

Presque Isle Township Board of Trustees Meeting Agenda October 9, 2023 - 4:00 p.m.

*Call to Order

4:00 pm

*Pledge of Allegiance

*Roll Call:

*Approval of Agenda:

*Approval of Minutes: (September 11, 2023 & September 25, 2023)

*Audience Comments:

*Correspondence:

* Unfinished Business:

- Recreation Plan Report
- Bike Trail Signs Information Only
- Alpena City Ambulance M. Devers
- Voting C. Paavola

*New Business:

- PI Twp Fire Department
 - 1. Billing Contract Insurance Biller via Zoom
 - 2. Billing and Collection Agreement
 - 3. Amortization Schedule revisit
 - 4. Fire Boat Sale

*REPORTS:	Leader/Liaison
Treasurer (Please see attached report.)	Jennifer Wieczorkowski
Clerk (Please see attached report.)	Cynthia Paavola
Planning Commission Liaison (Please see report.)	Cynthia Paavola
Parks and Recreation (Please see attached report.)	Jennifer Wieczorkowski



Presque Isle Township Board of Trustees Meeting Agenda October 9, 2023 - 4:00 p.m.

ZBA Liaison (Please see attached report)

Drew Matuszak

Zoning Administrator (No Report)

Steve Lang

Assessor (No Report)

Laurie Spencer

Museum Society (Please see attached report.)

Sherry Milstein

Library Report (Please see report)

Judy Kimball

Cemetery Sexton (No Report)

Bob Torsch

Facilities & Project Mgr. (Please see attached Report) Matt Bedard

Fire Chief (Please see attached report)

Bill Forbush

EGLFD (No report).

Beth Koel

*AUDIENCE COMMENTS:

*ADJOURNMENT:

*MEETING REMINDER: The Board of Trustees will meet again on Monday, November 13, 2023, at 4:00 P.M.



*Call to Order

4:00 pm

*Pledge of Allegiance: The Pledge of Allegiance was recited.

*Roll Call: S. Lang, C. Paavola, J. Wieczorkowski, M. Devers, M. O'Neill

*Approval of Agenda: S. Lang added under "New Business" add Movie Contract and under "New Business" add Presque Isle Twp Museum Society Giving Tuesday monies of \$741. J. Wieczorkowski motioned to approve the agenda with the additions. Motion seconded by M. O'Neill. All ayes; motion carried.

*Approval of Minutes: (August 14, 2023) C. Paavola motioned to accept the minutes as printed. M. Devers seconded the motion. All ayes; motion carried.

*Audience Comments: T. Guyer commented the last Planning Commission meeting many residents presented their concern regarding firearms on Brown Island and public safety.

* Audit Report: Presented by SOME CPAs: Sandra from Schulze, Oswald, Miller & Edwards presented the Audit Report.
Sandra highlighted key issues in the Audit Report. The Township financial statements

presented fairly in all material respects. The Township earned a clean opinion on the audit and followed standard audit procedures. J. Wieczorkowski motioned to receive the financial statement for the fiscal year ending June 23, 2023 from Schulze, Oswald, Miller & Edwards. M. O'Neil seconded the motion. Roll call vote. All ayes; motion carried.

*Correspondence: N/A

*Unfinished Business:

• Holcim Property – Lake Esau S. Lang contacted R. Hayes regarding donating the Lake Esau property to the Township. Holcim doesn't want to donate or sell off as a parcel. They would like to rezone the property to high density residential as they believe 10 or 12 residential lots could be made in that property. This will be sent to the Planning Commission for a future public hearing.



- Bike Trail Signs Need to Mark
 Bob Doyle and S. Lang are going to mark where the signs go and the Road Commission
 will erect the signs. More information about road signs and marking the road can be
 found on the Township website under "Local Government", "Supervisor Updates".
- Alpena City Ambulance Meeting
 The Board negotiated a deal with Alpena City Ambulance for \$1,000 per month and
 \$250 per run for 90 days, which was accepted by the City of Alpena Board. This will
 confirm Alpena ambulance will continue to provide emergency basic-life support
 ambulance service to Township residents, until a firm contract is in place. A possible
 option for Alpena's long-term service would be a \$1 mill tax increase or the Township
 could purchase their own ambulance for \$110,000 and necessary equipment. After a
 lengthy discussion, S. Lang motioned to purchase the ambulance with load equipment
 and cot for \$110,000, with \$70,000 to come from the Road Fund and \$40,000 from the
 ARPA fund and use the \$30,000 from the unfunded Fire Department dollars for
 ambulance equipment. The \$70,000 money from the Road Fund will be repaid by the
 Township Fire Department, with amortization details to be determined at the next Board
 of Trustees meeting on October 9, 023. M. Devers seconded the motion. Roll call vote.
 All ayes; motion carried.

*New Business:

- Voting C. Paavola
 C. Paavola reported the Township will have a standalone election for the February 27,
 2024 Primary Election. The early, nine-day voting requirement makes it necessary for the tabulators to run nonstop. This will occur again in November, 2024 for the Presidential Election. The purchase of an uninterruptable generator is a good idea to ensure voting accuracy.
- Recreation Plan J. Wieczorkowski commented the Board of Trustees already approved \$6,000 to hire Denise Cline and Eric Schmanski from NEMCOG to oversee the completion of the Recreation Plan by December 31, 2023. The first draft of the Recreation Plan by Eric Schmanski from NEMCOG will be reviewed September 13, at 6:00 p.m. at a public workshop. Copies were distributed to the other Board of Trustee members.



- Kauffman Blvd Park S. Lang commented that this park on the plat includes a lot dedicated to the public and the Township was a signer in the plat in 1960. A title search is being done. The township has been doing maintenance on the property.
- Highland Pines Hwy and 638 Hwy S. Lang
 The road commission put the fog seal on Highland Pines from E. Grand Lake Road to
 Garrity. Highland Pines will be repayed the summer of 2024.
- Movie Contract S. Lang sent the contract to T. Gulden, Township attorney and he had some concerns with the contract. The Museum Society needs to appoint a representative to protect the artifacts, as the movie company wants to move or remove some of the artifacts. C. Paavola motioned to approve S. Lang to sign the movie contract once T. Gulden has approved the contract. M. Devers supported the motion. Roll call vote. All ayes; motion carried.
- Presque Isle Twp Museum Society Giving Tuesday monies of \$941.
 S. Lang indicated the shared Foundation money with the Museum Society is for newsletters, stamps, thank you notes, etc. The Museum Society requests \$941. for the Township share. J. Wieczorkowski motioned to contribute \$941. to the Museum Society for the items described. Supported by M. Devers. Roll call vote. All ayes; motion carried.

*REPORTS: Leader/Liaison

Treasurer (Please see attached report.) Jennifer Wieczorkowski M. O'Neill motioned to receive and file the Treasurer's report. C. Paavola seconded the motion. All ayes; motion carried. Taxes have come to an end.

Clerk (Please see attached report.)

Cynthia Paavola

M. Davers metioned to receive and file the Tracsurer's report. J. Wieszerly

M. Devers motioned to receive and file the Treasurer's report. J. Wieczorkowski seconded the motion. All ayes; motion carried.

Planning Commission Liaison (Please see report.) Cynthia Paavola C. Paavola gave a brief synopsis that included M. Mahler's visit to the Planning Commission Meeting to discuss economics and growth to the Planning Commission members. He reported was awarded an \$11,000,000 grant, said developers are interested and he hired someone that specializes in small businesses. He answered questions from residents and it was a productive meeting.



