1. CALL TO ORDER
2. INVOCATION AND PLEDGE
3. CITIZEN OF THE MONTH
4. APPROVAL OF BILLS
5. BRIEF PUBLIC COMMENT (3 minutes or less)
6. APPROVAL OF AGENDA
7. CONSENT AGENDA
   A. Minutes - Regular Meeting January 7, 2019
   B. Minutes - Public Hearing Parks & Recreation Master Plan, January 7, 2019
   C. Resolution - MTA Larry Merrill
   D. Resolution - OCCC Budget
   E. 123Net METRO Act Permit Application
   F. Purchase John Deere Gators - Parks & Recreation
   G. Request for Proposals - Township Properties Lawn Mowing Services
   H. Request for Proposals - Township Properties Fertilization & Weed Treatment
   I. Sale of Vehicles - Parks & Recreation
   J. Memo of Understanding - CISMA MOU
8. PENDING BUSINESS
   A. Acceptance of Property - Baldwin Rd Conveyance
   B. Odd Job Request for Temporary Operating Hours
   C. Complete Count Committee - Census
9. REPORTS
   A. Police/ Fire Reports
   B. SEMCOG Membership
   C. Liquor License Transfer - Rick's Party Store
10. PUBLIC COMMENT
11. BOARD MEMBER COMMENT
12. ADJOURNMENT

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.
1/21/2019

INVOICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Board Bills</td>
<td>1/16/2019</td>
<td>$14,952.89</td>
</tr>
<tr>
<td>Board Bills</td>
<td>1/21/2019</td>
<td>$847,250.48</td>
</tr>
</tbody>
</table>

Total Invoices $862,203.37
void #125839-due diligence ($100.00)

Total Invoice Disbursements $862,103.37

PAYROLL

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>PTO/VAC Payout</td>
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<td>$41,641.48</td>
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<tr>
<td>Regular Pay</td>
<td>1/9/2019</td>
<td>$124,186.98</td>
</tr>
<tr>
<td>POC Firefighters</td>
<td>1/17/2019</td>
<td>$9,509.11</td>
</tr>
</tbody>
</table>

Total Payroll Disbursements $175,337.57

Grand Total Disbursements $1,037,440.94

***Due to the conversion to pooled cash, and the need to filter out Trust & Agency checks from the attached totals, the check register format will not only appear different, but will appear to have skipped check numbers.

Prepared by Tandem Graves, AP/PA Coordinator
Agenda Item Summary

To: Orion Township Board of Trustees

From: Penny S. Shults, Clerk

Meeting Date: January 22, 2019

Memo Date: January 17, 2019

Subject: Consent Agenda Motion

REQUEST:

If the Board concurs, the following items on the agenda for this meeting would be approved with one motion as a Consent Agenda. A roll call vote will be required.

7. CONSENT AGENDA
   A. Minutes - Regular Meeting January 7, 2019
   B. Minutes - Public Hearing Parks & Recreation Master Plan, January 7, 2019
   C. Resolution - MTA Larry Merrill
   D. Resolution - OCCCC Budget
   E. 123Net METRO Act Permit Application
   F. Purchase John Deere Gators - Parks & Recreation
   G. Request for Proposals - Township Properties Lawn Mowing Services
   H. Request for Proposals - Township Properties Fertilization & Weed Treatment
   I. Sale of Vehicles - Parks & Recreation
   J. Memo of Understanding - CISMA MOU

RECOMMENDATION (Motion):
Approve the consent agenda, as presented. (or amended)
1. CALL TO ORDER. The Charter Township of Orion Board of Trustees held a regular meeting on Monday, January 7, 2019 at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. Supervisor Barnett called the meeting to order at 6:35 p.m.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalyrymple, Mike Flood, John Steimel

BOARD MEMBERS ABSENT: None

OTHERS PRESENT:

Arlene Chomiuk  
Ed Zioncheck  
Jim Leinbach  
William McGuckin  
Tina & Mike Lathers  
Rick & Patty Kalso  
Gary Roberts  
Tom Chomiuk  
Will Wilsher  
Christina Belanger  
Paul Cassise  
Robert Borowicz  
Dan Dewey  
Richard Ellis  
Katherine McMinn  
Jim Goebel  
Jay McLean  
Robert Hart  
Arthur Couture  
Marisa Laderach  
Dave Goodloe  
Martin Nunney  
Thomas Shannon  
Ross Cardew  
R.M. Smith  
Thomas Denton  
Michele Brunson  
Heather & Michael Lossing  
Jim Sloan  
Jim Newell  
George Hanley  
Martin J. Russell  
Lisa A. Russell  
Mark Tarquini  
Ron Haag  
Joe Mastromatteo  
Bill Kalmar  
Nancy McGuckin  
Kim & Lori Roy  
Warren Width  
Bruce King  
Aaron Walter  
Mark Kellenberger  
James Hargraves  
Ken Van Portfliet

2. CLOSED EXECUTIVE SESSION: Confidential Written Legal Opinion Regarding Ordinance Interpretation.

The Board was in temporary recess from 6:36 p.m. – 7:14 p.m. for the Closed Executive Session.

3. INVOCATION AND PLEDGE
Trustee Brian Birney gave the Invocation, followed by the Pledge of Allegiance.

4. PUBLIC HEARING: Parks and Recreation Master Plan

The Board was in temporary recess from 7:15 p.m. – 7:16 p.m. to hold a Public Hearing for the Parks and Recreation Plan.

5. HEARING: Revocation of License – Odd Job Disposal

Attorney Dan Kelly provided information regarding the due process hearing due to a petition to revoke the Waste Hauler License of Odd Job Disposal. Evidence in support of the revocation
was presented by the Township, specifically from Code Enforcement Officer Al Daisley. Mr. Aaron Walters, co-owner of Odd Job Disposal had an opportunity to respond.

Based on the findings of fact, a due process hearing having been held, and the Board having reviewed documents and heard testimony; under Ordinance 73, Solid Waste & Recyclable Materials Collection Regulation, moved by Trustee Flood, seconded by Treasurer Steele to deny the revocation of Odd Job Disposal Waste Hauler license, and further move to put Odd Job Disposal on notice that the evidence and comments received at this meeting will be strongly considered by this Board at the time of any license renewal by Odd Job Disposal in the future; including any request for license renewal in March 2019.

AYES: Steimel, Barnett, Shults, Steele, Birney, Dalrymple, Flood
ABSENT: None   NAYS: None   MOTION CARRIED

Moved by Supervisor Barnett, seconded by Trustee Flood to direct the Attorney in regards to a plan of action, specifically follow up correspondence with Mr. Walter from Odd Job Disposal with the initial request from December 14, 2018, as well as the following items: the number of customers in Orion Township; written policy with regard to cancellations and a refund policy if there has been pre-payment and contact information, along with a plan of action to correct deficiencies by Monday, February 25, 2019.

AYES: Barnett, Steele, Birney, Dalrymple, Flood, Steimel   ABSENT: None   NAYS: Shults   MOTION CARRIED

6. RECOGNITION: Orion Township Firefighters Goodfellows. Supervisor Barnett recognized Orion Township Firefighters Goodfellows for their fundraising efforts for Christmas.

7. APPROVAL OF BILLS. Moved by Clerk Shults, seconded by Trustee Dalrymple to authorize payment of bills in the amount of $595,091.22 and payrolls in the amount of $137,756.98, for a total disbursement of funds in the amount of $732,848.20, as presented.

AYES: Steele, Birney, Dalrymple, Flood, Steimel, Barnett, Shults   ABSENT: None   NAYS: None   MOTION CARRIED

8. BRIEF PUBLIC COMMENT. Public comment was heard.

9. APPROVAL OF AGENDA. Clerk Shults gave updates for the Board Book, including revised board bills, along with the Fire Report. Clerk Shults also requested the addition of a Peddlers/Solicitors License for Anytime Fitness to Pending, 11.B. Moved by Trustee Flood, seconded by Trustee Birney to approve the agenda, as presented.

MOTION CARRIED

10. CONSENT AGENDA

A. Minutes, Regular Meeting: Monday, December 17, 2018. Approve, as presented.

C. Request for Liquor License under Ord. 76 - Aldi. Approve Mr. Kellenberger’s request for a liquor license under Orion Township Ordinance 76, Alcoholic Beverages Regulation, contingent upon the State of Michigan, Building Department and Fire Department approval and issuance of the Certificate of Occupancy.

D. Hire Coordinator – Planning and Zoning. Hire Lynn Harrison as Coordinator – Planning & Zoning, a Level 6 Technical Unit union position at $23.75 per hour, full-time, 40 hours per week, plus benefits, effective January 8, 2019, and authorize posting/advertising the position of Clerk – Planning & Zoning, a Level 3 Technical Unit union position, full-time, 40 hours per week, with full benefits, at a start rate of $15.57 per hour.

E. Award Bid – Athletic League Uniforms – Parks & Recreation – Approve awarding the Athletic League Uniforms contract to Tool Sport and Sign.


G. Request for Proposals – Baseball/Softball Field Renovations. Approve the request to advertise for sealed bids for Baseball/Softball Field Renovations.

H. Request for Proposals – Seal-coating and Pathway. Approve the request to advertise for sealed bids for Sealcoating and Pathway work.

I. Request for Proposals – Friendship Park Meeting Room Roofing. Approve the request to advertise for sealed bids to replace the Friendship Park Meeting Room roof.

J. Request for Proposals – Replace Soccer Goals. Approve the request to advertise for sealed bids to replace Soccer Goals.

Moved by Trustee Steimel, seconded by Trustee Birney to approve the Consent Agenda, as presented. AYES: Barnett, Shults, Steele, Birney, Dalrymple, Flood, Steimel ABSENT: None NAYS: None MOTION CARRIED

11. PENDING BUSINESS

A. Adopt Parks and Recreation Master Plan 2019 - 2023. Moved by Clerk Shults, seconded by Trustee Birney to adopt the Resolution approving the 2019 – 2023 Orion Township Parks and Recreation Master Plan, as presented. AYES: Shults, Steele, Birney, Dalrymple, Flood, Steimel, Barnett ABSENT: None NAYS: None MOTION CARRIED
B. Peddler/Solicitor License Application: Anytime Fitness. Moved by Clerk Shults, seconded by Trustee Steimel to approve the application from Mr. Lakes, and issue a Peddler/Solicitor license under the provisions of Ord. 95, Peddlers/Solicitors Regulation.

AYES: Steele, Birney, Dalrymple, Flood, Steimel, Barnett, Shults

ABSENT: None

NAYS: None

MOTION CARRIED

12. REPORTS

A. Police/Fire Reports. Moved by Trustee Birney, seconded by Trustee Steimel to receive and file the Police and Fire Reports, as presented.

MOTION CARRIED

B. OCCCC 2019 Proposed Budget. Moved by Trustee Steimel, seconded by Treasurer Steele to receive and file the OCCCC 2019 Proposed Budget, as presented.

MOTION CARRIED

C. FEMA – Clinton River Watershed Engineering Model Summary Table. Moved by Clerk Shults, seconded by Trustee Dalrymple to receive and file the FEMA – Clinton River Watershed Engineering Model Summary Table, as presented.

MOTION CARRIED

13. PUBLIC COMMENT. Public Comment was heard.

14. BOARD MEMBER COMMENTS. Board member comments were heard.

15. ADJOURNMENT. Moved by Trustee Flood, seconded by Treasurer Steele to adjourn.

MOTION CARRIED

The meeting was adjourned at 9:40 p.m.

______________________________
Penny S. Shults, Clerk

______________________________
Chris Barnett, Supervisor
Charter Township of Orion

Transcription: K. Comeau
CALL TO ORDER. The Charter Township of Orion Board of Trustees held a Public Hearing on Monday, January 7, 2019, at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. The Parks and Recreation Master Plan 2019-2023 Public Hearing was held to provide an opportunity for members of the public to offer comments related to the proposed Parks and Recreation Master Plan 2019-2023.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalyrymple, Mike Flood, John Steimel

BOARD MEMBERS ABSENT: None

OTHERS PRESENT:

Arlene Chomiuk
Ed Zioncheck
Jim Leinbach
William McGuckin
Tina & Mike Lathers
Rick & Patty Kalso
Gary Roberts
Tom Chomiuk
Will Wilsher
Christina Belanger
Paul Cassise
Robert Borowicz

Dan Dewey
Richard Ellis
Katherine McMinn
Jim Goebel
Jay McLean
Robert Hart
Arthur Couture
Marisa Laderach
Dave Goodloe
Martin Nunnery
Thomas Shannon
R.M. Smith
Thomas Denton
Michele Brunson
Heather & Michael Lossing
Jim Sloan
Jim Newell
George Hanley
Martin J. Russell
Lisa A. Russell
Mark Tarquini
Ron Haag
Joe Mastromatteo
Bill Kalmar
Nancy McGuckin
Kim & Lori Roy
Warren Width
Bruce King
Aaron Walter
Mark Kellenberger
James Hargraves
Ken Van Portfliet

Supervisor Barnett convened the Public hearing at 7:15 p.m.

