CHARTER TOWNSHIP OF ORION  
CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES AGENDA  
MONDAY, APRIL 19, 2021 - 7:00 PM  
ORION COMMUNITY CENTER  
1335 JOSLYN ROAD  
LAKE ORION, MI 48360

VIA VIDEO CONFERENCE - GoToMeeting  
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  
(Meeting being conducted in-person and Via Video Conference due to health concerns of Covid-19 and the Michigan Department of Human Services (MDHHS))

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<td>APPROVAL OF BILLS</td>
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<td>6.</td>
<td>PUBLIC COMMENT (3 minutes or less) *Board does not respond during public comment</td>
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<td>7.</td>
<td>APPROVAL OF AGENDA</td>
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<td>CONSENT AGENDA</td>
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<td>Solicitation Request - TruGreen</td>
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<td>REPORTS</td>
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<td>Police/Fire Reports</td>
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<td>11.</td>
<td>PUBLIC COMMENT</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>BOARD MEMBER COMMENT</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>ADJOURNMENT</td>
<td></td>
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<tr>
<td>14.</td>
<td>ADDED- Safety Path Gap on Noth Silverbell Road</td>
<td>109</td>
</tr>
</tbody>
</table>

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 Item Summary

To: Board of Trustees
From: Penny Shults, Township Clerk
Meeting Date: April 19, 2021
Memo Date: April 14, 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
AT 7:00 P.M.

The Charter Township of Orion Board of Trustees will hold a regular scheduled Board meeting on the first and third Mondays of each month of the calendar year 2021 at 7:00 P.M., with exceptions as noted*:

January 4, 19* (Tuesday)    July 6* (Tuesday), 19
February 1, 16* (Tuesday)   August 2, 16
March 1, 15                 September 7* (Tuesday), 20
April 5, 19                 October 4, 18
May 3, 17                   November 1, 15
June 7, 21

Due to the health concern of COVID-19 and the Michigan Department of Human Services (MDHHS), The Charter Township of Orion Board of Trustees meetings at 7:00 p.m. meeting are 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

Penny S. Shults, Clerk
Charter Township of Orion

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.
4/19/2021

INVOICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Non Board Bills</td>
<td>4/14/2021</td>
<td>$324,744.14</td>
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<tr>
<td>Board Bills</td>
<td>4/19/2021</td>
<td>$2,182,188.03</td>
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<tr>
<td><strong>Total Invoices</strong></td>
<td></td>
<td><strong>$2,506,932.17</strong></td>
</tr>
<tr>
<td><strong>Total Invoice Disbursements</strong></td>
<td></td>
<td><strong>$2,506,932.17</strong></td>
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PAYROLL

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Pay</td>
<td>4/14/2021</td>
<td>$237,892.38</td>
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<tr>
<td>POC Firefighters</td>
<td>4/15/2021</td>
<td>$3,633.89</td>
</tr>
<tr>
<td>*Health Care Reimbursement</td>
<td>4/19/2021</td>
<td>$261,962.65</td>
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<tr>
<td>FICA Expenses</td>
<td></td>
<td>$17,802.40</td>
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<tr>
<td>Benefit Expenses</td>
<td></td>
<td>$17,546.35</td>
</tr>
<tr>
<td><strong>Total Payroll Disbursements</strong></td>
<td></td>
<td><strong>$538,837.67</strong></td>
</tr>
<tr>
<td>* The Health Care Reimbursement checks will not be seen on the check register as they are still in process. The grand totals were provided by the insurance company.</td>
<td></td>
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</tr>
</tbody>
</table>

**Grand Total Disbursements**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grand Total Disbursements</strong></td>
<td><strong>$3,045,769.84</strong></td>
</tr>
</tbody>
</table>

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, April 5, 2021 via video conference and in person at Orion Center, 1335 Joslyn Road, Lake Orion, MI 48360. Supervisor Barnett called the meeting to order at 7:00 p.m.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, Kim Urbanowski – All members present in person.

BOARD MEMBERS ABSENT: None

OTHERS PRESENT:
Jeff Stout        John Pender        Chief Rob Duke       Tammy Girling
Aaron Whatley    Jim Stevens        Gary Roberts          Dan Kelly
Dave Goodloe

2. VIRTUAL MEETING INSTRUCTIONS.

3. INVOCATION AND PLEDGE. All rose for the Pledge of Allegiance.

4. PRESENTATION. Supervisor Barnett recognized Deputy Craig Stout as Citizen of the Month for his 30 years of service to Orion.

5. PROCLAMATIONS:
Child Abuse Prevention & Awareness Month. Supervisor Chris Barnett delivered a proclamation observing April as Child Abuse Prevention and Awareness Month.

Fair Housing Month. Supervisor Chris Barnett delivered a proclamation observing April as Fair Housing Month.

6. APPROVAL OF BILLS. Moved by Treasurer Steele, seconded by Trustee Flood to authorize payment of bills in the amount of $2,588,406.74 and payrolls in the amount of $679,179.28, for a total disbursement of funds in the amount of $3,267,586.02, as presented. AYES: Dalrymple, Flood, Urbanowski, Barnett, Shults, Steele, Birney ABSENT: None NAYS: None MOTION CARRIED

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

8. APPROVAL OF AGENDA. Supervisor Barnett added Closed Executive Session to discuss Attorney Opinion letter.

Moved by Trustee Flood, seconded by Trustee Birney to approve the agenda, as presented. MOTION CARRIED
9. CONSENT AGENDA.

B. Treasurer Matured, Called, Purchases of Securities & Bond Report. Receive and file matured, called and purchases of securities and bonds for water/sewer and general accounts.

C. Bunny Run Lake Water Quality Control SAD #2 – Authorized Cost Estimate & Work Plan. Authorize the Supervisor’s office to proceed with preparation of the cost estimate and work plan for Bunny Run Lake Water Quality Control SAD #2.

D. Solicitation Request – Seventh Day Adventist Church. Receive and file the solicitation notice from Michigan Conference of the Seventh Day Adventist Church, and authorize the Clerk to complete and return the confirmation notice. Further, request the organization provide the Clerk’s office with a list of solicitors and vehicle information when it becomes available.

E. Solicitation Request – TruGreen. Approve the TruGreen solicitation requests and direct the Clerk to issue peddlers licenses under Ordinance 95.

F. Purchase Ambulance – Fire Department. Approve and authorize Fire Department to purchase one 2021 Type 1 PL custom ambulance from Holt Fire Inc., in the amount of $270,612.00.


I. Fire Dispatch Contract. Approve 2021-2024 Fire Dispatch Service Agreement between the County of Oakland and The Charter Township of Orion for the period of April 1, 2021 through March 31, 2024 and authorize the Township Supervisor to sign the contract on behalf of the Township.

J. Recording Secretary Contract. Authorize to hire contract subscription service for the Planning & Zoning Department with attorney approve service agreement at a cost not to exceed $9,600 per year, budgeted through 2023.

K. Hire Full-Time Firefighter. Authorize the hiring of Randy Rosselle as full-time Firefighter to fill the approved position in the 2021 budget effective April 12, 2021 pending results of Physical, Background Check and Drug Screening.

M. 2020 Budget Adjustment. Direct the Accounting Controller to make the necessary budget adjustments, for 2020, in the amount of $75,000 by appropriating funds from the General Fund’s Fund Balance to 101-226-802.000 – Attorney Fees. Additionally, direct the Accounting Controller to make the necessary budget adjustment, for 2021, in the amount of $100,000 by appropriating funds from the General Fund’s Fund Balance to 101-226-802.000 – Attorney Fees.

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

10. PENDING BUSINESS.

A. First Reading - Water & Sewer Ordinance Amendments. Moved by Clerk Shults, seconded by Trustee Flood to approve the first reading of the Water & Sewer Ordinance Amendments and direct the Township Clerk to publish said Ordinance in accordance with state law and hereby set the second reading of said Ordinance Amendment for April 19, 2021.
AYES: Shults, Steele, Birney, Dalrymple, Flood, Urbanowski, Barnett  ABSENT: None NAYS: None  MOTION CARRIED

B. Second Reading – Fire Cost Recovery Ordinance and Fee Schedule. Moved by Clerk Shults, seconded by Trustee Birney to approve second reading of the Orion Township Fire Department Cost Recovery Ordinance.
AYES: Steele, Birney, Dalrymple, Flood, Urbanowski, Barnett, Shults  ABSENT: None NAYS: None  MOTION CARRIED

C. Second Reading – False Alarm Ordinance Proposed Changes. Moved by Clerk Shults, seconded by Trustee Birney to approve the second reading of the Orion Township Fire Department False Alarm Ordinance and approve the Resolution to adopt the False Alarm Ordinance fee schedule and authorize the Township Clerk to certify the same.
AYES: Birney, Dalrymple, Flood, Urbanowski, Barnett, Shults, Steele  ABSENT: None NAYS: None  MOTION CARRIED

Moved by Clerk Shults, seconded by Trustee Birney to approve the second reading of the Orion Township Fire Department Cost Recovery Ordinance and approve the Resolution to adopt the Cost Recovery fee schedule and authorize the Township Clerk to certify the same.
AYES: Dalrymple, Flood, Urbanowski, Barnett, Shults, Steele, Birney  ABSENT: None NAYS: None  MOTION CARRIED

D. Second Reading – PC-2021-05, C and A Group Conditional Rezone Request. Moved by Clerk Shults, seconded by Trustee Urbanowski to declare the second reading of PC-2021-05, C and A Group Conditional Rezone Request, to have been held on April 5, 2021, and approve the request to Conditionally Rezone 512 E. Silverbell (parcel 09-35-200-023) from Single Family Residential-1 (R-1) to Office Professional (OP) with conditions from the reasons given in the motion to recommend approval at the February 17, 2021 Planning Commission meeting, and authorize the Township Supervisor and Township Clerk to sign the Conditional Rezone
Agreement, on behalf of the Township. The approval is conditioned upon: Final approval by the Township Attorney of the Conditional Rezoning Agreement.
AYES: Barnett, Shults, Steele, Birney, Dalrymple, Flood, Urbanowski    ABSENT: None
NAYS: None    MOTION CARRIED

E. Tri-Party – Scripps Road Paving. Moved by Clerk Shults, seconded by Trustee Flood to authorize OHM to complete build design and engineering plans for Scripps Road pavement from Joslyn Road to the new municipal complex not to exceed $37,500.
AYES: Shults, Steele, Birney, Dalrymple, Flood, Urbanowski, Barnett    ABSENT: None
NAYS: None    MOTION CARRIED

11. 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. Updated Purchase of Backhoe Loader Summary. Moved by Treasurer Steele, seconded by Trustee Flood to receive and file the Updated Purchase of Backhoe Loader Summary.
MOTION CARRIED

C. Building Department Jan. -Feb. 2021 Reports. Moved by Trustee Flood, seconded by Treasurer Steele to receive and file the Building Department Jan.-Feb. 2021 Reports.
MOTION CARRIED

MOTION CARRIED

E. Financial Reports/Clerk. Moved by Clerk Shults, seconded by Trustee Flood to receive and file the Financial Reports/Clerk.
MOTION CARRIED

12. PUBLIC COMMENT. Public Comment was not heard.

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

14. Closed Executive Session. Moved by Clerk Shults, seconded by Trustee Birney to go to Closed Executive Session to discuss Attorney Opinion Letter.
AYES: Steele, Birney, Dalrymple, Flood, Urbanowski, Barnett, Shults    ABSENT: None
NAYS: None    MOTION CARRIED

The Board was in Closed Executive Session from 8:39 p.m. to 9:06 p.m.
15. **Regular Meeting Reconvened.** The regular meeting convened at 9:06 p.m.

16. **ADJOURNMENT.** Moved by Trustee Flood, seconded by Trustee Birney to adjourn. 
**MOTION CARRIED** The meeting was adjourned at 9:07 p.m.

__________________________
Penny S. Shults, Clerk

__________________________
Chris Barnett, Supervisor  
Charter Township of Orion

Transcription: Penny S. Shults
REQUEST
The Oakland County Health Division has a West Nile Virus Prevention Program available to municipalities. The program is optional and operates on a reimbursement basis. The Township has participated in the past and it has been very well received by residents.

REASON
An adopted resolution is necessary for reimbursement from the Oakland County Health Department.

PROCESS
Click or tap here to enter text.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name:</th>
<th>Project/Grant Tracking?</th>
<th>Expected Invoice Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 - General</td>
<td>☑</td>
<td>8/13/2021</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AMENDED BUDGET</th>
<th>AVAILABLE BALANCE</th>
<th>COST</th>
<th>REMAINING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>101-248-964.005 – West Nile Virus</td>
<td>$5,700.00</td>
<td>$5,700.00</td>
<td>$5,686.58</td>
<td>$13.42</td>
</tr>
</tbody>
</table>

RECOMMENDATION (MOTION)
Adopt the attached resolution, and authorize the purchase of approved larvacide and/or mosquito repellants at a cost not to exceed $5,686.58, and to submit for reimbursement from the Oakland County Health Division.
March 24, 2021

Dear Oakland County Municipality,

The 2021 West Nile Virus (WNV) Prevention Reimbursement amount for Orion Township is $5,686.58.

Requirements for reimbursement are as follows:

- Project Plan due May 7, 2021
- Resolution due June 18, 2021
- Invoices and Proof of Payment due August 13, 2021

Specifics regarding these requirements will be covered during the training event on March 25th, and further questions can be answered by Genessa Doolittle at doolittleg@oakgov.com or by phone at 248-496-4590.

Sincerely,

OAKLAND COUNTY HEALTH DIVISION
Department of Health and Human Services

[Signature]
Leigh-Anne Stafford, M.S.A.
Director
Municipality: Charter Township of Orion

Contact Name: Jeff Stout

Contact Phone: (248) 391-0304 ext. 8501

Contact Email: jstout@oriontownship.org

Previous Year Product Inventory:
(Include product name, quantity, and expiration date)

*Natrapel - 1 fl. oz. (29.5) spray 33 boxes on hand

*Ben's - 1.25 Fl. oz. (37 ml) spray 38 boxes on hand

*Mosquito Dunks - 2 packs at .92 oz. 38 boxes on hand

Previous Year Product Inventory Distribution Plan, if applicable:
Attached is Tender Corporation 2020 Municipality Repellent pricing and correspondence from Summit Corp.

2021 Project Plan: **Must attach product quotes**
(Include product name and type)

The order plan is the same as last year (2020) (price quote attached)

Tender Corporation ordering Natrapel pump (1 oz) 30 cases

Tender Corporation ordering Ben's pump (1.25 oz) 60 cases

Summit corporation ordering mosquito Dunks (.92 oz) 68 cases

2021 Project Distribution Plan:
Distribution at Orion Township Hall at the Treasurer's office, Dept of Public Services department. Also, displays at the Orion Senior Community Center, Wildwood Amphitheater, and Camp Agawam.
Charter Township of Orion  
County of Oakland  
State of Michigan

Resolution

WHEREAS, Oakland County has established a West Nile Virus Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County’s West Nile Virus Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures; and

WHEREAS the Charter Township of Orion, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County’s West Nile Virus Program.

NOW THEREFORE BE IT RESOLVED that this Board authorizes and directs its Operations Director as agent for the Charter Township of Orion, to request reimbursement of eligible mosquito control activity under Oakland County’s West Nile Virus Program.

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 Monday, April 19, 2021, at 7:00 p.m., at the Orion Center, 1335 Joslyn Road, Lake Orion, Michigan 48360.

_________________________
Penny S. Shults, Clerk  
Charter Township of Orion
Agenda Item Summary

To: Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: April 19, 2021
Memo Date: April 14, 2021
Subject: Recollect Service Agreement - Renewal

REQUEST
The request is to approve a new service agreement with Recollect for two-years, with the option for a one-year renewal.

REASON
On June 15, 2020, the Township Board approved a one-year service agreement with ReCollect Systems, Inc. The Township has been using ReCollect’s Waste Wizard tool and Collection Calendar for the past year, which were funded using remaining grant dollars from the Recycling Partnership.

Since July 2020, residents have viewed collection schedules 3,198 times. There have been 48 calendars printed and 168 addresses that have scheduled service day reminders. Additionally, there have been 5,879 Waste Wizard searches. ReCollect continues to be a partner in providing support and has developed an action plan for 2021 to assist the Township in getting the best use out of their tools.

PROCESS
The Township has budgeted $5,500 in 2021, 2022, and 2023 for ReCollect. The attached service agreement is inline with the current budget allocation. The 2021 subscription fee is $5,462.82.

BUDGET

<table>
<thead>
<tr>
<th>Fund Name:</th>
<th>Project/Grant Tracking?</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 - General</td>
<td></td>
</tr>
<tr>
<td>Purchase Order Number:</td>
<td>21-0433</td>
</tr>
<tr>
<td>Budget Adjustment Needed:</td>
<td>☐</td>
</tr>
</tbody>
</table>

| Expected Invoice Date: | 6/1/2021 |
| Reviewed by Budget Director: | ☒        |

<table>
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<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AMENDED BUDGET</th>
<th>AVAILABLE BALANCE</th>
<th>COST</th>
<th>REMAINING BUDGET</th>
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<tr>
<td>101-248-807.000 – Data Processing</td>
<td>$18,005.00</td>
<td>$13,949.00</td>
<td>$5,462.82</td>
<td>$8,486.18</td>
</tr>
</tbody>
</table>

RECOMMENDATION (MOTION)
Approve a two-year service agreement, with option for one-year renewal, with ReCollect Systems, Inc.
1. Agreement

This Subscription Services Agreement (this “Agreement”) is made as of the Effective Date set forth below between RECOLLECT SYSTEMS INC., a British Columbia company having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada ("ReCollect") and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Subscription Service Agreement (the “Cover Pages”); (b) the Schedule entitled “General Terms and Conditions”; (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the “Schedules”); and (d) all order forms issued and accepted hereunder (each, an “Order Form”). Each service (“Service”) provided hereunder shall be the subject of a Schedule (a “Service Schedule”) that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>July 1, 2021</th>
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<tbody>
<tr>
<td>Termination Date:</td>
<td>June 30, 2023</td>
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<tr>
<td>Contract Number:</td>
<td>2021204</td>
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<tr>
<td>Initial Subscription Amount:</td>
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</tr>
<tr>
<td>Service Addresses</td>
<td>&lt;65,000</td>
</tr>
</tbody>
</table>

2. Customer Information

Customer: Charter Township of Orion
Contact Name: Samantha Timko
Contact Title: Chief Assistant Supervisor’s Office
Address: 2525 Joslyn Road
City, State/Province, Zip/Postal Code: Lake Orion, MI 48360
Phone: 248-391-0304
Email: stimko@oriontownship.org
SourceWell Member Number: 86905

3. Billing Information

Contact Name: Charter Township of Orion
Contact Title: Samantha Timko
Billing Address: 2525 Joslyn Road
City, State/Province, Zip/Postal Code: Lake Orion, MI 48360
Phone: 248-391-0304
Email: stimko@oriontownship.org
4. ReCollect Information

Address: ReCollect Systems Inc.
        Suite 528 - 3381 Cambie St.
        Vancouver, BC, V5Z 4R3, Canada

Contact Name: Luke Closs
Phone: 1-888-291-0604 x304
Email: contracts@recollect.net

5. Schedules

List of included Schedules:
   A. General Terms and Conditions
   B. Order Form
   C. Service Schedule

6. Authorization

Customer acknowledges that it has read and understands this Agreement.

