1. CALL TO ORDER
2. VIRTUAL MEETING INSTRUCTIONS
3. INVOCATION AND PLEDGE
4. RECOGNITION
   A. Citizen of the Month
   B. mParks Award
5. APPROVAL OF BILLS
6. PUBLIC COMMENT (3 minutes or less) *Board does not respond during public comment
7. APPROVAL OF AGENDA
8. CONSENT AGENDA
   A. Minutes - Regular Meeting, January 4, 2021
   B. 2021 Community Service Agreement - Orion Area Youth Assistance & North Oakland Community Coalition
   C. 2021 NoHaz Interlocal Agreement
   D. 2021 Request for Proposals - Parks & Recreation
   E. Purchase Fire Engine - Fire Department
   F. Meter Reading Equipment Upgrade
   G. Easement Acquisition - Gregory Meadows
   H. Matured/Called and Purchase Securities/Bond Report for November & December 2020- Water/Sewer and General Investment Accounts
   I. Grid4 High Speed Internet/Phone Contract for Municipal Complex
   J. Appoint Planning Commission Member to Serve as Representative Zoning Board of Appeals
   K. Accept Planning Commission Resignation and Appoint New Planning Commissioner
   L. Accept ZBA Resignation and Appoint New ZBA Member
9. PENDING
   A. Second Reading PC-2019-48 Cottages at Gregory Meadows PUD
   B. Second Reading - Safety Path Regulation Ordinance Amendment
   C. Second Reading - Parks and Recreation Ordinance Amendment
   D. Schedule Parks and Paths Advisory Committee Meeting
10. REPORTS
    A. Police/Fire Reports
    B. Single Hauler Report
11. PUBLIC COMMENT
12. BOARD MEMBER COMMENT
13. CLOSED EXECUTIVE SESSION - Discuss Pending Litigation
14. 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.
Agenda Memo

To: Orion Township Board of Trustees
From: Penny S. Shults, Clerk
Meeting Date: Virtual conference meetings
Memo Date: January 12, 2021
Subject: Public Input Instructions

PROCESS

Public Input Instructions for Virtual Meetings
1. Public Comment for non-agenda items will take place at the beginning of the meeting (3 minutes maximum).
2. Supervisor Barnett will ask for Public Comment for agenda items, and will be received in this order.
   A. People in the meeting on the computer, please raise your hand.
   B. People in the meeting on the phone, please say your name, moderator will make list. Moderator will take down the names and read them back.
      Anyone who wants to speak and is not on the list can say their name again. Once list is complete, moderator will call by name for public comments.
   C. Any emails will be read during the meeting by the moderator. Please submit emails to board@oriontownship.org
3. Public Comment will take place at the end of the meeting.
NOTICE
CHARTER TOWNSHIP OF ORION
BOARD OF TRUSTEES MEETING
JANUARY 19, 2021 AT 7:00 P.M.

The Charter Township of Orion Board of Trustees will hold a regular scheduled Board meeting on Tuesday, January 19, 2021 at 7:00 p.m.

Due to the health concern of COVID-19 and the Michigan Department of Human Services (MDHHS), The Charter Township of Orion Board of Trustees Tuesday, January 19, 2021 at 7:00 p.m. meeting is being offered via video conference.

Video conference can be accessed by downloading the app GoToMeeting. The meeting number is 308-965-445. **Live comments and questions will be accepted during the workshop at an appropriate time that will be explained by Supervisor Barnett.**

You may also email your comments or concerns to board@oriontownship and include Board meeting in the subject line. Meetings are aired live on Orion Neighborhood Television.

Access meetings from your device.
https://www.gotomeet.me/OrionTownship/orion-township-board

You can also dial in using your phone.
United States: +1 (872) 240-3212

Access Code: 308-965-445

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/308965445

Posted 1/14/2020

Penny S. Shults, Clerk
Charter Township of Orion

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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 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations. Thank you kindly.
1/19/2021

INVOICES

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PAYROLL

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**Grand Total Disbursements** $1,621,214.75

Due to the conversion to the Pooled Cash Fund, total disbursements include refunds from deposits, bonds & escrows which are not expenses to the township. The payroll check register shows deductions that are not expenses to the township.

Prepared by Tandem Graves, AP/PA Coordinator
1. CALL TO ORDER. The Charter Township of Orion Board of Trustees held a regular meeting on Monday, January 4, 2021 via video conference only. Supervisor Barnett called the meeting to order at 7:03 p.m.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, Kim Urbanowski

BOARD MEMBERS ABSENT: None

OTHERS PRESENT:
Pastor Rochelle        Sam Ashley        Tammy Girling        Jeff Stout        James Stevens
Denise Burns          Gary Roberts  Aaron Whatley        Dan Kelly

2. VIRTUAL MEETING INSTRUCTIONS.

3. INVOCATION AND PLEDGE. Pastor Rochelle Beckemeyer from Echo Christian Church gave the Invocation, followed by the Pledge of Allegiance.

4. APPROVAL OF BILLS. Moved by Treasurer Steele, seconded by Clerk Shults to authorize payment of bills in the amount of $1,724,642.17 and payrolls in the amount of $293,687.12, for a total disbursement of funds in the amount of $2,018,329.29, as presented.
   AYES: Steele, Birney, Dalrymple, Flood, Urbanowski, Barnett, Shults
   ABSENT: None
   NAYS: None
   MOTION CARRIED

5. PUBLIC COMMENT. (3 minutes or less) *Board does not respond during public comment. Public comment was not heard.

6. APPROVAL OF AGENDA. Supervisor Barnett added 8.C. Budget Adjustment – COVID.

Moved by Clerk Shults, seconded by Trustee Birney to approve the Agenda, as amended.
MOTION CARRIED

7. CONSENT AGENDA


C. 2021 Property Guidelines. Amend the property guidelines and use the 2020 HUD Extremely Low-Income Guidelines and use the updated application as presented for 2021.

D. Resolution – Orion 2021 Poverty Exemption. Approve the resolution adopting a policy relative to the Review and Granting of Poverty Exemptions by the Charter Township of Orion Board of Review.
E. **OCCCC 2021 Proposed Budget.** 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 OCCC.

F. **Separation of Employment Policy.** Approve the Termination of Employment Policy effective January 4, 2021.

G. **Authorize Vehicle Purchases – Parks & Recreation.** Authorize the purchase (with trade in) of two new GMC 2500 HD trucks for the Parks and Recreation Department, at a total net cost not to exceed $69,849.00, as budgeted.

H. **Board Appointment – Environmental Resource Committee.** No action was taken.

Moved by Treasurer Steele, seconded by Trustee Birney to approve the Consent Agenda, as presented.

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

8. **PENDING BUSINESS**

A. **First Reading – PC-2020-38 Edgar Development Rezone Request.** Moved by Clerk Shults, seconded by Trustee Urbanowski to declare that the Orion Township Board of Trustees held and approved the first reading on January 4, 2021, for PC-2020-38, Edgar Development Rezone Request, requesting to rezone a portion of 09-26-451-005 (approximately 4.21 acres), located on the northern portion of 3805 S. Lapeer Rd. from Restricted Business (RB) to General Business (GB) and direct the Clerk to advertise for second reading and possible approval on February 1, 2021.

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

B. **Purchase of Property – Orion Veterans’ Memorial.** Moved by Clerk Shults, seconded by Trustee Flood to direct the Accounting Controller to make the necessary budget adjustments and allocate $295,000 from the General Fund’s Fund balance to the General Capital Improvement Fund. Repayment terms from the Orion Veterans Memorial will be determined at a later date and offer to purchase 508 S. Broadway for the purchase price of $317,500. The Orion Veterans Memorial would contribute $25,000 with the request that the Township loan the remaining $295,000 and the difference plus transfer tax, title, tax prorations, rent prorations approximated depending on closing costs and date.

MOTION AMENDED

Moved by Clerk Shults, seconded by Trustee Flood to direct the Accounting Controller to make the necessary budget adjustments and allocate $295,000 from the General Fund’s Fund balance to the General Capital Improvement Fund. Repayment terms will be determined at a later date and offer to purchase 508 S. Broadway for the purchase price of $317,500. The Orion Veterans Memorial would contribute $25,000 with the request that the Township pay the remaining $295,000 and the difference plus transfer tax, title, tax prorations, rent prorations approximated depending on closing costs and date.
CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES
MINUTES, REGULAR MEETING, MONDAY, JANUARY 4, 2021

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

C. Budget Adjustment – COVID. Moved by Clerk Shults, seconded by Trustee Birney to move
$25,000 from the General Fund’s Fund Balance into the 258 Disaster Contingency Fund. If reimbursed
by grants/additional revenue streams, all funds will be allocated back to the General Fund’s Fund
Balance. The full account number is 258-426-740.005 in the amount of $25,000 and direct the
Accounting Controller to make the necessary budget adjustment.
AYES: Steele, Birney, Dalrymple, Flood, Urbanowski, Barnett, Shults  ABSENT: None
NAYS: None  MOTION CARRIED

9. REPORTS

A. Police/Fire Reports. Moved by Trustee Birney, seconded by Treasurer Steele to receive and file the
Police and Fire Reports.
MOTION CARRIED

B. November Municipal Complex Report. Moved by Trustee Flood, seconded by Treasurer Steele to
receive and file the November Municipal Complex Executive Report, as presented.
MOTION CARRIED

C. December Municipal Complex Report. Moved by Treasurer Steele, seconded by Trustee Birney to
receive and file the December Municipal Complex Executive Report, as presented.

10. PUBLIC COMMENT. Public Comment was not heard.

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

12. ADJOURNMENT. Moved by Treasurer Steele, seconded by Trustee Birney to adjourn.
MOTION CARRIED The meeting was adjourned at 8:02 p.m.

__________________________________________
Penny S. Shults, Clerk

__________________________________________
Chris Barnett, Supervisor
Charter Township of Orion

Transcription: Melissa Bardecki
Agenda Item Summary

To: Orion Township Board Members
From: Penny S. Shults, Clerk
Meeting Date: January 19, 2021
Memo Date: January 8, 2021
Subject: Community Service Agreements

REQUEST

Attached please find the 2021 Community Service Agreement for Orion Area Youth Assistance and the North Oakland Community Coalition. Both groups provide programs for the prevention of juvenile delinquency and neglect in the community.

REASON

Orion Township, in partnership with the Oakland County Circuit Court – Family Division, Village of Lake Orion, and Lake Orion Community Schools, funds the administration of the local Orion Area Youth Assistance program.

PROCESS

$22,500.00 has been budgeted in 2021 for support of the Orion Area Youth Assistance ($20,000.00) and North Oakland Community Coalition ($2,500.00) programs.

BUDGET

If yes, fill out information below:

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<thead>
<tr>
<th>Financial Item?</th>
<th>☐</th>
<th>Project/Grant Tracking?</th>
<th>☐</th>
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<tbody>
<tr>
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<td>Click or tap to enter a date.</td>
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RECOMMENDATION (Motion)

Board Action would be to authorize the Supervisor and Clerk to sign the 2021 Community Service Agreements with Orion Area Youth Assistance and the North Oakland Community Coalition, on behalf of the Township, and authorize the distribution of the funds in the amount of $22,500 ($20,000 for Youth Assistance, $2,500 for NOCC), as budgeted and authorized for 2021, and as per the agreements, both NOCC and Youth Assistance will provide financial information showing how last year’s funds were spent.
CHARTER TOWNSHIP OF ORION
2021 COMMUNITY SERVICES AGREEMENT

This Agreement is made this 19th day of January, 2021 between the Charter Township of Orion, County of Oakland, State of Michigan, (hereinafter referred to as "The Township") as one party and North Oakland Community Coalition as the other party. The parties agree as follows:

1. The Township shall pay to North Oakland Community Coalition, the sum of $2,500.00, on or before December 31, 2021.

2. In consideration of such payment, North Oakland Community Coalition agrees to provide programs for the prevention of juvenile delinquency and neglect and other similar activities to the residents of Orion Township for the one (1) year period from January 1, 2021 through December 31, 2021.

3. North Oakland Community Coalition shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State and local government.

4. No person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

5. None of the funds, materials, property, or services contributed by the Township to North Oakland Community Coalition under this Agreement shall be used for any activity to further the election or the defeat of any candidate for public office or the passage or defeat of any ballot issue.
No funds, materials, property, or services shall be contributed by the Township if such group is involved in such activity. Furthermore, participation in any such activity by North Oakland Community Coalition shall constitute a violation of this contract and shall require that any funds, etc., contributed during the year to be returned in full to the Township.

6. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.

7. North Oakland Community Coalition agrees that during the term of this Agreement, it shall defend, indemnify, and save harmless the Township from any and all liability and any and all claims, suits, actions, or damages, consisting of every name and description resulting from any act, omission, or negligence of chargeable to North Oakland Community Coalition or any employee or volunteer worker thereof arising under or pursuant to this Agreement, and such indemnification shall not be limited by reason of any insurance coverage. North Oakland Community Coalition agrees to provide the Township with a Certificate of Insurance indicating comprehensive General Liability Coverage of not less than $300,000 C.S.L. and naming the Charter Township of Orion as an additional insured for the term of this contract. Other consideration may be made for non-profit and/or charitable groups doing business with the Township.

8. If this contract is determined by any Court of competent jurisdiction to be contrary to law, all parties, individual or otherwise, are released from the terms hereof and no further liability herein exists.
9. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. There are no other or further written or oral understandings or Agreements with respect thereto.

IN WITNESS WHEREOF, we the undersigned have set our hand on the day and year recited above:

FOR Orion Township

____________________________
Chris Barnett, Supervisor

FOR North Oakland Community Coalition

____________________________

Penny S. Shults, Clerk

I hereby acknowledge the receipt of Check No._______ in the amount of__________.
This Agreement is made this 19th day of January, 2021 between the Charter Township of Orion, County of Oakland, State of Michigan, (hereinafter referred to as "The Township") as one party and Orion Area Youth Assistance as the other party. The parties agree as follows:

1. The Township shall pay to Orion Area Youth Assistance, the sum of $20,000.00, on or before December 31, 2021, $15,000 of which is the annual allocation to administer the local OAYA program, in partnership with the Oakland County Circuit Court – Family Division, Village of Lake Orion, and Lake Orion Community Schools, and $5,000 of which is to specifically fund camp scholarships for qualifying at-risk youth in the Orion community.

2. In consideration of such payment, Orion Area Youth Assistance agrees to provide programs for the prevention of juvenile delinquency and neglect and other similar activities to the residents of Orion Township for the one (1) year period from January 1, 2021 through December 31, 2021.

3. Orion Area Youth Assistance shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State and local government.

4. No person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.
5. None of the funds, materials, property, or services contributed by the Township to **Orion Area Youth Assistance** under this Agreement shall be used for any activity to further the election or the defeat of any candidate for public office or the passage or defeat of any ballot issue. No funds, materials, property, or services shall be contributed by the Township if such group is involved in such activity. Furthermore, participation in any such activity by **Orion Area Youth Assistance** shall constitute a violation of this contract and shall require that any funds, etc., contributed during the year to be returned in full to the Township.

6. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.

7. **Orion Area Youth Assistance** agrees that during the term of this Agreement, it shall defend, indemnify, and save harmless the Township from any and all liability and any and all claims, suits, actions, or damages, consisting of every name and description resulting from any act, omission, or negligence of chargeable to **Orion Area Youth Assistance** or any employee or volunteer worker thereof arising under or pursuant to this Agreement, and such indemnification shall not be limited by reason of any insurance coverage. **Orion Area Youth Assistance** agrees to provide the Township with a Certificate of Insurance indicating comprehensive General Liability Coverage of not less than $300,000 C.S.L. and naming the Charter Township of Orion as an additional insured for the term of this contract. Other consideration may be made for non-profit and/or charitable groups doing business with the Township.
8. If this contract is determined by any Court of competent jurisdiction to be contrary to law, all parties, individual or otherwise, are released from the terms hereof and no further liability herein exists.

9. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. There are no other or further written or oral understandings or Agreements with respect thereto.

IN WITNESS WHEREOF, we the undersigned have set our hand on the day and year recited above:

FOR Orion Township

Chris Barnett, Supervisor

FOR Orion Area Youth Assistance

________________________

Penny S. Shults, Clerk

I hereby acknowledge the receipt of Check No._______ in the amount of_________.

Agenda Item Summary

To: Board of Trustees

From: Chris Barnett
Township Supervisor

Meeting Date: January 19, 2021
Memo Date: January 11, 2021
Subject: NO HAZ 2021 Participation Agreement & Resolution

REQUEST:
For a number of years Orion Township has been a participating municipality in the North Oakland Household Hazardous Waste (NO HAZ) Consortium. Money has been allocated in the 2021 budget for next year’s program.

Attached is a letter from the County and the 2021 NO HAZ Agreement along with a proposed resolution that if adopted approves the Agreement.

REASON:

PROCESS:

BUDGET
If yes, fill out information below:

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<th>Financial Item?</th>
<th>☒</th>
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<td>Cost</td>
<td>Remaining Budget</td>
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RECOMMENDATION (Motion)
Adopt the resolution approving the 2021 NO HAZ Agreement, authorize the Supervisor to sign it, and appoint Mike Flood as Orion Township’s official representative.

attachments
This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and Charter Township of Orion, 2525 Joslyn Road, Lake Orion, MI 48360 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. **INTRODUCTORY STATEMENTS**

   1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.

   1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.

   1.3 These northern cities, villages and townships have sought the COUNTY’S assistance in coordinating a household hazardous waste collection program.

   1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.

   1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. **PURPOSE OF AGREEMENT** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program (“Program”) that will meet the following goals and objectives.
3. **GOALS OF THE PROGRAM:**

3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY’S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.

3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

4.1 Increase public awareness of return, disposal, and source reduction options.

4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;

4.3 Promote knowledge of program requirements;

4.4 Help divert significant quantities of household hazardous materials from landfills;

4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and

4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

**NOW THEREFORE,** in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. **DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

5.1 “**ACCEPTABLE HAZARDOUS WASTE**” shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.

5.2 “**ADMINISTRATIVE COSTS**” shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.
5.3 “AGENT” OR “AGENTS” of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.

5.4 “AGREEMENT” means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.

5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)

5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).

5.5 “CLAIM(S)” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.

5.6 “COLLECTION SCHEDULE” means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2021 year program in cooperation with the NoHaz Board.

5.7 “COLLECTION SITE PROTOCOL” shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update as needed or requested by the parties.

5.8 “COUNTY” means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions,
the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.

5.9 “HAZARDOUS WASTE VENDOR” shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.

5.10 “HAZARDOUS WASTE COLLECTION COSTS” shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.

5.11 “MUNICIPALITY” as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.

5.12 “NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD” (“NoHaz BOARD”) means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.

5.13 “PARTICIPATING MUNICIPALITY” means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.

5.14 “PROGRAM HOST” means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.

6. COUNTY RESPONSIBILITIES Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:

6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such
contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.

6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.

6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.

6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.

6.6 The COUNTY shall provide educational support for the Program.

7. MUNICIPALITY’S RESPONSIBILITIES

7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.

7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the
Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2020 NoHaz events will be assessed $50.00 per collection event in 2021.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2020 NoHaz events will be assessed $125.00 per collection event in 2021.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2020 NoHaz events will be assessed $250.00 per collection event in 2021.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2021 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of $50.00 per event if it has a population of less than 10,000, $125.00 per event if it has a population between 10,001 and 50,000, and $250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS’ past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers’ disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT’S employment status.
The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT’S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE  Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.

10. MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.

11. PARTICIPATION FEES A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. The fee shall be $10 or $15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. FINANCIAL RESPONSIBILITIES

12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.

12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY’S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM’S total ADMINISTRATIVE COST. The
The second half of the MUNICIPALITY’S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program’s administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NoHaz BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NoHaz BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.

12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident’s hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

13. **MUNICIPALITY’S FAILURE TO PAY**

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY
agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County’s possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund (“DTRF”). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY’S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY’S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

13.3 Nothing in this Section shall operate to limit the COUNTY’S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney’s fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. **EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT**

14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.

14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. **HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY**

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 “The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.”

15.1.2 “The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies.”

15.1.3 “Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee.”

16. **LENGTH OF AGREEMENT** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2021, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2021.

17. **TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:

17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or
cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY “default” on any obligation under this AGREEMENT. “Default” is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY’S further participation in this program.

18. SUSPENSION OF SERVICES Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY’S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.

19. LIMITATION OF LIABILITY The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.

20. NO THIRD PARTY BENEFICIARIES Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.

22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

24. **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party’s control, including, but not limited to, an act of God, war, acts of government (other than the Parties’), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

26. **IN-KIND SERVICES** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.

27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.

28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.

30. **CAPTIONS** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.

31. **NOTICES** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to: Orion Township Supervisor’s Office, 2525 Joslyn Rd., Lake Orion, MI 48360.

31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

32. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

33. **AGREEMENT APPROVAL AND AMENDMENT**

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing
Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. ENTIRE AGREEMENT This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. CONCLUSION: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.
IN WITNESS WHEREOF, Chris Barnett hereby acknowledges that he has been authorized by a resolution of the Charter Township of Orion Board of Trustees, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: ______________________________ DATE:______________

WITNESSED:______________________________ DATE:______________

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____________________________ DATE: ______________
Chairperson
Oakland County Board of Commissioners

WITNESSED:______________________________ DATE: _______________
2021 NoHaz Program Cost Details

<table>
<thead>
<tr>
<th>Category</th>
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<tr>
<td>Program Management</td>
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<tr>
<td>Collection Costs</td>
<td>$3,250.00</td>
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<tr>
<td>Administration</td>
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<tr>
<td>Education and Outreach</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$36,603.00</strong></td>
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2021 NoHaz Hazardous Waste Disposal and Recycling Costs

<table>
<thead>
<tr>
<th>Per Vehicle Fee (including computer &amp; electronic waste and latex paint)</th>
<th>*$58.00 each</th>
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</thead>
</table>

This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately $5,000 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.

*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.

Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.
## EXHIBIT B - 2021 Estimated Costs

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Population (2010 census)</th>
<th>% of population</th>
<th>admin fee based on population</th>
<th>Cars</th>
<th>% of participation</th>
<th>admin fee based on # of cars</th>
<th>HHW disposal fee</th>
<th>Revenue from $10 or $15 charge</th>
<th>total amount for program</th>
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<td>$66,251.52</td>
</tr>
<tr>
<td>Oxford</td>
<td>20,526</td>
<td>7.24%</td>
<td>$1,324.51</td>
<td>546</td>
<td>14.43%</td>
<td>$2,640.76</td>
<td>$31,668.00</td>
<td>$0.00</td>
<td>$35,633.26</td>
</tr>
<tr>
<td>Pontiac</td>
<td>59,515</td>
<td>20.98%</td>
<td>$3,840.40</td>
<td>119</td>
<td>3.14%</td>
<td>$575.55</td>
<td>$6,902.00</td>
<td>$0.00</td>
<td>$11,317.95</td>
</tr>
<tr>
<td>Rochester</td>
<td>12,711</td>
<td>4.48%</td>
<td>$820.22</td>
<td>286</td>
<td>7.56%</td>
<td>$1,383.25</td>
<td>$16,588.00</td>
<td>$0.00</td>
<td>$18,791.47</td>
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<tr>
<td>Rose</td>
<td>6,250</td>
<td>2.20%</td>
<td>$403.30</td>
<td>36</td>
<td>0.95%</td>
<td>$174.12</td>
<td>$2,088.00</td>
<td>$0.00</td>
<td>$2,665.42</td>
</tr>
<tr>
<td>Springfield*</td>
<td>13,940</td>
<td>4.92%</td>
<td>$899.52</td>
<td>212</td>
<td>5.60%</td>
<td>$1,025.35</td>
<td>$12,296.00</td>
<td>$2,120.00</td>
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<tr>
<td>Waterford**</td>
<td>71,707</td>
<td>25.28%</td>
<td>$4,627.13</td>
<td>477</td>
<td>12.61%</td>
<td>$2,307.03</td>
<td>$27,666.00</td>
<td>$7,155.00</td>
<td>$27,445.16</td>
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<tr>
<td></td>
<td><strong>283,620</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$18,301.50</strong></td>
<td><strong>3,784</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$18,301.50</strong></td>
<td><strong>$219,472.00</strong></td>
<td><strong>$16,265.00</strong></td>
<td><strong>$239,810.00</strong></td>
</tr>
</tbody>
</table>

* = Community charges participants $10 each to participate in NO HAZ events
** = Community charges participants $15 each to participate in NO HAZ events

(1.) **This is only an estimate.** Communities will be billed on actual use and participation based on which communities are under contract for 2021. Participating communities listed above are preliminary and will be finalized in early 2021.-

(2.) The cost per vehicle including electronic waste is $58.00.

(3.) The total administration fee is $36,603.00, which includes 4 collection events.

(4.) The number of participants is estimated using the 2019 number of participants and adding 6%.

(5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate.

  Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate.

  A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately $4,000 per collection.

(7.) Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula used to determine the administrative fee.
Resolution

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale; and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NO HAZ); and

WHEREAS, the NO HAZ Consortium has developed a household hazardous waste collection program; and

WHEREAS, a NO HAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County’s role in administering and managing the NO HAZ program; and

WHEREAS, the NO HAZ Interlocal Agreement establishes a NO HAZ advisory board to assist and advise Oakland County in the development of the NO HAZ program.

NOW, THEREFORE, BE IT RESOLVED, that our community, the Charter Township Orion, hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature; and

BE IT FURTHER RESOLVED, that we will not charge residents to participate in NO HAZ events in 2021; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby appoints Mike Flood, Jr. as our official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2021.

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 19, 2021, at 7:00 p.m., at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360.

Penny S. Shults, Clerk
Charter Township of Orion
November 24, 2020

Dear NoHaz Consortium member:

Attached please find the 2021 NoHaz program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings. The only changes from the 2020 Interlocal agreement are the dates and the pricing information that is included in Exhibits A and B.

A resolution is attached which approves the agreement as well as ensures that each community appoints a representative to the NoHaz Advisory Board. It also lists whether your community wishes to charge residents $10, $15 or to not charge them at the collection events in 2021.

Please send the following back no later than January 31, 2021:

- two signed copies of the Interlocal Agreement (note that on page 13 you need to fill in an address)
- signed resolution
- copy of meeting minutes (you can send draft minutes)

Information should be sent to the following address:

Oakland County Economic Development  
Attn: Whitney Calio  
2100 Pontiac Lake Road, Bldg. 41W  
Waterford, MI 48328-0409

Feel free to contact Whitney Calio of my staff at 248-858-2071 or at caliow@oakgov.com if you need additional information or if there is a problem in meeting the deadline. Thank you for your participation in the NoHaz program. I look forward to working with you next year.

Sincerely,

Bret Rasegan, Manager
Oakland County Planning and Local Business Development

35
Agenda Item Summary

To: Orion Township Board of Trustees
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: January 19, 2021
Memo Date: January 8, 2021
Subject: 2021 Request for Proposals – Parks & Recreation

REQUEST
The request before the board is authorization to advertise for sealed bids for 2021 park projects.

PROCESS/INFORMATION
The following projects will require bids:
- Tennis/Pickleball Courts
- Orion Center Trail Head Improvements
- Wildwood Shelter
- Orion Center Exercise Equipment
- LED Billboard Signage
- Wildwood Stage Rigging
- Vault Toilet Replacements

All bids will be presented to the board for final award, as required per policy.

BUDGET
If yes, fill out information below:

| Financial Item? | ☐ | Project/Grant Tracking? | ☒ |
| Account No.     |   | Reviewed by Budget Director? | ☒ |

<table>
<thead>
<tr>
<th>Budget Name</th>
<th>Account No.</th>
<th>Original Amount Budgeted for G/L</th>
<th>Cost of Item/Project</th>
<th>Remaining Budget after cost of item/project</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Board action would be to authorize advertising for sealed bids for the 2021 Parks & Recreation projects, as outlined above.
Agenda Item Summary

To: Chris Barnett, Supervisor
    Board of Trustee’s
From: Robert Duke, EFO
    Fire Chief
Meeting Date: January 19, 2021
Memo Date: January 13, 2021
Subject: Fire Department Purchase Fire Engine

REQUEST
The Fire Department is requesting authorization to purchase one (1) Sutphen Custom Fire Engine for a total delivered vehicle sales price with options of $574,284.18. This purchase will be made through the Houston-Galveston Area Council (H-GAC) cooperative purchasing program, as we have used this cooperative purchasing program for all past apparatus purchases with great success.

REASON
The main goal of a fire engine is to suppress fires. They are named after the engine apparatus, or rig, that is used to deliver firefighters, hoses, appliances and tools to the scene of a fire or other emergencies. The purchase of this fire engine follows the scheduled fire engine replacement, apparatus capital plan, and FD fleet audit survey that has been discussed previously throughout the millage and budgetary process to the Township Board. Reference Board book extras for additional information

PROCESS
Personnel from the fire department apparatus committee have reviewed the fire engine specification (local & state) standards based on operational use and needs of providing best practices to our community. The committee evaluated several manufacturers. Manufacturers provided information, demonstrations and pricing. All manufacturers were considered and evaluated. The committee along with all department members recommended Sutphen as the best choice for the departments needs. Reference Board book extras for additional information along with comparisons and communications with department staff. Following the Township spending limits and bidding policy, H-GAC cooperative purchasing program is being used to make this purchase. H-GAC has been vetted by the State of Michigan Statute; Michigan Compiled Laws; Chapter 124 - Municipalities.
**BUDGET**

If yes, fill out information below:

| Financial Item? | ☒ |
| Financial Item? | ☒ |
| Expected Invoice Date: | 1/20/2021 |
| Project/Grant Tracking? | ☐ |
| Reviewed by Budget Director? | ☐ |

<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-</td>
<td>206-336-998</td>
<td>Fire Engine</td>
<td>$600,000.00</td>
<td>$574,284.28</td>
<td>$25,715.82</td>
</tr>
<tr>
<td>Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RECOMMENDATION (Motion)**

To approve and authorize the Fire Department to purchase one (1) Sutphen Custom Pumper for a total delivered vehicle sales price with options of $574,284.18 from Apollo Fire Equipment, 12584 Lakeshore Dr, Bruce Township, MI 48065. This purchase will be made through the Houston-Galveston Area Council (H-GAC) cooperative purchasing program.
Agenda Item Summary

To: Chris Barnett, Supervisor
From: Jeff Stout, Director of Public Services
Meeting Date: January 19, 2021
Memo Date: January 11, 2021
Subject: Meter Reading Equipment Upgrade

REQUEST –
To purchase and implement the Neptune 360- meter reading upgrade.

REASON-
Our current Neptune equipment will only allow for a single user, and at this time we have no back-up equipment. The current system is out of date as it has not been upgraded for 17 years.

PROCESS-
The Township water customers have Neptune meter equipment. This system is proprietary which led us to contact Ferguson Waterworks our Neptune Distributor.

BUDGET- Yes
If yes, fill out information below:

Financial Item? ☒  Project/Grant Tracking? ☐
Expected Invoice Date: 2/28/2021
Reviewed by Budget Director? ☐

<table>
<thead>
<tr>
<th>Fund Name</th>
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<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water &amp; Sewer</td>
<td>592-556-807.000</td>
<td>Data Processing</td>
<td>$6,000</td>
<td>$5,700</td>
<td>$300</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>592-556-977.000</td>
<td>Capital Outlay - Equipment</td>
<td>$10,000</td>
<td>$8,275.86</td>
<td>$1,724.14</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)

Township Board approval to allow the Department of Public Services to purchase the Neptune 360-Meter Reading upgrade platform, at a cost of $13,975.86, from Ferguson Waterworks and implement the system as soon as scheduling allows.
October 8, 2020

Orion Charter Township
2525 Joslyn Rd.
Lake Orion, MI 48360

Recommended proposal

Dear Orion Charter Township Staff,

Per your request, Ferguson Waterworks is grateful for the opportunity to offer the following proposal good through December 31st of 2020 for Orion Charter Township, Michigan:

Ferguson Waterworks excited for the opportunity:

<table>
<thead>
<tr>
<th>AMR Reading Equipment</th>
<th>Description</th>
<th>Number of units:</th>
<th>Current cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neptune 360 Hosted Software</td>
<td>Annual</td>
<td>1</td>
<td>$5,700</td>
</tr>
<tr>
<td>Belt Clip Tranceiver</td>
<td>Requires Cellular device</td>
<td>3</td>
<td>$8,275.86</td>
</tr>
<tr>
<td>Software and Equipment Training</td>
<td>Implementation</td>
<td>1</td>
<td>$Waived</td>
</tr>
<tr>
<td>Total (Cellular phone/tablets not included in pricing, required for use)</td>
<td></td>
<td></td>
<td>$13,975.86</td>
</tr>
</tbody>
</table>

We wanted to present a proposal which would provide latest reading solution.

Key aspects of Neptune V4(starts with a “15” MIU ID number for R900 Radios):
- Can be read with Neptune Handheld, Drive By MRX, and Fixed network AMI reading equipment
- No Programming/reprogramming needed to be read by Neptune Mobile or AMI fixed network equipment
- Neptune 360 hosted cloud reading software can provide near real time reads to billing staff
- V4 Radios store up to 96 days of data
- V4 Radios can be data logged and graphed for high bill complaints
- MRX920 can data log in the field, identify missed reads, leak flags, reverse flow events, etc. Current MRX may need upgrading to be compatible with latest cellular devices

Services Ferguson can provide:
- Unmatched support and availability of equipment for large and small quantities
- Continuous tech support included with cloud software annual fee

Thank you for the opportunity to propose an AMR solution capable of migration to an AMI system if needed. With the Neptune system, a multiyear upgrade program can be implemented seamlessly with existing touchpad meters and ongoing implementation of the AMR system. Please let me know if you have any questions or concerns and I would be gladly address them in a timely manner.

Sincerely,

Steven Berra
Ferguson Waterworks
a Neptune Meter Distributor
231-301-5137
Steven.berra@ferguson.com
Agenda Item Summary

To: Orion Township Board of Trustees
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: January 19, 2021
Memo Date: January 12, 2021
Subject: Easement Acquisition – Gregory Meadows

REQUEST
The request before the board is authorization to contract with OHM, Township Engineers, to secure easements for the new Gregory Meadows pathway project.

