find this information on a CP575, 941V or payroll coupon 8109):

[Click here to Dept Name.](#)

Physical address of main station: [Click here to enter address](#)

City: [Click here to enter city](#) **State:** [ST](#) **Zip:** [Zip Code](#) **Phone:** [XXX-XXX-XXXX](#)

Addresses of all other stations that house ambulances: [Click here to enter text.](#)

Fax #: [XXX-XXX-XXXX](#) **Number of calls per month:** [Click here to enter text.](#)

Contract start date: [MM-DD-YYYY](#) **Earliest date of service AMB will bill:** [MM-DD-YYYY](#)

Main Contact:

Name & Title: [Click here to enter name.](#) **Phone:** [XXX-XXX-XXXX](#)

Address: [Click here to enter text.](#)

Email address: [email address](#)

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Contact for EMS matters: [Click here to enter name.](#) **Phone:** [XXX-XXX-XXXX](#)

Address: [Click here to enter text.](#)

Email address: [email address](#)

Contact for Financial matters: [Click here to enter name.](#) **Phone:** [XXX-XXX-XXXX](#)

Address: [Click here to enter text.](#)

Email address: [email address](#)

Federal Employer Identification Number (FEIN): [Click here to enter FEIN](#)

Medicare Provider #: [Provider #](#) **Medicaid Provider #:** [Provider #](#)

Medicare Signer: [Click here to enter text.](#)

Medicare Railroad Provider #: [Provider #](#), **BCBS Provider #:** [Provider #](#)

National Provider Identifier (NPI) # [Provider #](#)

Misc. Provider #'s: [Click here to enter text.](#)

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Please indicate where you want payments and correspondence from payors sent to:

FRUSA EMS Address (This is our PO Box.)

Bank Lock Box Address: [Click here to enter text.](#)

If payments are coming to FRUSA EMS, please indicate how you would like the checks processed.

Electronic deposits via ACH

Weekly Monthly

Deposits directly to your bank (we require deposit slips and an endorsement stamp)

Weekly Monthly

Checks mailed

Weekly Monthly

Please complete if we are sending deposits electronically via ACH, directly to your bank or EFT with payors.

Bank Name: [Click here to enter bank](#)

Address: [Click here to enter address](#)

City: [Click here to enter city.](#) State: [ST](#) Zip: [Zip Code.](#)

Account #: [Click here to enter text.](#)

Routing #: [Click here to enter text.](#)

Checking Account Savings Account

Bank contact Name: [Click here to enter name.](#) Phone: [XXX-XXX-XXXX](#)

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

What payors are currently EFT? What bank account are they going to?

[Click here to enter payors.](#)

Method of sending ambulance reports to FRUSA EMS. A representative from FRUSA EMS will contact this person to review details.

Electronically (Software: [Click here to Enter software name.](#))

Contact Name: [Click here to enter name.](#) **Phone:** [XXX-XXX-XXXX](#)

Email address: [email address](#)

Vehicle license with corresponding unit #, if applicable: [Click here to vehicle numbers.](#)

Charges: (In accordance with the fee schedule, Medicare is reimbursing on base rate and mileage only. Fractional mileage must be documented on report.)

RESIDENT	NONRESIDENT
ALS: Click here to enter text.	ALS: Click here to enter text.
ALS 2: Click here to enter text.	ALS 2: Click here to enter text.
BLS: Click here to enter text.	BLS: Click here to enter text.
Mileage: Click here to enter text.	Mileage: Click here to enter text.
Misc. Charges: Click here to enter text.	Misc. Charges: Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**Fire Recovery EMS
INFORMATION REQUIRED FOR NEW CLIENTS**

Do you run non-emergency transports?

Yes **No**

Comments: [Click here to enter text.](#)

Are your crews signing the patient care report?

Yes **No**

Comments: [Click here to enter text.](#)

Are you obtaining the Assignment of Benefits signature at the time of service?