This Agreement is executed as of the Effective Date by authorized representatives of Customer and ReCollect:

RECOLLECT SYSTEMS INC.                  CHARTER TOWNSHIP OF ORION

Signature: __________________________    Signature: __________________________
Name: ________________________________    Name: ________________________________
Title: _________________________________    Title: _________________________________
SCHEDULE A: GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.

1.2. All references to dollars or "$" in this Agreement refer to US dollars, if the Customer's address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer's address as set forth on the Cover Pages is within Canada.

1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if."

1.4. In this Agreement:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

"Affiliate" means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

"API" means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.

"App Store Addendum" means the App Store Addendum, if any, attached to and forming part of this Agreement.

"Business Day" means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Platform, and each party's Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

"Customer Content" means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.

"Customer Data" means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.
"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

"Effective Date" means the Effective Date set forth on the first page of this Agreement.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Fees" has the meaning given in Section 5.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer’s Representatives).

"Population" means the population within the municipality, region or other area served by the Customer in the course of the Customer’s waste collection service.

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

"ReCollect Materials" means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

"ReCollect Systems" means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

"ReCollect Platform" means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Platform that significantly impairs the Customer’s ability to use the ReCollect Platform.

"Services" has the meaning given in Section 1 of the Cover Pages.

"Service Address" means a residential or business address served by the Customer in the course of the Customer’s waste collection service.

"Taxes" has the meaning given in Section 5.5.

"Term" has the meaning given in Section 4.2.

"Termination Date" has the meaning given in Section 1 of the Cover Pages.
"Unavoidable Event" means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"User" means an end user of the Services.

"Waste Wizard" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

2. SERVICES

2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.

2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.

2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

3. APP STORE MANAGEMENT

3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

4. TERM

4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.

4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a "Renewal Term"), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The "Term" shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

5. FEES AND PAYMENT TERMS

5.1. Fees. Customer will pay to ReCollect the fees set forth in each Order Form (the "Fees"). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.

5.2. Service Addresses or Population. ReCollect sets its Fees based on the number of Service Addresses of the Customer or the Population of the Customer's service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses or Population in excess of the number of Service Addresses or Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionally upon written notice to the Customer.

5.3. Inflation. The Fees will increase on each one year anniversary of the Effective Date by the rate of 1.4%.

5.4. Payment terms. ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.

5.5. Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.5, ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.6. Overdue charges. ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.
5.7. **Suspension of service.** If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.

5.8. **Payment Disputes.** ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.9. **Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.

5.10. **Fees for Renewal Terms.** The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement, or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.

6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.

6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.

6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.

6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

7. **DATA SECURITY AND PRIVACY**

7.1. **Data Ownership.** The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publish or exploit Customer Data without the prior written consent of the Customer.

7.2. **ReCollect's obligations.**

7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("Handle" or "Handling") Personal Information.

7.2.2. ReCollect's Handling of Personal Information is subject to its "Terms of Use" ([https://policy.recollect.net/terms](https://policy.recollect.net/terms)) and "Privacy Policy" ([https://policy.recollect.net/privacy](https://policy.recollect.net/privacy)) in effect from time to time, as posted to its website.

7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure
that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:

(a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.

(b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.

(c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect’s provision of the ReCollect Services), except as may be required by Law.

7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.

7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.

7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.

7.2.7. Upon the Customer’s request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer’s request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer’s consent.

7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. Customer's Obligations

7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.

7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.

7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.

7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.

7.3.5. The Customer’s access to the ReCollect Platform is subject to ReCollect’s reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.

7.4. Data Backup. ReCollect regularly backs up Customer Data provided to ReCollect, including work product generated by ReCollect, in accordance with industry standard practices, for use in connection with the Services. Such backups are retained for the purpose of continuity in provision of the Services and will be maintained and replaced from time to time pursuant to ReCollect’s data retention policies. For clarity, the Services are not intended to be a substitute for Customer keeping regular data backups or redundant data archives of Customer Data provided to ReCollect (for example route data and GIS data) for Customer’s other purposes. ReCollect’s obligations in relation to data backups are limited to using commercially reasonable efforts to maintain backups for use in connection with the Services.
ReCollect will have no obligation or liability any loss, alteration, destruction, damage, corruption or recovery of Customer Data.

8. CONFIDENTIALITY

8.1. Required Disclosure. Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.

8.2. Protection of Confidential Information. Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1. Each party represents and warrants to the other party that:

9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;

9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and

9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.4. DISCLAIMER OF CONDITIONS AND WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION.

10.1. ReCollect Indemnification. ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:

10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;
10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect's written approval in accordance with ReCollect's written specification; or

10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.

10.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:

10.2.1. Customer Data, including any processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or

10.2.2. ReCollect's use of Customer Content in providing the Services in accordance with this Agreement.

10.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

10.4. Mitigation. If any of the Services or ReCollect Materials are, or in ReCollect's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party's Intellectual Property rights, or if Customer's or any User's use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:

10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;

10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or

10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.

10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RECOLLECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. LIMITATION OF LIABILITY

11.1. MUTUAL LIMITATION OF LIABILITY. NEITHER PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT WILL EXCEED ONE MILLION DOLLARS ($1,000,000). THE ABOVE LIMITATION APPLIES WHETHER AN ACTION IS UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.

11.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL RECOLLECT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES HOWEVER ARISING, INCLUDING WITHOUT LIMITATION ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE SERVICES OR THE RECOLLECT PLATFORM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. TERMINATION
12.1. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.

12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

(a) is incapable of cure; or

(b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

12.2. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and

(ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;

(c) Customer shall immediately cease all use of any Services or ReCollect Materials and

(i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and

(ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:

(i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;

(ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;

(iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;

(iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and

(v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;

(e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;

(f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and

(g) if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.

12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.
13. **EMERGENCY NOTIFICATIONS**

13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer’s own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.

14. **GENERAL**

14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.

14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party’s prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate’s actions or omissions) or to a purchaser of all or substantially all of such party’s assets, securities or business.

14.3. **Amendments and Waivers.** This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.

14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under “Customer Information” on the Cover Pages.

14.6. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.

14.7. **Unavoidable Events.** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.

14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.

14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged.

Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

____________________________________

End of General Terms and Conditions
**SCHEDULE B: ORDER FORM**

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<tr>
<td>Organization: Charter Township of Orion</td>
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<tr>
<td>Name: Samantha Timko</td>
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## Annual Subscriptions

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<td>SWR-PRD-CAL-STD</td>
<td>$3,753.00</td>
</tr>
<tr>
<td>Waste Wizard</td>
<td>SWR-PRD-WIZ-STD</td>
<td>$2,233.00</td>
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<tr>
<td>Website Tool</td>
<td>SWR-OPT-WEB-STD</td>
<td>Included</td>
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<tr>
<td>Essential Success Package</td>
<td>SCS-PKG-ESS</td>
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## Totals

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</thead>
<tbody>
<tr>
<td>Subscription amount due each subsequent year</td>
<td>Previous Year + CPI</td>
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</table>
SCHEDULE C: SERVICE SCHEDULE

Collection Calendar SWR-PRD-CAL-STD

- Schedule look-up tool:
  - People can search for their collection schedule by entering their address.
  - Predictive search allows for various address formats.
  - Schedules can shift to account for holidays and can handle any level of complexity.
  - Schedules can show multiple configured collection types, such as recycling, yard waste, organics, or Christmas tree collection.
  - Schedules can display other events, such as household hazardous waste days.
  - Schedules can be address-specific, allowing cities to show different collection schedules or options for residential and multi-family addresses.
  - Searched addresses that are in neighboring municipalities can generate a custom message with hyperlink directing those people to the responsible authority.

- Reminders and print calendars:
  - People can sign up for collection day reminders via email, Twitter, text message (with Text Messaging add-on), mobile app notification (with the Mobile App add-on), or an automated phone call.
  - Schedules can be embedded into Outlook, Apple Calendar, or Google Calendar.
  - Reminders can shift to account for holidays.
  - Free printer-friendly collection calendars unique for every address.
  - Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.

- Campaigns:
  - Add educational content to reminders, the Website Tool and Mobile App.
  - Let people know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
  - Educational campaigns can target people in certain collection routes.

- Service alerts:
  - Send out notifications about collection delays, or other important announcements.
  - Send service alerts to everyone enrolled in reminders, or filter by collection route or a geographic location drawn on a map.

- Proactive calendar updates:
  - Optionally, we can provide calendars for each upcoming year for you to approve.
  - Unapproved calendars are not visible to people until you decide they are correct.

- Admin console:
  - Activity and reporting dashboard - get detailed stats about how people are using ReCollect.
  - Easily update the collection schedule anytime with drag and drop interface.
  - Add new streams or events.
  - Add educational content to reminders at any time - let people know about upcoming events, common mistakes, or other important information.
  - Activity reports are emailed to you monthly, and you can check the live dashboards anytime.

- Process during onboarding:
  - You provide:
    - Address, route, and schedule data that conforms to the data format in our Data Guide.
    - Additional data support with our Data Transformation Services Package.
    - Any other relevant information we may request.
We provide:

- An import of your data, setting up your system so people can search for their addresses and find information specific to their location.
- A kickoff call, and meetings throughout the implementation.
- Administrator training.

**Waste Wizard** SWR-PRD-WIZ-STD

- **Waste Wizard material search:**
  - People easily search for how to dispose of different materials.
  - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings.
  - Pre-existing database of thousands of items to help you get started.
  - You can add, modify, and delete items and their instructions at any time.
  - You can create “aliases” for materials that have more than one name (e.g. soda and pop).

- **Drop-off guide:**
  - Include drop-off locations and the items that they accept.
  - Locations can be sorted by actual driving distance from your home (if an address was provided).
  - Locations are shown on a map with estimated driving times.
  - Optionally add a tab to the Website Tool which lists all drop-off locations on a single map.

- **Admin console:**
  - Access activity and reporting dashboard - get detailed stats about:
    - usage,
    - most searched for items, and
    - items searched for that are not in the wizard (so they can be added).
  - Update the wizard, including:
    - Adding or editing items, setting their stream (trash, recycling, drop-off location, bulk collection, etc.)
    - Set special instructions for each item.
    - The list of drop-off locations, transfer stations, and landfills.
    - Customize content to include a map with location results and hours of opening.
    - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
  - Download a monthly activity report, or have it automatically emailed to you.

- **Process during onboarding:**
  - You provide:
    - Details defining the requirements of the Waste Wizard tool, including how materials are disposed of in your area.
    - Any other relevant information we may request.
  - We provide:
    - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area.
Inputting all locations.
Default content and imagery for waste materials.
A kickoff call, and meetings throughout the implementation.
Administrator training.

Website Tool SWR-OPT-WEB-STD

- The Website Tool can be embedded on multiple websites, including your Facebook page and neighborhood or community websites.
- It adapts mobile web browsers giving people the best experience for their screen size.
- Need Help:
  - People can select from a list of common help topics.
  - People can learn how to solve problems by themselves or report them as tickets.
  - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with the Platinum Support Package).
- Custom branded:
  - We can configure the Website Tool to use your color palette and fonts, so that it matches the look and feel of your website.
  - We can create multiple themes so that the Website Tool has a different color palette on each website you embed the Website Tool on.
- Configurable languages:
  - Display all content within the Website Tool in any of our supported languages:
    - Spanish
    - Korean
    - Khmer
    - Simplified Chinese
    - French
    - German
    - Czech
    - Haitian Creole
    - Hungarian
    - Japanese
    - Portuguese
    - Punjabi
    - Russian
    - Vietnamese
- Accessibility:
  - Exceeds WCAG 2.1 Level AA and any other regulatory or legal accessibility compliance requirements for people with disabilities, and it is regularly audited by a certified accessibility auditor.
- Compatibility:
  - The Website Tool has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites etc.), and we have never encountered a website that we cannot work with.
○ We also provide specialized plugins for WordPress and Google Sites.
○ Although unlikely, if any challenges arise with embedding the Website Tool, we will help by working with your CMS or website provider.

● Process during onboarding:
  ○ You provide:
    ■ Details defining the requirements for the Website Tool.
  ○ We provide:
    ■ A small HTML snippet that you can place on your website.
    ■ Place the snippet on as many pages and sites as you want, and the Website Tool will appear in its place.
    ■ The ReCollect Promotion Guide to help you promote your new tools.

**Essential Success Package** SCS-PKG-ESS

● Support hours:
  ○ Up to 20 hours per year of dedicated ReCollect staff time, including industry and technical experts.
  ○ Work generally fulfilled within 15 business days.
  ○ Answers to general questions within two business days.

● Includes:
  ○ Onboarding:
    ■ Consultation to understand your program and goals.
    ■ Custom branding and styling.
    ■ Helping you launch your custom branded and configured tools.
  ○ Configuration changes:
    ■ Changing your collection schedule.
    ■ Language updates.
    ■ Campaign alert setup.
  ○ Success strategy:
    ■ Kickoff with a personalized Communications Plan.
    ■ Semi-annual check-in calls and training to optimize your evolving goals.
    ■ Metrics analysis and benchmarking.
  ○ ReCollect Academy:
    ■ Access our growing library of online training videos, webinars and templates.
  ○ Maintenance:
    ■ 24/7 uptime and performance monitoring.
    ■ Email support 6am-5pm PST on business days.
    ■ Regular annual security audits with a third-party auditor.
    ■ Accessibility compliance with all relevant privacy laws, including GDPR.
  ○ End-user requests:
    ■ Generally responded to or forwarded within 2 business days.
    ■ Certain categories can be immediately forwarded automatically.
Agenda Item Summary

To: Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: April 19, 2021
Memo Date: April 14, 2021
Subject: Budget Adjustment - Brown/Baldwin/Joslyn/Great Lakes Crossing Traffic Study

REQUEST

Direct the Accounting Controller to make the necessary budget adjustments as listed below.

REASON

At the October 7, 2019 regular meeting, the Township Board approved a pass-through agreement between Orion Township and the Southeast Michigan Council of Governments (SEMCOG) for a road safety study. At the same meeting, the Township Board approved cost participation agreements for the SEMCOG road safety study between Orion Township, the City of Auburn Hills, the Michigan Department of Transportation (MDOT), and the Road Commission of Oakland County (RCOC). Additionally, Pulte and Grand Management & Development have committed to contribute towards this study, in lieu of completing an independent traffic study for their respective developments on Brown Road.

The traffic study was expected to be completed in 2020. However, the study experienced delays because of the COVID-19 pandemic and resulting work from home/essential work orders in the Spring/Summer of 2020. As a result, the study has carried over into 2021, with the final report scheduled to be presented to the participating agencies at the end of April 2021.

With the traffic study concluding, OHM will be submitting the final invoice to the Township at the end of April 2021. The Cost Participation Agreements state the Township will invoice the participating agencies the remaining 50% owed upon submittal of the final study and final invoice.

Since the study was expected to be completed in 2020, the full amount for the study was budgeted in 2020, with no allocation in 2021. However, $30,000 of the total $200,000 of the project costs were invoiced in 2021. Further, per the cost participation agreements, 50% of the cost share were invoiced upon execution of the agreement (in 2020), with the remaining 50% due upon receipt of final invoice and final report (which did not occur until April 2021). As a result, Orion Township covered $53,962.16 of the partner’s shares in 2020, which will be reimbursed with the final cost-share invoicing in 2021.

PROCESS

This budget amendment will allocate the remaining revenues and expenditures from the traffic study that were not received or spent in 2020, to 2021.

Revenue to be added to 101-000-674.000 - Private Contributions and Donations: $77,276.10.

Partner agencies will be invoiced as follows:
- Auburn Hills: $17,655.22
- MDOT: $15,664.33
- RCOC: $39,956.55
- Grand Management & Development: $4,000
Expenditures to be added to 101-248-806.000 - Contractual Help: $30,000.
Expenditures are divided amongst the partner agencies as follows:
- Auburn Hills (21%): $6,300.00
- MDOT (18%): $5,400.00
- RCOC (48%): $14,400.00
- Grand Management & Development (part of Orion Township's 13%): $3,900

BUDGET

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RECOMMENDATION (MOTION)
Township Board approval to direct the Accounting Controller to make the necessary budget adjustments adding $77,276.10 to account 101-000-674.000 and $30,000.00 to account 101.248-806.000.
Agenda Item Summary

To: Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: April 19, 2021
Memo Date: April 12, 2021
Subject: Policy - Allowable Costs on Sponsored (Grant) Agreements

REQUEST
The request is to approve the Allowable Costs on Sponsored (Grant) Agreements Policy.

REASON
We were informed by the Township auditors during the Single Audit that we are required to have an Allowable Costs Policy when in receipt of Federal Awards. The attached policy was drafted by the Supervisor's Office and Township attorney, for the Township to be in compliance with this requirement.

PROCESS
Once approved, the policy will be uploaded to the "Policy" folder in the "Employees Resources" folder on the shared drive and implemented as outlined within the policy.

RECOMMENDATION (MOTION)
Approve the Allowable Costs on Sponsored (Grant) Agreements Policy and authorize the Township Supervisor to execute the same.
Policy:
Allowable Costs on Sponsored (Grant) Agreements

1. **Purpose**
   To provide guidance that is compliant with the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for determining allowable costs on federally sponsored (grant) agreements.

2. **Scope**
   This policy applies to all Orion Township departments, programs, and employees responsible for administration and use of federal grant awards. This includes federal awards/funding that are awarded to the Township through a non-federal agency (pass-through, sub-recipient).

   All sponsored agreements at Orion Township are covered under this policy. Some costs identified as unallowable on federally-funded projects may be directly charged to a non-federal project, if permitted by both Township policy and the non-federal sponsor’s agreement.

3. **Responsibility**
   - **Township Supervisor** – responsible for the interpretation and administration of this policy.
   - **Chief Assistant to the Supervisor** – ensures that all disbursements from the award are:
     - Reasonable and necessary to accomplish the project goals,
     - Allowable per the terms of the award and applicable regulations,
     - Authorized and documented,
     - Incurred expenses within the period of availability period, and
     - Reviewed and documented within grant timelines.
   - **Sponsored Program’s Department Staff** – provides assistance to the Chief Assistant.