PROCESS/INFORMATION
The scope of service includes a title search, all document development, and site visits for six parcels within the district (please see attached memo for more information). The estimate indicates that the cost to provide these services will not exceed $13,500.00.

BUDGET
If yes, fill out information below:

Financial Item? ☒
Financial Item? ☒
Project/Grant Tracking? ☒
Expected Invoice Date: 4/1/2021
Reviewed by Budget Director? ☒

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Original Amount Budgeted for G/L</th>
<th>Cost of Item/Project</th>
<th>Remaining Budget after cost of item/project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay – Safety Path</td>
<td>402-958-982.000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Board action would be to contract with OHM for Gregory Meadows pathway easement acquisition support, at a cost not to exceed $13,500.00.
memorandum

Date: January 12, 2021
To: Aaron Whatley, Parks & Recreation Director
From: Mark Landis, Project Manager
Re: Gregory Rd. Pathway
The Cottages at Gregory Meadows
Easement Acquisition Support

As you are aware, the design and construction of a pathway along Gregory Road between Baldwin Rd. and the Gregory Meadows development has been provided by Pulte as part of the public benefit for the Cottages at Gregory Meadows PUD. From the preliminary design plans prepared by Atwell, we were able to generate a list of anticipated easements. These easements include both temporary grading easements as well as permanent easements.

Following is a table summarizing the anticipated temporary and permanent easements for the project:

<table>
<thead>
<tr>
<th>Easement</th>
<th>Parcel Information</th>
<th>Easement Width (ft)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>Parcel ID</td>
<td>Owner</td>
</tr>
<tr>
<td>1</td>
<td>3731</td>
<td>09-31-200-002</td>
<td>Don L. Hickmont (Trust)</td>
</tr>
<tr>
<td>2</td>
<td>3719</td>
<td>09-31-200-003</td>
<td>Tbd</td>
</tr>
<tr>
<td>3</td>
<td>3575</td>
<td>09-31-200-009</td>
<td>Tbd</td>
</tr>
<tr>
<td>4</td>
<td>3517</td>
<td>09-32-101-001</td>
<td>Tbd</td>
</tr>
<tr>
<td>5</td>
<td>3501</td>
<td>09-32-101-002</td>
<td>Tbd</td>
</tr>
</tbody>
</table>
| 6        | 4016 Baldwin       | 09-32-101-025       | Orion Township          | 12     | Fire Station #3

Easement Acquisition
It is recommended the Township allocates a budget for acquiring permanent and temporary easements for the pathway project. The budget should include monies for conducting a title search, developing easement descriptions and sketches, site meetings with property owners, cost for appraisals, and fair market value for purchase of easement area. The costs to perform each task for each easement are estimated based on previous projects and are as follows:
Title Search: $500
Developing Easement Documents (OHM): $1,000
Site Visits (OHM): $1,000

Total: $2,500 per easement*

Additional costs associated with each easement acquisition may include appraisals, the Fair Market Value of the easement area as determined by the appraisal and legal counsel costs. These values cannot be quantified at this time and will depend on factors such as type of property, amount of easement area, negotiations between the Township and the property owner(s).

*Since the township is the landowner of the Fire Station parcel, we anticipate this easement only requiring the preparation of the easement sketch and description. Therefore, the cost would be reduced to $1,000 for this particular easement.

OHM Advisors can assist in the easement acquisition process for the pathway. Our services will be performed on an hourly basis for the not-to-exceed amount as listed below:

**OHM Easement Acquisition Support Costs:**

**Gregory Rd. Pathway**
6 Easements:

\[\begin{align*}
5 \times \$2,500 &= \$12,500 \\
1 \times \$1,000 &= \$1,000
\end{align*}\]

**Time & Materials Estimated Total** = $13,500

OHM’s services will include obtaining title search information, creating easement documents for each parcel and meeting with the property owners on site to discuss the proposed project. Additionally, we can assist the Township in contracting with an Appraiser to conduct property appraisals if determined necessary during the acquisition process.
Agenda Item Summary

To:       Board of Trustees
From:     Donni Steele, Treasurer
Meeting Date: January 19, 2021
Memo Date: January 12, 2021
Subject:  Matured, Called and Purchases of Securities & Bonds for Water/Sewer and General Accounts

REQUEST

Please Review. If you have any questions, or would like to receive additional and supporting documentation, please contact me anytime.

REASON

To report to the Board all called/matured and purchased securities and bonds for water, sewer and general investment funds through Robinson Capital. Attached are the reports for November and December 2020.

PROCESS

Robinson Capital is our Investment Advisor and they will continue to make investment purchases on our behalf—safety, liquidity and yield, in that order. Please also review Robinson’s monthly commentary.

BUDGET

If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>N/A</th>
<th>Project/Grant Tracking?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
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<tr>
<th>Expected Invoice Date: Click or tap to enter a date.</th>
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</table>

<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>
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RECOMMENDATION (Motion)

Receive and File.
### CALLED/MATURED

<table>
<thead>
<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
<th>Security</th>
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<tbody>
<tr>
<td></td>
<td></td>
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<td>1.850% Due 11-11-20</td>
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### PURCHASES

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<tbody>
<tr>
<td>11/12/2020</td>
<td>11/12/2020</td>
<td>244701.03</td>
<td>STURGIS BANK C.D.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.400% Due 11-17-21</td>
<td></td>
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</table>

### TOTAL

---

45
<table>
<thead>
<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>250000</td>
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<tr>
<td></td>
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</table>

$ 254,701.03

244701.03

$ 244,701.03
Robinson Capital Management
Orion Township
12-01-2020 To 12-31-2020

**CALLED/MATURED**

<table>
<thead>
<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
<th>Security</th>
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<tbody>
<tr>
<td>12/1/2020</td>
<td>12/1/2020</td>
<td>250000</td>
<td>NTHRN MI UNIV-B</td>
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<td></td>
<td></td>
<td></td>
<td>3.180% Due 12-01-20</td>
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</table>

**TOTAL**

**PURCHASES**

<table>
<thead>
<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
<th>Security</th>
</tr>
</thead>
<tbody>
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<td>12/29/2020</td>
<td>220000</td>
<td>ROCHESTER-TXBL</td>
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<td></td>
<td></td>
<td>0.391% Due 10-01-23</td>
</tr>
</tbody>
</table>

| 12/15/2020 | 12/16/2020  | 500000   | FANNIE MAE  |
|            |             |          | 0.250% Due 11-27-23 |

**TOTAL**
<table>
<thead>
<tr>
<th>Amount</th>
<th>CALLED/MATURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>250000</td>
<td>Matured</td>
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<td>6360</td>
</tr>
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$ 256,360.00

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>220000</td>
</tr>
</tbody>
</table>

500770  
72.92

$ 720,842.92
The Federal Reserve balance sheet grew by $120 billion in December and is expected to maintain that growth rate in the year ahead. With the Fed Funds rate pegged at zero, buying bonds will serve as the Fed's primary tool to provide market accommodation when deemed necessary. In a move to reassure the markets, Fed Chair Powell promised that the Fed's accommodative stance was here to stay and that any changes to asset purchasing will be communicated "well in advance."

Interest rates were relatively unchanged in December.

Total jobless claims have drawn down a bit since peaking in August, but remain at historically high levels. These claims are required in order to receive unemployment benefits and represent claims made to multiple government departments. With just under 20 million claims made in December, there is still a long way to go until we get back to pre-COVID levels.
**Economic Comments**

- **Market Review:** For the third straight month the Robinson Leading Economic Index set a new 2-year high. The theme for December was a continuation of what we have seen since the summer: strong manufacturing, very strong housing and construction numbers, and a stable and improving stock and bond market. The actions taken by the U.S. Treasury and the Federal Reserve in 2020 were historic in precedent and magnitude, and culminated in December with a second round of stimulus checks to individuals and the Fed reaffirming its intentions to continue large, monthly asset purchases. Future actions by both entities will be of heightened importance to the direction of the 2021 economy.

- **Inflation:** We like to measure inflation expectations using the 10-Year breakeven rate, which is the difference between the yield of a nominal 10-Year treasury and a 10-Year inflation-linked bond (TIPS). The primary advantage to using the breakeven rate to measure inflation expectations is that it is a market-based measurement where investors (the market) have a vested interest in pricing inflation correctly because their money is on the line. The market’s inflation expectations (see bottom left) have risen quickly since March reaching its highest levels in over two years and sitting just below the Federal Reserve’s target of 2%.

- **Employment:** Every month the Institute for Supply Management (ISM) conducts a survey to measure sentiment among purchasing managers at manufacturing and service businesses across categories such as prices, production, orders and employment. In December, the ISM Employment Index (see bottom right) rose to 51.5 which is in expansion territory. December’s reading is above the Index’s 20-year average but we will look for stronger future readings to signal a more permanent employment recovery.

---

**Robinson Leading Economic Index**

**Robinson Combined Index (Leading Economic, Housing, Recession Models)**

**10-Year Breakeven Rate**

**ISM Employment Index**

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RobinsonFunds.com
No matured or called bonds for November.

<table>
<thead>
<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/12/2020</td>
<td>11/12/2020</td>
<td>245000</td>
</tr>
<tr>
<td>Security</td>
<td>Amount</td>
<td>CALLED/MATURED</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------</td>
<td>----------------</td>
</tr>
<tr>
<td>STURGIS BANK C.D.</td>
<td>245000</td>
<td></td>
</tr>
<tr>
<td>0.400% Due 11-17-21</td>
<td></td>
<td></td>
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</tbody>
</table>

**TOTAL** $ 245,000.00
**Called/Matured**

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<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/22/2020</td>
<td>12/22/2020</td>
<td>250000</td>
</tr>
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</table>

**Purchases**

<table>
<thead>
<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No purchases for the month of December.
<table>
<thead>
<tr>
<th>Security</th>
<th>Amount</th>
<th>CALLED/MATURED</th>
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</thead>
<tbody>
<tr>
<td>WELLS FARGO BAN</td>
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<tr>
<td>2.150% Due 12-22-20</td>
<td>250000</td>
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<tr>
<td>TOTAL</td>
<td>$</td>
<td>250,000.00</td>
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</table>

<table>
<thead>
<tr>
<th>Security</th>
<th>Amount</th>
</tr>
</thead>
</table>

Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: January 18, 2021
Memo Date: January 14, 2021
Subject: Grid4 High Speed Internet/Phone Contract for Municipal Complex

REQUEST
The request is to approve the service agreement with Grid4 Communications for high-speed internet and phone services for the Municipal Complex.

REASON
Grid4 Communications is a communications carrier and managed IT services provider, headquartered in Troy, Michigan. The Township wishes to enter a three-year service agreement with Grid4 Communications to provide high-speed internet and phone service to the new Municipal Complex located at 2323 Joslyn Road. The communications solutions Grid4 provides are fully compatible with the Township’s existing Mitel phone network. The estimated monthly cost for this service is $3,361.50 (includes high-speed internet at the municipal complex and phone service at all Township-staffed facilities). The Township currently pays an average $4,640.44 for phone service only. Other internet quotes received included Comcast at $1,600 per month, and $1,520 for Merit. Grid4’s internet only cost is $869.95 per month.

Entering into the service agreement now will allow for Grid4 to have the necessary time needed to complete the infrastructure build-out/establish the fiber connection, to be ready for move in as early as July. The Township will not be billed for service until we have entered the new facility.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>☒</th>
<th>Project/Grant Tracking?</th>
<th>☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Invoice Date:</td>
<td>10/1/2021</td>
<td>Reviewed by Budget Director?</td>
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</table>

<table>
<thead>
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<th>Account No.</th>
<th>Description</th>
<th>Budget Amount (2021)</th>
<th>Estimated Cost</th>
<th>Remaining Budget</th>
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</thead>
<tbody>
<tr>
<td>Multiple</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Approve the service agreement with Grid4 Communications, with any minor modifications as recommended by the Township Attorney and approved by the Township Supervisor and authorize the Supervisor to execute the same.
Grid4 Communications
2107 Crooks Road
Troy, MI 48084
United States
T: 2482448100
F: 2482838800

Address
Charter Township of Orion - Township Offices - 100 Mb
Chris Barnett
2323 Joslyn Rd
Orion charter Township, MI 48360
United States
T: 248-391-0304
E: cbarnett@oriontownship.org

SmartCOMM® Cloud Phone System *Unbundled*

<table>
<thead>
<tr>
<th>Type</th>
<th>Item</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>UCaaS</td>
<td>*Cloud Phone System Package</td>
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<td>$79.95</td>
<td>$79.95</td>
</tr>
<tr>
<td></td>
<td>- Main Telephone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Phone System Administration</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Multi-level Auto Attendant</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Caller ID Name and Number</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Directory Listing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Music on Hold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Toll Free Number</td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td>* Up to 3 Multi-line Hunt Groups</td>
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<td></td>
<td>- E-911</td>
<td></td>
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<tr>
<td></td>
<td>- 5000 Domestic LD minutes</td>
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<tr>
<td></td>
<td>- Voicemail to Email</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- High Definition (HD) Voice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Online Audio Conferencing</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item Discount ($30.00)*
Base Price
Contract Term: 36 Months
Handset Environment: Mitel 6800 Series

Internet Connection
High-Speed Internet Access - 36 month Term
Grid4's Internet access options combine a high-performance IP network and partnerships with communications providers around the globe to provide worldwide Internet connectivity for your business or organization.

Item Discount ($25.00)*
Bandwidth: 100 MB Fiber
IP Addresses: /29 (5 useable IPs)

UCaaS
*CPS VoIP Call Path
Number of concurrent call sessions permitted

Item Discount ($115.00)*
# Service Order Agreement

<table>
<thead>
<tr>
<th>Type</th>
<th>Item</th>
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<th>Price</th>
<th>Total</th>
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<tbody>
<tr>
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<td>$12.95</td>
<td>$569.80</td>
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<td></td>
<td>- Direct Number (DID)</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Call Hold</td>
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<td></td>
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<tr>
<td></td>
<td>- Voicemail</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Voicemail to Email</td>
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<td></td>
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<tr>
<td></td>
<td>- Unlimited Local &amp; IntraLATA Calling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Domestic LD rated at $.0299/minute</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Item Discount ($88.00)</strong></td>
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<tr>
<td>UCaaS</td>
<td>*Basic User</td>
<td>13</td>
<td>$6.95</td>
<td>$90.35*</td>
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<tr>
<td></td>
<td>- Direct Number (DID)</td>
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<tr>
<td></td>
<td>- Caller ID with Name</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>- Call Forwarding</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Unlimited Local &amp; IntraLATA Calling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Domestic LD rated at $.0299/minute</td>
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<td></td>
<td></td>
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<tr>
<td>Equipment</td>
<td><strong>IP Handset Business</strong></td>
<td>56</td>
<td>$6.00</td>
<td>$336.00*</td>
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<td></td>
<td><strong>Phone Models:</strong> Mitel 6869i</td>
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<tr>
<td>Equipment</td>
<td><strong>IP Handset Executive</strong></td>
<td>1</td>
<td>$9.00</td>
<td>$9.00*</td>
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<td></td>
<td><strong>Phone Models:</strong> Mitel 6873i</td>
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<tr>
<td>Equipment</td>
<td><strong>24 Port Managed PoE Switch</strong></td>
<td>1</td>
<td>$24.95</td>
<td>$24.95*</td>
</tr>
<tr>
<td></td>
<td>24 port Managed Power over Ethernet switch for SmartCOMM® Cloud Phone System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Base Price</strong></td>
<td></td>
<td>$7.95</td>
<td>$7.95*</td>
</tr>
<tr>
<td></td>
<td><strong>24 Port Switch Options:</strong> Gigabit Upgrade</td>
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<td>$17.00</td>
<td>$17.00*</td>
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<tr>
<td>Equipment</td>
<td><strong>48 Port Managed PoE Switch</strong></td>
<td>1</td>
<td>$39.95</td>
<td>$39.95*</td>
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<tr>
<td></td>
<td>48 port Managed Power over Ethernet switch for SmartCOMM® Cloud Phone System</td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Base Price</strong></td>
<td></td>
<td>$9.95</td>
<td>$9.95*</td>
</tr>
<tr>
<td></td>
<td><strong>48 Port Switch Options:</strong> Gigabit Upgrade</td>
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<td>$30.00</td>
<td>$30.00*</td>
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<tr>
<td>Additional</td>
<td>Foreign/Non-Published Directory Listing</td>
<td>6</td>
<td>$9.95</td>
<td>$59.70*</td>
</tr>
<tr>
<td>Option</td>
<td><strong>POTS Business Lines + Features</strong></td>
<td>2</td>
<td>$59.95</td>
<td>$119.90*</td>
</tr>
<tr>
<td></td>
<td>Resold AT&amp;T analog POTS line - usage rated at $0.45 per local call. Domestic LD &amp; Toll will be rated at $0.05 per minute</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td><strong>Design, Configuration &amp; Implementation</strong></td>
<td>1</td>
<td>$9,370.35</td>
<td>$9,370.35</td>
</tr>
<tr>
<td></td>
<td>Design, Configuration and Implementation of Grid4 Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Item Discount ($9,370.35)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

59
* Recurring fees billed monthly for length of contract term beginning at service activation.

Pricing above does not include any additional fees, surcharges or taxes. Once an order is submitted, a site survey may be conducted to verify rates and availability. If rates are adjusted due to additional build-out cost or if the circuit is not available, Customer will have the option to pay the additional fees or cancel the respective circuit. Renewal terms begin immediately following the expiration of current service term. Renewal rates become effective upon receipt of executed agreement.

Comments
NOTE: This quote INCLUDES the 100 MB x 100 MB fiber connection with gigE router and 2 POTS lines.

For comparison to current Cloud Phone System services, adjusted MRC is $1435.55 as configured.

A site survey of all locations will be completed after order acceptance, and adjustments will be made as appropriate to the actual production order, consistent with need.

Cost Breakdown

<table>
<thead>
<tr>
<th>Type</th>
<th>Total Including Any Installation Fees</th>
<th>Monthly Recurring Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>UCaaS</td>
<td>$1,198.95</td>
<td>$1,198.95*</td>
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<tr>
<td>Internet Connection</td>
<td>$894.95</td>
<td>$894.95*</td>
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<tr>
<td>Equipment</td>
<td>$409.90</td>
<td>$409.90*</td>
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<tr>
<td>Additional Option</td>
<td>$59.70</td>
<td>$59.70*</td>
</tr>
<tr>
<td>POTS</td>
<td>$119.90</td>
<td>$119.90*</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$9,370.35</td>
<td>$9,370.35*</td>
</tr>
<tr>
<td>Discount</td>
<td>($9,628.35)</td>
<td>($9,628.35)*</td>
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<tr>
<td>Total</td>
<td>$2,425.40 USD</td>
<td>$2,425.40 USD*</td>
</tr>
</tbody>
</table>

* Recurring fees billed monthly for length of contract term beginning at service activation.

Acceptance Terms

By Signing Below, the person signing on behalf of the customer personally represents and warrants to Grid4 that he or she has the authority and power to sign on behalf of the customer and bind customer to this agreement. Customer understands and agrees to be bound by the terms and conditions found at: http://www.grid4.com/terms-and-conditions. Customer understands that if he or she terminates this agreement prior to the end of the service agreement, customer accepts responsibility for and agrees to pay any charges associated with a premature termination of the executed Service Order Agreement as liquidated damages, as described in the terms and conditions. This would include pricing adjustments which vacates preferred discounted contracted rates and customer agrees to retroactively pay non-contracted rates due to failure to complete the term associated with the most recent executed Service Order Agreement, as well as any Design, Configuration and Installation charges otherwise waived for completion of the term. Customer authorizes Grid4 to obtain billing information and customer service records with respect to customer’s telephone numbers, as well as customer’s credit information. This agreement is accepted by Grid4 on the date indicated above, and the service period shall begin upon the initiation of service.

I have read, understood, and agree with the terms above.
Agenda Item Summary

To: Charter Township Of Orion Board of Trustees
From: Charter Township of Orion Planning Commission
Meeting Date: January 19, 2021
Memo Date: January 12, 2021
Subject: PC recommendation of Appointment to ZBA

REQUEST
Appoint Don Walker to serve as the Planning Commission member serving on the Zoning Board of Appeal.

REASON
The Planning Commission By-Laws call for a member of the Planning Commission to serve on the Zoning Board of Appeals. The Planning Commission, at their January 6, 2021 meeting, passed a motion to recommend Don Walker as the Planning Commission member serving on the Zoning Board of Appeals for 2021.

PROCESS
Appoint Don Walker as the Planning Commission member serving on the Zoning Board of Appeals for 2021.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
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<table>
<thead>
<tr>
<th>Expected Invoice Date:</th>
<th>Reviewed by Budget Director?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click or tap to enter a date.</td>
<td>☐</td>
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</table>

<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)
Move to appoint Don Walker to serve as the Planning Commission representative on the Zoning Board of Appeals for 2021.
Agenda Item Summary

To: Board of Trustees

From: Chris Barnett
       Township Supervisor

Meeting Date: January 19, 2021
Memo Date: January 13, 2021
Subject: Planning Commission Resignation & Appointment

REQUEST:

Justin Dunaskiss, PC, has submitted a notice of resignation, effective immediately.

Attached please find an application from Jessica Gingell for this position.

REASON:

PROCESS:

BUDGET

If yes, fill out information below:

Financial Item? ☐
Project/Grant Tracking? ☐
Expected Invoice Date: Click or tap to enter a date.
Reviewed by Budget Director? ☐

<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)

Accept the resignation of Justin Dunaskiss and direct the Clerk to send a letter of appreciation, and appoint Jessica Gingell to the PC for a term ending 12-31-2022.

attachment (Board only)
Agenda Item Summary

To: Board of Trustees

From: Chris Barnett
Township Supervisor

Meeting Date: January 19, 2021
Memo Date: January 13, 2021
Subject: Zoning Board of Appeals Resignation & Appointment

REQUEST:
Lucy Koscierny, ZBA, has submitted a notice of resignation, effective January 11, 2021.

Derek Brackon, who is currently an Alternate on the ZBA, is interested in the position.

REASON:

PROCESS:

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Grant Tracking?</td>
<td>☐</td>
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<tr>
<td>Reviewed by Budget Director?</td>
<td>☐</td>
</tr>
<tr>
<td>Expected Invoice Date:</td>
<td>Click or tap to enter a date.</td>
</tr>
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</table>

<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>
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</tbody>
</table>

RECOMMENDATION (Motion)
Accept the resignation of Lucy Koscierny with regret and direct the Clerk to send a letter of appreciation, appoint Derek Brackon to the ZBA as a Regular Member for a term ending 12-31-2021, and advertise the vacancy of Alternate.
Agenda Item Summary

To: Charter Township of Orion Board of Trustees
From: Penny S. Shults
Meeting Date: January 19, 2021
Memo Date: January 7, 2021
Subject: Second Reading – PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment Agreement

REQUEST
Board action on PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment Agreement.

REASON
Please refer to documentation from your December 21, 2020 meeting packet (following).

PROCESS
First reading was held on December 21, 2020 and the item was advertised in the December 30, 2020 edition of The Orion Review for second reading and possible adoption at the January 19, 2021 meeting.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
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Expected Invoice Date: Click or tap to enter a date.

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<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)
Move to declare that the second reading of PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment to have been held on January 19, 2021 and to approve.
Good morning,

Thank you for your email. I will read it into the record at the Second Reading scheduled for January 19, 2021 at 7:00 p.m. The meeting will be held via Zoom. Please see the attached notice with meeting information.

Penny S. Shults
Orion Township Clerk | Clerks Office
2525 Joslyn Road | Lake Orion, MI 48360
O: 248.391.0304, ext. 4001 | F: 248.391.9984
www.oriontownship.org

"Iron sharpens iron, and one man sharpens another." The Bible

From: Steven Miller <smill@umich.edu>
Sent: Sunday, January 10, 2021 11:49 AM
To: Penny Shults <pshults@oriontownship.org>
Subject: PC-2019-48 Cottages @ Gregory Meadows Final PUD Plan

Dear Clerk Shults:

I hope you and your family are well during these times.

My name is Steven Miller and I am a resident of Morgan Pines in Lake Orion. I have lived in the area since the second grade and I am a proud graduate of Paint Creek Elementary, Waldon Middle School, and Lake Orion High School. After attending the University of Michigan I decided to move back to Lake Orion and purchase my first home here.

It has come to my attention that the Planning Commission has “approved with the exceptions” the Planned Urban Development for the Gregory Meadows condo complex. First, I am disappointed that Pulte Homes is encroaching further towards our subdivision. I will miss having the beautiful woods to look at and the wildlife that took residence there.

The reason I am writing is not in regard to the loss of green space, but a safety issue for Morgan Pines. My neighbors and I urge the Board to keep the emergency gate as part of the PUD plan and request that Gregory Meadows owns and pays for the gate.

Thank you for reading my letter; I hope that this will bear consideration for the future development.

Sincerely,
Board of Trustees,

We are asking that the emergency gate remain part of the PUD Plan and the gate shall be owned and maintained by Gregory Meadows.

Thank you,

Christina Belanger

Referencing PC-2019-48 Cottages @ Gregory Meadows Final Pud Plan
Hello,

Thank you for your email. I will include a copy of your comments with the 2nd reading that is scheduled for the January 19, 2021 Board meeting. This is the second email I received from you and both comments will be included.

Penny S. Shults
Orion Township Clerk | Clerks Office
2525 Joslyn Road | Lake Orion, MI 48360

“Iron sharpens iron, and one man sharpens another.” The Bible

-----Original Message-----
From: Jassosh@aol.com <Jassosh@aol.com>
Sent: Monday, January 4, 2021 3:56 PM
To: Penny Shults <pshults@oriontownship.org>
Subject: PC-2019-Cottages@Gregory Meadows Final PUD Plan

To: Board of Trustee, I'm asking that the emergency gate remain part of the PUD Plan and the gate shall be owned and maintained by Gregory Meadows Final PUD Plan. Thank you Sharon Jasso at 4473 Peppermill Ln. Lake Orion Mi. 48359

Sent from my iPhone
Hi Don,

Thank you for your email. I will include a copy of your comments with the 2nd reading that is scheduled for the January 19, 2021 Board meeting.

Penny S. Shults
Orion Township Clerk | Clerks Office
2525 Joslyn Road | Lake Orion, MI
48360
O: 248.391.0304, ext. 4001 | F:
248.391.9984 www.oriontownship.org

"Iron sharpens iron, and one man sharpens another." The Bible

From: Don Hickmott <gingellman1@gmail.com>
Sent: Tuesday, January 5, 2021 9:33 AM
To: Penny Shults <pshults@oriontownship.org>
Subject: Cottages of Gregory Meadows safety path

Hi Penny
I sent the note below to Chris, Mike, Donni and you last night--- but messed up your email address, so it bounced back. So resending it only to you this time. Seems to be lots of ways of spelling shults.
Take care
Don

The Gregory Road safety path proposal now ends at the Gregory Meadows property line, as you know. This looks like a BUNGLED OPPORTUNITY by the Board. If the Board is not willing to press Pulte to extend the path to Pulte's 103 home sites, then, to save face, the Board should end the path at the Cottages. As is, the path closely resembles Maybe Road's path that ends at the swamp.

No one knew about The Cottages 4 years ago when the Gregory Meadows path requirement was waived by the Board. You had an excuse then, but not now.

Between you are 4 votes. Please press Pulte to hook up to Gregory Meadows as part of their $29 million Cottages project. Rezoning approval should hinge on this.

Don Hickmott
Penny Shults

From: Penny Shults
Sent: Tuesday, January 5, 2021 1:42 PM
To: Jassosh@aol.com
Cc: Chris Barnett; Tammy Girling; Agenda Item Submittal
Subject: RE: Emergency gate

Ms. Jasso,

Thank you for your email. I will include a copy of your comments with the 2nd reading that is scheduled for the January 19, 2021 Board meeting.

Penny S. Shults
Orion Township Clerk | Clerks Office
2525 Joslyn Road | Lake Orion, MI 48360

"Iron sharpens iron, and one man sharpens another." The Bible

-----Original Message-----
From: Jassosh@aol.com <Jassosh@aol.com>
Sent: Tuesday, January 5, 2021 10:55 AM
To: Penny Shults <pshults@oriontownship.org>
Subject: Emergency gate

As a concerned result of Morgan Pines, our safety is in jeopardy wit the connection of The Cottages @ Gregory Meadows to Peppermill Lane. This is not a viable thoroughfare. We appreciate the revision of the PUD Plan to include an emergency gate at that intersection and ask that the Board mandate the gate remains part of the Final PUD Plan. Thank you to the PC and Board of Trustees for insuring the safety of our residents in Morgan Pines. Sharon Jasso

Sent from my iPhone
Agenda Item Summary

To: Charter Township Of Orion Board of Trustees
From: Charter Township Of Orion Planning Commission
Meeting Date: December 21, 2020
Memo Date: December 15, 2020
Subject: PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement

REQUEST
Board action on PC-2019-48, Cottages at Gregory Meadows Final PUD Plan Rezone/Map Amendment and Agreement.

REASON
The Planning Commission at their December 2, 2020 meeting passed a motion to recommend conditional approval of PC-2019-48, Cottages at Gregory Meadows Final PUD Plan Rezone/Map Amendment.

PROCESS
The Township Board of Trustees holds the first reading on December 21, 2020 and directs the Clerk to publish for the second reading and possible approval of PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement, on January 19, 2021.

BUDGET
If yes, fill out information below:

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Expected Invoice Date: Click or tap to enter a date.
Reviewed by Budget Director?
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RECOMMENDATION (Motion)

December 21, 2020

The Charter Township of Orion Board of Trustees having reviewed the application, the Township consultant reviews and having taken into consideration all of the following eligibility criteria:

1. Recognizable Benefit
2. Density Impact
3. Township Master Plan
4. Economic Impact
5. Guaranteed Open Space
6. Unified Control

(IF MOTION TO APPROVE FIRST READING)
Move to declare the first reading of PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement, was held on December 21, 2020 and approve the request to rezone the property from Suburban Farms (SF) to Planned Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) for plans date stamped received November 6, 2020, and direct the Clerk to publish for second reading and possible approval/adoption on January 19, 2021 for the reasons given by the Planning Commission at the December 2, 2020 meeting and the conditions set forth by the Planning Commission on December 2, 2020.

OR

(IF MOTION TO DENY FIRST READING)
Move to declare that the Orion Township Board of Trustees held and denied the first reading on December 21, 2020, for PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement, a request to rezone the property from Suburban Farms (SF) to Planned Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) for plans date stamped received November 6, 2020, for the reasons discussed and stated by the members of the Board of Trustees this evening.

OR

(IF MOTION TO REFER THE FINAL PLAN BACK TO THE PLANNING COMMISSION)
Move to refer the Final PUD plan back to the Planning Commission for PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement, with the following comments: (insert comments)

January 19, 2021

The Charter Township of Orion Board of Trustees having reviewed the application, the Township consultant reviews and having taken into consideration all of the following eligibility criteria:
1. Recognizable Benefit
2. Density Impact
3. Township Master Plan
4. Economic Impact
5. Guaranteed Open Space
6. Unified Control

(IF MOTION TO APPROVE SECOND READING)
Move to declare the second reading of PC-2019-48 Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement, was held on January 19, 2021, and approve the request to rezone the property from Suburban Farms (SF) to Planned Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) for plans date stamped received November 6, 2020, for the reasons given by the Planning Commission on December 2, 2020 meeting and the conditions set forth by the Planning Commission on December 2, 2020. In addition, the Township Supervisor and Township Clerk are authorized to sign the PUD Agreement on behalf of the Township after it is approved by the Township Attorney
(IF MOTION TO DENY SECOND READING)  
Move to declare that the Orion Township Board of Trustees held and denied the second reading on January 19, 2021 for PC-2019-48, Cottages at Gregor Meadows Final PUD Rezone/Map Amendment and Agreement, the request to rezone the property from Suburban Farms (SF) to Planner Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) for plans date stamped received November 6, 2020 for the reasons discussed and stated by the members of the Board of Trustees this evening.

(IF MOTION TO REFER THE FINAL PLAN BACK TO THE PLANNING COMMISSION)  
Move to refer the Final PUD plan back to the Planning Commission for PC-2019-48, Cottages at Gregory Meadows Final PUD Rezone/Map Amendment and Agreement, with the following comments: (insert comments).
The applicant is requesting Planned Unit Development Final plan approval to rezone 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) from Suburban Farms (SF) to Planned Unit Development (PUD) to construct 72 single-family stand-alone condominium units.

A joint public hearing with the Planning Commission and Board of Trustees was conducted on October 16, 2019. That same evening the Planning Commission postponed the case so the applicant could incorporate some of the comments received at the public hearing into the plans. The applicant returned on January 15, 2020 where a motion was passed to recommend conditional approval of the concept plan to the Board of Trustees (5-2 vote). On February 3, 2020 the Board of Trustees concurred with the Planning Commission’s recommendation and conditionally approved the concept plan with the condition of an acceptable PUD agreement with the understanding that the applicant would design and build a safety path in front of their development east to Baldwin and with the understanding the Township would be responsible for securing easements.

The applicant then submitted Final PUD plans along with a draft PUD agreement. The case was placed on the October 21, 2020 Planning Commission agenda. That evening the Planning Commission postponed the case due to the number issues called out in the consultant reviews. The applicant returned on December 2, 2020 where the Planning Commission passed the following motion recommending conditional approval of the final PUD plan.

Moved by Vice-Chairman Reynolds, seconded by Commissioner Walker, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2019-48 Cottages at Gregory Meadows Planned Unit Development (PUD) Final Plan/request to rezone the property from Suburban Farms (SF) to Planned Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) for plans date stamped received November 6, 2020. This recommendation to approve is based on the following findings of facts: that the PUD concept and the final presentation is in substantial compliance with their PUD requirements; that the proposed zoning and its density is in parallel to the Master Plan; there are no detrimental effects to trafficking the surrounding area; it is compatible with the existing adjacent uses of residential; this following recommendation for approval is based on the following conditions: that the plan reviewer address, the presentation, and the final plan submitted, and future submission to address the concerns A-J in the planners report presented tonight along with the two minor comments presented by OHM; comments from our Fire Marshal be addressed with a siren activated gate and any
other safety concerns comply with the fire code and other Township ordinances.

