

AGENDA

CHOCOLAY TOWNSHIP BOARD

Township Fire Hall Room
December 12th, 2022 – 5:30 P.M.

- I. MEETING CALLED TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL:** Richard Bohjanen (Supervisor), Max Engle (Clerk), Ben Zyburt (Treasurer), Dave Lynch, Kendra Symbal, Donald Rhein, Judy White (Trustees).
- IV. APPROVAL OF AGENDA – Additions/Deletions.**
- V. PUBLIC COMMENT**
- VI. CONSENT AGENDA**
 - A. Approve Minutes of Previous Meetings – Regular Meeting, November 14, 2022.
 - B. Approve Revenues and Expenditure Reports – November 2022.
 - C. Approve Bills Payable, Check Register Reports – November 1, 16 and 29, 2022.
 - D. Approve Regular Payroll – November 10, and 23, 2022.
- VII. SUPERVISOR’S REPORT**
 - A. Annual Board and Commission Appointments
- VII. CLERK’S REPORT**
 - A. Elections Update.
- IX. PUBLIC HEARING**
- X. PRESENTATIONS**
- XI. UNFINISHED BUSINESS**
 - A. FY 2023 Annual Budget.
 - 1. Approval of the Annual Fee Schedule
 - 2. General Appropriations Resolution
 - 3. Public Act 152 Resolution
- XII. NEW BUSINESS**
 - A. Consider 2023 Board and Commission Appointments.
 - B. Consider 2023 Township Office Holiday Closure Dates.
 - C. Consider 2023 Boards and Commissions Meeting Dates.
 - D. Recommendations from the Pension Committee.
 - 1. Empower Supervisor to Sign Contract with Existing Benefits Company, VAST, to Offer Flexible Spending Account
 - E. Manager Update for the Sewer and Budget.
- XIII. BOARD MEMBER’S COMMENTS**
- XIV. PUBLIC COMMENT**
- XV. CORRESPONDENCE, MEETING MINUTES AND INFORMATION.**
 - A. Minutes – Chocolay Township Planning Commission; Regular Meeting of October 17, 2022.

B. Minutes - Marquette County Solid Waste Management Authority; Regular Meeting of November 16, 2022, Draft.

C. Information – Chocolay Township Newsletter – November 2022.

XVI. ADJOURNMENT

November 14, 2022

The regular meeting of the Chocolay Township Board was held on Monday, November 14, 2022, in the Chocolay Township Fire Hall. Supervisor Bohjanen called the meeting to order at 5:30 p.m.

PLEDGE OF ALLEGIANCE.

TOWNSHIP BOARD.

PRESENT: Richard Bohjanen, Max Engle, Ben Zyburt, Judy White, Don Rhein, Kendra Symbal

ABSENT: David Lynch (excused)

STAFF PRESENT: William De Groot, Suzanne Sundell, Joe Neumann

APPROVAL OF AGENDA.

Rhein moved, Engle supported to approve the agenda as presented.

MOTION CARRIED

PUBLIC COMMENT – NONE

CONSENT AGENDA

- A. Approve Minutes of Previous Meeting – Regular Meeting, October 10, 2022, and Closed Session Meeting Minutes of October 10, 2022.
- B. Approve Revenue and Expenditure Reports – October 2022.
- C. Approve Bills Payable, Check Register Reports – October 6, 2022 (Check # 25687, in the amount of \$534,478.10), October 12, 2022 (Check #'s 25688 – 25712) in the amount of \$17,981.54), October 26, 2022 (Check #'s 25713 – 25738 in the amount of \$46,083.40), and October 28, 2022 (Check #'s 25739 – 25740, in the amount of \$24,190.40).
- D. Approve Bills Payable – Regular Payrolls of October 13, 2022 (Check #'s DD2765 – DD2796 and Check #'s 11270 – 11274, Federal, State, and MERS in the amount of \$38,672.53), and October 27, 2022 (Check #'s DD2797 – DD2822 and Check #'s 11275 – 11279 Federal State, and MERS in the amount of \$39,853.78).

Rhein moved, Zyburt supported to approve the consent agenda as presented.

MOTION CARRIED

SUPERVISOR'S REPORT

Supervisor Bohjanen reported that the Assessor is getting close to the required 20% of assessments that need to be completed. It has been suggested that if the weather holds, the Assessing Assistant should continue with the visits.

Manager's Evaluation – this is an annual evaluation. He asked the Board for any comments they may have on the Township Manager. It was felt that Chocolay Township is very fortunate to have Township Manager De Groot.

COVID – there are rumors in the community that the numbers are going up again and more people are wearing masks. The numbers that are obtained now are incomplete, as many people are doing home testing and those numbers are not reported.

CLERK'S REPORT

Clerk Engle read the following "Freedom of Information Act (FOIA) Statement" which is required as part of the settlement:

"As a result of the Charter Township of Chocloy's Handling of Requests made pursuant to the Freedom of Information Act (FOIA) the Township has evaluated our prior FOIA practices and processes and has taken actions to be compliant with FOIA and make the process more efficient."

Some of these actions will include:

1. Personnel involved in responding to FOIA requests have attended FOIA training this year and the Township is committed to training for the FOIA Coordinator for the Township and the Police Department Assistant / Accreditation Manager, who obtains police records for response, at least one time per year moving forward;
2. We have improved a tracking system / spreadsheet for FOIA requests to keep tract of the requests and responses on a more efficient basis;
3. We are involving more personnel of the Township staff in obtaining and reviewing records to respond to FOIA requests;
4. We are reviewing implementation of computer software designed to assist with FOIA responses; and
5. We are working on more efficient search functions to respond to FOIA requests.

Election Report – There were a lot of problems with both epollbooks and one tabulator. We were able to switch out the tabulator to fix that. The epollbooks had to have the program reinstalled on different computers and the information was manually entered into the system in order to use the program to close out the election. The actual election was conducted entirely on paper, so the lines were somewhat longer. In the end, everything worked out and we were done by midnight. The voter turnout was good.

PUBLIC HEARING – FY 2023 PROPOSED TOWNSHIP BUDGET

The Public Hearing opened at 5:47 pm.

Manager De Groot presented the FY 2023 Proposed Budget. All department leaders were asked to save money this year. We are also looking at coordinating grant funds with millage funds. Revenues are budgeted at \$2.668 million – this consists of grant funding, ARPA funding, State Revenue Sharing increase, and KBIC 2% money. As interest rates go up, taxes go up – projecting about \$950,000 taxable revenue in taxes.

General expenses are consistent at \$2.093 million. There are some added areas we are looking at. One of these is an Internship Program – if this works out and the intern is interested we would look at putting them through the Police Academy. The State will reimburse \$4,000 for the internship

and fully reimburse the Academy. We have also created a Grant / Planner space, and looked at if we need to replace the full time position in Public Works. It was decided that Public Works will have two full time employees and 1 three-quarter time employee utilized during the busy seasons.

Insurance rates have increased. In Capital outlay, we are looking at projects that are grant based (tennis courts, marina). Conservative on interest on investments and bank accounts at 1%.

Clerk Engle requested that FOIA software be added to the budget at a cost of \$500 per month. This would increase the Clerk budget (215) by \$6,000. This program will notify the Clerk when a FOIA has come in. It is cloud based, so it is easier to send attachments. This program would keep everything together, similar to the spreadsheet we use now, and send notifications when something is put in the folder and will issue a reminder on when things are due. Program is "Next Request" and is based out of state. Symbal is in support of this but would like to do a little more in-depth research. Engle stated that he was able to find two companies that were doing this, and the other was significantly more.

Public Comment:

Stephanie Gencheff, 597 Lakewood Lane – doesn't like to hear the amount of money this will cost.

Public Hearing closed at 6:05 pm.

PRESENTATION – OHM WATER STUDY FINANCIAL FINDINGS

Susan presented the OHM findings. Part of the study was looking at funding opportunities. The Township would not be eligible for SRF funding – there is no current drinking water system. Also looked at connecting with the KBIC water system. This would not apply, as there is no significant contamination. KBIC was approved as Treatment as a State. They have their own water quality standards which may not be the same as what is required for the Township. Chocolay Township is also not eligible for DWSRF. Under USDA Rural Development, the Township would be able to apply for money, but would probably not get anything more than a loan at market value because the Township does not meet the eligibility requirements. After looking at the possibilities, at this time without a water quality concern, there is no program that will help subsidize.

Manager De Groot indicated that everyone is hearing about infrastructure offset which goes through traditional means. The Health Department has never condemned anyone's well, and there are no water advisories for the region we are looking at.

CONSIDER WATER STUDY DIRECTION – OHM AND ASSOCIATES.

Manager De Groot stated that to complete the project, we can complete as designed originally "paper shovel ready" in case something presented itself. The other option would be to complete what has been done so far and finish the actual report.

Symbal asked what information we have on the water samples. Manager De Groot stated the Township has no options, as there is no actual State law to force compliance. The Township may

want to start a PR campaign for residents around Kawbawgam Lake suggesting that people get their wells tested. The Health Department could then work with homeowners on a case-by-case basis for funding. At this point, to finish the project the Township would have to rely on user fees. Rhein stated that when this was looked at a few years ago, the user fees were going to run \$200 - \$300 per month. Supervisor Bohjanen asked OHM if they had any kind of estimate for user fees. Susan (OHM) stated that they did not, but they would probably be high.

White moved, Rhein supported that the Township Board direct OHM to conclude the study with a closure report.

AYES: 5

NAYS: 1 (Bohjanen)

ABSENT: 1 (Lynch)

MOTION CARRIED

SET PENSION COMMITTEE MEETING.

The Pension Committee Meeting will meet on Monday, November 28 at 9:00 am.

DISCUSSION FY 2023 PROPOSED BUDGET

Symbal asked about the track record for FOIA requests. Engle stated the maximum number he has had is 80. We are now at 40 requests, but Engle feels these will continue to grow. White asked about contract length – Engle stated the contract would be for one year.

Engle moved, Zyburt supported that the 2023 Budget include \$6,000.00 per year for Next Request FOIA software. This is to be added to the Clerk's budget (215).

AYES: 5

NAYS: 1 (Symbal)

ABSENT: 1 (Lynch)

MOTION CARRIED

Manager De Groot explained that this will come back to the Board in December for approval of the Final Budget, the General Appropriations Act, Fee Schedule, Public Act 152, and Sewer Fund.

Bohjanen moved, Rhein supported that the Township Board approve the changes made to the budget and bring it back to the Board for approval in December.

MOTION CARRIED

REQUEST TO APPROVE THE EMERGENCY PURCHASE OF HEAT EXCHANGERS FOR 3 FURNACES AT TOWNSHIP BUILDINGS.

White moved, Zyburt supported that the Township Board accept the emergency purchase action by the Township Supervisor and the Township Public Works Supervisor to replace the heat exchangers per Section 1.5 of the Township Purchasing Policy.

MOTION CARRIED

White moved, Zyburt supported that Township Public Works Supervisor be changed to Township Public Works **Superintendent**.

MOTION CARRIED

APPROVE ANNUAL DELINQUENT SEWER BILLING LIST.

Delinquent Tax List

Saturday, November 5, 2022

Account #	Service Address	Customer Name	Delq Tax Amount
EFBK-000105-0000-01	105 E FAIRBANKS ST	RICHARD & BROOKE LAURICH	\$712.80
EFBK-000156-0000-01	156 E FAIRBANKS ST	RACINE, SUSAN	\$712.80
WFAR-000127-0000-01	127 W FAIRBANKS ST	KEVIN FRANKENBERG	\$712.80
WFAR-000128-0000-01	128 W FAIRBANKS ST	JON KANGAS	\$712.80
WFAR-000129-0000-01	129 W FAIRBANKS ST	BRIAN MACDEVITT-DUNN	\$118.80
WFAR-000210-0000-01	210 W FAIRBANKS ST	MICHAEL ANDERSON	\$712.80
WFAR-000219-0000-01	219 W FAIRBANKS ST	JENNIFER SIMULA	\$712.80
JUDY-000213-0000-01	213 JUDY ST	JESSICA KINONEN	\$560.78
JUDY-000225-0000-01	225 JUDY ST	OLIVER BURNS	\$712.80
KELL-000115-0000-01	115 KELLOG ST	PHILIP ELIAS	\$712.80
KELL-000146-0000-01	146 KELLOG ST	ED PALOMAKI	\$178.20
LAKE-000100-0000-01	100 LAKEWOOD LN	STEVEN GUELF	\$118.80
RESR-000338-0000-01	338 RESERVOIR ST	MARC GILMORE	\$93.00
RIVS-000204-0000-01	204 RIVERSIDE RD	JOHN PREMEAU	\$712.80
SCRD-000328-0000-01	328 SILVER CREEK RD	JOSEPH MENZE	\$208.80
WTER-000209-0000-00	209 W TERRACE ST	JANICE LISTER	\$712.80
WTER-000334-0000-01	334 W TERRACE ST	GARDNER BESS	\$712.80
WTER-000371-0000-01	371 W TERRACE ST	JUDITH CHARLES	\$712.80
WTER-000387-0000-01	387 W TERRACE ST	JEFF BUSHEY	\$712.80
U41S-002366-0000-01	2366 US 41 S	DAVID LAURICH	\$59.40
U41S-004027-0000-01	4027 US 41 S	SHAW'S SERVICE	\$1211.76
U41S-004050-0000-01	4050 US 41 S	PORTAGE ST., LLC	\$178.20
WILL-000735-0000-01	735 WILLOW RD	DAVE & BONNIE SCHWIDERSON	\$712.80
EWRP-000116-0000-01	116 E WRIGHT PL	SHELLY SOELTNER	\$712.80
EWRP-000161-0000-01	161 E WRIGHT PL	MORGAN, LINDA	\$712.80
TOTAL			\$ 14,132.54

Zyburt moved, Rhein supported to accept the list of delinquent sewer charges and penalties as allowed in Ordinance 39, Section 9, E.2.c to be added to the Chocolay Township December tax roll.

AYES: Rhein, Symbal, White, Zyburt, Engle, Bohjanen

NAYS: None

ABSENT: Lynch

MOTION CARRIED

REQUEST FOR CAPITAL COMMITMENT AND DNR APPLICATION FOR CHOCOLAY RIVER MARINA / PARK.

Manager De Groot stated that there are many improvements that need to be done. There is DNR funding available (reimbursable grant) which we would use for rebranding and redesign – play-space, boat launch, access to the river, possibly a bridge across. About 60% of this grant has been written. If we are approved for this grant, it would enable us to stay in line with our four-year commitment to upgrade this space. This would become a recreation park vs. a sporting park, such as Beaver Grove and Lion’s Field. The Township would score high because this area is on the Iron Ore Heritage Trail and the Hiawatha water system. Manager De Groot introduced Joe Neumann who has become our Township Grant Writer. He will be the one writing and researching upcoming grants.

**RESOLUTION OF SUPPORT
MICHIGAN DNR SPARK GRANT**

Zyburt moved, White supported that:

Whereas, In accordance with the provisions of the Township Recreation Plan to create and maintain recreational options for our community, and

Whereas, the Michigan Department of Natural Resources has released grant funding through the DNR SPARK Grant process for 100% reimbursement of costs associated with redesign and redevelopment of low maintenance and accessible park areas, and

Whereas, the Township Board agrees and supports the project improvement plan; and

Whereas, the Township Board will budget capital funds in accordance with the phases of the improvement plan; and

Whereas, if the Township does not receive the reimbursement grant funding, the Board could dedicate future funding to higher priorities; and

Now Therefore be it Resolved, That the Township Board approve and support the improvement plan; and

Let it further be Resolved, that staff are directed to apply for the MDNR SPARK Grant and budget for the first phase of redevelopment of the Chocolay River Park Area.

ROLL CALL VOTE:

AYES: Rhein, Symbal, White, Zyburt, Engle, Bohjanen

NAYS: None

ABSENT: Lynch

MANAGER UPDATE FOR THE SEWER AND BUDGET

Sewer Project – the punch list is slowly whittling down. Lift Station #9 (Houses behind the Casino) will be going online sometime this spring. Zyburt asked if we are on good terms with all the contractors and subcontractors.

Budget Process – Staff will be looking at final numbers. Based on the closure for OHM, we had allocated \$190,000 of which \$43,000 has been spent. Moving forward there will be some ARPA funding that is not allocated.

BOARD MEMBER COMMENTS

Don Rhein – None

Kendra Symbal - None

Judy White – None

Dave Lynch – Absent

Ben Zyburt – None

Max Engle - None

Richard Bohjanen – None

PUBLIC COMMENT

Stephanie Gencheff, 597 Lakewood Lane – if you live in the area would you be required to hook up to water if available. Also asked about the heat exchangers and price to replace.

Zyburt moved, Rhein supported that the meeting be adjourned.

MOTION CARRIED

The meeting was adjourned at 7:10 p.m.

INFORMATIONAL REPORTS AND COMMUNICATIONS.