Parks and Recreation (Please see attached report.) Jennifer Wieczorkowski J. Wieczorkowski mentioned donations for the concerts are an accounting issue if there are rain dates and musicians aren't paid. She will advise the auditors of the fund balance. She also indicated Autumn Lights Festival is October 14, 2023 from 11:00 a.m. to 1:30 p.m. that includes the chili cookoff. The library committee is also planning a pumpkin carving, wagon ride, etc. J. VanAssche said the Pumpkin Stroll will be October 14, 2023 and will need keys to the vault toilet and gate to the Old Lighthouse. She will be setting up during the day on the 14th. J. Wieczorkowski motioned to allow J. VanAssche and her group to hold the annual pumpkin stroll on the Old Lighthouse grounds on October 14, 2023. M. O'Neill seconded the motion. All ayes; motion carried. The Museum Society will do a Beach Clean-up Saturday, September 30, 2023 with a rain date of October 7, 2023.

ZBA Liaison (No Meeting - No report)

Drew Matuszak

Zoning Administrator (No Report)

Steve Lang

Assessor (No Report)

Laurie Spencer

L. Spencer gave a synopsis that changes are being made at the County level that affect the Township. The Township uses the BS&A software program and the County's database is only online at the County, which has outdated information. The Equalization Department has more current information fed into it by the Treasurer then available in a software program called Beacon. The County's information doesn't include search information on home sales like the number of bedrooms, number of bathrooms, etc. which the Assessor database lists. Perhaps a record card could be sent out with the winter taxes so residents can review, fill in missing information and return the record card to the Township Assessor.

Museum Society (Please see attached report.)

Sherry Milstein

Library Report (No Report)

Judy Kimball

Cemetery Sexton (No Report)

Bob Torsch

Facilities & Project Mgr. (Please see attached Report)

Matt Bedard

Fire Chief (Please see attached report)

Bill Forbush

EGLFD (Please see attached report.)

Beth Koel



*AUDIENCE COMMENTS: V. Fields inquired how the concert donations are tracked within the Township. Perhaps an accounting line item for concerts should be made to show a balance carryover. She also inquired if there is enough commercial zoning for small business growth. V. Fields will be reading stories to the children before the Pumpkin Stroll.

*ADJOURNMENT: With nothing more to discuss, the meeting adjourned at 6:30 p.m.

*MEETING REMINDER: The Board of Trustees will meet again on Monday, October 9, 2023, at 4:00 P.M.



Presque Isle Township Board of Trustees Special Finance Minutes September 25, 2023 - 9:00 a.m.

*Call to Order

9:00 a.m.

*Pledge of Allegiance: The Pledge of Allegiance was recited.

*Roll Call: S. Lang, C. Paavola, J. Wieczorkowski, M. Devers, M. O'Neill

*Approval of Agenda: C. Paavola motioned to approve the agenda with the addition under New Business: Hoffman Special Assessment and Trailer Rental and Road Fund. M. Devers seconded the motion. All ayes; motion carried.

Audience N/A and no one on ZOOM

* Fire Department Ambulance:

On track for the purchase price of \$110,000 for the new ambulance. The inspection was fine. M. Devers sent a memo from Bill Forbush for the invoice for the ambulance to J. Wieczorkowski, C. Paavola and Steve Lang. This meeting is solely for the amortization schedule for the ambulance. The money will come from \$40,000 ARPA money and \$70,000 from the Road Fund. The payback schedule for the length of time will not be determined at this meeting.

The amortization schedule for the mini pumper is \$70,000 at 2% interest. S. Lang motioned to approve, separately, the 6-year plan for \$150,000 at 2% for the mini pumper and a separate new amortization schedule for \$70,00 for 6 years at 2% for the ambulance. M. Devers supported the motion. Roll call vote. All ayes; motion carried.

* Election:

C. Paavola reported the upcoming Presidential election, due to early voting, will be very expensive to run. The cost to the Township will have \$5,600 additional funds to have other townships join the Presque Isle Township to have nine-day early voting. C. Paavola sent a letter to Ann Marie Main, County Clerk, that she will recommend to the Board of Trustees to have a standalone primary election on February 27, 2024. C. Paavola presented this to the Township Board and has the full support of this decision from the Board of Trustees.



Presque Isle Township Board of Trustees Special Finance Minutes September 25, 2023 - 9:00 a.m.

* Meridian Invoices:

A total of \$210,120.19 was received for a quote for hail damage on properties within the Township. We are doing OK and some damaged areas have been completed under what the quote indicated, as the repair was done in house. It is necessary to see job sheets that coincide with invoices. M. Devers motioned to pay invoice #1 in the amount of \$75,000. and invoice #2510 in the amount of \$160 and invoice #2577 in the amount \$59,850 totaling \$135,010. M. O'Neill seconded the motion. Roll call vote. All ayes; motion carried.

*Hoffman Estates:

The representative from Hoffman Estates requested funds from the Hoffman Estates Special Tax Assessment in the amount of \$5,500. This request is for paving the southernmost entrance on Blue Horizon Road. All residents were in favor of the paving. M. Devers motioned to approve payment of \$5,500 out of their Special Tax Assessment fund. Roll call vote. All ayes; motion carried.

* Road Fund:

S. Lang reported this fund is restricted and we cannot borrow money from this fund. The Board of Trustees restricted this fund. J. Wieczorkowski motioned to unrestrict \$220,000 from the restricted road fund. M. Devers seconded the motion. Roll call vote. All ayes; motion carried.

* Trailer Rental:

The facilities crew have been using an employee's trailer to move lawnmowers, etc. and would like to pay him rent for the use of his project. In our capital project, the Township should plan on purchasing our own trailer. M. Devers motioned to approve \$500. for the use of his trailer for repairs, tires, etc. J. Wieczorkowski seconded the motion. Roll call vote. All ayes; motion carried.



Presque Isle Township Board of Trustees Special Finance Minutes September 25, 2023 - 9:00 a.m.

* Capital Project Suggestions:

Monkey bars for the Range Light Park
Parking lot near the 1870 New Lighthouse parking
Maintenance garage
Covered Trailer
Charging Station at the Township Hall
Pickleball Court
Generator (20K Generac)
Side by Side

The meeting ended at 11:30 a.m.

Respectfully submitted by Bev Huard



BILLING AND COLLECTION SERVICES AGREEMENT

MHR BILLING SERVICES, LLC

This Billing and Collection Services Agreement (the "Agreement") is entered into between MHR Billing Services, LLC, ("Company") and the customer identified on the signature page ("Customer").

WHEREAS, Company is in the business of providing billing and collection services for its customers; and

WHEREAS, Customer desires to obtain Company's services and has executed the Specific Services and Rates Addendum ("Addendum"), which is attached to this Agreement and incorporated herein by reference, stating the service options selected by Customer and the rates payable for the same under this Agreement; and

THEREFORE, the parties agree as follows:

- 1. Company's Services. In consideration of the rates to be paid and the other performance of this Agreement by Customer, Company agrees to provide the following services to Customer:
 - (a) Receive Customer's information ("Billing Information"), including:
 - i. Patient's name, date of birth, social security number, residential address and other identifying information;
 - ii. Name and address of the patient's employer, insurance carrier, governmental unit or other entity responsible for payment ,(e.g. Medicare, Medicaid, insurance company, managed care company, or hospital) (each a "Payer" and collectively "Payers"), with contract and group numbers of the Payers;
 - iii. Specific services provided by Customer, date of service, prior authorization number or other verification of request or authorization for the service, as applicable, and origination and destination sites for patient transportation;
 - iv. Any medical records and other documentation necessary and/or requested by Company to establish Customer's right to payment of the bill;
 - v. Courtesy and other discounts and adjustments applicable to the patient or service, in accordance with Customer's arrangements with the patient and/or the Payer (which shall not include routine waiver of copayments); and
 - vi. Any other information needed for billing purposes.