Discussion on the motion:

Planning & Zoning Director Girling said that she had a question on the motion, related to addressing the comments administratively from the reviews. She said that one of the comments was the willingness to have it as a deviation from the ordinance for the tree count. If the Planner is reviewing it, if the Planning Commission hasn't specifically said that that is one of the deviations, then that could leave an open question. She asked if, indeed this motion is saying that the Planning Commission is accepting the trees as they are showing.

Vice-Chairman Reynolds stated that his intent of the motion was that the trees as presented in the plans submitted were ok. He wanted to clarify his motion and incorporate two additional conditional approvals, would be the review and approval of the PUD Agreement by the Township Attorney, and then also a separate review and approval of the condominium documents by the Planner, Engineer, and the Township Attorney.

Commissioner Walker asked if the applicant was going to do something more than they have already decided to do with regards to the trees. Mr. Anderson said that he tried to demonstrate the complexity of the site. He added that it is a very difficult site it comes up 50-ft., back down, 70-ft. With the planning design and the engineering constraints, they have maximized the preservation given all the rules, he guessed, from a design perspective. He said that Pulte asked if there was anything else, they could do. He said that their grading plan was 100% done. They have maximized the preservation of what they could do. He said there was nothing more that they could do for the non-exempt trees. What they have done since the last part, though, is they have ensured that they will replace all the replacement tree requirements on the project site. He said he thought they had 12-acres of open space, and 4-acres of great preservation and thought it was a good cluster of trees, and they were adding a substantial amount of replanting on the property. All their replacement trees will be one on the property, and that is very expensive. Street trees are easy to do, they are supplementing them across the project, and so that was their proposal, and that is their best effort forward.

Vice-Chairman Reynolds said that he wanted to clarify the intent of his motion. He thought that they needed to clarify some of these items that are not being governed by the ordinance such as decks. He thought that it would probably be a deed restriction or condo doc item that will pop up and make sure that it is in there because it does not conform to our standard ordinance. He asked the Planner if that was correct? Planner Fazzini replied yes; the HOA would typically regulate open space, general common open space improvements in those areas with this being a condo
development. What they are expecting to see, the issue of decks or sheds or things like that addressed as far as what is permitted for future residents. This is in case this is just this kind of a standard zoning item that should be included for the township permitting purposes in the future. Vice-Chairman Reynolds asked if it would be the same for the maintenance for the Fire Marshals concerns with the gate and everything like that, that would be the best place for that? Planner Fazzini replied that he can’t speak to that, but it would be in the PUD agreement. He was not sure if that would need to be in the condo documents.

Vice-Chairman Reynolds said he thought that his intent would be is that that is kind of written into the bylaws of the property and that was part of the maintenance agreement as other standard items will be, just to clarify intent.

Mr. Don Hickmont commented regarding the safety path. He said that the safety path now ends at the edge of Gregory Meadows and doesn’t extend down to the Gregory Meadows driveway. He said if that safety path is ever going to be extended, he thought that they would have to get that on Pulte’s agenda now. There is an example of a problem with them never finishing one of those, and it is over on Maybee Rd., just a half of a mile north, where the safety path is, and thought that was a Pulte subdivision too built about 30-years ago. He said that the safety path ends at the beginning of a swamp, and it has never been completed and that was 30-years ago. He added that if they ever are going to get the safety pass down to Gregory Meadows, he noted that there were 103 homes going in, 25 have been sold already, now is the time to do it because if you think that Pulte is going to step up and do it voluntarily, he didn’t think that would happen, and felt that they needed to make a commitment to do that. He noted that he lived next door and didn’t plan to use the safety path, but for the sake of the 103 people next door, it seemed like the right thing to happen.

Roll call vote was as follows: Reynolds, yes; Gross, yes; Urbanowski, yes; St. Henry, yes; Walker, yes; Dunaskiss, yes. Motion carried 6-0. (one vacancy)

Attached please find: the PUD Final Plans (date stamped November 6, 2020), a plan showing the Gregory Road Safety Path (stamped September 11, 2020), the original PUD application, the draft PUD agreement, consultant review letters, minutes from the October 21, 2020 and December 2, 2020 Planning Commission meetings and citizen correspondence. Please do not hesitate to contact me with any questions at x 5000.
C. PC-2019-48, Cottages at Gregory Meadows Final PUD, located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008).

Vice-Chairman Reynolds noted that this is a final PUD, there has been a Public Hearing and a preliminary PUD review. He added that their deliberation will be forwarding on a recommendation to the Board of Trustees.

Vice-Chairman Reynolds asked if the applicant was present?

Mr. Bill Anderson with Atwell at 311 N. Main Ann Arbor the engineer for the project presented.

Mr. Anderson stated that the applicant for the project Joe Skore Vice-President of Pulte Homes of Michigan was with him.

Mr. Anderson noted that they got Concept approval with the details from the Planning Commission and then the Board of Trustees in February 2020. They have since then done engineering and prepared the final PUD, adding about 40 sheets of plans, profiles, and details. The plans didn’t change from their concept, they did a lot of work upfront conceptually, grading, and those things because it is a difficult site. The final PUD is almost identical in layout and content of their preliminary approval. They were hopeful to get final PUD approval from the Planning Commission. They still had to finalize their engineering and permits; they have some changes there but that would be a later final step. They were there to answer any questions on the final PUD.

Planner Fazzini read through his review date stamped October 7, 2020.

Engineer Landis read through his review date stamped October 9, 2020.

Engineer Landis had an additional comment that was not on the original letter that he wanted to add. They noticed that the pathway that is being proposed along Gregory Rd. is going to leave a gap along the Gregory Meadows development and wanted to see that pathway extended along the frontage of Gregory Meadows to connect into the internal sidewalk within that development so they are not left with a gap.

Vice-Chairman Reynolds said that there was concerns from the Fire Marshal about the gate. He knew that it had been a discussion between Peppermill Lane and the development and it was stated that a gate is not an effective way to create a safety access due to maintenance and concerns. There were several comments going back and forth between the developer and the Fire Department regarding the road access can be provided and it could also be gated but it needs to be maintained so there was some discussion and felt that was a topic that they should touch on.

Secretary St. Henry asked the applicant if the original PUD agreement called for a minimum of 50% side entry garages or recessed garages? Mr. Anderson replied that was correct; they did not have side entry they will all be straight in and they will meet the code of 50% recessed per the code and was stipulated in the PUD agreement. Secretary St. Henry asked if they were all front facing garages but are recessed? Mr. Anderson replied they are recessed per the standards, yes.

Mr. Joe Skore with Pulte Homes of Michigan. He thought that the requirement was at least 50% of the garages would be recessed by a minimum of 5-ft. and they intend to comply with that
requirement. He added that they initially submitted the Bay Port plan and they have agreed to eliminate that plan from the line-up.

Trustee Steimel said that they didn’t get any more assurances from the Concept plan. That is what the purpose is to get those loops closed up. Better renderings so they could say they were good in a PUD. He said if the access to Peppermill Lanes has always been contentious. He understood that they put that stub road at Peppermill Lane it was put in years ago because they knew there should be cross access between developments. His problem was that was developed back when they thought it was going to be connected to an (SE) development. Now this comes in and it is extremely denser and his concern was that Peppermill Lane is not developed in a way that can handle that much extra traffic. He noted that the way that this is getting developed there is no way to loop the roads and they need some kind of secondary access for the Fire Department so they have to have access over there. He said he always said that at least it could be emergency access but of course they are really concerned about that. He didn’t want it to be a regular thoroughway right now. He said looking at it, because they are providing that access to the east that could become more of the permanent way of looping through the system and having two ways in, and that gate could even be taken down at that point. Just in the temporary time here they don’t know when that other parcel might develop that they have to have secondary access for emergency vehicles the way this is developed. He knew that the Fire Marshal didn’t like it and he agreed that if they put something in it should be one of those siren-activated gates. He didn’t realize that they were going to propose the bollards. They have some of those on some of the paths and is not as easy as they think. Vice-Chairman Reynolds stated that he didn’t believe at this point that the Fire Marshal is even saying that that could be approved. It is not to our standard or to the standards that they have adopted. Trustee Steimel said that they have the same problem on some of the safety paths when there is an emergency out there because usually, they lock them, and then they have to find somebody that has the key and get it unlocked and pull up the bollards. Otherwise, they are just down all the time and their current design it kind of sticks up. He added that if they are going to put anything in there, he would rather it be a siren activated gate versus the bollards. These were some of the conditions that they talked about in Concept approval that had to be worked out.

Trustee Steimel said that he didn’t know how they could guarantee 50% of the side entry unless they designate what they are. They don’t designate what it is going to be, that is not the way they operate just as people come in, they can select which house they want to have.

Secretary St. Henry questioned if there were no side entries? Mr. Anderson said that there is no side entry. He noted that the standard was 50% of the homes have to be either side entry or 50% has to be recessed garage. They are proposing 50% recessed garages. He noted that would be tracked and is common with the Building Department and their folks.

Secretary St. Henry questioned and noted that it was stated by the Planner that they are still looking into the final PUD plans or that there were possibly some loose ends? Planner Fazzini replied that there is a PUD agreement which will be an agreement between the Township and the applicant/property owner that typically doesn’t occur until the Township Boards readings of the final PUD. That review has just started but it will need to reflect their approval, such as the 50% recessed garage would need to be in that agreement just as an additional strength to have that. He deferred to Planning & Zoning Director on how that should be tracked that could be done at permitting. It would be a condition if the project builds out and doesn’t meet the 50% that could be a compliance issue down the road. There will be an agreement document that will try to mimic their consideration.
Vice-Chairman asked if it would be a community where they have the choice to pick the lot and plan that they would like to build? Mr. Anderson replied certainly; the PUD agreement that they are going to stipulate they will stipulate that condition and also have the architectural conceptional requirements right in there as an exhibit to that agreement. It will be up to them to monitor and meet that agreement. Planner Fazzini said on the building design that is up to their comfort level as far as they are fine with that being included in the agreement and up to the Township Board or if they would want to see more detail on building elevations down to the material of the window but was up to their discretion.

Secretary St. Henry asked what were some of the items that should have been included in this latest round? Trustee Steimel replied that it was hard to evaluate based on the information that they have that they are not meeting a lot of the requirements that they normally have for one of these. They talk about the open space, is it useable? It does have a path. They didn’t do a lot to preserve much and some of that was because they didn’t want to designate a lot or a building envelope so they can’t tell what they are doing with the normal tree requirements. It is going to be mass graded and be barren from that point on. A lot of those rules are in place to try to prevent that from happening and try to preserve some of that but the plans currently don’t show that. There is no way, based on what they are presenting to them, that they can say what is happening, and is hard for them to do. A lot of those requirements were because the goal was, they know things have changed but they have to remember when these things were put in a lot of these rules were because what they were trying to promote was families to move into. There are certain requirements that they try to put in there to make this attractive to enticing families that want to be part of the community. That is what they are trying to do through some of these standards is that they build something that attracts more families that are going to invest in the community, and this obviously isn’t that, so it gets tough and then it gets subjective. That is what some of the guidelines are there for and they might have different objectives nowadays. It seemed that there were several things that were missing that they would normally see at that time.

Trustee Steimel offered as a suggestion whether they agree that there should be some kind of emergency access gate on the south side to elevate the concern, and agreed to make it a cut through with this being such a much larger development maybe there should be a section in the PUD agreement about maintaining that area, it needs to be plowed regularly, things should be cut back. That can be in the PUD agreement to make sure that the maintenance is maintained. Vice-Chairman Reynolds noted that one of the items was even the Peppermill Lane side of it, it doesn’t have a “T” it doesn’t have a turn-around and it is maintained by the Road Commission so how does he expect this development to maintain the other side of the gate? Trustee Steimel said here there is a PUD agreement which becomes like the association rules and that can be in there that this area has to be maintained. Vice-Chairman Reynolds asked but what about the other side of the development, that is the hard part about it. Trustee Steimel said their big problem there right now is it is not really any kind of a gate or anything and if they go down there for Peppermill Lane the idea of the T-turn around is so they can get turned around and come back out if they had to go down that dead-end road. He thought that making the edge of the road have an emergency access gate, this idea that this “T” turn around doesn’t keep clear and people are parking there has nothing to do with this unless they are parking right in the road and thought it would be easy to post “no parking fire lane” and then it can be enforced.

Mr. Anderson commented that there was a lot of detail and that there are 5,300 trees surveyed there. There is a philosophy about the building envelopes applies to a large lot development of two to five acre lots where you can go in and cut a road in and site select the home and maybe save a couple of trees on the lot. This development is more of a clustered format where they get meaningful preservation. There is consolidated infrastructure where they have 20-ft. in between these range units and they have to have drainage around it. They have infrastructure
storm in the back and the road in the front. They have the grading there but then they can't preserve a lot in a front yard or the rear yard of the cluster home area but what they do have is about a four-plus acre woodland preserve in this area. If they just cut this up and just do large lots maybe they could pick and choose and save a tree on some lots with some tree wells or some retaining walls. They have gone through an extensive amount of detail in the plans to show them exactly where they are going to be grading and where they are going to be doing preservation. They have 5,300 trees tagged identified quality on the plans, so they know exactly what their preservation is going to be. That is the difference between a traditional layout putting lots across the whole thing and cluster and do meaning open space and preservation, and that is what this plan is.

Vice-Chairman Reynolds appreciated the effort that has gone into final engineering and the depth of grading, and thought it was a difficult sit. What he was struggling with was there was a lot of things here that are not even being addressed in the presentation for the final PUD to address some of the comments that were put forth from their consultants. If they do have the benefit of it being a cluster development and they are saving and preserving trees, shouldn't they be able to speak to one of their concerns of is 80% of the trees being preserved and if not the comment of if they expand beyond their development area and that gives some leeway between them and us can't they speak to that term. They were looking for a recommendation from the Planning Commission to forward this to the Township Board. It didn't look like they have any additional details with the building plans. They have been promised that at least 50% and they have the same discussion at preliminary and they still have the stock Pulte plans that don't speak to a 5-ft. recess. He struggled with conditionally consider this as an approval with so many open items and a lack of anything that speaks to some of those concerns and discussion points that they have because they are looking at a presentation from February. He has looked favorably on the development as it has worked through but thought that it was an important development to have some detail and some consideration to the comments put forth by their consultants, and the public when they had the Public Hearing, and also some of the discussions points that they are having once again. Mr. Anderson said that he got these conclusions from their Planner, a lot of them, and he indicated that they are a minor edit for the site plan coversheets. They are going to do another set of plan change's with engineering and permitting and they acknowledge that. A lot of them are in the PUD agreement which has been submitted and revised and is back to the Township for further review. He said as far as the building details, he wanted to know what level of detail they wanted? Their theory was they were going to get them the architectural information as part of the PUD it is an exhibit "C" to the PUD agreement. They are going to stipulate to the critical matters that the Planning Commission wants, the recessed garage, and they will stipulate to the primary exterior materials and those will be in the agreement. If they want the boards with the materials, they could make those. Vice-Chairman Reynolds agreed that there are comments that are easily addressed and with a conditional approval or administratively addressed, they have that very frequently with large developments. If they were there at the last Planning Commission meeting or read through those meeting minutes there is an extensive number of items that can be administratively approved. His issue was the ordinance lays out explicitly a scale of building elevations of one-inch equals four feet, so there are some of those common things. He didn't need to see a board, but he is only seeing the sale sheet on a drawing right now. He sees final engineering that speaks to the concerns that his engineers are going to have but architecturally and some of these zoning concerns this is the final PUD review, there is no another step for them to come back to. There is a recommendation to the Township Board and ultimately the Township Board is asking them to vet these items. That was his disconnect here is that some things are lacking and it is hard to decipher some of these concerns with a lack of development from those other items that they had spoken to early at the preliminary PUD till now. Not saying that it would drastically change their thoughts but it is content that they should be seeing from his perspective.
Mr. Anderson asked if they were comfortable with where they were at with the Peppermill connection? He knew it was approved, it was designed and, is going to be cut-a-sac with emergency access that will satisfy their Fire Marshal. Vice-Chairman Reynolds stated that he thought that there should be connections in the Township. They obviously could approve them with gates that are siren-activated and he is not going to die on that hill. They are happy to provide some feedback but was uncomfortable just making a general motion of at least 50% will be recessed or side garages and there haven’t been plans provided that even speak to that. He knew that they said that they will take out this plan but he is looking at it from a flyer sketch and it didn’t look like there is 5-ft. provided with the other plan that is being provided and he questioned whether 5-ft. is being provided in the 3rd plan that is being set forth. It was eluding more questions than answers for him.

Commissioner Walker said that he had eluded to the last meeting and they had many more items on their agenda than they have now. They had fewer agenda items but, in his view, more important agenda items. They were there for the final PUD approval and it seemed that little has changed and their consultants have brought up serious questions that he didn’t believe they had answers to.

Commissioner Urbanowski said regarding the safety path, they haven’t said anything about that. She stated that she wasn’t there for the other meetings but did spend time with her computer watching the videos. She thought it was in the PC motion regarding the discussion concerns, disagreement with the safety path and contribution procedure. She had a sticking point with that and it hasn’t been mentioned at all. She felt that the cover sheet of the plans just says, and she didn’t know if this happens with the attorney, or if they have anything to do with it, cost estimated for the contribution if it can’t be done by them. It has to be built by the Township the contribution would be agreed upon between the developer and the Township Engineering consultant. There was a lot of conversation about it; she believed that it was going to be more like $240,000 if they had to do it? Engineer Landis said that he didn’t recall the exact number but thought it was a lot higher than what was proposed at the time. Commissioner Urbanowski felt that the contribution seems to have disappeared in all of the information. She thought if they were talking about the benefits of a PUD to the community that safety path had to be addressed a little bit more. Mr. Anderson replied that it is included as part of this project and has been designed and the plans have been submitted to the Township Engineer for review. He added that they will be meeting the condition that was established with the Planning Commission and later approved by the Board of Trustees and they were prepared to meet those conditions. He thought that the Township before that happened needed to secure the easements. Engineer Landis stated that in addition to the final PUD plans there was a separate set of plans that were submitted for the pathway from the Gregory Meadows development to Baldwin Rd. They did a cursory review of those plans some easements are needed to make that happen. He added that overall, it looked like they were meeting the motion to require the safety path. He said that he noted that in item #6 of his review he asked that they extend that pathway along the frontage of Gregory Meadows to connect to their internal sidewalks so they are not left with a gap. He anticipated the Township moving forward with trying to obtain those easements once the final PUD plans were approved. Planner Fazzini said from a zoning standpoint it would be appropriate to handle that as part of the PUD agreement because that safety path is outside of the boundaries of the PUD site, and the negotiation and the plans for that would be fine to handle with the agreement because that is tied to the development of this but it is kind of another side improvement related to it.

Vice-Chairman Reynolds asked regarding the safety path if that suffices people’s concern to at least maintain their initial agreement for the safety path and if that proceeds, then that should be
a condition? He thought that if that is maintained he would look favorably on that, and he thought it addressed that concern from his perspective.

Vice-Chairman Reynolds questioned if the building plans not being provided to them, should just be addressed with a conditional agreement? What were their thoughts? Secretary St. Henry stated that it was part of the final PUD approval then they should have that in place. They may have seen some earlier versions at concept, but if that is what traditionally is included in a PUD, he thought it should be there, and they should see it. Vice-Chairman Reynolds said that was one of his concerns, not only the setback garages, but if there were basements, and what are some of the plans with those. These are clustered develops, if they are not going to go all at once, these are things that he knew could be handled but it is a PUD, and it should be an open book for them to discuss and talk about. If there are concerns about these items like there is significant grading on the site. What happens when one property gets developed and they don’t hit their 50% recess, or they get stuck because there is significant grading and there are basements going in.

Trustee Steimel stated that the only way that they could do this at that time, because of the way they develop, is to designate certain lots now as being recessed garage and just designate them now. If someone decides to build on one of those lots and not develop one of those, then they say for now there is that many lots designated to be that so they meet the standard then there has to be a tradeoff. If lot 14 is not going to a recessed garage then now lot 15 has to become one and try to keep it that way. It is just the idea that they already acknowledged that a certain percentage has to be like that. That is still just meeting the minimum standard he knew it said side entry or recessed but the real thing of the standard was more side entry so they didn’t go through a development and see nothing but garages, it wasn’t the kind of communities that they wanted to build.

Trustee Steimel added that it was hard if they didn’t want to designate the footprint areas. The idea sometimes is they try to push the envelope to save trees but there is to them the advantage is if they take out trees that are in the envelope those don’t count against them. That is why they are supposed to designate those areas. Maybe they meet the standard and they just say they are not going to get that bonus. If they took out a tree and they got a place that could meet the standard that they are going to replace it because it was not exempt due to the building envelope then maybe that is the way to handle it. If they meet that standard already, which they are saying that they already do, then maybe it is a mute-point. They don’t want to designate the building envelope so they can apply the standard without the bonus of ignoring that. They know that they are going to take out all of these trees, if they apply the standard to every “characteristic tree” that they took out, the goal in the ordinance is to try to preserve them if they can to meet the woodland specifications. It was put in there to elevate this idea of just clearcutting or least try to replace them. If they look at it that way then the standard is met if they don’t get the bonus of the building envelope then they are ok already, they have enough that they didn’t need that envelope building bonus. The fact that they do not show it now and they can’t evaluate it is maybe a mute-point.

Vice-Chairman Reynolds said that his effort was answering the questions and concerns he would have as a Planner Commissioner. He questioned when they start talking about these other things that elute to. If they are not isolating the natural boundaries of the development and seeing what these units are, what happens if they want to have a deck or a patio, there are some basic requirements that have been outlined in the ordinance that are not being provided to them tonight. Not always are they directly provided to them exactly how their ordinance does, they are flexible on that, but when it comes to grading what about decks, so there is a lot of things being raised here. Trustee Steimel said that is not allowed there by the way they are doing it. He thought what he was talking about is when someone owns the unit then there are
thing like that they want to put on a deck or something they don't own that, this is different. The only thing that the individual owns is the footprint of the house everything outside of the footprint of the house is part of the overall development. That is why they don't have lot lines. Vice-Chairman Reynolds asked about decks, are there no decks in the community? Mr. Anderson said that the boxes they have shown, 41x72 they include the sunroom and a deck opportunity, so they are the maximum actual vertical element. Vice-Chairman Reynolds stated that was a critical piece of information that they are asking for. Mr. Anderson replied that it was on the layout plan, it shows the dimensions of the homes and what that square represents and it represents the sunroom and the deck, it was on sheet eight of the plans.

Vice-Chairman Reynolds asked about the other items, he said he was struggling because there wasn't a formal response that they are going to meet it, there was a verbal. There was this discussion that it is going to be addressed in a future agreement that they are working on, this is the final review. Do they have a formal response on some of these? They want to work with them and not looking to stop the project dead in its tracks. Mr. Anderson said that he had the Planners list and he didn't respond one by one formally on this but thought that 1-4 was minor PUD there is another plan change in front of him, minor stuff, that is needed in engineering and permitting; 5 was the building details, and if they want to see the architectural those haven't been provided they will be apart of the PUD agreement. Vice-Chairman Reynolds understood that there were a lot of moving parts and he knew that there were a lot of efforts to get them to where they were at. They are not only talking about the PUD just because they have a concept approval doesn't mean they have automatically bought them a PUD approval and they are just addressing some minor comments. They are still making a motion to the Township Board about their PUD eligibility, about the community contribution, all of those other items. He knew that they could go back and look at those and some of them were familiar with them. They have been addressed in comments but when more things come up as the plans are further developed, there is not one more, it will be yes you are going to the board but that is a recommendation to approve based on a zoning process not because it is coming back to PC after it goes to the Township Board. He hoped there was a little consideration of that is why they are having a discussion. Trustee Steimel said to him where they are here, it hasn't met the criteria that he would want to make a recommendation to approve it, they are just making a recommendation. They could make a recommendation to deny because they don't have a lot of this information that they think should be there at this point. He said that they could go before the Township Board and convince them of the same thing and it is just a recommendation and they just say they are going to approve it anyway. He added that if the idea was that they want to come out of the Planning Commission with a recommendation for approval before they go to the Township Board, then he, at this point was not there. He was not comfortable that he had nailed down a lot of this information that he wanted to explain to him how they think they are meeting this standard, and he wanted to formally see that. The building envelope that they end up developing includes that, he wanted that stated someplace. This is not a typical development that they made it one big condo because they were not dealing with a lot of that stuff. It is hard to figure out building setbacks, but it is not the same because they don't own that part. It is more like a condo versus a condo site plan, these are true condominiums, the only difference is they picture condos where there are two or three units grouped with a common area around them. Secretary St. Henry said that they don't have the complete package yet for the final PUD approval. He agreed with Trustee Steimel that he was not ready to approve or deny this. He thought they should come back with a complete package following the direction of the Planners, the Engineers, and what they have discussed and have them come back. They have one shot at this and to make sure that they feel comfortable and if it delays it so be it. He wasn't too concerned about it being delayed if they don't have a complete package.
Vice-Chairman Reynolds asked if the applicant had any thoughts on what has been spoken to before a motion is potentially made? Mr. Anderson said he heard the emphasis on these items. There are a couple of items that he didn't necessarily agree with but he could speak to Giffels Webster. The Traffic Study isn't required based on the volume but it still appears as an item. He thought he got the emphasis on what they wanted. Vice-Chairman Reynolds stated that there are always items that they work through and they are always looking favorably on an administrative item that can be resolved and not hang up the whole project over something simple. His issue that he had was some of the basic items that they ask a PUD for and some are Giffels related and he appreciated the heavy engineering that went in that addresses OHM's concerns. But a lack of presentation a recap of where they were at not only for them as Planning Commissioners but also just reiterating why PUD, what is the community benefit. It is a PUD and they are looking forward to making a motion to approve or deny based on their findings of what have they outlined in their ordinance for a PUD. There are going to be concerns that they know that could either be deliberated upon, discussed, resolved here at the Planning Commission, or turned over to the consultants because they know it is something that they can handle. He suggested starting with some of the comments, he knew many of the engineering comments have resolved. He agreed with them that there are going to be items that they disagree with them on but the point is there is actual content being presented and that there is something to deliberate with. Right now, he was locking that because he was seeing not only a rendering but he was seeing a rendering with a date of February 3, 2020, and he didn't feel like he had all the content that he needs to make a competent approval or denial recommendation to the Township Board. He asked if that gave the applicant some feedback and discussion points? Mr. Skore replied yes, he appreciated their comments and he didn't think it was unreasonable. He noted that there had been a lot of comments and he wanted to distill it down because he knew that there were some insignificant comments that he knew that they could resolve. He thought that they were looking for something more than renderings that were not included and thought it was a fair comment and thought they should be included. He added that relative to the requirement of the 50% recess garages they said it on record in front of the Township Board at the last meeting and here again tonight they will comply with that requirement and it will be 5-ft. as the ordinance requires. In terms of designating which lots he couldn't do that because it was all based on consumer preference. Some people come in and they want “X” and some people come in and they want “Y” and it very possible that 80% of the consumers may end up with a recessed garage if it just depends on what that consumer is looking for. He said that the point being is they would like black-lined architectural drawings included with the package and they will submit that. He knew that there were some questions about the Peppermint Lane connection and what kind of gate, and he thought that was fine and they were open to whatever the Fire Chief would like for safety purposes. He wanted to clarify because they didn't get to any conclusion, and he was going to let his engineer speak to it because he was more qualified than he was, but when it comes to tree preservation, he understood the comments, this site has significant topo. Just to be able to meet the Townships design standards relative to slopes they have to masquerade the site in terms of the development area. On top of that, they are talking about smaller homes on smaller lots with significant site improvements, with drainage patterns, with swales on sides and the rear, surgical tree preservation on this type of site and that type of lot is not feasible. Putting the topo on top of that and it is not conducive. He didn't want any misconceptions with regards to specific surgical tree preservation as they might see on a large lot with a custom model home. Vice-Chairman Reynolds said that they have seen development sites that are larger than this one including some up the street that has masqueraded everything. The point is that the ordinance addresses concerns to that about what trees they are preserving. He appreciated that they did a tree survey of 2,500 trees but let's talk to it. What is the replacement, what is outside of the development area, there is not a whole lot being presented to it as being presented like it is a slam-dunk and to him, it seemed like they need to be able to check that box off. In the comment about mass grading, he agreed that it could be a difficult site but all the more reason that the
ordinance calls out to provide a section beyond an engineered section of what is the relationship to the grade of the house to the adjoining properties. Those were some minor items and as a comfort as the Planning Commission to recommend something he thought would build more concern than comfort. He added that there are things that they are not always 100% on but they are presenting more questions than statements at this point and time from their perspective. Mr. Skore replied he understood.

Secretary St. Henry said that PUD's are the bane of their existents they are not easy and there are a lot of public concerns about PUD's. All they are asking beyond the basics for the package let's be overly cautious let's provide more than enough evidence to show that they have thought this through all the way, that they have come to the table with a very thought out presentation of what they want to do so there is very little gray area.

Vice-Chairman Reynolds stated that he wanted to circle back to a couple of open comments before they agree that there isn't going to be a motion on the table but thoughts on the cross-access agreement. There was some deliberation earlier and the Fire Marshal has a concern about that. He asked if they were comfortable with the siren activated gate? The bollards don't seem to meet his approval, so they can give some direction so when they do come back on some of these open item's they can hopefully checkboxes. Trustee Steimel was more in favor of a siren activated gate. Secretary St. Henry stated if that was the standard and they see a lot of developments now, then they should have the same feature here. Vice-Chairman Reynolds noted that the standard from the Fire Marshal would be access being provided, which there is the difficulty of that per Trustee Steimel comments earlier. The second would be a siren activated gate so there is still access maintained but closed off access. If there were concerns over one over the other that at least the discussion points were brought forth that we are hearing our Fire Marshal but we still recommend "X". Secretary St. Henry thought that they were finding the middle ground between the Fire Marshal requests and the request from the community.

Vice-Chairman Reynolds stated that traffic study there was some discussion there, he didn't recall if they considered this as one of the contributing properties? He questioned if there was a regional traffic study being completed? Engineer Landis replied that there was a regional traffic study being done but it doesn't extend that far. They took a look at the trip generation estimates and numbers are below the threshold per the ordinance to warrant a traffic study. He knew it was within the ordinance if they want to request a traffic study as part of the PUD they can. He pointed out that the trips proposed are going to be far below what the typical threshold is. Vice-Chairman Reynolds asked if the Planning Commissioners have any thoughts on still requiring a traffic study or that would suffice the requirement. Trustee Steimel wasn't sure what they would gain off of the traffic study. Gregory Road is going to get a lot more traffic on it than it has now but by the whole standards they are going to go through this whole thing to find out that it was a "B" and now it is a "C". Sometimes they do that traffic study because out of it there may become recommendations of additional improvements that they have to make like a wider turn lane, he couldn't see that there. In general, in that neighborhood, they see 50 cars a day going up and down Gregory Rd., once this goes in, they are going to see 120, to him there is a big impact, but from the road, he didn't anticipate that. He was ok saying that they don't need a traffic study to tell him that there are no additional improvements required. He thought they were going to get it already in the accel, and decel lanes that are required anyway and that minimum standard that they are going to make them do anyway is going to handle what they have. Commissioner Walker said that of all the issues that he had the traffic study was not high on his list of things to worry about. He agreed that there will be an increase in traffic, no question, but he didn't know what information they could get from that that would change their view on how this should go. Vice-Chairman Reynolds agreed he was trying to provide feedback.
on some of the open items so if and when this postponed that it comes back with productive plans.

Vice-Chairman Reynolds asked about thoughts on the entrance signage structure. His concern goes back to some of the grading and at least see some of those relationships. He did not have an issue with the entrance signage as proposed in the PUD but that was one of the discussion points. Trustee Steimel thought that the signage was good, it was above the minimum.

Vice-Chairman Reynolds noted that he thought there was some feedback there whether condo docs as a draft is provided to address some of these concerns, that has happened in the past, it gives them something that they know that it is written into the by-laws of the development. He thought the intended schedule and some construction detailing of this would be helpful. He wanted some clarification on grading adjacent to decks or basements, some of those footprint items that they are making some blanket statements but if it is written into the by-law and that addresses their concern then that ship has sailed.

Vice-Chairman Reynolds asked the applicant if there was a timeframe in which they would be looking to come back to them? He thought that they might want to address some of these concerns and come back to them? Mr. Skore replied that is correct. Vice-Chairman Reynolds said that they had to have a motion that addressed the timeframe. Mr. Skore said they had black line drawings of their plan’s however, they may have to a modification to achieve the 5-ft. recess and wasn’t sure how long that would take but would be back within 90 days.

Moved by Commissioner Urbanowski, seconded by Trustee Steimel, that the Planning Commission postpone action on PC-2019-48, Cottages at Gregory Meadows Planned Unit Development (PUD) Final Plan/request to rezone the property from Suburban Farms (SF) to Planned Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidewell #09-31-200-006 and 09-31-200-008) for plans date stamped received September 11, 2020 for the following reasons; to allow for the changes that they discussed; no longer than 90 days from today.

Discussion on the motion:

Planning & Zoning Director Girling asked for clarification if it would be 90 days to submit or 90 days appear? Trustee Steimel said 90 days to submit.

Commissioner Urbanowski amended the motion, Trustee Steimel re-supported, to add that it would be 90 days to re-submit.

Vice-Chairman Reynolds asked if there was any public comment on the motion?

Vice-Chairman Reynolds read into the record a letter from the public. Don Hickmcent had a couple of questions pertaining to the agenda: 1) the easement to the west of the development they recommended an easement be provided on the west side of the property to facilitate future development; it would appear it could easily be worked into Avery Rd. cul-t-a-sac, are they willing to include this in the easement? 2) in the safety path drawings, a reference was made to removing the fence necessary but does not indicate that the fence would be replaced, the four-foot woven wire farm fence should be replaced if it is removed, will Pulte note the fence will be replaced? 3) garage setbacks and side entry garages are required under the PUD rules, Pulte appears to make no attempt to accommodate that, although in the second review they verbally agreed that they would comply, do they intend to fix the home sketches to demonstrate their compliance?
Mr. Don Hickmott 3731 Gregory Rd. right next to 32 acres that Pulte is developing. He noted that he had 31 acres and was shaped about the same way that Pulte’s is and he has been there 52 years and had no intention of selling or developing it, but his heirs may. He has heard all about the Fire Chief objecting to problems getting their trucks in and out of the Cottages development and his development will look very similar to the Cottages someday, his kid’s development will, and it could be overbeted a little bit, the first written comment there was putting in a 60-ft. easement off of the Avery cult-de-sac which he thought would be simple to do now. Gregory Meadows put in a 60-ft. easement on the other side of his property without asking but it is only about a third of the way back. Avery would be about halfway back and would help out the Fire Department when they go to look at his development. It seemed like a simple fix now but in 5-20 years from now when he is gone and there is another group of Planning Commissioners there, he suspects that they will be struggling with the same issue that they have with the Cottages. This would make it a little bit easier if they could do that. Giffels Webster recommended that earlier but it dropped out of their file recommendations for some reason. He thought it was very appropriate to do that and not sure why it was not done. He added that his farm is fenced all the way around and he is going to give up some right-of-way just to put that safety path in for free but would like the fence put back up if they are going to take it down and thought it was routine and didn’t know why they indicated just removing it and not replacing it. He thought it was a great idea and he wasn’t not going to use the safety path himself but thought it was a great idea to extend it down to Gregory Meadows. That is why he pushed to get the safety path by his house to Gregory Meadows because they are not going to have access to any of the walkways without getting down there.