Yes **No**

Comments: [Click here to enter text.](#)

Do you have Intercept and/or Mutual Aid agreements? (If so, please submit copies of agreements)

Yes **No**

Comments: [Click here to enter text.](#)

Are you billing for Treatment/No Transport? (If so, what are you considering treatment)

Yes **No**

Comments: [Click here to enter text.](#)

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Hospitals and/or facilities transported to/from. Please be sure to include the full name and address of the facility as well as the abbreviations used by the EMS personnel on their reports:

[Click here to enter hospital information.](#)

Are you obtaining hospital face sheets? If so, how and for which hospitals:

Name of Hospital: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Contact Person: [Click here to enter text.](#)

Additional information:[Click here to enter text.](#)

Please indicate the guidelines that need to be followed for resident and non-resident billing:

Are you balance billing residents? Yes No

Will you accept any payments from residents? Yes No

In the event the resident was paid directly, will you accept reimbursement for this payment?

Yes No

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Collection agency, if applicable. Name, address, telephone number, contact person and email address, include any agency guidelines and/or parameters:

Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

Contact Person: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

Additional Notes: [Click here to enter text.](#)

NON Res Only to collections

RES and NON Res to collections

Previous billing service: [Click here to enter previous billing service.](#)

Address: [Click here to enter address](#)

City: [Click here to enter city.](#) **State:** [ST.](#) **Zip:** [Zip Code.](#)

Contact Name: [Click here to enter name.](#) **Phone:** [XXX-XXX-XXXX](#)

Email address: [email address](#)

Address where payments and correspondence are currently being sent:

City: [Click here to enter city.](#) **State:** [ST.](#) **Zip:** [Zip Code.](#)

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Please indicate the person month end and cash receipts reports are to be sent:

EMS

Name: [Click here to enter name.](#)

Address: [Click here to enter address.](#)

City: [Click here to enter city.](#) **State:** [ST.](#) **Zip:** [Zip Code.](#) **Phone:** [XXX-XXX-XXXX](#)

Email Address: [Click here to enter name.](#)

Finance

Name: [Click here to enter name.](#)

Address: [Click here to enter address.](#)

City: [Click here to enter city.](#) **State:** [ST.](#) **Zip:** [Zip Code.](#) **Phone:** [XXX-XXX-XXXX](#)

Email Address: [Click here to enter name.](#)

Other, if applicable

Name: [Click here to enter name.](#)

Address: [Click here to enter address.](#)

City: [Click here to enter city.](#) **State:** [ST.](#) **Zip:** [Zip Code.](#) **Phone:** [XXX-XXX-XXXX](#)

Email Address: [Click here to enter name.](#)

Fire Recovery EMS INFORMATION REQUIRED FOR NEW CLIENTS

Each one of the following items must be submitted to FRUSA EMS in addition to this packet. Please check:

- Current state provider and vehicle license(s)
- Current State vehicle registrations
- Computer generated proof of FEIN (This must be computer generated from Internal Revenue Service.)
- Email confirmation from NPPES for NPI (Must include user ID and password)
- Remote capture banking agreement for electronic deposits (ACH).
- Void check or bank verification letter for EFT.
- Medicaid Provider Information Sheet
- Schedule training (if applicable)
- Contact Name:** [.Click here to enter name.](#) **Phone:** [XXX-XXX-XXXX](#)
- Copies of explanation of benefits for Medicare, Medicaid, Medicare Railroad, BCBS.
- Signed Contract (if applicable)
- Copy of driver's license or passport of the individual that will be signing the Medicare application.
- Several pages of department letter head

Comments:

[Click here to enter text.](#)

**Fire Recovery EMS
INFORMATION REQUIRED FOR NEW CLIENTS**

Authorized Signature _____

Date _____

Name _____ Title _____

If there are any questions and/or concerns, contact information is below.