- A. Minutes - Marquette County Solid Waste Management Authority, Regular Meeting of October 19, 2022, Draft.
- B. Minutes – Marquette Area Wastewater Advisory Board; Regular Meeting of September 15, 2022, Draft
- C. Information – Chocolay Township Newsletter – October 2022

Max Engle, Clerk

Richard Bohjanen, Supervisor

REVENUE AND EXPENDITURE REPORT FOR CHOCOLAY TOWNSHIP
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 91.51

ACCOUNT DESCRIPTION	2022		YTD BALANCE 11/30/2022	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	2022 AMENDED BUDGET			
Fund 101 - GENERAL FUND					
000.000	2,407,226.00	2,407,226.00	781,969.93	1,625,256.07	32.48
TOTAL REVENUES	<u>2,407,226.00</u>	<u>2,407,226.00</u>	<u>781,969.93</u>	<u>1,625,256.07</u>	<u>32.48</u>
103.000 - TOWNSHIP BOARD	183,525.00	183,525.00	179,138.53	4,386.47	97.61
175.000 - TOWNSHIP SUPERVISOR	20,119.00	20,119.00	11,605.88	8,513.12	57.69
190.000 - ELECTION DEPARTMENT	60,197.00	62,697.00	32,208.71	30,488.29	51.37
202.000 - ASSESSOR	67,718.00	71,696.00	57,529.38	14,166.62	80.24
215.000 - CLERK	131,159.00	131,159.00	109,918.73	21,240.27	83.81
247.000 - BOARD OF REVIEW	2,753.00	2,753.00	1,576.73	1,176.27	57.27
253.000 - TREASURER	69,281.00	69,753.50	58,526.37	11,227.13	83.90
258.000 - TECHNOLOGY	88,875.00	88,875.00	52,226.08	36,648.92	58.76
265.000 - TOWNSHIP HALL & GROUNDS	93,650.00	93,650.00	57,531.03	36,118.97	61.43
285.000 - OTHER GENERAL GOVERNMENT	400,342.00	388,369.50	349,352.60	39,016.90	89.95
305.000 - POLICE DEPARTMENT	576,415.00	576,415.00	351,977.46	224,437.54	61.06
340.000 - FIRE DEPARTMENT	129,697.00	129,697.00	94,052.69	35,644.31	72.52
440.000 - STREETS	19,650.00	19,650.00	16,291.91	3,358.09	82.91
526.000 - SANITARY LANDFILL	28,600.00	28,600.00	28,188.84	411.16	98.56
756.000 - RECREATION AND PROPERTIES	391,477.00	400,477.00	106,365.72	294,111.28	26.56
800.000 - ZONING	76,053.00	76,053.00	62,670.52	13,382.48	82.40
805.000 - ZONING/PLANNING COMMISSION	10,082.00	10,082.00	4,147.38	5,934.62	41.14
815.000 - ZONING/APPEALS BOARD	4,476.00	4,476.00	1,006.63	3,469.37	22.49
TOTAL EXPENDITURES	<u>2,354,069.00</u>	<u>2,358,047.00</u>	<u>1,574,315.19</u>	<u>783,731.81</u>	<u>66.76</u>
Fund 101 - GENERAL FUND:					
TOTAL REVENUES	2,407,226.00	2,407,226.00	781,969.93	1,625,256.07	32.48
TOTAL EXPENDITURES	<u>2,354,069.00</u>	<u>2,358,047.00</u>	<u>1,574,315.19</u>	<u>783,731.81</u>	<u>66.76</u>
NET OF REVENUES & EXPENDITURES	53,157.00	49,179.00	(792,345.26)	841,524.26	1,611.15

11/02/2022

CHECK REGISTER FOR CHOCOLAY TOWNSHIP
CHECK DATE FROM 11/01/2022 - 11/01/2022

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING			
11/01/2022	25741	ADVANCED AUTO PARTS	87.49
11/01/2022	25742	ANGELA YELLE	11.18
11/01/2022	25743	BARAGA TELEPHONE COMPANY	15.32
11/01/2022	25744	CHARLES BLEAU	12.18
11/01/2022	25745	CITY OF MARQUETTE	932.50
11/01/2022	25746	CITY OF MARQUETTE	287.40
11/01/2022	25747	DOUG MCMAHON	50.00
11/01/2022	25748	EL COM SYSTEMS	230.00
11/01/2022	25749	GALLS - LLC	90.15
11/01/2022	25750	MARQUETTE BD OF LIGHT & POWER	3,524.27
11/01/2022	25751	MARQUETTE COUNTY ROAD COMM.	502.71
11/01/2022	25752	MATHEW ADAMS	10.44
11/01/2022	25753	MIDWAY RENTALS INC	237.78
11/01/2022	25754	OHM ADVISORS	7,153.50
11/01/2022	25755	SEMCO ENERGY GAS COMPANY	650.21
11/01/2022	25756	TOM KIDD	15.78
11/01/2022	25757	UPAWS	14.00

GEN TOTALS:

Total of 17 Checks:	13,824.91
Less 0 Void Checks:	0.00
Total of 17 Disbursements:	13,824.91

GENERAL FUND	\$ 4,418.99
ROAD FUND	\$ 502.71
CAPITAL FUND	\$ 7,383.50
SEWER FUND	\$ 1,519.71
	\$ 13,824.91

11/16/2022

CHECK REGISTER FOR CHOCOLAY TOWNSHIP
CHECK DATE FROM 11/16/2022 - 11/16/2022

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING			
11/16/2022	25758	ALGER-DELTA CO-OPERATIVE	1,791.22
11/16/2022	25759	AMAZON CAPITAL SERVICES	119.99
11/16/2022	25760	BENSINGER, COTANT, & MENKES,PC	324.00
11/16/2022	25761	CREATIVE SERVICES OF NEW	278.95
11/16/2022	25762	DALE THROENLE	561.58
11/16/2022	25763	ELECTION SOURCE	1,150.00
11/16/2022	25764	FOX MOTORS MARQUETTE	160.35
11/16/2022	25765	KRIST OIL COMPANY	604.49
11/16/2022	25766	LISA PERRY	71.64
11/16/2022	25767	MENARDS	104.05
11/16/2022	25768	MINING JOURNAL	723.66
11/16/2022	25769	OHM ADVISORS	3,534.00
11/16/2022	25770	PENINSULA FIBER NETWORK LLC	628.33
11/16/2022	25771	POMP'S TIRE SERVICE, INC.	257.74
11/16/2022	25772	RANGE BANK CARDMEMBER SERVICES	896.88
11/16/2022	25773	SPECTRUM BUSINESS	119.99
11/16/2022	25774	SPECTRUM PRINTERS INC.	190.00
11/16/2022	25775	VERIZON	530.55
11/16/2022	25776	WASTE MANAGEMENT OF WI-MN	424.86
11/16/2022	25777	WEX BANK	1,857.26

GEN TOTALS:

Total of 20 Checks:	14,329.54
Less 0 Void Checks:	0.00
Total of 20 Disbursements:	14,329.54

GENERAL FUND	\$ 9,142.34
CAPITAL FUND	\$ 3,534.00
SEWER FUND	\$ 1,653.20
	\$ 14,329.54

11/29/2022

CHECK REGISTER FOR CHOCOLAY TOWNSHIP
CHECK DATE FROM 11/29/2022 - 11/29/2022

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING			
11/29/2022	25778	ACE HARDWARE	2.59
11/29/2022	25779	AMAZON CAPITAL SERVICES	156.40
11/29/2022	25780	BARAGA TELEPHONE COMPANY	18.68
11/29/2022	25781	CITY OF MARQUETTE	66,877.96
11/29/2022	25782	CONWAY SHIELDS	60.50
11/29/2022	25783	COUNTRY MILE DOCUMENT DESTRUCTION	63.25
11/29/2022	25784	DALCO	56.64
11/29/2022	25785	DELTA DENTAL	906.02
11/29/2022	25786	DMI MARQUETTE	400.26
11/29/2022	25787	JEFFERSON FIRE & SAFETY	114.14
11/29/2022	25788	KONICA MINOLTA BUSINESS	566.59
11/29/2022	25789	LASCO DEVELOPMENT CORPORATION	442.50
11/29/2022	25790	MARES-Z-DOATS FEED	457.73
11/29/2022	25791	MARQUETTE BD OF LIGHT & POWER	3,772.08
11/29/2022	25792	MARQUETTE COUNTY	647.60
11/29/2022	25793	MARQUETTE COUNTY ROAD COMM.	261,933.94
11/29/2022	25794	MENARDS	74.97
11/29/2022	25795	MIDAMERICA ADMINISTRATIVE &	1,859.98
11/29/2022	25796	O'REILLY AUTOMOTIVE INC.	4.99
11/29/2022	25797	ODP BUSINESS SOLUTIONS LLC	39.79
11/29/2022	25798	ODP BUSINESS SOLUTIONS LLC	22.99
11/29/2022	25799	PITNEY BOWES GLOBAL FINANCIAL	198.90
11/29/2022	25800	PITNEY BOWES, INC	84.99
11/29/2022	25801	RINGCENTRAL INC	97.35
11/29/2022	25802	SBAM PLAN	12,747.42
11/29/2022	25803	SEMCO ENERGY GAS COMPANY	1,427.16
11/29/2022	25804	STANDARD INSURANCE COMPANY	657.65
11/29/2022	25805	TOTAL TOOL	498.13
11/29/2022	25806	VSP-VISION SERVICE PLAN	566.45
11/29/2022	25807	WOLVERINE DOOR SERVICE	58.30
GEN TOTALS:			
Total of 30 Checks:			354,815.95
Less 0 Void Checks:			0.00
Total of 30 Disbursements:			354,815.95
GENERAL FUND	\$	23,948.36	
ROAD FUND	\$	261,933.94	
SEWER FUND	\$	68,933.65	
	\$	354,815.95	



2023 PROPOSED FEE SCHEDULE

CHARTER TOWNSHIP OF CHOCOLAY
 5010 US 41 SOUTH MARQUETTE, MI 49855
 (906) 249-1448

Adopted _____ Effective January 1, 2023

For All Departments – Fee is waived if less than \$1.00 in total

Assessor

	Adopted Fee
Database downloads	FOIA costs
Land Division Applications (per application)	\$75.00
Lot Split Applications (per application)	\$75.00

Clerk

	Adopted Fee
Mailing labels (per label)	\$0.02
Registered Voter List (on disk, e-mail, or flash drive)	Cost of copy media
Registered Voter List (on paper) (per page)	\$0.02
Mailing service	Postage & shipping
One sided copy charge (letter and legal) (per page)	\$0.02
One sided copy charge (11" x 17") (per page)	\$0.04
One sided copy charge (in color) (per page, per side)	\$0.09
One-sided copy charge (in color) (11' x 17') (per page)	\$0.18
Two sided copy charge (letter and legal) (per page)	\$0.04
Two sided copy charge (11" x 17") (per page)	\$0.08
Certified copies of documents (per page)	\$3.00
Copies of meeting recording (on CD) (each)	Cost of copy media
Copies of meeting recording (on flash drive) (each)	Cost of copy media
Special Board meeting requests	\$400.00
Township Hall meeting room use (per day)	\$25.00
Township Hall meeting room use (annual for one day per month)	\$150.00
Each additional day (when paying annual fee)	\$12.50
Fire Hall meeting room use (per day)	\$25.00
Hold Harmless Agreement filing	\$25.00

Fire

	Adopted Fee
Copies of incident reports (each)	\$0.02 per page + research
False alarm calls	\$100.00 plus personnel costs on 2 nd & subsequent calls per year
Hazardous material incidents	\$ per itemized invoice

Police	
---------------	--

Adopted Fee	
Copies of accident / incident report (each)	\$0.02 per page + research
False alarm calls (4th & subsequent calls per year)	100.00
Fingerprints – Ink Cards for Personal / Employment Use	\$20.00
Kennel inspections	\$45.00
Liquor license inspections	\$30.00
Local record check	\$8.00
New / liquor license inspections	100.00
Non-sufficient checks	\$35.00
PBT	\$3.00
Police escort (oversize and hazardous loads) (per hour / 2 hour minimum)	\$50.00
Video copies (each)	Cost of media + research

Public Works	
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Adopted Fee	
Landfill Haulers Agreements (per month)	\$15.00
Recreation Areas (Beaver Grove, Lion’s Field, Silver Creek and Township Office Complex)	
Pavilion	
Fee	\$50.00
Deposit	\$50.00
Baseball / soccer leagues (adult) Per league / per year / per field	\$175.00
Baseball / soccer leagues (< 17 yrs) Per league / per year / per field	\$100.00
One day field rental (soccer / baseball) (Noncommercial) - per day / per field	\$75.00
Tournaments / camps Per day / per field See also <i>Recreation Facility Use Agreement</i>	\$150.00

Sewer	
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Adopted Fee	
Change of Property Use Charge	Per EU table in ordinance
Monthly use rate (per equivalent user - EU) Table of equivalent use multipliers is included in Township Ordinance # 39	\$54.00
Sewer Connection Permit charge (per equivalent user - EU)	350.00

Zoning / Planning / Zoning Board of Appeals

	Adopted Fee
Administrative enforcement cost recovery surcharge Applied to all construction and sign activity that are erected or completed without a proper zoning permit	\$50.00 plus attorney and court costs
Master Plan (paper copy)	\$36.00
Master Plan (electronic copy on CD)	\$40.00
Planning Commission	
Conditional Use Permit application	\$250.00
Mineral Extraction Permit application	\$250.00
Planned Unit Development (PUD) application – per review	\$500.00
Private Road application	\$300.00
Rezoning application	\$400.00
Site Plan Review application	\$200.00
Special meeting	\$400.00
Zoning Ordinance Text Amendment application	\$300.00
Plats (per plat application / step)	\$400.00 plus \$10 / new lot
Zoning	
Fence Permit	\$20.00
Grading Permit application	\$10 / acre – \$200 maximum
Home Occupation – Type 1	\$30.00
Home Occupation – Type 2	\$250.00
Sign (temporary – less than or equal to 90 days)	\$25.00
Sign (permanent)	\$50.00
Zoning Compliance permits	
Additions / alterations	\$40.00
Deck/porch	\$20.00
New structure (100 to 200 square feet)	\$10.00
New structure (200 square feet or greater)	\$40.00
Zoning Board of Appeals	
Special meeting	\$400.00
Zoning Application for Interpretation	\$300.00
Zoning Variance Request	\$300.00
Zoning Ordinance (paper copy)	\$4.00
Zoning Ordinance (electronic copy on CD)	\$6.00
Zoning / land division appeal	\$300.00

CHARTER TOWNSHIP OF CHOCOLAY

FISCAL YEAR 2023

**GENERAL FUND BUDGET, ROAD
FUND**

**FIRE DEPARTMENT MILLAGE FUND LIQUOR LAW
ENFORCEMENT FUND LIBRARY MILLAGE FUND**

**CAPITAL IMPROVEMENTS FUND AND
SEWER FUND BUDGETS**

I HEREBY CERTIFY THAT THE FISCAL YEAR 2023 BUDGETS
WERE ADOPTED BY THE CHOCOLAY TOWNSHIP BOARD
ON _____, 2022

MAX L. ENGLE, TOWNSHIP CLERK

GENERAL APPROPRIATIONS ACT

Zyburt moved, Lynch supported, that

Whereas, the Township Supervisor has submitted a complete itemized budget proposal for the fiscal year beginning January 1, 2023, and ending December 31, 2023, to the Township Board for its consideration; and

Whereas, notice of the public hearing on the budget was published in the Mining Journal, a newspaper of general circulation within the Township, on October 19, 2022; and

Whereas, a public hearing was held on the proposed budget on November 14, 2022 at Chocolay Township Fire Hall, and a copy of the proposed budget was on file and available for public inspection during regular office hours at the office of the Township Clerk for a period of not less than one week prior to the public hearing:

Now Therefore Be It Resolved:

1. The Township Board adopts the budget as revised and according to designated accounts for the next fiscal year, to wit, beginning January 1, 2023, and ending on December 31, 2023, in the amount of \$2,779,571.00 for the General Fund, in the amount of \$409,480.00 in the Road Fund, in the amount of \$1,300.00 in the Drug Law Enforcement Fund, in the amount of \$2,900.00 in the Liquor Law Enforcement Fund, in the amount of \$242,511.00 in the Library Millage Fund, in the amount of \$0 in the Capital Improvements Fund, and in the amount of \$579,000.00 for the Sewer Fund.
2. The Township Board does hereby appropriate the sum of \$2,762,067.00 for the general operating expenses (\$2,262,867.00) and capital improvements (\$499,200.00) of the Township to be used for the fiscal year beginning January 1, 2023 and ending December 31, 2023.
3. The Township Board does hereby appropriate the sum of \$796,360.00 to defray the expense of the operation and debt retirement of the Sanitary Sewer System for the fiscal year beginning January 1, 2023 and ending December 31, 2023.
4. The Township Board does hereby appropriate the sum of \$426,000.00 for the repairing of the Township Roads to be used for the fiscal year beginning January 1, 2023 and ending December 31, 2023.
5. The Township Board does hereby appropriate the sum of \$1,300.00 for the Drug Law Enforcement Fund for the fiscal year beginning January 1, 2023 and ending December 31, 2023.
6. The Township Board does hereby appropriate the sum of \$2,900.00 for the enforcement of Liquor Laws of the State of Michigan for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

7. The Township Board does hereby appropriate the sum of \$242,511.00 for contractual services with the Peter White Public Library for the fiscal year beginning January 1, 2023 and ending December 31, 2023.
8. The Township Board does hereby levy 3.5400 mills for general operations; extra voted is 0.9730 for library, 1.6429 for roads.
9. All resolutions and parts of resolutions in so far as they conflict with provision of this resolution are rescinded.
10. The budget adoption and appropriation resolution shall now and hereafter also be known as the General Appropriations Act conforming to Public Act No. 621 of 1978, the Michigan Uniform Budgeting Act.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

MOTION CARRIED

RESOLUTION FOR OFFICER' SALARIES

SUPERVISOR'S SALARY

Lynch moved, supported by Rhein, that the salary for the office of Supervisor shall be set in the amount of \$12,980.00 for the Fiscal Year 2023, which begins January 1, 2023 and ends December 31, 2023.