Roll call vote was as follows: St. Henry, yes; Steimel, yes; Walker, yes; Reynolds, yes; Urbanowski, yes. Motion carried 5-0 (Dunaskiss and Gross absent)

8. UNFINISHED BUSINESS
None

9. PUBLIC COMMENTS
None

10. COMMUNICATIONS
None

11. PLANNERS REPORTS
A. MTA Online Education

Vice-Chairman Reynolds noted that the Township has signed up for a number of resources for them as Planner Commissioners that are available. There are a lot of great courses, he has looked through a few of them and they were very easy to take and very educational. Planning & Zoning Director Girlcng said that the Township paid for it, it is free. Those are a list of courses that she quickly looked at that were related to Planning & Zoning. Vice-Chairman Reynolds noted that the MTA which those are hosted through the past couple of events that he has attended he found them to be very practical and geared towards them as a Township versus sometimes some of the other events like the Planning conference is a very wide-ranged gearset.

12. COMMITTEE REPORTS
None

13. FUTURE PUBLIC HEARINGS
None
8. UNFINISHED BUSINESS
A. PC-2019-48, Cottages at Gregory Meadows Final PUD, located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008).

Mr. Bill Anderson with Atwell 311 N. Main, Ann Arbor, MI presented.

Mr. Anderson said he also had with him Joe Skore, Vice-President of Pulte Homes, and Paul Schyck with Pulte Homes.

Mr. Anderson stated that they recently got concept approval from this body in January. They did a bunch of work and got through the final (PUD). They visited them in October, live, and were tabled to get more detail regarding their plan set. He added that what they have done since their October meeting and the plans in front of them, they have added a significant number of architectural details, some pump station details from OHM; refined their Fire Department connection; better defined the preservation details, added some cross-sections, and then did a full response to all the consultant’s questions. They were happy and wanted to go through where they were at.

Mr. Anderson said this is Cottages at Gregory Meadows, looking for final PUD review and approval from the Planning Commission. He added that the site is located off Gregory Rd. just west of Baldwin Rd., a nice commercial corridor with close proximity to I-75. It is surrounded by similar zoning designation there is a village center adjacent, and they have the availability of municipal utilities, public water, and sewer for the property. The existing conditions of the property, it is an oddly shaped parcel it is a long rectangular parcel being 32.7 acres, with a significant amount of topography, a very challenging piece of property. They have about 70-ft. of relief from the center of the property to the south, and then 50-ft. towards Gregory. So, there is a lot of undulation heavily wooded property. They have about 3-acres on the north end, that is Gregory, it is sparse, and then the southern 23-acres of the 32-acres is very densely populated tree sites. They focus on preservation itself, and they have over 5,300 regulated trees on the property. There are two existing homes on the property and the soil is very sandy.

Mr. Anderson added that the big changes from concept to where they are today. They have gone from a 20-page plan set to an 80-page plan set. The primary changes were, they modified the Peppermint Lane connection to be a cul-de-sac and emergency access only. They also provided a roadway easement to the east to the Village Center, a property that will get developed someday, again, it is a Village Center of Baldwin, so that will ultimately be another connection point for the property. They added the safety path contribution on Gregory Rd., they heard that loud and clear at the public hearing and the developer is committed to installing or contributing to the public safety path, on Gregory Rd. He noted that those were some of the big changes that they have worked on between concept and where they are today. The overall project, again, 32.7 acres, steep slopes, a lot of topography, a lot of trees, they are proposing 72 single-story ranch units. So, a real low profile, single-story ranch, for sale, maintenance-free living. This housing product has become very much in demand in all communities across Michigan with a slightly aging demographic. They have a density of about 2.6 units per acre, with about 4-acres of wooded preservation at the southern end of the site. They have about 12-acres of open space, including their ponds, two big retention ponds. They have a lot of open space, over a third. They have nature trails proposed and sidewalks on both sides, so a lot of walking opportunities for their residents.

Mr. Anderson briefly went through their PUD eligibility. They must define recognizable benefits, confirm density impacts, need to look at a Master Plan and economic impact, need to confirm open space and unified control. The recognizable benefits are preserving almost 4-acres of tree preservation in a nice, forested area in the southern third of the property, and over 12-acres of
open space overall on the project. They have multiple connection points their primary entrance is a nice boulevard and entrance off Gregory Rd. and comes down into a cul-de-sac and terminates into a nice, forested area. They have another future access point to the east, and the emergency access to the south side, so they have nice access points both now and in the future proposed.

Mr. Anderson said that they will have unique landscaping as part of this, again, this is going to be a lock and leave type community. The whole community, both the home landscaping and the greater landscaping on the site, will use native plantings and will be professionally maintained by the HOA. These are not 72 people with 72 lawnmowers, this will be all professionally maintained. With their cluster home option, they think they will have a nice balance between preservation and open space, with the environment.

Mr. Anderson stated that the architectural design, is a single-story, ranch design product to meet the growing local demographic in Orion and other surrounding communities. They have multiple housing options to choose from. He felt they have an attractive architectural design and are life tested by Pulte. Pulte Homes is originally a Michigan builder, and all their home products are analyzed by senior leaders, walkthrough, and surveyed with the customer base, so they are constantly updating their floor plans. They have provided a significant amount of great housing products to choose from, and those details have been added to the plan. He felt that it was a great benefit, a different housing product.

Mr. Anderson said that the contribution to the safety path, they have designed it, those plans have been sent out to the consultants, and they are proposing to construct the public safety path along Gregory Rd. that are subject to Township easements. That was from local community feedback, it was something they wanted to see. They have approximately 2,000-ft. of pathway proposed, that is a substantial community benefit, given that it is just 72 units.

Mr. Anderson noted that as far as density goes, this project is near a Village Center, Baldwin Rd., I-75, so the Master Plan with what the Township envisioned here, those single-family, medium to high density 3-5 units per acre. That was kind of the Master Plan for this project. When they first looked at it, on that zoning class, it falls under the R-1, R-2, & R-3 design. They did a plan under the R-3 design to see what that looked like, they yielded 93 units under that scenario. They looked at an R-2 design plan, and that plan had 77 units, where they ended up settling in was more of a clustered unit and the single-story ranch came in with 72 units. He stated that they were significantly under not only the Master Plan designation, at 3-5 units an acre, but some of the practical implied housing options, they are just proposing 72 units. Their density is well within what the Township had envisioned for this property. More on the Township Master Plan, it is a medium to high-density site was what was projected against next adjacent to the Village Center, so they conform with the Township Master Plan.

Mr. Anderson said that the economic impact with new housing provides a tax base and utility connections. About 20% of discretionary income from homes, as proven, is spent locally on food, services, and goods. Putting homes next to retail services will feed that local retail, so there will be a good economic local impact on the development. There is a similar study that talks about 1.1 sustain jobs are added for each new home. Not just the construction folk, long-term sustained projects. That is through the study of the National Home Builders Association.

Mr. Anderson said that the guaranteed open spaces when they look at the site, almost a third of the site is going to be open space. So, they will have nice wooded open space and viewsheds. They have a nice balance between the built and the natural environment. They have the open space well exceeding the PUD requirements.
Mr. Anderson noted as far as unified control, Pulte Homes has secured the property. Pulte Homes is also going to be the developer and the home builder, which is unique, and he thought that it was a very good thing for the Township. Pulte Homes would be first on site, building the roads, putting in the utilities, and they will be the last guys on site, building the last home, and making sure everything was as built. He felt it was a good benefit to have the same guy, so Pulte has control of the site.

Mr. Anderson stated that the building elevation compliance, there was a lot of talk about that in October and they added quite a bit of architectural detail. He said he just wanted to be clear that Pulte plans to comply with the PUD requirements for 50% recess garages, and 6 of the 17 elevations include the recessed garages. They are prepared to meet that requirement. The PUD agreement will require compliance as well as the Master Deed and Bylaws.

Mr. Anderson said regarding woodland preservation they have very significant topography on the site. What they did was a cluster home community, which is a planning tool, you centralize the infrastructure, the homes, roads, drainage, and minimize your natural feature impacts, and provides meaningful open space. That is the design planning technique they used. They maximize the design parameters to minimize impacts as well, from an engineering perspective but they must consider the roads and sidewalks and they maximized the slopes of the roadways and the sidewalks. Obviously, they must consider roadway slopes. Sidewalks must be designed to meet ADA. They considered side slopes, they maximized their side slopes, which are 3:1 side slope. When they are doing the homes, they must have proper drainage around the homes and in the rear yards. When they put all those engineering constraints in there and they have clustered they are confident that they minimize their tree clearing and maximize their preservation. They have preserved 58.5% of the non-exempt trees, not that 80%, so they are requesting a minor waiver for that preservation requirement. He added that their landscape plan is providing 100% of the on-site replacement requirements on the property, in the project site, which is about 520 trees.

Mr. Anderson stated that the Lot Coverage or rear yard projections and what they are talking about really is how do they do deck projections. They are comfortable with the Township Planners’ recommendation that they have a maximum depth projection of 20-ft. off the rear of the building. He thought that was the default ordinance, and they were comfortable with that recommendation that they made. He added that this was unique, it is a condominium that doesn’t have the traditional lots, it is a building, it is a homeownership unit. They thought that the component, language would settle the deck projection matter and supported their thoughts on that.

Planner Fazzini read through his review date stamped November 30, 2020.

Engineer Landis read through his review date stamped November 19, 2020.

Fire Marshal Williams read through his review date stamped November 19, 2020.

Chairman Dunaskiss asked for the Commissioners thoughts on eligibility.

Vice-Chairman Reynolds stated that he thought it was still eligible as a PUD. He thanked the applicant and their team for a comprehensive overview and not assuming that it was staying the same as they have seen previously. To walk through the recognizable community benefits in the project, and the housing types. Some of the stuff they thought was there, but just couldn’t see. He thanked them for being clear and concise. He felt that it was eligible.
Secretary St. Henry stated that thinking back on the meeting from a few weeks ago, he had several concerns and questions and felt that the applicant had addressed them.

Commissioner Walker asked the Fire Marshal if they resolved the issue about if there will be a gate or not a gate? Fire Marshal Williams replied that there had been multiple discussions that had taken place throughout, he thought 3 or 4 different reviews that they completed on the project. He added that there were some other proposals that the applicant came forward with, flexible bollards, things like that. He said that the Fire Department really had no interest in approving those whatsoever. Those are more of a hindrance to them than an emergency gate. He said if the gate is installed, it just needs to be understood that there is a lot of maintenance responsibilities, that come with those, regarding keeping them up and in operation, snow removal, and things of that nature. They just wanted to make sure that all of those are accounted for if the gate is installed, then that is what they are dealt with.

Commissioner Gross said this was the same plan that they saw back in December a year ago, the same plan they saw in September. Basically, it is going to be a clear cut of the site, 88% of the site is going to be totally clear-cut. 4-acres are going to be left as a natural area. In their plans submitted, they took a tree survey, and there were over 5,200 trees on the site, they will all be gone with this development. Clear cutting is going to take care of most of the trees, and there were, identified 486 protected trees on the site and they are probably going to be gone too. The ordinance requires that 50% of the units are to have side entry garages, he knew that there was a provision that if they have a 5-ft. setback on the garage, that qualifies as being an offset, but it did not enhance, in his opinion, the esthetic appearance and minimize the visual impact that they try to accomplish in Planning Unit Develops (PUDs). If they as a Planning Commission and as the Board of Trustees are not concerned about the side entry garages and the visual impact, then let's quit playing games and let's change the ordinance and be done with it.

Commission Gross questioned if the access shown to the east if there was any contact made with that property owner as to whether there would be an agreement to make that connection for emergency access?

Commissioner St. Henry stated that in response to Commissioners Gross's comments about the site entry garages and the 5-ft. recesses, he noted that they did cover this, he said he concurred that in October they did discuss this at length. He thought it was incumbent upon them to look at the ordinance real closely and decide how much of a stickler they are going to be moving forward. He couldn't fault the applicant for looking at the ordinance and technically adhering to it, he can't argue with them there. That was the same conversation they had in October. He thought they should look at the ordinance going forward for what is left in Orion Township, it could be developed into a residential housing unit.

Vice-Chairman Reynolds said from the Planners review, he knew that they came up with some language for decks and didn't disagree with the language that is being proposed. He wanted to confirm with the applicant that they are ok with that and incorporating that into the deed? He noted that they were getting the visual shake of the heads, yes. Vice-Chairman Reynolds questioned, and thought that it was in the language, that the extends does include not just the deck, but also stairs and thought that it was in the definition and wanted that clarified? He added that maybe moving forward using that language, that it does incorporate there are some grade changes with these so the stair or the extents of the deck is included in that and thought that the language read that way but was one of his concerns that he had. He asked if the applicant was fine with just the administrative review, to address kind of the items A-J are addressed in the final submission of the documents or the final approval. He tends to agree with some of the Commissioners', that obviously the language, as the ordinance exists right now
does give some opportunity to interpret the rules for the 5-ft. setback, and it still is a displaced frontage or façade. He agreed with Secretary St. Henry that is obviously an item of language that they need to review as a commission and make sure that the intent of the ordinance is still being met with the language that is being regularly interpreted that way. He added that as it stands right now, he foresees that this applicant does conform to the bylaws, if presented tonight, the presentation that the deed restrictions limit that, at least 50% of those plans are proposed with a setback garage.

Moved by Vice-Chairman Reynolds, seconded by Commissioner Walker, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2019-48 Cottages at Gregory Meadows Planned Unit Development (PUD) Final Plan/request to rezone the property from Suburban Farms (SF) to Planned Unit Development (PUD), located at 3537 and 3595 Gregory Rd. (Sidwell #09-31-200-006 and 09-31-200-008) for plans date stamped received November 6, 2020. This recommendation to approve is based on the following findings of facts: that the PUD concept and the final presentation is in substantial compliance with their PUD requirements; that the proposed zoning and its density is in parallel to the Master Plan; there are no detrimental effects to trafficking the surrounding area; it is compatible with the existing adjacent uses of residential; this following recommendation for approval is based on the following conditions: that the plan reviewer address, the presentation, and the final plan submitted, and future submission to address the concerns A-J in the planners report presented tonight along with the two minor comments presented by OHM: comments from our Fire Marshal be addressed with a siren activated gate and any other safety concerns comply with the fire code and other Township ordinances.

Discussion on the motion:

Planning & Zoning Director Girling said that she had a question on the motion, related to addressing the comments administratively from the reviews. She said that one of the comments was the willingness to have it as a deviation from the ordinance for the tree count. If the Planner is reviewing it, if the Planning Commission hasn't specifically said that that is one of the deviations, then that could leave an open question. She asked if, indeed this motion is saying that the Planning Commission is accepting the trees as they are showing.

Vice-Chairman Reynolds stated that his intent of the motion was that the trees as presented in the plans submitted were ok. He wanted to clarify his motion and incorporate two additional conditional approvals, would be the review and approval of the PUD Agreement by the Township Attorney, and then also a separate review and approval of the condominium documents by the Planner, Engineer, and the Township Attorney.

Commissioner Walker asked if the applicant was going to do something more than they have already decided to do with regards to the trees. Mr. Anderson said that he tried to demonstrate the complexity of the site. He added that it is a very difficult site it comes up 50-ft., back down, 70-ft. With the planning design and the engineering constraints, they have maximized the preservation given all the rules, he guessed, from a design perspective. He said that Pulte asked if there was anything else, they could do. He said that their grading plan was 100% done. They have maximized the preservation of what they could do. He said there was nothing more that they could do for the non-exempt trees. What they have done since the last part, though, is they have ensured that they will replace all the replacement tree requirements on the project site. He said he thought they had 12-acres of open space, and 4-acres of great preservation and thought it was a good cluster of trees, and they were adding a substantial amount of replanting on the
property. All their replacement trees will be one on the property, and that is very expensive. Street trees are easy to do, they are supplementing them across the project, and so that was their proposal, and that is their best effort forward. Commissioner Walker said so the answer to his question was no. Mr. Anderson wished he could say, yes. They were confident with their submittal.

Vice-Chairman Reynolds said that he wanted to clarify the intent of his motion. He thought that they needed to clarify some of these items that are not being governed by the ordinance such as decks. He thought that it would probably be a deed restriction or condo doc item that will pop up and make sure that it is in there because it does not conform to our standard ordinance. He asked the Planner if that was correct? Planner Fazzini replied yes; the HOA would typically regulate open space, general common open space improvements in those areas with this being a condo development. What they are expecting to see, the issue of decks or sheds or things like that addressed as far as what is permitted for future residents. This is in case this is just this kind of a standard zoning item that should be included for the township permitting purposes in the future. Vice-Chairman Reynolds asked if it would be the same for the maintenance for the Fire Marshals concerns with the gate and everything like that, that would be the best place for that? Planner Fazzini replied that he can't speak to that, but it would be in the PUD agreement. He was not sure if that would need to be in the condo documents.

Vice-Chairman Reynolds said he thought that his intent would be is that is kind of written into the bylaws of the property and that was part of the maintenance agreement as other standard items will be, just to clarify intent.

Mr. Don Hickmont commented regarding the safety path. He said that the safety path now ends at the edge of Gregory Meadows and doesn't extend down to the Gregory Meadows driveway. He said if that safety path is ever going to be extended, he thought that they would have to get that on Pulte's agenda now. There is an example of a problem with them never finishing one of those, and it is over on Maybee Rd., just a half of a mile north, where the safety path is, and thought that was a Pulte subdivision too built about 30-years ago. He said that the safety path ends at the beginning of a swamp, and it has never been completed and that was 30-years ago. He added that if they ever are going to get the safety pass down to Gregory Meadows, he noted that there were 103 homes going in, 25 have been sold already, now is the time to do it because if you think that Pulte is going to step up and do it voluntarily, he didn't think that would happen, and felt that they needed to make a commitment to do that. He noted that he lived next door and didn't plan to use the safety path, but for the sake of the 103 people next door, it seemed like the right thing to happen.

Roll call vote was as follows: Reynolds, yes; Gross, yes; Urbanowski, yes; St. Henry, yes; Walker, yes; Dunaskiss, yes. Motion carried 6-0. (one vacancy)

9. PUBLIC COMMENTS
None

10. COMMUNICATIONS
A. RCOC Chairman's Report

11. PLANNERS REPORTS
A. Giffels Webster – Our Groove
APPLICATION FOR A PLANNED UNIT DEVELOPMENT

Case Number PC-2019-48

*PROOF OF OWNERSHIP MUST BE INCLUDED IN THE APPLICATION*
(Acceptable documentation includes: Warranty Deed, Quit Claim Deed, Land Contract, and Option to Purchase with a Copy of the Warranty Deed. If the applicant is not the property owner, then written Authorization from the property owner must be included)

NOTICE TO APPLICANT

The following application must be completed (incomplete applications will be returned to the petitioner) and filed with the Township at least four (4) weeks prior to a scheduled Planning Commission meeting in order to initiate a request for PUD Approval. Regular meetings of the Planning Commission are held on the first and third Wednesday of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion.

Date _______________ Project Name The Cottages at Gregory Meadows

Applicants Name Pulte Homes of Michigan LLC

Applicants Address 100 Bloomfield Hills Pky

City Bloomfield Hills State MI Zip Code 48304

Phone# (248) 330-3069 Fax# ____________________________ E-Mail joe.skore@pultegroup.com

Property Owner Name ________________________________

Property Owner Address ________________________________________________________________

Phone# __________________ Fax# __________________________ E-Mail __________________________

Name of Firm/Individual who Prepared the plan Atwell- Matt Bush, PE

Address 311 N. Main St Ann Arbor, MI 48104

Phone# (810) 923-6878 Fax# _____________________________ E-Mail mbush@atwell-group.com

*Please Indicate Above The Contact Person For The Proposed Project*
Property Description:
Location or Address of the Property 3595 Gregory Rd + 3537

Side of Street South Nearest Cross Streets: Baldwin
Sidewell Number(s) 09-31-200-006 Total Acreage Approx. 32.75 Acres
Subdivision Name (if applicable) N/A
Frontage (in feet) 519 feet Depth (in feet) 2,335 feet

*Please Attach to the Application a Complete Legal Description of the Subject Property

Zoning Classification:
Subject Property SF (Suburban Farms)

Adjacent Properties:
North SE (Suburban Estates) South R-1 (Single Family)
East SF & R-2 (Single Family) West SF (Suburban Farms)

Comprehensive Statement of Intent:
Give a Detailed Description of the Proposed Development (Refer to Section 30.03 (A) of the Orion Township Zoning Ordinance) Please Indicate the Number and Size of the Buildings or Units Being Proposed: The proposed project will feature 72 condominium units on approximately 32.75 acres (gross) and will include the necessary infrastructure such as municipal utilities and road. The development is designed creatively to be compressed in order to preserve natural features, create open space, and is mindful to adjacent land owners.
Eligibility Standards for PUD Eligibility Approval:
Refer to Section 30.03 (B) of the Orion Township Zoning Ordinance. Please fill out the attachment.

****11 Sets Of The Site/PUD Plan Prepared In Accordance With The Orion Township Zoning Ordinance #78, Section 30.03, Section 30.01 And Any Other Applicable Township Ordinance Requirements Must Be Included As Part Of The Application. Applicable Planning Commission Review Fees Included In Ordinance #41 Are Also Required When Submitting For PUD Approval. Please Note That Section 30.03(C)4 Also Requires A Density-Parallel Plan As Part Of The Application****

I hereby submit this application for PUD Approval, pursuant to the provisions of the Orion Township Zoning Ordinance, Ordinance #78, Section 30.03 and Section 30.01 and any other applicable Township Ordinance requirements. In support of the permit application, I hereby certify that the information provided herein is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application) and on behalf of all owners of this property, I hereby grant the Planning Commission members and Township Building Department staff permission to perform a site walk on the property, without prior notification, as is deemed necessary.

[Signature]
Signature of Applicant

[Date]
Date

****Please Attach The Street Name Approval Form To The Application****
Charter Township of Orion Planning Commission

Eligibility Standards for PUD Approval

Section 30.03 (B)

Please provide more than just a "yes" or "no" answer. Use additional sheets of paper if necessary.

1. How will a PUD approval result in a recognizable and substantial benefit to the ultimate users of the project and the community?

The proposed development will preserve existing natural features, donate funds to a local park, utilize Michigan native plants, tie into municipal water and sanitary mains, and provide a single owned condominium housing option to attract new people into the Township and keep current residents within the Township.

2. Would such benefit otherwise be unfeasible or unlikely to be achieved?

Yes, if developed as allowed per Master Plan then natural features would not be preserved to the extent shown and the donation to the local park would not be offered. The open space required by the PUD ordinance would also no longer be applicable.

3. Will the proposed type and density of use result in a material increase in the use of public services, facilities and utilities, in relation to what would be permitted if the property were developed without using the PUD?

No, the proposed development is showing less units than could be developed under the Master Planned zoning.

4. Will the proposed PUD place an unreasonable burden upon the subject and/or surrounding land and/or property owners and occupants/or the natural features?

No, the PUD option is less intense and more "mindful" to community goals and adjacent neighbors than the Master Plan zoning permits.
5. Will the proposed development be consistent with the intent and spirit of the Master Plan and community?
   Yes, the Master Plan allows for a higher density than what is currently being proposed.

6. Will the proposed PUD result in an unreasonable negative economic impact upon surrounding properties in relation to the economic impact that would occur from a more traditional development?
   No, in fact we believe the proposed development will be highly successful, increase the tax base, and create a thriving close knit neighborhood.

7. Does the proposed PUD contain at least as much usable open space as would be required in the Ordinance for the most dominant use in the development?
   Yes, the proposed project actually is providing more than is required.

8. Is the proposed PUD under single ownership or control such that there is a single person or entity having responsibility for completing the project with this Ordinance?
   Yes, Pulte Homes of Michigan LLC will be the single owner of the development.
Section 30.03 (C): Project Design Standards

1. Which of the following requirements established in the underlying district (first column), or other applicable sections of the Ordinance will need to be waived in order to grant PUD approval? Insert the proposed amount in the second column. Information should be listed separately for each phase of the development.

<table>
<thead>
<tr>
<th>Regulations:</th>
<th>PUD Proposal</th>
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<tbody>
<tr>
<td>Lot Size</td>
<td><em>See attached Plan Set</em></td>
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<td>Lot Width</td>
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<td>Lot Coverage</td>
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<td>Min. Floor Area</td>
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<td>Fencing</td>
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<td>Landscaping</td>
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<td>Setback For Side Yard Entry Garage</td>
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<tr>
<td>Other</td>
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2. Does the project have adequate:
   - Perimeter setback and berming? Setback yes, berming no
   - Thoroughfare design? Yes
   - Drainage design? Yes
   - Utility design? Yes
   - underground utilities? Yes
   - Insulation of the pedestrian circulation system from vehicular thoroughfares and ways? Yes
   - Achievement of an integrated development with respect to signage, lighting, landscaping and building materials? Yes
   - Noise reduction and visual screening mechanisms (particularly where nonresidential uses adjoin off-site residentially zoned property)? Yes

   However, the surrounding land uses are single family.
Cottages at Gregory Meadows Entry Sign Detail

Elevation View

Plan View

Dimensions:
- Proposed setback: 20'
- Allowable setback: 20'
- Proposed height: 6'
- Allowable height: 6'
- Proposed area: 35 sq ft per side (70 sq ft total)
- Allowable area: 35 sq ft per side (70 sq ft total)

Ornamental Regulations:

Received: 100

Scale: 1" = 1'
The Flap Mix-Flush™ System automatically flushes the tanks during injection of the meter. The system is based on the standard principle of a moving V-notch weir. The weir provides the required aspiration of the meter and generates a vacuum that draws water from the meter into the piping system. The water is then metered and discharged through the metering valve into the piping system. The system is based on the standard principle of a moving V-notch weir. The weir provides the required aspiration of the meter and generates a vacuum that draws water from the meter into the piping system. The water is then metered and discharged through the metering valve into the piping system.
CONSTRUCTION PLANS
GREGORY ROAD PATHWAY

THE COTTAGES AT GREGORY MEADOWS

ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

September 11, 2020

181
Know what's below. Call before you dig.
Know what's below.
Call before you dig.
Know what's below. Call before you dig.
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE COTTAGES AT GREGORY MEADOWS

Entered into between:

Charter Township of Orion, a Michigan Municipal Corporation

and

Pulte Homes of Michigan LLC, a Michigan limited liability company

Dated: ______________, 2020
TABLE OF CONTENTS

RECITALS ................................................................................................................................. 1

1. Summary Description of Project........................................................................................ 1

2. Adherence to Requirements for Development................................................................. 1

3. Intent of Project.................................................................................................................. 1

4. Adherence to Ordinances.................................................................................................... 1

5. Permits and Authorizations................................................................................................ 1

6. Phasing................................................................................................................................ 1

7. Water and Sanitary Sewer Systems .................................................................................. 1

8. Roads, Drives and Parking Lots ......................................................................................... 1

9. Landscaping, Lighting, Signs, Screening and Architectural Standards............................. 1

10. Open Space and Natural Features..................................................................................... 1

11. Declaration of Restrictions............................................................................................... 1

12. Reimbursable Costs........................................................................................................... 1

13. Access to Property ............................................................................................................ 1

14. Miscellaneous ................................................................................................................... 1

Table of Exhibits....................................................................................................................... 1
PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE COTTAGES AT GREGORY MEADOWS

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of ________, 2020 ("Effective Date"), by and between the CHARTER TOWNSHIP OF ORION ("Township") a Michigan municipal corporation, with offices located at 2525 Joslyn Road, Orion, Michigan 48360, and PULTE HOMES OF MICHIGAN LLC ("Developer"), a Michigan limited liability company, with offices located at 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083.

Project Developer: Pulte Homes of Michigan LLC
2800 Livernois Road, Building D, Suite 320
Troy, Michigan 48083
ATTN: Joe Skore and Paul Schyck

Project Planner: ____________________________________________

Project Engineer: Atwell, LLC
311 North Main Street
Ann Arbor, Michigan 48104
ATTN: Matthew W. Bush

RECITALS

A. The purpose and intent of Agreement is to establish a community theme and regulate the placement of units within the property described in Exhibit A attached ("Property"), which is owned by Developer.

B. The Developer intends to develop the Property into a residential condominium project consisting of 72 condominium units ("Units") to be known as The Cottages at Gregory Meadow (the "Project").

C. The Project will be a benefit to the community. Some of the benefits of the Project include the following as further described in the Development Documents (defined below):
   a. Preservation of certain natural features;
   b. Installation of a pedestrian pathway along Gregory Road;
   c. Installation of and use of native plantings and landscaping;
   d. Construction of high quality and visually appealing residential homes on each unit;
   e. Providing a maintenance free product option to aging population located in Township which addresses certain housing needs for mature populations; and
   f. Dedication of certain property for roadway purposes along Gregory Road.
NOW, THEREFORE, it is hereby agreed as follows:

1. **SUMMARY DESCRIPTION OF THE PROJECT**

The Project covers an area comprising approximately 32.82 acres. The site is located generally off of Gregory Road between Morgan Road to the south, Gregory Road to the North, and Baldwin Road to the East. Developer is proposing to develop the Project which is generally consistent with the character of the surrounding area. The proposed use is as follows:

a. 72 residential Units;
b. Preservation of wooded areas, including certain wooded areas to act as a buffer between the Property and the neighboring properties;
c. Provision of open space areas within the Project.

2. **ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT**

The Property shall be developed and improved in full compliance with the following ("Development Documents"):

a. All Ordinances and Codes of the Charter Township of Orion in the form and on the terms existing on the Effective Date of this Agreement ("Township Code and Ordinances").

b. The Plans for The Cottages at Gregory Meadows, prepared by Atwell, LLC (the “PUD Plans”).

c. Conditions imposed on the Project by the Planning Commission at the ____________ [date] meeting of the Planning Commission and resolution recommending approval to the Township Board, including the conditions recommended by the Township’s Planning Consultant, Engineer, staff, and any other reasonable conditions which may be imposed by the Township Board with respect to approval of the Project by the Planning Commission with respect to the PUD Plans or other required approvals.

d. This Planned Unit Development Agreement and any conditions imposed herein.

e. Any and all conditions of the final site plan as approved by the Orion Board of Trustees pertaining to the Project and reflected in the official minutes of said meetings ("Final Site Plan"). The Final Site Plan shall be designed in conformance with the requirements of this Agreement. Once the Final Site Plan is approved, the Final Site Plan and minutes of the Planning Commission and Township Board meetings shall be attached as Exhibit B, and shall supersede the Preliminary Site Plan Approval.

f. The Orion Township Engineering Design Standards and any other reasonable conditions which might be required by the Township’s Engineer
Furthermore, all development and improvement of the Property by Developer and all use of the Property shall be subject to and in accordance with all applicable Township Code and Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Code and Ordinances, the Development Documents and state laws for the respective components of the Project. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and Township Code and Ordinances, the terms and conditions of Agreement shall apply. In the event the Development Agreement is silent on any matters otherwise covered by the PUD Plans, Final Site Plan, or Township Code and Ordinances, the Final Site Plan shall apply.

This Agreement shall run with the Property and all future owner(s) of the Property shall be bound by the terms of this Agreement and the Developer’s authority and responsibilities stated herein. Heirs, successors, assigns and transferees shall take interest in the Property subject to this Agreement and all references to “Developer” in this Agreement shall include the heirs, successors, and assigns of the Developer. The Township shall require that all other developers, present or future, of any portion of this Agreement or any amendment thereto, as the same may be expanded by the Township and their respective successors in title comply with the Township Code and Ordinances and regulations.

3. **INTENT OF PROJECT**

The Project will consist of 72 residential site Units and preserved woodland and open space. Until such time that formal control over Project passes to the association created to operate and manage the affairs of the condominium (“Association”) in accordance with the Michigan Condominium Act, Act 59 of 1978 (the “Act”), Developer shall be responsible for the general common elements as described in the master deed and bylaws (“Condominium Documents”) for the condominium, including, but not limited to the preservation and open space areas as described in the Development Documents. Once formal control passes to the Association, the Association shall be responsible for the maintenance of the general common elements and additional areas as identified in the Condominium Documents.
4. **ADHERENCE TO ORDINANCES**

Developer shall comply with the Township Code and Ordinances, except where modified by this Agreement. Developer acknowledges that certain provisions of this Agreement may exceed the requirements of the Township Code and Ordinances, and the Township acknowledges that items shown in the Plan may be less than the requirements of the Township Code and Ordinances. Developer shall fully comply with all engineering and other local, state and federal codes and regulations in effect at the time of development of the Project, unless superseded or otherwise covered in this Agreement and Final Site Plan. Permitted uses shall be limited to residential and all accessory uses thereof as regulated by the Township Code and Ordinances, including but not limited to the Township Phragmite ordinance in place as of the Effective Date. Further, the developer shall prohibit the planting of Phragmite or other invasive landscaping species and shall provide for the ongoing control and removal of Phragmite from the developed areas of the project. The Developer shall take all necessary and reasonable steps to remove Phragmite in an appropriate manner from the parts of the Property to be developed in connection with its grading and other development activities. The intent is to remove Phragmite in the appropriate manner so as to avoid the regrowth of the plant.

Building elevation materials and colors will consist primarily of high quality materials as shown on the conceptual architecture drawings attached as Exhibit C.

Development standards will generally conform to the Final Site Plan as shown on Exhibit B and established per the Schedule of Regulations and Modifications shown on Exhibit D.

