

PENTLAND TOWNSHIP BOARD
REGULAR MEETING
AGENDA
JULY 14, 2020

Tonight's meeting will begin after the Township's Election Commission (Supervisor, Treasurer, and Clerk) has a very brief meeting about next month's election as required by law.

Call to Order and Roll Call

Changes to the Agenda

Brief Public Comment

Approval of Minutes

Approval of Bills

Treasurer's Report

New business

- NMU broadband agreement
- Question about our MTA bill (see handout)
- Request from our hall custodian
- Quick discussion about our employee handbook (flip over)

Old Business:

- Wastewater litigation with the Village and sewer lagoon update
- Future Hall Bookings
- Liquor Inspection Reports
- Water and Sewer Updates
 - Lots of stuff here!
- Open for Other Reports
- Communications

Extended Public Comment

Next Regular Meeting – July 14, 2020

Adjournment

PENTLAND TOWNSHIP

REGULAR MEETING

June 9, 2020

Note – this was the first regular meeting held in person since March (the May 19th special meeting was the first meeting of any kind held in person since March).

Because of the public health emergency caused by the corona virus (also known as ‘COVID 19’), the Township Board’s meetings for the past several months were held electronically, in accordance with Governor Whitmer’s Executive Orders 2020-15 and 2020-21. Board members and others were able to either call in or connect via Zoom.com.

The meeting was called to order at 7:00 pm by Supervisor Janet Maki.

Board members present: Treasurer Jean Foley, Trustee Bill Glime, Trustee Martin Lehto, Supervisor Janet Maki, and Clerk Greg Rathje. Absent: none.

Also present: Utilities Superintendent AJ Downey, Deputy Clerk Caryn DeWyse, Luce County Undersheriff Eric Gravelle, and Christine Rathje.

Under changes to tonight’s agenda, the Board added the Fire Committee under new business.

Under brief public comment, Undersheriff Eric Gravelle discussed the many changes to local law enforcement since the pandemic began.

The Board thanked Undersheriff Gravelle and the entire Sheriff’s office for their work during very difficult situations.

Clerk Rathje presented the minutes of the regular meeting of May 12 and the special meeting of May 19 for approval.

Motion by Lehto, seconded by Glime, to approve these minutes. Ayes: All. Motion carried.

The bills were presented by Clerk Rathje.

Motion by Maki, seconded by Foley, to approve the following five items in one motion:

1. There were no General Fund, Sewer Fund, or Water Fund checks issued per Pentland Township’s “Post Audit” policy. (This policy explains how bills are paid between meetings)
2. General Fund check numbers 3906 through 3937 and EFT65 for payment today.
3. Sewer Fund check numbers 5186 and 5187 for payments approved today.
4. Water Fund check number 6122 for payments approved today.
5. Transfer \$34,400.40 from First National Bank of St. Ignace’s Municipal Account to the Checking Account.

The vote on all of the above items - Ayes: All. Motion carried.

The Treasurer's Report was presented by Treasurer Foley.

Motion by Rathje, seconded by Glime, to receive the Treasurer's Report. Ayes: all. Motion carried.

The Board then moved to new business.

Utilities superintendent AJ Downey shared a thorough assessment of the township's sewer systems, identifying items that need attention not only today, but also in the future so the Board can begin to plan for needed work.

Superintendent Downey's very diligent work led to a productive conversation with him and the Board about how to proceed from here.

Tonight's conversation was the first of several about the state of the township's assets and what maintenance needs to be done in the near-term and long-term future.

The Board then discussed allowing the public access to the utilities office now that the Governor's emergency orders have lifted the restrictions on many offices in the Upper Peninsula. The Board closed the utilities office to public entry on March 24 to protect the public and our employees.

In spite of the public health emergency since March, the office has been staffed as usual by our utilities superintendent and administrative assistant. Customers and taxpayers were able to call the office with questions and use the front door's mail slot to drop off payments and forms.

Motion by Rathje, second by Lehto, to authorize Utilities Superintendent Downey to re-open the utilities office to the public when he and our administrative assistant are comfortable doing so.

It was Utilities Superintendent Downey's sense that he and administrative assistant Terrie Slack are ready to reopen the office very soon, if not immediately.

Ayes: All. Motion carried.

The Board then completed its thorough discussion with Mr. Downey about utilities systems to consider one other item under new business.

The Board held a brief discussion about Trustee Glime joining Clerk Rathje at this month's fire committee meeting. There was unanimous consent to confirm Trustee Glime's attending the fire committee meeting and being eligible for the additional meeting pay as set by this Board.

The Board then turned to old business.

The Board heard a brief update about the township's ongoing litigation with the Village of Newberry over sewer treatment rates. As various emergency orders are lifted, our attorney and the courts have reopened for business, and our case is moving forward again.

Treasurer Foley reported there are two upcoming events scheduled at the hall in June and July.

Clerk Rathje reported the township received a set of liquor inspection reports from the Sheriff's Department for the past two months. All of the establishments that were open received a grade of "good".

Since AJ Downey already discussed the township's utilities systems in considerable detail under new business, there was no need to revisit this item under old business.

There were no other reports shared tonight.

There was no extended public comment.

The next regular meeting of the township board is scheduled for Tuesday, July 14, 2020, at 7:00 pm at the Pentland Township Hall.

Motion by Lehto, seconded by Foley, to adjourn the meeting. Ayes: All. Motion carried.

The meeting adjourned at 7:57 pm.