ROLL CALL VOTE: AYES: NAYS:

ABSENT:

MOTION CARRIED

TREASURER'S SALARY

_____ moved, supported by _____, that the salary for the office of Treasurer shall be set in the amount of \$12,980.00 for the Fiscal Year 2023, which begins January 1, 2023 and ends December 31, 2023.

ROLL CALL VOTE: AYES: NAYS:

MOTION CARRIED

CLERK'S SALARY

_____ moved, supported by _____, that the salary for the office of Clerk shall be set in the amount of \$12,980.00 for the Fiscal Year 2023, which begins January 1, 2023 and ends December 31, 2023.

ROLL CALL VOTE: AYES:

NAYS:

MOTION CARRIED

TRUSTEE'S PER DIEM

_____ moved, supported by _____, that the per diem for the office of Trustee shall be set in the amount of \$78.00 per meeting for the Fiscal Year 2023, which begins January 1, 2023 and ends December 31, 2023.

ROLL CALL VOTE: AYES: NAYS:

MOTION CARRIED

Charter Township of Chocolay
Employee Salaries

Position	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Mgr Recommend ation	2023 Mgr Recommend ation
Superintendent of Public Works	LEAVE VACANT	LEAVE VACANT	\$ 56,314	\$ 57,368	\$ 59,662	\$ 62,049	\$ 64,531
General Maintenance Worker	\$ 37,017	\$ 37,903	\$ 39,046	\$ 40,034	\$ 41,635	\$ 43,300	\$ 45,032
General Maintenance Worker	\$ 37,017	\$ 35,763	\$ 38,447	\$ 40,034	\$ 41,635	\$ 43,300	\$ 40,000
Grants and GIS Tech							\$ 45,032
Part Time Maintenance Worker (\$0.50/hr. inc. to \$12.00/hr., 20 wks max.)	\$ 8,888	\$ 8,988	\$ 8,800	\$ 8,800	\$ 9,152	\$ 9,518	\$ 9,899
Deputy Clerk	\$ 50,147	\$ 47,536	\$ 48,639	\$ 52,442	\$ 54,540	\$ 56,721	\$ 58,990
Administrative Assistant/Clerk	\$ 38,512	\$ 33,828	\$ 36,366	\$ 40,034	\$ 41,235	\$ 42,884	\$ 44,600
Part Time Elections Worker	\$ 4,000	\$ 7,150	\$ 7,475	\$ 7,800	\$ 8,112	\$ 4,500	\$ 4,680
Deputy Treasurer	\$ 40,518	\$ 41,493	\$ 42,742	\$ 43,744	\$ 35,000	\$ 36,400	\$ 37,856
Police Chief	\$ 66,301	\$ 62,144	\$ 66,942	\$ 71,033	\$ 73,875	\$ 76,830	\$ 79,903
Sergeant	\$ 53,403	\$ 53,935	\$ 56,314	\$ 57,368	\$ 59,662	\$ 64,049	\$ 66,611
Patrolman (Detective Corporal)	\$ 49,621	\$ 50,808	\$ 51,407	\$ 52,442	\$ 54,540	\$ 58,721	\$ 61,070
Patrolman					\$ 54,015	\$ 56,176	\$ 58,423
Patrolman	\$ 48,739	\$ 47,797	\$ 48,001	\$ 52,442	\$ 54,540	\$ 56,721	\$ 58,990
Administrative Assistant/Police Dept.	\$ 37,017	\$ 41,193	\$ 42,742	\$ 38,399	\$ 39,935	\$ 41,532	\$ 43,194
PD Part Time and Temporary (Shift Differential/ Temp Officer/ Field Training)	\$ 36,189	\$ 42,000	\$ 43,260	\$ 20,000	\$ 20,800	\$ 24,500	\$ 25,480
Assessor	\$ 52,394	\$ 51,198	\$ 52,734	\$ 53,774	\$ 52,000	\$ 52,000	\$ 54,080
Field Assistant Assessor						\$ 12,000	\$ 12,480
Planning Director / Zoning Administrator (IT Rep)	\$ 51,001	\$ 54,685	\$ 58,314	\$ 61,368	\$ 63,149	\$ 65,595	\$ 68,219
Administrative Assistant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,440	\$ 41,938
Township Manager	\$ 45,427	\$ 75,000	\$ 75,750	\$ 76,879	\$ 90,000	\$ 93,600	\$ 97,344
Totals	\$ 656,191	\$ 691,421	\$ 773,293	\$ 773,958	\$ 853,486	\$ 937,837	\$ 1,018,350

RESOLUTION NO. 2023-1

December 12, 2022

RESOLUTION TO ADOPT 80% / 20%, EMPLOYER / EMPLOYEE HEALTH CARE COST OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

_____ moved, _____ supported that:

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirement of the Act;

WHEREAS, the three options are as follow:

1. Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined by the Act;
2. Section 4 – “80% / 20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Township Board has decided to adopt the 80% / 20% option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Township Board of the Charter Township of Chocolay elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the 80% / 20% option for the medical benefit plan coverage year January 1, 2023 through December 31, 2023.

Upon a Roll Call Vote, the vote was as follows:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Max L. Engle, Township Clerk



Motion: To adopt appointments made by Supervisor Bohjanen for the “Boards, Committees, and Commissions - 2023

Meeting: December Board Meeting

Date: December 12, 2022

Proposed Motion:

_____ moved _____ supported to approve the appointments presented by Supervisor Bohjanen and listed on the “Boards, Committees, Commission – 2023” worksheet within this packet.

Majority Vote

Author: William De Groot

Date: 12/07/2022

TENTATIVE BOARDS, COMMITTEES, COMMISSIONS - 2023**Marquette Area Wastewater Treatment Advisory Board – 3 year term**

Brad Johnson	01-01-2019 thru 12-31-2024
William De Groot	09-30-2019 thru 12-31-2024

Pension Committee - 4 year term

Ben Zyburt (Board)	01-01-2021 thru 12-31-2024
Judy White (Board)	01-01-2021 thru 12-31-2024
Suzanne Sundell (Employee)	01-01-2021 thru 12-31-2024
Manager (ExOfficio)	01-01-2021 thru 12-31-2024

Planning Commission – 3 year term

Stephanie Gencheff	01-01-2023 thru 12-31-2025
George Meister	01-01-2023 thru 12-31-2025
Ryan Soucy	01-01-2022 thru 12-31-2024
Kendell Milton	01-01-2021 thru 12-31-2023
Donna Mullen-Campbell	01-01-2022 thru 12-31-2024
Rebecca Sloan	01-01-2021 thru 12-31-2023
Don Rhein (Board)	01-01-2021 thru 12-31-2024

Zoning Board of Appeals – 3 year term

Michele Wietek-Stephens	01-01-2023 thru 12-31-2025
Dave Lynch (Board Representative)	01-01-2022 thru 12-31-2024
Kendell Milton	01-01-2021 thru 12-31-2023
Geno Angeli	01-01-2023 thru 12-31-2025
Tony Giorgianni	01-01-2019 thru 12-31-2024

Board of Review – 2 year term

Paul Charboneau	01-01-2023 thru 12-31-2024
Tony Giorgianni	01-01-2023 thru 12-31-2024
Larry Gould	01-01-2023 thru 12-31-2024
Jill Hendrickson (Alternate)	01-01-2023 thru 12-31-2024

Marquette County Townships Association – 2 year term

Max Engle 01-01-2023 thru 12-31-2024

Utility Review Committee – 4 year term

John Trudeau 01-01-2023 thru 12-31-2026

Brad Johnson (Alternate) 01-01-2023 thru 12-31-2026

Election Commission - 4 year term

Max Engle

Judy White 01-01-2021 thru 11-20-2024

David Lynch 01-01-2021 thru 11-20-2024

Peter White Library Township Advisory Council

Judy White Indefinite

Jan Raskin Indefinite

Northern Michigan Public Service Academy Board – 2 year term

Suzanne Sundell 01-01-2023 thru 12-31-2024

Max Engle (Alternate) 01-01-2023 thru 12-31-2024

CABA Representative

Max Engle 01-01-2019 thru 12-31-2023

Dale Throenle (Alternate) 01-01-2019 thru 12-31-2023

Lake Superior Community Partnership

William De Groot 12-10-2020 thru (Open-term)

Lake Superior Trade Zone

Dale Throenle (Voting Member)

Judy White (Alternate)

Marqtran

William De Groot (Board Member)

Iron Ore Heritage Trail

Don Britton 04-01-2021 thru 04-01-2024



Motion: To adopt the Township Office Closure Dates for 2023

Meeting: December Board Meeting

Date: December 12, 2022

Proposed Motion:

_____ moved _____ supported to approve the proposed Township Office Closure dates in recognition of major holidays within the calendar year of 2023.

Majority Vote

Author: William De Groot

Date: 12/07/2022

CHARTER TOWNSHIP OF CHOCOLAY
HOLIDAYS – 2023

CLOSED ON THE FOLLOWING DAYS:

- Monday, January 2, 2023 – New Year’s Day (New Year’s Day on Sunday)

- Monday, May 29, 2023 – Memorial Day

- Tuesday, July 4, 2023 – Independence Day

- Monday, September 4, 2023 – Labor Day

- Thursday, November 23 and Friday, November 24, 2023 – Thanksgiving Holiday

- Monday, December 25 and Tuesday, December 26, 2023 – Christmas Eve and Christmas Day



**Motion: To adopt the Township Board Meeting Schedule in accordance with
Public Act 359 of 1947**

Meeting: December Board Meeting

Date: December 12, 2022

Proposed Motion:

_____ moved _____ supported to approve the proposed Township Board Meeting Schedule for calendar year 2023.

Majority Vote:

Author: William De Groot

Date: 12/07/22



XII.C.2 TENTATIVE 2023 BOARD AND COMMISSION MEETING DATES

CHARTER TOWNSHIP OF CHOCOLAY
5010 US 41 SOUTH MARQUETTE, MI 49855
906.249.1448

Board

5:30 PM

January 9	August 21 (Joint – 5:30)
February 13 (Joint – 5:30)	September 11
March 13	October 9
April 10	November 13
May 8	December 11
June 12	
July 10	

Planning Commission

6:00 PM

January 16	July 17
February 13 (Joint – 5:30)	August 21 (Joint – 5:30)
February 13 (7:00 PM)	August 21 (7:00 PM)
March 20	September 18
April 17	October 16
May 15	November 20
June 19	December 18

Tax Board of Review

As scheduled

March 7	10:00 AM (Organizational)
March 13	9:00 AM to 3:00 PM
March 14	3:00 PM to 9:00 PM
July 18	10:00 AM
December 12	10:00 AM

Zoning Board of Appeals

7:00 PM

January 26	July 27
February 23	August 24
March 23	September 28
April 27	October 26
May 25	November 16
June 22	December 21

NOTICE

Chocolay Township Residents

By resolution of the Charter Township of Chocolay, the Board has voted to post the minutes of all Regular and Special Meetings in the following locations:

Chocolay Township Office	5010 US 41 South
Chocolay Township Website	www.chocolay.org
Kassel's Korner	6400 US 41 South
Range Bank – Chocolay Branch	3031 US 41 South

This Notice is posted in compliance with PA 267, as amended (Open Meetings Act), MCLA 41.72a (2)(3) and the American with Disabilities Act (ADA).

Individuals with disabilities requiring auxiliary aids or services should contact the Township Clerk by writing or by calling:

Max Engle
Township Clerk
5010 US 41 South
Marquette, MI 49855
906-249-1448

XII.D.1



Motion to Empower Supervisor to Sign Flexible Spending Account Contract

Meeting: December Board Meeting

Date: December 12, 2022

Proposed Motion:

_____ moved, _____ supported that the Township Board empower the Supervisor to sign the Participation Agreement with VAST / Kushner to implement and administer a Flexible Spending Account (FSA) as an optional benefit for the employees of Chocolay Township.

ROLL CALL VOTE:

AYES:

NAYS:

Author: Suzanne Sundell
Date: 12/12/2022
Reviewed by: William De Groot

From: [Heather Mosher](#)
To: [Suzanne Sundell](#)
Subject: RE: FSA
Date: Wednesday, November 23, 2022 8:41:40 AM
Attachments: [image001.png](#)

Yep dollar for dollar tax free money flows into the FSA!

There are two kinds you could offer – the one we spoke about is the health fsa. (Limited purpose is one that you also could offer but typically wouldn't because it only really applies if you have an HSA qualified healthcare plan.)

The second kind you could offer is dependent care – that is specifically for use with deflecting daycare costs. We didn't talk too much about that one – do you have a lot of employees with kids in daycare?

HEATHER MOSHER, CISR, AHIC

benefits advisor

VAST

300 South Front Street, Marquette, MI 49855

direct [REDACTED] | cell [REDACTED] | fax [REDACTED]

email [REDACTED]

www.vastsolution.com



From: Suzanne Sundell [REDACTED]
Sent: Wednesday, November 23, 2022 8:39 AM
To: Heather Mosher <[REDACTED]>
Subject: RE: FSA

Thanks for this information.

Another question – when I look at the Kushner website, there are three different types of Flexible Spending Accounts – I'm assuming the one that we would be offering is a Health Care Flexible Spending Account. Is this correct?

And by tax exempt you mean dollar for dollar?

Thanks,
Suzanne

From: Heather Mosher <[REDACTED]>
Sent: Wednesday, November 23, 2022 8:07 AM
To: Suzanne Sundell <[REDACTED]>; Shelby Anderson <[REDACTED]>
Subject: RE: FSA

Hi Suzanne,

Absolutely – see the attached FAQ. This is not all inclusive of every piece of information about FSA but it does answer some common questions. I have included the links on the FAQ to a really good resource which is the FSAstore.com. Also, yes the funds elected into the account are tax exempt for the employee!

HEATHER MOSHER, CISR, AHIC
benefits advisor

VAST

300 South Front Street, Marquette, MI 49855

direct [REDACTED] | cell [REDACTED] | fax [REDACTED]

email [REDACTED]

www.vastsolution.com



From: Suzanne Sundell <[REDACTED]>
Sent: Tuesday, November 22, 2022 4:57 PM
To: Heather Mosher <[REDACTED]>; Shelby Anderson <[REDACTED]>
Subject: FSA

Hi there,

We are meeting with our Pension Committee on Monday – I’m just wondering if you have any fact sheet on Flexible Spending Accounts that I can include in our packet of things to go over. One question I have – is FSA pre-tax or tax exempt since it deals with medical expenses.

Thanks for your help!

Suzanne Sundell
Deputy Clerk
Charter Township of Chocolay
5010 US 41 South
Marquette, MI 49855

[REDACTED]
[REDACTED]

What is a healthcare FSA?

A healthcare flexible spending account (FSA) allows you to pay for qualified out-of-pocket medical expenses on a pre-tax basis. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in substantial payroll tax savings.

What is covered by my health FSA?

www.fsastore.com

unreimbursed medical, dental, vision amongst many other things

What is not covered?

Ineligible expenses include the following:

- Cosmetic surgery and procedures

- Expenses for services rendered outside the coverage period

- Expenses reimbursed by an insurance provider or another health plan

- Insurance Premiums

- Family or Marriage Counseling

- Personal Use Items (e.g., toothpaste, shaving cream, cosmetics)

- Dental Whitening

This list is not all-inclusive. If you have questions regarding whether an expense is eligible or ineligible under a healthcare FSA, please log into your account for a complete list of expenses.

How is my account funded?

Once you make your annual election during open enrollment, your employer will fully fund your account at the beginning of the plan year with your total election amount. Your employer will then deduct the election amount from your paychecks in equal amounts throughout the year.

What if I have money in my account at the end of the year?

It depends on how your Healthcare FSA plan has been defined by your employer. Typically a \$500 carryover limit and a 2.5 month grace period into the next calendar year to use funds from the previous year.

If neither the carryover nor the grace period options are available for your account, you forfeit any money left in your Healthcare FSA at the end of your plan year. This "use-it-or-lose-it" rule is a provision of the IRS. That's why it's important to carefully estimate how much you plan to spend on eligible healthcare expenses for the year and select your annual election amount carefully.