4. **Policy**
   This policy outlines the principles for determining allowable and unallowable costs of expenses incurred under federal grant awards. Applicable cost principles, established regulations, and the terms of the awards, as well as sub-award agreements must be followed in determining the
reasonableness, allowability, and allocability of costs. The Township must determine if the costs incurred are allowable based on established guidelines.

This policy also provides for Township use of *Central Service Cost Allocation Plans (CAP)* to identify and assign allocated central services costs and billed central service costs for activities or purchases that benefit multiple Township operational activities, programs, or departments. The Township governments claiming central service costs must develop and maintain the plan and related supporting documentation for audit. Federal approval of the Township’s CAP is not required unless specifically requested to do so by the cognizant agency for indirect costs. Where the Township only receives funds as a sub-recipient, the pass-through entity is responsible for monitoring the Township's CAP.

- **Allocated central service costs** are billed on a reasonable basis. Central services provide a benefit to Township department or agencies, but costs are not billed to recipients on a fee-for-service or similar basis. Examples of such services might include general accounting, personnel administration, technology, purchasing, etc.

- **Billed central service costs** are costs that are billed to Township service recipients/programs on an individual fee-for-service or similar basis. Typical examples of billed central services include computer services, transportation services, insurance, and fringe benefits.

All costs and other data used to distribute the costs included in the CAP should be supported by formal accounting and other records that will support the propriety of the costs assigned to Federal awards.

Additionally, many grant sponsors have policies and agreements that provide additional restrictions or guidance on determining allowable costs.

**Allowable Costs**

“Allowable Costs” refer to items of cost, that in general, are costs that can be funded with federal grant dollars as long as the cost fits within a framework of responsible stewardship of public funds. An allowable cost must be charged to an account in accordance with the terms and conditions of the award, as well as Township policy. In addition to conforming to any limitations or exclusions in the sponsored agreement, all expenses charged to sponsored accounts must be reasonable and necessary, allocable, consistently treated, and documented under Generally Accepted Accounting Principles (GAAP).

- **Reasonable (2 CFR 200.404):** A reasonable cost is necessary for the performance of the project and the result of an action that a prudent person would have taken under the
similar circumstances at the time the decision was made to incur the cost. Consideration must be given to whether the type of cost is generally recognized as ordinary and necessary for a similar project, sound business practices, market prices or if the cost is a deviation from established practices and policies.

- **Allocable** (2 CFR 200.425): An allocable cost is incurred specifically for the project and can be charged or assigned to a project in accordance with the relative benefit received. Costs may be distributed in proportions that may be approximated using reasonable methods.

- **Consistently Treated**: A cost must be consistently treated as either a Direct Cost or Indirect Cost, if incurred for the same purpose in similar circumstances. Costs must be consistent with policies and procedures that apply uniformly to both sponsored projects and other Township activities, regardless of the funding source.

- **Accounting Standards**: A cost must be charged and documented in accordance with GAAP and applicable cost accounting standards (CAS).

**Unallowable Costs**

“Unallowable Costs” are expenses that do not meet the requirements of an allowable cost under the provisions of any pertinent law, regulation, or sponsored project. A cost may be either expressly unallowable or directly associated with an unallowable activity.

It is important to note that agencies that sponsor grants and contracts use the term “allowable” to mean permitted as a direct cost under the terms of a specific grant or contract. Expenses that are generally allowable for federal reimbursement may not necessarily be permitted under the terms of a specific grant or contract.

**Compliance Review of Costs**

The Chief Assistant must perform a documented review of all costs charged to sponsored projects in a timely manner to ensure allowability of costs, in accordance with the Uniform Guidance and/or the terms of the specific contract or grant. In addition to the review of costs, a comparison of expenditures with budget amounts must also be performed to verify budget accuracy and determine if a budget revision is necessary. All budget adjustments must be presented to the Board of Trustees for approval.

**Documentation**

All costs on federal sponsored projects must be reasonable and necessary, allocable, consistently treated, and documented under Generally Accepted Accounting Principles (GAAP). In addition, costs must be verified by an authorized Township employee that possesses authority and reasonable appropriateness of the charge (such as the Chief Assistant).
Administrative duties associated with daily financial management of the award may be delegated to appropriate staff. Documentation must be maintained on award expenses by the assigned Department or staff member, in accordance with Township, federal, and state Records Retention Policies, as well as with the terms and conditions of the award.

At the end of the award, the Chief Assistant must certify that all expenditures reported in the general ledger for an award are allowable, in accordance with provisions of the award documents and, where required, corrections have been or will be made. If the Chief Assistant is not available, an individual with direct knowledge of the project (such as the Department Director or the Budget and Procurement Director) may certify on the Chief Assistant’s behalf.

5. **Revisions**

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<th>Description</th>
<th>Author</th>
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<td>00</td>
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<td>Policy Creation</td>
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Agenda Item Summary

To: Board of Trustees  
From: Jeff Stout, Public Services Director  
Meeting Date: April 19, 2021  
Memo Date: April 9, 2021  
Subject: Sanitary Sewer Meter Study

REQUEST
To approve OHM’s proposal of $169,500 for sewer engineering services to perform sanitary sewer metering and analysis.

REASON
To update the previous sanitary system model, verify no major infiltration & inflow (I&I) sources exist, and complete a capacity assessment to help the Township manage the system for future development. The results of this study and analysis will provide the Township with gravity sewer system improvement recommendations that focus on alleviating potential capacity issues and reducing inflow and infiltration.

PROCESS
The major tasks of this study include: metering data collection, metering data analysis, modeling analysis, a written report and digital copy of the report. This report will outline key findings related to hydraulic capacity in the districts metered, and identify significant inflow and infiltration.

$175,000 was budgeted for this project in 2021; the proposal came in underbudget at $169,500.

BUDGET
If yes, fill out information below:

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RECOMMENDATION (MOTION)
To approve the proposal from OHM, not to exceed the amount of $169,500.00 for sanitary sewer metering and analysis.
Orion Township
Capacity Assessment

- Temporary Flow Meter
- County Owned Meter
- Sanitary Gravity Main

Source: Data provided by Orion Township and Oakland County. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet

Map Published: March 29, 2021
April 6, 2021

**Orion Township**  
2525 Joslyn Road  
Lake Orion, MI 48360

Attention: Jeff Stout  
Director of Public Services

Regarding: **Sanitary Sewer Metering Study**  
Proposal for Engineering Services

Dear Mr. Stout:

Per the request of the Orion Township Public Services Department, and based on recent discussions, OHM Advisors is pleased to submit this proposal for engineering services to perform sanitary sewer metering and analysis. We have prepared this proposal and scope outline based on our involvement in previous metering studies with the Township and our understanding of the need to update the previous sanitary system model, verify no major Infiltration & Inflow (I&I) sources exist, and complete a capacity assessment to help the Township manage the system for future development.

**PROJECT UNDERSTANDING**

Performing a metering study every 10 to 15 years allows the Township to monitor flows throughout the system, calculate pipe and pump station capacities, identify potential areas with increased I&I or illicit connections, and “reset” the number of Residential Equivalent Units (REUs) remaining within the Township’s system. The results of this study and analysis will provide the Township with gravity sewer system improvement recommendations that focus on alleviating potential capacity issues and reducing inflow and infiltration.

**SCOPE OF SERVICES**

The major tasks to be completed as part of this study include the following:

- **Task 1: Metering Data Collection**
- **Task 2: Metering Data Analysis**
- **Task 3: Modeling Analysis**
- **Task 4: Reporting**

**Task 1: Metering Data Collection**

A previous capacity assessment was conducted in 2007 as a part of an S-2 grant project. The assessment analyzed existing and future capacities of the Township’s sanitary sewer system at that time. The future flow analysis yielded capacity maps and a projected development spreadsheet that have proven quite useful over the years, but both need updating. This study proposes to collect sewer flow data at the same eight locations as the 2007 study, plus an additional meter in District 1 and an additional meter in District 5 (see attached map). The additional meter in District 1 is recommended due to updated development in this area. The additional meter in District 5 is recommended to account for General Motors’ discharge more accurately (the previous study only had an estimate at the time). Flow meters will be rental units and associated costs will be reflected in the Fee Schedule of this proposal.
The following items will be included in this task:

- Meter site investigation and confirmation, rental, installation, and service for ten (10) meters for six (6) months, or until sufficient dry and wet weather flows are established. If a longer time period for metering is required, additional costs will be discussed with the Township.
- Meter service once every four to six weeks, which is typically sufficient to maintain the meters.
- Instead of deploying and maintaining a separate rain gauge for this study, OCWRC rain gauge data will be sourced for the duration of the metering period.
- Meter removal.
- Review, process, and prepare flow and rain data collected for analysis.

Task 2: Metering Data Analysis
Using metering data from the ten temporary meters and permanent County meters, OHM will develop ten hydrologic models for the metered districts. Capacity, I&I conditions, and wet weather peaking factors will be examined to determine if a district(s) has a disproportionate contribution to the system.

Task 3: Modeling Analysis
PCSWMM software will be utilized to model the Township’s interceptor and main collector sewers. Smaller local sewers tend to serve small areas that tend to be less critical for capacity evaluation. The minimum pipe size in these areas tend to provide sufficient capacity to serve individual streets served by local sewers. We can extend the model to include one or two local sewers if there are locations with concerns. An evaluation of the hydraulic capacity of the pump stations and sewers will be conducted to determine the Township’s remaining capacity compared to the REUs. The analysis will also identify key areas of possible I&I for the Township to investigate further prior to OHM producing the final memorandum. OHM will schedule a meeting with the Township to discuss the results of the modeling analysis.

Task 4: Reporting
A written report will be provided to the Township as documentation of the metering work and its findings. The report will outline key findings related to hydraulic capacity in the districts metered during this study and identification of meter districts with significant I&I. Cost recommendations for sewer upgrades based on pipe size and length will be computed. Suggested next steps for further investigations in the districts identified to have high I&I shall be included as well. A draft report will be submitted to the Township and OHM will meet to review the findings. Once finalized, a digital copy of the report will be delivered to the Township along with the applicable meter data, etc.

One (1) meeting with Township Staff and one (1) presentation to the Board of Trustees to discuss project results are included in this proposal.

SCHEDULE
OHM Advisors will begin work on Task 1 of this project within one (1) month of authorization. OHM proposes to begin metering in early April 2021 with completion of metering in early October 2021. We anticipate that a draft report can be submitted to the Township for review by April 2022 and a final completed report delivered to the Township by May 16, 2022. The anticipated schedule is shown below:

<table>
<thead>
<tr>
<th>Task</th>
<th>(Task)</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metering Data Collection</td>
<td>(Task 1)</td>
<td>April 2021 – October 2021</td>
</tr>
<tr>
<td>Metering Data Analysis</td>
<td>(Task 2)</td>
<td>August 2021 – December 2021</td>
</tr>
<tr>
<td>Modeling Analysis</td>
<td>(Task 3)</td>
<td>December 2021 – March 2022</td>
</tr>
<tr>
<td>Reporting</td>
<td>(Task 4)</td>
<td>March 2022 – May 2022</td>
</tr>
</tbody>
</table>
FEE SCHEDULE
OHM proposes to perform the above scope of services for the not to exceed fee broken down below. The Township will be billed monthly on a percent complete basis. The following fee breakdown is presented below:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kickoff/Management</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Task 1: Metering Data Collection</td>
<td></td>
</tr>
<tr>
<td>Meter Rental</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Meter Installation/Field Service/Removal</td>
<td>$38,000.00</td>
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<tr>
<td>Task 2: Metering Data Analysis</td>
<td></td>
</tr>
<tr>
<td>Data review and analysis</td>
<td>$23,400.00</td>
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<tr>
<td>H2Ometrics fee</td>
<td>$5,100.00</td>
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<tr>
<td>AMM license fees</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Task 3: Modeling Analysis</td>
<td>$22,400.00</td>
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<tr>
<td>Task 4: Reporting</td>
<td>$7,600.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$169,500.00</strong></td>
</tr>
</tbody>
</table>

ASSUMPTIONS AND CLARIFICATIONS
- Monthly update meetings with the Township will suffice for the duration of the project.
- The Township will provide additional traffic control for meter sites located in high traffic areas.
- All of the previous metering locations are still accessible.
- OHM will supply a full field crew for the installation and removal of all ten flow meters.
- OHM will supply one field crew member for the one day per month meter calibrations. The Township will provide at least two other confined space certified members to perform the maintenance and calibrations.
- Rain gauge data will be sourced from OCWRC’s rain data network.
- Six months will prove long enough to capture one or two significant rain events required for the model calibration effort.
- Capacity analysis and modeling efforts will follow the EGLE 2001 SSO policy.

COVID-19 DISCLAIMER
As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Township, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as required resource agencies, and key staff illness that neither OHM Advisors nor the Township have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Township’s staff to develop a plan to deal with unforeseen issues.
ADDITIONAL SERVICES
In the event that it becomes apparent that additional tasks will be required to complete the project, we will submit a request for approval prior to carrying out the tasks. Additional services can be provided on a time and materials basis or an agreed upon fee.

We thank you for this opportunity to provide professional engineering services. If you have questions regarding this proposal or require additional information, please contact me at (248) 751-3102.

Sincerely,
OHM Advisors

James Stevens, P.E.

End: 2021 Meter Map Figure
cc: Bill Basikgow, Township Water & Sewer Superintendent
Agenda Item Summary

To:    Board of Trustees
From:  Chris Barnett, Township Supervisor
Meeting Date:  April 19, 2021
Memo Date:  April 14, 2021
Subject:  Purchase - Server Upgrade

REQUEST
The request is the authorize the purchase of an upgrade for the Township's BS&A/File Server in an amount not to exceed $13,875.85.

REASON
Beginning March 24, 2021, the Township is authorized by Michigan Public Act No. 283 (House Bill No. 5197) to store and reproduce construction documents electronically. To be in full compliance of the Act, the Township must be able to make the electronic files easily accessible on the Township's website. This will free up physical storage space at Township Hall, as well as allow residents and other interested parties to access documents online, without having to physically come into Township Hall.

The Township will be able to use Laserfiche, the current electronic records management software, to make the documents accessible on the Township's website. However, Laserfiche currently operates on the Township's internal server. For enhanced security, I.T. Right, the Township’s Managed IT consultant, has advised the Township to purchase a new server specifically for the public-facing piece of Laserfiche, so that there is not a public facing tool connected to the internal network. Additionally, the Township is reaching capacity on its server and this upgrade will also include added space on the internal network.

PROCESS
The request is to have the cost for the server upgrade charged to the Disaster Contingency fund as an eligible COVID-19 expense. The server purchase and upgrade was not budgeted for in 2021; it includes enhancements to Township IT security; and it will allow the Township to make public records available electronically, reducing the need for the public to physically come to Township Hall for public records.

The Township has been notified that they will be receiving funds from the American Rescue Plan Act of 2021 to help with expenses related to the COVID-19 Pandemic. All the details have not fully been released. In the rare circumstance that funds are not received thru the American Rescue Plan Act of 2021, a contribution will be made to the Disaster Contingency Fund from each individual Fund/Department to cover this necessary expenditure.
**Fund Name:** 258 - Disaster Contingency

**Purchase Order Number:** 21-0432

**Budget Adjustment Needed:** ☒

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AMENDED BUDGET</th>
<th>AVAILABLE BALANCE</th>
<th>COST</th>
<th>REMAINING BUDGET</th>
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</thead>
<tbody>
<tr>
<td>258-426-977.000 – Capital Outlay - Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$7,896.84</td>
<td>$0</td>
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<tr>
<td>258-426-807.000 - Data Processing</td>
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<td>$0</td>
<td>$3,099.01</td>
<td>$0</td>
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<tr>
<td>258-426-806.000 - Contractual Help</td>
<td>$0</td>
<td>$0</td>
<td>$2,880.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

**RECOMMENDATION (MOTION)**

The recommended motion is to authorize the purchase of a server upgrade as quoted by I.T. Right in an amount not to exceed $13,875.85.
ENROLLED HOUSE BILL No. 5197

AN ACT to amend 1992 PA 116, entitled “An act to designate and regulate the method and medium for the storage and reproduction of certain records; to provide for the certification of certain records; and to prescribe the powers and duties of certain governmental entities and officials,” (MCL 24.401 to 24.406) by adding section 2a.

The People of the State of Michigan enact:

Sec. 2a. (1) A municipality may reproduce in any electronic or digital file format a construction document that is or has been presented to a building official or department of that municipality if all of the following conditions are met:

(a) The electronic or digital file format used by the municipality captures the entire construction document.

(b) The accuracy of the construction document to be reproduced in an electronic or digital file format is confirmed by a building official of that municipality, the planning commission of that municipality, or a signed affidavit from the individual who created the construction document.

(c) The construction document reproduced in an electronic or digital file format is easily accessible and publicly available at the clerk’s office and on the municipality’s website.

(d) In addition to the electronic or digital file format used by the municipality, the construction document is also reproduced in a portable document format (PDF) or another widely used secure electronic format.

(e) A physical copy of the construction document reproduced in an electronic or digital file format is available from the clerk of the municipality, or his or her designee, for a reasonable fee.

(f) A redundant copy of the construction document reproduced in an electronic or digital file is kept at a bonded third-party digital storage vendor.

(2) Except as otherwise provided in this subsection, if a municipality electronically or digitally reproduces a construction document as provided in subsection (1), the original construction document may be disposed of or destroyed as authorized under section 11 of the Michigan history center act, 2016 PA 470, MCL 399.811. If the original construction document reproduced in an electronic or digital file format is for or involves a historic site, the original construction document must be retained by the municipality and may not be disposed of or destroyed.
(3) As used in this section:

(a) “Bonded third-party digital storage vendor” means a business that provides digital storage and that maintains liability insurance against negligence with a minimum policy limit of $500,000.00 per occurrence.

(b) “Construction document” includes, but is not limited to, the specifications, bid documents, instructions to bidders, contract, bonds, drawings, blueprints, permits, site plans, change work orders, or stop work orders for a construction project.

(c) “Historic site” means any building recognized under federal or state law as being a historic site including, but not limited to, any historic site listed on the state register of historic sites that is maintained under section 4 of the Governor John B. Swainson Michigan historical markers act, 1955 PA 10, MCL 399.154.

(d) “Municipality” means a county, city, village, or township.