5. **PERMITS AND AUTHORIZATIONS**

The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to modify the existing utilities including electric, telephone, gas, cable television, water, storm and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Development Documents, provided the Developer has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the Township will be processed in the customary manner. The Township will cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Development Documents and this Agreement. The Township agrees to permit one onsite sales trailer in a location to be selected by the Developer.

6. **PHASING**

Time is of the essence to this Agreement. The Final Site Plan anticipates all construction to be completed in one (1) phase. The Project shall be completed within five (5) years of the issuance of all permits required for completion of the Project ("Completion Date"). However, the Developer may request one (1) extension for a period of two (2) years for good cause from the Orion Township Board, the denial of which shall not be unreasonably withheld. This Agreement
and the approval set forth herein shall be rendered null and void upon the expiration of the aforementioned Completion Date, unless otherwise determined by the Township Board in accordance with this Section.

7. **WATER AND SANITARY SEWER SYSTEMS**

   Developer shall, at its sole expense, construct and install all connections tying into the municipal water and sanitary sewer systems to serve the Project and that are identified as “must be built” utilities in the Condominium Documents under the Act.

8. **ROADS, DRIVES AND PARKING LOTS**

   Developer shall, at its sole expense, construct and install all the internal roads to serve the Project, as well as the road improvements to Gregory Road as provided in the PUD Plans.

9. **LANDSCAPING, LIGHTING, AND ARCHITECTURAL STANDARDS**

   Developer shall cause the completion of remaining construction of the Project which are identified as “must be built” in the Condominium Documents and under the Act, in full compliance with the Development Documents.

   Developer shall install irrigation sufficient for survivability of all planted materials located within the general common elements as identified in the Condominium Documents and provide that the Association shall be responsible for maintenance of the irrigation and landscaping within the community.

10. **OPEN SPACE AND NATURAL FEATURES**

    The open spaces shall be designed and landscaped to create natural areas that add to the overall open space system and aesthetics of the Project. For the purpose of insuring long term preservation of open space and natural features within the Project, all open space shall be perpetually preserved as unimproved areas (other than improvements installed in accordance with the Development) by way of provisions contained in the Condominium Documents. The Condominium Documents shall also provide for the continued maintenance of general common elements as described in the Condominium Documents, including drainage and retention ponds installed in relation to Property.

11. **CONDOMINUM DOCUMENTS**

    Developer shall record a Master Deed, Bylaws and Condominium Subdivision Plans for the Project and provide to the Township those documents which establish the condominium in accordance with the Development Documents for the Project.

    The Association shall contract for the service from a single contractor and each Co-owner shall participate in such program for garbage and refuse. [CHECK]

12. **REIMBURSABLE COSTS**
a. Developer shall reimburse the Township, the reasonable costs for the following fees as required by the Township Code and Ordinances in relation to the following:

i. All reasonable planning, engineering and any consultant fees incurred in connection with the review and approval of the Project, in accordance with the Township’s Planning Services Fee Schedule.

ii. All reasonable planning, engineering and any consultant fees, along with applicable permit and inspection fees, which may be incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development Documents.

b. In addition, Developer shall be responsible for all costs associated with the submission to the Township and consideration of all plans and documents associated with the Project, including, but not limited to, site plans, landscaping plans, engineering plans, as-built plans, permits, inspections, etc. Further, Developer shall be responsible for all costs related to variance requests, special use requests, and review and approval of any other agreements associated with the Project, including but not limited to, Declaration of Restrictions, petitions for any special assessments district, and other similar documents, plans and costs; provided, however, (i) Developer shall only be responsible for such costs to the extent they are reasonable third party costs and (ii) the developer shall not be responsible for reimbursement of any costs which relate to any work not exclusively pertaining to the Project.

13. **ACCESS TO PROPERTY**

In all instances in which the Township, pursuant to this Agreement, utilizes the proceeds of a financial assurance given to secure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Project, the Township, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the Final Site Plan and this Agreement.

14. **RECOGNIZABLE BENEFITS**

In its development of the Project, the Township has requested and the Developer has agreed to provide the following improvements which constitute recognizable benefits of the Project:

a. **Emergency Access Gate and Road.** Developer shall construct a gate to be located in the emergency access road located in the Project. The gate and emergency access road shall be and shall remain general common elements, and shall be reflected as such in the master deed and bylaws for the Project. The gate and emergency access road shall be maintained by the
Association as it would maintain any of the other general common elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access road by the Association.

b. **Sidewalk Construction.** Developer shall construct a pedestrian sidewalk ("Sidewalk"), a portion of which is located on-site, and a portion of which is located offsite, along Gregory Road between Baldwin Road and the western boundary of the property located at 3731 Gregory Road, Tax Parcel ID. No.: 09-31-200-002 ("Sidewalk Area") at Developer’s expense, except for any and all costs and expenses of acquiring the necessary easements, right-of-ways, and related construction and grading easements and permits, which such acquisition shall be obtained by the Township. Sidewalk construction will commence when (a) the Township has obtained the necessary easements and right-of-way agreements, and (b) after Developer with the Township’s assistance, as required, obtains, as applicable, any permits required from Michigan Department of Environment, Great Lakes & Energy, Oakland County Road Commission and other agencies with jurisdiction over such improvements. Township and Developer agree that subject to conditions set forth in this Section, performance and implementation of the other provisions of this Agreement may proceed while the easement acquisitions and permits for the Sidewalk are pending. Subject to matters outside of the control of Developer, such as weather conditions, acts of God or so called force majeure events and, assuming easements are obtained in a timely fashion, the sidewalk shall be completed not later than two (2) years from the date that (i) the Township notifies the Developer that the Township has acquired the necessary easement rights and requests, and (ii) after Developer receives the necessary approvals and/or permits required from Michigan Department of Environment, Great Lakes & Energy, Oakland County Road Commission and other agencies with jurisdiction over such improvements. In the event that the Township is unable to acquire the necessary easement or right-of-way, or any required permit necessary to construct the Sidewalk by, on or before the final closing date for the sale of the last Developer owned unit to a third party, the Developer shall deposit an amount equivalent to the Project Engineer's estimate (in consultation with the Township's engineering consultant) for construction of the portion of the Sidewalk located along Gregory Road between Baldwin Road and the eastern boundary of the Property with the Township, which such payment will be in lieu of Developer’s obligation to build the Sidewalk as set forth in the Agreement.

15. **MISCELLANEOUS**

a. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Agreement shall run with the Property.

b. **Authority**

This Agreement has been duly authorized by all necessary action of Developer and the Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan, and the Ordinances of the Township. By the execution of this Agreement, the parties each warrant that they
have the authority to execute this Development Agreement and bind the Property in its respective entities to its terms and conditions.

c. **Final Site Plan Approval**

There may be a need in the future to make minor changes to the Final Site Plan, and Developer may request such modifications. For purposes of expediency, minor modifications to such site plans shall be reviewed and approved by Township Staff, provided that the height, density and location of buildings and uses as permitted under this Agreement shall not be modified by Township. Minor modifications may include without limitations: (a) a reduction in the size of any building; (b) an increase in the size of any building, provide that the size of other buildings (s) is decreased so that all buildings within the Project do not exceed the density limitation set forth in this Agreement; (c) landscaping materials identified in the attached plan may be replaced by similar types of landscaping materials of better or like quality; (d) changes in floor plans and elevations which do not alter the character of the use; (e) internal rearrangement of parking lots that do not reduce the total number of approved parking spaces; (f) correcting non-material errors; (g) adding or altering home plans, residential dwelling or model elevation drawings, architectural features, building facades, exterior building materials; and (h) changes requested by the Township, County, or State for safety reasons. Any modifications sought that exceed the authority granted to Township Staff in the Section, in the judgment of Township Staff, shall be submitted to the Planning Commission for review and approval, with Developer having the right to appeal the Planning Commission’s determination to Township Board. Any modifications not minor as defined above will be considered a major modification requiring amendment of the Final Site Plan.

d. **Other Governmental Approvals**

It is understood that construction of some of the improvements included in the Project will require the approval of other governmental agencies. Developer shall construct improvements in accordance with the approval of such agencies.

e. **Amendment**

This Agreement may only be amended pursuant to an instrument executed by the Township and the Developer after mutual consent of the parties. Any amendment shall be recorded in the Oakland County Records. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the Township shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others.

f. **Notice**
Unless later information is provided, notices under this Agreement will be provided to:

To Developer:

Pulte Homes of Michigan LLC
2800 Livernois Road, Building D, Suite 320
Troy, Michigan 48083
ATTN: Joe Skore

With a Required Copy to:

Bodman PLC
201 W. Big Beaver, Suite 500
Troy, Michigan 48083
ATTN: Greg Gamalski

To Orion Township:

Charter Township of Orion
Attention
Phone:
Fax:
Email to Township Clerk:
IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed on the day and year recited above.

CHARTER TOWNSHIP OF ORION
a Michigan municipal corporation

By:
Its: Supervisor

By:
Its: Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) ss

The foregoing Agreement was acknowledged before me by ____________, the duly elected Supervisor, and ____________, the duly elected Supervisor and Clerk (respectively) of the Charter Township of Orion, on the ___ day of ____________, 2020, on behalf of the Township.

__________________________, Notary Public
Oakland County, Michigan
My Commission Expires: __________
Acting in Oakland County

(Signatures continued on next page)
PULTE HOMES OF MICHIGAN LLC,
a Michigan limited liability company

By: Joe Skore
Its: Vice President of Land Acquisition

ACKNOWLEDGEMENT

STATE OF MICHIGAN  )
 ) ss
COUNTY OF ____________ )

The foregoing Agreement was acknowledged before me by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on the ___ day of _____________, 2020, on behalf of the company.

_________________________________, Notary Public
Oakland County, Michigan
My Commission expires: __________
Acting in Oakland County
**Table of Exhibits**

**Exhibit A:** Property Legal Description  
**Exhibit B:** Final Site Plan and Planning Commission Minutes  
**Exhibit C:** Conceptual Architecture Drawings  
**Exhibit D:** Schedule of Regulations and Modifications
Exhibit A

Property Legal Description

Land situated in the Township of Orion, County of Oakland, State of Michigan, described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST LINE OF SAID SECTION 31, 2260.67 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE S82°02'00"W, ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31, 664.70 FEET; THENCE N01°08'37"W 1650.96 FEET; THENCE N81°44'53"E 634.87 FEET; THENCE N01°08'37"W 609.95 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE N88°31'56"E, ALONG THE NORTH LINE OF SAID SECTION 31, 30.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.46 ACRES OF LAND.

AND

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE S88°31'56"W, ALONG THE NORTH LINE OF SAID SECTION 31, 170.90 FEET TO THE POINT OF BEGINNING; THENCE S01°08'37"E 626.72 FEET; THENCE S81°44'53"W 492.88 FEET; THENCE N01°08'37"W 684.95 FEET TO A POINT ON SAID NORTH LINE OF SECTION 31; THENCE N88°31'56"E, ALONG SAID NORTH LINE OF SECTION 31, 489.10 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.36 ACRES OF LAND.

Tax Parcel Id. Nos.: 09-31-200-006; 09-31-200-008
Exhibit B

Final Site Plan and Planning Commission Minutes

[Following]
Exhibit C

Conceptual Architecture Drawings

[Following]
Exhibit D

Schedule of Regulations and Modifications
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE COTTAGES AT GREGORY MEADOWS

Entered into between:

Charter Township of Orion, a Michigan Municipal Corporation

and

Pulte Homes of Michigan LLC, a Michigan limited liability company

Dated: __________, 2020

"Changes"
## TABLE OF CONTENTS

RECITALS ......................................................................................................................... 1

1. Summary Description of Project..................................................................................

2. Adherence to Requirements for Development...........................................................

3. Intent of Project...........................................................................................................

4. Adherence to Ordinances............................................................................................

5. Permits and Authorizations.......................................................................................  

6. Phasing.....................................................................................................................

7. Water and Sanitary Sewer Systems ...........................................................................

8. Roads, Drives and Parking Lots ................................................................................


10. Open Space and Natural Features ...........................................................................

11. Declaration of Restrictions ....................................................................................

12. Reimbursable Costs .................................................................................................

13. Access to Property ...................................................................................................

14. Miscellaneous ..........................................................................................................  

Table of Exhibits.............................................................................................................
PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE COTTAGES AT GREGORY MEADOWS

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of ___, 2020 ("Effective Date"), by and between the CHARTER TOWNSHIP OF ORION ("Township") a Michigan municipal corporation, with offices located at 2525 Joslyn Road, Orion, Michigan 48360, and PULTE HOMES OF MICHIGAN LLC ("Developer"), a Michigan limited liability company, with offices located at 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083.

Project Developer: Pulte Homes of Michigan LLC
2800 Livernois Road, Building D, Suite 320
Troy, Michigan 48083
ATTN: Joe Skore and Paul Schyck

Project Planner:

Project Engineer: Atwell, LLC
311 North Main Street
Ann Arbor, Michigan 48104
ATTN: Matthew W. Bush

RECATALS

A. The purpose and intent of Agreement is to establish a community theme and regulate the placement of units within the property described in Exhibit A attached ("Property"), which is owned by Developer.

B. The Developer intends to develop the Property into a residential condominium project consisting of 72 condominium units ("Units") to be known as The Cottages at Gregory Meadow (the "Project").

C. The Project will be a benefit to the community. Some of the benefits of the Project include the following as further described in the Development Documents (defined below):
   a. Preservation of certain natural features;
   b. Installation of a pedestrian pathway along Gregory Road;
   c. Installation of and use of native plantings and landscaping;
   d. Construction of high quality and visually appealing residential homes on each unit;
   e. Providing a maintenance free product option to aging population located in Township which addresses certain housing needs for mature populations; and
   f. Dedication of certain property for roadway purposes along Gregory Road.

NOW, THEREFORE, it is hereby agreed as follows:
1. **SUMMARY DESCRIPTION OF THE PROJECT**

   The Project covers an area comprising approximately 32.82 acres. The site is located generally off of Gregory Road between Morgan Road to the south, Gregory Road to the North, and Baldwin Road to the East. Developer is proposing to develop the Project which is generally consistent with the character of the surrounding area. The proposed use is as follows:

   a. 72 residential Units;
   b. Preservation of wooded areas, including certain wooded areas to act as a buffer between the Property and the neighboring properties;
   c. Provision of open space areas within the Project.

2. **ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT**

   The Property shall be developed and improved in full compliance with the following (“Development Documents”):

   a. All Ordinances and Codes of the Charter Township of Orion in the form and on the terms existing on the Effective Date of this Agreement (“Township Code and Ordinances”).

   b. The Plans for The Cottages at Gregory Meadows, prepared by Atwell, LLC (the “PUD Plans”).

   c. Conditions imposed on the Project by the Planning Commission at the [date] meeting of the Planning Commission and resolution recommending approval to the Township Board, including the conditions recommended by the Township’s Planning Consultant, Engineer, staff, and any other reasonable conditions which may be imposed by the Township Board with respect to approval of the Project by the Planning Commission with respect to the PUD Plans or other required approvals.

   d. This Planned Unit Development Agreement and any conditions imposed herein.

   e. Any and all conditions of the final site plan as approved by the Orion Board of Trustees pertaining to the Project and reflected in the official minutes of said meetings (“Final Site Plan”). The Final Site Plan shall be designed in conformance with the requirements of this Agreement. Once the Final Site Plan is approved, the Final Site Plan and minutes of the Planning Commission and Township Board meetings shall be attached as Exhibit B, and shall supersede the Preliminary Site Plan Approval.

   f. The Orion Township Engineering Design Standards and any other reasonable conditions which might be required by the Township’s Engineer

   Furthermore, all development and improvement of the Property by Developer and all use of the Property shall be subject to and in accordance with all applicable Township Code and
Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Code and Ordinances, the Development Documents and state laws for the respective components of the Project. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and Township Code and Ordinances, the terms and conditions of Agreement shall apply. In the event the Development Agreement is silent on any matters otherwise covered by the PUD Plans, Final Site Plan, or Township Code and Ordinances, the Final Site Plan shall apply.

This Agreement shall run with the Property and all future owner(s) of the Property shall be bound by the terms of this Agreement and the Developer’s authority and responsibilities stated herein. Heirs, successors, assigns and transferees shall take interest in the Property subject to this Agreement and all references to “Developer” in this Agreement shall include the heirs, successors, and assigns of the Developer. The Township shall require that all other developers, present or future, of any portion of this Agreement or any amendment thereto, as the same may be expanded by the Township and their respective successors in title comply with the Township Code and Ordinances and regulations.

3. INTENT OF PROJECT

The Project will consist of 72 residential site Units and preserved woodland and open space. Until such time that formal control over Project passes to the association created to operate and manage the affairs of the condominium (“Association”) in accordance with the Michigan Condominium Act, Act 59 of 1978 (the “Act”), Developer shall be responsible for the general common elements as described in the master deed and bylaws (“Condominium Documents”) for the condominium, including, but not limited to the preservation and open space areas as described in the Development Documents. Once formal control passes to the Association, the Association shall be responsible for the maintenance of the general common elements and additional areas as identified in the Condominium Documents.
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Building elevation materials and colors will consist primarily of high quality materials as shown on the conceptual architecture drawings attached as **Exhibit C**.

Development standards will generally conform to the Final Site Plan as shown on **Exhibit B** and established per the Schedule of Regulations and Modifications shown on **Exhibit D**.

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The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to modify the existing utilities including electric, telephone, gas, cable television, water, storm and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Development Documents, provided the Developer has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the Township will be processed in the customary manner. The Township will cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Development Documents and this Agreement. The Township agrees to permit one onsite sales trailer in a location to be selected by the Developer.

6. **PHASING**

Time is of the essence to this Agreement. The Final Site Plan anticipates all construction to be completed in one (1) phase. The Project shall be completed within five (5) years of the issuance of all permits required for completion of the Project ("Completion Date"). However, the Developer may request one (1) extension for a period of two (2) years for good cause from the Orion Township Board, the denial of which shall not be unreasonably withheld. This Agreement and the approval set forth herein shall be rendered null and void upon the expiration of the
aforementioned Completion Date, unless otherwise determined by the Township Board in accordance with this Section.

7. **WATER AND SANITARY SEWER SYSTEMS**

   Developer shall, at its sole expense, construct and install all connections tying into the municipal water and sanitary sewer systems to serve the Project and that are identified as “must be built” utilities in the Condominium Documents under the Act.

8. **ROADS, DRIVES AND PARKING LOTS**

   Developer shall, at its sole expense, construct and install all the internal roads to serve the Project, as well as the road improvements to Gregory Road as provided in the PUD Plans.

9. **LANDSCAPING, LIGHTING, AND ARCHITECTURAL STANDARDS**

   Developer shall cause the completion of remaining construction of the Project which are identified as “must be built” in the Condominium Documents and under the Act, in full compliance with the Development Documents.

   Developer shall install irrigation sufficient for survivability of all planted materials located within the general common elements as identified in the Condominium Documents and provide that the Association shall be responsible for maintenance of the irrigation and landscaping within the community.

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    The open spaces shall be designed and landscaped to create natural areas that add to the overall open space system and aesthetics of the Project. For the purpose of insuring long term preservation of open space and natural features within the Project, all open space shall be perpetually preserved as unimproved areas (other than improvements installed in accordance with the Development) by way of provisions contained in the Condominium Documents. The Condominium Documents shall also provide for the continued maintenance of general common elements as described in the Condominium Documents, including drainage and retention ponds installed in relation to Property.

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    Developer shall record a Master Deed, Bylaws and Condominium Subdivision Plans for the Project and provide to the Township those documents which establish the condominium in accordance with the Development Documents for the Project.

    The Association shall contract for the service from a single contractor and each Co-owner shall participate in such program for garbage and refuse. [CHECK]

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a. Developer shall reimburse the Township, the reasonable costs for the following fees as required by the Township Code and Ordinances in relation to the following:

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ii. All reasonable planning, engineering and any consultant fees, along with applicable permit and inspection fees, which may be incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development Documents.

b. In addition, Developer shall be responsible for all costs associated with the submission to the Township and consideration of all plans and documents associated with the Project, including, but not limited to, site plans, landscaping plans, engineering plans, as-built plans, permits, inspections, etc. Further, Developer shall be responsible for all costs related to variance requests, special use requests, and review and approval of any other agreements associated with the Project, including but not limited to, Declaration of Restrictions, petitions for any special assessments district, and other similar documents, plans and costs; provided, however, (i) Developer shall only be responsible for such costs to the extent they are reasonable third party costs and (ii) the developer shall not be responsible for reimbursement of any costs which relate to any work not exclusively pertaining to the Project.

13. **ACCESS TO PROPERTY**

In all instances in which the Township, pursuant to this Agreement, utilizes the proceeds of a financial assurance given to secure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Project, the Township, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the Final Site Plan and this Agreement.

14. **RECOGNIZABLE BENEFITS**

   In its development of the Project, the Township has requested and the Developer has agreed to provide the following improvements which constitute recognizable benefits of the Project:

   a. **Emergency Access Gate and Road.** Developer shall construct a gate to be located in the emergency access road located in the Project. The gate and emergency access road shall be and shall remain general common elements, and shall be reflected as such in the master deed and bylaws for the Project. The gate and emergency access road shall be maintained by the Association as it would maintain any of the other general common elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access road by the Association.
b. **Sidewalk Construction.** Developer shall construct a pedestrian sidewalk ("Sidewalk"), a portion of which is located on-site, and a portion of which is located offsite, along Gregory Road between Baldwin Road and the western boundary of the property located at 3731 Gregory Road. Tax Parcel ID. No.: 09-31-200-002 ("Sidewalk Area") at Developer's expense, except for any and all costs and expenses of acquiring the necessary easements, right-of-ways, and related construction and grading easements and permits, which such acquisition shall be obtained by the Township. Sidewalk construction will commence when (a) the Township has obtained the necessary easements and right-of-way agreements, and (b) after Developer with the Township's assistance, as required, obtains, as applicable, any permits required from Michigan Department of Environment, Great Lakes & Energy, Oakland County Road Commission and other agencies with jurisdiction over such improvements. Township and Developer agree that subject to conditions set forth in this Section, performance and implementation of the other provisions of this Agreement may proceed while the easement acquisitions and permits for the Sidewalk are pending. Subject to matters outside of the control of Developer, such as weather conditions, acts of God or so called force majure events and assuming easements are obtained in a timely fashion, the sidewalk shall be completed not later than two (2) years from the date that (i) the Township notifies the Developer that the Township has acquired the necessary easement rights and requests, and (ii) after Developer receives the necessary approvals and/or permits required from Michigan Department of Environment, Great Lakes & Energy, Oakland County Road Commission and other agencies with jurisdiction over such improvements. In the event that the Township is unable to acquire the necessary easement or right-of-way, or any required permit necessary to construct the Sidewalk by, on or before the final closing date for the sale of the last Developer owned unit to a third party, the Developer shall deposit an amount equivalent to the Project Engineer's estimate (in consultation with the Township's engineering consultant) for construction of the portion of the Sidewalk located along Gregory Road between Baldwin Road and the eastern boundary of the Property with the Township, which such payment will be in lieu of Developer's obligation to build the Sidewalk as set forth in the Agreement.

15. **MISCELLANEOUS**

a. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Agreement shall run with the Property.

b. **Authority**

This Agreement has been duly authorized by all necessary action of Developer and the Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan, and the Ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Development Agreement and bind the Property in its respective entities to its terms and conditions.

c. **Final Site Plan Approval**
There may be a need in the future to make minor changes to the Final Site Plan, and Developer may request such modifications. For purposes of expediency, minor modifications to such site plans shall be reviewed and approved by Township Staff, provided that the height, density and location of buildings and uses as permitted under this Agreement shall not be modified by Township. Minor modifications may include without limitations: (a) a reduction in the size of any building, (b) an increase in the size of any building, provide that the size of other buildings is decreased so that all buildings within the Project do not exceed the density limitation set forth in this Agreement; (c) landscaping materials identified in the attached plan may be replaced by similar types of landscaping materials of better or like quality; (d) changes in floor plans and elevations which do not alter the character of the use; (e) internal rearrangement of parking lots that do not reduce the total number of approved parking spaces; (f) correcting non-material errors; (g) adding or altering home plans, residential dwelling or model elevation drawings, architectural features, building facades, exterior building materials; and (h) changes requested by the Township, County, or State for safety reasons. Any modifications sought that exceed the authority granted to Township Staff in the Section, in the judgment of Township Staff, shall be submitted to the Planning Commission for review and approval, with Developer having the right to appeal the Planning Commission’s determination to Township Board. Any modifications not minor as defined above will be considered a major modification requiring amendment of the Final Site Plan.

d. **Other Governmental Approvals**

It is understood that construction of some of the improvements included in the Project will require the approval of other governmental agencies. Developer shall construct improvements in accordance with the approval of such agencies.

e. **Amendment**

This Agreement may only be amended pursuant to an instrument executed by the Township and the Developer after mutual consent of the parties. Any amendment shall be recorded in the Oakland County Records. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the City, Township shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others.

f. **Notice.**

Unless later information is provided, notices under this Agreement will be provided to:
To Developer:

Pulte Homes of Michigan LLC
2800 Livernois Road, Building D, Suite 320
Troy, Michigan 48083
ATTN: Joe Skore

With a Required Copy to:

Bodman PLC
201 W. Big Beaver, Suite 500
Troy, Michigan 48083
ATTN: Greg Gamalski

To Orion Township:

Charter Township of Orion
Attention
Phone:
Fax:
Email to Township Clerk:
IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed on the day and year recited above.

CHARTER TOWNSHIP OF ORION
a Michigan municipal corporation

By: _____________________________
Its: Supervisor

By: _____________________________
Its: Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN  )
COUNTY OF OAKLAND  ) ss

The foregoing Agreement was acknowledged before me by , the duly elected Supervisor, and , the duly elected Supervisor and Clerk (respectively) of the Charter Township of Orion, on the __ day of ___________, 2020, on behalf of the Township.

___________________________, Notary Public
Oakland County, Michigan
My Commission Expires: ___________
Acting in Oakland County

(Signatures continued on next page)
PULTE HOMES OF MICHIGAN LLC,
a Michigan limited liability company

By:    Joe Skore
Its:    Vice President of Land Acquisition

ACKNOWLEDGEMENT

STATE OF MICHIGAN    )
                     ) ss
COUNTY OF __________ )

The foregoing Agreement was acknowledged before me by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on the __ day of ____________, 2020, on behalf of the company.

___________________________________, Notary Public
Oakland County, Michigan
My Commission expires: __________
Acting in Oakland County
Table of Exhibits

Exhibit A: Property Legal Description
Exhibit B: Final Site Plan and Planning Commission Minutes
Exhibit C: Conceptual Architecture Drawings
Exhibit D: Schedule of Regulations and Modifications
Exhibit A

Property Legal Description

Land situated in the Township of Orion, County of Oakland, State of Michigan, described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE S01°08'37"E, ALONG THE EAST LINE OF SAID SECTION 31, 2260.67 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE S82°02'00"W, ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31, 664.70 FEET; THENCE N01°08'37"W 1650.96 FEET; THENCE N81°44'53"E 634.87 FEET; THENCE N01°08'37"W 609.95 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE N88°31'56"E, ALONG THE NORTH LINE OF SAID SECTION 31, 30.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.46 ACRES OF LAND.

AND

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE S88°31'56"W, ALONG THE NORTH LINE OF SAID SECTION 31, 170.90 FEET TO THE POINT OF BEGINNING; THENCE S01°08'37"E 626.72 FEET; THENCE S81°44'53"W 492.88 FEET; THENCE N01°08'37"W 684.95 FEET TO A POINT ON SAID NORTH LINE OF SECTION 31; THENCE N88°31'56"E, ALONG SAID NORTH LINE OF SECTION 31, 489.10 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.36 ACRES OF LAND.

Tax Parcel Id. Nos.: 09-31-200-006; 09-31-200-008


Exhibit B

Final Site Plan and Planning Commission Minutes

[Following]
Exhibit C

Conceptual Architecture Drawings

[Following]
Exhibit D

Schedule of Regulations and Modifications
Document comparison by Workshare 9 on Monday, November 2, 2020 10:13:44 AM

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Dear Tammy,

We have no further comments or concerns on the above-mentioned project.

If you have any questions, please contact me.

Respectfully Submitted,

Jeffery T. Stout
Director
Department of Public Services
To: Planning Commission/Planning & Zoning Director  
From: Jeff Williams, Fire Marshal  
Date: 11/19/2020

The Orion Township Fire Department has completed its review of Application PC-2019-48 for the limited purpose of compliance with Charter Township of Orion Ordinance’s, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

X Approved with Comments and Requirements (See below)  
Not approved

Comments:
- It is the fire department’s understanding that Peppermill Lane was a proposed future cross connection point when it was designed back in 1995. With this information, the fire department has strongly recommended in our 3 past site plan reviews that Peppermill Lane connect to Morgan Road without the use of an emergency gate. Emergency gates have the ability to present a delayed response when responding to an emergency. They also entail a multitude of different maintenance responsibilities for BOTH the Fire Department and property owner that are frequently overlooked and when overlooked cause gates to not operate properly and access roads to become obstructed. If this type of situation occurs, it creates a delay in our emergency response and hinders our ability to ensure the life safety of our residents and property conservation. Over the past several years the Fire Department has documented multiple ongoing issues with emergency gates that are currently installed within the Township.

Requirements:
- If the Planning Commission so chooses to allow the installation of the siren activated emergency gate the Fire Department will require all maintenance responsibility notes/requirements to be added to both the Master Deed and the HOA by-laws.

This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at time of building permit application that includes data or documents confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2003.

Sincerely,

Jeffrey Williams
Jeff Williams, Fire Marshal
Orion Township Fire Department
November 23, 2020
Charter Township of Orion Planning Commission
2424 Joslyn Road
Lake Orion, MI 48360

Planned Unit Development Final Review #2
The Cottages at Gregory Meadows

Site: 3595 Gregory Road / Case No. PC-2019-48
Project Name: The Cottages at Gregory Meadows
Applicant: Pulte Homes of Michigan LLC
Plan Date: 10/27/2020
Zoning: SF (Suburban Farms)
Parcel ID: 09-31-200-006 & -008

Dear Planning Commissioners:

We have completed a review of the application, final PUD site plan, and landscape plan referenced above and a summary of our findings is below. Items in bold require specific action. Items in italics can be addressed administratively. See the end of this review for the following items related to consideration:

1. Conclusion of all items contained in this review
2. PUD Approval Considerations from Zoning Ordinance
SUMMARY OF FINDINGS

Concept and Eligibility Plan

The Concept Plan was conditionally approved by the Township Board on February 3, 2020, with specific reference to the plan set date stamped received December 19, 2019, “for the reasons given by the Planning Commission in their motion to recommend conditional approval on January 15, 2020,” and subject to the following:

“An acceptable PUD Agreement prepared by the Township Attorney to be approved by the Board of Trustees with the understanding Pulte will design and build a safety path in front of their development east to Baldwin (Road) and with the understanding Orion Township will be responsible for securing easements and Pulte will design and build a safety path from their west property line to Gregory Meadows with the understanding Orion Township will be responsible for obtaining easements.”

At the January 15, 2020, Planning Commission meeting, a recommendation of approval was forwarded to the Township Board for the concept and eligibility plan, based on the plan set date stamped received December 19, 2019, and based on the following findings of fact:

PC Findings of Fact
1. The applicant has met the eligibility criteria of Section 30.03(B) of the Zoning Ordinance and has met the intent of the PUD as stated in 30.03(A) of the Zoning Ordinance.
2. The applicant will explore the concept of the Township gaining easements and the applicant constructing the (Gregory Road) safety path at their expense, or if the Township cannot gain such easements, a fiscal contribution greater than $75,000 be made toward the safety path.
3. Although the density complies with the Master Plan, there is concern relative to the feasibility of 72 units being built within the confines of the grades and elevations of the subject property.
4. The proposed PUD will not place an unreasonable burden on the subject or surrounding land, or property owners if proper grading and elevations can be respected.
5. The increase in density reflects the Master Plan which shows the property as medium/high single-family residential.
6. The economic impact is that the PUD will result in a reasonable variation and variable housing styles for a recognized segment of the housing population.
7. The plan provides for guaranteed open space on the site being in excess of seven acres which would be part of the guaranteed open space and part of the HOA requirements.
8. The plan as a condominium will provide unified control over the ownership of the common areas within the development.

PC Motion Discussion Concerns
- Fire access- Inclusion of the Fire Marshall’s recommendation in the motion
- Safety path- Disagreement with the safety path and contribution procedure
- Architecture- Discussion of the lack of 50% side-entry garages provided

The plan set date stamped received December 19, 2019, generally included the following development:
- 72-unit detached single-family site condominium units on 32.75 acres
- 60-foot wide roadway and utility easement through the site
- Access only from Gregory Road, with stubbed future access only to the east boundary of the site
Final PUD Project Summary

The applicant is proposing a 72-unit single-family detached site condominium development on 32.82 acres (gross). Excluding rights-of-way areas along Gregory Road and the internal roadway, the site area is 27.58 acres (net). Cover Sheet Site Data Table:

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<td>Minimum Floor Area/Unit</td>
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<td>Maximum Building Height</td>
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<tr>
<td>Side to Side</td>
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<td>Rear to Property Line</td>
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<tr>
<td>Open Space</td>
<td>26% of site (+/- 8.4 acres)</td>
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Cover Sheet Comments
1. Recognizable Benefits. The language in Proposed PUD Recognizable Benefits #2 regarding the Gregory Road safety path development, and #6 regarding Gregory Road frontage improvements should be reviewed administratively by the Township Attorney and Township Engineer for approval and consistency with the PUD Agreement. This is to ensure that the language on the Cover Sheet accurately reflects the agreement language once the agreement has been finalized.
2. Fire Department Notes. As previously discussed, one side permitted on-street parking on the non-hydrant side of all internal roadways should be verified during the construction inspection process to ensure that on-street parking will be available to residents, visitors, and others once roadway improvements are complete. This is an administrative function subject to final PUD approval.

Development Access
Access would be provided from the north boundary of the site at Gregory Road. A 60-foot wide roadway and utility easement has been proposed running north and south through the site. The roadway would run along the west side of the site to the middle of the site ending at a cul-de-sac for Avery Road. Along the east side of the site would be another roadway known as Peppermill Lane also ending at a cul-de-sac.