Can I change my elections during the year?

Your election is irrevocable for the plan year unless you have a change in status or other qualified event as defined in the IRS Regulations and your plan permits such qualified changes.

What if I leave my company or retire during the year?

You will be reimbursed for any eligible expense incurred before the date you retire or leave the company. Under IRS regulations, any remaining funds in the account must be forfeited. Any expenses you incur after the end of your employment is not eligible for reimbursement.

How can I determine a good amount to elect?

<https://fsastore.com/fsa-calculator>



FLEXIBLE SPENDING ACCOUNTS (FSA)

Sometimes referred to as reimbursement accounts, FSAs let you take money from your paycheck before it is taxed to pay for eligible healthcare and dependent day care expenses. Funds put into the plan avoid Federal Income Tax, FICA and most state taxes, creating a tax savings for both the employee and the employer.

Kushner & Company offers three types of Flexible Spending Accounts:

- **Health Care Flexible Spending Account**, used to pay for eligible unreimbursed medical, dental, and vision expenses.
- **Dependent Care Flexible Spending Account**, used to pay for eligible dependent day care expenses for tax dependents.
- **Limited Health Care Flexible Spending Account**, used to pay for eligible dental, vision, and unreimbursed preventive care benefits. This type of Account is typically used in conjunction with a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).

All three types of FSAs offer employees significant savings and simplicity:

- Up to 40% tax savings on health care and dependent day care expenses
- Personalized customer service
- Benefit card that makes using the Accounts virtually effortless
- Mobile app and participant web portal for anytime, anywhere Account access

For employers, ease, compliance, and resources:

- Easy to understand plan designs
- Reports on all plan activity
- Technology that ensures security and easy information access
- Our Compliance Team keeps you current on legislative and regulatory changes to your plan

Employee Funding & Administration

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is between Small Business Administrative Service, LLC ("SBIS"), a subsidiary of the Small Business Association of Michigan ("SBAM"), Kushner & Co., Inc. ("Kushner"), and SBAM Member, Chocolay Township ("Member").

WITNESSETH:

- A. Member is a member of SBAM in good standing.
- B. Member desires to or has adopted a cafeteria plan under Section 125 of the Internal Revenue Code of 1986, as amended (the "Plan"), containing eligible reimbursement accounts for the benefit of its employees and the eligible dependents of such employees and/or a Health Savings Account or Health Reimbursement Arrangement.
- C. As a benefit to its members, SBAM has established a relationship with Kushner to provide Plan administrative services at a discounted rate to SBAM members.
- D. Member wishes to utilize the services of Kushner to assist in the implementation and administration of its plan.
- E. Kushner is willing to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the execution of this Agreement, and by paying a monthly service fee to SBIS for Plan administrative services, the parties hereto agree as follows:

1. Plan Services. Kushner shall provide the following services to Member (check applicable products):

- Self-Administered Premium Only Plan (See Exhibit A for a description of products and services).
- Fully-Administered Premium Only Plan (See Exhibit B for a description of products and services).
- Green Paperless Option** (discounted price)

- Flexible Spending Accounts with Fully Administered Premium Only Plan (See Exhibit C for a description of products and services).
- Green Paperless Option** (discounted price)
- Fully-Administered Health Reimbursement Arrangement (See Exhibit D for a description of products and services).
- Green Paperless Option** (discounted price)
- Health Savings Account (See Exhibit E for a description of products and services).
- Green Paperless Option** (discounted price)
- Self-Administered Health Reimbursement Arrangement DOCUMENT (See Exhibit F for a description of products and services).
- Debit Card (See Exhibit G for description of services).

2. Administrative Consultation and Advice. Kushner, as necessary, shall report to Member matters of general interest with respect to the Plan. Upon request, Kushner shall advise and assist the employer in the evaluation and adoption of Plan changes. Kushner shall provide to Member all notices reflecting its privacy policies and practices as required by state and federal law.

3. Member's Obligations.

A. Member is the Plan Administrator and a named fiduciary of the Plan, as those terms are defined in the Employee Retirement Income Security Act of 1974 ("ERISA"). Member is responsible for the general management and administration of the Plan, including, but not limited to:

i. Payment of claims for benefits under the Plan and payments of expenses for the administration of the Plan including without limitation, taxes and other governmental fees assessed against the Plan or Member and any attorneys, auditors, or other professional appointed by Member in connection with the Plan;

ii. Establishment, amendment and termination of the Plan and establishment of a funding policy for the Plan;

- iii. Final interpretation of the Plan, including determination of eligibility and amount, manner and time of Plan benefit payments;
- iv. Enrollment of eligible persons in the Plan and providing Kushner with a complete and accurate enrollment form for each participant prior to the effective date of the participant's coverage;
- v. Obtaining written waivers of Plan coverage from eligible persons declining such coverage;
- vi. Forwarding to Kushner, by the last day of each month, a written list of all persons beginning coverage under the Plan in the next month and persons terminating coverage, complete and accurate enrollment forms for new participants and signed waivers of Plan coverage for newly eligible persons declining such coverage;
- vii. Reviewing monthly billing statement for accuracy of enrollment records and immediately informing Kushner of any inaccuracies; and
- viii. Providing participants with a SPD as required by ERISA. ERISA requires that a SPD be distributed to new participants within ninety (90) days of their enrollment, that Member update SPDs in general every five (5) years and that a summary of material modifications be distributed within 210 days after the end of any Plan Year that the Plan's benefits were substantially modified.

B. Member will provide written notice to each of its employees and those employees' dependents who participate in the Plan of the following in accordance with Michigan Compiled Laws 550.932:

- i. Benefits provided and any changes in such benefits;
- ii. The fact that individuals covered by the Plan are not insured;
- iii. The fact that, in the event the Plan or Member does not ultimately pay medical expenses that are eligible for payment under the Plan, the individuals covered by the Plan may be liable for those expenses;
- iv. The fact that Kushner merely processes claims and does not insure that any medical expenses of individuals covered by the Plan are paid; and

v. The fact that complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the Plan will have no greater rights to interest or other remedies against Kushner than as otherwise afforded them by law.

C. As a condition to Kushner's obligations, Member shall cooperate with Kushner, provide Kushner with information required to comply with procedures, and pay service fees as required by paragraph 4 of this Agreement.

D. Member shall, if required by law or regulation, notify each participant and provide each participant with an opportunity to opt-out (if required) or obtain from each participant such written authorization for release of any personal financial record and medical record in accordance with applicable state and federal law to permit Member to perform its obligations under this Agreement.

4. Administrative Service Fee. The Administrative Service Fee for each product is set forth in the Fee Schedule attached as Exhibit H and may be amended from time to time by Kushner with at least 60 calendar days written notice to Member by either SBAM or Kushner.

5. Maintenance of Membership. Member's eligibility to obtain or maintain Plan administrative services offered to SBAM Members by Kushner shall terminate if Member's membership terminates or at the end of the period for which Member has paid SBAM dues. If Member's dues are not paid in full at the end of a thirty (30) day grace period, SBAM will notify Kushner that Member is no longer a member in good standing, which shall be good cause for immediate termination of this Agreement.

6. Termination and Modification of Agreement.

A. This Agreement may be terminated after the initial term of 12 months in accordance with the provisions of Section 5 of Kushner & Company Consulting and Administrative Services Agreement (see Section 12(A) of this Agreement) by sending timely written notice by certified mail, return receipt requested, to the other parties. Upon termination, all services and products set forth in paragraph 1 shall be immediately relinquished.

B. Kushner and SBIS, respectively, retain the right to immediately terminate this Agreement for cause by giving written notice of termination to Member.

C. This Agreement may be modified, altered or amended only in writing and signed by an authorized officer of all parties to this Agreement.

7. Compliance With Law. State and federal laws (including, but not limited to, ERISA and HIPAA), establish a variety of obligations on Member relative to Member's benefit or welfare programs provided to their employees and employees' dependents. Neither Kushner, SBAM nor SBIS assume the legal obligations otherwise applicable to Member under any such laws. Member is urged to consult its legal counsel for information about their obligations under such laws and the manner in which such obligations can be satisfied.

8. Liability and Indemnification.

A. Kushner's liability under this Agreement is limited to the performance of the services described in paragraph 1. In no event shall Kushner be liable for the benefits under the Plan or for any other payment except as expressly stated herein.

B. The parties agree that neither SBAM nor SBIS shall have any liability arising out of any provision in this Agreement.

C. Member shall be liable for and shall protect and defend at its cost, save, hold harmless and indemnify Kushner, SBAM and SBIS, and their respective agents, employees, officers, directors and shareholders from and against any and all fines, penalties, losses, damages, costs, expenses, attorneys' fees and court costs suffered by them. Neither Kushner, SBAM nor SBIS shall have any liability for any damages to participants in the Plan resulting from a decision of the Member not to pay any claim and Member shall protect, defend at its cost, save, hold harmless and indemnify Kushner, SBAM and SBIS from any such damages, costs, expenses, attorneys' fees and court costs.

D. Member shall also assume the liability for any assessment of tax based upon the existence of the Plan, including all fines, penalties, losses, damages, costs, expenses, attorneys' fees and court costs incurred in connection with such assessment.

9. Confidentiality. All files, data and information relating to the business of any party in the possession of any other party will be deemed confidential and will not be disclosed except upon lawful order of a court or public authority which order compels obedience under penalty of contempt or fine or impairment or

loss of the right to do business. In the event of any such disclosure, the disclosing party shall immediately notify the other parties in writing detailing the circumstances of and extent of such disclosure.

10. Professional Services. Member acknowledges that neither Kushner, SBAM nor SBIS is rendering any legal or accounting services or advice, and that the Plan and SPD are prepared subject to the direction of and with the approval of the Member and its legal counsel. Member is solely responsible for carefully reviewing and editing the Plan, SPD and all documents in connection therewith to confirm their accuracy and suitability for its needs. The legal and tax status of the Plan under applicable law is a matter for determination by the Member and not by Kushner, SBAM or SBIS.

11. Consent to Use of Aggregate Plan Information. Member hereby acknowledges and consents to Kushner, SBIS and/or SBAM's use of its aggregate Plan information. This use includes, but shall not be limited to, use in statistical and other reporting to governmental units, marketing and/or solicitation of new SBAM members.

12. Miscellaneous.

A. By signing this Agreement, all parties understand that Kushner & Company Consulting and Administrative Services Agreement, attached as Exhibit I, is hereby incorporated in full into and as a part of this Agreement. In the event any language between the two documents is contradictory or unclear, the provisions of Kushner & Company Consulting and Administrative Services Agreement shall prevail.

B. This Agreement shall constitute the entire agreement of the parties. This Agreement supersedes all prior or contemporaneous written or oral understandings and agreements, and may not be added to, modified or waived in whole or in part, except by in writing and signed by all parties.

C. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

D. No party hereto shall have the right to assign this Agreement without the written consent of the other parties.

E. Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by mail to the appropriate party. Notice by mail shall be delivered as follows:

Kushner: Kushner & Co., Inc.
2427 W. Centre Avenue
Portage, MI 49024

SBAM: Small Business Association of Michigan
120 N. Washington Square, Suite 1000
Lansing, MI 48933

SBIS: Small Business Insurance Services, L.L.C.
120 N. Washington Square, Suite 1000
Lansing, MI 48933

Member: Chocolay Township
(company name)
5010 US 41 South
(address)
Marquette MI 49855
(city, state, zip)

E. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, and all of which shall be construed as part of a single instrument. Execution of a facsimile counterpart or electronic transmission of this Agreement shall be deemed execution of the original Agreement. Facsimile or electronic transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement. Member specifically acknowledges and affirms that an electronic signature shall constitute acceptance of the terms and conditions set forth herein.

{Signature Page Follows}

KUSHNER & CO., INC., a
Michigan corporation

By: _____
Its: President and CEO
Date: _____

SMALL BUSINESS ASSOCIATION
OF MICHIGAN, a Michigan
non-profit corporation

By: _____
Its: CEO
Date: _____

SMALL BUSINESS INSURANCE
SERVICES, L.L.C., a Michigan Limited

Its: Senior Vice President

Date: _____
K:\Client Folders\C300\M029\SBAM CDHP Participation Agreement 0210 (red-lined).doc
Revised 06/19

MEMBER: Chocolay Township

By: _____
Its: _____

Date: _____

EXHIBIT A

SELF-ADMINISTERED PREMIUM ONLY PLAN (POP)

- Access via SBAM's Website to a master Plan Document and Summary Plan Description ("SPD"), as those terms are defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), which can be customized by Member. Kushner shall update the master Plan Document and SPD on an as-needed basis, for changes which are required or otherwise necessitated by law. All updates to the master Plan Document and SPD shall be made by Kushner within two (2) weeks after Kushner becomes aware of the law or circumstance that necessitates the change.
- A complete spreadsheet and guide to allow Member to complete all non-discrimination tests applicable to the Plan.
- Detailed instructions for establishing and administering pre-tax deductions in payroll systems.
- An annual newsletter to explain the benefits and tax savings of the Plan for distribution to employees.
- Access to an electronic version of a master enrollment form that can be tailored by Members for use by its employees.

EXHIBIT B

FULLY ADMINISTERED PREMIUM ONLY PLAN (POP)

- A Plan Document and SPD customized by Kushner for Member. Kushner shall update the master Plan Document and SPD on an as-needed basis, which are required or otherwise necessitated by law. All updates to the master Plan Document and SPD shall be made by Kushner within two (2) weeks after Kushner becomes aware of the law or circumstance that necessitates the change.
- Computer software, currently known as Data Collection Module, in which the Member inputs certain data relating to the Plan. The data is then electronically transferred to Kushner & Company for purposes of performing all applicable non-discrimination tests at the end of the Plan year.
- Detailed instructions for establishing and administering pre-tax deductions in payroll systems.
- An annual newsletter to explain the benefits and tax savings of the Plan for distribution to employees.
- Access to an electronic version of an enrollment form customized by Kushner for each Member.
- A toll-free telephone number and email address for an Kushner representative available to answer Plan-related questions.

EXHIBIT C

FLEXIBLE SPENDING ACCOUNTS

- A Plan Document and SPD customized by Kushner for Member. Kushner shall update the master Plan Document and SPD on an as-needed basis, which are required or otherwise necessitated by law. All updates to the master Plan Document and SPD shall be made by Kushner within two (2) weeks after Kushner becomes aware of the law or circumstance that necessitates the change.
- Computer software, currently known as Data Collection Module, in which the Member inputs certain data relating to the Plan. The data is then electronically transferred to Kushner for purposes of performing all applicable non-discrimination tests at the end of the Plan year.
- Detailed instructions for establishing and administering pre-tax deductions in payroll systems.
- An annual newsletter to explain the benefits and tax savings of the Plan for distribution to employees.
- Access to an electronic version of an enrollment form customized by Kushner for each Member.
- A toll-free telephone number and email address for an Kushner representative available to answer Plan-related questions.
- The establishment, implementation and processing of a Member-specific medical reimbursement account and dependent care reimbursement accounts.
- Flexible spending account administration guide to aid Member in day-to-day operations of its Plan, which shall be updated by Kushner as required or necessitated by law.
- An annual newsletter to explain the benefits and tax savings of the Plan for distribution to employees.
- Worksheets for medical reimbursement account and dependent care reimbursement accounts.
- Access to an electronic version of an enrollment form customized by Kushner for Member.
- Not less than 60 days prior to the end of a Plan year, Kushner will send Member and all Member participants an account summary.
- Upon receipt of a claim for benefits under the Plan, Kushner will review the claim submitted and determine the amount, if any, which is due and payable. Claims for benefits must be submitted to Kushner in accordance with procedures prescribed by Kushner. Kushner will maintain records of claims received and determinations thereon for so long a period as Kushner shall determine to be appropriate. Before destruction of said records, Member shall have the right to request that they be transferred to

Member. Kushner shall disburse benefit payments to such persons entitled to such payments under the Plan. Such payment shall be made through a banking system established by Kushner or the Member. Kushner shall provide Member with a monthly summary statement and a monthly reconciliation of claims paid. Member agrees to maintain on deposit and make available to Kushner funds sufficient to pay claims under the Plan. Kushner is not responsible in any manner whatsoever for providing funds for the payment of claims hereunder. Member is solely liable and responsible for providing funds for the payment of claims.

- Member-employee password-protected access to the BeneWorld Website to view all flexible spending account activity within each employee's own account.