The Public Hearing was held to afford the opportunity for public comment concerning the proposed Parks and Recreation Master Plan 2019-2023. Adoption of the proposed Parks and Recreation Master Plan 2019-2023 will be considered following the hearing.

Seeing and hearing no citizens were interested in providing comments and no written comments were received related to the Parks and Recreation Master Plan 2019-2023 Public Hearing, Supervisor Barnett adjourned the Public Hearing at 7:16 p.m.

______________________________________
Penny S. Shults, Clerk

______________________________________
Chris Barnett, Supervisor
Charter Township of Orion

Transcription: K. Comeau
Charter Township of Orion
County of Oakland
State of Michigan

In Recognition of Extraordinary Service and Leadership, The Orion Township Board of Trustees Presents this Resolution in Honor of Larry Merrill, MTA Executive Director

WHEREAS, Larry Merrill began his career in township government at the age of 10, when he helped his father, a DeWitt Township Trustee, circulate campaign flyers to support a millage to buy a new fire truck; and

WHEREAS, Larry Merrill served on the DeWitt Township's volunteer Fire Department, receiving two resolutions of commendation from the DeWitt Charter Township Board for life-saving, and chaired the Township's Compensation Commission and Planning Commission; and

WHEREAS, Larry Merrill earned his Bachelor's and Master's degrees from Michigan State University, where his studies focused on public administration, and was named a Public Policy Fellow by the United States Department of Health, Education, and Welfare; and

WHEREAS, Larry Merrill, before joining the MTA, worked at Clinton and Montcalm Counties performing policy and administration functions. He also served as a county emergency management director and emergency medical services director. He also served on the Oneida Township Zoning Board and served on the Grand Ledge Public Schools Board of Education as the district's Treasurer, Board Vice President and three years as the Board President; and

WHEREAS, Larry Merrill joined the Michigan Townships Association staff in 1980 to coordinate its training programs and to be the editor of The Michigan Township News, and was promoted in 1985 to Deputy Executive Director, and later became the MTA's fourth Executive Director in 2000; and

WHEREAS Larry Merrill earned a reputation as an expert on organization governance and administration, public finance, public safety services, and land use regulations. And he has served as president of the National Center for Small Communities, and President of the National Association of Towns and Townships, as well as served a three-year term on the Finance and Administration Council of the American Society of Association Executives, and served as the Governor's Land Use Leadership Council and many state policy task forces and is an inspiration to us all; and

WHEREAS, Larry Merrill is a respected father, friend, and quite the "Iron Chef" if you ask his friends and coworkers.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees for the Charter Township hereby recognize and commend Larry Merrill for his dedication to public service, his outstanding leadership, his commitment to the MTA, and his friendship to all 1240 townships in the Great State of Michigan, and further wish him a relaxing and enjoyable retirement filled with new adventures and possibly a cooking show.

Certification

I, Penny S. Shults, duly elected Clerk of the Charter Township of Orion, hereby certify the above is a true copy of the Resolution adopted by the Board of Trustees of the Charter Township of Orion at its regular meeting of Tuesday, January 22, 2019, at 7:00 p.m., at the Orion Township Hall, 2325 Joslyn Road, Lake Orion, Michigan 48360.

Penny S. Shults, Clerk
Charter Township of Orion
To: Orion Township Board of Trustees
From: Penny S. Shults, Clerk
Meeting Date: January 22, 2019
Memo Date: January 14, 2019
Subject: OCCCC Budget

REQUEST
Attached is a copy of a joint resolution indicated support for the Orion Community Cable Communications commission (OCCCC) budget, as well as a copy of the adopted 2019 budget.

REASON
Orion Township and the Village of Lake Orion are asked to indicate their support, by resolution for the OCCCC annual budget.

PROCESS
The Township will adopt their portion of the budget at the January 22, 2019 meeting.

BUDGET - Financial Item? Yes X No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Board action would be to adopt the Township’s portion of the Joint Resolution of the Village Council of the Village of Lake Orion and the Board of Trustees of the Charter Township of Orion, as presented and direct the Clerk to forward a certified copy to the Village of Lake Orion and the OCCCC.
December 20, 2018

To: Penny Shults
   Orion Township Clerk

   Susan Galeczka
   Village of Lake Orion Clerk

From: Diane Griffiths
      OCCC Administrator

RE: OCCC Proposed 2019 Budget

Attached is the proposed 2019 budget for the Orion Cable Commission which was approved by the Commission at their meeting on December 13, 2018.

Township Ordinance 80 and Village Ordinance 16.05 Section 5 (E) (9) each state that the cable commission is to: "Prepare an annual budget and, prior to adopting same, conduct a public hearing thereon, which budget shall not be effective until approved by joint resolution of the Lake Orion Village Council and the Orion Township Board."

A public hearing was held on December 13, 2018 at the Orion Neighborhood Television facility, after public notice was given in the Orion Review, on Government Access Channel 20, and on the OCCC website.

Please submit for approval and joint resolution.

Thank you!
### Orion Cable Commission 2019 Budget Proposal

**11/27/2018**

<table>
<thead>
<tr>
<th>Category</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income:</strong></td>
<td></td>
</tr>
<tr>
<td>Franchise &amp; PEG Fees</td>
<td>780,000</td>
</tr>
<tr>
<td>Interest</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>795,000</td>
</tr>
<tr>
<td>Prior Year Carryover</td>
<td>3,314,052</td>
</tr>
<tr>
<td><strong>Total Income &amp; Carryover</strong></td>
<td>$ 4,109,052</td>
</tr>
</tbody>
</table>

| **Expenses:**               |             |
| Administrative              | 2,000       |
| Asset Replacement           | 40,000      |
| Contracted Liaison          | 20,000      |
| Cable Connections           | 3,000       |
| Capital Improvements        | 20,000      |
| Education                   | 2,400       |
| Grants                      | 10,000      |
| Insurance                   | 4,000       |
| Meals & Travel              | 5,000       |
| Membership Fees             | 2,000       |
| ONTV                        | 456,000     |
| Professional Services       | 8,000       |
| Shared Building Services    | 4,400       |
| **Total Expense**           | 576,800     |

**Total Income - Total Expense**  218,200

**Projected Year End Carryover**  $ 3,532,252
RESOLVED: that the 2019 Budget Proposal of the Orion Community Cable Communications Commission for the fiscal period of January 1, 2019 through December 31, 2019, indicating Income in the amount of $______ and Expenses in the amount of $____ is hereby approved by the Village Council of the Village of Lake Orion, at its regular meeting held on the _______, with the understanding that this approval does not approve of or commit the Village to any contract with the Orion Neighborhood Television Corporation or authorize the payment of any monies to said Corporation. Resolution adopted upon motion of ___, seconded by ___, and duly adopted: Ayes: __ Nays: __ Absent: __. Motion carried, and

BE IT FURTHER RESOLVED: that the 2019 Budget Proposal of the Orion Community Cable Communications Commission for the fiscal period of January 1, 2019 through December 31, 2019 indicating Income in the amount of $795,000.00 and Expenses in the amount of $576,800.00, is hereby approved by the Board of Trustees of the Charter Township of Orion, at its regular meeting held on the 22nd day of January, 2019, with the understanding that this approval of the Budget Proposal does not approve of or commit the Township to any contract with the Orion Neighborhood Television Corporation or authorize the payment of any monies to said Corporation. Resolution adopted upon motion of Clerk Shults, seconded by Trustee Steimel, and duly adopted: Ayes: __ Nays: __ Absent: __.

CERTIFICATION

I, Penny S. Shults, duly elected Clerk of the Charter Township of Orion, do hereby certify that Paragraph Two of the above resolution is a true and complete copy of a resolution adopted by the Charter Township of Orion Board of Trustees at a regular meeting held on the 22nd day of January 2019, and that minutes of the meeting were kept, and will be, or have been made available as required according to Act No. 267, Public Acts of Michigan, 1976, as amended.

____________________________
Penny S. Shults, Clerk
Charter Township of Orion
Date:________________________
Agenda Item Summary

To: Orion Township Board of Trustees
From: Penny S. Shults, Clerk
Meeting Date: January 22, 2019
Memo Date: January 8, 2019
Subject: METRO Act Permit Application: 123Net

REQUEST
Following please find a METRO Act permit application submitted by 123Net for access to and ongoing use of public rights-of-way within the Township for the proposed new Bilateral facilities in the Township.

REASON
The Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, PA48 of 2002, requires all telecommunication companies requesting to work in a municipality’s right-of-way file a standard application to do so. Under the statute, the Township has 45 days to approve or deny access.

PROCESS
The application, including all supporting documentation and the application fee of $500, was submitted to the Township on January 8, 2019. The application has been copied to the Department of Public Works and has also been provided to the Township Attorney for his review.

BUDGET - Financial Item? Yes x No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Motion: Approve the permit application from 123Net and direct the Clerk to notice the applicant and the Michigan Public Service Commission of the Board’s action.
Southfield, MI 48075

Amanda Griffith
Email: agriffith@123.net

Telephone: (248) 228-8286
Facsimile: (248) 849-9333

January 2, 2019

Charter Township of Orion
Township Clerk’s Office
Attn: Jillian London
2525 Joslly Road
Lake Orion, MI 48360

Re: 123Net METRO Act Permit Application

Dear Ms. London:

Enclosed please find a copy of 123Net’s METRO Act permit application, all required documents, along with 2 copies of the proposed Bilateral METRO Act Permit and a check for Five Hundred Dollars ($500.00).

Upon approval, please sign both permits and return to our office. We will sign and return one fully executed permit for your records.

Should you require anything further for processing this application, please contact me.

Sincerely,

Amanda Griffith
Permit Coordinator
Charter Township of Orion

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

123 Net, Inc.

Unfamiliar with METRO Act?—Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707--,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to $40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

--- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at:

Charter Township of Orion
Township Clerk’s Office
Attn: Jillian London
2525 Joslyn Road
Lake Orion, MI 48360
Charter Township of Orion
Name of local unit of government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
123 Net Inc.
(“Applicant”)

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension
Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO
Act") for access to and ongoing usage of the public right-of-way, including
public roadways, highways, streets, alleys, easements, and waterways ("Public
Ways") in the Municipality for a telecommunications system. The METRO Act
states that “A municipality shall approve or deny access under this section within
45 days from the date a provider files an application for a permit for access to a
public right-of-way.” MCL 484.3115(3).

This application must be accompanied by a one-time application fee of $500,
unless the applicant is exempt from this requirement under Section 5(3) of the
METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: January 2, 2019

1.2 Applicant’s legal name: 123.Net, Inc.
Mailing Address: 24700 Northwestern Highway
Suite 700
Southfield, MI 48075

Telephone Number: (866) 460-3503
Fax Number: (248) 849-9333
Corporate website: www.123.net

Name and title of Applicant’s local manager (and if different) contact person
regarding this application:
Amanda Griffith – Fiber Permits Coordinator
Mailing Address: 24700 Northwestern Highway
Suite 700
Southfield, MI 48075
Telephone Number: (248) 228-8286
Fax Number: (248) 849-9333  
E-mail Address: agriffith@123.net

1.3 Type of Entity: (Check one of the following)

__X__ Corporation
_____ General Partnership
_____ Limited Partnership
_____ Limited Liability Company
_____ Individual
_____ Other, please describe: __________________________________________

1.4 Assumed name for doing business, if any:

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 8-16-1996

1.5.3 If a subsidiary, name of ultimate parent company; N/A

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

James Kandler
Dan Irvin
Stefania Gradinaru
Simona Anton

1.6 Attach copies of Applicant’s most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

Please see attached.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: __None__

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes __ No

If "yes," please describe the circumstances.
1.9  In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1  A felony; or

1.9.2  A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle:  Yes  No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10  [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant’s most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

N/A, Applicant is a CLEC

1.10.1  If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2  DESCRIPTION OF PROJECT:

2.1  Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2  Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

123.Net provides Aerial and Underground installation of fiber optic cable inside 1.25” HPDE conduits using methods such as directional boring or trenching.