Cross-Access
As a result of the public hearing for the concept PUD plan, the applicant replaced the cross-access initially proposed at the south boundary of the site to Peppermill Lane with a cul-de-sac and emergency access gate, and added a roadway stub connection to the east boundary of the site that would connect to a future Village Center area along Baldwin Road indicated on the Master Plan Future Land Use Plan. This is an important proposed connection, in lieu of other cross connections to the east and south, that that should be completed subject to development of the adjacent Village Center area. The PUD Agreement should reflect adequate development of this stub connection by either the applicant, the Village Center developer, or both as desired by the Township Engineer and Township Attorney subject to consideration by the Planning Commission and Township Board.
Typical Unit Details
Proposed dwelling units generally measure 40 feet wide by 72 feet deep, with three typical unit details provided (Abbeyville, Ascend, and Bedrock). Typical unit spacing would consist of buildings setback 41.5 feet from the edge of the road (back of curb), 25 feet from the proposed right-of-way line (driveway parking depth) for internal roadways, with an internal side setback of 20 feet between buildings.

Existing Conditions

1. Zoning. The parcel is 32.82 acres and is zoned SF (Suburban Farms). A PUD may be applied for within any zoning district and permits the following types of uses: single-family detached, attached residential, commercial, industrial, and mixed-use projects. The granting of a PUD application shall require a rezoning by way of an amendment to the Zoning Ordinance upon the recommendation of the Planning Commission and approval by the Township Board.

2. Existing site. The site currently contains two parcels. The north parcel along Gregory Road contains an existing dwelling and garage near the road. The rear parcel is a flag lot with an existing dwelling and separate driveway to Gregory Road. The site wraps around two existing single-family lots in the northeast corner that are not within the proposed PUD area. The existing gravel drive for the flag lot is also currently used as a second access for 3565 Gregory Road and is noted as to be removed in this location. This lot would still be provided access through the existing shared drive with 3575 Gregory Road. Woodlands cover the majority of the site, with landmark trees identified by three zones: southern, central, and north. See the landscape portion of this review for more information on woodlands.

3. Adjacent zoning & land uses.

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<td>South</td>
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<td>East</td>
<td>R-2 - Single Family &amp; SF - Suburban Farms</td>
<td>Single-family &amp; Woodlands</td>
</tr>
<tr>
<td>West</td>
<td>SF - Suburban Farms</td>
<td>Single-family</td>
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</table>

Final Plan

Development Agreement. After approval of the Concept Plan by the Planning Commission, the Township shall instruct the Township Attorney to prepare a Development Agreement setting forth the conditions upon which such approval is based; which Agreement, after approval by the Township Board, shall be executed by the Township and the applicant and recorded in the Office of the County Register of Deeds. Approval of the Agreement shall be effective upon recording.
Following receipt of the Planning Commission comments on the concept plan, and action by the Township Board, the applicant shall submit a Final Plan and supporting materials conforming to Section 30.03 G.6. A Final Plan and application for a PUD shall contain the following information:

3. Applications for Final Plan approval shall include all of the data requirements for site plan review as specified in Section 30.01 (E) and Section 30.01 (F) of this Ordinance. The site plan has been reviewed as part of the PUD concept and final reviews. Per Section 30.01 E.2.c., the following items related to architecture are required for Planning Commission consideration:

   c. Building and structure details, including:
      1) Location, height, and outside dimensions of all proposed buildings or structures, including all mechanical equipment placed on the roof.
      6) Building elevations, drawn to a scale of one (1) inch equals four (4) feet, or to another scale approved by the Enforcement Officer and adequate to determine compliance with the requirements of this Ordinance.
      7) Sections, elevations/ color perspective drawings/photos or other visual aids showing architectural quality. Drawings shall also indicate final color schemes for exterior surfaces.
      8) Information on building materials, and complimentary color schemes. This shall include presentation of material sample boards. Material sample boards shall be presented at the time of consideration by the Planning Commission.
      9) Details of windows, recesses, roof over hangs, awnings, gables, soffit, roof design and roofing materials.
      11) Information on masonry materials, siding or other materials, and patterns used for building exterior.

   The applicant has submitted the required information under this section for Planning Commission consideration of the design of the three models indicated below. Several building elevations of varying design for the three models have been submitted, with additional clarification needed as stated in review item #6 below. The Planning Commission may wish to consider all submitted building elevations as these details have not previously been provided for consideration.

   a. Abbeyville (plan set sheets 54 to 57)
   b. Ascend (sheets 58 to 61)
   c. Bedrock (sheets 62 to 65)

4. Depict which natural features are to be entirely preserved, which are to be modified or disturbed, and which are to be destroyed. See landscape review item #7 for information on tree removal. The Zoning Ordinance requires that if the grade change adjacent to a single-family residential area is to be varied by more than three feet, the site plan shall include cross sections illustrating existing and proposed grades in relation to existing and proposed building heights. It appears that the grade changes adjacent to the existing residential areas to the northeast (Pasadena Drive) and south of the site (Peppermill Lane) are more than three feet.

   The applicant has submitted a Cross Sections plan sheet number 73 that includes information on existing and proposed grades related to proposed homes and existing homes within adjacent single-family areas to the south and northeast of the site. In general, proposed homes at the south of the proposed Peppermill Lane cul-de-sac would have a floor grade that is approximately five feet higher than existing lots adjacent to the site to the south. Within the northeast corner of the site, proposed homes would generally be at proposed grades which are elevated above adjacent existing homes.
5. The number and location of areas to be preserved as open or recreation space.

Section 30.03 B.5. states that 15% of the site shall be guaranteed open space including usable active and passive upland spaces and trails. Park-like amenities may be provided, and open space shall be equally available to all residents of the development with maintenance and ownership documentation submitted. Approximately 8.44 acres of open space has been proposed spread out over several areas around the perimeter of the site as indicated on the Overall Layout Plan. This equates to approximately 26% of the site being open space, which exceeds the percentage requirement.

As far as usable active open spaces, a 6-foot wide woodchip trail loop has been proposed from the south end of the Avery Road cul-de-sac to Peppermint Lane. Additionally, three seating areas have been proposed off the roadway that would improve the aesthetic qualities of the development for residents as stated in the concept plan application letter. The Planning Commission and/or Township Board may consider if a sufficient amount of open space area would be usable active space for residents. It may be beneficial to have an additional loop off this trail to provide an alternate path making it more useable for residents, or additional trails or open space amenities could be considered, such as a pocket park near the stub road connection on the east boundary of the site.

6. Layout and typical dimensions of proposed lots, footprints, and dimensions of proposed buildings and structures, and uses, with the acreage allotted to each use. The PUD Design Standards require that residential facades should not be dominated by garages. Where attached garages are proposed, at least 50% of the garages should be side-entry or recessed, where the front of the garage is at least five feet behind the front line of the living portion of the principal dwelling. Compliance with this item could not be verified for the reasons stated below. We continue to have concerns that the development will not achieve 50% recessed garages as stated in the PUD Design Standards.

Abbeyville (plan set sheets S4 to S7)
First Floor Plan (sheet S4): A 2-foot garage recess is indicated from the front wall of Bedroom 2, with an additional 3-foot Bedroom 2 projection indicated with a note referencing an unspecified elevation. Elevations 8, 14, 24, and 25 on sheets S5 and S6 do not provide a recessed garage dimension. The application should clarify how these elevations relate to the proposed floor plan as these elevations do not appear to match the floor plan.

Ascend (sheets S8 to S11)
First Floor Plan (sheet S8): A 2-foot garage recess is indicated from the front wall of Bedroom 2. No elevations have been submitted indicating a 5-foot garage recess.

Bedrock (sheets S2 to S6)
First Floor Plan (sheet S2): The front wall of Bedroom 2 is indicated as flush with the front of the garage, with an additional 5-foot Bedroom 2 projection indicated with a note referencing an unspecified elevation. The following elevations do not provide a recessed garage dimension: Heartland 1WA (sheet S2), Heartland 25A and 3WA (sheet S3), and Low Country 1W and 2M (sheet S4). The applicant should clarify how these elevations relate to the proposed floor plan as they do not appear to match the floor plan. Additionally, the front columns of a covered porch would not strictly meet this section as porches would not be considered part of the “living portion of the principal dwelling” as stated in this section.
7. General location and type of landscaping proposed \{evergreen, deciduous, berm, etc.\}, noting existing trees and landscaping to be retained. **Minimal landscaping is required by the Zoning Ordinance as no parking lots are proposed, as the development would not contain any non-residential uses, and as no fencing or screen walls are proposed or required.**

Section 27.05 A.3.a. requires a mixture of trees planted at a rate of one tree per 3,000 sq. ft. of landscaped open space area, including an underground irrigate system or readily available water supply provided. These standards are met as indicated in the Landscape Requirements table on the Landscape Plan – Overall and Landscape Note #6.

**Section 21.12 – Tree and Woodlands Protection**

This section requires the applicant to designate the location of all proposed building sites and the area around them to be disturbed with the objective of preserving protected trees, and the Planning Commission or Building Official shall have discretion to require reasonable adjustments during the approval process (§ 27.12 C.3.a.).

**Building Envelopes**

For each building (home) site in a development, the applicant shall designate the “building envelope,” which shall be the area to be enclosed by the exterior walls of the proposed structure on the property, plus a reasonable area beyond such walls up to 15 feet. With the objective of preserving trees, and also allowing reasonable development, the 15 feet beyond each wall may be re-allocated/balanced between sites (§ 27.12 C.3.b.). The building envelope for all proposed homes, as stated in this section, has not provided. The applicant’s response letter states that “building envelopes are assumed to be 15 feet around the proposed buildings.”

**Outside of Building Envelopes**

A tree removal permit shall be required to remove or cut a protected tree outside of the area designated for structures and building envelopes. The Planning Commission or Building Official, as the case may be, may issue an advanced written waiver of the requirement for a tree removal permit or mitigation when it is shown that tree removal is necessary and there is no reasonable alternative in connection with building location, road access, driveways, utilities, septic fields or other disturbances customarily required for the particular development. The Planning Commission or Building Official may confer with other Township personnel and/or consultants in making decisions under this Section.

Protected trees located outside of building envelopes could not be verified as the building envelope boundary for all proposed homes is not provided, which defines the boundary of outside areas. The applicant has requested the Planning Commission consider a waiver to the applicable tree protection sections included in this review.

While refined building envelopes would be helpful in determining the amount of protected trees being removed that are outside of required site improvements, the Planning Commission may consider this waiver request broadly and without detailed building envelopes and site improvement areas being defined related to tree removal.

**Minimum Preservation Requirement**

For parcels five acres or greater, the applicant shall preserve and leave standing and undamaged 80% of the total number of protected trees on the lot having a d.b.h. of four inches or greater. However, trees contained within the designated building envelope, streets, drives, and parking areas, or within required drainage or utility improvement areas and/or driveway and sidewalk areas, as determined by the Building Official or designee, shall not be included in the calculation for determining the
required minimum preservation percentage. The applicant has stated that the preservation of non-exempt (protected) trees is 58.5%, which is less than 80%. The applicant has requested a waiver of this requirement which may be considered as part of this final PUD request.

Clear Cutting
Where the proposed activity consists of land clearing, or clear-cutting, it shall be limited to areas to be improved for roadways, sidewalks, drainage, and utilities and areas necessary for the construction of buildings, structures, or other site improvements as shown on an approved site plan, site condominium or subdivision plat. Clear-cutting of more than twenty percent (20%) of a site (excluding areas essential for development such as roads, drainage utilities, buildings etc.) shall be prohibited (§ 27.12 G.6.). The proposed Tree Removal plan indicates an area of tree removal that impacts the majority of the site, with trees to be preserved only at certain edges of the development and the internal trail area. The applicant has requested a waiver of this requirement which may be considered as part of this final PUD request.

8. The PUD Master Deed, Bylaws, and Exhibit B (if applicable) shall be submitted for review and approval in conjunction with the Final Plan. The applicant’s response letter states that the preparation of these documents is underway in conjunction with final engineering plans. The Planning Commission may determine if they wish to review these documents prior to making a recommendation on final approval as they may relate to items previously discussed with the applicant, such as basements and decks that may be constructed for individual units as discussed at the October Planning Commission meeting.

9. A separate delineation of all deviations from this Ordinance that would otherwise be applicable to the uses and development proposed in the absence of this PUD section.

The requested deviations are indicated on the cover sheet and in the below table. Section 30.03 C.6. states that unless specifically waived or modified by the Planning Commission and Township Board, all Zoning Ordinance requirements for the underlying zoning district, except for minimum lot area, and other Township regulations, shall remain in full force. Unless modified by the Planning Commission, all residential dwellings and structures shall meet the yard, lot width, and bulk standards required by Article XXVI, Schedule of Regulations. These standards are as follows:

<table>
<thead>
<tr>
<th>SF</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>2.5 acres; 108,900 sq. ft.</td>
<td>N/A - No lots</td>
</tr>
<tr>
<td>Maximum Height of Structures</td>
<td>2 stories; 30 ft.</td>
<td>&lt; 30 ft. (Detailed elevations to be provided at a later date)</td>
</tr>
<tr>
<td>Minimum Yard Setbacks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>40 ft.</td>
<td>F: 25 ft. - Deviation Requested*</td>
</tr>
<tr>
<td>Each Side Yard</td>
<td>20 ft. (40 ft. total)</td>
<td>S: 20 ft. total - Deviation Requested*</td>
</tr>
<tr>
<td>Rear</td>
<td>40 ft.</td>
<td>R: 31 ft. &amp; 38 ft. - Deviation Requested*</td>
</tr>
<tr>
<td>Minimum Floor Area Per Unit</td>
<td>1,200 sq. ft.</td>
<td>1,683 sq. ft.</td>
</tr>
<tr>
<td>Maximum Lot Coverage All Structures</td>
<td>20 %</td>
<td>+/- 14%</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>165 ft.</td>
<td>N/A - No lot lines proposed. Approximately 61 ft. lot equivalent</td>
</tr>
</tbody>
</table>

*To encourage flexibility and creativity consistent with the PUD concept, the Planning Commission may recommend, and the Township Board may grant, specific departures from the Zoning Ordinance that result in a higher quality of development than would be possible using conventional zoning standards.

**Maximum Lot Coverage for Individual Homes**
The proposed maximum lot coverage of approximately 14% is related to the entire development site and does not address individual home sites. As a maximum lot coverage is not provided for individual home sites, the addition of decks, accessory structures, or other improvements requested by individual homeowners in the future will not be governed by the maximum lot coverage specified in the table as this is related to the entire development site. Should homeowners in the future propose decks or other accessory structures that have the effect of increasing lot coverage, there would be no measurable maximum lot coverage to base a review of these structures as the PUD does not have lots or lot lines defined in order to measure this given the type of condominium development that it is.

The Planning Commission may wish to consider if it is acceptable to not address the maximum lot coverage for individual home sites given the lack of lot line boundaries. The final approval process can address the extent to which decks and other accessory structures would be permitted within the development documents, which would govern the site going forward. References to any accessory structure area or coverage limitations should also be included on the site plan for tracking purposes so it is clear what the maximum lot coverage for individual homes sites would be subject to the addition of decks or other accessory structures that may be desired in the future.

**Rear Yard Projections (Encroachments)**
Related to the above discussion of the addition of accessory structures for individual home sites is the issue how regulating future accessory structures relate to yard and setback requirements as these structures would encroach into the proposed setbacks indicated on the table and on the plan. The following are the Zoning Ordinance standards that relate to the projection of balconies and decks into rear yards. These standards will be required unless deviated as part of this PUD request:

**Section 27.03 – Yard and Bulk Requirements – C. Projections Into Required Yards.**
The following projections shall be permitted when located in rear yards as specified:

- **a. Balconies; fallout shelters; breezeways; open porches; one-story bay windows and other architectural features projecting three feet or less into the yard, and overhanging eaves or gutters projecting three feet or less into the yard.**

- **b. Decks may be permitted to project into a required rear yard when the following conditions are met:**
  - i. In no instance shall a deck surface be more than 14 feet above ground level.
  - ii. Decks shall in no instance be closer than 20 feet to a rear lot line.
  - iii. A deck shall be not fewer than 20 feet to the shoreline of a lake or ten (10) feet to the edge of a regulated wetland.
  - iv. Setbacks for decks shall be measured from the leading edge of the deck surface.
We recommend that the Typical Unit Spacing detail provided on the Overall Layout Plan be updated to illustrate a limitation on the maximum projection into yards that would be permitted for decks. The Zoning Ordinance standard cannot strictly be applied in this instance since there are now rear lot lines indicated for the development. The Planning Commission may wish to consider allowing a maximum projection of decks into the rear yard that does not exceed 20 feet from the rear wall of each home. We believe this may be an appropriate standard with the smallest yard/setback within the development being 30 feet along the west boundary of the site, which would leave a 10-foot area for landscaping should any deck project up to 20 feet from the rear wall.

10. A utility master plan for the entire PUD site shall be provided which includes the location and size of all public and private utilities, utility services, storm sewers, basins, and necessary easements. Municipal sanitary sewer and water is proposed, and two detention basins are proposed, one in the northwest corner of the site and one in the southwest corner. Additionally, public utilities will be in closer proximity for future connections of adjacent properties or developments. We defer to the Township Engineer's review of these proposed improvements.

11. A specific schedule of the intended development and construction details, including phasing or timing. Additionally, a specific schedule of the general improvements to constitute a part of the development, including, without limitation, lighting, signage, the mechanisms designed to reduce noise, utilities, and visual screening features. Item #5 in the draft PUD Agreement states that all construction would be completed in one phase and that the development would be completed within five years of the issuance of all permits. A detailed construction schedule related to the sequencing of master site improvements and the mitigation of these improvements during construction has not been submitted. This may be in-progress by the applicant to be included as part of final engineering plans.

CONCLUSION FOR GREGORY MEADOWS FINAL PUD REVIEW 2

A. Site Plan Cover Sheet - Recognizable Benefits. The language in Proposed PUD Recognizable Benefits #2 regarding the Gregory Road safety path development, and #6 regarding Gregory Road frontage improvements should be reviewed administratively by the Township Attorney and Township Engineer for approval and consistency with the PUD Agreement. This is to ensure that the language on the Cover Sheet accurately reflects the agreement language once the agreement has been finalized.

B. Cross Access. The PUD Agreement should reflect adequate development of this stub connection by either the applicant, the Village Center developer, or both as desired by the Township Engineer and Township Attorney subject to consideration by the Planning Commission and Township Board.

C. Pathways. The design of all three pathway types should be reviewed by the Township Engineer, Township Attorney, and the Safety Path Advisory Committee for approval and consistency with the PUD Agreement as a condition if approved.

D. Building Details. The applicant has submitted the required information under the Zoning Ordinance for Planning Commission consideration of the design of the three models indicated. Several building elevations of varying design for the three models have been submitted, with additional clarification needed as stated in review item #5 below. The Planning Commission may wish to consider all submitted building elevations as these details have not previously been provided for consideration.
E. Recessed Garages. Where attached garages are proposed, at least 50% of the garages should be side-entry or recessed, where the front of the garage is at least five feet behind the front line of the living portion of the principal dwelling. Compliance with this item could not be verified for the reasons stated below. We continue to have concerns that the development will not achieve 50% recessed garages as stated in the PUD Design Standards.

Abbeville (plan set sheets 54 to 57)
First Floor Plan (sheet 54): A 2-foot garage recess is indicated from the front wall of Bedroom 2, with an additional 3-foot Bedroom 2 projection indicated with a note referencing an unspecified elevation. Elevations 8, 14, 24, and 25 on sheets 55 and 56 do not provide a recessed garage dimension. The application should clarify how these elevations relate to the proposed floor plan as these elevations do not appear to match the floor plan.

Ascend (sheets 58 to 61)
First Floor Plan (sheet 58): A 2-foot garage recess is indicated from the front wall of Bedroom 2. No elevations have been submitted indicating a 5-foot garage recess.

Bedrock (sheets 62 to 65)
First Floor Plan (sheet 62): The front wall of Bedroom 2 is indicated as flush with the front of the garage, with an additional 5-foot Bedroom 2 projection indicated with a note referencing an unspecified elevation. The following elevations do not provide a recessed garage dimension: Heartland 1WA (sheet 62), Heartland 2SA and 3WA (sheet 63), and Low Country 1W and 2M (sheet 64). The applicant should clarify how these elevations relate to the proposed floor plan as they do not appear to match the floor plan. Additionally, the front columns of a covered porch would not strictly meet this section as porches would not be considered part of the “living portion of the principal dwelling” as stated in this section.

F. Tree and Woodlands Protection. See review letter.

G. The PUD Master Deed, Bylaws, and Exhibit B (if applicable) shall be submitted for review and approval in conjunction with the Final Plan. The applicant’s response letter states that the preparation of these documents is underway in conjunction with final engineering plans. The Planning Commission may determine if they wish to review these documents prior to making a recommendation on final approval as they may relate to items previously discussed with the applicant, such as basements and decks that may be constructed for individual units as discussed at the October Planning Commission meeting.

H. Lot Coverage. The Planning Commission may wish to consider if it is acceptable to not address the maximum lot coverage for individual home sites given the lack of lot line boundaries. The final approval process can address the extent to which decks and other accessory structures would be permitted within the development documents, which would govern the site going forward. References to any accessory structure area or coverage limitations should also be included on the site plan for tracking purposes so it is clear what the maximum lot coverage for individual homes sites would be subject to the addition of decks or other accessory structures that may be desired in the future.

I. Rear Yard Projections. We recommend that the Typical Unit Spacing detail provided on the Overall Layout Plan be updated to illustrate a limitation on the maximum projection into yards that would be permitted for decks. The Zoning Ordinance standard cannot strictly be applied in this instance since there are now rear lot lines indicated for the development. The Planning Commission may wish to consider allowing a maximum projection of decks into the rear yard that does not exceed
20 feet from the rear wall of each home. We believe this may be an appropriate standard with the smallest yard/setback within the development being 30 feet along the west boundary of the site, which would leave a 10-foot area for landscaping should any deck project up to 20 feet from the rear wall.

J. Construction Schedule. Item #6 in the draft PUD Agreement states that all construction would be completed in one phase and that the development would be completed within five years of the issuance of all permits. A detailed construction schedule related to the sequencing of master site improvements and the mitigation of these improvements during construction has not been submitted. This may be in-progress by the applicant to be included as part of final engineering plans.

PUD Approval Considerations

12. Section 30.03 F. Project Standards. In considering any application for approval of a Planned Unit Development (PUD) plan, the Planning Commission and Township Board shall make their determinations on the basis of the standards for site plan approval set forth in Section 30.01, Site Plan Review, as well as the following standards and requirements:

1. Compliance with the PUD Concept. The overall design and land uses proposed in connection with a PUD plan shall be consistent with the intent of the PUD concept, as well as with specific design standards set forth herein.

2. Compatibility with Adjacent Uses. The proposed PUD plan shall set forth in detail, all specifications with respect to height, setbacks, density, parking, circulation, landscaping, views, and other design features that exhibit due regard for the relationship of the development to surrounding properties, the character of the site, and the land uses. In determining whether this requirement has been met, consideration shall be given to:

a. The bulk, placement, and materials of construction for the proposed structures.

b. Pedestrian and vehicular circulation.

c. The location and screening of vehicular use or parking areas.

d. The provision of landscaping and other site amenities.

3. Impact of Traffic. The proposed PUD shall be designed to minimize the impact of traffic generated by the PUD on surrounding uses.

4. Protection of Natural Environment. The proposed PUD shall be protective of the natural environment. It shall comply with all applicable environmental protection laws and regulations.

5. Compliance with Applicable Regulations. The proposed PUD shall comply with all applicable federal, state, and local regulations.

6. Township Master Plan. The proposed PUD shall be consistent with, and further the implementation of, the Township Master Plan. If the proposed PUD is not consistent with the Master Plan, the Planning Commission and Township Board shall consider reasons for deviating from the Master Plan. This could include one (1) or more of the following:
a. Changes in surrounding land use or zoning.

b. Changes in infrastructure, such as roads, sewers, etc.

c. Community benefit.

d. Design excellence.

Respectfully,

Giffels Webster

Rod Arroyo, AICP
Partner

Eric Fazzini, CNU-A, AICP
Senior Planner

www.GiffelsWebster.com
Looking north from Peppermill by Giffels Webster

Gregory Road by Giffels Webster
November 19, 2020

Justin Dunaskiss  
Planning Commission Chairperson  
CHARTER TOWNSHIP OF ORION  
2525 Joslyn Road  
Lake Orion, MI 48360

RE: Cottages at Gregory Meadows PUD, PC-2019-48  
Final PUD Review #2

Received: November 6, 2020

Dear Mr. Dunaskiss:

We have completed our review of the Gregory Meadows Submittal. The plans, prepared by Atwell Group, were reviewed with respect to the Zoning Ordinance, No. 78, Stormwater Management and Erosion Control, No.139, and the Township’s Engineering Standards.

EXISTING CONDITIONS:
The site is located west of Baldwin Rd., and south of Gregory Rd. within the northeast ¼ of Section 31 of the Charter Township of Orion. The site is zoned Suburban Farms (SF) and bound to the west with Suburban Farms (SF), to the east with Suburban Farms (SF) and Single Family Residential (R-2), to the north with Suburban Estates (SE), and to the south with Single Family Residential (R-1).

The existing site is approximately 32.8 acres and contains two dwellings surrounded by dense woodlands. The applicant is proposing to place 72 detached single-family condominium units with sidewalks, preserved wooded areas, a woodchip nature path, and two retention ponds within the development. The existing site has large rolling elevation changes, ranging from 1100 at the center of the site, down to 1030 near Pepper Mill Ln. on the south side of the site. Due to the topography of the site, there are many local high points and local low points within the site. Runoff is currently being shed from the local highs while the local low points generally collect the water. Because none of the low points appear to have standing water, it can be reasoned that the on-site soils promote infiltration well. A geotechnical report has been provided to support the viability of effective infiltration. Plans were also provided for the 5' wide concrete sidewalk from Gregory Meadows to Baldwin Road.

WATER SUPPLY AND SANITARY SEWER
The nearest existing water main is 12 inches in diameter and located on Gregory Rd. The applicant is proposing to connect to the existing 12-inch water main and extend 8-inch water main into the site. The water main would be looped within the site and a stub is proposed for future extension of water main south along Pepper Mill Ln. A second water main stub is proposed between units 15 and 16. This stub and easement extend to the eastern property line. Per the township’s water model, there is sufficient capacity to service the proposed development.

There is existing 15-inch sanitary sewer located on Pasadena Dr. near the intersection of Pasadena and Baldwin Rd. The applicant is proposing to outlet to this existing sewer. The site will be serviced by 8-inch gravity sewer that
drains to a pump station which then directs the sewage through a 4-inch force-main along Pasadena Dr. to the manhole located near the intersection of Pasadena and Baldwin Rd. The pump station is shown on the south end of Peppermill lane. The preliminary pump station plans appear to meet Township requirements.

A 12-foot easement for franchise utilities is provided on the outside of the water main and sanitary easements on both sides of the roadway.

**STORMWATER MANAGEMENT:**
The existing site contains rolling hills that form local high-points and low-points throughout the site. The primary stormwater management component of the existing site appears to be infiltration. There is a location on the southwest side of the site where slope indicates drainage leaving the site, however this location is proposed to be reserved by the applicant, which will result in an unchanged drainage course.

Storm water in the proposed development will be collected and transported via onsite swales, a series of catch basins, and underground storm sewers to the proposed retention basins. There are two retention basins proposed on the site. Preliminary design calculations for both were included in the plans and appear to be acceptable. The northern retention basin is split from its forebay by Avery Rd. This forebay appears to have significant free-board and a larger outlet pipe between the forebay and the retention basin. The larger freeboard will allow the forebay more time to discharge into the retention basin. The larger outlet pipe will increase the capacity at which the basin can drain in overflow conditions. A geotechnical report has been provided and indicates soil types that are supportive of adequate infiltration. Conveyance calculations will be required for review at engineering.

**PAVING/GRADING:**
A single boulevard entrance drive is proposed as site access to Gregory Rd. The entrance and any Gregory Rd. improvements will be subject to Road Commission for Oakland County approval. The applicant is proposing private roads with a 60-foot right-of-way and utility easement. The proposed typical road cross-section indicates a minimum 60ft. wide right-of-way with 27ft. wide asphalt paved roads (11.5ft wide traveled lane and 2ft wide integral curb). The development includes 2 cul-de-sacs. One at the end of Avery Rd., and another located just north of the end of the existing portion of Peppermill Ln. An emergency connection is proposed between the cul-de-sac and Peppermill Ln. with a siren activated gate proposed at the south end of the cul-de-sac.

Internal 5-foot sidewalks are shown in the Final PUD plans. The applicant is proposing to construct a pedestrian pathway along the south side of Gregory Rd. from the east side of the existing Gregory Meadows development out to Baldwin Rd. The pathway currently shown in the Gregory Rd. right-of-way is 5 feet wide concrete. A detailed review of the off-site pathway plans will be done at engineering. The plans indicate the need to obtain (2) temporary grading easements and (5) permanent easements to construct the pathway.

Existing grades were shown using 1-foot contours. There are many local high-points and local low-points throughout the site which cause the majority of runoff to stay on-site. On-site elevations range from approximately 1030 up to 1100 in the center of the site where the existing house is located.

Proposed slopes were shown with 1-foot contours. The proposed site grading flattens out a large portion of the local highs and lows. Slopes on site are kept under 1:3 and appear acceptable.

Sidewalk and ramp grades appear to have been included on the intersection detail sheet and appear acceptable. A more detailed review of the sidewalk grades and ramp slopes will be conducted at engineering.
TRAFFIC:
The applicant has provided Trip Generation estimates for the proposed PUD plan. Per the calculations provided, the proposed PUD will generate ~24 trips during the AM peak hour, ~31 trips in the PM peak hour and an average daily traffic count of ~387 trips based on a land use of Senior Adult Housing - Detached. The proposed trip generation for the PUD plan is less than the ordinance threshold of 100 trips in the peak hour and 750 average trips per day to require a complete traffic study.

NATURAL FEATURES:
WETLANDS:

Based on the National Wetlands Inventory Maps, the nearest wetlands are southeast of the site. The plans indicate no changes to the wetlands.

WOODLANDS:

A tree survey was included in the Final PUD submittal. Significant woodland areas are present. The existing site is densely populated with trees. A tree list was included in the plans and appears to identify landmark trees. The tree list is comprised of a total of 5326 trees, and the applicant has identified that a total of 836 trees will be required to be replaced as a result of the development. Ten (10) of these trees will be landmark trees. A portion of the existing trees will be saved in the preserved wood area located north of the southern retention basin. A landscape plan has been included in the set to locate the proposed replaced trees. Please ensure that trees are kept as far away from the centerline of the water main and storm sewer as possible. Trees shall not be located directly over water main or sanitary sewer.

MASTER DEED AND BYLAWS
The Master Deed and Bylaws (Exhibit A) were not provided with the Final PUD Plan set. We understand they will be submitted at a later date for our review. Additional review will be required by the Township Attorney.

CONCLUSION:

In our opinion the Final PUD is in substantial compliance with the Township’s ordinances and engineering standards. We ask that site plan approval acknowledge the following:

1. The Master Deed and Bylaws will need to be reviewed upon receipt.
2. The engineering plan, designed in accordance with Zoning Ordinance No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance No. 139, and the Township’s Engineering Standards shall be submitted to the Township for review and approval prior to construction. A detailed cost estimate for the improvements shall be submitted with the plans signed and sealed by the design engineer.

Please feel free to contact us with any questions or comments at (248) 751-3100 or joseph.lehman@ohm-advisors.com.
Sincerely,

OHM Advisors

Joe Lehman
Project Engineer

Mark Landis, PE
Project Manager

cc: Chris Barnett, Township Supervisor
    David Goodloe, Building Official
    Jeff Stout, Director of Public Services
    Tammy Girling, Planning and Zoning Director
    Lynn Harrison, Planning and Zoning Coordinator
    Jeff Williams, Township Fire Marshal
    Rod Arroyo, Township Planning Consultant
    Joe Skore, Pulte Homes of Michigan, LLC. 100 Bloomfield Hills Parkway, Suite 150 Bloomfield Hills, MI 48304
    Matthew Bush, Atwell, LLC. 211 North Main St. Ann Arbor, MI 48104
    File
From: Kim Murley <kim_murley@comcast.net>
Sent: Saturday, February 1, 2020 12:34 PM
To: Tammy Girling <tgirling@oriontownship.org>
Subject: Fwd: Cottages of Gregory Meadows - Side Entry Garages, Private driveway

From: Kim Murley <kim_murley@comcast.net>
To: Tammy Girling <tgirling@oriontownship.org>
Date: January 31, 2020 at 3:46 PM
Subject: Cottages of Gregory Meadows - Side Entry Garages, Private driveway, Flood concern

Please share this email to the Board of Trustees.

3537 Gregory Private Driveway not to be used.
Please have Pulte confirm again that the 3537 Gregory driveway cannot and will not be used for any access at all during any property grading, the development, the construction or after for the Cottages at Gregory Meadows. Also that as stated in the previous rezoning meeting when discussed Pulte stated it would very likely become transferred to the homeowners at the 2 parcels for the 3575 and 3565 Gregory owners as this travels the length of these existing 2 properties. This confirmation is also being requested. It was the answer given by Pulte at the rezone meeting. Our 2 properties are taking on the most impact as being completely surrounded by this rezone.

Flooding run off of the cottages development.
On the hill of Gregory road a request for confirmed documents stating that the water run off coming over the Gregory road hill will not have any negative effect or impact on the properties. Foundation, land, septic field or other. The site plan should keep the trees and not be leveled. Garage styles should not allow for decreased green spaces. The Pulte engineering team shall provide evidence that the surrounding property, especially to the east, will be protected by proper drainage and provide mandatory proof of how this will be managed. Also a comment on record that if our lands flood the burden will be on the Pulte company to address this issue and the legal fees of the landowners if necessary to do so..

How will the drainage ditches be impacted if a side walk is installed?

SIDE ENTRY or SETBACK GARAGES REQUIRED
Pulte is well aware of this requirement and has chosen to ignore it. Side entry garages dramatically improve appearance and appeal. If Pulte is allowed to get away with this, the next builder that comes along will expect the same treatment. Then, the 50% side entry/setback requirement will only be applied to the little people. We’re aware the Cottages of Bald Mountain avoided the side entry issue through use of the consent judgement, but that doesn’t apply to this bold face disregard to the PUD rule. Please don’t give in on this.