EXHIBIT D

FULLY ADMINISTERED HEALTH REIMBURSEMENT ARRANGEMENT

- A Plan Document and SPD customized by Kushner for Member. Kushner will update the master Plan Document and SPD on an as-needed basis, which are required or otherwise necessitated by law. All updates to the master Plan Document and SPD shall be made by Kushner within two (2) weeks after Kushner becomes aware of the law or circumstance that necessitates the change.
- Computer software, currently known as Data Collection Module, in which the Member inputs certain data relating to the Member's Plan. The data is then electronically transferred to Kushner for purposes of processing of the Participating Member's Plan.
- A toll-free telephone number and email address for a Kushner representative available to answer Member's Plan-related questions.
- The establishment, implementation and processing of a Member-specific Health Reimbursement Account.
- Upon receipt of a claim for benefits under the Member's Plan, Kushner will review the claim submitted and determine the amount, if any, which is due and payable. Claims for benefits must be submitted to Kushner in accordance with procedures prescribed by Kushner. Kushner will maintain records of claims received and determinations thereon for so long a period as Kushner shall determine to be appropriate. Before destruction of said records, Member shall have the right to request that they be transferred to Member. Kushner shall disburse benefit payments to such persons entitled to such payments under the Member's Plan. Such payment shall be made through a banking system established by Kushner on the Member. Kushner shall provide Member with a monthly summary statement and a monthly reconciliation of claims paid. Member agrees to maintain on deposit and make available to Kushner funds sufficient to pay claims under the Plan. Kushner is not responsible in any manner whatsoever for providing funds for the payment of claims hereunder. Member is solely liable and responsible for providing funds for the payment of claims.
- Member-employee password-protected access to the BeneWorld Website to view all account activity within each employee's own account.

EXHIBIT E

SELF-ADMINISTERED HEALTH REIMBURSEMENT ARRANGEMENT

- Access via SBAM's Website to a master Plan Document and Summary Plan Description ("SPD"), as those terms are defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), which can be customized by Member. Kushner shall update the master Plan Document and SPD on an as-needed basis, for changes which are required or otherwise necessitated by law. All updates to the master Plan Document and SPD shall be made by Kushner within two (2) weeks after Kushner becomes aware of the law or circumstance that necessitates the change.

EXHIBIT F

HEALTH SAVINGS ACCOUNT

- Computer software, currently known as Data Collection Module, in which the Member inputs certain data relating to the Plan. The data is then electronically transferred to Kushner's bank/trustee partner for purposes of processing of the Member's Plan.
- A toll-free telephone number and email address for a Kushner representative available to answer Member's Plan-related questions.
- The establishment, implementation and applicable processing of a Member-employee specific Health Savings Account (HSA).
- Kushner may, if requested by the employee and contracted by the Member, review the claim submitted and determine the amount, if any, which is eligible for tax-free status. Claims for benefits must be submitted to Kushner or bank/trustee in accordance with procedures prescribed by Kushner. Kushner or bank/trustee will maintain records of claims received and determinations thereon for so long a period as Kushner shall determine to be appropriate. Before destruction of said records, Member shall have the right to request that they be transferred to Member.
- Member-employee password-protected access to either the bank/trustee's website or BeneWorld Website (if no site is available through bank/trustee).

EXHIBIT G

DEBIT CARD

- Payable only in conjunction with FlexPlus with flexible spending accounts, health savings account and health reimbursement arrangement products.
- An optional debit card available to Members' employees through which the Employee can access his or her FlexPlus with flexible savings account, health savings account or health reimbursement arrangement directly to pay for eligible expenses.

EXHIBIT H

FEE SCHEDULE

By the service(s) selected in the Enrollment Form attached, the fees shall be as indicated and selected on that form. An uncompleted current Enrollment Form is attached on the following pages.

Section 12S Plan
 Flexible Spending Accounts
 Health Savings Accounts
 Health Reimbursement Arrangements



EFFECTIVE DATE REQUESTED: _____

COMPANY INFORMATION

Company Name:		
Contact Person:		
Address:		
City: Marquette	State: MI	Zip: 49855
Phone:	Fax:	E-Mail:

HEALTH INSURANCE AGENT INFORMATION

Health Insurance Agent Name:		
Health Insurance Agent Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Are you enrolled in an SRAM-sponsored BCBSM / BCN plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Group/Suffix # _____		

PLEASE INDICATE THE PROGRAM(S) YOU'RE ENROLLING IN:

ADMINISTRATION CHOICES	COST
<input type="checkbox"/> SELF-ADMINISTERED PREMIUM-ONLY PLAN (POP)	<input type="checkbox"/> Per Access Fee \$109.00
<input type="checkbox"/> FULLY ADMINISTERED PREMIUM-ONLY PLAN (POP)	<input type="checkbox"/> GREEN ACH OPTION Monthly Fee \$27.50 <input type="checkbox"/> Monthly Fee \$35.00
<input type="checkbox"/> FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION Full Premium Only Plan Administration FSA Medical and Dependent Care Administration	<input type="checkbox"/> GREEN PAPERLESS SERVICE \$5.25 Per Participant, Per Month (\$52.50 monthly minimum) <input type="checkbox"/> \$6.00 Per Participant, Per Month (\$75 monthly minimum) Debit Card Included - No Additional Charge Enter Total Number of Participants _____

<input type="checkbox"/> HEALTH REIMBURSEMENT ARRANGEMENT (HRA) ADMINISTRATION Full Premium Only Plan Administration HRA Medical and Dependent Care Administration	<input type="checkbox"/> GREEN PAPERLESS SERVICE \$5.25 Per Participant, Per Month (\$52.50 monthly minimum) <input type="checkbox"/> \$6.00 Per Participant, Per Month (\$75 monthly minimum) Debit Card Included - No Additional Charge Enter Total Number of Participants ____
<input type="checkbox"/> SELF-ADMINISTERED HEALTH REIMBURSEMENT ARRANGEMENT (HRA) DOCUMENT	<input type="checkbox"/> Per Access Fee \$109.00
<input type="checkbox"/> HEALTH SAVINGS ACCOUNT ADMINISTRATION (HSA) Full Premium Only Plan Administration and HSA Administration	<input type="checkbox"/> GREEN PAPERLESS SERVICE \$4.25 Per Participant, Per Month (\$52.50 monthly minimum) <input type="checkbox"/> \$5.00 Per Participant, Per Month (\$75 monthly minimum) Debit Card Included - No Additional Charge Enter Total Number of Participants ____

SELECT YOUR PAYMENT OPTION

Payment Method:

One-time POP/HRA check enclosed made payable to SBIS.

Please Mail Monthly Invoice.

If **Green Paperless Service** is selected, check this box and complete the information below:

Checking Savings

Name of Financial Institution: _____

Routing Number: _____ Account Number: _____

I hereby authorize Kushner & Company ("Kushner") to initiate debit (withdrawal) or credit (deposits) transactions from our account indicated above at the depository financial institution named above ("Depository"), and to debit/credit the same to such account. By my signature below we acknowledge that the origination of ACH transactions from and to our account must comply with the provisions of U.S. law. We also agree to pay any and all transaction charges to Kushner if a properly initiated transaction causes a reversal due to insufficient funds. This authorization is to remain in full force and effect until Kushner has received written notification from me of its termination in such time and in such manner as to afford Kushner and Depository a reasonable opportunity to act upon it.

Signature: _____

Date: _____

Please submit completed enrollment form to: **The Small Business Association of Michigan (SBAM)**
 Attention: Kellie Neiryck
 120 N Washington Square, Suite 1000
 Lansing, MI 48933
 kellie.neiryck@sbam.org

EXHIBIT I

**KUSHNER & CO., INC.
CONSULTING AND ADMINISTRATIVE SERVICES AGREEMENT**

Coversheet of Key Terms

Client: SBAM Member Adopting SBAM/Kushner & Company Participation Agreement

Kushner: Kushner & Co., Inc.

Effective Date: Date indicated in SBAM/Kushner & Company Participation Agreement

Initial Term: Twelve (12) months from the Effective Date as more fully explained in the terms and conditions of this Agreement.

Confidentiality Note: As is more fully explained in the terms and conditions of this Agreement, all information shared between and/or among the parties shall be kept fully confidential to the maximum extent allowable, including full compliance with HIPAA (as defined in the Agreement) confidentiality and information security requirements, as necessary. See Section 7 for further reference.

Services (As indicated on the SBAM/Kushner & Company Participation Agreement):

Consulting Services

Kushner & Company Consulting
ERISA-ACA Consulting
FSA/HRA/HSA Plan Document(s)

Administrative Services:

Health and Welfare Benefit Plans
Flexible Spending Account Administration
Health Reimbursement Account Administration
Health Savings Account Administration
Other:

KUSHNER & CO., INC.
CONSULTING AND ADMINISTRATIVE SERVICES AGREEMENT

This Client Consulting and Administrative Services Agreement ("Agreement") is entered into as of the date indicated in the SBAM/Kushner & Company Participation Agreement ("Effective Date"), by and among Kushner & Co., Inc., a Michigan corporation ("Kushner"), and the SBAM member entering into the SBAM/Kushner & Company Participation Agreement ("Client").

RECITALS

A. Kushner is an established HR and organizational consulting and administration company, experienced in providing HR and organizational consulting and administration to entities, such as Client.

B. The Client desires to retain Kushner to provide the HR consulting and administration services identified herein and Kushner is willing to provide such services, either directly or under Kushner's supervision.

NOW, THEREFORE, the parties agree as follows:

1. Retention.
 - 1.1. The Client retains Kushner to perform the Services pursuant and subject to the terms and conditions set forth in this Agreement. Kushner will devote the necessary time and energy to such services, and will provide services under this Agreement with the same degree of care normally exercised by other companies under similar circumstances.
2. Initial Services.
 - 2.1. Kushner shall provide the Client with the services as indicated on the SBAM/Kushner & Company Participation Agreement, hereby incorporated herein.
 - 2.2. Additional Services. The Client may request and Kushner may agree to provide certain services not indicated in Section 2.1 above, or otherwise in this Agreement, including certain professional consulting, administrative and other services, for which Kushner may charge the Client at its then-current hourly rate and provided by Kushner upon request by the Client.
3. Client Responsibilities.
 - 3.1. Information and Cooperation. At all times during the Term, Client must provide to Kushner in a timely manner such information about Client's employees and operations as Kushner deems reasonably necessary to perform the Services, and Client shall cooperate with and accurately and timely respond to reasonable requests for information by Kushner in the performance of the Services. Without limiting the generality of the foregoing, Client shall deliver to Kushner, on a timely and accurate basis and, if available to Client, in a format requested by Kushner all Client information relating to Client's employees and the Client's organization structure and ownership and this Agreement as may, from time to time, be reasonably requested by Kushner.
 - 3.2. Reliance on Client Information. All information provided at any time by or at the direction of Client (through an agent or otherwise) to Kushner or its subcontractors (including, without limitation, information provided by Client prior to execution of this Agreement or during the implementation phase) must be true, complete and accurate, and Kushner will be entitled to fully rely upon it. Kushner will not be obligated to verify the truth, completeness or accuracy of the information submitted to Kushner or its subcontractors by or at the direction of Client.
 - 3.3. Client Compliance Obligation. At the time of execution of this Agreement, and at all times throughout the Term, Client must remain in compliance with all federal, state and local laws and regulations applicable to it or its business with respect to which a failure to comply would have any material impact on Kushner or its obligations under this Agreement.
 - 3.4. Client Responsibility for Employees and Agents. Client is solely responsible for the acts, errors and omissions of Client's employees in the conduct of Client's business and, unless arising from the use of the Services, Kushner has no responsibility or liability for any losses, claims, damages, expenses, liabilities or obligations that arise as a result of the operation of Client's business.
4. Implementation and Administrative Fees. The Client must pay Kushner Consulting and Administrative Fees as follows:
 - 4.1. Consulting and Administration Fees.
 - A. Not Due Upon Receipt. As of the Effective Date, for all of the consulting and/or administrative services provided by Kushner to the Client indicated in Section 2, above, the Client must pay Kushner the consulting and/or administrative fees

set forth in attached Exhibit C (the "Service Fees"), as invoiced in full, payable by the Client upon receipt of the invoice, as billed each month by SBAM or its agent(s). Client's failure to do so, if not remedied by Client in accordance with Section 3, may be treated by SBAM and Kushner as a default under the Agreement.

- B. Kushner-Initiated ACH. As of the Effective Date, Client may, at its direction to SBAM and its agent(s), for all of the consulting and/or administrative services provided by Kushner to the Client indicated in Section 2, above, the Client must pay Kushner the consulting and/or administrative fees set forth in attached Exhibit C (the "Service Fees"), payable by ACH withdrawal on a monthly basis within 10 calendar days after the Client's receipt of an electronic invoice for such services. Kushner will deliver to Client an electronic invoice for the monthly Service Fee for the immediately preceding Billing Period via the Client's last known e-mail address. Client authorizes an ACH withdrawal to be made not earlier than the 10th day after the delivery of the electronic invoice for the full undisputed amount of the applicable monthly Service Fee from a bank account of Client designated by Client ("Client's Bank Account"). Client agrees to deposit in Client's Bank Account on a timely basis available funds in an amount sufficient to pay the monthly Service Fee on the date scheduled for the ACH debit, and Client's failure to do so, if not remedied by Client in accordance with Section 3, may be treated by Kushner as a default under the Agreement.

- 4.2. Out-of-Pocket Expenses. In addition to the Consulting and Administration Fees, all out-of-pocket expenses, such as but not limited to mileage, travel, meals, hotels, photocopy and reproduction expenses, and legal consultation fees shall also be invoiced, and are due and payable upon receipt of the invoice. Client acknowledges and agrees that a ten (10) percent administrative charge shall also be added to each out-of-pocket expense.

- 4.3. Fee Disputes. The Client shall have the right to dispute any invoice, or any portion of an invoice, within five calendar days after the receipt of the electronic invoice, by email notice to Kushner with the subject line "Fee Dispute", followed by hard copy notice pursuant to the notice provisions contained in this Agreement. In the event that the Client disputes a portion of an invoice, Client agrees to allow the ACH withdrawal by Kushner of the undisputed portion of the invoice in accordance with the terms of this Agreement. The parties shall use good faith and best efforts to resolve payment disputes in as timely a manner as possible. No interest or finance charges will be assessed to Client for the disputed portion of invoices while under dispute. The Client shall allow the ACH withdrawal by Kushner of the portion of an invoice formerly in dispute within 10 calendar days of the date of dispute resolution.

- 4.4. Annual Adjustment. The fee schedule contained in Exhibit C is subject to annual review by Kushner and the fees may be adjusted accordingly alter the initial term of this Agreement. No less than 60 days prior to each anniversary of the Effective Date, Kushner may submit a revised fee schedule to Client for review and consideration. Client will have ten days from receipt of the revised fee schedule to terminate the Agreement for rejection of the revised fee schedule. If 30 days lapse after Client's receipt of a revised fee schedule without acceptance or rejection by Client, Client will be deemed to have accepted the revised fee schedule.

5. Term and Termination.

- 5.1. Term. The initial term of this Agreement ("Initial Term") will be for a period commencing as of the Effective Date and ending after the number of months or completion of the scope of service as stated on the Coversheet of this Agreement, unless terminated earlier as provided below. For any Administrative Services, after the Initial Term, this Agreement shall be renewed automatically for successive equal terms as stated on the Coversheet of this Agreement, unless either party gives the other party at least 90 days' advance written notice of its intention to terminate this Agreement at the end of the then current term.

- 5.2. Termination by the Client. Notwithstanding any other provision of this Agreement, the Client may terminate this Agreement upon the occurrence of any of the following events:

- A. Kushner defaults in the performance of any of its obligations under this Agreement and the default is not cured within 30 days. Provided, however, if such default cannot reasonably be cured within 30 days, the Client may not terminate this Agreement if Kushner has commenced to cure the default within 30 days to the reasonable satisfaction of the Client and thereafter continues diligently to cure such default;

- B. The filing by Kushner or against Kushner of any bankruptcy or similar financial reorganization, or if Kushner is deemed unable to pay its debts by a court of competent jurisdiction.

If at any time within the initial term or upon a renewal term, this Agreement is terminated (i) by the Client for any reason other than an express provision of the Agreement that authorizes the Client to provide Kushner with a notice of termination, or (ii) by Kushner due to an uncured Event of Default by the Client, Client must remit to Kushner a one-time lump-sum payment (the "Client Termination Fee"). This fee will be calculated by multiplying the "Client's Average Monthly Service Fee" (as defined below) by the difference between the number of months as stated on the Coversheet of this Agreement and the number of months for which a Service Fee was paid by Client to Kushner. The "Client's Average Monthly Service Fee" will be calculated by averaging the monthly administrative service fees paid to Kushner by Client during the most recent six months. If the Client's service agreement is terminated during the initial six month period, the Client's Average Monthly Service Fee shall be calculated by averaging the monthly administrative service fees paid or payable by Client during the number of months prior to termination. The Client Termination Fee shall be due and payable by Client within 30 days after the termination of this Agreement by Client. Client's obligation to pay any such Client Termination Fee shall survive the termination of this Agreement. This Section 5.2 may not be construed as the exclusive remedy, an election of remedies, or a waiver of damages resulting from an event of default by Client.