Gregory Rathje
Pentland Township Clerk

Janet Maki
Pentland Township Supervisor

JULY 2020 MONTHLY BILLS

Last updated July 12, 2020

CHECK #	PAYEE	AMOUNT	DESCRIPTION	General Fund	Sewer Fund	Water Fund	Liquor Fund
General Fund checks paid ahead of time: (legally known as "post audit" payments)							
No early bills paid since the June 9 meeting.				\$ -	\$ -	\$ -	
Total		\$ -		\$ -	\$ -	\$ -	
General Fund checks to be paid today:							
Payroll:							
3938	Deborah Burbach	\$ 89.64	Deputy Treasurer - 0 mtg & 1 hrs	\$ 89.64	\$ -	\$ -	
3939	Caryn DeWyse	\$ 325.53	Deputy Clerk - 1 mtg & 19.25 hrs (lots of AV!)	\$ 325.53	\$ -	\$ -	
3940	AJ Downey	\$ 2,954.09	Second paycheck as Utilities Supervisor.	\$ 590.82	\$ 1,181.64	\$ 1,181.64	
3941	Jean Foley	\$ 677.78	Treasurer	\$ 677.78	\$ -	\$ -	
3942	Bill Glime	\$ 183.54	Trustee	\$ 183.54	\$ -	\$ -	
3943	Martin Lehto	\$ 302.29	Trustee & Property Watch	\$ 302.29	\$ -	\$ -	
3944	Janet Maki	\$ 2,487.19	Supervisor & Assessor	\$ 2,487.19	\$ -	\$ -	
3945	Gregory Rathje	\$ 915.00	Clerk	\$ 750.30	\$ -	\$ 164.70	
3946	Terrie Slack	\$ 1,486.87	Admin Assistant & Interim Custodian - 5.92 hours	\$ 538.62	\$ 474.12	\$ 474.13	
Total		\$ 9,421.93		\$ 5,945.71	\$ 1,655.76	\$ 1,820.47	
Remittances:							
EFT 66	US Government	\$ 2,562.75	Electronic Fund Transfer (EFT) Fed.Tax/FICA/SocSec	\$ 1,680.28	\$ 441.26	\$ 441.21	
3947	Michigan Dept. of Treasury	\$ 441.72	State Withholding	\$ 290.67	\$ 75.52	\$ 75.53	
Total		\$ 3,004.47		\$ 1,970.95	\$ 516.78	\$ 516.74	
Accounts Payable:							
3948	AT&T	\$ 333.87	Phone bill	\$ 81.23	\$ 126.32	\$ 126.32	
3949	Cloverland Electric	\$ 60.09	Twp hall - used to be annual.	\$ 60.09	\$ -	\$ -	
3950	Cloverland Electric	\$ 39.60	Pentland School H2O Tower - used to be annual.	\$ -	\$ -	\$ 39.60	
3951	Cloverland Electric	\$ 1,624.59	Regular monthly bill	\$ 621.93	\$ 489.78	\$ 512.88	
3952	Crane Engineering	\$ 15,610.52	Repaired lift station	\$ -	\$ 15,610.52	\$ -	
3953	D&D Lumber	\$ 28.54	Parts for workbench at utility office	\$ -	\$ 14.27	\$ 14.27	
3954	EGLE (formerly DEQ)	\$ 136.00	Water testing	\$ -	\$ -	\$ 136.00	
3955	DeWyse, Caryn	\$ 70.00	100 two-ounce stamps for AV ballots	\$ 70.00	\$ -	\$ -	
3956	Election Source	\$ 68.61	AV ballot supplies	\$ 68.61	\$ -	\$ -	
3957	Foley, Jean	\$ 77.05	Mileage to pick up taxes	\$ 77.05	\$ -	\$ -	
3958	Fosters Ace Hardware	\$ 123.76	Parts and more	\$ 45.60	\$ 49.45	\$ 28.71	
3959	Helen Newberry Joy Hospital	\$ 162.00	Pre-employment exam and drug test	\$ 32.40	\$ 64.80	\$ 64.80	
3960	Luce County Road Commission	\$ 2,279.70	Dust control (see attached)	\$ 2,279.70	\$ -	\$ -	
3961	Lynn Auto Parts	\$ 76.50	Parts and more	\$ 16.25	\$ 30.13	\$ 30.12	
3962	Michigan Rural Water Assoc.	\$ 485.00	Dues	\$ -	\$ -	\$ 485.00	
3963	National Office Products	\$ 573.91	Office supplies for utilities.	\$ 498.91	\$ 37.50	\$ 37.50	
3964	Newberry News	\$ 60.00	Water consumer confidence report	\$ -	\$ -	\$ 60.00	
3965	Pentland Utilities	\$ 3,550.00	Hydrant Rental	\$ 3,550.00	\$ -	\$ -	
3966	Rathje, Greg	\$ 77.70	111 two-ounce stamps for AV ballots	\$ 77.70	\$ -	\$ -	
3967	Rolfe, Craig	\$ 1,510.25	Mostly sewer lawsuit.	\$ 190.00	\$ 1,320.25	\$ -	
3968	Sault Ste. Marie	\$ 36.00	Water testing	\$ -	\$ -	\$ 36.00	
3969	Security Benefit Group	\$ 80.00	457 Plan (w/out Richards & Carmody)	\$ 80.00	\$ -	\$ -	
3970	Semco	\$ 73.96	Natural gas for utility office	\$ -	\$ 36.98	\$ 36.98	
3971	Slack, Terrie	\$ 48.30	84 miles @ 57.5 cents/mile	\$ 48.30	\$ -	\$ -	
3972	Verizon	\$ 48.68	Cell phone	\$ -	\$ 24.34	\$ 24.34	
3973	Visa	\$ 865.28	Fuel, stamps, and office supplies	\$ 158.22	\$ 353.53	\$ 353.53	
Total		\$ 28,099.91		\$ 7,955.99	\$ 18,157.87	\$ 1,986.05	\$ -
Grand Total for Today (checks 3938 - 3973)		\$ 40,526.31	<-- This amount will be transferred from General Fund's Money Market to Checking.	\$ 15,872.65	\$ 20,330.41	\$ 4,323.26	\$ -
Sewer Fund Checks (post audit and today)							
5188	Pentland Twp General Fund	\$ 2,258.36	07/14 Repay General Fund Advance	\$ -	\$ 2,258.36	\$ -	
5189	Pentland Twp General Fund	\$ 20,330.41	07/14 Repay General Fund for today's bills	\$ -	\$ 20,330.41	\$ -	
Water Fund Checks (post audit and today)							
6123	Pentland Twp General Fund	\$ 4,323.26	07/14 Repay General Fund for today's bills	\$ -	\$ -	\$ 4,323.26	
End of List!							