Enacting section 1. This amendatory act does not take effect unless House Bill No. 5198 of the 100th Legislature is enacted into law.
I.T. RIGHT

Information Technology Solutions that Work for Local Government

5815 East Clark Rd Suite G
Box 160
48808 Bath
United States

QUOTE

Number: ITRQ19485
Date: Apr 14, 2021

Sold To
Orion Township-Oakland
Samantha Timko
2525 Joslyn Rd.
48360 Lake Orion
United States

Ship To
Orion Township-Oakland
Samantha Timko
2525 Joslyn Rd.
48360 Lake Orion
United States

From The Desk Of
RAllen
855-487-4448 ext 5
rallen@itright.com

Phone: (248) 391-0304
Fax: 248-393-6858

Phone: (248) 391-0304
Fax: 248-393-6858

<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>BS&amp;A / File Server Quote (rackmount)</td>
<td>$7,896.84</td>
<td>$7,896.84</td>
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<tr>
<td>2</td>
<td>1</td>
<td>SuperServer 6029P-WTR</td>
<td>$7,896.84</td>
<td>$7,896.84</td>
</tr>
</tbody>
</table>

- Supermicro SuperServer 6029P-WTR - 2U - 8x SATA - Dual 1-Gigabit Ethernet - 12x DDR4 - 1200W 1+1 Redundant
- 2 x Intel Xeon Silver 4208 Processor 8-Core 2.1GHz 11MB Cache (85W)
- 12 x 8GB PC4-23400 2933MHz DDR4 ECC RDIMM
- 4 x 8TB SATA 6.0Gb/s 7200RPM - 3.5" - Seagate Exos 7E8 Series (512e/4Kn)
- 2 x 480GB Micron 5300 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive
- 2 x 960GB Micron 5300 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive
- Lite-On Slim 8x DVD-RW / 24x CDR Combo (SATA) multi
- LSI MegaRAID 9341-8i SAS 12Gb/s PCIe 3.0 8-Port Controller
- Intel 1-Gigabit Ethernet Server Adapter I350-T2V2 (2x RJ-45)
- 2 x IEC320 C13 to C14 Power Cable - 16AWG - 250V/13A - 6ft / 1.8M (TAA Compliant)
- Supermicro Update Manager (SUM) (OOB Management Package)

- Microsoft Windows Server 2019 Standard (16-core)
- 3 Year Advanced Parts Replacement Warranty (Zone 0)

RAID Configuration
LSI 3008 [SAS 12, 8 ports]
RAID 1 (*OS) -> 2 x 480GB Micron 5300 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive
RAID 1 (BS&A DB) -> 2 x 960GB Micron 5300 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive

* For orders over $5000, payment for the hardware/software is required prior to processing the order.

Thanks for choosing I.T. Right!
<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td>RAID 1 (Data)-&gt; 2 x 8TB SATA 6.0Gb/s 7200RPM - 3.5&quot; - Seagate Exos 7E8 Series</td>
<td>$3,099.01</td>
<td>$3,099.01</td>
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<tr>
<td></td>
<td></td>
<td>RAID 1 (Laserfiche VM) -&gt; 2 x 8TB SATA 6.0Gb/s 7200RPM - 3.5&quot; - Seagate Exos 7E8 Series</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Config ID # 70232</td>
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<td>4</td>
<td>24</td>
<td>Microsoft SQL Server 2019 Standard - License - 2 Core - Volume, Local</td>
<td>$150.00</td>
<td>$3,600.00</td>
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<td></td>
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<td>Government, Microsoft Qualified - Microsoft Open License for Government -</td>
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<td></td>
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<td>English - PC</td>
<td></td>
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<td>5</td>
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<td>20.0% Loyalty Discount</td>
<td></td>
<td>-$720.00</td>
</tr>
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<td>6</td>
<td></td>
<td>** IT Right will require payment for the hardware/software, prior to</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>processing the order.</td>
<td></td>
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<tr>
<td>7</td>
<td></td>
<td>Scope:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Laserfiche is more pressing and will be setup as a virtual machine. VM is</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>to be on a DMZ vlan to allow secure internal network traffic as well as</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>enable the laserfiche external web link, which will enable access from the</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>website.</td>
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<tr>
<td></td>
<td></td>
<td>Then we will migrate orion-apps to the host machine. AD, DNS, BSA, file and</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>print shares.</td>
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<td></td>
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</tbody>
</table>

** SubTotal $13,875.85  
** Tax $0.00  
** Shipping $0.00  
** Total $13,875.85

* For orders over $5000, payment for the hardware/software is required prior to processing the order.

Thanks for choosing I.T. Right!
REQUEST
To approve the purchase of King Vision A-Blade Video Laryngoscopes and accessories as part of the ALS equipment transition.

REASON
The King Vision video laryngoscope is a tool used to directly visualize the placement of breathing tubes in patients. Studies have shown up to a 25% increase in tube placement success using the King Vision.

PROCESS
These tools and accessories have been budgeted for as a part of the transition to ALS.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AMENDED BUDGET</th>
<th>AVAILABLE BALANCE</th>
<th>COST</th>
<th>REMAINING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>206-336-977.000 – Capital Outlay - Equip</td>
<td>$520,814</td>
<td>$520,814</td>
<td>$5,999.96</td>
<td>$514,814.04</td>
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<tr>
<td>206-336-743.000 - Medical Supplies</td>
<td>$60,000</td>
<td>$47,929</td>
<td>$2,865.99</td>
<td>$45,063.01</td>
</tr>
</tbody>
</table>

RECOMMENDATION (MOTION)
Authorize the Fire Chief to purchase the King Vision A-Blade Video Laryngoscopes and accessories with an amount not to exceed $8,865.95.
**Quotation**

**Account Number:** 150269-SHIP003

**BILL-TO**
ORION TOWNSHIP FIRE DEPT  
3365 GREGORY RD  
LAKE ORION, MI 48359-2014

**SHIP-TO**
ORION TOWNSHIP FIRE DEPT  
3365 GREGORY RD  
LAKE ORION, MI 48359-2014

**Ship Method:** NO FRT  
**Payment Terms:** NET 30

**Contact Name:** .  
**Phone Number:** .

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<tr>
<th>Item</th>
<th>UOM</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext.Price</th>
<th>Exp.Date</th>
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<tbody>
<tr>
<td>2146-KV131</td>
<td>1/EA</td>
<td>King Vision aBlade Kit incl 1 Reusable Digital Display, 4 Channeled, 2 St, Adapter</td>
<td>4</td>
<td>$1,499.99</td>
<td>$5,999.96</td>
<td>06/30/2021</td>
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<tr>
<td>2146-KVA33</td>
<td>1/EA</td>
<td>King Vision Video Laryngoscope Adult aBlade, Size 3 Channeled, use with aBlade Adapter</td>
<td>1</td>
<td>$13.39</td>
<td>$13.39</td>
<td>06/30/2021</td>
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<tr>
<td>2146-KVA23</td>
<td>1/EA</td>
<td>King Vision Pediatric aBlade Channeled Size 2, use with aBlade Adapter 20ea/cs</td>
<td>8</td>
<td>$15.79</td>
<td>$126.32</td>
<td>06/30/2021</td>
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<tr>
<td>2146-KVA12</td>
<td>1/EA</td>
<td>King Vision Pediatric aBlade Standard Size 1, use with aBlade Adapter 20ea/cs</td>
<td>8</td>
<td>$15.79</td>
<td>$126.32</td>
<td>06/30/2021</td>
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<tr>
<td>2146-KVA14</td>
<td>1/EA</td>
<td>King Vision Pediatric aBlade Adapter, for aBlade Size 1 and 2</td>
<td>4</td>
<td>$649.99</td>
<td>$2,599.96</td>
<td>06/30/2021</td>
</tr>
</tbody>
</table>

**Quote Total** $8,865.95

**Comments:**

Edward J. Draper - BASc, Paramedic IC, FF  
Boundtree | Michigan Account Manager  
Phone: 614.760.5165 | Mobile: 810.588.3424  
Edward.Draper@BoundTree.com |

Sales tax will be applied to customers who are not exempt.  
Shipping charges will be prepaid and added to the invoice unless otherwise stated.  
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart.
or call (800) 533-0523
fax (800) 257-5713
Agenda Item Summary

To: Chris Barnett, Supervisor
    Board of Trustees
From: Robert Duke, EFO
    Fire Chief
Meeting Date: April 19, 2021
Memo Date: April 05, 2021
Subject: Fire Department Annual Hose and Ladder Testing

REQUEST
The Fire Department is requesting authorization to sign agreement with Waterway of Michigan to perform annual required Hose, Hard Suction and Ground Ladder testing in the amount of $8,802.85

REASON
Hose, Hard Suction and Ground Ladder testing is a NFPA requirement for all Fire Departments on an annual basis. These tests are designed to make sure all equipment is ready for emergency use and any failures are identified and taken out of service

PROCESS
The Fire Department has used Waterway of Michigan for over 10 years to complete these tests. Waterway is a single source provider and is used by many fire departments in Michigan. Waterway holds historical records of all equipment. A 2021 quote was requested and reviewed compared to 2020. There was a $.01 cent increase per foot of hose from 2020.

BUDGET
If yes, fill out information below:

| Financial Item? | ☒ |
| Expected Invoice Date: | 8/1/2021 |
| Project/Grant Tracking? | ☐ |
| Reviewed by Budget Director? | ☒ |

<table>
<thead>
<tr>
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<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
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<tr>
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<td>Hose and Ladder annual testing</td>
<td>$12,500</td>
<td>$8,802.85</td>
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</tbody>
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RECOMMENDATION (Motion)
Authorize the Fire Department to sign agreement with Waterway of Michigan for annual hose and ladder testing in the amount of $8,802.85.
Waterway Of Michigan
Because your hose knows

To: John Pender
Orion Twp FD
2525 Jocelyn Rd.
Orion, MI, 48360
248-693-1529
E-mail: jpender@oriontownship.org

<table>
<thead>
<tr>
<th>Job</th>
<th>Payment Terms</th>
<th>Due Date</th>
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<tbody>
<tr>
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<th>Unit Price</th>
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<tbody>
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<td>423 ft</td>
<td>Ground Ladder</td>
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<td>Heat Sensors</td>
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<tr>
<td></td>
<td>UL Labels</td>
<td>$4.00 per set</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hard Suction</td>
<td>$35.00 per section</td>
<td>$385.00</td>
</tr>
</tbody>
</table>

Customer to receive data upon receipt of payment.

Quotation prepared by: 

This is a quotation on the services named, subject to the conditions noted below:

Waterway Of Michigan will inspect and test all listed products according to NFPA specifications. It is expressly understood and agreed that Waterway Of Michigan shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, expressed or implied, statutory or otherwise, relative to the use of any product after the date of the inspection. Furthermore, Waterway Of Michigan shall not be held liable, obligated or accountable for any items that may fail during testing under specified conditions and procedures. All reports will be sent upon receipt of payment. Tax shall be charged unless tax ID # and tax exempt certificate are provided. For hose testing it is the responsibility of the customer to have an area 300' CV and a pressurized water source available. For some services we use a 3rd party.

To accept this quotation, sign here and return: 

Date 

Thank you for your business!
Agenda Item Summary

To: Board of Trustees

From: Chris Barnett
   Township Supervisor

Meeting Date: April 19, 2021
Memo Date: April 13, 2021
Subject: Committee Appointment

REQUEST:
The Environmental Resource Committee currently has a vacancy for a Voting Member. The Committee would like to move Michele Arquette-Palermo from the Alternate position to the Voting Member position.

REASON:

PROCESS:

BUDGET
If yes, fill out information below:

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

RECOMMENDATION (Motion)
Appoint Michele Arquette-Palermo as a Voting Member of the Environmental Resource Committee for a term expiring 12-31-2023, and post the resulting vacancy of an Alternate member.
Agenda Item Summary

To: Board of Trustees
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: April 19, 2021
Memo Date: April 13, 2021
Subject: Sale of Used Equipment - Parks & Recreation

REQUEST
The request before the board is authorization to sell various used parks items at our community garage sale on April 23, 2021.

REASON
We have several pieces of equipment that are either no longer needed or are in disrepair and have been replaced.

PROCESS
We will be disposing of the equipment using a sealed bid process; the items will be on display at the sale, and we will be accepting bids at that time. The high bidders will be noticed following the event and will be given the opportunity to complete the sale; unsold items will either be kept and sold at a future sale or disposed of responsibly.

RECOMMENDATION (MOTION)
Board action would be to authorize the sale of used equipment via sealed bid at the annual Community Garage Sale
REQUEST
The request is to award the bid for Technology for New Campus to Allcomm, Inc.

REASON
On March 3, 2021, the Township issued a Request for Proposal (RFP) for “Technology for New Campus.” Responses were due March 22, 2021, and 19 bids were received for all or portions of the RFP.

A review committee consisting of Supervisor Chris Barnett, Chief Assistant Samantha Timko, Parks Superintendent David Raftery, and AKA Architect Scott Reynolds reviewed the proposals in terms of pricing, qualifications, and approach to the project. Four companies were interviewed for the audio-visual components of the project, and three companies were requested to provide written responses to questions pertaining to the cabling piece of the RFP.

Following the review and interviews, as well as receiving a best and final offer from Allcomm, the committee recommends award of the bid for “Technology for New Campus” to Allcomm, Inc.

Allcomm, Inc. is a managed service provider in the Great Lakes region, with over 20-years experience. They come recommended to the Township by Cunningham-Limp, construction managers for the New Municipal Campus. Allcomm was one of only two firms to submit a proposal inclusive of all aspects of the project. Their original proposal was for a total of $777,331.75. Following interviews, Allcomm provided an updated bid of $671,324.23 with value engineering. The adjusted pricing breakdown has been attached to this memo.

PROCESS
This is a known expense related to the construction of the New Municipal Complex, with a $950,000 budget. It is recommended to include a contingency of approximately $80,000 (or just over 10%), for a not-to-exceed amount of $750,000. This brings the total to $200,000 below budget.

BUDGET

<table>
<thead>
<tr>
<th>Fund Name: 470 - Municipal Building</th>
<th>Project/Grant Tracking?</th>
<th>☒</th>
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</thead>
<tbody>
<tr>
<td>Purchase Order Number: 21-0434</td>
<td>Expected Invoice Date: 7/2/2021</td>
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<tr>
<td>Budget Adjustment Needed: □</td>
<td>Reviewed by Budget Director: ☒</td>
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</table>

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AMENDED BUDGET</th>
<th>AVAILABLE BALANCE</th>
<th>COST</th>
<th>REMAINING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>470-958-975.000-19MB001 – Capital Outlay - Equipment</td>
<td>$14,669,504</td>
<td>$12,140,754</td>
<td>$750,000</td>
<td>$11,390,754</td>
</tr>
</tbody>
</table>

☑ Consent □ Pending
RECOMMENDATION (MOTION)
The recommended motion is to award the bid for Technology for New Campus to Allcomm, Inc in an amount not to exceed $750,000, and authorize the Township Supervisor to execute the same.
Samantha,

I pressed hard with my suppliers and was able to really make a difference. I also pushed on the vendors we plan to use and had some great results. While working with the security vendor I found some errors in pricing as far as dividing the costs between access and intrusion so there is a price change on intrusion (alarm). We were able to reduce the access pricing, cable pricing, and AV pricing. The signage pricing, while we are able to keep it the same the models we specified in our quote have increased in price. Please keep in mind that we quoted commercial grade monitors with 3-year warranty.

Please review the updated pricing listed below and let me know if you have any questions.

<table>
<thead>
<tr>
<th>Township</th>
<th>Cabling</th>
<th>Video</th>
<th>Access</th>
<th>AV</th>
<th>LAN</th>
<th>Signage</th>
<th>Alarm</th>
<th>Video</th>
<th>AV</th>
<th>LAN</th>
<th>Interrogation</th>
<th>Alarm</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allcomm</td>
<td>$131,122.18</td>
<td>$40,623.00</td>
<td>$177,912.00</td>
<td>$258,556.00</td>
<td>$40,267.00</td>
<td>$92,815.00</td>
<td>$4,330.00</td>
<td>$46,446.00</td>
<td>$19,439.00</td>
<td>$7,627.00</td>
<td>$11,670.00</td>
<td>$4,472.00</td>
<td>$2,046.00</td>
</tr>
<tr>
<td>Revised</td>
<td>$116,325.00</td>
<td>$40,623.00</td>
<td>$177,912.00</td>
<td>$213,507.80</td>
<td>$40,267.00</td>
<td>$92,815.00</td>
<td>$8,052.00</td>
<td>$35,951.43</td>
<td>$19,439.00</td>
<td>$7,627.00</td>
<td>$11,670.00</td>
<td>$4,472.00</td>
<td>$1,887.00</td>
</tr>
</tbody>
</table>

Thank you,

Bryan Berry

CONFIDENTIALITY NOTICE:
This email message and any accompanying data or files is confidential and may contain privileged information intended only for the named recipient(s). If you are not the intended recipient(s), you are hereby notified that the dissemination, distribution, and/or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at the email address above, delete this email from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.
REQUEST

REASON
The Baldwin Road paving & streetscape project is nearing completion with Phase I complete. The phase I maintenance is 100% Township responsibility at this time. Phase II maintenance is still under contract and will not become the Township's responsibility until April 2023 (with the exception of mowing).

PROCESS
OHM worked with the Township to craft an RFP. The bids were advertised and returned to the Clerk's Office. A review of the quotes took place. Superior Scape, Inc. was the low bidder. The 2-year cost (including anticipated time & material) is $167,449.00.

The CIA budgeted to contribute $100,000 to the 'General Fund - Building & Grounds' for Maintenance. Because the two year Superior Scape, Inc. contract spans over three budget years, conservatively $83,725 (1/2 of the awarded contract) will be earmarked in the 2021 budget for this contract and will be revisited at the end of 2021 to determine 2022's budget and January-April 2023's budget not to exceed $167,449.00.

BUDGET

<table>
<thead>
<tr>
<th>Account Number/Name</th>
<th>Amended Budget</th>
<th>Available Balance</th>
<th>Cost</th>
<th>Remaining Budget</th>
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</thead>
<tbody>
<tr>
<td>101-265-806.000 - Contractual Help</td>
<td>$141,000</td>
<td>$139,573</td>
<td>$83,725</td>
<td>$55,848</td>
</tr>
</tbody>
</table>

RECOMMENDATION (MOTION)
Approve a two-year Baldwin Road streetscape maintenance contract with Superior Scape, Inc. in the amount not to exceed $167,449.00 with the contract beginning April 2021 and ending April 2023.
April 14, 2021

Chris Barnett
Township Supervisor
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

RE: Baldwin Road Streetscape Maintenance
Recommendation of Award

Dear Mr. Barnett:

Sealed bids for the Baldwin Streetscape Maintenance project were received and publicly read aloud on Friday, April 9, 2021, at Township Hall, at 2:00 pm. Proposals were received by the Township from two (2) bidders. We have reviewed and checked the bids, and attached the Bid Tabulation for your information. The project was bid as a 2-year project. The two bidders are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>2-YEAR COST (base bid)</th>
<th>2-YEAR COST (incl anticipated T&amp;M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superior Scape, Inc.</td>
<td>$133,749.00</td>
<td>$167,499.00</td>
</tr>
<tr>
<td>Curbco Inc.</td>
<td>$161,898.00</td>
<td>$186,898.00</td>
</tr>
</tbody>
</table>

The project scope consists of sign replacement, street sweeping, mowing, landscape maintenance of Phase I and general as-needed hardscape maintenance items of the streetscape elements along the Baldwin Road corridor.