Please return completed packet to:

FRUSA EMS
3343 N Ridge Avenue
Arlington Heights, IL 60004
Attention: Sarah Wroblewski
800-244-2345 ext. 258
Fax 800-329-5274
email: sarah@andresmedical.com

Incident Billing Worksheet

Date: _____

Incident # _____

Fire Officer: _____

Alarm Time: _____

Cleared Time: _____

Location: _____

Vehicle #1	Vehicle #2
Drivers Name: _____	Drivers Name: _____
Street Address: _____	Street Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone Number: _____	Phone Number: _____
Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No	Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Company: _____	Insurance Company: _____
Policy #: _____	Policy #: _____
At Fault: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	At Fault: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

Narrative: (Please provide a brief description of duties performed):

Apparatus On Scene:

Personnel On Scene:

Scene Procedures (Indicate all that apply):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Traffic Control | <input type="checkbox"/> Fluids Mitigation | <input type="checkbox"/> Helicopter Ops | <input type="checkbox"/> Extrication with Tools |
| <input type="checkbox"/> C-Spine | <input type="checkbox"/> Ambulance Transport | <input type="checkbox"/> Fire Suppression | <input type="checkbox"/> Vehicle Fire |
| <input type="checkbox"/> Heavy Rescue | <input type="checkbox"/> Rope Rescue | <input type="checkbox"/> Airbags | <input type="checkbox"/> Debris Clean up |

Narrative Examples

The incident narrative is an extremely important component in getting your claims paid. They need to be written specifically for each incident, very descriptive, and they need to be written for a layman, not for fire department personnel.

They need to be written so non-fire department personnel can read it and understand what services were performed. So instead of saying "Traffic Control", you might say setup cones and directed traffic around the accident scene to provide a safe area for working and for other cars to drive around.

Instead of saying "Debris Cleanup", you can say parts of the car were broken and laying on the ground and we picked them up and disposed of them. Here's some example of narratives and the "Key Words" necessary for a good narrative.

Basic Response

NARRATIVE: Eng 5 (add additional resources as applicable) responded to a 2 car MVA/TC with major damage to both vehicles. All vehicles were checked for fluids and/or debris in the roadway. Both vehicles were blocking the roadway and traffic had to be detoured around the accident scene. All parties were assessed for injuries.

Key Words to use if applicable: *blocked roadway, moved vehicles, detoured traffic, arrived on-scene prior to the law enforcement agency, and removed debris from roadway, checked vehicles to make sure they weren't causing a hazard to the environment or property, disconnected battery to prevent fire, chalked vehicles to keep them from moving and causing more damage.*

Hazardous Materials Clean Up

NARRATIVE: Eng 5 (add additional resources as applicable) responded to a MVA/TC with a single vehicle on its roof with a person self-extricated. Closed down entire highway with apparatus and flares due to the vehicle blocking the roadway. There were fluids leaking from the vehicle (motor oil and coolant). Cleaned up oil spill after it was absorbed by 5 lbs of oil dry. Cleared large amounts of vehicle debris from the roadway. All parties were assessed for injuries. Assisted tow company with removing vehicle from roadway, then flipping it back onto its wheels.

Key Words to use if applicable): *blocked roadway, moved vehicles, detoured traffic, arrived on-scene prior to the law enforcement agency, and removed debris from roadway, cleaned up fluid (type and amount if possible),*

Narrative Examples

used absorbent (type and amount if possible), equipment used on-scene, disconnected battery to prevent fire, chocked vehicle to keep it from moving and causing more damage.

Vehicle Fire

NARRATIVE: Eng 5 (add additional resources as applicable) was dispatched to a vehicle fire on the side of the road. Upon arrival crew found the vehicle's engine compartment fully involved. Had to detour traffic due to fire. Fire was extinguished using (1) 1 ¾" hose line. Used hand tools and foam. Provided clean up of fluids and debris that leaked and/or melted onto the roadway. Applied absorbent to mitigate the spill. Performed fire investigation to find cause and origin.

Key Words to use if applicable): *blocked roadway, moved vehicles, detoured traffic, arrived on-scene prior to the law enforcement agency, and removed debris from roadway, cleaned up fluid (type and amount if possible), used absorbent (type and amount if possible), equipment used on-scene, foam used, chocked vehicle to keep it from moving and causing more damage.*

Extrication

NARRATIVE: Eng 5 (add additional resources as applicable) responded to a MVA/TC. Arrived on-scene to a 4-vehicle accident where there was a male driver pinned in the Honda Civic. Provided extrication to the driver through the driver side door using the Jaws-of-Life. Driver was C-spine and transported by ambulance. Provided BLS to all other patients. 4 transported, and 2 refused transport. Smoke was coming from under the hood of one of the vehicles and the battery cables had to be cut to prevent fire. Traffic had to be re-routed until the Ohio Department of Transportation put up an arrow board due to the vehicles blocking the roadway.