2.3  Attach route maps showing the location (including whether overhead or underground) of Applicant’s existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If
construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Construction approval is not sought at this time. The proposed new routes will have drawings provided, detailing which side of the street and whether aerial or underground when applying for Right of Way permits. All proposed locations will not be submitted together as one project.

2.4 Please provide an anticipated or actual construction schedule.

Would like to begin construction as soon as possible after submission of ROW permit application and drawings.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

123.Net, Inc.
2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant’s facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

123.Net, Inc.  
(866) 460-3503  
NOC@123.NET

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant’s nearest local office;

24700 Northwestern Highway  
Suite 700  
Southfield, MI 48075

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant’s engineer or engineers and their responsibilities for the telecommunications system;

Amanda Griffith  
Fiber Permits Coordinator  
24700 Northwestern Highway  
Suite 700  
Southfield, MI 48075  
agriffith@123.net  
248-228-8286

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant’s insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker’s compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;
3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

Please see attached.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant’s facilities in the Public Ways.

N/A

CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

123.Net, Inc.

[Signature]

By: [Signature]

Amanda Griffith
123.Net Permits Coordinator

January 2, 2019

S:\metroapplicationform.doc
RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

1.1 Company shall mean 123.Net, Inc., a corporation organized under the laws of the State of Michigan whose address is 24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075.

1.2 Effective Date shall mean the date set forth in Part 13.

1.3 Manager shall mean Municipality’s [Mayor/Manager/Supervisor/Village President] or his or her designee.


1.5 Municipality shall mean Charter Township of Orion, a Michigan municipal corporation.

1.6 Permit shall mean this document.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
1.9 **Term** shall have the meaning set forth in Part 7.

2 **Grant**

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 **Overlashing.** Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 **Nonexclusive.** The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 **Contacts, Maps and Plans**

3.1 **Company Contacts.** The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is

123Net, Inc  
24700 Northwestern Hwy, Suite 700  
Southfield, MI 48075  
Amanda Griffith, Permits Coordinator  
248-228-8286 / agriffith@123.net
3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is:

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is:

123Net, Inc  
24700 Northwestern Hwy, Suite 700  
Southfield, MI 48075  
Amanda Griffith, Permits Coordinator  
248-228-8286 / agriffith@123.net

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

123Net, Inc  
24700 Northwestern Hwy, Suite 700  
Southfield, MI 48075  
Amanda Griffith, Permits Coordinator  
248-228-8286 / agriffith@123.net

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.  

866-460-3503

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company
shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company’s aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company’s sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company’s option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company’s lines on alternate poles which shall state Company’s name and provide a toll-free number to call for assistance. Direct buried underground
portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company’s cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company’s name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company’s name and a toll-free telephone number.

4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company’s use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality’s program for street construction and rebuilding (collectively “Street Construction”) and its program for street repaving and resurfacing (except seal coating and patching) (collectively, “Street Resurfacing”).

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately
prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company’s right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc.
Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS D1G," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company’s sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company’s name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company’s name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys’ fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company’s use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
5.3 **Settlement.** Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 **Insurance**

6.1 **Coverage Required.** Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or
(when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 **Additional Insured.** Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 **Qualified Insurers.** All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 **Deductibles.** If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 **Contractors.** Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 **Insurance Primary.** Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 **Term**

7.1 **Term.** The term ("Term") of this Permit shall be until the earlier of:
7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal
10.1 **Removal: Underground.** As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company’s sole cost and expense.

10.1.1 For purposes of this Part 10, “cable” means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 **Removal: Above Ground.** As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 **Schedule.** The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 **Assignment.** Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company’s business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality’s prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any
defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company’s ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to 2525 Joslyn Road, Lake Orion, MI 48360 with a copy to [address] ________________________________.

12.1.2 If to Company, to 24700 Northwestern Hwy, Suite 700, Southfield, MI 48075, with a copy to [address] ________________________________.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.
13.4 **Authority.** This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 **Amendment.** Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 **Interpretation and Severability.** The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 **Governing Law.** This Permit shall be governed by the laws of the State of Michigan.

Charter Township of Orion

Attest:

By: ____________________________

By: ____________________________

Printed: _______________________

Its: ___________________________

Date: __________

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

123.Net, Inc.

By: ____________________________

Printed: _______________________

Its: ___________________________

Date: __________

::ODMA\PCDOCS\GRR\7593196

-13-

35
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

VTC Insurance Group
Troy Office
1175 W. Long Lake Ste. 200
Troy
MI 48098-4960

CONTACT NAME: Kathleen Wasen
PHONE: (248) 530-3259
FAX: (248) 828-3741
E-MAIL: kwasan@vtcins.com

INSURED

123.NET, INC., DBA: 123NET, INC.
24700 Northwestern Hwy Suite 700
Southfield, MI 48075

COVERAGES

CERTIFICATE NUMBER: 18/19 Master w/Pollution

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)

Where required by written contract, Orion Charter Township is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respect to Automobile & Pollution Liability. GL, Auto, Pollution & Workers Comp policies include waiver of subrogation on behalf of certificate holder as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

CERTIFICATE HOLDER

Orion Charter Township
2525 Joselyn Road
Lake Orion, MI 48360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured If Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. CANCELLATION 2. b. of the COMMON POLICY CONDITIONS is replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED “AUTOS”
   Description Of Covered Auto
   Designation Symbols; Symbol 8 is replaced by the following:

   8 = Hired “Autos” Only - Only those “autos” you lease, hire, rent or borrow; including “autos” your employee hires at your direction, for the purpose of conducting your business. This does not include any “auto” you lease, hire, rent, or borrow from any of your “employees” or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who is An Insured provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to “bodily injury” nor “property damage” arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.
4. EMPLOYEES AS INSURED
The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS
The following amends SECTION II - LIABILITY COVERAGE, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:
(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION
The following is added to the SECTION II - LIABILITY COVERAGE, B. Exclusions Fellow Employee

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE
The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:

d. Expense Of Returning A Stolen "Auto"
We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage
We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. GLASS BREAKAGE DEDUCTIBLE
The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the
covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

4. Coverage Extension

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair, minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

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461-0155 (9-97)
or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is
excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered “auto” described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of “loss” to a covered “auto”, to remove and transfer your materials and equipment from the covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered “auto”. If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered “auto” and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve “autos” available to you for your operations.

If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE provision:

When a “loss” results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for “loss” in any one “accident” is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the “loss”; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE provision:

If, because of damage, destruction or theft of a covered “auto”, which is a long-term leased “auto”, the lease agreement between you and the lessor is terminated, “we” will pay the difference between the amount paid under paragraph C. LIMIT OF INSURANCE 1. or 2. and the amount due at the time of “loss” under the terms of the lease agreement applicable to the leased “auto” which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered “auto” which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:

   d. Knowledge of any “accident”, claim, “suit” or “loss” will be deemed knowledge by you when notice of such “accident”, claim, “suit” or “loss” has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5, Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS is replaced by the following:
5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an “insured contract”, written agreement, or permit, prior to the “accident” or “loss” giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the “accident” or “loss” to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect your right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory provision:

e. Outside the coverage territory described in a., b., c., and d. above for an “accident” or “loss” resulting from the use of a covered “auto” you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

20. **MENTAL ANGUISH**

Paragraph C. “Bodily Injury”, SECTION V - DEFINITIONS is replaced by the following:

C. “Bodily Injury” means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is amended as follows:

1. Paragraph 1. is replaced by the following:
   The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.

2. Paragraph 3. is replaced by the following:
   We will mail or deliver our notice to the first Named Insured’s last mailing address known to us or our authorized agent.

3. Paragraph 5. is replaced by the following:
   If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added and supersedes any other provision to the contrary:

Nonrenewal

If we decide not to renew this Policy, we will or mail deliver to the first Named Insured’s last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing shall be sufficient proof of notice.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKD WAIVER REQUIRED ONLY BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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Insurance Company

Hanover American Ins Co.

Countersigned by

Signature
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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<td>2. Additional Insured – Primary and Non-Contributory</td>
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<td>3. Blanket Waiver of Subrogation</td>
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<td>9. Newly Acquired or Formed Organizations - Covered until end of policy period</td>
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<td>11. Supplementary Payments Increased Limits</td>
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<td>- Loss of Earnings</td>
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<td>12. Unintentional Failure to Disclose Hazards</td>
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<td>13. Unintentional Failure to Notify</td>
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This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

   The following is added to SECTION II — WHO IS AN INSURED:

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

   (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

   (2) Premises you own, rent, lease or occupy;

   (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

      (1) Only applies to the extent permitted by law; and

      (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessee of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessee.

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(I) The occurrence takes place after you cease to be a tenant in that premises; or

(II) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a job site and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:
a. worked on; or
b. used in your manufacturing process.
c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence
The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause
The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Liberalization Clause
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period
a. SECTION I – COVERAGEs, COVERAGE C – MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph e.(3)(b) is replaced by the following:
   (b) The expenses are incurred and reported to us within three years of the date of the accident; and
b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations
SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:
a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft
SECTION I – COVERAGEs, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:
g. Aircraft, Auto Or Watercraft
   (2) A watercraft you do not own that is:
      (a) Less than 51 feet long; and
      (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits
SECTION I – SUPPLEMENTARY PAYMENTS COVERAGEs A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards
The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify
The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>SUMMARY OF COVERAGES</th>
<th>Included</th>
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<tbody>
<tr>
<td>1. Additional Insured – Broad Form Vendors</td>
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<tr>
<td>2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage</td>
<td></td>
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<tr>
<td>3. Aggregate Limit per Location</td>
<td></td>
</tr>
<tr>
<td>4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew</td>
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</tr>
<tr>
<td>5. Alienated Premises</td>
<td></td>
</tr>
<tr>
<td>6. Broad Form Named Insured</td>
<td></td>
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<tr>
<td>7. Damage to your Product</td>
<td>$50,000</td>
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<tr>
<td>8. Extended Property Damage</td>
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<tr>
<td>9. Incidental Malpractice (Employed nurses, EMT’s &amp; paramedics)</td>
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<tr>
<td>10. Mobile Equipment Redefined</td>
<td></td>
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<tr>
<td>11. Personal Injury – Broad Form</td>
<td></td>
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<tr>
<td>12. Product Recall Expense</td>
<td></td>
</tr>
<tr>
<td>- Each Occurrence Limit</td>
<td>$25,000</td>
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<tr>
<td>- Aggregate Limit</td>
<td>$50,000</td>
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<tr>
<td>- Deductible</td>
<td>$500</td>
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<tr>
<td>13. Property Damage Legal Liability – Broad Form</td>
<td></td>
</tr>
<tr>
<td>- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>- Damage Limit</td>
<td></td>
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</table>

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

   The following is added to SECTION II – WHO IS AN INSURED:

   Additional Insured – Broad Form Vendors

   a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of your products which are distributed or sold in the regular course of the vendor’s business.

   b. The insurance afforded to such vendor described above:

      (1) Only applies to the extent permitted by law;

      (2) Will not be broader than the insurance

   which you are required by the contract or agreement to provide for such vendor;

   (3) Will not be broader than coverage provided to any other insured; and

   (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

   c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

      The insurance afforded to the vendor does not apply to:

      (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This
exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage

The following is added to SECTION II – WHO IS AN INSURED, Paragraph 2.e.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

3. Aggregate Limit Per Location

a. SECTION III – LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to SECTION V – DEFINITIONS:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew

The following is added to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.:

This exclusion does not apply to:

g. Aircraft, Auto or Watercraft

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.
5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

b. That is not a partnership, joint venture or limited liability company; and

c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

7. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph k. Damage to Your Product is replaced by the following:

“Property damage” to “your product” if caused by any of the following:

(1) Delay in, or failure to begin, complete or deliver, “your product”;

(2) Loss of market;

(3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured’s consent or knowledge; or

(4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to “Your Product” Limit shown in the Schedule above is the most that we will pay because of all “property damage” to “your product” arising out of any one “occurrence”.

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

8. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph e. is replaced by the following:

a. Expected or intended Injury

Bodily injury or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

9. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

10. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. “Mobile Equipment”, paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14. “Personal and advertising injury” subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to SECTION V – DEFINITIONS, Definition 14. “Personal and advertising injury”:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an “employee”, not to the employment,
prospective employment or termination of any person or persons by an insured.

d. The following is added to SECTION V – DEFINITIONS:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY is excluded either by the provisions of the Coverage Form or by endorsement.