- (b) Using Customer's Billing Information, process Customer's bills in a format acceptable to the Payer, transmit the bills to the Payer either electronically or manually, as stated in the Addendum, submit with the bill any further documentation and information required or requested by the Payer and provided by Customer, all of the forgoing to be done on the billing cycle stated in the Addendum.
- (c) Receive and notify Customer of notices from Payers requesting further information or denying a claim; assist Customer to respond to such notices (including by forwarding information received from Customer); and respond to Customer inquiries regarding the status of any claim.
- (d) Receive and notify Customer of receipt of Payers' final action on Customer's claims.
- (e) Receive and deliver Payers' payments to Customer via lock box or as otherwise stated in the Addendum, without intermingling the funds with any funds of Company.
- (f) Provide Customer with information received from Payers relating to overpayments, credit balances and any other claims of the Payers against Customer.
- (g) Bill the patient or his or her responsible party for any portion of a bill for which the patient or such party is personally responsible, including notifying patients in writing of co-payments and other amounts due, sending follow-up letters for past-due payments, in accordance with Company's policies and procedures and subject to any specific requirements in the Addendum.
- ("Collection Agency") for collection in accordance with Company's policies and procedures, and report to Customer any amounts deemed uncollectible by the Collection Agency. The Collection Agency shall agree to pursue collection activities with discretion and in accordance with applicable law and to use regular and nondiscriminatory methods and standards for its collection activities. The Collection Agency shall be entitled to deduct its charges and costs from the amounts collected, remit the balance to Customer and report its actions and results to both Customer and Company. Any non-contingent charges by the agency shall be the responsibility of Customer only to the extent that Customer has agreed to the same in advance and in writing.
- (i) Refer patients to Customer for answers to questions about services, coverage and bills.
- (j) Comply with all applicable laws, rules and regulations, as well as published policies and contract requirements of each Payer, as applicable to the processing and submission of claims by a billing company and in accordance with Company's reasonable understanding of the same.
- (k) Provide Customer with written statements and updates of Company's policies and procedures.

- (1) Provide Customer with reports in accordance with Company's policies and procedures, subject to any specific requirements stated in the Addendum.
- Indemnify Customer in an amount equal to and arising out of any civil monetary fines and penalties that may be assessed by a Payer against Customer according to law, to the extent that such liability is caused directly and exclusively by Company through any action, omission or negligence in the performance or purported performance by Company of its billing and collection services hereunder, if there has been no contributing action, omission or negligence on the part of Customer or any other person or entity. Company agrees to maintain in force throughout the term of this Agreement and for a period of at least three years thereafter a policy of insurance with a carrier reasonably acceptable to Company, insuring for errors, omissions and negligence in its services to customers, with deductible amount not exceeding \$50,000 and payment limits of at least one million dollars per occurrence and at least three million dollars in the aggregate. Except in the case of an intentional or willful act or omission with intent to cause damages to Customer or an act or omission done with reckless disregard for such consequences, Company's liability to Customer under this section or for any loss incurred by Customer for errors, omissions or negligence shall not in any event exceed the amount payable by its insurance carrier under such policy and a claim for damages in such amount shall be Customer's sole remedy against Company. Company shall at Customer's request from time to time provide evidence of such coverage.
- 2. <u>Customer's Responsibilities</u>. Customer agrees to:
- (a) Provide accurate and timely Billing Information to Company, assure that such information is provided only for patients who are beneficiaries of the Payer to be billed and are on the date of the service eligible to receive the specific services rendered, and provide Company with all information required for purposes of compliance with the Payers' requirements pertaining to copayment, deductibles and maximum payment responsibility of the patient.
- (b) Promptly obtain and provide to Company:
 - (i) Physician certifications statements of medical necessity whenever necessary to bill for the service;
 - (ii) In all cases, a signature from the receiving facility;
 - (iii) Patient signatures whenever the patient's condition permits, and if not possible, the signature of a family member; and
 - (iv) A copy of each EOB received by the Customer for a service billed by the Company.

The Customer acknowledges that the failure to timely provide any of the above information will cause a corresponding delay in the processing of the claim.

(c) Provide Company with information necessary for compliance with Payer's policies and procedures on coordination of benefits and subrogation, if such billing service is selected by Customer.

- (d) Cooperate with Company's policies and procedures.
- (e) Maintain and provide to Company full and accurate medical records, patients' authorizations and assignments and other information and documents as may be needed or requested by Company to establish Customer's right to payment of the bill.
- (f) Maintain full and exclusive responsibility for compliance with the laws, regulations, policies and contract requirements of each Payer pertaining to all matters that are not within the direct control of Company, with Customer's obligation to include but not be limited to avoiding fraud and abuse, offering and receipt of unlawful remuneration, and false billing.
- (g) Maintain a system of regular oversight, education and auditing to avoid non-compliance with Payers' laws, regulations, policies and contract requirements, and coordinate the operation of such system with any similar system adopted by Company to maintain such compliance for its billing and collection procedures.
- (h) Provide Company with accurate and timely notice Customer's participation status with each Payer, including Customer's acceptance of assignments, any changes in such status and acceptance, and any other information in Customer's position that may be necessary to avoid improper, duplicate or erroneous bills.
- (i) Provide Company with accurate and timely notice of the amount and date of all payments received directly from Payers and patients, and such further information as may be necessary to provide the proper credits.
- (j) Provide Company with accurate and timely information necessary to assign accurate billing codes in bills to be submitted, if the Addendum includes coding services.
- (k) Pay and have exclusive responsibility for payment of any overpayments or credit balances due, and any interest thereon, to any Payer or patient.
- (l) Except to the extent of Company's responsibility for indemnification and holding harmless as expressly stated above, retain full and exclusive responsibility to pay any fines, penalties and other assessments of Payers in connection with bills submitted by Company and the activities of Customer.
- (m) Be responsible for responding to all appeals of Payers' denials of payment, any investigations and other actions relating to the bills, and any patient complaints and grievances.
- (n) Indemnify Company from and hold harmless against all costs, damages and expenses that may be incurred by Company due to or arising out of the action, omission or negligence of Customer in the performance or purported performance of Customer's obligations to Company under this Agreement. Customer agrees to maintain in force throughout the term of this Agreement and for at least three years thereafter a policy of insurance for its business with a carrier and a deductible amount not exceeding \$50,000, insuring for errors, omissions and negligence by

Customer in the conduct of its business, with payment limits of at least one million dollars per occurrence and at least three million dollars in the aggregate. Customer shall at Company's request from time to time provide evidence of such coverage. This section shall survive termination of this Agreement. In the event that Customer fails to maintain such insurance in effect during or after the term of this agreement, Company shall have the right to procure the same at Customer's request.