FY 2020-2021 General Fund Repayment Status

(to repay monies advanced to the Sewer Fund)

	Date	Sewer Fund Check #	Amount	Balance	Paid back so far	Note
	11/12/2013	na	\$ -	\$ 343,000.00	\$ -	Starting balance
	3/31/2020	na	\$ -	\$ 201,527.62	\$ 141,472.38	Ending balance FY 2019 - 2020
1	4/14/2020	5182	\$ 1,854.04	\$ 199,673.58	\$ 143,326.42	For March 2020
2	5/12/2020	5184	\$ 1,841.63	\$ 197,831.95	\$ 145,168.05	For April 2020
3	6/9/2020	5186	\$ 1,971.15	\$ 195,860.80	\$ 147,139.20	For May 2020
4	7/14/2020	5188	\$ 2,258.36	\$ 193,602.44	\$ 149,397.56	For June 2020
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Background:

Over the years, the township's sewer fund borrowed money from the township's general fund. Starting in late 2013, home customers began paying a \$5.20 monthly charge to repay this loan (commercial customers and larger residential customers pay \$5.20 for every 4,000 gallons of sewer). The loan is expected to be paid off by 2033 (perhaps sooner). When paid off, this monthly charge ends.

Road Commission Chloride Spraying

Road Commission Chloride Spraying						
				Cost per gallon change		
Year	Invoice	Amount	Gallons	cost per gallon	% change over previous year	% change compared to 2009
2009	691	\$ 2,520.00	9,000	\$ 0.2800	-	0.00%
2010	727	\$ 2,152.00	8,000	\$ 0.2690	-3.9%	-3.93%
2011	748	\$ 2,093.34	7,503	\$ 0.2790	3.7%	-0.36%
2012	778	\$ 1,883.00	7,000	\$ 0.2690	-3.6%	-3.93%
2013	816	\$ 2,093.00	7,000	\$ 0.2990	11.2%	6.79%
2014	832	\$ 2,009.70	6,300	\$ 0.3190	6.7%	13.93%
2015	865	\$ 2,089.15	6,350	\$ 0.3290	3.1%	17.50%
2016*	894	\$ 2,381.81	7,445	\$ 0.3199	-2.8%	14.26%
2016*	898	\$ 2,337.31	7,327	\$ 0.3190	-0.3%	13.93%
2016 TOTAL		\$ 4,719.12	14,772	\$ 0.3195	0.1%	14.09%
2017*	See #	\$ 1,990.45	6,050	\$ 0.3290	3.1%	17.50%
2017*	928	\$ 2,977.78	9,051	\$ 0.3290	0.0%	17.50%
2017 TOTAL		\$ 4,968.23	15,101	\$ 0.3290	0.0%	17.50%
2018*	942	\$ 2,247.56	6,440	\$ 0.3490	6.1%	24.64%
2018*	952	\$ 802.70	2,300	\$ 0.3490	0.0%	24.64%
2018 TOTAL		\$ 3,050.26	8,740	\$ 0.3490	0.0%	24.64%
2019*	974	\$ 981.60	2,400	\$ 0.4090	17.2%	17.50%
2019*	985	\$ 2,702.26	6,607	\$ 0.4090	0.0%	17.50%
2019 TOTAL		\$ 3,683.86	9,007	\$ 0.4090	0.0%	46.07%
2020		\$ 2,279.70	5,100	\$ 0.4470	9.3%	59.64%
*That year had two treatments						
# 2017 the first treatment was billed in two invoices						

PENTLAND TOWNSHIP - SUMMARY OF ACCOUNTS AT MONTH END					MONTH END	
					6/30/2020	
GENERAL FUND						Notes
First National Bank of St. Ignace - Checking					\$ 3,896.20	
First National Bank of St. Ignace - Money Market					\$ 293,690.42	
First National Bank of St. Ignace - Money Market for future purchases					\$ 99,143.01	
First National Bank of St Ignace CD - Fire Truck 2015-2019					\$ 192,927.15	CD #13466 matures 03/25/2023 1.50% 36 months. Five CD's consolidated into one on 3/25/2020.
First National Bank of St Ignace CD - General Fund					\$ 31,940.27	CD #13466 matures 03/25/2023 1.15% 36 months
SEWER FUND						
mBank Checking - Operating					\$235,874.07	
mBank CD - Sewer Reserve 2019					\$ 10,251.36	CD #2455 matures 03/27/2022 1.98% 36 months For future repairs.
WATER FUND						
mBank Checking		Includes cash in bank, water bond & interest redemption, and equipment reserve.			\$ 288,756.77	
First National bank of St. Ignace CD - Water Reserve					\$ 44,021.52	CD #12291 matures 09/30/2021 1.70% 36 months
TAX COLLECTION						
mbank Checking					\$ 3,623.46	

LTE IMPLEMENTATION AGREEMENT

THIS AGREEMENT is made July 14, 2020 between NORTHERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 1401 Presque Isle Avenue, Marquette, Michigan, 49855-5301 (“NMU”) and PENTLAND Township, an unincorporated Michigan community, whose address is 13105 Co Rd 400, Newberry, MI 49868 (“PENTLAND”).