Superior Scape, Inc. is the apparent lowest responsible bidder for this project. In checking with the provided references, we have determined that Superior Scape, Inc. has satisfactorily completed similar projects for the other southeast Michigan communities such as the City of Birmingham, Notre Dame Prep, and Phase III of the Baldwin Streetscape for Orion Township. They have over 30 years of experience on projects that concentrate on landscape maintenance, installation, and design. It is anticipated that 10 signs and 10 posts will be replaced per year, and approximately $7,500 will be used for miscellaneous T&M work per year. Therefore, we recommend award of this 2-year contract to Superior Scape, Inc., in the total amount of $167,499.00 per the unit prices bid for the project including the anticipated as-needed items (sign replacement and miscellaneous T&M work).
If you have any questions, please do not hesitate to give me a call at (248) 751-3103.

Sincerely,
OHM Advisors

Andrew Cousino, PE
Project Manager

Encl:  Bid Tabulation
cc:  Penny S. Shults, Clerk
     Donni Steele, Treasurer
     Jeff Stout, Director of Public Works
     Shannon Ridley, Superior Scape Inc., 51989 Schoenherr Rd. Shelby Twp., MI 48315

File:
P:\0101_0125\0121200060_Baldwin_Rd_Streetscape_Maint\PM\Correspondence\Award Recommendation_Baldwin Streetscape Maint_4-14-2021.docx
BID FORM for  
Baldwin Road Streetscape Maintenance  
Charter Township of Orion, Oakland County, State of Michigan  
OHM Job Number: 0121-20-0260

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Decorative Trash Receptacle Installation</td>
<td>4.00 Ea</td>
<td>$100.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>2</td>
<td>Decorative Trash Receptacle Pick-Up (Bi-Weekly)</td>
<td>1.00 LSUM</td>
<td>$1,690.00</td>
<td>$1,690.00</td>
</tr>
<tr>
<td>3</td>
<td>Sign Replacement, Post</td>
<td>As Needed Ea</td>
<td>$375.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>4</td>
<td>Sign Replacement, Border</td>
<td>As Needed Ea</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>5</td>
<td>Street Sweeping, Additional Sweeps</td>
<td>As Needed Ea</td>
<td>$2,055.00</td>
<td>$2,055.00</td>
</tr>
<tr>
<td>6</td>
<td>Street Sweeping</td>
<td>1.00 LSUM</td>
<td>$2,785.00</td>
<td>$5,570.00</td>
</tr>
<tr>
<td>7</td>
<td>Irrigation System (Start Up &amp; Winterization)</td>
<td>1.00 LSUM</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>8</td>
<td>General Landscape Maintenance</td>
<td>1.00 LSUM</td>
<td>$27,670.00</td>
<td>$27,670.00</td>
</tr>
<tr>
<td>9</td>
<td>General Mowing Services</td>
<td>1.00 LSUM</td>
<td>$47,104.00</td>
<td>$47,104.00</td>
</tr>
</tbody>
</table>

Subtotal for Bid Items (ITEMS 1-9 incl.): **BID FOR ONE YEAR**  

**$86,489.00**

10 Irrigation Repair  
See Supplemental Specs (Sec. 4) for T&M Submittal Requirements  **$75.00**

11 General Electrical & Lighting Repair  
See Supplemental Specs (Sec. 4) for T&M Submittal Requirements  **$95.00**

12 Pedestrian Light Banner Substitution  
See Supplemental Specs (Sec. 4) for T&M Submittal Requirements  **90.00**

Subtotal for Time & Material Items (ITEMS 10-12 incl.):  

**$260.00**

13 Snow Removal  
1.00 LSUM  $44,685.72  $44,685.72

Subtotal (ITEM 13 incl.):  

**$44,685.72**

Total Bid Amount (ITEMS 1-13 incl.):  

**$131,434.72**
# Bid Form for
Baldwin Road Streetscape Maintenance
Charter Township of Orion, Oakland County, State of Michigan
OHM Job Number: 0121-20-0260

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Decorative Trash Receptacle Installation</td>
<td>4.00 Ea</td>
<td>$154.80</td>
<td>$619.20</td>
</tr>
<tr>
<td>2</td>
<td>Decorative Trash Receptacle Pick-Up (Bi-Weekly)</td>
<td>1.00 LSUM</td>
<td>$39.375</td>
<td>$20.475</td>
</tr>
<tr>
<td>3</td>
<td>Sign Replacement, Post</td>
<td>As Needed Ea</td>
<td>$69.80</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sign Replacement, Border</td>
<td>As Needed Ea</td>
<td>$23.70</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Street Sweeping, Additional Sweeps</td>
<td>As Needed Ea</td>
<td>$342.30</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Street Sweeping</td>
<td>1.00 LSUM</td>
<td>$3.623</td>
<td>$14.492</td>
</tr>
<tr>
<td>7</td>
<td>Irrigation System (Start Up &amp; Winterization)</td>
<td>1.00 LSUM</td>
<td>$1.323</td>
<td>$1.323</td>
</tr>
<tr>
<td>8</td>
<td>General Landscape Maintenance</td>
<td>1.00 LSUM</td>
<td>$28.877</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>General Mowing Services</td>
<td>1.00 LSUM</td>
<td>$62.390</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal for Bid Items (ITEMS 1-9 incl.): $133,749

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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Irrigation Repair</td>
<td>$63/hr</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>General Electrical &amp; Lighting Repair</td>
<td>$84/hr</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Pedestrian Light Banner Substitution</td>
<td>$105/hr</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal for Time & Material Items (ITEMS 10-12 incl.): $SEE INDIVIDUAL HOURLY RATES

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Snow Removal</td>
<td></td>
<td>$332,327</td>
</tr>
</tbody>
</table>

*Includes urea application per specifications

Subtotal (ITEM 13 incl.): $332,327

*Snow removal plow option not included in bond amount per Hannah McManus/OMM advises

Total Bid Amount (ITEMS 1-13 incl.): $466,076

BID FOR TWO YEARS
Agenda Item Summary

To: Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: April 19, 2021
Memo Date: April 15, 2021
Subject: Resolution - State of Emergency

REQUEST
Approve the Resolution to declare a State of Emergency within Orion Township, and authorize all Township Boards, Committees, and Subcommittees to meet remotely through December 31, 2021.

REASON
Per the Open Meetings Act, the ability for Township Boards to meet remotely for any reason expired on March 31, 2021. Following March 31, 2021, Township Boards may only meet remotely due to military duty, a medical condition, or a statewide or local State of Emergency or State of Disaster authorized by the Governor or a local official.

With the COVID-19 Pandemic still a significant threat in Michigan, the Township Supervisor signed a "State of Emergency Declaration" on April 13, 2021, to authorize all Township Boards, Committees, and Subcommittees to meet remotely for a seven-day period, expiring on April 20, 2021. The Township Supervisor only has authority to declare a State of Emergency for a seven-day period without the consent of the Township Board of Trustees. Should the Township Board decide it is in the best interest of the Township to continue offering remote meetings, the Board of Trustees must declare a State of Emergency.

PROCESS
The Township Attorney has drafted a Resolution to declare a State of Emergency. Upon approval, the Resolution will take effect, authorizing Township Boards, Committees, and Subcommittees to meet remotely through December 31, 2021. The Township Clerk will submit the Resolution to the Emergency Management Division of the Department of State Police in accordance with MCL 30.410(b).

RECOMMENDATION (MOTION)
"I move to approve the Resolution to declare a state of emergency within Orion Township and authorize all Township Boards, Committees, and Subcommittees to meet remotely through December 31, 2021, and authorize the Clerk to submit same to the Emergency Management Division of the Department of State Police in accordance with MCL 30.410(b) and certify and file same."
Agenda Item Summary

To: Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: April 19, 2021
Memo Date: April 12, 2021
Subject: Accept Resignation of Daniel Dobrosielski, Parks and Recreation Programmer

REQUEST
Accept with regret resignation of full time Parks and Recreation Programmer, Daniel Dobrosielski, effective June 2, 2021.

REASON
I am requesting that we accept the resignation of Full Time Parks and Recreation Programmer, Daniel Dobrosielski, dated April 9, 2021 with an effective date of June 2, 2021 as he moves to pursue opportunities outside the state of Michigan.

PROCESS
Board approval of the resignation submitted by Daniel Dobrosielski.

RECOMMENDATION (MOTION)
Accept the resignation of Parks and Recreation Programmer, Daniel Dobrosielski, with regret based on submitted letter dated April 9, 2021 with an effective date of June 2, 2021.
Agenda Item Summary

To: Board of Trustees
From: Jeff Stout, Director/Public Services
Meeting Date: April 19, 2021
Memo Date: April 14, 2021
Subject: Second Reading—Amendments to Water & Sewer Ordinance (No. 68)

☐ Consent ☒ Pending

REQUEST
To approve the second reading for Amendments to Ordinance No. 68 (Water and Sewer Ordinance).

REASON
The proposed amendments to Ordinance No. 68 serve to clarify existing and new fees for services provided by the Department of Public Works and update procedures concerning service connection installment and maintenance, meter repair, and placement of liens on property for delinquent fees. It also effectively repeals Ordinance 34 as the provisions of that Ordinance have been added to Ordinance 68.

PROCESS
The Ordinance was approved at first reading on April 5, 2021, and published in accordance with State law. It is now before the Board for second reading. No changes have been made to the Ordinance between the first and second reading.

BUDGET
If yes, fill out the information below:

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

“I move to approve the second reading of the amendments to the Orion Township Water & Sewer Ordinance (Ordinance No. 68) and authorize the Township Clerk to certify and file same.”
Charter Township of Orion

Ordinance No. 68

Water & Sewer

Adopted November 15, 1982

AMENDED
November 3, 1986 (68-1)
August 15, 1994 (68-2)
December 1, 1997 (68-3)
November 15, 1999 (68-4)
    July 16, 2001 (68-5)
    January 21, 2003 (68-6)
September 19, 2005 (68-7)
    March 16, 2009 (68-8)
    July 16, 2018 (68-9)
March_____ , 2021 (68-10)
AN ORDINANCE TO PROVIDE FOR THE OPERATION AND MAINTENANCE OF THE WATER SUPPLY SYSTEM AND THE SEWAGE DISPOSAL SYSTEM OF THE TOWNSHIP OF ORION; TO PROVIDE FOR THE IMPOSITION AND COLLECTION OF FEES AND CHARGES FOR CONNECTION THERETO AND FOR CHARGES FOR WATER SUPPLY SERVICES AND SEWAGE DISPOSAL SERVICES; TO REGULATE THE CONSTRUCTION OF SANITARY SEWER CONNECTIONS, ESTABLISHING REQUIREMENTS FOR PERMITS, AND FOR THE LICENSING OF SEWER CONTRACTORS; TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE; TO PROVIDE FOR OTHER MATTERS RELATIVE TO SAID SYSTEMS AND THE USE THEREOF; TO REPEAL ORDINANCE NO. 39; AND TO PROVIDE FOR PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

Section 1 – Title

The Ordinance shall be known as the "Orion Township Water and Sewer 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. This Ordinance shall apply to all water mains and sanitary sewers within the Township of Orion which are so constructed or connected as to flow directly or indirectly into the intercepting sewer or sewer systems of Orion Township or the County of Oakland.

Section 2 – Purpose

The purpose of this Ordinance shall be:

A. To further secure and protect the general health, welfare, and safety of the citizens and other persons within the Township of Orion;

B. To provide for the operation and maintenance of the water supply and sewage disposal systems;

C. To provide for the imposition and collection of fees and charges for connection to the systems and for water supply and sewage disposal services;

D. To provide for other matters relative to the said systems and use thereof;

E. To repeal Orion Township Ordinance Nos. 34 and 39;

F. To provide for penalties for the violation of these provisions.

Section 3 – Repeal of Previous Ordinance

Ordinance No. 34 (Sewer Regulations) adopted by the Township of Orion on August 15, 1972 and amended on August 15, 1994, is hereby repealed. Ordinance No. 39 (Sewer & Water Ordinance) adopted by the Township of Orion on December 22, 1975 and amended on April 17, 1978; November 20, 1978; January 15, 1979; March 17, 1980; and September 8, 1981, is hereby repealed.

The repeal of those Ordinances does not affect nor impair any act done, offense committed, or right accruing, accrued, or acquired, or liability, penalty, forfeiture, or punishment incurred prior to the time enforced, prosecuted, or inflicted.

Section 4 – Operate per PA 94 of 1933

It is hereby determined to be desirable and necessary for the public health, safety, and welfare of the Township of Orion to operate all water and sewer facilities of Orion Township as one Water Supply and Sewage Disposal System of the Township of Orion and to operate and maintain the same on a public utility rate basis, in accordance with the provisions of Act94, Public Acts of Michigan 1933, as amended.

Section 5 – Operate on Combined Rate Basis

The Water Supply and Sewage Disposal System of said Township shall be operated and maintained as one system on a combined rate basis and shall include all water mains and laterals, pumping stations, sewers, sewage disposal facilities, and all
attendant facilities and equipment which are used or useful in the operation and maintenance of the Water Supply and Sewage Disposal System now in existence or hereafter acquired.

Section 6 – Definitions (amended 07.16.01)

Whenever used in this Ordinance, the following words and phrases shall have the meanings indicated:

A. "Backflow" means water of questionable quality, wastes, or other contaminates entering a public water supply system due to reversal of flow. (amended 07.16.01)

B. "Board" shall mean the Township Board of the Township of Orion.

C. "Capital Charge" shall mean that charge made to each unit pursuant to Sections 12 and 16 hereof for connecting to the system and represents a proportionate share of the cost of constructing the trunk or interceptor or water main portion of the system.

D. "Connection Permit Fee" shall include all fees to be paid to the Charter Township, including, but not limited to “Water Connection Fees” or “Sewer Connection Fees.”

E. "County" shall mean the County of Oakland.

F. "Cross Connection" means a connection or arrangement of piping or appurtenances through which a backflow could occur. (amended 07.16.01)

G. "Lateral Benefit Charge" shall mean the charge made to each unit pursuant to Sections 13 and 17 hereof and represents a proportionate share of the cost of constructing the laterals which make the remainder of the system immediately available to such unit.

H. "Permit" shall mean the tap permit or sewer permit issued by the Township of Orion.

I. "Premises" shall mean the lands included within the boundaries of a single description as set forth from time to time on the general tax rolls of the Township of Orion as a single item in the name of the taxpayer or taxpayers at one address, whether such property be taxable or exempt from taxation, but in the case of platted lots shall be limited to a single platted lot unless a building or structure is so located on more than one lot as to make the same a single description for purposes of assessment or conveyance.

J. "Public Water Supply" means a water supply system operated by a governmental body or agency, which furnishes potable water to the public for household or commercial purposes. (amended 07.16.01)

K. "Receiving Fund" shall mean the bank account designated "Water Supply and Sewage Disposal System Receiving Fund."

L. "Revenues" and "Net Revenues" shall have the same definition as contained in Section 3, Act 94, Public Acts of Michigan, 1933, as amended.

M. "Secondary Water Supply" means any water supply that is not a public water supply and including, but not limited to, a water supply from ground or surface sources not meeting the requirement of Act No. 399 of Public Acts of 1976 (Michigan Safe Drinking Water Act) as amended, being Sections 325.1001 to 325.1023 of Michigan Compiled Laws; or water from a public water supply which, in any way, has been treated, processed, or exposed to any possible contaminate or stored in other than an approved storage facility or a private water storage tank supplied from a public water supply unless it is designed and approved for potable usage. (amended 07.16.01)

N. "Sewage Disposal Services" shall mean the collection, transportation, treatment, and disposal of sanitary sewage.

O. "System" shall mean the Orion Township Water Supply and Sewage Disposal System as now or hereafter acquired and constructed.

P. "Township" shall mean the Township of Orion.
Q. "Unit" shall mean the standard of measurement by which charges and fees for connection to and use of Sewage Disposal Systems are established, the standard being that amount of sewage which normally and usually originates from a single detached residence of average size.

R. "Water Connection Fees" shall include water capital charges, water lateral charges, water tap fees, watermeter fees, and inspection fees.

S. "Water Meter" shall mean the meter itself as well as meter pits, the remote meter, and their component parts.

T. "Water Supply Services" shall mean the transportation and distribution and sale of water to the premises connected, directly or indirectly, to the water supply system.

U. "Sewer Connection Fee " shall include sewer capital charges, sewer lateral charges, and inspection fees.

Section 7 – Control Through Township Board

The operation, maintenance, alteration, repair, and management of the System shall be under the supervision and control of the Board and administered as a regular department of the Township government. The Board may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System, and may make such rules, orders, and regulations as it deems advisable and necessary to assure the efficient management and operation of the System.

All fees set forth hereunder are to be set and updated from time to time by Resolution of the Charter Township Board of Trustees.

Section 8 – Assignment of Units

The number of units to be assigned to any premises used for other than single residence purposes shall be determined by the Board based on unit factors promulgated by the said Board. The Board, if the circumstances justify, may assign more than one unit to a single-family dwelling. Once a connection to the system has been made, subsequent changes in the character of the ownership or type of occupancy of the connected premises (including destruction, removal or abandonment of any or all improvements thereon) shall not terminate the obligation to continue the payment of the lateral benefit fees charged to said premises. If subsequent changes at any time increase the amount of water usage or sanitary sewage originating from the premises, the Board shall increase the number of units assigned to said premises and thereupon a capital charge as provided for herein shall be payable as provided hereunder for any additional units at the time a construction or other permit is issued by the Township for such changes in use or at the time such change in use occurs if no permit is issued or required. No connection shall be made to the Township Water or Sewer System until a person has first obtained a Connection Permit from the Township and paid all Connection Permit Fees.

Section 9 – Fees to Be Paid Before Permit Is Issued

A tap permit and/or a sewer permit shall be issued by the Township to the owner of the premises or the authorized agent of the owner after the fees and charges required by this Ordinance have been paid, or as agreed by separate contract between the Board and the user. A building permit shall be issued only after payment of all required capital and lateral benefit charges, or after a separate contract has been entered into with the Board for the payment of such charges.