Again Gregory road is taking on all the additional traffic of 2 forced subdivisions and this does not seem at all reasonable.
If Pulte walks away, another developer will be here soon.

Kim Murley
3575 Gregory Road
Orion Township, Mi 48359
The following questions pertain to Cottages of Gregory Meadows Planning Commission agenda item for October 21, 2020.

1) Easement to West side of development -- Giffels Webster recommended an easement be provided on the west side of the property to facilitate future development. It would appear this could easily be worked into the Avery Road culisak. Are they willing to include the easement. Excerpt from page 8 of their 2nd review dated 1/6/20 is attached.

2) In the safety path drawings reference is made to removing fence as necessary, but does not indicate the fence will be replaced. The 4’ woven wire farm fence should be replaced if it is removed. Will Pulte note the fence will be replaced?

3) Garage setbacks or side entry garages are required under the PUD rules. Pulte appears to make no attempt to accommodate that, although at the 2nd review they verbally agreed they would comply. Do they intend to fix the home sketches to demonstrate their compliance?

Don Hickmott
18. General connectivity and road usage.

a. External Connection. The areas to the southeast and west of the site are undeveloped and could be developed in the future in a similar dense manner as the proposal. Not providing any proposed or future access to the south and west boundaries of the site as part of this 72-unit development could compound the lack of access within the larger area bounded by Gregory Road to the north, Baldwin Road to the east, and Morgan Road to the south. The property to the southeast is planned for Village Center and could develop as mixed use. Providing vehicular, pedestrian, and/or bike path connections to this site could be an asset for the proposed PUD and could also reduce vehicular traffic on Gregory Road and Morgan Road. Since the October PC meeting, the applicant has added a roadway stub connection to the east boundary of the site that would provide for a meaningful future connection from the Village Center area to the southeast.

The maximum cul-de-sac length in the Township’s Subdivision Ordinance is 600 feet. The maximum block length is 1,400 feet. The parcel to the west, when developed, will likely have a difficult time meeting these standards if a stub connection from this proposed PUD to the west is not provided.

Zoning Ordinance Section 27.14 E.4. requires that all plats or site condominiums constructed after the adoption date of this Ordinance shall provide an interconnecting street or dedicated easement to adjacent vacant properties and/or existing developments, when determined feasible by the Planning Commission. Therefore, all interconnecting streets shall be designed to a similar standard and shall be coordinated with adjacent property owners. Also, Section 400.1.b. of the Subdivision Ordinance states “shall provide...for the proper projection of streets when adjoining property is not subdivided.” Additional external road and non-motorized connections should be explored as there is vacant property immediately to the west of the site, one existing subdivision development along Pasadena Drive to the east of the site, and one existing subdivision development to the south of the site along Peppermill Lane. It should be noted that at the October PC meeting the Planning Commission did not request that the roadway connection to Peppermill Lane be replaced with a cul-de-sac, and the feasibility of a connection to Pasadena Drive was not addressed.
Agenda Item Summary

To: Orion Township Board of Trustees

From: Penny S. Shults, Clerk

Meeting Date: January 19, 2021

Memo Date: January 8, 2021

Subject: Second Reading – Amendment to Safety Path Regulation Ordinance (Ord. 97)

REQUEST

Board Action to approve the second reading and update the Safety Path Regulation Ordinance.

REASON

Please refer to documentation from your December 21, 2020 meeting packet (following).

PROCESS

First reading was held on December 21, 2020 and the item was advertised in the January 13, 2021 Edition of the Lake Orion Review for second reading and possible adoption at the January 19, 2021 meeting.

BUDGET

If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
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RECOMMENDATION (Motion)

Board Action would be to approve the second reading and update the amendment to Safety Path Regulation Ordinance (Ord. 97).
Charter Township of Orion

Ordinance No. 97

Safety Path Regulation

Adopted June 3, 1991

AMENDED
July 19, 1993
August 15, 1994
October 20, 1997
February 3, 2003
AN ORDINANCE REGULATING THE DEVELOPMENT, CONSTRUCTION, MAINTENANCE, AND SIGNAGE OF SAFETY PATHS, AUTHORIZING THE ISSUANCE OF PERMITS AND THE COLLECTING OF FEES FOR THE CONSTRUCTION OF SAFETY PATHS, AND PROVIDING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

Section 1 - Title

This Ordinance shall be known and may be cited as the Orion Charter Township “Safety Path Regulation Ordinance”, and it shall be deemed sufficient in any action for the enforcement of the provisions hereof to define the same by such short title and by reference to the number hereof.

Section 2 - Purpose

The purpose of this Ordinance shall be:

1. In the consideration and enactment of the Ordinance from which this section derives, the Township Board finds that there are public safety paths which are part of the Township system intended for general public use during times when accumulations of snow and/or ice are not on the safety paths; and, that there are sidewalks that are not part of the Township’s system of safety paths as shown on the official safety path map, maintained by the Township. It is the intent of the Township Board to finance the maintenance and repair of safety paths from the Safety Path Fund, and to finance needed maintenance and repair of sidewalks by special assessment. (added 02.03.03)

2. To further secure and protect the general welfare and safety of the citizens and other persons within the Charter Township of Orion.

3. To regulate the development and construction of safety paths within the Charter Township of Orion.

4. To provide for the maintenance of those safety paths, as well as signage along them.

5. To authorize the issuance of permits for construction of safety paths.

6. To authorize the collection of fees for the construction of safety paths.

7. To provide for penalties upon the violation of these provisions.

Section 3 - Definitions

A. The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section:

Board - The Board of Trustees of the Charter Township of Orion.


Committee - The Parks and Paths Advisory Committee of the Charter Township of Orion.

Condition of Disrepair (added 02.03.03) - Having any one or more of the following characteristics; provided, however, that the existence of any one or more of these characteristics shall not create a presumption or other indication that such characteristics were the cause of any injury or damage which may occur:

1. Hole - Place where the surface is missing;

2. Gap - Separation of material proportion on the surface of the safety path or sidewalk itself or between the safety path or sidewalk and the adjacent surface;

3. Rise or Drop - Abrupt change in grade where one surface vertically separates from an adjacent surface;
4. **Tilt** - Incline where the safety path or sidewalk surface has rotated and is no longer oriented in gradient or cross slope;

5. **Swell** or **Depression** - Place where the surface undulates due to uplift or subsidence of underlying materials;

6. **Object** or **Debris** - Obstruction that covers some or all of the surface of the safety path or sidewalk;

7. **Suspension** - Object or material hanging over the surface of the sidewalk or safety path below a height of eight and one-half (8.5) feet.

**Developer** - An owner who is causing property to be developed, except for an owner who is constructing or causing to be constructed a single-family dwelling on a lot in a single-family residential district. *(amended 07.19.93, 02.03.03)*

**Existing Fixed Object** - An object that cannot be easily moved without the assistance of mechanical tools and/or without causing destruction to the property to which it is attached, including, but not limited to, buildings, driveways, utility poles, and fences. *(added 02.03.03)*


**Owner** - A natural person, firm, association, partnership, corporation or other legal entity or combination of them which may hold any ownership interest in land whether recorded or not. *(amended 02.03.03)*

**Pathway** - For purposes of this Ordinance only, the term “pathway” shall be synonymous with the term “safety path.” *(added 02.03.03)*

**Person** - A natural person, firm, association, partnership, corporation or other legal entity. *(amended 02.03.03)*

**Report** - Minutes of any meeting of the Parks and Paths Advisory Committee, prepared by the Committee. *(amended 07.19.93)*

**Road, Public** - A road accepted by dedication or otherwise by the Road Commission for Oakland County. *(added 02.03.03)*

**Safety Path** - *(See Sidewalk and Safety Path)* *(deleted 02.03.03)*

**Safety Path Plan** - The recommended and approved plan showing all planned safety paths, existing or future, that has been made part of the Township’s Master Plan. *(amended 07.19.93)*

**Sidewalk** and **Safety Path** shall be synonymous in terms of their basic substantive meaning, being a constructed surface located in a public right-of-way, but separate from any improved portion of a roadway or highway, dedicated primarily for use by pedestrians and persons operating non-motorized vehicles. For purposes of regulation under this Ordinance only, sidewalks and safety paths shall be broken into two (2) sub-classifications, as follows *(added 02.03.03)*:

1. A safety path shall mean a certain type of sidewalk constructed for the benefit of the general public in the Township, as shown on the official safety path map maintained by the Township. The use of the term “safety path” itself does not mean and shall not be construed or relied upon in any way as meaning, that such safety paths are inherently safe or in a safe condition. Instead, the reference to “safety” in the labeling of such paths is nothing other than a reference to the fact that such pathways are typically considered to be safer for pedestrians to use than the improved portions of road on which motor vehicles travel.

2. Sidewalk shall mean and refer to all other constructed surfaces located in the public right-of-way dedicated primarily for pedestrian usage, not including those sidewalks being referenced above as “safety paths,” and constructed primarily as dedicated pedestrian paths within subdivisions or adjacent to street lots.

**Street Lots** - One or more lots which are not part of a formally created subdivision, but which are part of a neighborhood where a sidewalk has been constructed to serve the lots within such neighborhood. *(added 02.03.03)*

**Subdivision** - The lots, units, and other areas which are part of a development platted under the Michigan Land Division Act (or predecessor Act) or created under the Condominium Act. *(added 02.03.03)*
Ordinance No. 97

Vegetation - Trees, shrubs, bushes, flowers, weeds, or any other type of plant growth.

B. Terms not expressly defined above shall have their customary dictionary meanings, taking into consideration the context and intent of this Ordinance. (added 02.03.03)

Section 4 - Safety Path Development

The Parks and Paths Advisory Committee shall prepare and present a safety path plan (route map) showing existing and future safety paths throughout the Township, which shall become part of the Township’s Master Plan at the time the Master Plan is updated and adopted. This plan shall be reviewed by the public at a public hearing and subject to approval by the Township Board of Trustees (amended 07.19.93)

This plan shall guide all the development of a system of planned safety paths in the Township and shall be updated from time to time as an amendment to, or in conjunction with, the Master Plan. (amended 07.19.93, 02.03.03)

Section 5 - Safety Path Plan Implementation / Developer’s Responsibilities (amended 07.19.93)

A. All developers of property along either side of a public roadway shall construct a pathway when they develop their property, in accordance with the standards outlined in this Ordinance. (amended 07.19.93, 02.03.03)

B. In lieu of constructing the pathway, and only with the recommendation of the Planning Commission and Parks and Paths Advisory Committee and approval of the Township Board, a developer may be allowed to pay to the Township a sum of money equivalent to the actual cost of construction of the path, including permit, engineering, and inspection fees. Except as otherwise provided below, the actual cost of construction, including fees, shall be determined by the Township Engineer, and shall be based on recent bids received by the Township for similar types of path construction. The Township Board, upon recommendation of the Parks and Paths Advisory Committee, may accept a lesser amount of money from a developer only in the situation where the developer’s respective section of safety path is either not included in the Safety Path Master Plan, or deemed to be not necessary by the Parks and Paths Advisory Committee and Planning Commission. Any payment in lieu of constructing the pathway shall be paid in full prior to a pre-construction meeting and issuance of a soil erosion permit (amended 07.19.93, 02.03.03).

C. Unless the Township Board has allowed a developer to pay a sum of money to the Township in lieu of constructing a pathway under Subsection 5(B), construction of the safety path shall be completed for each phase (if applicable) prior to the issuance of a final Certificate of Occupancy for any building structure located on the parcel in which the safety path is to be located. The developer shall be responsible for securing all necessary permits, paying all necessary fees, and obtaining necessary inspections from Orion Township, the Road Commission for Oakland County, and/or the Michigan Department of Transportation. (amended 07.19.93, 10.20.97)

D. In order to ensure completion of the path, the developer shall deposit a Performance Guarantee as a component of the total performance guarantee per Section 30.09 of Ordinance 78 prior to beginning construction of the safety path to guarantee the completion of such path. The associated guarantee amount shall be returned to the developer upon completion of the safety pathway and approval by the Township Engineer and Building Official. (amended 10.20.97, 02.03.03)

E. Anyone constructing a safety path in Orion Township shall first obtain a permit from the Township, using forms provided by the Planning & Zoning Department. A Township review fee shall be established in accordance with the Schedule of Fees & Escrow Charges, Ordinance 41, for applicable portions of site plan review, and shall be deposited with the Township, along with plan submittal.

F. Periodic inspection is required during safety path installation. An acceptable final inspection is also required. A construction inspection and administration escrow estimate will be determined by the Township Engineer in accordance with the Township Engineering Standards as adopted April 2016 and as amended, to cover the cost of required inspections, scheduling inspectors, construction engineering review and site visits, processing/administration of construction related documents/matters, and associated work by the Township Engineer. Inspection & administration escrow accounts must be established with the Township before any site work may begin.

G. These monies will be placed in an escrow account and any unused monies will be refunded. If the escrow is not sufficient to cover the project costs, an additional deposit shall be required prior to the acceptance of the pathway by the Township, issuance of a final certificate of occupancy or release of the SESC Guarantee. (amended 07.19.93, 02.03.03)
H. In addition to the above construction, permit, and inspection fees, the developer shall place, with the Township, a 2-year Maintenance and Guarantee Bond in the amount of twenty-five percent (25%) of the estimated cost of the safety path construction, as agreed upon by the Township Engineer and the developer. The Bond shall be provided by the developer to the Township following the final inspection and acceptance of such path by the Township Engineer. At the expiration of the two (2) year period, the bond will be returned to the developer, provided that no damage has been done to the safety path by construction activities and that the path is in essentially the same condition as it was at the time of final inspection by the Township Engineer. (amended 07.19.93, 02.03.03)

Section 6 - Safety Path Construction Standards

Safety Paths shall be constructed according to the following standards and specifications:

A. All construction shall comply with the requirements of the Road Commission for Oakland County where it is feasible and practicable. (See Exhibit 1) (amended 02.03.03)

B. Design Standards. Safety Paths shall be constructed in accordance with the Township’s Engineering Standards adopted in April 2016, AS AMENDED.

Section 7 - Safety Path Maintenance

A. The developer of any section of approved Orion Township safety path shall be responsible for the maintenance of such path for a period of two (2) years, commencing on the date of the path’s final inspection and acceptance by the Township Engineer and expiring on the two (2) year anniversary date of such acceptance. This expiration date is intended to coincide with the 2-year Maintenance and Guarantee bond reimbursement date, at which time the Township, upon approvals from the Township Engineer as to the acceptable condition of such path, shall take over the maintenance of such path and the developer’s responsibility shall end, excepting for Paragraphs D and E. (amended 07.19.93)

B. The developer of real property across which a safety path traverses shall be responsible for the following maintenance for a two-year period, which shall begin upon completion and acceptance of the Safety Path. (amended 07.19.93, 02.03.03):

1. Repair of surface cracks, upheaval, or deterioration.

2. Any damage caused by the elements or by any person.

C. Safety paths and/or Sidewalks constructed as part of the internal site improvements of any new development within the Township shall be constructed and maintained by the Developer as stated in Section 7(B)(1)-(2) above and as determined by the Township Engineer. Thereafter the Homeowners Association shall be responsible for all future maintenance, replacement, or repair thereof. These requirements shall be made a part of the condominium bylaws and recorded as part of the Master Deed. Safety paths constructed along the development’s main public road frontage per Section 5.A. and as determined by the Township Engineer, will be maintained by the Township following final acceptance and release of the 2-yr Maintenance and Guarantee Bond as noted in Section 5.D.

D. Owners of developed property abutting the pathway shall keep vegetation trimmed so that no portion of said vegetation extends over the safety path unless such vegetation is a minimum of eight and one-half (8.5) feet above the safety path.

E. Owners of developed property shall keep the portion of the safety path that runs adjacent to their property free and clear of all debris, litter, leaves or branches, machinery, vehicles, equipment, junk, and other items which may obstruct the use of the safety path.

F. Any person who negligently, intentionally, or maliciously causes damage to the safety path shall be responsible for either one of the following (amended 02.03.03):

1. repair and/or replacement of the affected portion of the safety path, or

2. the cost of repair to the safety path.

Should the responsible person choose to repair and/or replace the safety path, said repair shall be made to the standards in Section 6, within ninety (90) days, weather conditions permitting, following issuance of a Township construction permit.
If the responsible person opts to pay the cost of repair, notice of the actual cost of such repair shall be sent to the responsible person by the Township Clerk, with a demand for payment. If said person fails to pay such costs within thirty (30) days after notice, the Township Board may authorize civil action to collect such costs.

Upon repair and/or replacement of the damaged safety path, the responsible person shall maintain the applicable section of safety path for a period of one (1) year. This requirement may be waived in situations where a minor section of the safety path has been repaired and/or replaced upon petition to the Township Board, based on the recommendation of the Parks and Paths Advisory Committee.

G. The Township shall establish a Safety Path Maintenance Fund. This fund shall receive a minimum of five percent (5%) of the revenue generated by the Safety Path millage each year. These monies shall be used exclusively for maintenance purposes.

H. Removal of Animal Excrement Required. (added 02.03.03)

It shall be unlawful for any owner of a dog or cat to allow or permit such dog or cat to soil, defile, defecate, or to commit any nuisance on a public thoroughfare, sidewalk, passageway, bypass, play area, park or any place where people congregate or walk, or upon public property whatsoever, or upon any private property without permission of the owner of such property unless:

1. Such owner shall immediately remove all droppings deposited by such dog or cat by any sanitary method, and for such purposes shall possess a container of sufficient size to collect and remove the above-mentioned droppings and exhibit the container, if requested by any official empowered to enforce this Ordinance; and

2. Such owner shall deposit said droppings or container of droppings in a toilet or a receptacle ordinarily used for garbage and covered by a lid or in an otherwise lawful and sanitary manner.

Section 8 - Sidewalk Maintenance (added 02.03.03)

A. The Township Board, pursuant to MCL 41.288a, may order the maintenance or repair of sidewalks in the Township because of health, safety, or general welfare of the residents of the Township.

B. The following regulations shall apply to sidewalks in the Township:

1. If the Township Board tentatively determines that maintenance or repair of sidewalks within a subdivision and/or adjacent to one or more street lots may be necessary due to being in a condition of disrepair, or due to one or more other identified reasons:

   a. The Township shall obtain the approval of the Michigan Department of Transportation or of the Road Commission for Oakland County with regard to undertaking the maintenance and/or repair of sidewalks in a right-of-way within their respective jurisdiction.

   b. A plan and cost estimate for maintenance and repair shall be prepared, along with an assessment roll based upon such cost estimate, allocating the cost of the project, including the cost of inspection, engineering, legal, finance and administration, to the properties involved (e.g., the properties within the subdivision), and a notice of a public hearing shall be sent to owners of such lots, units and parcels. The notice shall include a basic description of the project, the cost estimate, and the tentative assessment amount, and shall be sent by first class mail to the last known address of the owner of the properties based upon the current tax assessment records in the Township.

2. Following the public hearing, if the Township Board determines that the maintenance and/or repair of certain sidewalks is necessary due to being in a condition of disrepair, or due to one or more other identified reasons, the Board may adopt a resolution confirming the assessment roll and determining to contract for such maintenance and/or repair, and assess the costs to the properties involved in proportion to the respective benefits received, payable in five (5) annual installments, with interest; provided, however, prior to entering into such contract, the Township Board may, if requested in writing by persons representing a number of properties within the area to be assessed deemed sufficient by the Township Board, provide an opportunity within a reasonable time set by the Township or the respective property owners involved to have the sidewalks maintained and/or repaired at their own expense, according to specifications directed by the Township.
3. A notice of assessment shall be sent to each property involved following entry into a contract for the maintenance and/or repair. If the amount of the contract is more or less than the cost estimate, the amount of the assessment upon each property shall be adjusted accordingly; provided, however, if the cost difference is more than ten percent (10%) higher than the estimate, the contract shall not be entered into, and the assessment shall not be finalized unless and until a new public hearing is noticed and held by the Township Board in the manner provided above.

C. Assessments established under this Ordinance shall constitute a lien upon the property assessed and shall be collected, and delinquent assessment payments shall accrue interest and penalties, as provided for in Public Act No. 188 of 1954, as amended.

Section 9 - Private Maintenance and/or Repair of Sidewalks and Safety Paths (added 02.03.03)

A. If an area of sidewalk is in a condition of disrepair resulting from the actions of one or more private property owners, such owner or owners shall repair such area of sidewalk. For purposes of this section, “actions” shall include, but shall not be limited to: surface drainage; on-site construction; vehicular traffic; and other site activities and actions resulting in a condition of disrepair. All repairs shall be made within ninety (90) days, weather permitting, following issuance of a Township construction permit, and in accordance with the standards in Section 6. The following sections shall also apply if a responsible party opts to repair and/or replace a damaged section of safety path under Section 7(E).

B. If an area of sidewalk is in a condition of disrepair resulting from the actions of a public utility franchise, such entity shall repair such area of sidewalk or safety path at its sole cost. For purposes of this section, “actions” shall include any on-site activities conducted by the public utility and actions resulting in a condition of disrepair. All repairs shall be made within ninety (90) days, weather permitting, following issuance of a Township construction permit, and in accordance with the standards in Section 6.

B. If damage or injury is caused as a result of a failure to promptly repair a condition of disrepair, as stated in Subsection A of this section, above, and if the Township had previously provided notice of the condition of disrepair and allowed an opportunity for hearing before the Township Board, or the Board’s designee, the owners to whom such notice was sent shall be liable to the Township for any damages, costs and expenses incurred by the Township, including reasonable attorney fees expended by the Township.

C. In addition to the above, the Township Board, pursuant to MCL 41.288a, may order the repair of such sidewalk or safety paths by the persons whose actions resulted in a condition of disrepair; and, if such repair is not made within the time stated in the order of the Township Board, and the sidewalk or safety path is within reasonable proximity of the property owned by the breaching party, the Township may proceed with the repairs and recover all costs and expenses incurred by the Township, plus a reasonable administrative fee, by assessing the property of the owner or owners who failed to make the repairs required under this section. Such assessments shall be made in accordance with the procedure specified, above, in this section. If the party failing to make the required repair does not own the property within reasonable proximity of the sidewalk or safety path to be repaired, the Township may seek recovery of all costs and expenses, including reasonable administrative costs and attorney fees, by any lawful means.

E. In the event an individual alleges the Township has any liability for injuries sustained by that individual as a result of a defective sidewalk or safety path, the injured person shall serve notice upon the Township within the time and in the manner prescribed by law as a condition to any recovery.

Section 10 - Prohibition of Obstruction of Sidewalks and Safety Paths (added 02.03.03)

A. No person shall obstruct, or cause or permit the obstruction of any sidewalk or safety path in the Township by the placement on such sidewalk or safety path of any object, debris or material of any kind or nature, or by suspending any sign, object or material within eight and one-half (8.5) feet above a sidewalk or safety path. This provision is not intended to create an obligation to modify natural accumulations of snow or ice.

B. Subsection A shall not apply in circumstances in which a person is temporarily loading or unloading a vehicle adjacent to the property, if such person has, if reasonably required, secured a device reasonably calculated to warn users of the sidewalk or safety path of the obstruction so as to avoid injury and/or damage.

Section 11 - Safety Path Signage (amended 07.19.93)

The Parks and Paths Advisory Committee may develop, in conjunction with the Safety Path Plan, a plan for signage along each section of pathway as it is proposed for construction. The Committee may require signs under the following circumstances and for the following reasons (amended 02.03.03):
Ordinance No. 97

for the following reasons (amended 02.03.03):

A. As part of a developer’s responsibility in constructing the path as approved by the Township Engineer.

B. As part of the Township’s responsibility when the Township assumes the maintenance of any portion of each path.

C. To prohibit all motorized vehicles from using the path, excepting:
   1. Vehicles for the physically disabled designed for use by one individual at a time.
   2. Light duty maintenance vehicles authorized by the Township.

D. To alert pathway traffic to hidden driveways or similar hazards.

E. To alert approaching motorists to the presence of the pathway.

The standards for signs including, but not limited to, sign size, material, location in relation to the pathway as well as the roadway, height, and method of installation shall be in accordance with established Road Commission for Oakland County sign standards. (See Exhibit 1) (amended 02.03.03)

Section 12 - Severability

This Ordinance shall be deemed to be severable, and should any section, paragraph, or provision hereof be declared by the courts to be unconstitutional or invalid, such holdings shall not affect the validity of this Ordinance as whole or any part hereof, other than the part so declared to be unconstitutional or invalid.

Section 13 - Violation and Penalties (amended 08.15.94, 02.03.03)

A. Municipal Civil Infraction / Payment of Fine.

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction as that term is defined and used in MCL 600.101, et seq.; MSA 27A.101, et seq., as amended, and shall pay a civil fine as prescribed by ordinance or as determined by the district court, district court judge, or district court magistrate.

B. Costs.

A person, firm, or corporation ordered to pay a fine under Subsection A shall be ordered by the district court judge or magistrate to pay costs of not less than Nine Dollars ($9) or more than Five Hundred Dollars ($500), which costs may include all expenses, direct or indirect, to which the Township of Orion has been put in connection with the violation of the Ordinance up to the entry of the court’s judgment or order to pay fines and costs.

C. Additional Writs and Orders.

A person who admits or is found responsible for violation of this Ordinance shall comply with any order, writ, or judgment issued by the district court to enforce this Ordinance pursuant to Chapter 83 and Chapter 87, of the Revised Judicature Act, MCL 600.101, et seq.; MSA 27A.101, et seq., as amended.

D. Default on Payment of Fines and Costs.

A default in payment of a civil fine, costs, or damages, or expenses ordered under Subsection A or B or an installment of the fine, costs, or damages or expenses as allowed by the court, may be collected by the Township of Orion by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, MCL 600.101, et seq.; MSA 27A.101, et seq., as amended.

E. Failure to Comply with Judgment or Order.

If a defendant fails to comply with an order or judgement issued pursuant to this section within the time prescribed by the court, the court may proceed under Subsection G.
F. Failure to Appear in Court.

A defendant who fails to answer a citation or notice to appear in court for a violation of this Ordinance is guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars ($500) plus costs and/or imprisonment not to exceed ninety (90) days.

G. Civil Contempt.

1. If a defendant defaults in the payment of a civil fine, costs, or other damages or expenses, or installment as ordered by the district court, upon motion of the Township of Orion or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may issue a summons, order to show cause, or bench warrant of arrest for the defendant’s appearance.

2. If a corporation or an association is ordered to pay a civil fine, costs, or damages or expenses, the individuals authorized to make disbursements shall pay the fine, costs, or damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this subsection.

3. Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his or her part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.

4. If it appears that the default in the payment of a fine, costs, or damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs, or damages or expenses.

5. The term of imprisonment on civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall be specified in the order of commitment and shall not exceed one (1) day for each Thirty Dollars ($30) due. A person committed for nonpayment of a civil fine, costs, or damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of Thirty Dollars ($30) per day.

6. A defendant committed to imprisonment for civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall not be discharged from custody until one of the following occurs:

   a. Defendant is credited with an amount due pursuant to Subsection G(5).

   b. The amount due is collected through execution of process or otherwise.

   c. The amount due is satisfied pursuant to a combination of Subdivisions G(6)(a) and (b).

7. The civil contempt shall be purged upon discharge of the defendant pursuant to Subsection G(6).

H. Lien Against Land, Building, or Structure (added 02.03.03).

1. If a defendant does not pay a civil fine or costs or installment ordered under Subsection A or B within thirty (30) days after the date upon which the payment is due for a violation of this Ordinance involving the use or occupation of land or a building or other structure, the Township of Orion may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the Register of Deeds for Oakland County. The court order shall not be recorded unless a legal description of the property is incorporated in, or attached to, the court order.

2. The lien is effective immediately upon recording of the court order with the Register of Deeds.

3. The court order recorded with the Register of Deeds shall constitute the pendency of the lien. In addition, a written notice of the lien shall be sent by Orion Township by first class mail to the owner of record of the land, building, or structure at the owner’s last known address.
4. The lien may be enforced and discharged by Orion Township in the manner prescribed by its Charter, by the General Property Tax Act, Act No. 206 of the Public Acts of 1893, being Sections 211.1, et seq., of the Michigan Compiled Laws, or by an ordinance duly passed by the Township. However, property is not subject to sale under Section 60 of Act No. 206 of the Public Acts of 1893, being Section 211.60 of the Michigan Compiled Laws, for non-payment of a civil fine or costs or an installment ordered under Subsections A or B unless the property is also subject to sale under Act No. 206 of the Public Acts of 1893 for delinquent property taxes.

5. A lien created under this section has priority over any other lien unless one or more of the following apply:
   a. The other lien is a lien for taxes or special assessments.
   b. The other lien is created before the effective date of the amended ordinance that added this section.
   c. Federal law provides the other lien has priority.
   d. The other lien is recorded before the lien under this section is recorded.

6. The Township may institute an action in a court of competent jurisdiction for the collection of the fines and costs imposed by a court order for a violation of this Ordinance. However, an attempt by the Township to collect the fines or costs does not invalidate or waive the lien upon the land, building, or structure.

7. A lien provided for by this subsection shall not continue for a period longer than five (5) years after a copy of the court order imposing a fine or cost is recorded, unless within that time an action to enforce the lien is commenced.

Section 14 - Effective Date (amended 07.19.93, 02.03.03)

This Ordinance shall be published in full in a newspaper of general circulation in the Charter Township of Orion qualified under State law to publish legal notices and shall become effective upon publication, as provided by law.
Exhibit I (amended 07.19.93, 02.03.03)

Design Types - Type I Path:

I. Minimum Guidelines

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</tr>
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<td>From ditch back slope</td>
<td>3 feet</td>
</tr>
<tr>
<td>Sight Distance</td>
<td></td>
</tr>
<tr>
<td>Level path 0-4%</td>
<td>125 feet</td>
</tr>
<tr>
<td>At 5% grade</td>
<td>140 feet</td>
</tr>
<tr>
<td>Structures (Bridges)</td>
<td>Same width as pathway. Railings must be 4-1/2 feet high (minimum).</td>
</tr>
<tr>
<td>Curve Radii</td>
<td>90 ft. radius (20 mph)</td>
</tr>
</tbody>
</table>

II. Maximums or No Variation

| Cross Slope Gradient for Drainage | 2% |
| Grade | 5% or per ADA standards |
| Railroad Crossing Angle | As close to 90-degrees as possible, but no less than 75-degrees |
| Curb Cut Ramps | All intersections with curbs |
| Signage | No posting of signs or painting on path surface for “Bikeway”, “Bike Route”, or “Bike Path” will be allowed. |
| Warning signs are required to indicate: | |
| * Path Ends Ahead | |
| * End of Path | |
| * Path Narrows Ahead | |
| All signs must conform with the Michigan MUTCD | |
| Signs may include: | |
| * Yield to Pedestrians | |
| * Safety Path Route | |
| * No Motor Vehicles | |
| * No Parking - Safety Path | |
Agenda Item Summary

To: Orion Township Board of Trustees
From: Penny S. Shults, Clerk
Meeting Date: January 19, 2021
Memo Date: January 8, 2021
Subject: Second Reading – Amendment to Parks and Recreation Ordinance (Ord. 132)

REQUEST
Board Action to approve the second reading and update the Parks and Recreation Ordinance.

REASON
Please refer to documentation from your December 21, 2020 meeting packet (following).

PROCESS
First reading was held on December 21, 2020 and the item was advertised in the January 13, 2021 Edition of the Lake Orion Review for second reading and possible adoption at the January 19, 2021 meeting.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
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</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Expected Invoice Date: Click or tap to enter a date.

<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 approve the second reading and update the amendment to Parks and Recreation Ordinance (Ord. 132).
Charter Township of Orion

Ordinance No. 132

Parks and Recreation

Adopted February 3, 2003

AMENDED
May 16, 2011
December 2, 2013
November 2, 2015
May 6, 2019
AN ORDINANCE REGULATING THE USE OF TOWNSHIP PARKS; PROVIDING FOR THE ENFORCEMENT OF THE PROVISIONS OF THE ORDINANCE; CREATION OF THE PARKS AND PATHS ADVISORY COMMITTEE; PROVIDING FOR AN EXPLANATION OF THE OPERATION, PROGRAMS, RESPONSIBILITIES, AND OVERSIGHT OF THE PARKS AND RECREATION DEPARTMENT. (amended 11.02.15, 05.06.19)

Section 1 – SHORT TITLE

This Ordinance shall be known and may be cited as the "Parks and Recreation Ordinance."

Section 2 – INTENT AND PURPOSE

The intent and purpose of this Ordinance is to regulate the use of Township parks, to provide for enforcement of the provisions of the ordinance, and to establish the composition and the responsibilities and duties of the Parks and Paths Advisory Committee. (amended 11.02.15)

Section 3 – GENERAL PROVISIONS

A. Definitions.

For the purpose of this Ordinance, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

1. **Approved Bartending Service.** Any entity or individual/s with whom the Township has a valid contract for providing bartending services for an hourly rate at the Orion Center, Camp Agawam or Wildwood Amphitheater. (added 05.06.19)

2. **Approved Caterer(s).** Any licensed entity or individual/s whom the Township has a valid contract for catering or alcohol services at the Orion Center, Camp Agawam, or Wildwood Amphitheater. (added 12.02.13, amended 11.02.15, 05.06.19)

3. **Code Enforcement Officer.** The official designated by the Township, charged with the responsibility of enforcing this Ordinance.

4. **Committee.** The Parks and Paths Advisory Committee (referred to hereinafter as the “Committee”) of the Charter Township of Orion. (added 11.02.15)

5. **Director.** Parks & Recreation Director and/or their designee. (amended 11.02.15, 05.06.19)

6. **Motor Vehicle.** Every vehicle which is self-propelled that is not operated on rails.