Background

NMU proposes to expand its wireless Educational Access Network (NMU EAN) into the PENTLAND Township area and wishes to enter into a relationship with PENTLAND for that purpose. PENTLAND will agree to provide Water Tank space, related equipment space, and power, and will receive, in exchange, the use of the NMU EAN networking equipment to enable LTE access to PENTLAND’s network for PENTLAND operations, including emergency vehicles, utility vehicles, and PENTLAND offices and municipal buildings.

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. PENTLAND hereby leases to NMU space on PENTLAND’s water tank, along with space (approximately 3’x6’x6’) in or adjacent to the Water Tank site located at coordinates N 46.233176° latitude, W -84.588498° longitude and being sufficient to hold NMU’s transceiver equipment, backup generator, and propane tank, as well as additional space atop the water tower suitable for the installation of sector antennas, microwave dishes, and fiber optic equipment (collectively, the “Leased Premises”), together with the full and unimpaired access to the Leased Premises and other common areas of the Water Tank (as defined herein), with 24 hours’ advance notice, or on an expedited basis in the event of an emergency, during the term of this Agreement. The Leased Premises is situated at the base of the PENTLAND Water Tower. The Leased Premises and the adjacent area of the Water Tower site are collectively referred to herein as the “Water Tank”. If adequate space is not available inside the existing Water Tank, PENTLAND will lease space to NMU, adjacent to the tank, for the installation of outdoor-rated equipment and climate controlled equipment enclosures.

2. Use of Leased Premises. PENTLAND hereby grants permission to NMU to install, operate and maintain the transceiver equipment, antennas, fiber optic equipment, cabinets, outdoor-rated equipment, climate controlled equipment enclosures and other communications equipment in order to operate the wireless network (collectively, the “Communications Equipment”) on or in the Leased Premises during the term of this Agreement. The Communications Equipment located at the Leased Premises shall be used solely for operating and maintaining a wireless network and related activities. The Communications Equipment shall not interfere with any of PENTLAND Township’s existing equipment transmissions.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue for a term of ten (10) years. Thereafter, this Agreement shall be renewed automatically for additional terms of five (5) years each unless at least sixty (60) days prior to the end of the original or any renewal term, either party provides written notice to the other party of its intention to terminate the Agreement upon the expiration of the then current term. NMU and PENTLAND intend to operate the LTE system for the term of this agreement, however, NMU or PENTLAND may terminate this Agreement at any time, with cause, upon one-year prior written notice.

4. Rent. The rent for the Leased Premises shall be \$0, and there shall be no charge to NMU by PENTLAND for rent or power necessary to operate Communications Equipment. In exchange, NMU shall not charge PENTLAND for access to and use of NMU’s LTE wireless network (“LTE Network”).

5. PENTLAND Use of Wireless System. For the duration of this Agreement, NMU shall allow PENTLAND use of the LTE Network for the sole purpose of enabling LTE access to PENTLAND

NMU EAN IMPLEMENTATION AGREEMENT

Date: July 14, 2020

Township's network for PENTLAND Township operations, including emergency vehicles, utility vehicles, and PENTLAND offices and municipal or public buildings ("Purpose"). Bandwidth available to PENTLAND shall be provided as "best effort" service with expected LTE data transfer rates of fifteen (15) megabits per second down and five (5) megabits per second up, per client, subject to any limitations imposed by PENTLAND owned equipment or network service. Notwithstanding any other provision herein, PENTLAND's use of the LTE Network is provided without warranty, "as-is" and "where is," and NMU shall not be responsible for any outages or otherwise poor performance of the LTE Network.

6. PENTLAND agrees it shall not use the LTE Network for any other Purpose without the prior written consent of NMU. NMU may suspend Township's use of the LTE Network if PENTLAND or its employees, agents or guests use the LTE Network for any other Purpose without NMU's prior written consent. PENTLAND is responsible to purchase their own CPE (Customer Premise Equipment) used to enable township-owned network operations.

7. Installation, Operation and Maintenance of Communications Equipment. NMU shall be solely responsible for installing (by qualified personnel), operating and maintaining the Communications Equipment in good working order. All Communications Equipment owned by NMU at the Water Tank Site shall be at the risk of NMU only.

8. Removal of the Communications Equipment Upon Termination. Upon termination of this Agreement for any reason, NMU shall remove the Communications Equipment and repair any damage from such removal to the Water Tank Site. If the Communications Equipment is not removed from the Water Tank Site within 60 days after termination of this Agreement, PENTLAND shall be permitted to remove such equipment and bill NMU for reasonable costs.

9. Access. PENTLAND agrees that during the term of this Agreement, NMU shall have reasonable ingress and egress to the Water Tank Site for the purpose of maintaining, installing, operating or repairing the Communication Equipment with access on 24 hours' advanced notice or on an expedited basis in the event of an emergency. PENTLAND shall furnish NMU with the means to access the Water Tank Site.

10. Insurance.

10.1 PENTLAND Insurance. PENTLAND shall obtain and maintain during the term of this Agreement: (i) all risk property insurance covering all the Water Tank, improvements and fixtures on the Water Tank Site in an amount not less than 100% of their actual replacement cost; and (ii) commercial general liability insurance, including broad form property damage insurance, for bodily injuries and property damage, in amounts not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injuries or death or property damage occurring on the Water Tank Site.