- (o) Pay Company for its services at the rates indicated in the Addendum, in accordance with Company's monthly invoices stating the services provided and amounts due. Payment of all invoices shall be due within 20 days after the date of the invoice. All sums due and unpaid longer than 20 days from the invoice date shall bear interest at the rate of 1.5% per month. These rates shall be fixed for the initial term of the Agreement but may be increased once during any renewal term upon ninety (90) days advance written notice (subject to the termination right described in Section 8(f) below).
- (p) If Customer authorizes Company in writing (including by email) to set up installment payments with any patient who received services under this Agreement, upon termination of this Agreement, (i) Company shall cease billing for the unpaid amount and (ii) Customer shall promptly pay to Company the remaining fees that Company would have earned on the unpaid amounts.
- 3. <u>Payer Participation</u>. To assist Company in its billing and collection services relating to any special contracts with Payers, i.e., contracts specially negotiated between Customer and the Payers or of such a unique nature that Company would not ordinarily have access to or knowledge of the same, Customer shall provide Company with copies of all such contracts and of any changes in the terms of the same.
- Company's Computer System and Data. The computer software system used by 4. Company for management information, reporting, billing and collection activities, including any modification of commercially available or customized application software created by others for Company or purchased, licensed or leased by Company from others for such purposes, and all data and information contained in any form therein, excepting only such data and information as shall originate solely from Customer (the "System"), is and shall remain, as between the parties hereto, the exclusive proprietary property of Company except to the limited extent that any part of the System is made available to the public at large by Company or its software vendor. Customer agrees not to make any claim of ownership of the System or of any modifications of the System, whether such modifications are made for the purpose of Company's provision of services to Customer or otherwise. Customer further agrees not to gain access to the System except to provide information to Company as required by the terms of this Agreement or as expressly permitted in writing by Company, and not to copy, use or make any part of the System available to others. All reports provided by the Company to Customer shall be printed or otherwise delivered without access by the Customer to the System, and may be used and distributed by Customer without restriction. Customer agrees to inform its staff of the property rights, prohibitions and limitations stated in this section, to supervise its staff in such manner as to prevent any breach of this section, and to take such other reasonable actions as may reasonably be required to maintain the integrity of the System in accordance herewith, including but not limited to regular screening to detect and prevent any computer software viruses or other corrupting programs from entering the System through Customer's access to the System.

- 5. <u>Confidentiality of Patient Information</u>. The confidentiality of all medical records and other medical information and claims of Customer's patients shall be maintained by both parties in accordance with federal and state laws and regulations. No such information or data shall be released by either party in such manner as will identify the patient. Nothing herein shall prohibit or restrict either party from releasing any patient information to Payers, governmental agencies or others with a need to have the information in connection with the adjudication and payment of claims or in accordance with the regulatory powers of the agencies. Customer agrees to maintain in its records written consent of each patient to release the patient's medical and other personal information in connection with bills, payments, grievances and appeals concerning Customer's services and charges, and shall provide Company with copies of or the right to inspect the same at its request. The Term and Conditions of the Business Associate Addendum between the parties is included herein by reference.
- 6. <u>Confidentiality of Parties' Business Information</u>. Each party shall respect and protect the confidentiality of the other party's confidential business information, including but not limited to the identity of its customers, contracts with Payers, unique methods and styles of doing business, employment practices, rate schedules and charges for its services. Company's confidential business information shall include the terms and rates in this Agreement. Neither party shall use the confidential information of the other party for its own business purposes or advantage, nor disclose the same to others without the written consent of the other party or as required by law. Company's confidential business information shall include the rates and terms of this Agreement, including the Addendum.
- 7. <u>Intellectual Property</u>. The trade names, logos, and other unique means used by the respective parties to identify themselves to the public, shall be and remain the exclusive property of the respective parties and neither shall use the same in its marketing or other materials except as permitted in writing by the other party. The combination of the letters "MHR" alone or in connection with "Billing Services" and when used in connection with mobile health services or networks and/or the billing for mobile health services are, as between the parties hereto, the exclusive property of Company and its parent, Mobile Health Resources, L.L, C., and are within the forgoing restriction upon the copying and use of such property by Customer.
- 8. <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date stated in the Addendum, and shall continue for the term stated in the Addendum. The foregoing notwithstanding:
 - (a) Either party may terminate this Agreement without cause upon at least 180 days advance written notice to the other party.
 - (b) If Customer terminates this Agreement without cause, as defined below, with an effective date of termination sooner than one year after the Effective Date, it shall pay Company the Early Termination Charge stated in the Addendum, to compensate Company for its set-up and other costs.
 - (c) Company may terminate this Agreement upon at least 10 days advance written notice to Customer if Customer is more than 30 days' delinquent in payment of Company's invoice for its services, or if Customer is more than 10 days but less than 30 days' delinquent on three or more occasions. If the effective date of Company's termination is during the first year after the Effective Date, Customer shall pay Company the Early Termination Charge, in addition to all other sums due.

- (d) Either party may terminate this Agreement for cause, which is defined for purposes of this Agreement to be only the following:
 - A material breach of this Agreement by the other party, 10 days or more prevention of performance by force majeure or persistent pattern of breaches of this Agreement by the other party after written warnings by the notifying party;
 - ii. A good faith determination by the terminating party, with advice of counsel, that this Agreement or its continuation is contrary to law or that there is a substantial likelihood of its being so determined by a court, governmental agency or public official with proper jurisdiction, and that the cause for such determination cannot be remedied by a modification of this Agreement in a manner to which the parties can agree in the exercise of reasonable efforts in good faith;
 - iii. The bankruptcy, receivership or finding by a court of insolvency of a party if the action is not terminated or vacated in favor of the subject party within 30 days;
 - iv. Involuntary suspension, exclusion or termination of Customer from participation in any government health benefit program; and
 - v. Conviction of the other party or its plea of no contest for a crime, or assessment against the other party by a governmental unit or enforcement agency of civil fines or penalties, if the terminating party determines in its sole discretion that termination of this Agreement is either required by law or necessary for the protection of the business and reputation of the terminating party.
 - (e) Termination by a party for cause shall be upon at least 10 days advance written notice stating in reasonable detail the particular cause relied upon. In the case of a claim of material breach of this Agreement, if cure is possible, the notifying party shall first give the other party at least 20 days to cure the breach to the reasonable satisfaction of the notifying party, with the effective date of termination to be at least 10 days after the passing of the cure period without cure of the breach.
 - (f) Customer may terminate this Agreement anytime within thirty (30) days of receipt by Customer of written notice from Company of a rate increase proposed for or during a renewal term.
- 9. <u>Responsibilities on Expiration or Termination</u>. Not later than 30 days after the effective date of termination (including expiration) of this Agreement (being the "Final Date"):
 - (a) Company shall prepare and deliver its final reports and an invoice for its activities through the Final Date.
 - (b) Company shall forward to Customer or a successor named by Customer all communications received from Payers and patients and notify all affected Payers, collection agencies to which collection cases have been referred and any patients involved in current billing matters initiated by Company of the discontinuation of the relationship of the parties and of the Final Date.