12. Product Recall Expense

a. SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph n. is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to SECTION II – WHO IS AN INSURED, Paragraph 3.:

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to SECTION III – LIMITS OF INSURANCE:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGE of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated:

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the
Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible
We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. The following definitions are added to SECTION V - DEFINITIONS:
"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

a. Necessary and reasonable expenses for:
(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
(3) Remuneration paid to your regular "employees" for necessary overtime;
(4) Hiring additional persons, other than your regular "employees";
(5) Expenses incurred by "employees" including transportation and accommodations;
(6) Expenses to rent additional warehouse or storage space;
(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:
(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance, subparagraph b. Excess Insurance, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

d. **SECTION V - DEFINITIONS**, Definition 9. "insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR’S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

<table>
<thead>
<tr>
<th>Name of Person or Organization:</th>
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<tbody>
<tr>
<td>Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.</td>
</tr>
</tbody>
</table>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:
Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to bodily injury or property damage occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.
ID Number: 800434879
Summary for: 123.NET, INC.
The name of the DOMESTIC PROFIT CORPORATION: 123.NET, INC.

The name was changed from: LOCAL EXCHANGE CARRIERS OF MICHIGAN, INC. on 07-06-2010
The name was changed from: MUTUAL INFORMATION EXCHANGE, INC. on 02-09-2001
The name was changed from: MIDWEST INFORMATION EXCHANGE, INC. on 11-20-1997

Entity type: DOMESTIC PROFIT CORPORATION
Identification Number: 800434879  Old ID Number: 413969

Date of Incorporation in Michigan: 08/16/1996
Purposes: All Purpose Clause
Term: Perpetual


The name and address of the Resident Agent:
Resident Agent Name: DAN IRVIN
Street Address: 24700 NORTHWESTERN HWY. STE. 700
Apt/Suite/Other:
City: SOUTHFIELD  State: MI  Zip Code: 48075

Registered Office Mailing address:
P.O. Box or Street Address:
Apt/Suite/Other:
City:  State:  Zip Code:

Act Formed Under: 184-1972 Business Corporation Act

Total Authorized Shares: 60,000

Written Consent

View Assumed Names for this Business Entity

60

View filings for this business entity:
https://cofs.lara.state.mi.us/CorpWeb/CorpSearch/CorpSummary.aspx?ID=800434879&SEARCH_TYPE=1
### LARA FOIA Process

<table>
<thead>
<tr>
<th>Transparency</th>
<th>Office of Regulatory Reinvention</th>
<th>State Web Sites</th>
</tr>
</thead>
</table>


Copyright © 2018 State of Michigan
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PROFIT CORPORATION ANNUAL REPORT
2018
Due May 15, 2018  File Online at www.michigan.gov/corpfileonline

Identification Number 800434879  Corporation name 123.NET, INC.

Resident agent name and mailing address of the registered office
DAN IRVIN
24700 NORTHWESTERN HWY. STE. 700
SOUTHFIELD, MI 48075

For Bureau use only
Fee Received
☑ $25 before May 16
☐ $35 (May 16 - 31)
☐ $45 (June 1 - 30)
☐ $55 (July 1 - 31)
☐ $65 (Aug 1 - 31)
☐ $75 after August 31

The address of the registered office
24700 NORTHWESTERN HWY. STE. 700
SOUTHFIELD, MI 48075

CORPORATIONS DIVISION
MAY 23 2018

If no change in the address of the registered office and/or resident agent proceed to Item 4.

1. Mailing address of registered office in Michigan if changed (may be a P O Box)
2. Resident Agent if changed

3. The address of the registered office in Michigan if changed (a P O Box may not be designated as the address of the registered office)

4. Describe the general nature and kind of business in which the corporation engaged in during the year covered by this report
Telecommunications

<table>
<thead>
<tr>
<th>NAME</th>
<th>BUSINESS OR RESIDENCE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drill Irvin</td>
<td>24700 Northwestern Hwy, Ste 700, Southfield, MI 48075</td>
</tr>
</tbody>
</table>

5. President (Required)
6. Secretary (Required)
7. Treasurer (Required)

If different than Officers
If different than Officers
If different than Officers
If different than Officers

6. Signature of authorized officer or agent
Title: CEO  Date: 2-23-18  Phone (Optional)

Filing Fee $25

If received after May 15, penalty fees will be assessed.

If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 284, Public Acts of 1972, as amended. Failure to file this report may result in the dissolution of the corporation. Late filing will result in penalty fees.
Agenda Item Summary

To: Chris Barnett, Orion Township Supervisor
From: Aaron Whatley, Parks and Recreation Director
Meeting Date: January 21, 2019
Memo Date: January 14, 2019
Subject: Purchase of John Deere Gators

REQUEST: Purchase John Deere Gators

REASON: The Orion Township Parks and Recreation Department received quotes for purchasing a John Deere Gator. We received quotes from JW Turf, Tri County and Weingratz, with J.W. Turk, Inc. being the lowest.

The Parks and Recreation Department is requesting to purchase two John Deere TS Gators for general athletic field maintenance, at a total cost of $14,061.36.

J.W. Turk has offered $1,000.00 to trade-in our oldest John Deere Gator. The Polly Ann Trail Council has also submitted a $1,000.00 offer to purchase the used John Deere Gator.

PROCESS:

BUDGET - Financial Item? Yes X No

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay Vehicles</td>
<td>208-751-978.000</td>
<td></td>
<td>$15,088.11</td>
<td>$14,061.36</td>
<td>$ 1,026.75</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)

Approve the Parks and Recreation Department to purchase two John Deere TS Gators for a total cost of $14,061.36 and approve the sale of a used John Deere Gator to the Polly Ann Trail Council for $1,000.00.
Quote Id: 18603370

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
J. W. Turf, Inc.
29321 Garrison Road
Wixom, MI 48393-2326
248-446-0397
admin@jwturf.com

Prepared For:

Orion Township Parks & Recreation Bldg & Grounds Dept

Proposal For:

Delivering Dealer:
Rusty Willard
J. W. Turf, Inc.
29321 Garrison Road
Wixom, MI 48393-2326
248-446-0397
admin@jwturf.com

Quote Prepared By:
RUSTY WILLARD
616-485-2545
rwillard@jwturf.com

Date: 30 November 2018
Offer Expires: 31 December 2018
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
J. W. Turf, Inc.
29321 Garrison Road
Wixom, MI 48393-2326
248-446-0397
admin@jwturf.com

---

Quote Summary

Prepared For:  Orion Township Parks & Recreation Bldg & Grounds
Dept
2525 Joslyn Rd
Lake Orion, MI 48360
Business: 248-391-0304

Delivering Dealer:  J. W. Turf, Inc.
Rusty Willard
29321 Garrison Road
Wixom, MI 48393-2326
Phone: 248-446-0397
Mobile: 616-485-2545
rwillard@jwturf.com

Quote ID: 18603370
Created On: 30 November 2018
Last Modified On: 11 January 2019
Expiration Date: 31 December 2018

---

Equipment Summary

<table>
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<tr>
<th>Product</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
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</thead>
<tbody>
<tr>
<td>John Deere TS Gator</td>
<td>$ 7,030.68</td>
<td>2</td>
<td>$ 14,061.36</td>
</tr>
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</table>

**Contract:** Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)
**Price Effective Date:** November 30, 2018

**Equipment Total**
$ 14,061.36

---

Trade In Summary

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Each</th>
<th>Extended</th>
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<tbody>
<tr>
<td>JOHN DEERE TS 4X2 GATOR</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
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</table>

**Trade In Total**
$ 1,000.00

---

**Quote Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Equipment Total</td>
<td>$14,061.36</td>
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<tr>
<td>Trade In</td>
<td>$1,000.00</td>
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<tr>
<td>SubTotal</td>
<td>$13,061.36</td>
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<tr>
<td>Est. Service Agreement Tax</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$13,061.36</td>
</tr>
<tr>
<td>Down Payment</td>
<td>(0.00)</td>
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</tbody>
</table>

---

Salesperson: X ______________
Accepted By: X ______________
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
J. W. Turf, Inc.
29321 Garrison Road
Wixom, MI 48393-2326
248-446-0397
admin@jwturf.com

Rental Applied  (0.00)
Balance Due  $ 13,061.36
Selling Equipment

**Quote Id:** 18603370  
**Customer Name:** ORION TOWNSHIP PARKS & RECREATION BLDG & GROUNDS DEPT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
J. W. Turf, Inc.  
29321 Garrison Road  
Wixom, MI 48393-2326  
248-446-0397  
admin@jwturf.com

---

## John Deere TS Gator

**Hours:**  
**Stock Number:**  
**Contract:** Sourcewell Grounds Maintenance 062117-DAC  
(PG NB CG 70)  
**Price Effective Date:** November 30, 2018  
* Price per item - includes Fees and Non-contract items

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td>571JM</td>
<td>TS (Model Year 19)</td>
<td>2</td>
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### Standard Options - Per Unit

<table>
<thead>
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<th>Code</th>
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<tbody>
<tr>
<td>001A</td>
<td>US/Canada</td>
<td>2</td>
</tr>
<tr>
<td>0501</td>
<td>PR - Base</td>
<td>2</td>
</tr>
<tr>
<td>1015</td>
<td>Turf Tires</td>
<td>2</td>
</tr>
<tr>
<td>2016</td>
<td>Non Adjustable Seat</td>
<td>2</td>
</tr>
<tr>
<td>3100</td>
<td>Cargo Box Manual Lift</td>
<td>2</td>
</tr>
<tr>
<td>4099</td>
<td>Less Front Protection Package</td>
<td>2</td>
</tr>
<tr>
<td>4199</td>
<td>Less Rear Protection Package</td>
<td>2</td>
</tr>
<tr>
<td>6018</td>
<td>Less Rear Receiver Hitch</td>
<td>2</td>
</tr>
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</table>

### Dealer Attachments/Non-Contract/Open Market

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
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</thead>
<tbody>
<tr>
<td>BM17801</td>
<td>1.25 in. Rear Receiver Wagon Hitch</td>
<td>2</td>
</tr>
<tr>
<td>PM05201</td>
<td>51mm (2-in.) hitch ball for ball-type hitch. Order ball mount separately.</td>
<td>2</td>
</tr>
<tr>
<td>BM23765</td>
<td>Cargo Box Power Lift Kit</td>
<td>2</td>
</tr>
</tbody>
</table>
January 22, 2019

Mr. Aaron Whatley
Orion Township Park and Recreation Director
2525 Joslyn Road
Lake Orion, MI 48360

Dear Director Whatley:

At the January 16, 2019 Polly Ann Trailway Management Council (“Council”) meeting, Trailway Manager Linda Moran informed the Council that the Charter Township of Orion Parks and Recreation Department was offering the Council the opportunity to purchase a John Deere Gator utility vehicle.

The price to purchase the John Deere Gator is $1,000.00.

The Council voted and unanimously approved the purchase of the John Deere Gator.

Attached are draft minutes to confirm the Council’s decision to make the purchase.

Please forward this letter to the appropriate personnel necessary to approve the sale of the John Deere Gator to the Council.

Please contact me if you have any questions.

Thank you.

Curtis W. Wright, Chairman
Polly Ann Trailway Management Council
Agenda Item Summary

To: Chris Barnett, Township Supervisor
From: Aaron Whatley, Parks Director
Meeting Date: January 22, 2019
Memo Date: January 16, 2019
Subject: Request for Proposals for 2019-2020 Lawn Mowing services

REQUEST
Approve the request to advertise for sealed bids for 2019-2020 Lawn Mowing services.

REASON
We are requesting to advertise for Lawn Mowing services. The contract will encompass safety path/trails, fire stations and Township grounds.

PROCESS

<table>
<thead>
<tr>
<th>BUDGET - Financial Item?</th>
<th>Yes</th>
<th>No</th>
<th>If yes, fill out information below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Name</td>
<td></td>
<td></td>
<td>Description</td>
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<tr>
<td>Account No.</td>
<td></td>
<td></td>
<td>Budget Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Remaining Budget</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Approve the request to advertise for sealed bids for 2019-2020 Lawn Mowing services.
Agenda Item Summary

To: Chris Barnett, Township Supervisor
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: January 22, 2019
Memo Date: January 16, 2019
Subject: Request for Proposals for Township properties fertilization and weed treatment

REQUEST
Approve the request to advertise for sealed bids for fertilization and weed treatment on Township properties.