- 5.3. Termination by Kushner. Notwithstanding any other provision of this Agreement, Kushner may terminate this Agreement immediately upon the occurrence of any of the following events:
- A. Client defaults in any monetary obligation due Kushner under this Agreement and the default is not cured within 15 days after written notice from Kushner;
 - B. Client defaults in the performance of any of its obligations under this Agreement other than monetary obligations to Kushner, and the default is not cured within 30 days after written notice from Kushner;
 - C. The filing by the Client or against the Client of any bankruptcy, financial reorganization, or if the Client is deemed unable to pay its debts by a court of competent jurisdiction; or
 - D. Client incurs at least three defaults of any of its obligations within a 12-month period, even if the defaults were subsequently cured.
- 5.4. Effect of Termination.
- A. In the event of termination by any party, Kushner will continue to perform Services until the end of normal working hours on the effective date of termination. Upon the effective date of termination of this Agreement, and except as otherwise provided in this Agreement, neither party will have any further rights or obligations under this Agreement except to the extent accrued through such effective date, including without limitation, the right to receive any accrued but unpaid compensation, and as otherwise set forth in this Agreement. Upon termination, each party shall take all reasonable steps requested by the other party to effect a smooth transition.
 - B. Recordkeeping after the date of termination of this Agreement will become the responsibility of the applicable Client. Upon any such termination, Kushner will transfer to the Client such information from Kushner's records relating to the Services as shall be necessary for the Client to continue to provide its human resources and employee benefit accounting and Kushner shall also transfer to Client a final accounting. Kushner shall be entitled to receive a fee, as described in Exhibit C for furnishing such information and accounting electronically in a customary computer format. Kushner may retain a copy of such books and records to evidence its compliance with applicable laws and regulations and to assert or defend against any claim arising with respect to the activities of Kushner and/or the Client in connection with this Agreement or the operation of the Client's business.

6. Intellectual Property.

- 6.1. Ownership. Kushner and its subcontractors retain the copyright and all other intellectual property rights associated with the documents and services provided by Kushner and its subcontractors under this Agreement. The Client acknowledges and agrees that Kushner and its subcontractors possess valuable proprietary rights in their human resources consulting and administrative services programs and any and all documents and materials provided to the Client by Kushner, including but not limited to policy and procedure manuals; public information/education programs; public information messages for print and audiovisual media; quality assurance standards/compliance programs; and the data collection and reporting system. Such proprietary information shall be maintained in confidence and shall, in all circumstances, remain the exclusive property of Kushner and its subcontractors.
- 6.2. Limited License. All materials furnished by Kushner to Client including, without limitation, all forms, brochures, documents as well as other materials that can be printed through Kushner or a Subcontractor's Web site (collectively, "Materials") are licensed (not sold). The term "Materials" shall not be deemed to refer to or include any data or information regarding Client employees. Kushner grants Client a limited, personal, nonexclusive, non-transferable license to use the Materials solely for the purposes of accessing and using the Services consistent with the terms set forth in this Agreement (the "Materials License"). Client shall not distribute, alter or use the Materials for any other purpose. Client shall treat all Materials as Confidential Information as defined in Section 7 of this Agreement. Upon the termination of this Agreement, Client must destroy all Materials or, if requested by Kushner, return all Materials to Kushner. Except as expressly authorized in this Agreement, Client may not copy or otherwise reproduce any portion of Kushner or a Subcontractor's website or the Materials, except to the extent necessary for Client to use Kushner or a Subcontractor's website and Materials for their intended purpose, as set forth in this Agreement; cause or permit reverse compilation or reverse assembly of all or any portion of Kushner or a Subcontractor's website; distribute, disclose, market, rent, lease, transfer, or provide or permit access to any portion of Kushner or a Subcontractor's website or the Materials to any third party not authorized under this Agreement; or use Kushner or a Subcontractor's website or the Materials except as authorized pursuant to this Agreement.

7. Confidential Information.

- 7.1. Client Obligations. The Client acknowledges and agrees that Kushner will disclose confidential information to it in confidence and with the understanding that such information constitutes valuable business information developed by Kushner at great expenditure of time, effort, and money. The Client agrees that it, its Managers, Shareholders, Members, officers, employees, and its affiliates shall not, without the express prior written consent of Kushner, use such confidential information for any purpose other than in connection with the performance of this Agreement. The Client further agrees to keep strictly confidential and hold in trust all confidential information and, except as required by law, not disclose or reveal such information to any third party without the express prior written consent of Kushner, and further agrees not to permit any of its Managers, Members, officers, employees, or agents to disclose or reveal such information to any third party without the express prior written consent of Kushner. The Client acknowledges that the disclosure of confidential information to it by Kushner is done in reliance upon the Client's representations and covenants in this Agreement. Upon termination of this Agreement by either party for any reason whatsoever, the Client shall promptly return to Kushner all

material constituting or containing confidential information whether that material consists of original documents provided to the Client by Kushner, or copies produced by the Client, and the Client and its affiliates will not thereafter for any purpose, use, appropriate, or reproduce such information or disclose such information to any third party. The Client further agrees that a violation of this provision may cause irreparable damage to Kushner and the exact amount of such damage may be difficult or impossible to ascertain, and for that reason further agrees that Kushner may request, without the obligation to post bond, injunctive relief from any court of competent jurisdiction, restraining any threatened or further violation of this provision; provided, however, that such right to injunctive relief shall be cumulative and in addition to whatever other remedies Kushner may have.

7.2. Kushner Obligations. Kushner acknowledges and agrees that as a result of it providing services to the Client under this Agreement, Kushner will obtain confidential information pertaining to the Client and its affiliates. Such confidential information will include, but not be limited to, employee lists and profiles, financial information, and proprietary business information and methods. Kushner further agrees to keep strictly confidential and hold in trust all confidential information and neither it nor its directors, officers, employees, agents, or affiliates will use such confidential information for any purpose, or, except as required by law, disclose such confidential information to any third party other than for purposes of performance or enforcement of rights under this Agreement, without the express prior written consent of the Client on behalf of itself and its affiliates, as the case may be. Upon termination of this Agreement by either party for any reason whatsoever, Kushner shall promptly return to the Client all material constituting or containing confidential information whether that material consists of original documents provided to Kushner by the Client, or copies produced by Kushner, and Kushner and its affiliates will not subsequently for any purpose, use, appropriate, or reproduce such information or disclose such information to any third party. Kushner further agrees that a violation of this provision may cause irreparable damage to the Client, and/or its affiliates, as the case may be, and the exact amount of such damage may be difficult to ascertain, and for that reason further agrees that the Client, or the applicable affiliate may request, without the obligation to post bond, injunctive relief from any court of competent jurisdiction, restraining any threatened or further violation of this provision; provided, however, that the right to injunctive relief will be cumulative and in addition to whatever other remedies the Client, and its affiliates as applicable, may have.

7.3. Authorized Disclosures. As of the Effective Date of this Agreement, Client authorizes Kushner and its employees to access data and other Confidential Information of Client that is (i) contained in Client's Kushner website, (ii) otherwise is provided, directly or indirectly, by Client to Kushner, or (iii) contained in one or more external data sources containing Client and its employees' information, wherever Kushner needs such access, including access to Client and its employees' data stored by Kushner or Kushner's subcontractors in connection with the Services and this Agreement. Client acknowledges that such data includes, but is not limited to, Client's Confidential Information regarding its ownership structure, financial reports, employee names, addresses, birth dates, social security numbers, and banking information); financial information (including, but not limited to, compensation paid to employees and related tax deductions), and benefit information (including, but not limited to, eligibility and enrollment information related to any health insurance, life insurance, dental insurance, retirement plan, or any other benefit plan provided to employees and their dependents by or through Clients). All disclosures of data and Confidential Information described in this Section are referred to as the "Authorized Disclosures." Client agrees that Kushner shall have no obligation or responsibility for obtaining any employee or other third party consents that may be required in connection with the Authorized Disclosures. Client agrees to indemnify, defend, and hold harmless Kushner and its officers, employees, agents, and subcontractors from and against any and all claims, losses, damages, liabilities, penalties, obligations, and expenses (including, but not limited to, court costs and attorney fees) resulting from, arising out of, or related to the Authorized Disclosures.

7.4. Privacy and Security of Certain Information. To the extent applicable, each party agrees that it will comply in all material respects with all federal and state mandated laws, regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement or execute such documents to conform with any new or revised legislation, rules, and regulations to which Client and Kushner are subject now or in the future including, without limitation, HIPAA and Standards for Privacy of Individually Identifiable Health Information or similar legislation ("Laws") in order to ensure that Client and Kushner are at all times in conformance with all Laws. If, within 30 days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon 30 days' prior written notice.

8. Administrative Services. If Client selects administrative services then the provisions specified below will apply to the provisions of those services:

8.1. Flexible Spending Accounts ("FSA"), Health Reimbursement Accounts ("HRA"), or Health Savings Accounts ("HSA"). Whenever Kushner provides performs administrative services as the plan recordkeeper for Client's Flexible Spending Accounts, Health Reimbursement Accounts, or Health Savings Accounts the follow provisions will apply. Customarily, these provisions will apply when Client has adopted a cafeteria plan under Section 125 of the Internal Revenue Code of 1986, as amended and/or a Health Reimbursement Account under Section 105 (the "Plan") containing eligible reimbursement accounts for the benefit of its employees and the eligible dependents of such employees.

- A. Definitions. The term "Client" will mean the Client, Fiduciary and Plan Administrator as may be used in other documents or applications. The term "Kushner" will mean the Plan Recordkeeper as used in other documents or applications. Other defined terms in this Section 8.2 will be as customarily used by Kushner.
- B. Services.
- (i) Plan Design. Upon written request, Kushner will assist the Client in developing an FSA, HRA and/or HSA plan of benefits for its employees in accordance with specifications provided by the Client. The Plan Document shall be established and maintained pursuant to a written instrument containing the descriptions, provisions and specifications required by law.
 - (ii) Claims Administration.
 - (a) Upon receipt of a claim for benefits under the Plan, Kushner will review the claim submitted and determine the amount, if any, which is due and payable. Claims for benefits must be submitted to Kushner in accordance with procedures prescribed by Kushner.
 - (b) Kushner will maintain records of claims received and determinations made for so long a period as Kushner shall determine to be appropriate. Before the destruction of said records, the Client shall have the right to request that they be transferred to the Client.
 - (iii) Payment of Claims.
 - (a) Kushner shall disburse benefit payments to such persons entitled to such payments under the Plan. Such payment shall be made through a banking system established by Kushner and the Client. Kushner shall provide the Client with a monthly summary statement and a monthly reconciliation of claims paid. The Client agrees to maintain on deposit and make available to Kushner funds sufficient to pay claims under the Plan. Kushner is not responsible in any manner whatsoever for providing funds for the payment of claims under this Agreement. The Client is solely liable and responsible for providing funds for the payment of claims under this Agreement.
 - (b) In the event Kushner pays any person less than the amount to which said person is entitled under the Plan, Kushner will promptly adjust the underpayment. In the event Kushner pays any person more than the amount to which said person is entitled under the Plan, Kushner shall take all reasonable steps to recover the overpayment, unless such payments have been authorized by the Client in writing.
 - (iv) Administrative Services.
 - (a) Kushner must approve, design, or assist in preparing all forms, announcement materials, and instructional materials for administration of the Plan and such other materials as are, in Kushner's opinion, necessary or appropriate for the implementation and administration of the Plan. Kushner shall not be responsible for distributing to Plan participants or filing with any government department such Plan descriptions and modifications as may be required by law, but may distribute such materials as Kushner deems necessary to protect itself from liability for any benefits under this Agreement.
 - (b) Kushner will design administrative procedures, instruct the Client's personnel in their implementation, and will, at the Client's request, review the administration of the Plan with the Employee and make recommendations. Printing of any designed material by Kushner shall be at the specific request of the Client and subject to separate charges, to be paid by the Client.
 - (c) Kushner shall provide to Client all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and federal law (including the Gramm-Leach-Bliley Act). Kushner agrees to amend this Agreement as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.
 - (v) Consultation and Advice. Kushner, as necessary, shall report to the Client matters of general interest with respect to ~~the Plan such as problems~~ of a recurring nature, suspected abuses of Plan Benefits, changes in the local situation, etc. Further, upon request, Kushner shall advise and assist the Client in the evaluation and adoption of Plan or Benefit changes.
- C. Client's Duty.
- (i) Client is the Plan Administrator and a named Fiduciary of the Plan as those terms are defined in ERISA. As such, the Client is responsible for the general management and administration of the Plan, including, but not limited to, the following:
 - (a) Payment of claims for benefits under the Plan and payments of expenses for the administration of the Plan, including, without limitation, taxes and other governmental fees assessed against the Plan or the Client and any attorneys, auditors, or other professional appointed by the Client in connection with the Plan;
 - (b) Establishment, amendment, and termination of the Plan and establishment of a funding policy for the Plan;
 - (c) Final interpretation of the Plan, including determination of eligibility and amount, manner, and time of Plan benefit payments;
 - (d) Enrollment of eligible persons in the Plan and providing Kushner with a complete and accurate enrollment form for each participant prior to the effective date of the participant's coverage;
 - (e) Obtaining written waivers of Plan coverage from eligible persons declining such coverage;
 - (f) Forwarding to Kushner, by the last day of each month, a written list of all persons beginning coverage under the Plan in the next month and persons terminating coverage, complete and accurate enrollment forms for new participants, and signed waivers of Plan coverage for newly eligible persons declining such coverage;
 - (g) Reviewing Kushner's monthly billing statement for accuracy of enrollment records and immediately informing Kushner of any inaccuracies;
 - (h) Providing such participant with a Summary Plan Description as required by ERISA. ERISA requires that a Summary Plan Description be distributed to new participants within 90 days of enrollment, that the Client update Summary Plan Descriptions in general every five years, and that a summary of material modifications be distributed within 210 days after the end of any Plan Year that the Plan's benefits were substantially modified.

- (ii) The Client will provide written notice to each Participant of the following in accordance with Section 550.932 of the Michigan Compiled Laws:
 - (a) What benefits are being provided and any changes in such benefits;
 - (b) The fact that individuals covered by the Plan are not insured;
 - (c) The fact that in the event the Plan or the Client does not ultimately pay medical expenses that are eligible for payment under the Plan, the individuals covered by the Plan may be liable for those expenses;
 - (d) The fact that Kushner merely processes claims and does not ensure that any medical expenses of individuals covered by the Plan are paid; and
 - (e) The fact that complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the Plan will have no greater rights to interest or other remedies against Kushner than as otherwise afforded them by law.
 - (iii) As a condition to Kushner's obligations under this Agreement, the Client shall cooperate with Kushner, provide Kushner with information required by it, comply with the procedures prescribed by it, and make the payments required by this Agreement.
 - (iv) Client agrees to forward all Participant claims for benefits to Kushner so that claims can be reviewed in a timely manner and processed in accordance with the claims procedure stated in the Plan. As Plan Administrator, Client shall provide Kushner any and all revisions and changes in the Plan and additions and/or deletions to its list of Participants.
 - (v) Client shall, if required by law or regulation, notify each Participant and provide each Participant with an opportunity to opt-out (if required) or obtain from each Participant such written authorization for release of any personal financial record and medical records in accordance with applicable state and federal law (including the Gramm-Leach-Bliley Act) to permit Client and/or TPA to perform the obligations under this Agreement.
- D. Limitation of Liability. Kushner shall have no liability for any damages to participants in the Plan resulting from a decision of the Client not to pay any claim, and the Client shall protect, defend at its costs, save and hold harmless, and indemnify Kushner from any such damages, costs, expenses, attorney fees, and court costs. The Client shall also assume the liability for any assessment of tax based upon the existence of the Client's Plan, including all fines, penalties, losses, damages, costs, expenses, attorney fees, and court costs incurred in connection with such assessment. Furthermore, if Kushner shall pay, pursuant to the demand of an appropriate state or federal office, taxes based on the amounts paid into or from the Plan, the Client shall reimburse Kushner upon demand in the full amount of such taxes paid, including any interest and penalties added to and paid by Kushner.
- E. Notice of Plan Amendment. The Client shall file with Kushner all amendments, modifications, or changes in the Plan at least 60 days prior to the proposed effective date of such amendment, modification, or change. Kushner shall have no obligation to administer any such benefits provided by such amendment, modification, or change unless agreed in writing. Kushner retains the right to modify the schedule of administrative charges to reflect any additional services required by such amendment, modification, or change.