Section 10 – Fees to Be Paid Before Connection to System

No such connection shall be made nor shall any existing connection to the water and/or sewer systems be replaced until the applicant therefor has paid such fees as are required.

Section 11 – Water Usage Charges

A. Except as herein otherwise provided, water to be furnished by the system shall be measured by a meter installed and controlled by the Township.
B. Charges for water service to premises both residential and non-residential shall be determined by Resolution of the Board of Trustees or as may be set forth by separate contract between the Board and the water user.

C. In that portion of the water system where the water is not produced by wells which are owned and/or operated by the Township, the water purchased by the Township from another municipality shall be resold at such rate as the Board determines.

Section 12 – Water System Connections

A. All service connections except separate fire connections shall be metered and water shall be paid for at the rate established by the Township Board. In no case will water be supplied, except for temporary use with Department of Public Services approval, at other than established water rates. After a service connection is completed, the owner of the premises being serviced shall be responsible for any maintenance or repairs of the watermain and service line between the premises and the curb box. The Charter Township of Orion shall be responsible for maintenance and repairs of the watermain and the service line up to the connection point of the curb box. Each separate building structure shall have a separate service line and meter. Multiple structures shall not be serviced by a single meter.

B. The water meter charge shall include the cost of the water meter furnished by the Department of Public Services and the installation thereof, but such meter shall remain the property of the Department and will at all times remain under its control. The meter couplings will be furnished by the Department. The maintenance of the meter will be the obligation of the Department, provided, that where replacements, repairs, or adjustments of the meter are made necessary by the act, neglect or carelessness of the owner or occupant of any premises, the expense to the Department caused thereby may be charged against and collected from the owner or occupant of the premises.

C. All meters shall be set horizontally in dry, clean, sanitary places, perfectly accessible, no less than 11” from floor level or more than 24” from floor level, with a minimum of 6” from any wall, 12” from top to immovable object, with a gate valve on both sides of the meter, and where a small leak or the spilling of water will do no damage. Property owners shall be required to ensure meters meet the standards set forth herein and are otherwise accessible by the Township at their sole cost and expense.

D. By-passes are required on all 1-1/2” and larger meter installations. By-passes will not be allowed on 1” meters or smaller.

E. All services 1-1/2” or larger must have a tee between the meter and outlet valve, to be used for testing the water meter without its removal. The size of the side opening of this tee shall be 1-1/2” for 1-1/2” service pipes, 2” for all service pipes up to and including 4”, 3” for all larger service pipes. The side opening of such tee shall be plugged.

F. The owner of any premises where a meter is installed shall be held responsible for its care and protection from freezing or damage by hot water and from injury or damage by any other means. Any required repair shall be charged to the owner of the premises wherein the meter is located.

G. If a meter fails to function or to register, or the Department of Public Services has reason to believe the meter is not working accurately, a repair tag shall be left at the property by the Township. If the property owner does not schedule an appointment with the Township to inspect and/or repair the meter within 30 days of repair tag placement, the Township shall mail a certified letter to the property address requesting an appointment. If an appointment is not scheduled by the property owner within 30 days after its receipt of the certified letter and the Township cannot obtain access to the premises to inspect and repair the meter, the property owner shall be charged in 10-unit increments which shall increase every month by 10 units until the date the meter has been inspected and repaired by the Township. Such charges shall be non-refundable.

H. No person shall interfere with or move a water meter from any service connection without first receiving permission from the Department of Public Services. No person shall remove or break any seal on meters or by-pass valves. In the event the Department of Public Services of the Township of Orion has reason to believe that the meter has in some manner been tampered with, it shall have the right to immediately cut off the water supply, in addition to the other penalties which may be imposed under this Ordinance. Service shall not be restored until all assessed charges for past service are paid in full plus a fee.

I. The accuracy of any meter installed in any premises will be tested by the Department of Public Services upon request of the customer, who shall pay in advance a fee to cover the cost of the test. If, on such test, the meter shall be found to register over five percent more water than actually passes through it, another will be installed, and the fee will be refunded to the customer. The fee for testing water meters shall be included in the Orion Township Water and Sewer System Regulations.
Section 13 – Cross Connections Prohibited (amended 07.16.01)

A. All cross connections, between any type of water supply and municipal water supply are strictly prohibited. In the event a cross connection is discovered, the water may be turned off at the curb cock until the cross connection is severed, as provided in this Ordinance. No direct connection of any type to a sewer line shall be allowed.

B. Development of Cross Connection Control Program and Schedule of Inspections.

In order to prevent the hazards of cross connections, it is necessary to periodically and systematically inspect for the presence of cross connections. The Department of Public Services shall prepare a schedule for periodic inspections which may be amended from time to time, subject to the conditions, modifications and changes to the water system, equipment, piping or process system changes that may arise externally and internally at sites between normal inspection time periods. The schedule of inspections shall be deemed incorporation into this Ordinance.

C. Access to Premises.

Duly authorized representative(s) of the Orion Township Department of Public Services may access the consumer’s property for the purpose of cross connection inspections, making repairs, or installing or removing any and all Department apparatus used for rendering water service to the consumer. In the event the representative is required to enter the consumer’s property, the representative shall request permission to inspect or to perform work on the property. In the event the property owner refuses entry, the representative shall seek an administrative warrant from a court of appropriate jurisdiction before performing the inspection or work.

An administrative warrant is not required in the event the Orion Township Department of Public Services Director deems an inspection, repair, installation or removal of any and all Department apparatus used for rendering water service to the consumer to be an emergency, where it is determined there is a threat of imminent and extreme hazard of contamination of the Township water supply.

D. Compliance.

The time allowed for the correction or elimination of any cross connection shall be as follows:

1. Cross connections which pose an imminent and extreme hazard shall be disconnected immediately upon notification and so maintained until necessary protective action, modification, or backflow devices are made to the piping system where cross connections exist.

2. Cross connections that are considered high hazard should be corrected as quickly as possible upon notice that such hazards exist; but in no case shall the cross connection remain in place in excess of thirty (30) days after written notification. A consumer can request additional time to correct cross connections upon approval and at the discretion of Orion Township Department of Public Services or its designated agent.

3. Cross connections which are considered low hazard and do not pose an extreme hazard to the water supply or public health in general, but nevertheless constitute a cross connection, shall be corrected within a reasonable period of time. The length of time allowed shall not exceed sixty (60) days after written notice.

E. Methods of Protection.

Prior to use, all applications and mechanical devices connected to the public water system must meet standards approved by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”), Township ordinances, and meet current ASSE backflow device standards. Any deviation shall not be implemented without prior approval of the EGLE, State Plumbing Board, and Orion Township Department of Public Services or its designated agent.


Any water outlet which could be used for potable or domestic purposes and which is not supplied by a public water supply system or is located downstream of any isolation backflow protection device installed, must clearly be labeled in a conspicuous manner as "WARNING UNSAFE WATER, DO NOT DRINK."
G. Piping Identification.

When a secondary water source or a process water system is used in addition to a public water system, all exposed public water, process and secondary water piping shall be clearly identified by distinguishing colors, tags, or labels and so maintained that each pipe may be traced and identified readily in its entirety. The Department of Public Services shall create a piping identification color code to be used in applying this section.

Proposed variations must be submitted for approval to the Orion Township Department of Public Services or its agent. Any approved variation must be filed and also posted clearly on-site. When a secondary water source is used, it will be required to protect the public water supply at the public service connection.

H. Certification of Inspectors.

The Orion Township Department of Public Services or its designated agent shall be responsible for implementing and documenting initial cross connection inspections, follow-ups, and re-inspections to check for the presence of cross connections within the public water supply system. Individuals performing the inspections shall have obtained necessary training through available manuals on cross connection prevention practices and attendance at training sessions sponsored by the Michigan EGLE or other recognized agencies.

In addition, those individuals shall be certified by the EGLE in the "S" water distribution classification or other classification as determined by the EGLE, hold a master and/or journey plumber license with the State of Michigan, or possess a recognized cross connection surveyor certificate or license.

I. Testing of Backflow Devices.

All reduced-pressure principal backflow devices, double-check valve assemblies, and pressure-type vacuum breakers shall be tested and certified upon installation. All testable devices shall then be tested and certified as required by the Michigan Department of Environmental Quality Cross Connection Rules Manual, as subsequently amended, by an individual qualified to test backflow prevention devices. These tests shall be performed at the expense of the owner, and copies of the test results shall be furnished to the Orion Township Department of Public Services or its designated agent upon request or completion of any testing, repair, replacement, or new installation.

The Department of Public Services or its agent shall notify the customer in writing when their device(s) are due for testing. Included in the written notice will be a summary list of devices that require testing at this time. Also enclosed will be a test form to be used by the tester. Any forms not submitted on an Orion Township test form shall be rejected.

J. Records.

The Orion Township Department of Public Services or its designated agent shall maintain records of its local cross connection program so as to properly track and report annually or periodically as required by law on the status of the local cross connection control program to the EGLE, Orion Township Board of Trustees, and Director of Public Works Services.

All inspection, re-inspection, test reports and form letters shall be recorded on forms provided by Orion Township Department of Public Services or its designated agent.

K. Discontinuance of Service.

The Township Supervisor or designated agent is authorized to immediately disconnect any water supply where it is determined that a cross connection may cause imminent and extreme hazard of contamination to the Township water supply. In all other cases, the Charter Township of Orion or its designated agent is authorized to disconnect water service to the consumer, after reasonable notice and opportunity to be heard before the Township Supervisor, for violation of any of the rules and regulations of the Orion Township Cross Connection Control Program or the provisions of this Ordinance. Any decision terminating water service may be appealed to the Township Board of Trustees by providing a written request of appeal to the Township Clerk. The appeal shall be heard at the next regularly scheduled Township Board meeting.
Ordinance No. 68

Section 14 – Water Tap Permits & Capital Charges

No connection shall be made to the Township Water System until there has been first obtained from the Township a tap permit. At the time of issuance of such permit, there shall be paid to the Township a capital charge per unit for the following as set by Resolution of the Board of Trustees:

A. A capital charge per unit where applicant or someone on behalf of the applicant has provided the necessary wells, wellhouse and equipment to supply water.

B. A capital charge per unit where the Township provides the necessary wells, wellhouse and equipment to supply water, or where the Township contracts with another municipality for water to serve the user.

C. Connections made to the water system for fire suppression systems shall be assessed a Capital Charge and Lateral Benefit Charge as set by Resolution of the Orion Township Board of Trustees. The charge for fire line connections for fire suppression systems will include the cost of any bypass meter that the Township Fire Department determines is necessary.

D. The above capital charge shall be in addition to any Township charges which may be due and payable at such time for the actual cost of making connection to the system or as agreed by separate contract between the Board and the water user.

Section 15 – Water Lateral Benefit Charge (amended 11.15.99)

When a connection is made to a water line to serve improvements located upon any premises, which water line has not been either (1) privately constructed and paid for, or (2) publicly financed, at least in part by means of a special assessment levied against the premises, there shall be paid to the Township at the time of issuance of a tap permit, a lateral benefit charge as set by Resolution of the Board of Trustees for each of the following:

A. Premises used for single-family residence.

B. Premises used for other than single-family residences - There shall be a charge for the first unit, plus an additional fee for each additional unit. (amended 11.15.99)

C. For purposes of protecting and promoting the public health if, on or before June 1, 2000, a petition is filed with the Township Clerk representing fifty-one percent (51%) of the property owners on a street or in a subdivision, accompanied by evidence that the groundwater that serves the property is contaminated, the Township Board shall conduct a public hearing on whether there is a bona fide health reason why the property should be served by public water service.

1. At such public hearing, the property owners seeking relief shall have the burden of presenting sufficient evidence, including written reports from persons with expertise, demonstrating the existence of contamination. The Township Board may direct a review by experts selected by the Township with regard to any evidence presented at the hearing. Relief under this provision shall only be granted if the contamination is caused by an off-site source, i.e., if the source of the contamination is not on any one or more of the properties for which relief is sought.

2. If the Township Board determines that sufficient evidence of contamination of the groundwater has been presented, or that sufficient evidence that contamination of the groundwater is imminent has been presented, the Township Board may assist the owners of the properties to extend public water service to such properties.

3. Such assistance may include (a) seeking financing through the State of Michigan for the extension of public water service, (b) contributing to the cost of such extension from available Township monies, (c) seeking contribution from the person (s) or entity (ies) that caused the contamination, or (d) a combination of these and/or other actions.

4. The nature and degree of assistance the Board determines to provide, if any, shall be within the discretion of the Township Board, and shall depend upon the amount of contamination demonstrated, and the burden of the property owners in terms of paying for other improvements.
Section 16 – Connection to Sewer System Required

A. Any structure in which sanitary sewage originates shall be required to connect to the public sewer system as herein provided.

B. Premises within the areas served by sewer laterals which abut upon or are crossed by existing facilities or new construction or extensions of either from which sanitary sewage originates shall not be used or occupied after the effective date hereof, unless said premises are connected to the laterals where sewage disposal services become available after the effective date of this Ordinance, connection thereto shall be made within eighteen (18) months after the service becomes available.

C. The Charter Township of Orion shall not be responsible for maintenance or repair of sewage disposal system for damage that was not caused by a governmental agency and shall not be responsible for repair or maintenance of a connection to the sewage disposal system on an owner’s affected property, including, but not limited to, a sump system, building drain, surface drain, gutter, or downspout.

D. No surface, roof, footing drains or ground water from any source shall be allowed to enter the sanitary system by any method or device whatever, and no connection shall be permitted which permits other than sanitary sewage to flow thereinto.

E. Sewer connections shall include the installation of two (2) four-foot sections of six-inch crock from the riser at the lateral lines, with the remaining installation either four-inch cast or six-inch crock at the option of the property owner.

F. No sewer connection shall be installed without a permit issued by the Building Inspector of Orion Township. A permit shall be issued only upon presentation of a paid receipt from the Township Treasurer certifying that all applicable capital and lateral benefit charges and inspection fees as required under the applicable ordinances have been paid, or that a deferred payment contract as provided under the applicable ordinances have been entered into.

G. Prior to the issuance of a sewer connection permit, and during the term of any permit, all licensed contractors shall furnish and have on file with the Township a cash bond in the amount of Two Thousand Five Hundred Dollars ($2,500) as security for the faithful performance of sewer contract work in accordance with approved plans, specifications, and ordinances. Private property owners who seek permits for sewer connection work which they will undertake on their own property shall furnish and have on file with the Township a cash bond in the amount of Two Hundred Dollars ($200) as security for the performance of such work in accordance with Township standards. The aforesaid cash bonds shall provide funds for emergency work and/or such other work as may be deemed necessary by the Township arising as a result of construction by the owner or contractor. The cash bond shall be used only to provide funds to correct damages and deficiencies caused by the contractor or owner to the Township's or County's system and shall not be used to correct damage on private systems or properties. Cash deposits may be returned to the owner or contractor within ten (10) days of receipt of written request therefor, except that no deposits will be returned until such time as all outstanding permits have received final inspection and approval. In the event it becomes necessary for the Township to expend funds for work arising as a result of construction by the owner or the contractor, then the cost of such work shall be deducted from the aforementioned cash deposit. In the event such expenditure of funds should exceed the cash deposit, the person to whom the permit was issued shall be obligated to pay such excesses. The owner or contractor shall have the right and opportunity to correct any deficiencies promptly before any funds will be spent by the Township. The person to whom the permit was issued shall, within thirty (30) days of the mailing of written notice thereof, pay to the Township the entire amount of such costs. Failure to comply with this regulation, the standards of the Township and, any payment as hereinbefore mentioned may result in the immediate appropriation and application of the cash bonds, and the subsequent termination of same.

H. Individuals, partnerships, and corporations may be licensed to perform sewer installation work as contractors. Applications for contractor's licenses shall be made upon forms to be provided by the Township Clerk and which shall require information as to the identity of the contractor, his permanent address, and evidence of his competency to perform such work. In addition, the contractors shall provide and maintain in effect and on file with the Township a certificate of public liability insurance of not less than $100,000/$300,000 and property damage insurance of not less than ($25,000).

I. A contractor's license may be suspended by the Township Clerk upon certification by the Building Inspector of noncompliance with Township ordinances, standards, specifications or rules and regulations. A suspended contractor shall have the right to request a hearing before the Township Board as to the grounds for suspension, and the Township Board may either restore or revoke a license following such a hearing.
J. Before either a direct or indirect connection is made into any interceptor sewer system of Oakland County, a connection permit shall be obtained by the owner or contractor from the Oakland County Department of Public Works. This permit shall be obtained prior to work done on the connection. Such permits shall be obtained in accordance with the rules and regulations of the Oakland County Department of Public Works.

K. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner of said property.

L. Permits shall be issued to an owner of property only if that owner signs an Affidavit to the effect the applicant is the owner and occupant, or eventual occupant of the premises where the work is to be performed.

Section 17 – Sewer System Charges

Charges for sewer service to premises both residential and non-residential shall be determined by Resolution of the Board of Trustees.

Section 18 – Sewer Permit Required

No connection shall be made to the Township Sewer System until there has been first obtained from the Township a sewer connection permit. At the time of issuance of the permit there shall be paid to the Township a capital charge per unit, which shall be established by Resolution of the Township Board of Trustees, and such charge shall be in addition to any Township charges which may be due and payable at such time for the actual cost of making connection to the system.

Section 19 – Sewer Lateral Benefit Charge

When a connection is made to a sewer line to serve improvements located upon any premises, which sewer line has not been either, (1) privately constructed and paid for; or, (2) publicly financed, at least in part by means of a special assessment levied against the premises, there shall be paid to the Township, prior to the issuance of a sewer permit, a lateral benefit charge shall be set by Resolution of the Township Board of Trustees when connections are made to the following premises:

A. Premises used for one single-family residence.

B. Premises used for other than one single-family residence.

C. Minimum lateral benefit charge.

Section 20 – Payment of Charges over Time (amended 12.01.97, 11.15.99, 09.19.05)

When lateral benefit and capital charges are required to be paid by the provisions of this Ordinance, and when the structures to which the water and sewer services are being provided were constructed prior to those utilities being constructed to serve that structure, an owner may elect to pay said charges in cash or pay them over a period of years determined by the Township Board based upon the circumstances. A separate Water and/or Sewer Debt Agreement as approved by the Township Board of Trustees shall be signed by the owner of the property and the Township Supervisor and notarized for recording. The Water/Sewer Debt agreement shall detail the terms of the payment over time.