- (c) Customer shall assume all responsibilities for billing and collections for its services on and after the Final Date, including all collection cases that have been referred to collection agencies and relationships with any collection agencies with which Customer wishes to have direct contracts.
- (d) Customer shall pay Company all sums due in accordance with Company's final invoice.
- 10. <u>Management. Independent Contractors</u>. Each party is responsible only for its own business. Nothing in this Agreement is intended or shall be construed to impose any obligations upon either party to manage or supervise the business of the other. Each party is an independent contractor with respect to the other and not the agent or representative of the other, with the sole exception that Company is the agent of Customer solely for the purposes of the billing and collection services specifically stated herein.
- 11. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 12. <u>Counterparts and Facsimiles</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement or document. The electronic transmission by facsimile, email or other electronic means, of an original of this document bearing the signature of the sending party or its representative, from the sending party to another party hereto, shall be deemed to be the delivery of an original of this document executed by the sending party to the party to whom the transmission is sent.
- 13. <u>Applicable Law.</u> This Agreement is made and executed in the State of Michigan, and shall be governed in its interpretation, enforcement and remedies by the laws of said State.
- 14. <u>Severability</u>. In the event that any part or provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable to any extent, such part or provision shall be deemed severable herefrom and shall be enforced to the fullest extent allowable, and the remainder hereof shall be fully enforced.
- particular event or obligation shall be deemed to continue or to apply to any future event or obligation, nor shall such waiver or extension be deemed to modify the terms of this Agreement in any respect. No failure on the part of either party to insist upon strict or prompt performance shall be deemed to be a waiver of the right to demand such performance at any time, nor of the right to demand strict performance with respect to any future event or obligation, unless such waiver is contained in a written modification agreement, executed by the party against whom enforcement thereof is sought.
- Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers (with confirmation of transmission) or e-mail addresses, in each case marked to the attention of the person (by name or title) designated below

(or to such other address, facsimile number, e-mail address, or Person as a party may designate by notice to the other parties):

COMPANY:

MHR Billing Services, LLC Attention Director of Operations P.O. Box 13247, Lansing, MI 48901 Fax No.: 517-318-1588

E-mail address: ccleary@mhr.com

with a copy to	
Fax No.:	
E-mail address:	
and	
CUSTOMER:	
Fax No.:	
E-mail address:	
with a copy to:	
Fax No:	

E-mail address:

Either party may change its address, facsimile number or email address for purposes of this section by notice to the other party as stated above.

- 17. <u>Titles and Subtitles</u>. The titles and any subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.
- 18. Resolution of Disputes. Any and all controversies or claims arising out of or relating to the Agreement (except as otherwise provided in Section 20 below)) or breach hereof, shall be settled by arbitration in the City of Kalamazoo, State of Michigan. The party who first submits a request for arbitration shall have the right to choose and notify the other of its choice of the arbitration service to be used for the matter that is the subject of the request, and for all counterclaims of the other party, which choice shall be limited to:

The American Arbitration Association ("Association"), in which case the matter shall be governed by the Commercial Arbitration Rules of the Association. Unless the parties agree otherwise, any hearings, meetings or similar procedures shall be conducted in the offices of the Association in Southfield, Michigan.

The National Health Lawyers Association Alternative Dispute Resolution Service ("Service"), in which case the matter shall be governed by the Rules of Procedure for Arbitration, of the Service. Unless the parties agree otherwise, any hearings, meetings or similar procedures shall be conducted in Oakland County, Michigan at a place designated by the arbitrator.

The arbitrator, or the arbitrators if there are more than one, shall submit the decision to the parties in writing, stating the findings of fact and conclusions of law upon which the decision is based.

Unless the parties agree otherwise, the arbitrator or arbitrators shall set their compensation, within any applicable rules of the Association or Service, and the parties shall bear equally the assessments of the Association or Service and the fees and costs of the arbitrator or arbitrators. The non-prevailing party shall pay all costs and a reasonable attorney fees incurred by the prevailing party relating to the dispute and arbitration.

This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Michigan. The decision of the arbitrator or arbitrators shall be final and binding on the parties, and judgment, including specific enforcement of the decision, may be entered upon the decision in any court of proper jurisdiction, the forum designation set forth in this Agreement notwithstanding.

The pendency of arbitration shall not extend the term of this Agreement or affect any termination provided for hereunder.

- 19. <u>Further Action</u>. Each of the parties hereto shall use such party's best efforts to take such actions and to execute and deliver such documents and instruments as may be necessary or reasonably requested by the other party or parties hereto to carry out and consummate the transactions contemplated by this Agreement.
- 20. <u>Enforcement by Injunction</u>. It is acknowledged and agreed by the parties hereto that in the event of a breach of the provisions set forth in sections 4 through 7 hereof the damages caused thereby would be inherently difficult to determine with a reasonable degree of certainty, and would be irreparable. Therefore, the parties agree and consent that in the event of such breach said provisions may be enforced by preliminary and permanent injunction by a court of competent jurisdiction for the purpose of preventing the continuation of such breach and restoring the status quo existing prior to the commencement of such breach, in addition to any other legal and equitable remedies.
- 21. <u>Assignments</u>. No rights or interests in or arising out of this Agreement may be assigned by any party hereto without the advance written consent of all other parties hereto, and any attempted assignment without such consent shall be void.
- 22. <u>Disclaimer of Third-Party Rights</u>. Except as stated in section 11, this Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any person or entity other than the said parties.

- 23. Access to Books and Records. Until the expiration of four years after the furnishing of services provided under this contract, Company will make available to the Secretary, U.S. Department of Health and Human service, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Company carries out the duties of the contract through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
- 24. <u>Authority.</u> Each of the persons who on behalf of a party hereto executes and delivers this Agreement and the documents and instruments to be executed and delivered by such party represents to the other party that he or she has full legal power and authority to so act.
- 25. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any delay or failure in performance resulting directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, riot, civil disturbances, strikes, lockouts, inability to procure materials, accidents, fires, explosions, utility or telecommunication failures, computer failures, transportation failures, natural disasters, earthquakes, floods, or any similar or dissimilar causes beyond the reasonable control of either party which could not have been prevented through reasonable precautions. Performance dates and times shall be automatically extended to the extent that either party is prevented from performing by such causes, subject to termination rights after 10 days; provided, however, that each party shall use its best efforts to notify the other of the nature and extent of such causes and shall use its best efforts to continue performance hereunder with the utmost dispatch notwithstanding such causes.
- 26. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, to the exclusion of all prior and contemporaneous communications of every kind, written and oral. No modification hereof may be made except by a written document executed by the party against whom such modification is sought to be enforced.

COMPANY: MHR BILLING SERVICES, LLC
Ву
Its:
Date:
CUSTOMER:
Ву
Its:
Date:



SPECIFIC SERVICES AND RATES ADDENDUM

FOR

BILLING AND COLLECTION SERVICES AGREEMENT

This Addendum pertains to the Billing and Collection Services Agreement between Customer and MHR Billing Services, LLC (the "Agreement"). Capitalized terms in this Addendum have the same meanings as in the Agreement unless otherwise stated herein. This Addendum states all services to be provided by Company. In all cases where there is a conflict between the Agreement and the specific terms stated in this Addendum, this Addendum shall control.

A.	CUSTOMER INFORMATION:
1.	Customer Name: Presque Isle Twp. Customer Contact: Chief Bill Forbush Telephone: 989-255-1883
2.	Mailing and office address of customer for purposes of deliveries, notices and other communications: <u>Presque Isle Twp. Fire Dept.</u> <u>24335 US 23 South, Presque Isle Twp., MI 49777</u>
3.	Effective Date for commencement of billing and collection services (aka revenue optimization services) under the Agreement:11-01-2023
4.	The term of the contract will be for a period of <u>2</u> year(s).
В.	SERVICES

- 1. The following services are to be performed by the Company:
 - (a) Process Customer's Billing Information and bill all Payers for which Customer has provided the necessary indication of coverage, eligibility and, if applicable prior authorization.
 - (b) Provide coding services, using Billing Information and any other documentation requested by the Company, in accordance with Company's policies and procedures.
 - (c) For amounts due from patients or their responsible parties, prepare and send the, Bills to such persons and terminate notices to patients after 120 days if there is no response, subject to submission of the bill to a collection agency if provided for herein.