REASON
Fertilization and weed treatment is an important factor in insuring our athletic fields and green spaces remain in a healthy condition. We are requesting to advertise for sealed bids for fertilization and weed treatment on Township properties.

PROCESS

<table>
<thead>
<tr>
<th>BUDGET - Financial Item?</th>
<th>Yes</th>
<th>No</th>
<th>If yes, fill out information below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Name</td>
<td>Account No.</td>
<td>Description</td>
<td>Budget Amount</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Approve the request to advertise for sealed bids for fertilization and weed treatment on Township properties.
Agenda Item Summary

To: Chris Barnett, Supervisor
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: January 22, 2019
Memo Date: January 15, 2019
Subject: Sale of Vehicles

REQUEST
I am requesting permission to advertise, seeking sealed bids for the sale of two Parks & Recreation vehicles: a 2006 GMC 2500HD EXT and a 1987 Dodge Utility Truck.

REASON
Both vehicles are currently not operational

PROCESS

<table>
<thead>
<tr>
<th>BUDGET - Financial Item?</th>
<th>Yes</th>
<th>No</th>
<th>If yes, fill out information below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Name</td>
<td>Account No.</td>
<td>Description</td>
<td>Budget Amount</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Board action would be to approve advertising for sealed bid for the sale of both the 2006 GMC 2500HD EXT and the 1987 Dodge Utility Truck.
To: Chris Barnett, Supervisor

From: Jeff Stout, Director of Public Services

Meeting Date: January 22, 2019

Memo Date: January 17, 2019

Subject: OC CISMA MOU Agenda Item

REQUEST
Township Board approval to sign the updated Memorandum of Understanding for our part in the Oakland County CISMA organization.

REASON
The 2017 MOU has been terminated by it's members and a new one has been amended.

PROCESS
The purpose of the MOU is to establish and document an organizational framework of collaboration and cooperation between the members to work toward addressing the effects of invasive species across jurisdictional boundaries.

BUDGET - Financial Item? Yes x No
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Request that the Township Board direct the Supervisor to sign the updated MOU to allow for our continued involvement in the OC CISMA group.
This Memorandum of Understanding (MOU) is made and entered into by and among the undersigned entities, which are collectively referred to in this MOU as the “Members” or individually as a “Member.”

In 2014, certain Members entered into an Oakland County Cooperative Invasive Species Management Area (OC CISMA) by signing the MOU. In 2015 and again in 2017, the Members terminated the MOU and entered into a new MOU that is being amended and restated herein.

Members of this CISMA may include governmental units (such as townships, cities or villages, or Oakland County), institutions of higher education, and non-profit conservation organizations that share a common interest or have expertise in the areas of invasive species management in Oakland County.

I. PURPOSE:

The purpose of this MOU is to establish and document an organizational framework of collaboration and cooperation between the Members to work toward addressing the effects of invasive species across jurisdictional boundaries.

II. ESTABLISHMENT OF THE OC CISMA:

The Members establish the Oakland County Cooperative Invasive Species Management Area (“OC CISMA”), which encompasses properties that are operated on or managed by the Members.

III. STATEMENT OF MUTUAL INTENT, BENEFIT AND INTEREST:

The Members of the CISMA are presently encountering invasive species control issues on lands within the OC CISMA and have a mutual intent to undertake and/or coordinate certain actions to address such issues, including, but not limited to the following:

- Administering programs for purposes of controlling and preventing the spread of invasive species;
- Education and outreach programs regarding invasive species and management methods; and
- Applying for grant funding to support the above. Collaborative projects involving several governmental units and/or organizations have a higher likelihood of receiving funding than projects involving a single government unit or organization.

The Members agree that it is to their mutual benefit and interest to work cooperatively to inventory, monitor, control, and prevent the spread of invasive species within and across
jurisdictional boundaries within the OC CISMA. This cooperative effort will achieve better management of invasive species while improving working relationships between the Members and the public.

IV. STEERING COMMITTEE:

The OC CISMA Steering Committee (the “Steering Committee”) has been established and shall consist of one (1) representative from each Member. Each Member is allowed to appoint alternate representatives. The Steering Committee representative and alternates shall be appointed by the governing body of each Member. The representative or alternate may not act on behalf of the member until the Steering Committee Secretary has received a signed MOU and verification of representative from the Member. Each Member shall have one vote.

By majority vote, the Steering Committee may allow additional parties to join the OC CISMA and be signatories to this MOU.

The Steering Committee shall: (i) assist in the coordination and/or undertaking of the actions described in Section III; (ii) provide expertise and oversight to invasive species management activities within the OC CISMA; (iii) provide expertise and coordinate grant applications of or for the Members relative to areas within the OC CISMA; (iv) be organized and undertake such other duties and responsibilities as set forth in the Bylaws: OC CISMA Organization and Governance; and (v) review and update those ByLaws as needed.

V. GRANTS AND OTHER FUNDING:

A. The Steering Committee will work to identify opportunities for grant funding and other funding sources to carry out the programs, undertakings, activities, purposes and intentions of this MOU and shall assist the Members in making applications and coordinating commitments from the Members for matching funds relative to such applications.

B. Each Member will decide whether to participate/join in a particular grant application or application for other funding. A Member must communicate this decision in writing to the Steering Committee. If a Member decides to participate/join in a particular grant application or other funding application, then the Member agrees to contribute matching funds in reasonable proportion to the amount of funding to be expended within and for the benefit of that Member's community.

C. The OC CISMA and Steering Committee do not meet the definition of legal entities. The Steering Committee will designate a Lead Agency (a legal entity) to apply for grants or other funding and to receive and distribute funds from grants or other funding sources. The Lead Agency shall not decide the allocation of funds among the Members. The allocation of funds shall be set forth in the grant application/agreement or other funding agreement and, if not, the Steering Committee, by majority vote, shall allocate the funds among the Members who participated/joined the grant application or other funding source application.

D. Grant funds and other funding shall be used only for purposes that are allowed and intended under the grant application and any agreement or requirements issued by the funding agency.
or organization. All Members participating in a grant shall fully and promptly cooperate and comply with all applicable grant application requirements, grant agreement requirements (including any accounting, auditing, record keeping requirements), other requirements of the funding agency or organization that are conditions of the award of the funding, and all applicable laws, rules, regulations, and ordinances.

VI. MISCELLANEOUS:

A. RETENTION OF JURISDICTION. Each Member retains primary jurisdiction, responsibility and management of lands under its ownership and jurisdiction, which may include, among other things, entering into separate arrangements to implement invasive species management activities.

B. Each Member will, to the extent contemplated under this MOU, coordinate priorities, actions, and resources for preventing, eradicating, containing, and controlling invasive species within the OC CISMA.

C. SUPPORTING PARTNERS. Other organizations that are supportive of, and interested in participating in some capacity in the undertakings implemented by the OC CISMA under this MOU may join as Supporting Partners without signing the MOU, and are not considered Members. This could include both organizations that support and assist the OC CISMA, and organizations that seek support and assistance from the OC CISMA. Supporting members are ineligible to vote.

D. NO TRANSFER OF REAL PROPERTY INTERESTS. This MOU does not transfer and does not intend to transfer real property rights that each Member has to its lands that are in the OC CISMA.

E. PRINCIPAL CONTACTS. The principal contacts for each Member shall be the Steering Committee representative appointed by and for each Member.

F. ADMINISTRATION OF FUNDING, CONTRACTS, PROPERTY. The manner, method, and requirements regarding the receipt, deposit, disbursal, and expenditure of funding under any grant or source of funding shall be proposed by the Executive Committee and approved by the Steering Committee. The manner, method and any requirements regarding the actions of entering into any contracts or acquiring, owning, taking custody, operating, maintaining, leasing, selling or disposing of personal property shall be proposed by the Executive Committee and approved by the Steering Committee unless additional funds are required from members which shall require approval by each Member's governing body.

G. NON-EXCLUSIVE. This MOU is not exclusive and does not prohibit or restrict the ability, right, and option of a Member to make application for individual grants or to work cooperatively with other communities, agencies or organizations in making separate grant applications. Additionally, this MOU in no way restricts the Members from participating with other public or private agencies, organizations, and individuals in activities, programs or projects that are similar to those undertaken by Members.
H. TERMINATION. A Member may terminate its participation in the CISMA at any time, subject to the following: (i) A terminating Member shall provide the other Members at least ninety (90) days advance written notice of the effective date of its termination; and (ii) if a Member has committed to provide matching funds for a grant application, grant agreement or other funding agreement, then a Member may not terminate its participation in the CISMA until it pays the committed matching funds to the Lead Agency and fulfills all applicable grant or funding agreement requirements or unless a majority of the Steering Committee membership votes to allow such Member to terminate its participation in the CISMA without paying its matching funds and without fulfilling the applicable agreement requirements. Terminating participation in the CISMA does not relieve a Member from complying with the requirements of an executed grant agreement or other funding agreement.

This MOU shall continue in effect for so long as two or more Members remain or until the Steering Committee unanimously votes to dissolve the OC CISMA.

I. LIABILITIES. Each Party shall be responsible for the acts and omissions of its own employees, officials, and/or agents. Nothing herein is intended to waive governmental immunity provided in accordance with applicable law.

J. AMENDMENT OF MOU. Modifications or amendments of this MOU shall be set forth in a written amendment or restatement of this MOU that has been approved by the governing bodies of all Parties and signed by its designated official. Except that this MOU may be amended, pursuant to Section IV, to add additional parties; for such amendment to be effective the additional party must sign this MOU and forward the signature page to the Steering Committee Secretary.

K. The 2017 MOU is hereby amended and restated as Revised December 2018.

L. COUNTERPARTS & ELECTRONIC SIGNING. This MOU, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this MOU, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this MOU is sought. Signature to this MOU transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below:

Signatures begin on the next page.
______  ________________________ (MEMBER)______

By: ____________________________________________
Print Name: _____________________________________
Title: ___________________________________________
Date: ____________________________________________

Signatures continue on the next page.

(repeated)
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: January 22, 2019
Memo Date: January 17, 2019
Subject: RCOC Property Conveyance at Baldwin and Jordan Roads

REQUEST

Attached is a communication from Dan Kelly, Township Attorney regarding the proposed Quit Claim Deed for a pocket park at the corner of Baldwin and Jordan. Also attached is a proposed Agreement to Grant Access Easement (Exhibit B).

REASON

PROCESS

BUDGET - Financial Item? X Yes No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATIONS (Motions)

QUIT CLAIM DEED:
Move to approve acceptance of the Quit Claim Deed from the Board of County Road Commissioners of the County of Oakland for the property located at corner of Baldwin and Jordan Roads for the sum of $1.00 and authorize Township Administration to make payment of same and execute any and all necessary documents to complete and record the conveyance.

EASEMENT:
Contingent upon approval of the conveyance by RCOC, move to approve the Agreement to Grant Access Easement to Property Acquisitions, LLC, and upon the terms and conditions set forth therein, authorize the Township Supervisor and Clerk to execute same for recording with the County Register of Deeds.

attachments
ACCESS EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (09-32-377-001)

A parcel of land situated in the SW 1/4 of Section 32, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as follows:

Lots 149 and 150, "Supervisor's Plat No. 5", according to the plat thereof as recorded in Liber 54A, Page 93 of Plat, Oakland County Records, Oakland County, Michigan, except that part taken for Baldwin Road by Declaration of Taking as recorded in Liber 18062, Page 216 of Plat, Oakland County Records. Subject to all easements and restrictions of record, if any.

60 FT. ACCESS EASEMENT

A 60 foot access easement being part of land situated in the SW 1/4 of Section 32, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as follows:

Beginning at the NE corner of Lot 149, "Supervisor's Plat No. 5", according to the plat thereof as recorded in Liber 54A, Page 93 of Plat, Oakland County Records, Oakland County; thence S 01°13'30" W 100.0 feet along the East line of Lots 149 and 150; thence N 89°55'00" W 60.0 feet along the South line of Lot 149 and the North line of Lot 148; thence N 01°13'30" E 100.0 feet; thence S 89°55'00" E 60.0 feet along the South right of way line of Jordan Drive and the North line of Lot 150 to the Point of Beginning.

