

MUNRO TOWNSHIP BOARD MEETING MINUTES

Regular Board Meeting

August 13, 2019

MUNRO TOWNSHIP HALL

8016 Brandau Road, Levering, MI 49755

Regular Board Meeting

Board Members Present: Mary Bur, Cheryl Dotski, Donald Tracey, Charles Antkoviak and Paul Nows.

Supervisor Antkoviak called the meeting to Order at 7:00 PM with the Pledge to the flag.

Minutes: Donald Tracey made the motion to approve the minutes of the July 9, 2019 Regular Board Meeting. Support by Paul Nows. Motion carried.

Payment of Bills: Paul Nows made the motion to pay the bills in the amount of \$12,053.08 Supported by Donald Tracey. Motion carried.

Correspondence: Letter from the Cheboygan County Humane Society along with the 2019/2020 Munro Township/Cheboygan County Humane Society Animal Control Service Contract.

There have been several calls/complaints regarding lot clearing, this is a DEQ issue, not an issue the Township can resolve. A second complaint was in regards to brine/lack of on Pell's Island Drive, that section was brined but the new (private) road construction in that area seems to have caused the issue.

Old Business: Supervisor Antkoviak is going forward with the maintenance issues currently underhand. 1)The side door to the Township Hall and 2) septic tank repair at the Fire hall and 3) installation of motion lights at Township Hall.

A Motion was made Antkoviak to purchase the new side door form Builders Source in Cheboygan, the approximate price for the door is \$800.00 with the outsourced labor being approximately \$1,600.00. Supported by Tracey, all in favor. Motion carried.

New Business: Clerk Bur read aloud the letter from the Cheboygan County Humane Society requesting followed by a motion to sign 2019/2020 Animal Service Contract and pay the \$350.00 annual fee, supported by Antkoviak. All in favor. Motion carried. (Copy attached.)

Munro Township will be hosting the August MTA meeting, Deputies Stacks and Tebo will be the presenters along with their K9 dogs.

Public Comment: Kyle Keller brought it to the Boards attention that the trash receptacle/dumpster was no longer at the Douglas Lake Beach access, Supervisor Antkoviak will follow up on that issue.

William Hartwig advised that the DLA will hold its next meeting 8/19/2019 at 7:00 PM at the U of M Biological Station, Gates Hall. Those who wish to attend would be welcomed.

The meeting was adjourned to the call of the chair at 7:50 PM.

Respectfully submitted,

Mary Bur,
Munro Township Clerk



Cheboygan County Humane Society

1536 Hackleburg Road ♦ Cheboygan MI 49721

Phone: (231) 238-8221 ♦ Fax: (231) 238-0432 ♦ Email: cheboyganhumane@hughes.net

Contract for Animal Control Services

This agreement is made effective as of 8-13-19, by and between the Township of Munro, Cheboygan County, Michigan, and the Cheboygan County Humane Society, of Cheboygan County, Michigan.

In this agreement, the party who is contacting to receive services shall be referred to as “the Township,” and the party who will be providing the services shall be referred to as “the Humane Society.”

The Humane Society has a background in providing and promoting programs for Animal control and is willing to provide services to the Township based on this background.

The Township desires to have services provided by the Humane Society. Therefore, the parties agree as follows:

1. **Description of Services.** Beginning on 8-13-19, the Humane Society will provide the following services (collectively, the “Services”): To plan, coordinate, evaluate, and provide services for Animal Control, pursuant to Michigan Law.
2. **Performance of Services.** The manner in which the Services are to be performed and the specific hours to be worked by the Humane Society shall be determined by the Humane Society. The County will rely on the Humane Society to work as many hours as may be reasonably necessary to fulfill their obligations under this agreement.
3. **Payment.** The Township agrees to pay the Humane Society for the Services in the amount of \$350.00. This amount shall be paid to the Humane Society in intervals as determined by the Township.
4. **New Project Approval.** The Humane Society and the Township recognized that the Humane Society’s Services will include all services that they are currently providing in Cheboygan County.
5. **Terms/Termination.** This agreement shall terminate at the end of each calendar year.
6. **Relationship of Parties.** The parties understand that the Humane Society is an independent contractor with respect to the Township, and not an employee of the Township. The Township will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Humane Society or its employees.
7. **Injuries.** The Humane Society acknowledges their obligation to obtain appropriate insurance coverage for the benefit of its employees. The Humane Society waives any rights to recovery from the Township for any injuries that the Humane Society or its employees may sustain while performing services under this agreement and that are result of the negligence of the Humane Society or its employees.

8. **Indemnification.** The Humane Society agrees to indemnify and hold the Township harmless for all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Township that result from the acts or omissions of the Humane Society their employees and agents.
9. **Assignment.** The Humane Society's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Township.
10. **Notices.** All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addresses as follows:

IF For the Township:

Township of Munro
8016 Brandau Rd
Levering, MI 49755

IF for the Humane Society:

Mary Talaske, Executive Director
1536 Hackleburg Road
Cheboygan, MI 49721

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set for above.

11. **Entire Agreement.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
12. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
13. **Severability.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
15. **Annual Financial Report.** The Humane Society shall provide the Township with an annual financial report, setting forth in detail how the contractual funds were expended in the preceding calendar year. The Humane Society shall provide the report to the Township within ninety (90) days of the first day of the calendar year.
16. **Applicable Law.** This agreement shall be governed by the laws of the State of Michigan.

Party receiving services:

County of Cheboygan

By: 

Township Supervisor

Party providing services:

Cheboygan County Humane Society

By: 

Mary A. Talaske, Executive Director