- (d) Bill insurance companies and other entities and persons that are responsible for payment under applicable coordination of benefits and subrogation rules.
- (e) Handle appeals of full or partial denials of payment (short of hearing or suit), and re-submit pended bills one time, subject to and with Customer's full cooperation.
- (f) When Company has general billing responsibility hereunder, send bills to Payers electronically in all cases where Company has electronic bill submission capability, the Payer will accept such submission and both the Payer and Company have compatible computer facilities, otherwise manually.
- (g) Bill according to the following cycle (subject to all necessary information being received from the Customer): weekly, with initial bill sent within 72 hours of charge entry into system.
- (h) Follow designated billing cycle of initial, second billing at 30 days and final bill at 60 days.
- (i) Remit collections to Customer at Customer's address or lock box.
- (j) Prepare and deliver to Customer the following reports: Charge Detail Report, Credit Type Summary Report, Credit Summary Report, Charge Type Report, Credit Type Report and Charge Type Summary Report.
- 2. Customer shall keep Company promptly updated as to the list of Payers as to which Customer does not accept assignment.
- 3. Company has developed or will develop policies and procedures that will apply to some or all of the foregoing and other aspects of its operations. The terms of this Addendum will control in the event of any conflict with such policies and procedures.

C. RATES

The rates payable for the Company's services are as follows: \$\(\frac{27.00}{} \) per billable call (i.e. a call that the client wants billed).

Customer and Company accepts all of the forgoing as a part of the Agreement, and acknowledges receipt of a fully completed and signed copy, of this Addendum.

COMPANY: MHR BILLING SERVICES, LLC
By
Its:
CUSTOMER:
Ву
Its:
Date:

Presque Isle Township Fire Department Loan Repayment Optiopnns

	Payment	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$168,000.00		Payment	\$13,066.66	\$13,066.66	\$13,066.66	\$13,066.66	\$13,066.66	\$13,066.66	\$78,399.96	27 200 172	\$4T,000.00
	Interest	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$18,000.00		Interest	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$8,400.00	y Daymont	really rayment
per	Prin.Payment	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$150,000.00	nce	Prin.Payment	\$11,666.66	\$11,666.66	\$11,666.66	\$11,666.66	\$11,666.66	\$11,666.56	96.666,69\$	>	=
Mini Pumper	Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		Ambulance	Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
	Principal	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00			Principal	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00			
	Year	7	7	æ	4	2	9			Year	⊣	7	က	4	2	9			

Presque Isle Township Fire Department Loan Repayme

	Optiopnns
	Repayment
	Loan
	Department
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	Payment	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$168,000.00		Payment	\$10,150.00	\$10,150.00	\$10,150.00	\$10,150.00	\$10,150.00	\$10,150.00	\$10,150.00	\$10,150.00	\$81,200.00
	Interest	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$18,000.00		Interest	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$11,200.00
per	Prin.Payment	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$150,000.00	nce	Prin.Payment	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$70,000.00
Mini Pumper	Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		Ambulance	Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
	Principal	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00			Principal	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	
	Year	1	7	က	4	2	9			Year	П	7	8	4	2	9	7	∞	

\$38,150.00

Yearly Payment

Presque Isle Township Fire Department Loan Repayment Optiopnns Mini Pumper

	Payment	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$168,000.00		Payment	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$84,000.00	
	Interest	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$18,000.00		Interest	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$14,000.00	
per	Prin.Payment	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$150,000.00	nce	Prin.Payment	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$70,000.00	
Mini Pumper	Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		Ambulance	Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
	Principal	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00			Principal	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00		
	Year	П	7	က	4	2	9			Year	Н	7	æ	4	2	9	7	∞	6	10		

\$36,400.00

Yearly Payment

RECEIPT ITEMS BY BANK FOR PRESQUE ISLE TOWNSHIP 10/09/2023 09:56 AM

1/1

25.00

158.00

183.00

991,146.08

12,701.65

20

1

1

2

1736

Page:

User: JWIECZORKOWSKPost Date from 09/01/2023 - 09/30/2023 Open And Completed Receipts

DB: Presque Isle Twp

Bank			3
Receipt Item Receipt #	Reference Number	Count	Amount
Receipt "			
Bank Curre C	CURRENT TAX	1568	956,106.93
STAX	SUMMER TAX	1506	
	CUTTE CURRENT TAX	1568	956,106.93
Bank Enter F	ENTERPRISE FUND	77	20,779.07
GIFTSHOP	GIFT SHOP REVENUE	31	655.64
PARKREV	PARK IMPROVEMENT REVENUE SALES TAX DUE TO THE SOM	38	719.79
SOM TAX Totals: Bank	k Enter ENTERPRISE FUND	146	22,154.50
Bank GEN GEN	NERAL CHECKING		
BURIAL	BURIAL FEE	1	200.00
DUPFEE	ESCROW/MTG DUPLICATION FEE	5	25.00
HALLRENT	RENTAL OF TWP HALL	1	21.00
MISC	MISCELLANEOUS	1	46.00 25.00
NSF FEE	NSF FEE REVENUE	1	50.00
OLHRENT	OLD LIGHTHOUSE RENTAL	1	11,954.65
TAXADMIN	ADMIN FEE	8	380.00
ZONEFEE	ZONING FEE	0	500.00

Bank Speci SPECIAL REVENUE

PI TWP FIRE DEPT. DONATIONS FDDONATE MISC MISCELLANEOUS

ZONING FEE

Totals: Bank Speci SPECIAL REVENUE

Totals: Bank GEN GENERAL CHECKING

Grand Totals

ZONEFEE

Expenditures for the Month of September 2023

\$ 317,360.74

GENERAL FUND	\$172,225.89
ENTERPRISE FUND	\$ 5,146.96
PITFD	\$ 116,061.97
PAYROLL GENERAL	\$ 17,146.28
ENTERPRISE GS 9/10	\$ 4,004.25
ENTERPRISE GS 9/24	\$ 2,775.39

TOTAL

Planning Commission Notes from 10/2/23

To Board of Trustees

- Eric Szymanski, NEMCOG was present at the meeting and discussed Goals and Objectives of the Township Parks & Recreation Plan and presented the following schedule dates for completion:
 - 1. October 31, 2023: The draft of the Township Parks & Rec Plan must be completed.
 - 2. Once the draft is approved, it must be sent to the County, posted on the Twp website, the NEMCG website, the Township Hall, PI Association Clubhouse and PI Twp Library for a 30-day review.
 - 3. December 11, 2023: Board of Trustees Meeting will hold a Public Hearing to finalize the Parks & Recreation Plan.
 - 4. December 31, 2023: Final due date for the new plan.
- Brown Island Gunfire: DNR Conservation Officer Paul Fox and Offer Brewbaker both indicated target shooting is not illegal and difficult to enforce. Contact the DNR office in Gaylord, as they oversee Presque Isle County. DNR Lieutenant Gorno could prohibit firearms in certain areas in our Township.
- Kevin Prevost, Director of Northeast Michigan Department of Health, discussed Septic Systems
 and Well Water Tests. Time of owner transfer for an inspection is not feasible for the Health
 Department at this time but suggested a colleague of his to ZOOM into a future Planning
 Commission meeting to further discuss. NW Michigan is developing a plan to use an Evaluator
 or septic system companies to inspect systems to preserve sanitation.
- The Site Plan Review for Bonnie and Charles Allen was unanimously approved by the Planning Commission.

/bh for cp

TO:

Board of Trustees

FROM:

Jennifer Wieczorkowski

DATE:

October 9, 2023

RE:

P&R Report

Board of Trustees,

Autumn Lights Festival and Chili Cook Off will be held on October 14th from 11am – 2pm. We will
need the large red tent sent up on the location by the Crapo, and depending on the weather,
either with the tent sides or without. Possible picnic tables to be set up inside the tent.