7. **Park Staff.** Any employee of the Township whose job functions include maintaining, repairing or supervising a park or whose job functions include enforcing this Ordinance, including park rangers. (amended 11.02.15, 05.06.19)

8. **Park.** A park, playground, beach, recreation center/building or any other area owned, used, or leased by the Township and devoted to active or passive recreation. (amended 11.02.15)

9. **Participating Agreement.** A document that must be filled out and submitted to the Liquor Control Commission if the Township wants to add a Participating Partner to an existing Class C Liquor License. The addition of a Participating Partner to the Township’s license is contingent upon approval by the Liquor Control Commission and the Board of Trustees. (added 05.06.19)

10. **Participating Partner.** A Bartending or Catering Company whom the Township has chosen to add to their license via a Participation Agreement. (added 05.06.19)

11. **Public Place.** Any structure, building, alley, street, house, hall, room or other place to which the public has access.
12. **Vehicle.** Any wheeled conveyance, whether motor-powered, animal-drawn, or self-propelled. Exception is made for baby strollers and vehicles in the service of the Township Building and Grounds Department. *(amended 11.02.15)*

13. **Resident.** Any person who resides within the corporate boundaries of Orion Township.

14. **Special Events.** An event scheduled through and sponsored by the Township Parks & Recreation Department. *(amended 11.02.15)*

15. **Structure.** Anything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on or in the ground.

**B. Park Operating Policy.** *(amended 11.02.15, 05.06.19)*

1. **Regular Park Hours.** Township parks shall be open daily to the public between the hours of dawn and dusk. Unless otherwise posted, no person shall occupy or be present in any park when it is closed; provided that Township personnel, police officers on official duty, other Township officers or employees on park duty, or other persons with special permits from the Parks & Recreation Department, who are conducting Township business, are not so restricted.

2. **Special Events Hours.** The Parks & Recreation Director is authorized to extend the hours of operation for any park in the Township for special events. The Director’s authority to extend the hours of operation of the park must be made in writing, and the Director shall maintain a record of such authorization in a permanent file to be kept in the Director’s office, with a copy in the Supervisor’s office.

3. **Closure of Park Areas.** Any section or part of any park may be declared closed to the public by the Director at any time, and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), and either entirely or only to certain specified uses, as the Director shall find reasonably necessary. Areas closed by the Director shall be clearly identified as being closed.

4. **Park Permits.** Any organized club, school, association or group desiring the use of specific areas of any park, such as picnic areas, athletic fields or pavilions, shall file an application with the Parks & Recreation Department, and shall not use said park or area until said permit is granted. The use of the park shall be limited to the capacity of the park. The Parks & Recreation Department schedules and permits all of the parks, the Orion Center, Wildwood Amphitheater, fields, Camp Agawam, and other Park shelters, facilities, and rentals. *(amended 05.06.19)*

   a. **Special Permits, Agreements, and Contracts.** Any organized club, school, organization, association or recognized group desiring to use a portion of the park system for money-raising affairs, whether to cover the cost of operation or for profit, shall file an application with the Parks & Recreation Department. Such group shall pay fees, charges, rents or Park Partnership percentages, as required by the Department for such activities and events. The application must designate the portion of the park desired, where ticket sales will be set up or money is to be collected, and the charge per person or other unit of measurement. The Park Partnership application must be approved by the Township Board. Any fees for the permit may be waived or refunded at the discretion of the Township Board.

   b. **Exclusive Use of Park.** No permits shall be issued for the exclusive use of any park and no permittee shall exclude the public from the park, charge any admittance fee, sell tickets or otherwise require anyone to pay any fee for entering any park, except as provided in Paragraph (4)(a), above.

   c. **Granting of Permits.** The authority for granting permits is hereby vested in the Parks & Recreation Director (or in the absence of the Director, the Township Supervisor), or their designee.

   d. **Clean-Up by Permittee.** All permits shall require the permittee to clean up the park area after the activity has terminated and all applications for permits must give the name, address, and telephone number of the permittee responsible for the necessary policing thereof. The permittee shall be required to pay a security deposit, which is refundable unless the area is damaged, loss of equipment is incurred, and/or there is improper clean-up. If permittee fails to clean the facility to the satisfaction of the Township, the Township shall use permittee's security deposit for clean-up purposes. If the security deposit does not cover the costs required to clean the park area that had been permitted for use, the Township may, at its discretion, outsource the clean-up and bill the permittee.
e. **Honoring Special Permits.** All persons shall honor any special permits issued by the Parks & Recreation Department for certain areas, days, and times to clubs, organizations, teams, or any other groups, including but not limited to picnic grounds and athletic fields, provided such permit is presented on official Buildings and Parks & Recreation forms.

C. **Enforcement.** *(amended 11.02.15)*

1. **Officials.** The Director, Superintendent, and Grounds staff shall take such actions as are necessary for the enforcement of this Ordinance, consistent with Township ordinances and State law. In addition to the Oakland County Sheriff’s Department and the Code Enforcement Officer, Park staff shall have the power to issue warning notices for any violations of this Ordinance.

2. **Ejection.** The Director, Superintendent, and Grounds staff, as well as the Oakland County Sheriff’s Department, shall have the authority to eject, for a period of twenty-four (24) hours, from the Township park, any person who violates this Ordinance. Repeated violations of this Ordinance may result in permanent ejection from any Township park. Ejection reports shall be filed in the Parks Department with a copy in the Supervisor’s office as well as with the Oakland County Sheriff’s Orion Township Substation.

3. **Seizure of Property.** The Director, Superintendent, and any Grounds staff shall have the authority to seize and confiscate any property, thing or device in the park used in violation of this Ordinance.

D. **Fees.**

Parks Programs use fees shall be set by the Township Board of Trustees, upon recommendation of the Parks & Recreation Director with input from the Committee. *(amended 11.02.15)*

E. **Gifts.**

The solicitation and receipt of gifts, sponsorships, and donations for use by Township Parks and Community Programs shall be governed by the Township Gifts Policy. Gifts or donations valued at more than Two Thousand Dollars ($2,000) (cash) / Three Thousand Dollars ($3,000) (in-kind) must be approved by the Township Board. (See Sponsorship Form) *(amended 11.02.15)*

F. **Non-Discrimination.**

All Township Parks & Recreation activities and facilities shall be administered on a non-discriminatory basis. *(amended 11.02.15)*

**Section 4 – ACTIVITIES BY PERSONS IN PARKS**

A. **Park Property.**

1. **Buildings and Other Property.**

   a. **Disfiguration and Removal.** No person in a park shall willfully mark, deface, disfigure, injure, tamper with or displace or remove, any buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever.

   b. **Restrooms and Washrooms.** Users of park bathroom facilities shall maintain same in a neat and sanitary condition.

   c. **Removal of Natural Resources.** No person in a park shall dig, or remove any sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, flowers, downed timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency, unless authorized by the Director.
d. **Erection of Structures.** No person in a park shall construct or erect any building or structure of any kind whatsoever, whether permanent or temporary in nature, or run or string any public service utility into, upon or across such lands, except with a special written permit issued hereunder.

2. **Trees, Shrubbery, Lawns.**

a. **Injury and Removal.** No person in a park shall damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant. Nor shall any person attach any device, rope, wire, or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.

b. **Climbing.** No person in a park shall climb any building, or walk, stand or sit upon monuments, fountains, railing, fences or upon any other property not designated or customarily used for such purposes.

3. **Wild Animals, Birds, Etc.**

a. **Hunting.** No person in a park shall molest, harm, frighten, kill, trap, chase, tease, shoot or throw either a firearm or any other projectiles/missiles at any animal, reptile or bird; nor shall anyone remove or have in their possession the young of any wild animal, or the eggs, nest or young of any reptile or bird. (amended 11.02.15)

b. **Feeding.** No person in a park shall give or offer, or attempt to, give to any animal or bird any tobacco, alcohol or other known noxious substances, or feed any water fowl of any kind.

4. **Glass Containers.** No person in a park shall bring or use glass containers within the park.

B. **Sanitation.**

1. **Pollution of Waters.** No person in a park shall throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water, including wetlands, in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

2. **Refuse and Trash.** No person in a park shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, lawn waste, garbage or refuse, or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds thereof. All fires shall be extinguished and coals deposited in designated receptacles at the conclusion of a permitted activity and prior to leaving a park area.

C. **Traffic.**

1. **State Motor Vehicle Laws Apply.** All persons on Township park property shall comply with all applicable provisions of the Michigan Motor Vehicle Code, in regard to equipment and operation of motor vehicles, together with such regulations as are contained in this Ordinance and other Township ordinances.

2. **Enforcement of Traffic Regulations.** All persons on Township park property shall obey all traffic officers and park employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto, in accordance with the provisions of these regulations, and such supplementary regulations as may subsequently be issued by the Director.

3. **Obey Traffic Signs.** All persons on Township park property shall observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property.

4. **Speed of Vehicles.** No person in a park shall ride or drive a vehicle at a rate of speed exceeding fifteen (15) miles per hour, except upon such roads as the Director may designate, by posted signs, for speedier travel.

5. **Operation Confined to Roads.** No person in a park shall drive any motorized vehicle on any area except the paved park roads or parking areas, or such other areas as may on occasion be specifically designated as temporary parking areas by the Director, except authorized Township, Oakland County Sheriff's Department, and authorized utility company vehicles.
   a. Designated Areas. No person shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with posted directions or with the instructions of any attendant who may be present.
   
   b. Storage of Vehicles. No person in a park shall park or store any motor vehicle overnight in any park owned by the Township without written permission of the Director. The vehicle will be towed by the Township or Township contractor at the owner's expense.
   
   c. Immovable Vehicles. No person in a park shall leave any vehicle anywhere in the park with one or more wheels chained, or with motor set in gear and doors locked, or in any manner fixed or arranged so that such vehicle cannot readily be moved by hand. The vehicle will be towed by the Township or Township contractor at the owner's expense.
   
   d. Emergency Procedure. Park users shall immediately notify a member of the Parks staff of an emergency in the nature of a breakdown requiring a tow truck, mechanic or other similar assistance. (amended 11.02.15)
   
   e. Double-Parking. No person shall double-park any vehicle on any road or parkway unless directed by a Parks official. (amended 11.02.15)
   
   f. Muffler Required. Motor vehicles in use in any park shall be equipped with a muffler adequate to deaden the sound of the exhaust system in the motor vehicle.
   
   g. Towing.
      
      i. Authority Granted. Deputies of the Oakland County Sheriff's Department are hereby authorized to remove and tow away by a commercial towing service any motor vehicle parked in violation of this Ordinance, which violation is declared to be a nuisance.
      
      ii. Impounding. Motor vehicles towed away for illegal parking shall be stored.
      
      iii. Payment of Fine and Charges. Motor vehicles so towed away for illegal parking or storage shall be restored to the owner or operator of such motor vehicle upon payment of the fine as provided in Section 6 and reasonable towing and storage charges.
   
7. Bicycles.
   
   a. Confined to Roads. No person in a park shall ride a bicycle on other than the paved vehicular road or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.
   
   b. Operation. Bicyclists shall at all times operate their bicycles with reasonable regard for the safety of others, signal all turns, pass to the right of any vehicle they are overtaking, and pass to the right of any vehicles they may be meeting.
   
   c. Rider Prohibited. No person in a park shall ride with more persons on a bicycle than the bicycle was designed to accommodate.
   
   d. Designated Racks. No person in a park shall leave a bicycle in a place other than a bicycle rack, when such is provided and there is a space available.
   
   e. Immobile. No person in a park shall leave a bicycle lying on the ground or paving or set against trees, or in any place or position where another person may trip over or be injured by said bicycle.
   
   f. Night Operation. No person in a park shall ride a bicycle at night without an attached headlight and without a taillight or reflector plainly visible.

Revised 05/09/2019
8. **Unsafe Operation of Vehicle.** No person in a park shall operate a vehicle, as defined by this Ordinance, in an unsafe manner.

9. **Other Vehicles.** Any unlicensed vehicles or "all-terrain vehicles," or snowmobiles, are prohibited from use in any park, unless authorized by the Parks & Recreation Director and designated in certain areas. *(amended 11.02.15)*

10. **Roller Skating (Blading) or Coasting.** It shall be unlawful to use roller skates (blades), a skateboard, hand sled, bobsled, cart or to operate any other vehicle on wheels or runners, except on designated pathways or areas. Such vehicles shall be operated in a safe manner and proper safety equipment must be utilized.

D. **Recreational Activities.** *(amended 11.02.15)*

1. **Hunting, Trapping, and Firearms.** Any Township sanctioned recreational activities involving hunting, trapping or the use of firearms on Township park property shall be in accordance with Michigan Department of Natural Resources (DNR) regulations, local, state, and federal regulations and statutes.

2. **Picnic Areas and Use.** No person in a park shall:
   a. picnic or lunch in a place other than those areas designated for that purpose. Parks staff shall have the authority to regulate the activities in such areas, when necessary, to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given by grounds staff to achieve this end.
   b. violate the regulation that use of individual grills, together with tables and benches, follows generally the rule of "first come, first served."
   c. leave a picnic area before a cooking grill is completely extinguished, and coals are placed in the proper receptacle, and before all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse is placed in the disposal receptacles provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker, to be properly disposed of elsewhere.

3. **Camping.** Unless special permission is granted by the Director, no person shall set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor may any person leave, in a park after closing hours any movable structure, or special vehicle, to be used or that could be used for such purposes as house trailer, camp-trailer, camp wagon or the like. Camp Agawam allows rentals of campsites, lodges, and shelters as permitted by the Parks & Recreation Department through an application and permitting process.

4. **Games.** No person shall take part in or allow the playing of any games involving thrown, or otherwise propelled objects such as balls, stones, arrows, javelins or model airplanes, except in areas set apart for such forms of recreation. The playing of comparatively dangerous games such as, but not limited to, football, baseball, soccer, golf, and softball is prohibited except on the fields and courts or areas provided therefore.

5. **Fishing.** No park user may fish in any waters and/or designated swim areas, using hook-and-line, net, trap or other device, except in waters designated by the Director for that use and under such regulations and restrictions as have been or may be prescribed by the Director.

E. **Prohibited Behavior.**

1. **Intoxicating Beverages, Illegal Substances, and the Sale of Alcohol.** No person in a park may be under the influence of intoxicating beverages or controlled substances while on park property. No person shall possess, sell or consume beer, wine or other alcoholic beverages or illegal substances within any park property, except in conformance with a permit issued by the Township, for possession, sale or consumption of beer, wine or other alcoholic beverages in the Orion Center, Camp Agawam or the Amphitheater. All permits shall be issued only to adults who shall comply with all state and federal laws, this Ordinance, any Township policy, and obtain all required licenses. Subject to Township Board approval, the Parks & Recreation Department shall develop rules and regulations regarding the sale, use, and transportation of alcoholic beverages that may be permitted by this provision. Any other permit to possess or consume
alcohol on Township property shall be by application and approval of the Parks & Recreation Department. (amended 05.16.11, 11.02.15, 05.06.19)

2. The requirement of Orion Township Board approval as set forth in the preceding paragraph Section E(1), shall not apply to “APPROVED CATERERS,” an “APPROVED BARTENDING SERVICE” or a “PARTICIPATING PARTY.” (added 05.06.19)

a. APPROVED CATERER(S). As defined, an APPROVED CATERER(S) is/are licensed individual(s) with whom the Township has a valid contract for catering and/or bartending services at the Orion Center, Camp Agawam or Wildwood Amphitheater. An agreement between the Township and an approved contractor may encompass a single event or multiple events. Any APPROVED CATERER serving alcohol on park property must comply with state licensing requirements and the Michigan Liquor Control Code. A Catering Company’s first contract to provide services must be approved by the Board of Trustees. However, any renewal contract with the same company, when consistent with this Ordinance and the Township’s “Alcohol Rules and Regulation Policy,” may be administratively approved by the Parks & Recreation Director, with the Township Supervisor’s consent.

b. APPROVED BARTENDING SERVICE. As defined, an “Approved Bartending Service” is/are an individual(s) with whom the Township has a valid contract for bartending services at Wildwood Amphitheater. An agreement between the Township and an APPROVED BARTENDING SERVICE may encompass a single event or multiple events. Any contractor serving alcohol on park property must comply with state licensing requirements and the Michigan Liquor Control Code. An APPROVED BARTENDING SERVICE’S first contract to provide services must be approved by the Board of Trustees. However, any renewal contract with the same company, when consistent with this Ordinance and the Township’s “Alcohol Rules and Regulation Policy,” may be administratively approved by the Parks & Recreation Director, with the Supervisor’s consent. The Township must purchase and provide any alcohol that will be served by an APPROVED BARTENDING SERVICE. The Township shall pay the APPROVED BARTENDING SERVICE at an hourly rate.

c. PARTICIPATING PARTY. The Township may enter into an agreement to list a bartending company and/or catering company on an existing liquor license as a “participating partner.” Such agreements are subject to approval by the Board of Trustees and the Liquor Control Commission. Once approved as a “PARTICIPATING PARTY,” the sale of alcohol for specific events may be approved by the Parks & Recreation Director, with the Township Supervisor’s consent.

d. SPECIAL ONE-DAY LICENSE. Any sale of alcohol by a charitable entity is required to obtain a SPECIAL ONE-DAY LIQUOR LICENSE. The use of a SPECIAL ONE DAY LICENSE at Camp Agawam, the Orion Center or the Wildwood Amphitheater is subject to approval by the Board of Trustees.

3. **Fireworks and Explosives.** No person in a park shall bring in, or have in his/her possession, or set off, or otherwise cause to explode or discharge or burn, any firecrackers, rockets or other fireworks or explosives of inflammable material, or discharge them, or throw them into any such area from land, or highway adjacent thereto. This prohibition includes any substance, compound, mixture or article that, in conjunction with any other substance or compound, would be dangerous from any of the foregoing standpoints, except for licensed and approved fireworks shows. (amended 05.06.19)

4. **Animals.** Animals are not allowed on playgrounds, beaches or athletic fields/surfaces. (amended 11.02.15)

a. **Dogs.** All dogs shall be restrained at all times by adequate leashes unless in a designated no-leash area and able to meet the requirements of voice and sight control. In designated no-leash areas, pet owners are required to exercise control of their dog, so that the dog does **not:**

i. charge, chase or display aggression towards any person, or behave in a way that any reasonable person may find harassing or disturbing.

ii. charge, chase or display aggression towards any other dog.

iii. charge, chase or disturb wildlife or livestock.

iv. fail to come to and stay with the owner or keeper immediately upon command by that person.
An owner must have a leash in the owner’s possession at all times. No more than two (2) dogs may be under voice and sight control per owner or keeper at any time. Failure to have control of a dog may result in issuance of a court summons for a dog observed running, threatening or endangering persons, wildlife or livestock.

b. Other Animals. It shall be unlawful to ride, lead or cause to allow a horse or other animal to be in any park or any portion thereof posted against such use, unless permitted by the Director.


It shall be unlawful for any owner of a dog or cat to allow or permit such dog or cat to soil, defile, defecate or to commit any nuisance on a public thoroughfare, sidewalk, passageway, bypass, play area, park or any place where people congregate or walk, or upon public property whatsoever, or upon any private property without permission of the owner of such property, unless:

i. such owner shall immediately remove all droppings deposited by such dog or cat by any sanitary method and, for such purposes, shall possess a container of sufficient size to collect and remove the above mentioned droppings and exhibit the container, if requested by any official empowered to enforce this Ordinance; and

ii. such owner shall deposit said droppings or container of droppings in a toilet or a receptacle ordinarily used for garbage and covered by a lid, or in an otherwise lawful and sanitary manner.

5. Reservation of Facilities. No park user may occupy any seat or bench, enter into, or loiter, or remain in any pavilion or other park structure, or section thereof, which may be reserved, unless such user is part of the group having reserved said area of the park.

6. Fires. No person shall build or attempt to build a fire within a park, except in fireplaces, grills, designated receptacles or other areas for that purpose. All fires must be supervised at all times and be extinguished before leaving the area. [amended 11.02.15]

7. Closed Areas. No person shall enter an area posted as "Closed to the Public", "Do Not Enter," and "Closed for Maintenance" nor shall any person use, or allow the use of any area in violation of posted notices. [amended 11.02.15]

8. Disorderly Conduct. No park user may engage in any disorderly conduct or behavior tending to a breach of the public peace, including but not limited to, the playing of musical entertainment devices at a loud volume or the performance of sexual acts or indication thereof. (See Township Ordinance No. 58, Disorderly Persons which governs this prohibited activity.) [amended 11.02.15]

8. Causing or Risking Public Inconvenience, Annoyance or Alarm. No person shall cause, recklessly create a risk of, or knowingly contribute to the inconvenience, annoyance or alarm to any other person in a park by:

a. engaging in fighting or threatening, or engaging in violent or tumultuous behavior;

b. jostling or roughly crowding persons unnecessarily;

c. making an obscene communication or display;

d. creating a hazardous condition by any act which serves no legitimate purpose;

e. improper use of firearms (see D(1)).

9. Exhibit Permits. No person shall fail to produce and exhibit any permit from the Director, which he/she claim to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.

10. Interference with Permittees. No person shall disturb or interfere unreasonably with any person or party occupying any area, or participating in any activity, under the authority of a permit.
F. Merchandising, Advertising and Signs.

1. **Vending and Peddling.** No person in a park shall expose or offer for sale any article or thing, nor shall they station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. An exception is made for any regularly licensed concessions acting by, and under the authority and regulation of, the Township.

2. **Advertising.** No person in a park shall announce, advertise or call the public attention in any way to any article or service for sale or hire, except as authorized by the Township.

3. **Signs.** No person in a park shall paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatsoever, nor shall any person erect or cause to be erected any sign whatsoever on any public lands, highways, roads or safety paths adjacent to a park, except as authorized by the Township or permitted by Township ordinance.

**Section 5 – PARKS AND PATHS ADVISORY COMMITTEE** *(amended 11.02.15, 05.06.19)*

A. Establishment; Composition.

There is established a Parks and Paths Advisory Committee appointed by the Township Board. The Committee establishes the bylaws and revisions which are approved by the Township Board. The Committee shall have the duties set forth under this Ordinance and Ordinance No. 97 (Safety Path Regulation).

**Section 6 – VIOLATION AND PENALTIES**

A. Municipal Civil Infraction / Payment of Fine.

Any person, firm or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction, as that term is defined and used in MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended, and shall pay a civil fine as prescribed by ordinance or as determined by the district court, district court judge or district court magistrate.

B. Costs.

A person, firm or corporation ordered to pay a fine under Subsection A shall be ordered by the district court judge or magistrate to pay costs of not less than Nine Dollars ($9) or more than Five Hundred Dollars ($500), which costs may include all expenses, direct or indirect, to which the Township of Orion has been put in connection with the violation of the Ordinance up to the entry of the court’s judgment or order to pay fines and costs.

C. Additional Writs and Orders.

A person who admits or is found responsible for violation of this Ordinance shall comply with any order, writ or judgment issued by the district court to enforce this Ordinance pursuant to Chapter 83 and Chapter 87, of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.

D. Default on Payment of Fines and Costs.

A default in payment of a civil fine, costs or damages, or expenses ordered under Subsection A or B or an installment of the fine, costs or damages, or expenses as allowed by the court, may be collected by the Township of Orion by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.

E. Failure to Comply with Judgment or Order.

If a defendant fails to comply with an order or judgment issued pursuant to this section within the time prescribed by the court, the court may proceed under Subsection G.

F. Failure to Appear in Court.
A defendant who fails to answer a citation or notice to appear in court for a violation of this Ordinance is guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars ($500) plus costs and/or imprisonment not to exceed ninety (90) days.

G. Civil Contempt.

1. If a defendant defaults in the payment of a civil fine, costs or other damages or expenses, or installment as ordered by the district court, upon motion of the Township of Orion or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may issue a summons, order to show cause or bench warrant of arrest for the defendant’s appearance.

2. If a corporation or an association is ordered to pay a civil fine, costs or damages or expenses, the individuals authorized to make disbursements shall pay the fine, costs or damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this subsection.

3. Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his or her part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.

4. If it appears that the default in the payment of a fine, costs or damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs or damages or expenses.

5. The term of imprisonment on civil contempt for non-payment of a civil fine, costs or damages or expenses shall be specified in the order of commitment and shall not exceed one (1) day for each Thirty Dollars ($30) due. A person committed for non-payment of a civil fine, costs or damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of Thirty Dollars ($30) per day.

6. A defendant committed to imprisonment for civil contempt for non-payment of a civil fine, costs or damages or expenses shall not be discharged from custody, until one of the following occurs:

   a. Defendant is credited with an amount due pursuant to Subsection G(5).
   b. The amount due is collected through execution of process or otherwise.
   c. The amount due is satisfied pursuant to a combination of Subdivisions G(6)(a) and (b).

7. The civil contempt shall be purged upon discharge of the defendant pursuant to Subsection G(6).

Section 7 – Severability

The provisions of this ordinance are hereby declared to be severable, and if any part is declared invalid for any reason by a court of competent jurisdiction, it shall not affect the remainder of the ordinance, which shall continue in full force and effect.

Section 8 – Effective Date

This Ordinance shall be published in full in a newspaper of general circulation in the Charter Township of Orion qualified under State law to publish legal notices and shall become effective upon publication, as provided by law.
Agenda Item Summary

To: Board of Trustees

From: Chris Barnett
    Township Supervisor

Meeting Date: January 19, 2021
Memo Date: January 14, 2021
Subject: Schedule Parks & Paths Advisory Committee Meeting

REQUEST:
The newly formed Parks & Paths Advisory Committee needs to schedule their first meeting.

REASON:

PROCESS:

BUDGET
If yes, fill out information below:

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<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
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<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
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RECOMMENDATION (Motion)
Schedule the first meeting of the newly formed Parks & Paths Advisory Committee for February 18, 2021 at 6:00 pm.
Oakland County Sheriff's Office
Orion Township Substation

Weekly "Calls for Service" Summary:

Time period: 12-28-2020 to 1-3-2021

- Calls for service - 337
- Felony Arrests - 1
- Misdemeanor Arrests - 2
- Accidents - 10

20-258029 12/28/2020 5:32 PM Natural Death Investigation

Deputies were dispatched to the 30 block of Mouton Rd for a resident found unresponsive and cold to the touch. A neighbor had been trying to get in contact with the deceased for days until she contacted a friend to go check on her. Deputies investigated and learned of a medical condition and found no signs of foul play or injuries. The Oakland County Medical Examiner was contacted and reviewed the investigation.

20-258797 12/29/2020 8:17 PM Domestic Assault Investigation

Deputies were dispatched to St. Joes Hospital in Pontiac for a Domestic Assault that occurred in the 3300 block of Beech Drive after medical staff treated injuries. The male, a 20-year-old resident of Pontiac, stated that his ex-girlfriend stabbed him while they had an argument about breaking up. The male had non-life-threatening cuts to his hand. Deputies arrived at the listed address where the altercation occurred and spoke with the female half, a 19-year-old resident of Orion Township. The female stated that her ex-boyfriend came to her home unannounced and they started to fight. The female stated that the male punched a hole in her television, got on top of her and began hitting her in the face. To defend herself she stated she grabbed a kitchen knife but did not remember cutting her ex-boyfriend. The female also had a cousin in the house who confirmed the information. The female did not have any visible markings of injury, but the home had evidence of a struggle and a television. The Oakland County Prosecutor's Office is reviewing the case for charges.
Deputies were dispatched to Bald Mountain Recreation Area for a 51-year-old female who stated that she was going to kill herself with a shotgun. Deputies searched the area and the trail, however, were unable to locate the female. Deputies then located the female at her residence in Oxford Township and ensured she was safe, but in a crisis. The female stated that she left her shotgun near mile marker #9. Deputies transported the female to a nearby hospital and petitioned her for a psychological evaluation. Deputies from the Oakland County Marine Unit utilized ATV’s and continued to search the area for the shotgun with negative results. Due to the subject’s state of mind, the location of the shotgun is still in question.

Deputies were dispatched to the area of Lapeer and Dutton Road for debris in the roadway. Deputies could see the debris was from a vehicle crash and with a large crosswalk post that had been knocked down. Deputies then followed tire tracks and debris field to 4490 Interpark Drive. Deputies located an occupied pickup truck behind the building with heavy damage to the front-end and missing the tires from the rims. As Deputies approached the vehicle, the operator, a 32-year-old male, quickly got out of the driver’s seat and approached the Deputies acting aggressive and swearing at the Deputies. Deputies could smell the odor of intoxicants from the male and Deputies ordered the male to stop and speak with them from a safe distance due to COVID guidelines. The driver refused and continued to make threats. Deputies attempted to place the male in handcuffs, but he actively resisted and both Deputies restrained the man on the ground to take him into custody. Once restrained, Deputies matched up the trail of car parts at the crash site with the nearly totaled vehicle. The man was found to have a history of drunk driving convictions. He was safely transported to a local hospital for a blood draw for alcohol and a health screening. The male was subsequently lodged at the Oakland County Jail pending the issuance of criminal charges.

Deputies received a call to respond to the 3300 block of Beech Dr for a female screaming with blood in the apartment. Upon arrival deputies made the scene safe and located the 24-year-old female who was intoxicated and uncooperative with an assessment. Deputies
were attempting to see if she was injured, but she refused to cooperate with deputies’ orders. She then attempted to get away from deputies and go into another apartment. Deputies placed her in handcuffs and then determined that the subject wanted to harm herself and had fresh lacerations to her wrist. She was safely transported by Deputies to McLaren Hospital for further health evaluations and treatment without incident.

**Everyone 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**
Oakland County Sheriff's Office
Orion Township Substation

Weekly "Calls for Service" Summary:

Time period: 01-04-2021 to 1-10-2021

- Calls for service - 382
- Felony Arrests - 0
- Misdemeanor Arrests - 1
- Accidents - 15

21-1840  01/04/2021  9:49AM  Larceny from Vehicle

Deputies were dispatched to the 400 block of Bald Mountain Road for a larceny complaint. Deputies met with the 56-year-old manager of Ajax Paving Company who advised that on December 18th, 2020 construction work was halted due to the holiday season. When he returned to the site on 1/4/2021 he noticed fresh footprints in the snow going up to several vehicles. Upon inspection of the vehicles he noticed that the locks had been cut off of the doors. It's unknown what items may have been stolen. Suspects unknown. All information, and evidence was collected and turned over to the detective bureau, investigation continues.

21-3241  01/06/2021  1:24PM  Missing Suicidal Person/ Special Units Call Out

Deputies responded to the 2200 block of Cole Road on the report of a missing suicidal male subject. The subject's wife reported that she left their residence for a short period of time and returned to discover that her husband was not home. Additionally, she found a note with comments left by him indicating he may harm himself. Deputies, an OCSO K9 Unit, the Aviation Unit and a Drone Unit responded to the scene and began a search. An off-duty Sheriff's dispatcher who noticed the helicopter located the missing subject walking on a trail in the Orion Oaks Park. Deputies made contact with subject who was cooperative and had been avoiding Deputies and the search in the Park. He was transported by paramedics from the Orion Township Fire Department to Troy Beaumont Hospital for a health evaluation after he was in the in the freezing weather for hours.
21—3665       01/07/2021       2:00 AM       Assist Fire Department – Vehicle Fire

Deputies responded to a 911 call at the 1500 block of Tipton for a structure fire. Deputies and The Orion Township Fire Department arrived and located all the occupants, outside of the residence. An investigation revealed the homeowner had plugged in the diesel engine to his pickup truck and went inside and went to bed. The Homeowner was awoken by his vehicle and garage on fire. There were no reported injuries.

21-4123       01/07/2021       6:33PM       Injury Accident Investigation Road Closed

Deputies received a 911 call for a Personal Injury Crash, a vehicle was underneath a Semi. Deputies arrived on scene, closed the roadway and began assessing the injuries. Orion Fire Department arrived and began working to free the female from the vehicle. Deputies began speaking to a witness to the crash when the witness suddenly fainted and fell to the ground. Orion Fire department also attended to the witness. Deputies determined that the Semi driver was making a left turn onto southbound Lapeer Rd when he was struck by a vehicle which then became trapped under the semi. Orion Fire advised that the female involved in the crash sustained minor injuries and would be transported to the hospital for further treatment. The crash investigator is completing the investigation.

21-5764       01/10/2021       2:51PM       eBay Mail Fraud Scam

Deputies responded to the Orion Twp Substation for a fraud complaint. Deputies met with a 43-year-old resident who advised that she sold a cell phone on eBay to a subject. The subject contacted her after receiving the phone and advised that they were returning the phone and requested their money back. The victim refunded the money prior to verifying the property was indeed returned and then she received an empty box in the mail. The Suspect is unknown, and the transactions are not traceable.
Deputies responded to a 911 call in the 3400 block of Gregory Rd for an intoxicated 40-year-old son creating a disturbance. Deputies arrived and located all parties and made the scene safe. Deputies learned the son came home drunk when he started arguing with his 65-year-old father. The son stated that everyone was going to get hurt. The son exited the room and went into the basement. A short time later the son shot the shotgun into the ceiling of the basement. The father immediately went into the basement and took the shotgun from his son by force to make his home safe. Based upon the victim’s statements and the evidence, the 40-year-old suspect was placed under arrest for Domestic Assault and Reckless discharge while intoxicated and lodged at the Oakland County Jail pending prosecutor review.

Everyone 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.
Orion Township Call Volume  
**January 1, 2021 – January 12, 2021**

Medical Calls- 78  
Non- Medical Calls- 13  
Total Call Volume- 91  

Year to Date- 91

**Fire Department Significant Incidents**

- Shady Oaks residential house fire. Report of a home on fire. Crews arrived and made an aggressive interior attack on a working fire in the bedroom. Extensive damage to the second floor of the home. Crews overcame icy road conditions and freezing temperatures to save the structure and limit property loss. No injuries to homeowner’s family or firefighters.

- Tipton road outdoor fire. Report of an outdoor fire. Crews arrived to find a vehicle with 75% involvement in fire. The vehicle fire spread to a small shed and was totally involved upon arrival.

- Personal Injury Accident on M-24. Semi-truck vs. passenger vehicle. Occupant of passenger vehicle was trapped in vehicle under trailer. Fire crews performed extrication of passenger from the vehicle. Passenger was in stable condition and transported to hospital.

- Battalion 2 firefighters delivered a healthy baby girl in a residence
• Battalion 2 firefighters assisted a mid-wife due to an emergency during a home delivery. Baby was breech and needing assistance. Crews transported mother to hospital. Reported that mother and baby are doing good.

• Probationary firefighter academy started and is progressing well.
Report Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: January 18, 2021
Memo Date: January 14, 2021
Subject: Single Hauler Report

REQUEST
A presentation will be provided reviewing the first year of the single hauler waste collection program.

RECOMMENDATION (Motion)
Receive and file the presentation, once presented.