10.2 NMU Insurance. NMU shall obtain and maintain during the term of this Agreement: (i) all risk property insurance covering all the Communications Equipment on the Water Tank Site in an amount not less than 100% of its actual replacement cost; and (ii) commercial general liability insurance for bodily injuries and property damage, in amounts not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injuries or death or property damage occurring on the Water Tank Site.

NMU EAN IMPLEMENTATION AGREEMENT

Date: July 14, 2020

10.3 Worker's Compensation Insurance. Each party shall ensure that its officers, employees, contractors, subcontractors and agents who enter onto the Leased Premises are fully covered by Workers' Disability Compensation Insurance to the extent required under Michigan law.

10.4 Certificate of Insurance. Each party shall furnish certificates of insurance or other acceptable evidence that all insurance required by this contract is in force at all times during this Agreement. All policies relating to the Leased Premises shall contain a provision that the policy shall not be modified or canceled unless the insurer first gives at least thirty (30) days prior written notice.

10.5 Waiver of Subrogation Rights Under Insurance Policies. NMU and PENTLAND hereby waive all rights of recovery which either might otherwise have against the other, and its trustees, officers, agents, employees, invitees, guests, or licensees, for any damage to their property which is covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of one of them, or its trustees, officers, agents, employees, invitees, guests, or licensees; provided, however, that this waiver shall be effective only with respect to losses or damages occurring where this waiver will not affect the right of the insured to recover under the applicable policy of insurance.

11. Water Tank Lighting and Marking Responsibilities. PENTLAND shall be responsible for compliance with all tower or shelter markings and lighting requirements which may be required by the FAA or the FCC. PENTLAND shall maintain all required records and shall file any required notification with the FAA concerning any repairs to the Water Tank.

12. Maintenance of Water Tank Site. PENTLAND shall maintain and repair the Water Tank Site on an as needed basis to conform to local, state, FAA and FCC ordinances, rules and regulations with reasonable diligence.

13. Limitation of Damages. Neither party shall have any liability to the other for punitive damages or for any consequential, incidental, or special damages, loss of production, revenue or profits. Further, NMU shall not have a liability to PENTLAND for failure to provide wireless network access. Nothing in this Agreement is intended to or can be deemed a waiver of either party's governmental immunity.

14. Damage or Destruction. If the Water Tank Site is damaged or destroyed by fire, winds, flood, riot or other natural or manmade cause, PENTLAND shall have the option to repair or replace the Water Tank Site or to terminate this Agreement effective on the date of such damage or destruction. In the event PENTLAND elects to terminate the Agreement, PENTLAND shall have no further obligations hereunder. If PENTLAND elects to repair or replace the Water Tank Site, until such repair or replacement is completed, PENTLAND's rental hereunder shall abate in proportion to the part of the Leased Premises which is unusable by PENTLAND under this Agreement. If PENTLAND undertakes such repair or replacement, but cannot complete the same within 90 days after the damage occurred, NMU may terminate this Agreement upon 30 days prior written notice and have no further obligations hereunder.

15. Default. A party shall be deemed to be in default under this Agreement upon occurrence of any of the following events: (a) any failure of the party to perform any other of the terms, conditions or covenants of this Agreement for more than thirty (30) days after written notice of such default shall have been given thereto, or (b) if PENTLAND shall abandon the Leased Premises, or allow this Agreement to be taken under any writ of execution.

NMU EAN IMPLEMENTATION AGREEMENT

Date: July 14, 2020

Upon the occurrence of any of the events of default described in this Section, the defaulting party shall be deemed to be in default of this Agreement and the non-defaulting party may, at its option, without further notice or demand, have all rights and remedies provided at law or in equity.

16. Force Majeure. The parties shall not be in default hereunder if either party is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, riot, shortage of material, tornadoes, floods, acts of God, or other causes beyond the party's control.

17. RF Interference. Under no circumstances shall NMU, its employees, invitees, agents, or any other person or entity acting under its authority, put the Leased Premises to any use that in any way interferes with PENTLAND's use of its own property, water tank, or communication system. If PENTLAND determines that any use of the Leased Premises unreasonably interferes with PENTLAND's use of its own property, tower, or communication system, PENTLAND shall provide NMU a detailed description of any such interference by registered United States mail. NMU shall correct any such interference within seventy-two (72) hours, or such other period of time as may be mutually agreed to by PENTLAND and NMU. If NMU fails to correct any such interference to the satisfaction of PENTLAND within seventy-two (72) hours or within such other time mutually agreed upon, PENTLAND may terminate this Agreement without liability to NMU by giving an additional ten (10) days' written notice of termination by registered United States mail.

18. Hold Harmless. NMU shall hold PENTLAND harmless to the extent of any personal injury or death to any NMU employee or contractor, property damage to the Water Tank, or problems with interference of any third party's communication equipment located on the Water Tank caused by NMU's Communication Equipment except to the extent caused by PENTLAND.

19. Assignment. Neither party may assign or sublet any portion of its rights and interests under this Agreement without the express written consent of the other party. Additionally, PENTLAND may not sell or transfer any portion of the Leased Premises without prior written notice to NMU. Neither NMU nor any assignee or subleasee shall install additional towers or equipment, nor in any way increase the use or burden upon the Leased Premises, without the express written consent of PENTLAND. PENTLAND reserves the right to modify the consideration or charge an actual monthly lease fee if additional equipment over and above that contemplated by the Agreement is to be installed. NMU shall notify PENTLAND of any proposed assignment or sublease, or any additional towers or equipment proposed, by registered United States mail at PENTLAND's address written above.

20. Miscellaneous.

20.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (a) when personally delivered to the party to be given such notice or other communication; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth at the beginning of this Agreement or to such other address as the parties may designate in writing.