- 1. Wagon Rides and Petting Zoo
- 2. Chili Cook Off
- 3. Pumpkins for the Children to decorate with stickers.
- 4. Fall Craft for the Kids
- 5. Fall Games
- 6. Story Walk by the Friends of the Library
- Road Clean Up will be held on Saturday, September 30th at 10am rain date will be October 7th.
 - The road clean up was successful! We had committee members: Norma Crouch, Nancy Kinney, Bonnie Moran, and Jennifer Wieczorkowski present. There were also community residents, Nancy Guregian, Mark Kinney, Beverly Lithgow, Dempsey Crouch and Mindelei Wuori.
- Community Christmas schedule was provided by Joni Rodgers and discussed how Parks & Recreation could be a part of the activities.
- There was a confusion of dates with NEMCOG, so Eric Szymanski was not at our meeting this
 evening. A joint meeting will be held with the Planning Commission on their next regularly
 scheduled meeting on October 2nd to review and discuss the Parks & Recreation 5 Year Plan.

PRESQUE ISLE TWP ZBA ZBA REPORT FOR 10/9/2023 TWP BOARD MTG

- ZBA MEETING HELD 10/3/2023
- ONE REQUEST FOR A VARIENCE WAS SUBMITTED AND REVIEWED
 - MR DAVID HENDRICKSON
 - REQUEST FOR A SIDE DIMENSIONAL VARIENCE OF 7.5 FEET RATHER THAN THE ORDINANCE SPECIFIED 10 FEET.
 - REQUEST WAS DENIED BY A VOTE
 OF "Y NO" "O YES" AS DISCUSSION
 PROVED THAT MULTIPLE OPTIONS
 EXISTED TO CONSTRUCT AN ACCESSORY
 STRUCTURE WITHOUT VIOLATING THE
 ORDINANCE EXISTED, NO PRACTICAL
 DIFFICULTY WITH PROPERTY WAS FOUND,

SUBMITTED BY ZBA CHAIR: DREW MATUSZAK

Presque Isle Destreit Leberary 9/2023 Seemmer reading Program went seedl including the Dreimmenites program at Etrand Fale on July 19. Hrendfale septie was pumped this summer and a new pump was installed. Doerdnot koppywith audit. Here were many discrepencies and they are looking for a new auditor. Onaway hos a new auring. The theater neuroseels restored PIDL Policies miel be updated Lose include: Francisk Management Whestle Blower, automoti Correr Hosose, Financial Transaction Device Pregnants. nanhatten Shord Felm Fostival Sopt. 29. 36. OCH Judy Jankall



We should find out on October 11 is we have been accepted for Giving Tuesday through CFNEM. While it would be great to get that exposure, we are planning to do a Giving Tuesday event on our own if we aren't accepted.

The filming of Harsen's Island Revenge at the 1905 house went very well. It was exciting to see the filming process.

The PITMS will be participating in the Autum Lights festival on October 14. The 1905 house will be open and there will be ghost stories in the basement for those interested!

The season will be wrapped up in mid-October. The museum society will be planning for our next event, Christmas at the Lighthouse and then turn our attention to next year.

To keep our members and visitors informed, our website, www.PresqueIsleLighthouses.org, has a fresh new look and more content. The redesign has added historical information, interesting stories, and photo galleries. A new feature is the Presque Isle Happenings Calendar, which includes events hosted by many of Presque Isle's community organizations. Check back often to see what's new!

Memorandum For:

Presque Isle Township, Board of Trustees

From: Matthew G. Bedard, Facilities & Projects Manager

Subject: Project Status Report, October 2023

The first phase of contract repairs from the hail damage to the lighthouse and Range light parks facilities are nearing completion. We are currently awaiting metal decorative stamped shingles for the 1905 House front porch and overhead door locking hardware installation at the Old Lighthouse garage. The bell pavilion support post replacements are complete. The 1905 porch flooring, roof facia and soffit repairs are complete. We have elected to complete the painting and finishing portions of this project in-house to save additional costs. Our lawn and walking trail maintenance is continuing throughout the parks and township properties.

1. Facility Maintenance:

Job Order MB 5410323 is an installation project to replace the communication receiver and sending unit at the 1905 House and 1870 Facilities. The existing system utilized cellular transmission to communicate remotely with the central monitoring system. The new receiver has ethernet compatibility to connect with our Starlink internet service. Once connected, this capability should provide most consistent connectivity and service performance. Status: awaiting Wi-Fi upgraded sending unit installation.

Job Order MB 5430123 is a repair project to repair the outer affixed windows in the New Lighthouse Tower. Many of the windows have deteriorated or missing window glazing, cracked panes, or deteriorated frame support. Status: In progress, 90% complete.

Job Order MB 5440922 is a maintenance upgrade to extend a flexible branch line to a heating diffuser in the tool and maintenance room within Garrity Hall. This project will supply heat to the tool room where we store paint and cleaning supplies to prevent frost damage. Status: In Progress.

Job Order: MB 5440623 is a maintenance project to repaint the exterior walls of Garrity Hall. This project is 60% complete. Remaining walls on the south and east sides are in progress. Estimated completion: 1 November 2023.

2. Project Management:

Work Order 5440323 is a new construction project to divide Garrity Hall into two user groups operations areas. We are installing a dividing wall between the overhead and personnel doors on the south side of the building to facilitate maintenance and operations functions and install a new personnel door on the north side to facilitate visitor functions next to the kitchen area. We will also divide and upgrade the lighting and install additional electrical outlets to support both functions within the facility. Status: inprogress, 50% complete, electrical installation is scheduled to begin on 9 October 2023.

Work Order 5210222 is a repair project to repair/repaint the water damage on interior of the southwest side of the Old lighthouse Keepers Cottage. Water intrusion from the roof was repaired from the hail damage insurance monies. This work will require plaster patching and repair, priming and painting of the walls and chimney chase. Status: Scheduled start for mid-October 2023.

Work Order 5710123 is a repair project to replace the exterior walls and roof of the second story in the Range Light tower display. The metal roof was damaged and funded for replacement as part of the hail damage. However, upon inspection, the walls and framing materials deteriorated beyond portioned repair application. Therefore, we have elected to temporarily seal and paint the roof and rotted facia areas as an interim repair. This project will be planned for a complete repair/replacement of the second-floor walls and roof framing components in Spring 2024. Status: In planning.

Work Order 5420223 is a repair project to replace the septic drain tile from the 1870 building to the septic tank. The drain tile runs below the entrance driveway and has collapsed. We have trenched an access channel and are replacing the damaged tile with a new PVC pipe. We are also placing a sand bed above and below the line to protect the pipe from ballast rock fill. Status: Complete.

Work Order 5410123 is a repair project to repair the rotted window sills, casements, and framing of windows throughout the 1905 House. The windows are original to the 1905 construction. The repairs will maintain the integrity of the windows as period appropriate. Status: The contract has been awarded with an approved allocation of \$20,000 for this project. Awaiting start.

Work Order 5730123 is a maintenance project to re-stain the boardwalk, railing, and decking of the Range Light Boardwalk. The railing sustained some damage from hail; however, the damage did not warrant approval of re-staining costs throughout the boardwalk system. Status: In-planning, projected to begin in Spring 2024.