Key Words to use if applicable): *blocked roadway, moved vehicles, detoured traffic, arrived on-scene prior to the law enforcement agency, and removed debris from roadway, cleaned up fluid (type and amount if possible), used absorbent (type and amount if possible), equipment used on-scene, foam used, extrication with what tool. checked vehicles to make sure they were not causing a hazard to the environment or property, disconnected battery to prevent fire, chocked vehicle to keep it from moving and causing more damage.*

Narrative Examples

Helicopter Operations

NARRATIVE: Eng 5 (add additional resources as applicable) responded to a single vehicle accident with fluids on the ground. Provided clean up with absorbent. An additional engine was requested to provide a landing zone for a helicopter at a separate location. Air operations handle by BC 32 and Eng 6.

Key Words to use if applicable): blocked roadway, moved vehicles, detoured traffic, arrived on-scene prior to the law enforcement agency, and removed debris from roadway, cleaned up fluid (type and amount if possible), used absorbent (type and amount if possible), equipment used on-scene, foam used, extrication with what tool, provided a landing zone with additional Engine, checked vehicle to make sure it wasn't causing a hazard to the environment or property, disconnected battery to prevent fire, chalked vehicle to keep it from moving and causing more damage.

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE PLEASANT HILLS FIRE COMPANY.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the Pleasant Hills Fire Company desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE PLEASANT HILLS FIRE COMPANY:

SECTION 1: The Pleasant Hills Fire Company shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 4 - \$1,800.00

Includes Level 1 & 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing etc.). We will bill at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Level 5 - \$2,200.00

Includes Levels 1, 2, & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter is utilized to transport the patient(s).

Level 6

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300

FALSE ALARM BILLING RATES

(a) The first false alarms within twelve (12) months in a calendar year is free of charge

(b) The second (2nd) false alarm in a twelve (12) month calendar year is billed at \$100.00

(c) The third (3rd) false alarm in a twelve (12) month calendar year is billed at \$200.00

(d) The fourth (4th) through sixth (6th) false alarms in a twelve month (12) calendar year are billed at \$300.00 per event not exceed \$500.00 per calendar day.

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party(s) will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill **each incident as** an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be accessed to the responsible party(s).

FOR EMERGENCY INCIDENT CLIENTS:

In order to setup your account correctly, we need the following information.

1. Your complete department legal name and mailing address.
2. The name, email address, and phone number of your Fire Chief.
3. The name, email address, and phone number of the person assigned to manage this program (if not yourself).
4. Where do you want the recovery payments mailed? Full name and address please (if different from your legal name and location).
5. How many total runs did your department respond to last year? Not just Motor Vehicle Incidents, but total runs.
6. What RMS software do you use (Firehouse, Zoll, Fire Programs, etc.)?
7. Is your RMS software hosted locally or cloud-based?
8. Do you have an IT person?
9. If YES, then please provide name, phone, and email:
10. If appropriate, please send the signed ordinance/resolution that allows you to bill along with the fee schedule if this is a separate document.
11. What type of Fire Department: (Unpaid, Combination, Fully-Paid, Subscription/Membership)?
12. Are you bill everybody or only non-residents?
13. If an insurance company denies the claim or an individual does not have insurance, would like the individual billed directly?
14. Will you be will be sending nonpaying accounts to collections?
15. If yes, do you have your own collection agency or will you be using ours?
16. If you choose to use our collection agency, please send us a signed letter on your letterhead stating the following:

I hereby give Fire Recovery USA the authority to send unpaid accounts to collections.

Signature of Chief

Please watch these videos. One will explain how our system works if you choose to submit runs manually. The other shows how to submit runs and how we integrate with RMS software (it's based on FIREHOSUE RMS but is similar if you use Zoll, FirePrograms, or other RMS software).

- Firehouse/Fire Recovery Video: http://youtu.be/J5_HbzL0RAU
- RecoveryHub Training Video: <http://youtu.be/10W-htWMMi0>