Contains 6,000 square feet or 0.138 of land, more or less. Subject to all easements and restrictions of record, if any.
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: January 22, 2019
Memo Date: January 17, 2019
Subject: Odd Job Request for Temporary Operating Hours

REQUEST

The request below was received fromAaron Walters of Odd Job Disposal on January 9, 2018:

We would like to formally ask if the township would allow us to have our trucks on the roads in Lake Orion on Sundays. We know it is against Orion Township’s ordinance and we were hoping the Township would allow us for a short period of time. We would like the extra day to help us get caught up with residential pickups. We are looking to start January 13th, 2019 and go until February 3rd, 2019. Please let us know if this is possible, so we can add it to our plan of action or need to figure out another solution. Thank you so much for you time and consideration.

REASON

PROCESS

BUDGET - Financial Item? X Yes No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATIONS (Motions)

Approved the request and allow Odd Job Disposal to operate on Sundays from January 27 – February 3, 2019.
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: January 22, 2019

Memo Date: January 17, 2019

Subject: 2020 Census Complete Count Committee

REQUEST

Attached please find a draft letter requesting volunteers for the Orion Township 2020 Census Complete Count Committee.

REASON

Orion Township is forming a Complete Count Committee comprised of local leaders, influencers, and advocates to reach a goal for increased participation in the 2020 Census. The Township has a goal for 95% participation, an 11% increase in participation from the 2010 Census. Population totals from the Census are used for important government decisions, such as determining the number of seats each State has in the House of Representatives, the redrawing of legislative and school district boundaries, and the distribution of approximately $675 billion in Federal funding, among many more. The following organizations have been identified for inclusion on the Committee, based on the hard to reach demographics and interest groups identified by the U.S. Census, as well as wholistic representation of the Orion Township area and community.

**Community**
- Orion Township
- Village of Lake Orion
- Gingellville
- Lake Orion Public Library
- Lake Orion Lions Club
- Lake Orion Sunrise Rotary Club
- ONTV

**Veterans**
- VFW
- American Legion Post 233

**Seniors**
- Seniors Helping Seniors
- Beacon Square

**Faith Based**
- St. Joseph's Catholic Church
- Woodside Bible Church
- First Baptist Church of Lake Orion
- King of Kings Lutheran Church

**Youth/Family**
- Lake Orion Community Schools
- Love INC of North Oakland County

**Businesses**
- Orion Area Chamber of Commerce

**Renters**
- Indian Lake Village
- Orion Lakes MHC
- Sycamore Creek

**Neighborhoods**
- Keatington HOA
- Waldon Park HOA
- Heather Lakes Estates HOA

BUDGET - Financial Item?  [ ] Yes  [X] No  If yes, fill out information below:

RECOMMENDATIONS (Motions)

Support the Township Supervisor in establishing the community-volunteer Complete Count Committee for the 2020 Census.
Orion Township is establishing a 2020 Census Complete Count Committee (CCC), and is requesting your participation as a volunteer on this Committee.

The 2020 Census Day is April 1, 2020. While Census Day is still over a year away, now is the time for Orion Township to get prepared and spread the word. The population totals from the Census are more than just a headcount, they are used for many important government decisions, such as determining the number of seats each State has in the House of Representatives, the redrawing of legislative and school district boundaries, the distribution of approximately $675 billion in Federal funding, planning for future community and transportation needs, planning for future land use, and determining areas eligible for housing assistance and rehabilitation loans, among many more.

As a result, a complete and accurate count during the Census is extremely important for Orion Township. In 2000, the participation rate for Orion Township was 86%. Similar to many other areas in Oakland County, the participation rate decreased for the 2010 Census, to 84%; the median participation rate in Oakland County. Southfield Township, at 89%, had the highest participation rate in Oakland County for the 2010 Census. For the 2020 Census, Orion Township is striving for over 95% participation!

To reach our goal for increased participation, Orion Township is forming a CCC comprised of local leaders, influencers, and advocates. This volunteer committee will be tasked with increasing awareness and motivating fellow residents to respond to the 2020 Census, especially those groups, as identified by the Census Bureau, who are less likely to respond or are often missed. These target groups include, but are not limited to, veterans, people with disabilities, renters, immigrants, minorities, language constrained, senior citizens, children under five, and people living in poverty.

As a volunteer on the CCC, you will be asked to use your local knowledge, expertise, and influence to help design and implement a Census awareness campaign and other creative strategies targeted to the community and the identified hard-to-reach groups, with the goal to increase the self-response rate for households in Orion Township. Volunteers are asked to commit to serving on the CCC until the 2020 Census is over, including approximately five in-person, committee-as-a-whole meetings. We also ask that you identify one back-up to fill in for the times you are unavailable.

If you, or an actively engaged representative of your organization/community/congregation are willing to become a dedicated volunteer on the Orion Township Complete Count Committee, please respond to the Orion Township Supervisor’s Office by Friday, February 18, 2019, with your identified representative and back-up, at 248-391-0304, ext. 1003 or emailing jbhatti@oriontownship.org.

Our Complete Count Committee Kick-Off meeting is scheduled for #:# a.m. on March #, 2019 at the Orion Center, 1335 Joslyn Road, Lake Orion. I hope to see you there!

Sincerely,

Chris Barnett
Orion Township Supervisor
Oakland County Sheriff's Office
Orion Township Substation

Weekly "Calls for Service" Summary:

**Time period: 12-31-2018 to 01-06-2019**

- Calls for service 312
- Felony Arrests 1
- Misdemeanor Arrests 1
- Vehicle Accidents 21

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19-0071 1/1/2019 1:27 AM  Operating While Intoxicated (OWI)

Deputies responded to the area of Scripps and Joslyn for an accident. Deputies discovered a 2003 Ford Ranger in the middle of the road. The vehicle had heavy front-end damage caused by striking a large rock and fire hydrant. The driver, a 28-year-old resident of Oxford, had a strong odor of intoxicating beverages emanating from his breath and person. He also had slurred speech and watery eyes. He admitted to consuming alcohol prior to the crash. The Driver was administered field sobriety tests and a PBT. He was subsequently arrested for OWI and transported to the hospital for a blood draw. He was transported to the Oakland County Jail without incident. The case remains open, pending blood results.

19-00913 1/2/2019 12:34 PM  Larceny

Deputies responded to the 3000 block of Baldwin Square Dr. for a Larceny. The site manager arrived at the construction site to discover two heaters and two propane tanks missing. The items were last seen on Dec. 28th, 2018 at the end of the work day. The items were left un-secure inside a condo under construction. Deputies checked that area for suspects or evidence, but none were found. The investigation continues.
Deputies responded to the 100 block of Waldon for a larceny of construction materials report. The complainant, the general contractor, had lumber delivered on Monday 12/31/2018. When he returned to the job site on 01/02/2019 the lumber was missing. The lumber was left unsecured on the construction site. Deputies canvassed the area for evidence of suspects, neither were found. Detectives are continuing the investigation.

Deputies responded to the corner of Clarkston and Lapeer to assist a 64-year-old man who chooses to live on public property. Deputies coordinated an effort to have the man voluntarily evaluated at Common Ground and cleaned up in a coordinated effort with community volunteers to get the man known as “Bruce” off the roadside and out of the weather during winter months. Personal property of value was collected and taken with Bruce. Deputies noted the man’s condition appeared to have declined and clothing, bedding and other items were found to be contaminated with urine, old food items and fecal matter where the man sleeps. The man was safely transported to Common Ground where he was evaluated, showered and provided clean clothes. Deputies then transported the man to a local motel. An Adult Protective Services (APS) case initiated in August of 2018 by Deputies was reviewed and this incident was furthered to the APS agency with the intent of establishing improved health and welfare conditions for the man who appears not to be making appropriate decisions concerning his health. The case remains open for further investigation and State assistance on the man’s behalf. Orion Township officials responded to the scene and a hazardous material clean-up detail was completed in to remove yards of debris and make the scene safe.

Deputies responded to the 700 block of Laird for a Domestic Assault in progress. Responding Deputies located a 44 year old female resident of Davison, whom reported she was assaulted by her boyfriend. Deputies observed injuries on the victim that were consistent with her version of events. Deputies spoke to the boyfriend, a 46-year-old male resident of Lake Orion, and observed he also had injuries. Both parties refused medical treatment. Deputies Based on interviews and the physical evidence at the scene the 46-year-old male resident of Lake Orion was placed under arrest and lodged at the Oakland County Jail for Domestic Assault.
Deputies responded to the 4700 block of S. Baldwin Road after receiving several reports of a motor vehicle that had driven through the Dickies BBQ Restaurant front door. The responsible driver fled the scene on foot. Upon arrival, Deputies searched the area and were able to locate the driver of the vehicle at a business up the street. He was taken into custody. The driver, a 25-year-old male resident of the City of Royal Oak, stated to Deputies that he believes to have recognized an employee inside the restaurant who had allegedly sexually assaulted his ex-girlfriend 7-10 years ago. As a result, after placing his food order, the suspect returned to his vehicle and drove it into the building while yelling at the employee. There were no reported injuries. Detectives responded to the scene to assist with the investigation. Detectives spoke with all parties involved. It was determined that the subject who had driven his vehicle into the building had recently been discharged from a psychiatric hospital. The driver, a 25-year-old male resident of the City of Royal Oak, was arrested and lodged at the Oakland County Jail pending the issuance of criminal charges. The driver's story that he knew an employee was found to be unfounded and not credible.

Anyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911. Tipsters can remain anonymous.
Oakland County Sheriff's Office
Orion Township Substation

Weekly "Calls for Service" Summary:

Time period: 1-7-2019 to 1-13-2019

- Calls for service: 321
- Felony Arrests: 2
- Misdemeanor Arrests: 4
- Accidents: 10

19-4385 1/7/2019 3:22 PM Malicious Destruction of Property

Deputies responded to the 900 block of Pontiac Dr for a report of damaged property. A 39 year old Lake Orion resident reported his tires were “slashed.” The victim reported he heard his vehicle door open and close around 3:00 am and thought it was his step dad and went back to sleep. This morning the victim discovered his driver side tires flat and a new key mark on his driver door. The Victim believes the damage was done by a known suspect. This incident is under investigation.

19-5045 1/8/2019 2:45 PM Soliciting /Peddling Without a Permit

While on patrol in the 2000 block of Flintridge, A Deputy observed a vehicle stopped on the side of the road with the emergency flashers on with a male subject speaking to a female at a residence. The subject appeared to be soliciting business for Xfinity. The subject, a 41 year old resident of West Bloomfield, was asked if he had a permit to solicit business in Orion Township. He advised his company handles obtaining the permits. A check with the Orion Township revealed there was no permit obtained for his company. The subject was advised on the procedure in obtaining a permit. He was cited for Soliciting Without a Permit after he ignored the notice and continued.
Deputies responded to Lapeer Rd and Clarkston for a reckless driver. A witness called the OCSO Emergency Dispatch Center and reported a Malibu driving North on S Lapeer road swerving all over the road. Deputies located the vehicle and conducted a traffic stop at Speedway. The driver was identified as a 27 year old male resident of Lake Orion. A computer LEIN check of the driver revealed he had a valid arrest warrant out of Detroit for Felony Violation of Carrying a Concealed Weapon. The driver was placed under arrest and lodged at the Oakland County Jail on his warrant.

Deputies responded to the construction site, located at Baldwin and Jordan for a larceny complaint. The owner of the construction stated that his crew had arrived at the site in the morning to find the construction trailer had been broken into. The trailer was parked at the far east end of the condominium complex. Deputies discovered the rear doors of the trailer had been broken by the suspect/s to access the contents. Numerous drills, saws, hand tools, accessories and a ladder were stolen with a value of over $5000. Deputies observed tire tracks believed to be from the suspect vehicle and the scene was processed. Detectives are continuing the investigation.

While on patrol, in the area of Baldwin and Waterstone, a Deputy observed a 2006 Jeep Liberty traveling 55 mph in a 35-mph zone. The Deputy initiated a traffic stop and upon contact with the driver, he could smell a strong odor of intoxicating beverages emanating from the vehicle and the driver. The driver, a 26 year old resident of Waterford, was administered field sobriety tests and a PBT. The investigation revealed that the driver was OWI. He was arrested and transported to the hospital for a blood draw. A check of his driving record revealed the driver had two prior convictions for OWI. He was lodged at the Oakland County Jail on the charge of felony OWI 3rd.