Sincerely,

//SIGNED//
Matthew G. Bedard
Facilities & Projects Manager

PRESQUE ISLE

Fire Department - 24335 US23 South, Presque Isle, MI 49777 - Station (989) 595-3423 Fire Chief Bill Forbush, EFO – Cell 989-255-1883 - pitfdchief@gmail.com

Member: Michigan MABAS Division 3702

A Unit of Presque Isle Township Government

Date:

October 4, 2023

To:

Honorable Township Board

From:

Bill Forbush, EFO

Fire Chief

Re:

September/October 2023 Monthly Report

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PITFD responded to seven emergency calls in September and early October, with 65 total runs so far in 2023. All were medical with the exception of a grass fire along US23.

The PITFD ambulance project is moving along at a rapid pace. Faced with the prospect of having to burden the taxpayers with an additional 1 to 1.5 mil special assessment to support the ambulance service that has been provded by the City of Alpena for almost 50 years, or other service at even higher cost, we have opted to launch a Basic Life Support (BLS) ambulance service at PITFD. With the Boards approval, we have purchased a very nice used ambulance and will be equipping and training on it for the next month. It should be arriving from the lettering shop next week. We plan to implement the new service at the next Township Board meeting, November 13. Our temporary ambulance service agreement with Alpena, which costs \$1000/month plus \$250 per response and all patient billing revenue, expires December 1, 2023.

We have also secured a billing company, Mobile Health Resources of Lansing to set up our billing system, and handle billing patient insurance for ambulance runs. We will accept insurance only, and will not balance bill residents as they already support the service through their township taxes. We will also pay the City of Alpena \$350 per ALS intercept when advanced care is needed

enroute to the hospital. The intercept agreement is not yet completed.

In order to make space for the ambulance in our station, it is necessary to move reserve Engine 901 (green) to the annex barn, move Brush 905 and the reserve pump trailer outside, and prepare to sell off the fire boat. We will look at the feasibility of moving the fire boat pump to the pontoon rescue boat if possible.







Fire Department – 24335 US23 South, Presque Isle, MI 49777 - Station (989) 595-3423 Fire Chief Bill Forbush, EFO – Cell 989-255-1883 - pitfdchief@gmail.com Member: Michigan MABAS Division 3702

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In preparation for the ambulance implementation, there are a number of large equipment purchases that will need board approval.

ACTION ITEMS

Ambulance Billing: Attached are two documents from Mobile Health Resources, who provide billing services for the City of Alpena and East Grand Lake Fire Departments. One indicates our rate, which will be \$27 per run. The other is the agreement to provide billing services on our behalf, including the necessary HIPPA business associate agreement. Logistically, billing information will be gleaned from our electronic patient care reports (ePCRs) and MHR will provide detailed reports to the Township monthly after using electronic deposits for funds collected. A brief presentation will be added to the agenda for the October Board meeting. The Township attorney is reviewing the documents prior to the meeting. Page 4

The Fire Chief recommends that the Board approve the agreement with Mobile Health Resources as attached.

Stair Chair: Included in the price of the ambulance is a cot and loading system, which have been installed. To move patients down stairs, a stair chair will be required.

The Fire Chief recommends that the Board approve the purchase of a manual stair chair from Stryker for \$4951. Funds to come from 206.336.890.001 or District 2 SA fund balance.

Radios: A dual-control 800 MHz mobile two-way radio will be needed for the new ambulance. A quote from Grand Traverse Mobile is attached. This is a Kenwood radio, which is notably less expensive that Motorola. We have had a good experience with our Kenwood portables and the Kenwood mobiles in Rescue 904. Page 18

The Fire Chief recommends that the Board approve the purchase of a dual-control mobile radio from Grand Traverse Mobile for \$4,349.44. Funds to come from 206.336.890.001 or District 2 SA fund balance.

Medical equipment: A number of items will be needed to meet State of Michigan and Northeast Michigan Medical Control Authority requirements. They are detailed on the attached spreadsheet. Although most items are well below the Fire Chiefs spending authority, in totality the purchase is significant, and will be paid from 206.336.890.001 or District 2 SA fund balance. Page 19





Fire Department – 24335 US23 South, Presque Isle, MI 49777 - Station (989) 595-3423 Fire Chief Bill Forbush, EFO – Cell 989-255-1883 - pitfdchief@gmail.com Member: Michigan MABAS Division 3702

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The Fire Chief recommends that the Board approve the purchase of medical equipment from BoundTree and other vendors not to exceed \$5000. Funds to come from 206.336.890.001 or District 2 SA fund balance.

The need to provide ambulance service was not foreseen when our budget was developed and approved. We still have needs to ensure appropriate fire protection for the residents, therefore we are allocating funding for ambulance start-up costs to savings/special assessment fund balance rather than deplete other needed line items. This strategy has been discussed with the Supervisor, Clerk and Fire Liaison Trustee.

THANK YOU to the Board and Township residents for their steadfast support, and the superdedicated PITFD volunteers for their willingness to take on this huge task. We have a great team and a great deal of expertise on our staff, and are meeting this challenge head-on for the safety of our community.



Critical Radio Systems Authorized Dealer

1670 Barlow Street, Ste. 1, Traverse City, Michigan 49686 Phone: 231.947.9851 Fax: 231.947.9077

sales@fireradios.com

9/22/2023

Presque Isle Twp FD

Kenwood VM5000 Mobile with Standard MPSCS Configuration - Mobile for Ambulance 1024 Talk Groups / 64 Zones, 762-870MHz Rebandable, Free ARC 4 (ADP Compatible) Encryption, Loud External Speaker, 3-Year Manufacturer Warranty, Advanced Viking Display, Next Generation AMBE+2 v1.6 Vocader, P25 Phase II Compatible



	THE S ALLES APPEN	DESCRIPTION	LIST	MI DEAL	TOTAL
1 1 1 1 1	VM5930-KCH19-DH 3DB-NMO-SYS MISC PROGRAM INSTALL-DH MPSCS	700/800MHz P25 Base Radio 1024 Groups/64 Zones Dual Control Heads 3dB Gain Antenna System for New Vehicle Misc Install Supplies (Not to Exceed) Custom Program Radio with Template from State of Michigan (New Units) Install and Test Dual Head Radios (Includes Travel) MPSCS Activation Fee (Paid to State of Michigan)(For 2 New Units)	\$ 3,874.30	\$ 3,099.44 \$ 65.00 \$ 100.00 \$ 75.00 \$ 760.00 \$ 250.00	\$ 3,099.44 \$ 65.00 \$ 100.00 \$ 75.00 \$ 760.00 \$ 250.00
		TOTAL			\$ 4,349.4

Quote By: Neil Pickard Quote Valid: 60 Days

Equipment Needed Prior to Inspection

Colorimetric Adult and Pediatric #530024/530025	85/case of 6 ea	170
CPAP (Adult Lg, Med) with Ohmeda connector	Pulmodyne - 90 ea x 6	540
	I-Gel x 3 @ 23.99 ea	75
Supraglottic Airways	400-500 start up cost	500
Medications (Med Control)	.69 ea x 40	30
Lube for airways #1340-67507 M O2 Tank	Lease \$99/yr	100
	2 ea @ 31	62
Mega movers on board regulator O2	#15013	80
Disposable linens and pilows		250
d-cylinders new type	lease	
blanket warmer		539
Blankets	17100MS - 4 @ 5.49 ea	22
Heavy overblanket	11222NV	54
O2 flow meters on -board	#2320-18005 (3 ea)	450
O2 Christmas trees	#25-33-2600EA (6 ea)	12
Ambulance child restraint system	#3250-05318	1000
Spare OB kit	#4440010-B	20
Bins (to organize supplies in amb cabinets)	Home Depot	300