NMU EAN IMPLEMENTATION AGREEMENT

Date: July 14, 2020

20.12 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto.

20.13 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

20.14 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors, assigns, guardians, heirs and legal representatives.

20.15 Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

20.16 Entire Agreement and Amendment. This Agreement contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Agreement may not be altered or modified except by a writing signed by NMU and PENTLAND.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused it to be effective as of the day and year first set forth above.

NMU:
NORTHERN MICHIGAN UNIVERSITY

PENTLAND:
PENTLAND

By: _____
R Gavin Leach

By: _____

Vice President
Its: Finance and Administration

Its: Supervisor

Vacation, Personal Days and Paid Holidays:

The Administrative Assistant will receive one week vacation and six personal days per year, along with paid holidays. Both are non-accruable.

Pentland Utilities Superintendent shall receive 10 days' vacation thru five years of service and then it shall increase to 15 days' vacation on the sixth year of service. Sick leave shall be one day per month, along with paid holidays. Both are non-accruable.

Holidays: The following shall be recognized as holidays and the employer shall not normally schedule work on these days:

- ½ day New Year's Eve
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day (Thursday and Friday)
- Christmas Eve
- Christmas Day
- New Year's Day

When the holiday falls on Saturday, it will be granted on the preceding Friday. When any holiday falls on Sunday, it will be granted on the following Monday.

Bereavement Leave: The administrative assistant will be permitted upon notice to the department head to be absent from work without loss of pay, upon the occurrence of the death in the immediate family to include spouse, child, mother, father, sister, brother, grandchild, mother or father in-law, or grandparent for 3 work days. If additional time is needed, the employee may use personal or vacation time.

Court Appearances: An employee summoned for jury duty or subpoenaed to appear in court proceedings will be permitted to be absent for such court appearances without loss of pay, provided the employee submits all court per diem payments to the township clerk. The employee must make every effort to return to work promptly. Failure to do so may result in the denial of pay for the time off as determined by the department head. An employee may take personal or vacation leave if subpoenaed to attend court proceedings unrelated to township business or for private matters. If no paid leave is available to the employee he/she may be granted unpaid leave for this purpose. The employee is to notify the department head of a jury summons or subpoena as far in advance as possible of the expected absence, and give an estimate of the length of the absence. A copy of the jury summons or subpoena is to be provided to the township clerk to be placed in the employee's personnel file.

Employee Guidelines

Behavior Standards: Employees are expected to maintain high ethical standards and professionalism in their dealings with the public and fellow employees. An employee shall not accept loans, gifts of money, or goods, services or any other preferred arrangements that results in direct or indirect personal benefit from any entity with whom the township has any formal or informal financial arrangement.

Volunteer Emergency Service: When an employee is available to respond to emergency calls and when those calls generate pay for said employee, the employee will use vacation time or with approval from the township board shall make up said time upon returning to work for time away from his/her duties during such calls.

Use of Township Equipment and Resources: Employees may not use township equipment or supplies for personal reasons, unless prior approval is obtained from the township board. Township equipment may not be removed from the building unless approved in advance by the township. If approved, the use of the township equipment for personal reasons must take place outside the employee's working hours.

**PENTLAND TOWNSHIP
CLERK'S REPORT
JULY 14, 2020**

1. Revenue sharing down

- a. Revenue sharing from the state's sales tax is the general fund's main source of money – about 60% of the general fund comes from this source.
- b. We received our June state shared revenue payment a few weeks ago (they happen every two months).
- c. As predicted, it was about 7% less than last year:
 - i. 2019 June payment \$28,591.
 - ii. 2020 June payment \$26,662.
- d. We're not in trouble today, but it's safe to assume for the foreseeable future we're going to receive less funds, and our budget will have to be tweaked later this year if this trend continues.

2. Village lawsuit

- a. Last week there was supposed to be a court hearing with Circuit Judge Carmody.
- b. We requested the hearing so we ask the court to punish the Village for not sharing the information we asked for in December.
- c. After many rounds of emails between our attorney and the Village's attorney, we agreed to postpone the hearing until September.
 - i. We hope the Village is finally ready to answer our questions and do so in a way that we can use.
- d. Hopefully in the next month or so the Village will finish pulling together the information we asked for, and we can cancel the September hearing and move on with the case.
- e. Another part of our case is mediation with the Village. This step is required by the courts before we can go to trial.
 - i. Janet, our attorney, and I will be attending mediation with the Village on August 26 and 27

3. FOIA request

- a. We received a freedom of information act request (FOIA for short) from the FERGUSON for Congress campaign.
 - i. It was a simple request for our list of voters who wanted to be on our permanent absentee voter list.
- b. It took me just a few minutes to complete the request and email the list to them.
 - i. So I waived any fees for the request because it was so straightforward.
- c. Speaking of the permanent AV list it's now over 140 people, which is about 10% of the township's voters!

i. We just started the list a year or so ago.

4. Onboarding AJ as the new utility superintendent (ongoing)

- a. I sent out several emails to surrounding cities asking for copies of employee agreements we could use a template, but no luck.
 - i. After this meeting I'll try another few rounds of emails and the Michigan Rural Water Association (thanks to Bill Glime for the tip!)
- b. Another item to work with AJ is setting up his "457 plan" (savings plan for his retirement!).
- c. Finally, AJ and I will get together soon about the budget and show him how all the pieces of our three main funds (general, sewer, and water) work separately and together.