Such payments shall be made in equal annual installments, billed as part of the water and sewer bills rendered to the premises. If the time payment method is elected, a reasonable administrative fee may be charged, and interest at a rate established by the Township Board shall apply. When the time payment method is elected, the charges may be pre-paid at any time, with interest paid to the date of payment. All indebtedness represented by unpaid installments and accrued interest shall constitute a lien on the house, building, and/or premises to which the water or sewer service was supplied, as allowed and provided by Michigan Public Act 94 of 1933, as amended. Such charges that are delinquent for six (6) months or more may be certified annually to the proper tax assessing officer or agency who shall enter the lien on the next tax roll against the house, building, and/or premises to which such service has been rendered, and such charges shall be collected and the lien shall be enforced in the same manner as provided for the collection of taxes assessed upon the roll and the enforcement of the lien for the taxes.

For all non-residential users, the terms contained in this subsection, along with any other terms agreed to between the Township Board and the user desiring connection to the water and/or sewer utility shall be contained in a written agreement. If the proposed user is not the owner of the structure to which water and/or sewer connection is sought, then the owner shall be required to be a party to such agreement.
In the case that connection is required under emergency circumstances, meaning an immediate threat to the health, safety and welfare of the proposed user, such connection may be approved administratively by the Director of the Department of Public Services.

Section 21 – Connection Charges

Where actual connections to the sewer and water systems are not made by the Township, the owner of the premises shall pay the Township fees as are determined by the Board of Trustees and set forth in the Orion Township Water and Sewer System Regulations.

Section 22 – Periodic Billing

Charges for water supply services and sewer supply services shall be billed periodically, or as may be agreed under separate contract between the Board and the user.

Section 23 – Late Payment Charges & Shutoff

A. In the event that charges for water and/or sewer service furnished to any premises are more than ninety (90) days delinquent, then the Township shall have the right to discontinue water and/or sewer service to such premises. Such service shall not be re-established until all delinquent charges and penalties, plus a turn-on charge as established by the Board in the Water and Sewer System Regulations, have been paid. Such charges and penalties may be recovered by the Township through court action.

B. C. A late payment charge of ten percent (10%) of the bill shall be charged if not paid on or before the due date.

Section 24 – Delinquent Charges Made a Lien

Charges for water and/or sewer services are, under the provisions of Section 21, Act 94, Public Acts of Michigan, 1933, as amended, made a lien on the premises served thereby, unless written notice is given that a tenant is responsible therefor. The Township official or officials in charge of the collection of such charges shall certify annually, on September first (1st) of each year, to the tax assessing officer of the Township, all charges which are six (6) months delinquent, whereupon such charge shall be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general Township taxes against such premises; provided, however, where notice is given that a tenant is responsible for such charges for services, as provided by said Section 21 of Act 94, no further service shall be rendered such premises until a cash deposit in an amount equal to two (2) times the average quarterly water and/or sewer bill or a sum deemed appropriate by the Water and Sewer Department shall have been made as security for payment of such charges for services. Whenever any charges against any premises shall be delinquent for six (6) months, said charges shall constitute a lien on premises served thereby and shall be collected and enforced as provided in this section. (amended 01.21.03)

Section 25 – Contracts Required

Service to other municipalities or premises therein shall be by contractual agreement between the Township and the municipality served.

Section 26 – No Free Service

No free service shall be furnished to any person, firm or corporation, public or private, or to any public agency or instrumentality.

Section 27 – Fiscal Year Established (amended 11.03.86)

The system shall be operated on the basis of an operating year commencing on January 1 and ending on December 31.
Section 28 – Separate Accounting

The revenues of the System shall be set aside, as collected, accounted for separately and deposited in a bank duly qualified to do business in Michigan to be selected by the Board, said revenues to be accounted for under the Township’s designation as the “Water Supply and Sewage Disposal System Receiving Fund”; and said revenues so deposited shall be accounted for and transferred from the Receiving Fund periodically in the manner and at the time hereinafter specified.

Section 29 – Operation and Maintenance Fund

Out of the revenues in the Receiving Fund, there shall be first set aside periodically into a depository account, designated "Operation and Maintenance Fund", a sum sufficient to provide for the payment of the next period's current expenses of administration and operation of the system and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

Section 30 – Replacement Fund

There shall next be established and maintained a depository account designated "Replacement Fund" which shall be used solely for the purpose of making major repairs and replacements to the system, if needed. There shall be set aside into said fund, after provision has been made for the Operation and Maintenance Fund, such sums as the Board shall deem necessary for this purpose.

Section 31 – Improvement Fund

There shall next be established and maintained an "Improvement Fund" for the purpose of making improvements, extensions, and enlargements of the system. There shall be deposited into said fund, after providing for the foregoing funds, such sums as the Board shall determine.

Section 32 – Transfer of Funds

Monies remaining in the Receiving Fund at the end of any operating year, after full satisfaction of the requirements of the foregoing sections, may, at the option of the Board, be transferred to the Improvement Fund or used for any other lawful purpose.

Section 33 – Handling of Funds

All monies belonging to any of the foregoing funds or accounts may be kept in one account, in which event the monies shall be allocated on the books and records of the Township within this single bank account in the manner above set forth.

A. In the event the monies in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund, monies and/or securities in other funds of the System shall be transferred to the Operation and Maintenance Fund to the extent of any deficit therein.

B. Monies in any funds or accounts established by the provisions of this Ordinance may be invested in obligations of the United States of America in the manner and subject to the limitations provided in Act 94, Public Acts of Michigan, 1933, as amended. In the event such investments are made, the securities representing the same shall be held on deposit with the bank or trust company having on deposit the fund or funds from which such purchase was made. Income received from such investments shall be credited to the fund from which said investments were made.

Section 34 – Fire Hydrants

A. Fire hydrants are provided for use by the Township Fire Department and other Township departments as may be authorized by the Board.

B. No person, firm or corporation shall open or cause to be opened any fire hydrant without first securing a "Permit to Use Fire Hydrant" from the Department of Public Services. A deposit in an amount set by Resolution of the Board of Trustees shall be paid prior to issuance of such permit. Such person, firm or corporation must report to the Department of Public Services when use of the hydrant is terminated, at which time a hydrant inspection will be made at the charge established.
by the Board in the Water and Sewer System Regulations. The cost of the estimated amount of water used and the cost of repairing the hydrant, if any, shall be established and deducted from the deposit and the difference (if any) refunded to the depositor. If the deposit is insufficient to cover said costs, the permit holder shall pay the deficit.

C. The Department of Public Services must approve the type, size of openings, and types of nozzle thread on all hydrants installed on private property.

D. No person, firm or corporation shall in any manner obstruct or prevent free access to or place or store temporarily, or otherwise, any object, material, snow, debris, automobile, or structure of any kind within a distance of twenty (20) feet of any hydrant. Any such obstruction, when discovered, may be removed at once by the Board at the expense of the person, firm or corporation responsible for the obstruction.

E. Hydrants located within the road right-of-way or easement shall be moved to another location only if the person wishing the relocation bears the complete cost of moving said hydrant.

F. The developer, contractor, and/or owner shall be responsible for scheduling any on-site flow test or water main flush with the Township Fire Department for any newly constructed building or development within the Township where pipes are provided for fire protection in any premises or where hose connections for fire apparatus are provided on any pipe. No water shall be taken or used through such openings for any purpose other than extinguishing fires, except for onsite inspections and or required testing that is witnessed by the Township Fire Department. All tests shall be witnessed by a Fire Department employee in accordance with all adopted Township codes as amended at this time and as amended in the future. The Owner, contractor and/or Developer of the premises where the flow test or water main flush is conducted shall be responsible for obtaining a permit from the Department of Public Services to conduct the test, scheduling the date upon which fire department personnel will be present to witness the test, and paying the associated permit fee for the cost of Fire Department personnel to witness the test on site.

G. A fire hydrant maintenance fee shall be paid by the Township Fire Department to the Department of Public Services on an annual basis. The Fire Hydrant Maintenance Fee shall be established by the Township Board from time to time by resolution.

Section 35 – Severability

Should any section, clause or provision of this Ordinance be declared by any court to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 36 – Adoption of Regulations

The Township Board may adopt, either directly or by reference, standards and regulations governing the use of the Orion Township sewage disposal system.

Section 37 – Summer Lawn Watering Restrictions (added 03/16/09)

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

1. "Automatic Lawn or Landscape Irrigation System" means an underground irrigation system consisting of immovable piping and sprinkler heads, or tubes with holes, which is operated by a timer or controller that can be set to activate the system at regularly scheduled intervals without the concurrent act of the water user.

2. "Manually Activated Outdoor Irrigation" means any form of irrigation requiring active attendance and monitoring by the water user, usually consisting of movable, hand-operated tools or equipment such as an above ground hose with or without a sprinkler attachment, a watering can, a bucket, or any other portable container allowing the water user to water vegetation or to wash or clean outdoor property by hand.

B. Effective March 1, 2009, there shall be a mandatory watering restriction from May until September of each year, and each subsequent year, for all lawn watering other than single-family residences, including, but are not limited to, all commercial properties, light industrial, industrial, hospitals, churches, and homeowner association lawn irrigation sprinkler accounts that water common areas.

Revised 03/ /2021
The following restrictions shall apply:

1. Lawn and landscape irrigation may only be done between the hours of 12:00 a.m. (midnight) and 5:00 a.m.

2. Property with odd-numbered addresses may only irrigate on Monday, Wednesday, and Friday.

3. Property with even-numbered addresses may only irrigate on Tuesday, Thursday, and Saturday.

4. If a property has mixed odd and even-numbered addresses or an undetermined address, the Director of Public Works or his designee may assign an odd/even designation for compliance with this Ordinance.

C. Effective March 1, 2010, a single-family residential property which is connected to the municipal water system is hereby restricted as follows:

1. A property with an odd-numbered address shall only irrigate on Monday, Wednesday, Friday and Sunday.

2. A property with an even-numbered address shall only irrigate on Tuesday, Thursday, Saturday and Sunday.

3. If a property has mixed odd and even-numbered addresses or an undetermined address, the Director of Public Works or his designee may assign an odd/even designation for compliance with this Ordinance.

4. All automatic lawn and/or landscape irrigation systems should be set to activate only between the hours of 12:00 a.m. and 5:00 a.m. Daylight Savings Time (DST).

5. A property with a newly seeded or sodded lawn is not subject to the recommendations in this Section.

6. These provisions shall apply from May 1st through September 30th each year.

D. Property owners failing to comply with the regulations set forth in this Section shall be subject to the penalties set forth in Section 38 of this Ordinance.

Section 38 – Violation and Penalties (amended 08.15.94)

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 more than Five Hundred Dollars ($500), which costs may include all expenses, direct and 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 ($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 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.

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.
1. The lien is effective immediately upon recording of the court order with the Register of Deeds.

2. 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.

3. 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.

4. 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.

5. The Township may institute an action in a court of competent jurisdiction for 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.

6. 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.

I. Any user of the water system who fails to adhere to the Summer Lawn Watering Restrictions set forth in Section 37 of this Ordinance, in addition to all other penalties set forth in this section, may result in discontinuance of water service to such user. (added 03/16/09)

Section 39 – Effective Date

This Ordinance shall be published in a newspaper of general circulation in the Township of Orion, and shall become effective upon publication, as provided by law.
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Agenda Item Summary

To: Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: April 19, 2021
Memo Date: April 15, 2021
Subject: COVID Response for Sports

REQUEST
Consider for approval Resolution to Support Youth Athletes During the COVID-19 Pandemic.

REASON
Trustee Birney requested this item be added to the agenda, and the Township Attorney prepared the attached Opinion and Resolution related to the same, for the Board to review and consider for approval or further action.

PROCESS
Next steps to be determined after Board discussion.

RECOMMENDATION (MOTION)
As appropriate after discussion.
Agenda Item Summary

To: Board of Trustees
From: Penny Shults, Township Clerk
Meeting Date: April 19, 2021
Memo Date: April 13, 2021
Subject: Solicitation/Peddler Request - TruGreen

REQUEST
Attached please find an application for an individual who wishes to obtain a license under Ord. 95, Peddlers & Solicitors Regulation, in order to sell TruGreen services door to door to Orion Township residents.

REASON
Per the ordinance, "No person shall peddle or solicit within the Township without first obtaining a license therefore." Also, the word "solicitor", as used in this ordinance, shall include any person traveling by foot, wagon, automobile or other conveyance, from place to place, house to house, street to street, or remaining stationary in any place, taking or attempting to take orders for the sale or gift of goods, wares, merchandise, meats, fish, vegetables, fruits, flyers or other reading material, for future delivery or for services to be furnished or performed in the future, or requesting money donations.

PROCESS
The applicant has completed the application process, paid the $35 fee, and have obtained the required background check (see documentation following). A copy of the application was forwarded to Lieutenant Toth and he saw no issues.

RECOMMENDATION (MOTION)
Board action would be to approve the application for TruGreen and issue a peddler's license under Ord. 95.
Charter Township of Orion
2525 Joslyn Rd., Lake Orion, MI 48360
Application for Peddlers/Solicitors License
Ordinance 95, Peddlers & Solicitors Regulation

1. Class of License Desired: (check one) Peddler _______ Solicitor _______ [Checkmark]

2. Full Name of Applicant: (first, middle, last) Melissa Marie Nemeth
List Alias names: (maiden, adoption, etc.) Melissa Dawn Jones
Driver's License number: N 530 599 585 689
Email Address: meaj55@gmail.com

3. Current Address: 380 W Hopkins Apt 308 Phone: 313-753-1652
Business: Phone:
Date of Birth: 9-4-85 Height: 5'1 Weight: 165
Eye Color: Blue Hair Color: Blk Place of Birth: Detroit

4. Type of Goods/Services offered: lawn care services
Method of Travel: Personal Vehicle
Vehicle(s) being used for business operations: KIA SPORTAGE 2017
Make, Model, Color, and plate number of Vehicle: Kia Sportage BLK DXL 2621
Hours of Operation: 11-7
How long do you plan on doing business in Orion? Summer
Sales Order taken with promise of delivery? Yes ______ No ______
Other: (describe method of doing business) ________________________________

5. Name of Employer: TruGreen Phone:
Address of Employer: 5401 Perry Drive
Other License: (if required) ________________________________
Other Approval: (if required) ________________________________
Method of Delivery of goods: ________________________________

6. Place of Storage of Goods: (if any) ________________________________
Place of Storage Vehicles: (if any) ________________________________
6. Personal References: List two personal references who will attest to applicant's good character and business reliability:

A. Name: Randal Williams Phone: 313-917-7883
   Address: 380 W. Hopkins Apt. 308
B. Name: Pam King Phone: 313-753-9829
   Address: 19451 Archer St. Det. Mi 48219

7. Have you even been ticketed, arrested or convicted of any crime, misdemeanor, or Local Ordinance Violation?
   Yes ☑ No
   If yes, please explain each: 2005 Arrested on Uttering & Publishing Served time Completed probation

8. Name of insurer and amount of personal liability and property damage insurance carried on each vehicle used in business operations: esurance

A non-refundable fee of $35.00 per solicitor and/or peddler must be paid to the Charter Township of Orion, 2525 Joslyn Road, Orion Township, Michigan, for up to a 90-day period of business operations. The person conducting business as a peddler or solicitor within the Township is subject to all the provisions of Ordinance No. 95. Specific prohibitions under Ordinance 95 are set forth in Section VII, a copy of which is attached hereto. In addition to possible suspension and/or revocation of license, a person who violates the provisions of Ordinance 95 is subject to municipal civil infraction penalties as set forth in the Ordinance.

I, the aforementioned applicant, swear that all statements in this application are true to the best of my knowledge and I understand the provisions of the applicable Ordinance and will endeavor to adhere to these provisions. Any omissions or false statements will disqualify applicant.

I understand this this license can be revoked by the Township Board for violation of any Township Ordinance or undesirable business practices. Granting of this license does not release any obligations to obtain other licenses required by any other law or governing body.

I understand the no peddler or solicitor shall call on any residents in the Charter Township of Orion before 11:00 a.m. not after ½ hour before sunset nor on Sundays nor on legal holidays, except upon the specific request of the resident.

I understand that no sales shall be conducted within any Orion Township Park or upon property owned or controlled by Orion Township.
By signing this, you agree to a complete background check to be conducted by Oakland County Sheriff's Office.