9. Indemnification.

- 9.1. Kushner Obligations. Except to the extent covered by Kushner's or the Client's insurance, Kushner agrees to indemnify, defend, and hold harmless the Client and/or its Members, Managers, employees, officers, directors, and agents from any and all claims (including, but not limited to, apparent agency claims), losses, damages, liabilities, and expenses, including reasonable attorney's fees (the "Losses"), to the extent that such losses arise from Kushner's grossly negligent or intentional actions or omissions with respect to the subject matter of this Agreement. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.
- 9.2. Client Obligations. Except to the extent covered by Kushner's or the Client's insurance, the Client agrees to indemnify, defend, and hold harmless Kushner and/or its employees, officers, directors, and agents from any and all Losses to the extent that such Losses arise from the Client's actions or omissions with respect to the subject matter of this Agreement. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

10. Limitation of Liability.

- 10.1. Kushner shall not incur any liability in connection with the following: (a) any action it takes at the written direction of Client or its agents; any action it does not take at the written direction of Client or its agents to not take such action; or (c) any action it takes or does not take in reliance upon any written data supplied by Client or its agents. Written direction and written data includes direction and data given electronically.
- 10.2. Kushner will not be liable or responsible for delays or errors by acts of God or by reason of circumstances beyond its control, including civil or military authority, national emergencies, labor difficulties, mechanical breakdown, insurrection, war, riots, failure or unavailability of transportation, communication or power supply, fire, flood or other catastrophe, extreme market volatility or trading volumes.
- 10.3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING ALL SCHEDULES AND ATTACHMENTS, KUSHNER'S TOTAL LIABILITY TO CLIENT OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY SHALL NOT EXCEED THE LESSER OF: (I) THE TOTAL FEES PAID BY CLIENT TO KUSHNER HEREUNDER DURING THE TWELVE (12)

MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT TO WHICH SUCH LIABILITY RELATES, OR (II) TWENTY THOUSAND DOLLARS (\$20,000).

- 10.4. IN NO EVENT SHALL CLIENT BRING ANY CLAIM OR CAUSE OF ACTION AGAINST KUSHNER OR ITS SUBCONTRACTORS MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. IN NO EVENT DOES KUSHNER OR ITS SUBCONTRACTORS ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN CLIENT REGARDING THE USE OF KUSHNER OR A SUBCONTRACTOR'S WEBSITE OR THE SERVICES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF, OR INABILITY TO USE, KUSHNER OR A SUBCONTRACTOR'S WEBSITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. General

- 11.1. Notices and Electronic Signature. By executing this Agreement, and except for actions requiring "Formal Notice" (as hereafter defined), the parties agree that Kushner and Client may transact business electronically pursuant to the "Electronic Signatures in Global and National Commerce Act," ("ESIGN") and any other similar state or local statute that authorizes electronic signatures in commerce, including, without limitation, the "Uniform Electronic Transaction Act" ("UETA"). Client agrees that Kushner may rely on electronic authorization by Client to make changes to employee or payroll records or data contained within Kushner website or relating to the Services, and Client releases Kushner and waives any rights to bring an action or seek damages from Kushner based in whole or in part on electronic instructions or authorizations by Client, or relating in any way to Kushner's reliance on electronic authorizations or instructions by Client as authorized under this Agreement.

Any provision of this Agreement that requires notification by "Formal Notice" shall be deemed to require written notification delivered by hand or mailed by United States First-Class mail, postage prepaid, addressed to the other parties at its address set forth in the Participation Agreement or at such other address as either party may from time to time designate by written notice to the other, and shall conclusively be deemed received three days after the same is deposited in the U. S. mail, or upon actual receipt, whichever is sooner. Alternatively, either party may use a recognized overnight express service, and such notice shall be deemed received the next Business Day after deposit with such recognized overnight express carrier, or upon actual receipt, whichever is sooner.

- 11.2. Professional Services. Client acknowledges that Kushner is not rendering any legal or accounting services or advice. The legal and tax status of the Client's employees and business operations under applicable law is a matter for determination by the Client and not by Kushner. To the extent applicable under the Services, Kushner is neither the Plan Administrator nor a named fiduciary of the Plan as these terms are defined in ERISA.
- 11.3. Severability. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall, to any extent, be held to 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 by it, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 11.4. Entire Agreement. This Agreement (including the Exhibits, which are incorporated in and form a part of this Agreement) constitutes the entire agreement between Kushner and Client with respect to the subject matter of it, and supersedes any prior proposals or other oral or written representations or agreements between the parties with respect to such subject matter. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both parties, except as otherwise expressly provided. Article and Section headings contained in this Agreement are for reference only and shall not be deemed to have any substantive effect or to limit or define the provisions contained of the Agreement.
- 11.5. Assignment. This Agreement and the rights and duties under this Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement to any person or entity that acquires all or substantially all of the assets of that party, whether by asset purchase, merger, consolidation or otherwise after giving 10 days' advance written notice to the other party. Notwithstanding any other provision of this Agreement to the contrary, and without relieving Kushner of its obligations under the Agreement, Kushner has the right to engage subcontractors to provide or perform any portion of the Services as Kushner deems appropriate. Kushner shall contractually require any such subcontractor to protect and safeguard all Confidential Information as required by this Agreement.
- 11.6. Governing Law and Venue. This Agreement is governed by the internal laws of the State of Michigan (without regard to the conflicts of laws rules of Michigan). Exclusive venue for any action is vested in Kalamazoo County.
- 11.7. Arbitration-General. If a dispute, controversy, or claim arises out of or relates to this Agreement including, without limitation, its termination or non-renewal, or the alleged breach thereof, and if said dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. If the matter has

not been resolved pursuant to mediation within 30 days of the commencement of such mediation (which period may be extended by mutual agreement in writing), then any such unresolved dispute, controversy, or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. One arbitrator approved by both parties shall conduct the arbitration, or if the parties are unable to agree upon an arbitrator within seven days of the conclusion of the mediation, the American Arbitration Association shall appoint the arbitrator. The arbitrator shall allow each party to conduct limited relevant discovery. The arbitrator shall have no authority to award punitive damages or any damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear their own expense of counsel, experts, witnesses, and preparation and presentation of the arbitration matter. Any such arbitration shall be conducted in Kalamazoo County, Michigan.

- 11.8. Non-Arbitrable Disputes. Notwithstanding the provisions of Section 11.7 of this Agreement, any dispute relating to (i) the validity or enforceability of Section 11.7, (ii) any disclosure of Confidential Information in violation of Section 7, or (iii) the ownership, validity, enforceability, or other rights in the intellectual property of Kushner or its subcontractors shall not be subject to arbitration. Any dispute described in the preceding sentence shall be submitted to the courts of the United States in the Western District of Michigan. Each party consents to the jurisdiction of such courts and waives any objections it may have to such venue or claim that such controversy or claim has been brought in an inconvenient forum. Any final judgment in such court shall be conclusive and binding on each party and enforceable against it in any court of competent jurisdiction.
- 11.9. Survival. Any provision of this Agreement, which by its terms is intended to so survive, shall survive termination or expiration of this Agreement.
- 11.10. No Third Party Beneficiaries. This Agreement is for the mutual benefit of and governs the relationship between Kushner and Client and it does not create any rights of any kind in any third party; provided that if more than one legal entity executes this Agreement as Client, each such entity shall be jointly and severally liable for all of Client's obligations hereunder. This Agreement shall in no way be construed or interpreted as creating an express or implied employment contract between Kushner and Client or Kushner and any employee of Client.
- 11.11. Independent Contractors. The parties are independent contractors. Nothing contained in this Agreement or done pursuant to this Agreement will cause either party to be the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or joint venturers.
- 11.12. No Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.
- 11.13. Authority. Each party has had the opportunity to consult with its own counsel in connection with the negotiation of this Agreement, and has bargaining power equal to that of the other party in connection with the negotiation, execution and delivery of this Agreement. The terms and conditions of this Agreement shall not be construed in favor of either party, but rather shall be construed according to the ordinary meaning of such terms and conditions.
- 11.14. Counterparts. This Agreement may be executed in multiple counterparts or duplicate originals and transmitted via facsimile or electronic mail, any and all of which shall be regarded as one and the same instrument, and which shall be construed and enforceable as the official and governing version in the interpretation and enforcement of this Agreement.

**CHOCOLAY TOWNSHIP
PLANNING COMMISSION**

Monday, October 17, 2022 Minutes

I. Meeting Call to Order

Chair Ryan Soucy called the meeting to order at 6:00 PM.

II. Roll Call

Members present at roll call:

Ryan Soucy (Chair)
George Meister (Vice Chair)
Don Rhein (Board)
Kendall Milton
Rebecca Sloan

Members absent at roll call:

Donna Mullen-Campbell (Secretary)

Staff present:

Richard Bohjanen (Township Supervisor), Joe Neumann (Grant Planner), Dale Throenle (Planning Director / Zoning Administrator)

III. Additional Agenda Items / Approval of Agenda

Milton moved, Rhein seconded, to approve the agenda as presented.

Vote: Ayes: 5 Nays: 0 Motion carried

IV. Minutes

A. September 19, 2022 Meeting

Rhein moved, Meister seconded, to approve the September meeting minutes as written.

Vote: Ayes: 5 Nays: 0 Motion carried

V. Public Comment

Phillip Toutant, 722 Pine Street, Marquette Michigan

Spoke on behalf of Nancy Richards, who inherited a property at 495 County Road 480. Requested that the Commissioners consider changing the size in the Agriculture / Forestry (AF) district to a smaller parcel size. He explained that Richards wanted to divide the 17-acre property among her siblings but could not because of the 20 acre minimum acreage requirement in the AF district.

Deborah Mulcahey, 633 Lakewood Lane

She stated she did not understand the documents that were included in the packet regarding the parcel non-conformances. She requested that a definition be included for laundromat and requested changes for other definitions that were being reviewed.

VI. Public Hearings

None

VII. Presentations

None

VIII. Unfinished Business

A. Zoning Districts and Related Non-Conformances Discussion

Staff Introduction

Prior to the introduction, Throenle stated Mr. Beach would not be part of the Planning Commission due to a job change that will take him out of the area for several months. He added that Commissioner Mullen-Campbell was not in attendance as she was participating in the Citizen Planner training.

Throenle stated that the zoning district discussion was tabled at the last meeting due to a small number of Commissioners being present for the meeting. He asked the Commissioners to begin the discussion of the issue by looking at the document in the packet that outline proposed changes to sections 6.1 and 6.2 of the Township Zoning Ordinance.

He stated the proposed changes include a rewrite of existing language, removal of footnotes under the table in section 6.1, and a table with the proposed changes in zoning district names, lot sizes and setbacks. He stated that the proposed changes included the renaming of the Agriculture / Forestry (AF) zoning district to Resource Production (RP), the renaming of the Waterfront Residential (WFR) zoning district to Shoreline Residential (SR), and would incorporated a new zoning district called Rural Residential (RR) that would have a minimum lot size of two acres. He added that there is a proposed change from 125 feet to 100 feet for minimum lot width in the RP, RR and SR zoning districts.

Throenle then used the remaining documents and maps in the packets to show how the decisions were made regarding the proposed changes.

Commissioner Discussion

Sloan asked if there was a map layout of what was proposed. Throenle responded that the map was not designed yet, as he was waiting on the outcome of the discussion before developing the map.

Meister proposed that AF parcels in the triangle above County Road 480 and west of US 41 South should be included in the R1 zoning district to resolve the non-conformances. He further proposed that changing lot sizes down to two acres and establishing them as rural residential in the areas south of County Road 480 to address the non-conformances that exist in those areas. He added that the AF uses would be the same for those rural residential properties.

Sloan asked what the new districts would be. Throenle stated the districts would be R1 (residential), R2 (high density residential), AF would be changed to RP (resource production), and a new district RR (rural residential) would be added with a two acre minimum for the district.

Meister added that not all non-conformances would be addressed, as some parcels would still be below the two-acre minimum. He stated he liked the idea of bringing back the rural residential district, especially for the smaller AF parcels.

Throenle stated that the rural residential district would incorporate the AF feel, and land uses could further define what could be done in that district. Rhein added that it would eliminate many of the issues that exist in the AF district today.

Sloan asked about the non-conformances along Lakewood Lane. Throenle stated the primary purpose for reducing the non-conformances along the shoreline was to change the lot size to 100 feet as the primary issue was lot width, not lot size. He pointed out that the land uses would not change. He also stated that the footnote in the zoning ordinance for placement of anything up to 720 square feet would be removed in the new language.

Throenle asked the Commissioners to consider a setback requirement for any structure under 100 square feet. He stated that based on the current zoning ordinance, anything under 100 square feet could be placed anywhere on a property, including on the lot line. Milton questioned the purpose of a setback if this placement was acceptable. Meister asked if there were complaints regarding sheds on the lot line; Throenle responded there were not. Milton added that there was a 15 foot fire separation requirement between structures.

Rhein asked what would happen to existing sheds if this was changed; Throenle stated those sheds would be permitted to remain where they were. Meister added that his understanding was that the 15 foot fire separation requirement was between occupied structures.

Throenle reviewed the proposed replacement table with the Commissioners that showed the proposed districts, acreage sizes, and lot width. Rhein stated that he did not have issues with how the table was defined; Meister agreed with Rhein.

Throenle added that the steps remaining would be to look at the table, define where those districts would be, and what the uses would be for the districts. Milton stated that he liked the four to one ratios; Throenle added that the Township was required to follow that for land splits.

Soucy asked how many of the sample communities included in the packet had a two acre minimum. Throenle walked through each and provide the size for each; two were at five and one was at two. Rhein added that the two-acre minimum and the 20 acre resource production was a good compromise; Meister agreed.

Sloan stated she wanted to make sure that the rural character was preserved as part of the process. She stated that the sizes were good, but she was concerned as to how this would be mapped out. Meister responded that the fit will be determined for what makes sense for residential and rural residential.

Meister suggested that the proposed table be used going forward, and that the next step be to being mapping the solution; Rhein supported the suggestion.

Sloan asked Throenle to provide maps for the next meeting that showed the separation in acreage sizes between the acreage sizes. Throenle stated that staff would provide maps for the two, five, ten, and twenty acres mapped out for the next meeting. Milton asked that under two acre parcels be represented too.

Throenle added that land use discussion would be part of the process for the next meeting.

Soucy asked if an open house could be set up for the public to review the potential changes. Throenle responded that it would be a good idea, but that it might have to wait until March or April so that the residents that are out of the area for the winter could be included. Meister asked if that could be set up as a virtual session; Throenle said that it could.

Bohjanen was asked for his input to the discussion. He stated that the Township will be using a multi-media product called Flash Vote to gain additional opinions from the community. He added that he would like to see a consideration for a sliding scale in property sizes, and to add a RPR (resource production residential) to allow for contiguous properties around one of the RR zones (five acres or less) to do farming related activities. Meister agreed that another layer of five acres may be a good idea. Throenle added that the requested change could also be added to the table.

B. Township *Zoning Ordinance* Current Definition Review

Staff Introduction

Throenle reminded Commissioners that definitions beginning with A through E had already been reviewed. Throenle stated the Commissioners should start with the list of definitions provided in the packet for second review.

Commissioner Discussion

Commissioners reviewed the revised definitions for letters F through a portion of L and made minor changes. Commissioners stopped at the definition of Lodging; they will resume the review at the next meeting.

IX. New Business

None

X. Public Comment

None

XI. Commissioner's Comments

Rhein

No comments.

Milton

No comments.

Sloan

No comments.

Meister

No comments.

Soucy

No comments.

XII. Director's Report

Planning / Zoning Administrator Throenle

Reminded the Commissioners that the next meeting will be November 21. Commissioners decided to keep the meeting as scheduled.

Throenle thanked the Commissioners for the effort and discussion during the meeting.

XIII. Informational Items and Correspondence

- A. Minutes – Township Board 09.07.22 special
- B. Minutes – Township Board 09.12.22
- C. Township Newsletter – September 2022
- D. Marquette County Planning Commission minutes 09.19.22 draft
- E. City of Marquette Planning Commission minutes 09.06.22
- F. City of Marquette Planning Commission minutes 09.20.22
- G. Correspondence - Denise

XIV. Adjournment

Rhein moved, Sloan seconded, to adjourn the meeting.

Vote: Ayes: 5 Nays: 0 Motion carried

Soucy adjourned the meeting at 8:10 PM

Submitted by:

Planning Commission Secretary

Donna Mullen-Campbell

MARQUETTE COUNTY SOLID WASTE MANAGEMENT AUTHORITY

Board Meeting Minutes

Regular Meeting

November 16, 2022

DATE: Wednesday, November 16, 2022**PLACE:** Landfill Administration Complex
600 County Road NP
Marquette, MI 49855**MEMBERS PRESENT:** In Person: Randall Yelle, Glenn Adams, Dennis Honch, Dave Campana, Amy Manning, Joe Minelli and Helen Amiri (Alternate Board Member)**MEMBERS ABSENT:** Carr Baldwin (unexcused)**EX OFFICIO:** Brad Austin (in person)**OTHERS:** In Person: Beth Bonanni, Recording Secretary; Amy Stakvel, MCSWMA; Gary Wommer, Negaunee Township and Jo Foley, MI League of Women Voters. By Zoom: Lyn Durant, Marquette Township and Scott Cambensy, City of Marquette.

1. Call to Order: R. Yelle called the meeting to order at 4:00 p.m.
 2. Approval of Agenda: D. Honch made a motion to approve the agenda. A. Manning supported. Motion passed unanimously.
 3. Public Comment: None.
 4. Approval of Minutes
 - a. 10/19/22 – Regular Meeting
- G. Adams made a motion to approve the 10/19/22 Regular Meeting Minutes as presented. D. Honch supported. Motion passed unanimously.
5. Consent Agenda
 - a. Statistics – October 2022
 - b. Accounts Payable

- c. Board Member Contact List
- d. Fee Schedule

J. Minelli requested that 5b be pulled out of the Consent Agenda for discussion. D. Honch made a motion to approve the Consent Agenda with 5b removed for discussion. D. Campana supported. Motion approved unanimously.