5. Changes to the employee handbook

- a. We adopted a handbook in 2014; and have tweaked it a few times since then.
- b. Based on several items that came up in the past few months, it's probably time to have it reviewed by our attorney.
- c. For example – when does vacation and sick time accrue – from an employee's hire date, or January 1st (and prorate for an employee's first and last year)? The handbook doesn't say.
 - i. And, do they earn the full time at the start of the year?
 - ii. What if they leave before the year is over and they have already used their time for the year?

6. Elections this year (repeat)

- a. Tuesday, August 4 is the regular primary.
- b. The March primary was for the political parties to pick their nominee for president.
- c. The August primary is for the political parties to pick their nominees for township, county, state, and federal offices.
- d. There will be four millage questions too – the Veterans Affairs Office, the Ambulance Service, and the Library are all renewals, and a new one for an animal shelter (not animal control) with a connection to Pet Pals.
- e. Tuesday, November 3 is the general election...the big one!

7. Blizzard of absentee voters

- a. This August's election is already historic for our township in one way...
- b. As of this week, we've sent out over 160 ballots to absentee voters.
- c. I've been able to find records going back ten years, and this is more AV ballots in any election – including the presidential elections.

- d. I'd like to recognize Deputy Clerk Caryn DeWyse for the many hours it's taken to not only send out applications and ballots, but to enter all of them in the state's database in a timely fashion. ***Thanks Caryn!***

8. Two new election gadgets

- a. To handle the blizzard of AV ballots (and recognizing that we're going to be even busier in November), we bought a dedicated label printer to help with getting ballots sent out faster. This label printer puts a barcode on each label.
- b. We also bought a scanner (like Terrie has at the utility office) that allows us to 'scan' in a ballot or an application when they come in. This really speeds up our processes...especially with so much more AV paperwork to handle!

9. Quick reminder - audit dates (repeat)

- a. Our auditors will be here the week of August 10.
- b. They'll attend our Board meeting on Tuesday, August 11.

10. Speaking of the audit...

- a. I spent a lot of time in June getting ready for the audit.
- b. Today (July 14) I sent the auditors a "trial balance". It's the first report they look at as they work through our numbers each year.
- c. The more time put into making sure our numbers in the trial balance are accurate, the easier the audit itself goes in August.

11. Census

- a. Here's how we compare to the other townships in Luce County in completing the census as of today (last month are in parentheses)...we're well ahead!
 - i. Columbus 19% (last month 16%)
 - ii. Lakefield 39% (35%)
 - iii. McMillan 40% (37%)
 - iv. Pentland 59% (57%)**

12. Liquor Inspections

- a. We received liquor inspection reports from the Sheriff's department for June.
- b. All of the locations that were open were scored as "good".

13. Facebook page

- a. We have a Facebook page! Enter "Pentland Township" in FB's search bar.
- b. We have 351 "Likes"...when will we reach 375?
- c. Our Facebook page began in late January of 2018...two years ago!

14. Time tracking

- a. Finally, I thought it might be useful to share my time working and volunteering for the township.
- b. I track my time for the various things I do (jobs, volunteering, and such).
- c. See below for the chart!

<u>Clerk's Time June 2020</u>	Time (hours:minutes)
TOTAL TIME	108h 31m
General work (minutes, meeting prep, filing, mail...)	19h 45m
Bookkeeping (routine stuff like payroll, bills and budgets...)	61h 48m
Elections	26h 58m
<i>(all times rounded to nearest minute)</i>	
<i>*I volunteer for the Township to do these things – they're not part of my legal duties as Clerk <u>(nothing this month)</u>.</i>	

That's it!

Pentland Township Supervisor's Report July 2020

The SEV for 2020 of real & personal parcels is 49,581,093 and taxable value of 43,208,352.

Village of Newbery Mediation with Pentland Twp: It looks like we have the dates of August 26, 27 set aside for Mediation with the village and a back up date of September 2, & 3. Jeffrey Jocks is their attorney and we will also be requesting the interim manages along with George Blakely attend. The mediator is Richard W Wilson. I would also like to see if Bill can also be available these days.

2020 summer mileages: The tax bills are out based on taxable value of 43,208,352.

State Ed	6.000
Co Operating	5.28850
TAS Operating	18.00000

2020 winter mileages: Estimated winter collection

Ambulance	.5000	Extension/Parkrec	.9986	EUP ISD Voc Ed	1.000	"New for 17"
Airport	.4993	Child Oper	.5000	Library Oper	.4973	
Senior Oper	.5000	Vets Oper	.4993	Sherf oper	1.000	
EUP ISD Alloc	.2000	EUP ISD Charter	1.000	Pent Twp	.9279	
Co Ambul Equip	.5000	"New for 18"				

Veterans Exemptions for 2020

1. Furton 004-002-007-0500 at 12307 CR 408
2. Hardy 004-002-016-0200 at 10013 M-28
3. Hedger 004-002-020-1500 at 3835 CR 401
4. Masich 004-003-001-8165 at 13968 W Willow
5. Richmond 004-003-014-1850 at 4011 W CR 460
6. Fultz 004-003-019-0600 at 18479 CR 458
7. Bennett 004-003-001-3500 at 13367 CR 457
8. Welty 004-450-000-0300 at 5156 CR 389
9. Burbach 004-276-000-1800
10. Erkintalo, 004-003-012-3200
11. Jonas, 004-450-000-0200.

Preliminary Sales Study of Residential Class by Equalization: I received a preliminary study of the residential class based on sales for the 24 month period 4-1-18 to 3-31-20 at 48.67. The one year sale study is coming in at 48.37. This would mean a very slight increase in the residential class to reach 49% required.

Municipal Fire Protection Questionnaire: Public Act 289 of 1977. This report is due back on June 20th to Department of technology management and budget. I have not seen this report yet for the township to sign and return.