Deputies responded to the 3000 block of Grafton Street for a Home Invasion in progress. The subject had entered the garage at the residence and assaulted two victims. Upon arrival of Deputies, the subject was being held down by the victims. A Deputy attempted to handcuff the subject, but he resisted and pulled away. The Deputy deployed his Taser to gain control. The subject continued to resist and was eventually taken into custody with the assistance of other Deputies.
The investigation revealed that the subject had entered the garage through an open door and began a conversation with the three occupants. The subject then became aggressive and argumentative. He began to punch one of the victims, a 24 year old resident of Orion, in his face. The assault escalated when the subject bit the victim on the leg and side. Another victim, a 23-year-old resident of Waterford, was assaulted when the subject punched her in the face. The subject stated he consumed three beers earlier in the night. He would not give any other information to Deputies. He was lodged at the Oakland County Jail on the charges of Home Invasion 2nd degree, Assault and Battery, Resisting and Obstructing a Police Officer.

**UPDATE:** Deputies returned to the residence in the afternoon, when the home owner had discovered the subject’s shoes where found inside the house and key fob inside their vehicle. The investigation revealed the subject had entered the house and removed his shoes prior to entering the garage. The suspect in not know to anyone at the home.

**19-8870  1/13/2019  11:14 PM  Felonious Domestic Assault Arrest/ Resist & Obstruct**

Deputies responded to the 1500 block of Tipton for a Domestic assault in progress after receiving multiple 9-1-1 calls from residents in the home. Upon arrival, a 28 year old female resident of Orion Township told Deputies her 41 year old boyfriend strangled her and attempted to kill her by throwing knives at her. The victim directed Deputies to the basement of the residence as they observed knives scattered throughout the house. During the arrest the suspect resisted and kicked a Deputy in the shin. Deputies gained control and placed the man into custody. The investigation revealed a 28-year-old female and her 41-year-old boyfriend became involved in a domestic fight. The suspect admitted to consuming alcohol and approximately 200 unknown pills prescribed to the victim. The male was placed under arrest for Felonious Assault/ Resist Obstruct and transported via ALS by Paramedics to McLaren Hospital - where the hospital had to be locked down due to his aggressive nature. The arrestee was admitted to the hospital for drug overdose. The victim refused medical treatment at the scene.

**Anyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous**
Total Response to calls for 2019 – 129
January 1, 2019 to January 15, 2019

Medicals – 96
Personal Injury Accidents – 7
Fires (Structure, Vehicle, Outdoor) - 1
Burning Complaints - 4
Citizen Assists - 7
Good Intent – 5
Other - 9

January 1, 2019
At approximately 00:35am, the fire department responded to a sick person.
At approximately 7:22am, the fire department responded to a person having a seizure.
At approximately 12:34pm, the fire department responded to a sick person.
At approximately 2:54pm, the fire department responded to a person with breathing difficulty.
At approximately 5:51pm, the fire department responded to a sick person.
At approximately 6:42pm, the fire department responded to a burn complaint.
At approximately 8:44pm, the fire department responded to an unconscious person.

January 2, 2019
At approximately 1:45am, the fire department responded to a lift assist.
At approximately 6:35am, the fire department responded to a person with chest pain.
At approximately 11:07am, the fire department responded to a person that fell.
At approximately 11:46am, the fire department responded to a person having a possible stroke.
At approximately 1:18pm, the fire department responded to a person with breathing difficulty.
At approximately 2:24pm, the fire department responded to a fire alarm.
At approximately 2:51pm, the fire department responded to a vehicle accident.
At approximately 3:16pm, the fire department responded to a vehicle accident.
At approximately 4:18pm, the fire department responded to a vehicle accident.
At approximately 4:56pm, the fire department responded to a person that fell.
At approximately 7:08pm, the fire department responded to a person with breathing difficulty.
At approximately 7:42pm, the fire department responded to an intoxicated person.
At approximately 8:16pm, the fire department responded to a vehicle accident.

January 3, 2019
At approximately 2:06pm, the fire department responded to a lift assist.
At approximately 3:58pm, the fire department responded to a person that fell.
At approximately 5:35pm, the fire department responded to a sick person.
At approximately 7:02pm, the fire department responded to a sick person.

January 4, 2019
At approximately 7:19am, the fire department responded to a person having a possible stroke.
At approximately 8:08am, the fire department responded to a person that fell.
At approximately 3:16pm, the fire department responded to a wire down.
At approximately 3:27pm, the fire department responded to a sick person.
At approximately 5:03pm, the fire department responded to a person having a seizure.
January 4, continued

At approximately 6:27pm, the fire department responded to a vehicle accident.
At approximately 9:20am, the fire department responded to a sick person.
At approximately 10:34pm, the fire department responded to a person with chest pain.
At approximately 10:53pm, the fire department responded to a sick person.
At approximately 11:02pm, the fire department responded to a person with breathing difficulty.

January 5, 2019

At approximately 1:14am, the fire department responded to a smoke investigation.
At approximately 8:04am, the fire department responded to a fire alarm.
At approximately 9:52am, the fire department responded to a sick person.
At approximately 11:22am, the fire department responded to a sick person.
At approximately 12:27pm, the fire department responded to a medical alarm.
At approximately 12:29pm, the fire department responded to a lift assist.
At approximately 1:37pm, the fire department responded to a person with breathing difficulty.
At approximately 7:18pm, the fire department responded to a sick person.

January 6, 2019

At approximately 00:52am, the fire department responded to a sick person.
At approximately 5:57pm, the fire department responded to an unconscious person.
At approximately 7:51pm, the fire department responded to a suicidal person.
At approximately 8:08pm, the fire department responded to a person that fell.
At approximately 9:26pm, the fire department responded to a person that fell.
At approximately 11:01pm, the fire department responded to a person having a seizure.

January 7, 2019

At approximately 7:53am, the fire department responded to a deceased person.
At approximately 8:49am, the fire department responded to a lift assist.
At approximately 9:19am, the fire department responded to a person with chest pain.
At approximately 8:21pm, the fire department responded to an outdoor fire.
At approximately 8:46pm, the fire department was requested for mutual aid.
At approximately 8:53pm, the fire department responded to a person with chest pain.
At approximately 10:11pm, the fire department responded to a person with chest pain.
At approximately 10:34pm, the fire department responded to an outdoor fire.

January 8, 2019

At approximately 00:20am, the fire department responded to a person that fell.
At approximately 6:24am, the fire department responded to a person with abnormal behavior.
At approximately 7:49am, the fire department responded to a fire alarm.
At approximately 7:59am, the fire department responded to an unconscious person.
At approximately 8:34am, the fire department responded to a good intent.
At approximately 1:58pm, the fire department responded to a person having a seizure.
At approximately 3:52pm, the fire department responded to a sick person.
At approximately 5:05pm, the fire department responded to a medical alarm.

January 9, 2019

At approximately 6:43am, the fire department responded to an unconscious person.
At approximately 7:16am, the fire department responded to an overdose.
At approximately 8:46am, the fire department responded to a burn complaint.
At approximately 3:27pm, the fire department responded to a suicidal person.
At approximately 7:41pm, the fire department responded to a person that fell.
At approximately 9:01pm, the fire department responded to a medical alarm.
January 10, 2019
At approximately 5:14am, the fire department responded to a person with chest pain.
At approximately 8:40am, the fire department was requested for mutual aid.
At approximately 12:08pm, the fire department responded to a person having a seizure.
At approximately 2:05pm, the fire department responded to a vehicle accident.
At approximately 3:12pm, the fire department responded to a person with abdominal pain.
At approximately 5:40pm, the fire department was requested for hazmat.
At approximately 9:01pm, the fire department responded to a person with chest pain.

January 11, 2019
At approximately 7:41am, the fire department responded to a person with chest pain.
At approximately 9:05am, the fire department responded to a person with a diabetic problem.
At approximately 10:09am, the fire department responded to an outdoor fire.
At approximately 10:36am, the fire department responded to an unresponsive person.
At approximately 12:33pm, the fire department responded to a person with breathing difficulty.
At approximately 3:30pm, the fire department responded to a down wire.
At approximately 3:57pm, the fire department responded to an unconscious person.
At approximately 4:59pm, the fire department responded to a sick person.
At approximately 6:32pm, the fire department responded to a vehicle accident.
At approximately 8:59pm, the fire department responded to a citizen assist.

January 12, 2019
At approximately 3:58am, the fire department responded to an injured person.
At approximately 5:42am, the fire department responded to a walk in medical.
At approximately 6:40am, the fire department responded to a person that fell.
At approximately 9:52am, the fire department responded to a person having a possible stroke.
At approximately 1:44pm, the fire department responded to a sick person.
At approximately 8:17pm, the fire department responded to a burn complaint.
At approximately 11:49pm, the fire department responded to a medical alarm.

January 13, 2019
At approximately 1:03am, the fire department responded to a person with chest pain.
At approximately 6:29am, the fire department responded to a person having a seizure.
At approximately 8:12am, the fire department responded to a sick person.
At approximately 10:13am, the fire department responded to a medical alarm.
At approximately 10:35am, the fire department responded to a sick person.
At approximately 1:08pm, the fire department responded to a lift assist.
At approximately 1:58pm, the fire department responded to a person with breathing difficulty.
At approximately 7:12pm, the fire department was requested for mutual aid.
At approximately 9:14pm, the fire department responded to an unconscious person.
At approximately 10:02pm, the fire department responded to a person that fell.
At approximately 11:25pm, the fire department responded to an injured person.

January 14, 2019
At approximately 1:12am, the fire department responded to an injured person.
At approximately 3:07am, the fire department responded to a deceased person.
At approximately 6:50am, the fire department responded to an overdose.
At approximately 8:00am, the fire department responded to a co investigation.
At approximately 8:02am, the fire department responded to a person having an allergic reaction.
At approximately 8:39am, the fire department responded to a person that fell.
At approximately 2:55pm, the fire department responded to an overdose.
At approximately 4:39pm, the fire department responded to a person with chest pain.
At approximately 4:41pm, the fire department responded to a fuel spill.
At approximately 5:23pm, the fire department responded to a sick person.
January 14, 2019, continued

At approximately 5:30pm, the fire department responded to a person with chest pain.
At approximately 5:52pm, the fire department responded to a person that fell.

January 15, 2019

At approximately 5:01am, the fire department responded to a sick person.
At approximately 9:25am, the fire department responded to a medical alarm.
At approximately 12:12pm, the fire department responded to a person with a diabetic problem.
At approximately 12:48pm, the fire department responded to a vehicle accident.
At approximately 2:51pm, the fire department responded to a sick person.
At approximately 3:44pm, the fire department responded to a lift assist.
At approximately 4:41pm, the fire department responded to a sick person.
At approximately 5:40pm, the fire department responded to a person having an allergic reaction.
At approximately 6:49pm, the fire department responded to an unconscious person.
Report Item Summary

To: Orion Township Board Members

From: Penny S. Shults, Clerk

Meeting Date: January 22, 2019
Memo Date: January 8, 2019

Subject: SEMCOG Annual Membership

REQUEST
Attached is the annual membership renewal notice from the SEMCOG for FY 2019.

REASON
The CRWC works to ensure water quality for the Clinton River watershed area, including Orion Township. The organization is represented by 60 governmental units. A summary of their 2018 accomplishments is attached.

PROCESS

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<td>Remaining Budget</td>
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</table>

RECOMMENDATION (Motion)
Board action would be to authorize 2019 membership for SEMCOG and the payment of $4,715.00 in annual dues.
December 28, 2018

Penny Shults, Clerk
Charter Township Of Orion
2525 Joslyn Rd
Lake Orion, MI 48360-1951

Dear Clerk Shults:

Thanks for participating with over 170 SEMCOG members to create a successful region! Your SEMCOG membership represents working together to create strong communities and a stronger region. We thank you for your financial support, and we thank you for partnering with us.

In a recent membership satisfaction survey, you told us SEMCOG adds value to your local decision making by providing local data, workshops/training, a bi-weekly, and the SEMCOG website. We will continue to focus on these high value services in 2019.

For additional information on making your SEMCOG membership work for you, visit www.semcog.org/members.aspx, or contact Amy Malmer at 313-324-3308 or by e-mail at malmer@semcog.org.

It is an honor to serve your organization. Please let us know if we can better serve you.