J. Minelli asked what the payment to Fire Rover was for under 5b? B. Austin said it is the 24/7 fire suppression system for the facility. D. Honch made a motion to approve 5b of the Consent Agenda. A. Manning supported. Motion passed unanimously.

6. Business

- a. Banking – D. Honch made a motion to approve the banking. J. Minelli supported. Motion passed unanimously.
- b. Financials – D. Campana made a motion to approve the financials. D. Honch supported. Motion passed unanimously.
- c. Recycling Financials – A. Manning made a motion to approve the Recycling Financials. J. Minelli supported. Motion approved unanimously. A. Manning asked when the new tipping fee for out of county recyclables will be imposed? B. Austin said the new tipping fee for out of county materials will not take effect until next month.
- d. Reimbursements – None presented.

7. Reports

- a. Director Report – B. Austin provided an update on the EGLE grants MCSWMA is receiving reimbursements on. One grant was in the amount of \$50,000.00 for e-waste and Battery Awareness campaign. The other grant reimbursement will come from Delta County for the landfill's recycling infrastructure in the amount of \$159,371.00.

B. Austin stated that Part 115 Recycling could be passed in the Lame Duck session. The state wants Michigan counties to plan dollars (about \$10,000,000.00) for solid waste. Increased costs to operate solid waste landfills and facilities is estimated to be approximately 20 percent.

The RFP for the wastewater treatment plant design went out November 4, 2022. The proposal deadline is December 14, 2022. The bid award date is December 21, 2022. B. Austin said things are moving quickly and there will be a tight timeline on the project schedule.

The KI Sawyer biosolids are complete for 2022. MCSWMA received only 10% of what was expected from KI Sawyer on the biosolid materials. A tentative date of May 1, 2023 has been set for receiving the biosolids in 2023.

The efficiency/infrastructure assessment results have been received. The Authority needs the recyclables compensation. MCSWMA will focus to improve health, safety and operational efficiency and utilize technology that is available to attain composition, identify hazards/reduce or eliminate injury, notification, etc. There are grant partners at the table.

B. Austin indicated that the recycling facility needs a longer presort area and will be providing more information on the upgrading of the facility to the Board at the next meeting. One issue with having a smaller presort area, the materials get bunched up (jammed) on the line and presents a safety hazard for the workers who are trying to sort the materials.

Facility tours of the Landfill have been conducted with school children.

There has been a substantial drop in commodity values. Cardboard value went from \$175.00 /ton in July, 2022 to \$32.50/ton in November, 2022. Mixed paper value in July 2022 was \$62.50/ton and is at \$5.00/ton for November, 2022. Milk jugs are up a little bit from .48/lbs. to .62/lbs., but otherwise values are down. MCSWMA may have to look into increasing tipping fees.

An industrial assessment on energy efficiency was completed at MCSWMA's facility by MTU/Michigan State University. Some of the recommendations included applying weather stripping, changing light bulbs, etc. B. Austin commented that MCSWMA received a very good score.

A new employee was hired at the Landfill 2 weeks ago.

The renewal of healthcare coverage for 2023 is scheduled for January 1, 2023.

NMU will hold a zero waste event on December 2, 2022 at the NMU-Michigan hockey game.

Tentative Board Agenda items for December will include the wastewater treatment plant design bid award, proposed 10-year tipping fee plan, and recycling facility dust control proposal that was approved in the 5-year capital plan.

J. Minelli asked if MCSWMA will receive more than 20% of biosolids from KI Sawyer in 2023? B. Austin said it is hard to say but starting in the Fall this year was tough because of the rough weather. However, B. Austin believes the Landfill will receive more materials in 2023 than what was received in 2022.

A. Manning asked if the recycling jam in the presort area was unique to the MCSWMA facility. B. Austin indicated it was unique to MCSWMA. The Authority is experiencing 5 times more growth than what was expected and normally the building footprint is built around the equipment. In MCSMWA situation, an existing structure was used to fit the equipment inside of the building.

G. Adams made a motion to approve the Director's Report. J. Minelli supported. Motion approved unanimously.

- b. Attorney Report –No attorney report was presented.
8. Public Comment – None.
9. Trustee Comments – G. Adams commented “great job.” J. Minelli indicated this was the last board meeting he would be attending in person as he is headed to Florida for the Winter. Mr. Minelli said he will attend the meetings by telephone while in Florida. Joe Minelli concluded his comments by wishing everyone happy holidays.
10. Adjournment. R. Yelle adjourned the meeting at 4:26 p.m.

Randall L. Yelle, Chairperson

Dennis Honch, Secretary

CHOCOLAY TOWNSHIP NEWSLETTER

November 2022

DEPARTMENT REPORTS

Assessing

By John Gehres

The December Board of Review will be held Tuesday December 13th at 10 a.m. covering clerical errors and mutual mistakes of fact. We have very few to address and they are standard changes. I am currently working on the E.C.F. and land value studies. Also, this time of year is spent finalizing what percentage of completion the new construction is for the 2023 roll.

Clerk

By Lisa Perry

WOW! What an election that was! Chocolay Township had a total of 3277 people cast a vote in the November 8 General Election. This is 63.83% of the 5134 registered voters that cast their vote.

Precinct two had 770 in person voters and 837 Absentee ballots returned.

Precinct Two had 765 in person voters and 905 Absentee ballots returned.

There were 1787 absentee ballots sent out. Precinct one had 851 issued with 837 being returned on time. Precinct two had 936 ballots issued with 905 being returned on time. This was 97.48% of the issued ballots returned by 8:00 PM on Election Day. Thank you to the Chocolay Township residents for a successful General election!

There will be some changes with the passing of Proposal 22-2 that we will be planning for. 2023 is not scheduled to have an election but this can change at any time. Please know that we will keep you up to date with any election information as it happens.

Fire Department

By Lee Gould

The fire department continued to prepare for the arrival of our replacement fire truck with equipment planning and a training schedule. New trucks require members to drive and understand how to use the truck given the technology changes in the past years. Having a roster of 23 will be time consuming getting everyone through it. Our anticipated delivery will be early 2023. We will know more by mid-December when we will take delivery.

We are continuing to work with the Chocolay Township Police Department on the new Public Safety Internship program that will start early 2023. We are excited to have the interns learn what the fire department is about and possibly join the department.

Our call volume remains strong. Currently we are at 133 calls of service for the year which is the highest in our history. Trends nationwide have call volumes rising for various reasons which are region specific.

Public Works

By Brad Johnson

Staff have all summer equipment winterized and put away and are ready for winter.

The old Blondeau Trucking company building is scheduled to change ownership early in December and the new potential owners have requested that the glass dumpster be removed from the property. We explored several potential locations for its new



home and have decided that here on the Township grounds would be the best location to keep an eye on it to help keep unapproved items out of it. It will be placed along the east side of the cistern in the parking lot behind the Fire Station.

Planning / Zoning

By Dale Throenle Planning Commission

The Planning Commissioners participated in a meeting on November 21 in the Township Fire Hall. There were three items on the agenda for the regularly scheduled meeting:

Unfinished Business

- 1) Zoning Districts and Related Non-Conformances Discussion

The Commissioners reviewed maps and materials related to the non-conforming parcel sizes in the Township. After a lengthy discussion, general consensus was to wait until staff provided additional information related to the topic.

- 2) Township Zoning Ordinance Current Definition Review

The Commissioners continued to review the current Township zoning ordinance definitions as part of the zoning ordinance rewrite process. The Commissioners completed their review of definitions beginning with A through L, and completed a first review of definitions from M through Z.

New Business

- 1) Land Use Discussion

The Commissioners tabled the discussion on this item to a future meeting.

Zoning Board of Appeals

The Zoning Board of Appeals did not meet in November; they will meet in December.

Police

By Liz Norris-Harr

On about November 15th we launched our new Intern Program to the public. Sgt Carrick and Chief Gould were interviewed by TV6 and The Mining Journal about the new position. In less than two weeks we received 10 applications! This is outstanding. We are planning to start interviews around December 5th for the applications we have received.

The police department received a donation of 20+ turkeys from 906 Firearms for distribution. Some were donated to the Women's Shelter whom we work closely with. The others were donated to residents of Chocolay Township, some being nominated by local churches. Sgt Carrick and Det. Carter had a great time delivering the turkeys to unexpected families. We received many thanks of appreciation. Next year we are hoping to do this again with more planning involved!

Prescription Drug Collection

Prescription drug collection through the drop-off box at the Township Police Station.

Month 2019	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Pounds To-Date	1	11	7.5	10	7.5	3	9	7	7	5	0	
Pounds Year To-Date	1	12	19.5	29.5	37	40	49	56	63	68	68	

FOIA

REQ #	Date Rec	Res by Date	48 Days Invoice	10 day Ext Sent	10 day Ext	Response Date	Link to Documentation	Description
22-1	1/6/2022	1/13/2022				1/28/2022	22-1 Abbie 1-6-22	Police Reports and video
22-2	1/19/2022	1/26/2022				2/2/2022	22-2 McDonald & Wolf 1-19-22	Police Reports and video
22-3	2/1/2022	1/7/2022				2/22/2022	22-3 Howard 2-1-22	Police Report
22-4	2/1/2022	1/7/2022				2/22/2022	22-4 Applied Ecosystems 2-1-22	Questions/5063 US41 S site
22-5	2/14/2022	2/21/2022				2/17/2022	22-5 Bell 2-15-22	Police Report/documents
22-6	2/17/2022	2/23/2022				2/21/2022	22-6 Warren Group 2-23-22	Winter 2021 tax roll
22-7	2/22/2022	2/28/2022				3/14/2022	22-7 Mulcahey 2-22-22	Police Reports/documents
22-8	3/1/2022	3/7/2022				3/21/2022	22-8 Christopher Trainor & Associates 3-1-22	Police Reports
22-9	3/5/2022	3/11/2022				3/25/2022	22-9 Mulcahey 2-4-22	Time for staff to respond
22-10	4/25/2022	4/29/2022				4/25/2022	22-10 Petrocik 4-22-22	Police Reports
22-11	4/28/2022	5/4/2022				4/28/2022	22-11 Swajanen 4-28-22	Police Reports
22-12	4/27/2022	5/3/2022				4/28/2022	22-12 McMahon 4-27-22	Police Reports
22-13	5/17/2022	5/24/2022				5/18/2022	22-13 MacGregor 5-17-22	Police Reports
22-14	5/20/2022	5/27/2022				6/13/2022	22-14 Mulcahey 5-20-22	Zoning Permits Lakewood Ln.
22-15	5/23/2022	5/31/2022				5/31/2022	22-15 Thill 05-23-22	Police Reports
22-16	5/26/2022	6/3/2022				5/31/2022	22-16 Gerou 05-26-22	Police Reports
22-17	5/31/2022	6/8/2022				6/22/2022	22-17 Abbie 6-1-22	Police Records
22-18	6/2/2022	6/8/2022				6/7/2022	22-18 Soucy Electric 6-2-22	Police Reports
22-19	6/14/2022	6/21/2022				6/21/2022	22-19 Mulcahey 6-14-22	Registered Rental List for Chocoday Township
22-20	6/14/2022	6/21/2022	7/7/2022	06/20/2022	7/7/2022	6/28/2022	22-20 Mulcahey 6-14-22	Recording/Document
22-21	6/27/2022	7/5/2022				6/27/2022	22-21 Lamere 6-27-22	Copies of security cameras on drop boxes
22-22	6/30/2022	7/8/2022				7/7/2022	22-22 Gagnon 6-30-22	Police Reports
22-23	7/27/2022	8/3/2022				7/28/2022	22-23 Elefante 7-27-22	Police Reports
22-24	7/27/2022	8/3/2022				7/28/2022	22-24 TriMedia-Helen Amiri 7-27-22	Fire Records
22-25	7/28/2022	8/4/2022		8/2/2022	08/18/2022	8/4/2022	22-25 TriMedia-Helen Amiri 7-28-22	Fire Records
22-26	8/4/2022	8/11/2022				8/5/2022	22-26 Fairfield 8-4-22	Police Reports
22-27	8/5/2022	8/12/2022				8/10/2022	22-27 Numinen, DeForge, Toutant PC 8-5-22	Police Reports
22-28	8/8/2022	8/15/2022		08/11/2022	8/29/2022	8/18/2022	22-28 Hood 8-8-22	Election Information
22-29	8/9/2022	8/16/2022				8/11/2022	22-29 Prisk 8-9-22	Fire Records
22-30	8/22/2022	8/29/2022		08/25/2022	9/6/2022	8/30/2022	22-30 Mulcahey 8-22-22	Promulgated rules
22-31	8/29/2022	9/5/2022				8/31/2022	22-31 Roberts 8-29-22	Police Records
22-32	9/13/2022	9/19/2022				9/15/2022	22-32 Bosk Corp.-Mark Rudness 9-13-22	Police Records
22-33	9/19/2022	9/23/2022				9/22/2022	22-33 Davis 9-19-22	Public Records re: Statewide Solid Waste Management
22-34	10/19/2022	10/25/2022		11/08/2022		10/20/2022	22-34 Mulcahey 10-19-2022	Zoning Permits
22-35	10/18/2022	10/24/2022				10/24/2022	22-35 Langridge 10-18-22	Police Reports
22-36	10/26/2022	11/1/2022		10/31/2022	11/15/2022	11/10/2022	22-36 Biglier-Envirologic Tech 10-26-22	Assessing/Fire/Building codes/Water /Sewer
22-37	10/31/2022	11/4/2022		11/04/2022	11/21/2022	11/8/2022	22-37 Numinen, DeForge, Toutant PC 10-31-22	Police Reports
22-38	11/7/2022	11/11/2022				11/4/2022	22-38 Kivi 11-7-22	Police Reports
22-39	11/7/2022	11/11/2022				11/8/2022	22-39 Marin Law Firm 11-7-22	Police Reports
22-40	11/9/2022	11/15/2022				11/14/2022	22-40 Wilson 11-9-22	Police Reports
22-41	11/18/2022	11/28/2022				11/23/2022	22-41 Linnatta 11-18-22	Election Information
22-42	11/29/2022	12/6/2022				12/5/2022	22-42 Kaukola 11-29-22	Fire Records

Web Page Statistics

Year to date totals through November are shown in the table.

Month	Unique Visits	Number of Visits	Pages	Hits	Bandwidth (GB)
January	2,192	4,144	30,311	44,850	7.41
February	1,984	4,243	19,341	31,676	18.91
March	2,289	4,249	19,679	32,861	21.57
April	1,912	3,963	17,327	30,200	22.89
May	2,169	4,159	18,100	31,803	28.40
June	2,079	4,243	24,862	38,302	23.56
July	1,552	3,121	16,777	29,859	25.03
August	1,693	3,297	18,170	30,355	37.29
September	1,525	3,317	45,492	57,962	27.67
October	1,821	3,658	21,208	37,524	38.59
November	1,809	3,455	32,525	46,999	26.60
Totals	21,025	41,849	263,792	412,391	277.92
Averages	1,911	3,804	23,981	37,490	25.27

Highest hits per day in November for the Township web site occurred on Saturday and the highest peak usage time was 7 PM to 8 PM.

Downloads

There were 891 downloaded documents in November. The top ten documents downloaded were:

Page	Number of Downloads
2022 meeting dates	363
2022 notification dates	356
2022 adopted fee schedule	188
FOIA request	186
November 22 sample ballot – precinct 1	117
November 22 sample ballot – precinct 2	95
Township Board minutes – 09.12.22	56
Township Board minutes special– 09.07.22	55
Township Board minutes joint – 09.12.22	55
Planning Commission agenda materials – 06.20.22	54

Page Visits

Top ten pages visited in November were:

Top ten pages visited in July were: Page	Number of Views
Directory email	610
Public Notices	582
Elected and Appointed Officials	579
Agendas and Minutes – Township Board	506
Contacts	474
Agendas and Minutes – Planning Commission	447
Clerk	440
Information and Newsletters	427
Agendas and Minutes – Board of Review	411
Calendar	410

Zoning Permit Counts

Zoning permit counts through November, 2022:

2022 Reviewed Permits by Month		2022 Reviewed Permits by Type		
Month	Number of Permits	Permit Type	Approved Number	Denied Number
January	3	Addition	7	1
February	4	Alteration	0	0
March	1	Commercial Outbuilding	0	1
April	3	Conditional Use	0	0
May	21	Deck	3	0
June	13	Fence	15	0
July	6	Garage	8	0
August	6	Grading	0	0
September	10	Home	3	0
October	5	Home / Garage	11	0
		Home Occupation	1	0
		New Commercial	0	0
		Outbuilding	11	0
		Pole Building	3	0

2022 Reviewed Permits by Month		2022 Reviewed Permits by Type		
			Approved	Denied
		Rezoning Application	0	0
		Sign	2	0
		Site Plan Review	1	0
		Zoning Variance Request	4	0
Total	72	Total	69	3