July Board of Review: Tuesday, after the third Monday in July or July 21st is the official day for July BOR to correct clerical errors. I would like to schedule BOR for 5:30 on July 21st. I know of three changes to date.

20-1 JBOR: Sharolynn Robinson, 004-350-000-1300 add PRE at 100%.

20-2 JBOR: Diane Burbach, 004-276-000-1800 change to Veterans Exemption tax due -0-

20-3 JBOR: Amy Pavey, 004-403-000-6400 at 14250 N Cooper St, PRE just filed to receive in Pentland, McMillan Township will also have to rescind the PRE in place in their township to qualify.

Here are why some tax bills have differences in the mills collected.

Industrial Personal-351 Class: exempt 6 mills set tax, exempt 18 mills school oper.

Commercial Personal-251 Class: exempt 12 mills sch oper-(pays 6 out of 18), pays 6 mills set tax.

IFT Personal-093 Class: exempt 6 mills set tax, exempt 18 mills sch oper., pay ½ all other mills. Columbus Township has no IFT parcels.

IFT Real-093 Class: can pay 6 mills set tax (will say on cert.), pays ½ of 18 mills sch oper., & ½ other mills. Columbus Township has no IFT parcels.

County Commissioners Update: Meeting minutes attached.

Regular Meeting
Luce County Board of Commissioners
Tuesday, June 16, 2020 @ 4:30 p.m.
Circuit Courtroom – County Government Building
407 W. Harrie Street
Newberry, MI 49868

The meeting was called to order at 4:30 p.m.

PRESENT: Commissioners Clark, French, Morrison, Henry, and Erickson

ABSENT: None

GUESTS: Gary Moulton, James Fenlon, Mike Fossum

The Chair led the Pledge of Allegiance.

Henry upon support of French offered the following and moved its adoption:

RESOLVED, to approve the agenda with the following additions

1. Request to approve hiring someone temporarily to fill in at the Luce County Airport.

The resolution was unanimously adopted.

Erickson upon support of Morrison offered the following and moved its adoption:

RESOLVED, to approve the minutes of the Regular Meeting dated May 19, 2020 as presented.

The resolution was unanimously adopted.

French upon support of Erickson offered the following and moved its adoption:

RESOLVED, to accept the treasurer's report as presented.

The resolution was unanimously adopted.

Public Comment:

None

French upon support of Henry offered the following and moved its adoption:

RESOLVED, to approve the request from James Fenlon, Luce County Equalization Director for L-4029 2020 tax millage rate request.

The resolution was unanimously adopted.

Erickson upon support of Henry offered the following and moved its adoption:

RESOLVED, to approve the request from James Fenlon, Luce County Equalization Director for 2020 Taxable Valuations.

The resolution was unanimously adopted.

Erickson upon support of Henry offered the following and moved its adoption:

RESOLVED, to approve the request from Erin Teske, Deputy Treasurer, to receive Covid Stimulus Time for hours worked during building closure. Time must be used before termination of employment and will not be compensated if not used prior to termination. Time off must be approved by Department Head. Time received as follows:

100 hours or less worked receive 20 hours personal time
200 hours or less worked receive 40 hours personal time
300 hours or less worked and capped receive 60 hours personal time

Ayes: Clark, French, Morrison, and Erickson

Nays: Henry

The resolution was declared adopted.

Erickson upon support of Henry offered the following and moved its adoption:

RESOLVED, to offer the temporary position at the Luce County Airport to Daniel Ellis and review after six weeks.

The resolution was unanimously adopted.

County Administrator Gary Moulton presented monthly financial reports to the board. He also discussed scheduling union contract negotiations and informed the board about his discussion with Mackinac County regarding paying our portion the mutual Manistique Lakes Dam fee. He is requesting that we receive an invoice to pay our portion.

Old Business:

Commissioner Clark informed the board that the Jail billing was not sent in April but was sent in May and not yet for June. I am still trying to negotiate reducing our jail bed contract with Alger County. Deputy Ciaramitaro is now done at the Sheriff Department. He was hired under the millage fund and has not been replaced. I want to know why they have not filled that position with Deputy Mike Fossum who is already trained. I also want to know why the Sheriff Department is not billing the State for parole violations. That is money we should be getting reimbursement from the State.

New Business:

The Board would like to extend a Thank You to Davis Tree Service for fixing the flagpole at the County Government Building at no charge.

Department Head Reports:

None

Committee Reports:

Commissioner Erickson attended the following committee meetings: Luce County Ambulance and Airport.

Commissioner Henry attended the following committee meeting: By Zoom Regional Planning redact committee

Commissioner Morrison attended the following committee meetings: Two phone conference calls for Pathway

Commissioner French attended the following committee meetings: LMAS and EUP Transportation Authority

Commissioner Clark attended the following committee meeting: Luce County EDC.

Public Comment:

None

French upon support of Morrison offered the following and moved its adoption:

RESOLVED, to pay claims as previously approved by the claims and audit committee as follows:

101	General Fund	29,339.94	208	Parks & Rec.	8,697.48
211	Extension	22,304.44	215	FOC	83.33
249	Bld Dept	1,013.00	256	ROD Auto Fun	440.00
260	Indg Def Fund	9,236.35	261	Shot Range	48.88
265	911	130.00	266	Sheriff Mill	3,414.96
269	Law Lib	185.35	280	Tether Prog	657.20
295	Airport	1,346.93	296	Drug Court	1,357.01

Grand Total \$78,257.87

The resolution was unanimously adopted.

The Board changed its July Meeting date to July 14, 2020 @ 4:30 p.m.

The Chair adjourned the meeting at 5:17 p.m.

Respectfully submitted,

Michelle Clark, Chair

Sharon J. Price, Clerk