Best Regards,

Kathleen Lomako, AICP, CAE
Executive Director
SEMCOG
MEMBERSHIP NOTICE

Charter Township Of Orion

LOCAL-A

Invoice Date

01/01/2019

01/01/2019

2019 Membership Dues

Invoice Amount

$4,715.00

SEMCOG, serving local units of government and education in the seven-county region of Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne

INVOICE

Annual Membership in

Southeast Michigan Council of Governments

For the Period

From January 15, 2019

To January 15, 2020

[The annual contribution is established by the by-laws and action of the General Assembly]

Membership Fee

$4,715.00

Balance Due

$4,715.00

Please enclose yellow copy with remittance to ensure proper credit
MEMBERSHIP NOTICE

Invoice Date

LOCAL-A

01/01/2019

2019 Membership Dues

01/01/2019

Invoice Amount

$4,715.00

----------------------------------------------

SEMCOG, serving local units of government and education in the seven-county region of Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne

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Membership Fee $4,715.00

Balance Due $4,715.00

Please enclose yellow copy with remittance to ensure proper credit
SEMCOG Committee Descriptions

The following description of SEMCOG Committees is accompanied by information regarding who is representing your organization at SEMCOG and who is representing the Bloc Caucus to which your organization belongs.
Please contact Amy Malmer (malmer@semcog.org or 313-324-3308) if you need further information.

General Assembly
The General Assembly consists of all delegates and alternates from SEMCOG member communities and institutions. It is an opportunity for SEMCOG members to network and share best practices on a regional level. The General Assembly provides input and takes action on SEMCOG's major regional plans, budget and dues, and election of SEMCOG officers. All elected officials in each member community and other regional stakeholders are encouraged to attend the General Assembly; however, only the delegate or alternate, who have been appointed by their governing bodies, can vote. The General Assembly meets at locations throughout the region.

Bloc Caucuses of the General Assembly
The General Assembly consists of four bloc caucuses representing the four government types included in SEMCOG's membership: County, City/Village, Township, and Education. These Bloc Caucuses meet a minimum of once per year as part of a General Assembly to elect Bloc Chairs and Vice Chairs and to elect representatives to the Regional Review Committee and the Transportation Coordinating Council.

Bloc Chair
Presides over the caucus meeting and serves (or appoints a designee to serve) on SEMCOG's Nominating Committee.

Regional Review Committee
The Regional Review Committee has oversight responsibility for selection of project awards for special programs as funding is available and provides oversight of the Taubman Fellowship selection process.

Transportation Coordinating Council
The TCC ensures representation and participation in the regional transportation planning process and funding decisions. The transportation decision-making process includes a diverse set of stakeholders, such as local economic development, workforce development, education and quality of life initiatives. The goals of this group are to align planning initiatives, improve project coordination, and to enhance regional performance measures.

Executive Committee
A subset of the General Assembly, the Executive Committee is the chief working committee and financial control body for SEMCOG. It proposes, discusses, and reviews regional studies and plans, and takes action on policies and legislative positions. The Executive Committee meets six months of the year when the General Assembly is not in session. Meetings are usually held in SEMCOG's offices and are preceded by a networking lunch.

City/Village, Township, and Education representatives on the Executive Committee are elected by their peers in each of the seven-counties that comprise the SEMCOG region.
Annual member report - Charter Township Of Orion

General Assembly

Delegate    Chris Barnett, Supervisor, Charter Township Of Orion
Alternate   Ron Sliwinski, Trustee, Charter Township Of Orion

Township Bloc Caucus

Chair       Donald D. Green, Supervisor, Charter Township Of Milford
Vice Chair  Michael H. Sedlak, Clerk, Green Oak Charter Township

Regional Review Township Representation

Delegate    Donald D. Green, Supervisor, Charter Township Of Milford
Delegate    Pat Williams, Supervisor, Charter Township Of Canton
Delegate    Michael H. Sedlak, Clerk, Green Oak Charter Township
Delegate    Vacant

Transportation Coordinating Council Township Representation

Delegate    Robert R. Nix, II, Supervisor, Northville Charter Township
Delegate    Pat Williams, Supervisor, Charter Township Of Canton

Executive Committee Oakland County Township Representation

Delegate    Donald D. Green, Supervisor, Charter Township Of Milford
Alternate   Chris Barnett, Supervisor, Charter Township Of Orion
December 2018

TO: Orion Township

Attached, please find a list of staff from your community currently included in our mail database. Please review it for accuracy, make any needed changes (additions and deletions), and return it in the envelope provided. Thanks in advance for helping keep our database current.

Your current billing contact is Penny Shults. Please let us know if that is correct. If not, please indicate correct billing contact.

If you have any questions, please call or e-mail Sue Stetler, SEMCOG, at 313-324-3428 or stetler@semcog.org.
<table>
<thead>
<tr>
<th>Prefix</th>
<th>First Name</th>
<th>Last Name</th>
<th>Suffix</th>
<th>Title</th>
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<tr>
<td>Mr.</td>
<td>Chris</td>
<td>Barnett</td>
<td></td>
<td>Supervisor</td>
<td><a href="mailto:cbarnett@oriontownship.org">cbarnett@oriontownship.org</a></td>
</tr>
<tr>
<td>Mr.</td>
<td>William</td>
<td>Basigkow</td>
<td></td>
<td>Water And Sewer Superintendent</td>
<td><a href="mailto:wbasigkow@oriontownship.org">wbasigkow@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Jenny</td>
<td>Bhatti</td>
<td></td>
<td>Special Assistant To Supervisor</td>
<td><a href="mailto:jbhatti@oriontownship.org">jbhatti@oriontownship.org</a></td>
</tr>
<tr>
<td>Mr.</td>
<td>Brian</td>
<td>Birney</td>
<td></td>
<td>Trustee</td>
<td><a href="mailto:bbirney@oriontownship.org">bbirney@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Marsha</td>
<td>Carroll</td>
<td></td>
<td>Office Coordinator - Public Works</td>
<td><a href="mailto:mcarroll@oriontownship.org">mcarroll@oriontownship.org</a></td>
</tr>
<tr>
<td>Mr.</td>
<td>Robert</td>
<td>Duke</td>
<td></td>
<td>Fire Chief</td>
<td><a href="mailto:rduke@oriontownship.org">rduke@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Lori</td>
<td>Exel</td>
<td></td>
<td>Assessing Clerk</td>
<td><a href="mailto:lexel@oriontownship.org">lexel@oriontownship.org</a></td>
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<tr>
<td>Mr.</td>
<td>Mike</td>
<td>Flood</td>
<td>Jr.</td>
<td>Trustee</td>
<td><a href="mailto:mlflood@oriontownship.org">mlflood@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Tammy</td>
<td>Girling</td>
<td></td>
<td>Zoning/Planning Administrator</td>
<td><a href="mailto:tgingling@oriontownship.org">tgingling@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Jesse</td>
<td>Hayes</td>
<td></td>
<td>Programmer Assistant Community Programs</td>
<td><a href="mailto:jhayes@oriontownship.org">jhayes@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Jillian</td>
<td>London</td>
<td></td>
<td>Elections Coordinator/Administrative Assistant To Clerk</td>
<td><a href="mailto:jlondon@oriontownship.org">jlondon@oriontownship.org</a></td>
</tr>
<tr>
<td>Mr.</td>
<td>David</td>
<td>Raftery</td>
<td></td>
<td>Parks Superintendent</td>
<td><a href="mailto:draftery@oriontownship.org">draftery@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Taylor</td>
<td>Reynolds</td>
<td></td>
<td>Safety Paths Advisory Committee</td>
<td><a href="mailto:taylorreynolds14@yahoo.com">taylorreynolds14@yahoo.com</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Eve</td>
<td>Ryan</td>
<td></td>
<td>Office Assistant Parks And Recreation</td>
<td><a href="mailto:parksrec@oriontownship.org">parksrec@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Julianne</td>
<td>Savard</td>
<td></td>
<td>Administrative Assistant To Supervisor</td>
<td><a href="mailto:jsavard@oriontownship.org">jsavard@oriontownship.org</a></td>
</tr>
<tr>
<td>Ms.</td>
<td>Penny</td>
<td>Shultz</td>
<td></td>
<td>Clerk</td>
<td><a href="mailto:pshultz@oriontownship.org">pshultz@oriontownship.org</a></td>
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<tr>
<td>Mr.</td>
<td>Ron</td>
<td>Sliwinski</td>
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<td>Trustee</td>
<td><a href="mailto:rsiwinski@oriontownship.org">rsiwinski@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Donni</td>
<td>Steele</td>
<td></td>
<td>Treasurer</td>
<td><a href="mailto:dsteele@oriontownship.org">dsteele@oriontownship.org</a></td>
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<tr>
<td>Mr.</td>
<td>John</td>
<td>Steimel</td>
<td></td>
<td>Trustee</td>
<td><a href="mailto:trustee_steimel@hotmail.com">trustee_steimel@hotmail.com</a></td>
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<tr>
<td>Mr.</td>
<td>Jeff</td>
<td>Stout</td>
<td></td>
<td>Director of Public Services</td>
<td><a href="mailto:jstout@oriontownship.org">jstout@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Kristine</td>
<td>Sullivan</td>
<td></td>
<td>Building Department Coordinator</td>
<td><a href="mailto:ksvullivan@oriontownship.org">ksvullivan@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Samantha</td>
<td>Timko</td>
<td></td>
<td>Chief Assistant To Supervisor</td>
<td><a href="mailto:stimko@oriontownship.org">stimko@oriontownship.org</a></td>
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<tr>
<td>Mr.</td>
<td>Aaron</td>
<td>Whatley</td>
<td></td>
<td>Parks And Recreation Director</td>
<td><a href="mailto:awhatley@oriontownship.org">awhatley@oriontownship.org</a></td>
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<td>Schwab</td>
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<tr>
<td>Mr.</td>
<td>John</td>
<td>Shaw</td>
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<td><a href="mailto:jshaw@oriontownship.org">jshaw@oriontownship.org</a></td>
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<td>Phillips</td>
<td>Clerk</td>
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<tr>
<td>Ms.</td>
<td>Sheryl</td>
<td>Shreston</td>
<td>Secretary</td>
<td><a href="mailto:sshreston@oriontownship.org">sshreston@oriontownship.org</a></td>
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<tr>
<td>Mr.</td>
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<td>Shiltz</td>
<td>Treasurer</td>
<td><a href="mailto:rshiltz@oriontownship.org">rshiltz@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Karen</td>
<td>Stein</td>
<td>Director Of Public Services</td>
<td><a href="mailto:kstein@oriontownship.org">kstein@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Janell</td>
<td>Weatherly</td>
<td>Parks And Recreation Director</td>
<td><a href="mailto:jweatherly@oriontownship.org">jweatherly@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Julie</td>
<td>Dailymple</td>
<td>Trustee</td>
<td><a href="mailto:jdailymple@oriontownship.org">jdailymple@oriontownship.org</a></td>
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<tr>
<td>Ms.</td>
<td>Yolanda</td>
<td>Dailymple</td>
<td>Trustee</td>
<td><a href="mailto:ydailymple@oriontownship.org">ydailymple@oriontownship.org</a></td>
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</table>
To: Orion Township Board of Trustees

From: Penny S. Shults, Clerk

Meeting Date: January 22, 2019

Memo Date: January 15, 2019

Subject: Michigan Liquor Control Commission – Receive and File

REQUEST

Reference/Transaction: Transfer Ownership 2018 Resort SDD issued under MCL 436.1531 (5) & SDM licenses with Sunday Sales Permit (AM & PM) from Sharon M Company. This letter serves as notice the Michigan Liquor Control Commission has referred the application to their Enforcement Division to their request. Request to transfer to Rick’s Party Store, Inc of Lake Orion at 511 Heights Rd.

REASON

Since the request is a transfer under MCL 436.1529 (1), approval of the local government is not required. However, a copy of the notice has also been provided to the Local Government Unit should they wish to submit an opinion on the application or advise of any local non-compliance issues.

PROCESS

BUDGET - Financial Item? Yes x No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)

Board action would be to receive and file, as presented.
January 10, 2019

Rick’s Party Store, Inc. of Lake Orion
Attorney James Porritt, Jr. (jporritt@aol.com)

RID # 1812-16240

Reference/Transaction: Transfer Ownership 2018 Resort SDD issued under MCL 436.1531(5) & SDM licenses with Sunday Sales Permit (AM & PM) from Sharon M Company.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Rick’s Party Store, Inc. of Lake Orion

Business address and phone number: 511 Heights Rd, Lake Orion 48362

Home address and phone number of partner(s)/subordinates:
1. Peggy Kregski: 280 Lakeview St, Lake Orion 48362 C: 248-431-9977

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to Local Governmental Unit should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

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

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Orion Twp Clerk (pshults@oriontownship.org)