Witness: ____________________________

Date: April 7, 21

Signature of Applicant: ____________________________

Attachments (Office Use Only)

☐ Copy of receipt for license fee
☐ Copy of driver's license
☐ OSCD background check report
☐ Proof of insurance for each vehicle
☐ Two 2"x2" color photos of applicant
☐ If Business operation involves food products, must have copy of health department inspections
Information Provided

Name: Melissa Nemeth
Date of Birth: Sep 04, 1985
Gender: Female
Race: White
Reason Paid: Employment
Amount Paid: $10.00
Order Date: 3/17/2021 11:24:55 AM
Miscellaneous No:

Based on the information provided, the following is a result of a search of the Michigan State Police criminal history files as of 3/17/2021 11:24:55 AM:

Important: Information Contained in this Record

THE RECORD RESULT PROVIDED IS BASED ON A DATA MATCH AS EXPLAINED ON THE ICHAT HOME PAGE. THE ICHAT SYSTEM HAS LIMITATIONS THAT MAY CAUSE FALSE POSITIVES OR FALSE NEGATIVES. PLEASE REVIEW THE RESULTS CAREFULLY AND DO NOT TAKE ADVERSE ACTION BASED SOLELY ON THIS RECORD. IF YOU CANNOT DETERMINE THESE RESULTS DO NOT BELONG TO THIS INDIVIDUAL, AND THE INDIVIDUAL IS DISPUTING THE RECORD, PLEASE PROVIDE THAT INDIVIDUAL WITH A COPY OF THIS REPORT AND OFFER THAT INDIVIDUAL THE OPPORTUNITY TO PERFORM A RECORD CHALLENGE BY SUBMITTING FINGERPRINTS. THE PROCEDURES ARE EXPLAINED AT THE BOTTOM OF THIS PAGE. SINCE ARRESTS, CONVICTIONS, OR CRIMINAL RECORD DELETIONS MAY OCCUR AT ANY TIME, DO NOT USE THIS INFORMATION FOR FUTURE CLEARANCES.
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**INCIDENT DATE:** 03/16/2011  
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**NO DATA RECEIVED**  
**DETOIT POLICE**  
**DEPARTMENT**  
**OCA:** 2011058883  
**1 CNT OF 5000**  
**MISDEMEANOR**  
**OBSTRUCTING JUDICIARY**  
**OR CONGRESS OR LEGISLATURE OR COMMISSION**  
**DISP: WARRANT REQUESTED**  

**DISSEMINATION OF CRIMINAL HISTORY RECORD INFORMATION (CHRI) VIA THE INTERNET CRIMINAL HISTORY ACCESS TOOL IS IN COMPLIANCE WITH MICHIGAN COMPILED LAW (MCL) 28.242a, WHICH STATES THAT ALL CHRI THAT IS SUPPORTED BY BIOMETRIC DATA SHALL BE DISSEMINATED IN RESPONSE TO A NAME-BASED SEARCH OF THE CHRI DATABASE, UNLESS THE CHRI IS NONPUBLIC (AS DEFINED BY MCL 769.16a) OR OTHERWISE PROHIBITED BY LAW FROM BEING DISSEMINATED. PURPOSE CODE USED NOT FORWARDED TO NCTC III END MSG.**
PROCEDURES FOR CORRECTING A RECORD

THE STEPS FOR CORRECTING A MISTaken OR INACCURATE RECORD ARE AS FOLLOWS:

1. WRONG PERSON — RECORDS THAT DO NOT BELONG TO THE INDIVIDUAL WHOSE NAME HAS BEEN SEARCHED
   - IF THE INDIVIDUAL BELIEVES THAT THE RECORD DOES NOT BELONG TO HIM OR HER, THE INDIVIDUAL SHOULD GO TO THE NEAREST LAW ENFORCEMENT AGENCY AND REQUEST TO BE FINGERPRINTED ON A STATE APPLICANT FINGERPRINT CARD FOR THE PURPOSES OF "RECORD CHALLENGE"; CALL AHEAD TO VERIFY FEES AND/OR SERVICE HOURS. THERE IS NO CHARGE FOR SUCH FINGERPRINTING IF IT IS DONE AT A MICHIGAN STATE POLICE POST.
   - THIS CARD SHOULD BE MAILED TO THE CRIMINAL JUSTICE INFORMATION CENTER WITH A COPY OF THIS RECORD AND A LETTER REQUESTING THE CRIMINAL JUSTICE INFORMATION CENTER TO VERIFY THAT THE ENCLOSED CRIMINAL RECORD DOES NOT BELONG TO HIM/HER. THERE IS NO FEE. THE ADDRESS IS:

   MICHIGAN STATE POLICE -- CJIC
   ATTN: RECORD CHALLENGE
   P.O. BOX 30634
   LANSING, MI 48909

2. RIGHT PERSON — INACCURATE, INCOMPLETE, OR OUT-OF-DATE INFORMATION
   - SOMETIMES RECORDS CONTAIN REPORTING ERRORS. FOR EXAMPLE, THE NATURE OR DATE OF THE CONVICTION WAS REPORTED INCORRECTLY, OR THE RECORD CONTAINS A CONVICTION THAT SHOULD HAVE BEEN REMOVED FROM THE RECORD.
   - IN SUCH CASES THE INDIVIDUAL SHOULD OBTAIN CERTIFIED COPIES OF THE COURT JUDGEMENT OR OTHER DOCUMENTS WHICH SHOW THAT THE INFORMATION CONTAINED ON THE CRIMINAL RECORD IS INCORRECT. IF THE PROOF PROVIDED IS SATISFACTORY, THE MICHIGAN STATE POLICE WILL MODIFY THE RECORD ACCORDINGLY. YOU MAY SEND THE DOCUMENTS TO:

   MICHIGAN STATE POLICE -- CJIC
   ATTN: CRIMINAL HISTORY RECORD CORRECTION
   P.O. BOX 30634
   LANSING, MI 48909
Orion Township Substation

Weekly “Calls for Service” Summary

Time period: 03-29-2021 to 04-04-2021

<table>
<thead>
<tr>
<th>Calls for service:</th>
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<td>Felony arrests:</td>
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<td>Misdemeanor arrests:</td>
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<td>Accidents:</td>
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21-60746 3/27/2021 8:43PM Reckless Driver OWI – Arrest

Deputies received a BOL on a possible intoxicated driver at the drive thru at Culverts Restaurant. Upon arrival, deputies located the vehicle and contacted the driver. The investigation revealed the driver had been drinking and he displayed signs of intoxication. The driver, a 41-year-old Portland Oregon resident, refused a PBT. When deputies attempted to arrest the driver, he resisted. Additional Deputies arrived and the driver was taken into custody without injury and placed under arrest for Operating while Intoxicated and transported to the hospital for a blood draw. The driver was transported to the Oakland County Jail without incident.


Deputies were dispatched to the Orion Twp Substation for a fraud report. A 16-year-old resident stated that he was on the website Offer up when he located a 5-disk play station. The victim started a conversation with the suspect /seller and agreed to purchase the PlayStation. The suspect requested the victim to send the money through Zella – Chase Payment and he would send a copy of the Fed Ex receipts. Once the victim received a copy of the receipts, he
checked the tracking number and found it didn’t exist. The victim felt that he had been a victim of a fraud. All information was turned over to detectives, investigation continues.

21-63380 3/31/2021 1:33PM Larceny in a Building

Deputies were dispatched to 121 Waterview for a Larceny complaint. Deputies met with the supervisor that stated that they were missing several medications. All information was collected and turned over to detectives. Investigation continues.

21-64003 4/01/2021 8:43AM Larceny of Auto Parts

Deputies were dispatched to the 3200 block of Baldwin Square Dr for a Larceny of Auto parts complaint. A 50-year-old resident stated that he parked his vehicle in the parking lot of his condo at approximately 5pm on 3/31/2021. When he returned to the vehicle on 4/01/2021 he noticed that the muffler was lying on the ground underneath the truck. Further inspection revealed that someone cut and removed the catalytic converter from the vehicle. All information was gathered and turned over to detectives. Investigation continues.

21-63437 4/01/2021 3:15PM On-Line email Fraud

Deputies responded to the Orion Twp Substation for a Fraud complaint. A resident stated that she received an email from an unknown subject that stated that a large deposit was made into her account by accident. The email continued that the victim would need to go to the bank and make a withdrawal and mail the money back to him. Once the victim sent the money, she realized it was possible a fraud and contacted deputies. All information was gathered and turned over to detectives. Investigation continues.

21-64376 4/01/2021 6:08PM Domestic Assault

Deputies responded to the parking lot of Checkers restaurant where Auburn Hills was out with a female that was possibly assaulted by her boyfriend who was not on scene. A 21-year-old stated that she was with her 20-year-old boyfriend and had been arguing all day. He then grabbed her earlier in the day and forced her head into the seat. The victim stated the two became involved in a physical confrontation while in the drive through at Checkers. As she attempted to get out of the vehicle, her boyfriend grabbed her trying to force her back into the vehicle. Deputies searched the area and were unable to locate the boyfriend. All information and photos were collected and turned over to detective’s investigation continues.
Deputies were conducting a traffic stop in the area of Silverbell and Lapeer Road when they observed a pickup truck driving recklessly. Deputies cleared the stop and followed car parts and track marks in the roadway until they discovered the pickup truck off the roadway with missing tires. When Deputies pulled up, two males who were standing outside of the vehicle took off running on foot. Deputies commanded the individuals to stop but they refused and continued to flee the Deputies. Deputies were able to apprehend both suspects after a brief foot pursuit. It was determined that the driver of the pickup truck was under the influence of either narcotics or alcohol. The driver, a 22-year-old male of Lapeer, resisted Deputies from the time of arrest to the hospital where Deputies conducted a search warrant for the subject’s blood. The driver was subsequently transported the Oakland County Jail where he was released the following day. Deputies were unable to locate what the collided with. Charges are pending the blood results.

Deputies conducted a traffic stop in the area of Lapeer and Greenshield for failure to stop at a stop sign. Upon contact with the driver, a 51 year old resident of Orion, deputies could detect the strong odor of intoxicants. He admitted to consuming alcohol. Field sobriety tests were administered. The driver could not perform the tests properly and a preliminary breath test revealed he was well above the legal limit. A LEIN check revealed two prior convictions for OWI. He was arrested and transported to the hospital for a blood draw. The driver was subsequently lodged at the Oakland County Jail.

Deputies responded to the 2900 block of Brookside for a Domestic Assault complaint. The victim, a 21-year-old resident of Orion, stated the he and his girlfriend were engaged in a verbal argument that escalated when his girlfriend produced a kitchen knife. The girlfriend, a 20-year-old resident of Orion, grabbed a knife from the dishwasher and threatened to stab her boyfriend. The victim was able to disarm the suspect but received a small cut to his hand in the process. The suspect was arrested and lodged at the Oakland County Jail pending review of charges by the Prosecutor’s Office.

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.
Sample Social Media Messages

TWITTER

- In Michigan in 2019, there were 18,096 distracted driving crashes, resulting in 70 fatalities. #UDriveUTextUpay
- In Michigan in 2019, October was the month with the most distracted driving crashes (1,800). #UDriveUTextUpay
- In Michigan in 2019, Friday was the day with the most distracted-driving crashes (3,099). #UDriveUTextUpay
- In Michigan in 2019, the hour between 5 p.m. and 6 p.m. accounted for more distracted driving crashes (1,738) than any other hour. #UDriveUTextUpay
- Michigan law prohibits a driver from reading, manually typing, or sending a text message while driving. Exceptions are in place for reporting crashes, crimes, or other emergencies. The fine for a first offense is $100. The fine doubles to $200 for subsequent offenses. #UDriveUTextUpay
- Texting while driving not only endangers you, it endangers everyone around you! #UDriveUTextUpay
- You could pay with a ticket, or you could pay with your life. Texting while driving may have a cost. #UDriveUTextUpay
- Texting while driving is dangerous, deadly, and, in Michigan, illegal. #UDriveUTextUpay
- An estimated 400,000 were injured nationwide in distracted driving crashes in 2018. #UDriveUTextUpay
- According to @NHTSAgov, 3,142 people were killed nationwide in motor vehicle crashes involving distracted drivers in 2019. What will you do to prevent texting and driving? #UDriveUTextUpay
- If you can’t wait to send a text, pull over to a safe location first. It may save your life and the lives of those around you. #UDriveUTextUpay
- Stats show #millennials are the biggest offenders when it comes to texting while driving. No matter your age, remember: #UDriveUTextUpay
- Women are more likely than men to text and drive. #UDriveUTextUpay
- On the road with friends? Designate your passenger as your “designated texter” to help keep everyone safe. #UDriveUTextUpay
- Reduce distraction by silencing your phone while driving. #UDriveUTextUpay
- Struggling to not text and drive? Activate your phone’s “Do Not Disturb” feature, or put your cell phone in the trunk, glove box, or back seat of your vehicle until you arrive at your destination. #UDriveUTextUpay
• In Michigan in 2019, there were 18,096 distracted driving crashes, resulting in 70 fatalities. U Drive. U Text. U Pay.
• In Michigan in 2019, October was the month with the most distracted driving crashes (1,800). U Drive. U Text. U Pay.
• In Michigan in 2019, Friday was the day with the most distracted driving crashes (3,099). U Drive. U Text. U Pay.
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• Texting while driving is dangerous and deadly for the driver, passengers, and other road users. In Michigan, it’s illegal. Today and every day. Remember: U Drive. U Text. U Pay.
• According to the NHTSA, 3,142 people were killed nationwide in motor vehicle crashes involving distracted drivers in 2019. Remember: U Drive. U Text. U Pay.
• We understand the temptation, but there are other times to respond to notifications on your phone than to do it while you’re driving. First, pull over to a safe location, and then send your message. U Drive. U Text. U Pay.
• Texting while driving may cost you more than just a ticket—it may cost you your life. U Drive. U Text. U Pay.
• An estimated 400,000 people were injured nationwide in distracted driving crashes in 2018. U Drive. U Text. U Pay.
• Millennials are the biggest offenders when it comes to texting while driving, with more 16- to 24-year-olds handling phones while driving than any other age group. Spread the message: U Drive. U Text. U Pay.
• Women are more likely than men to text and drive. U Drive. U Text. U Pay.
• On the road with friends? Designate your passenger as your “designated texter” to help keep everyone safe. U Drive. U Text. U Pay.
• Reduce distraction by silencing your phone while driving. U Drive. U Text. U Pay.
• Struggling to not text and drive? Activate your phone’s “Do Not Disturb” feature, or put your cell phone in the trunk, glove box, or back seat of your vehicle until you arrive at your destination. U Drive. U Text. U Pay.
While on patrol in the area of Waldon and Giddings deputies effected a traffic stop and made contact with the driver. The driver was not able to provide required vehicle information or his driver’s license, and when the deputies attempted to identify the passenger, he admitted to not having a license. With a truthful name, Deputies determined the driver had a valid extradition warrant for his arrest, he was removed from the vehicle and placed in the rear of the patrol vehicle. Deputies asked the passenger to step out and a search of the vehicle was conducted. The search of the vehicle revealed 2-small bags of suspected cocaine, and drug paraphernalia. All evidence was collected, and the incident is under investigation.

Deputies received a 911 call of a single motor vehicle roll over crash on Lapeer and Casimir. Deputies arrived and made the scene safe and met with the driver and discovered that she had two minor children in the vehicle and one of them was not properly restrained resulting in minor injuries. Driver and her children were treated by Orion Twp Fire and released at the scene. The driver and her children were released at the scene and charges are being filed for the traffic safety violations.
The Sheriff’s Operations Center received two 911 calls from two different neighbors in the area of Waldon and Joslyn Roads regarding a female subject who had been hiding in the bushes and ringing their doorbells. The callers reported that the female subject was distraught and stated that someone was chasing her with guns. This information was found to be false.

Upon arrival, deputies contacted the neighbors on Orbit Street, and it was ascertained the unknown female had fled the area. Deputies began searching for the subject, a few moments later, the Sheriff’s Operations Center received another 911 call from a staff member at the Waldon Middle School located at 2509 Waldon Road who advised of a distraught female was now pounding on the locked doors of the school.

Deputies met with the female subject and began to calm her down when she revealed she had a new infant baby. She would not provide any pertinent information to the exact whereabouts of the infant. Deputies began a search between the distraught mother’s residence and other area relatives’ homes to help locate the baby and ensure the baby was safe.

Based on information gathered from all parties, a perimeter surrounding the wooded area of the best last scene point where the mother may have left the infant was established. Several deputies and a K9 Unit initiated a positive track from Orbit street. Deputies located the infant in a wooded area face down on the banks of a creek within the perimeter. The baby was breathing and in a hypothermic state. Deputies provided immediate first aid to warm the child and clear his airway. The infant was turned over to paramedics from the Orion Township EMS who took over care of the infant and transported him to St. Joseph’s Mercy Hospital for further treatment.

The OCSO Search and Rescue Team and the OCSO Aviation Unit, who had both been activated, were cancelled prior to their arriving on the scene. Detectives arrived on the scene and began their investigation. Through the course of their investigation it was revealed that the mother had been in the wooded area for hours and has prior mental health incidents in Oakland County. The father of the infant had been sleeping when the mother left the apartment in the early hours of the morning with the infant.

VICTIM INFORMATION: 4-month-old male, resident of Orion Township

MOTHER INFORMATION: 37-year-old female, resident of Orion Township

UPDATE: A criminal complaint request was turned over to the Oakland County Prosecutors Office for abandoning the 4-month infant in the woods.
Deputies responded to 3575 Baldwin Rd for a fight in progress between customers and an employee of the bar. Deputies arrived and made the scene safe. Deputies spoke with the owner and he stated that he asked the two suspects to leave the establishment after a disturbance on the patio. Both suspects left but returned approximately 15 minutes later and tried to get back into the bar. The owner stopped them at the door and denied them entry, at this point a 25-year-old Flint resident started punching the owner in the face. The second male 24-year-old Flint resident also started punching the owner. A couple of customers jumped in and helped the owner until OCSO deputies arrived. Deputies contacted Orion Fire for one of the suspects who was bleeding from the nose. Orion Fire transported one of the suspects to the hospital for his injuries, and the other was released to his parents. Both suspects were giving tickets for assault and battery and were giving a trespass warning not to return.

Deputies responded to the 900 block of Orion Rd for a burglary report. A 49-year-old resident stated that when he walked out of his residence, he noticed a grey hat lying in the driveway that didn’t belong to him or anyone in the house. As he looked around, he noticed that the garage door was ajar when he went inside, he noticed that the windshield on the vehicle was cracked and the contents of the vehicle were all thrown about. Suspect unknown. All information was gathered and turned over to the detective’s investigation continues.

Deputies responded to the 2902 S Baldwin Rd (Trella Cleaners) for a MDOP complaint. An employee stated that sometime during the night an unknown suspect broke out one of the windows on one of the work vans. Deputies noticed a small amount of blood on the B pillar near the broken window. Deputies also located video of the incident from a neighboring business. All evidence was collected and turned over to detectives. Investigation continues.

Deputies responded to the Orion Twp Substation for a credit card report. A 62-year-old resident stated that between 6/16/2020 through 7/10/2020 an unknown suspect charged several thousands of dollars to his unemployment assistance card. The charges occurred in California, Ohio and Washington State. All information was collected and turned over to detectives. Investigation continues.
21-69145  4/08/2021  3:30PM  Motor Vehicle Theft

Deputies responded to 1601 Brown Rd (Fed Ex) for a UDAA report. A 25-year-old Fenton Twp residence stated that he reported to work at FedEx at 7:30AM and parked his vehicle in the guarded employee parking lot. Upon returning to his vehicle he discovered that it had been stolen. The victim checked an app on his phone and located his vehicle in St. Clair Shores. Suspect unknown. All information was collected and turned over to detectives. Investigation continues.

21-70780  4/10/2021  8:49PM  Unusual Behavior - Overdose

Deputies responded to the 4100 block of Maybee Rd on a subject acting irrational possible overdosing called in by family members. Deputies arrived and located the subject in his bedroom. Deputies made the scene safe and then determined that the 24-year-old subject consumed several different drugs throughout the day and needed to go to the hospital. Star EMS arrived and transported the subject to St. Joseph Hospital for evaluation.

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Orion Township Call Volume
April 01, 2021-April 14, 2021

Medical Calls- 84
Non- Medical Calls- 32
Total Call Volume- 116

Year to Date- 865

Fire Department Significant Incidents

- Large unattended grass and rubbish fire.
- Hazardous Material incident at a commercial business
- Several open burning complaints
- Severely hypothermic infant found by OCSD. FD assisted with active warming and transport to hospital.
- New hire firefighter started 2 week orientation academy
- FD is now at full strength with 30 fire suppression personnel
- FD had 3 firefighters off work due to COVID
REQUEST
Following please find Parks Update Report.

RECOMMENDATION (MOTION)
Board action would be to receive and file the report, as presented.
**General Parks Update**

-Miracle Field concessions facility is underway. The foundation and block work are complete. The tentative completion date is scheduled for the beginning of June (weather/ material dependent). The Miracle League season opening day is tentatively scheduled for June 5th.

-Spring startups are underway and the operations team is doing a great job. The parks are in full swing with the unseasonably warm weather.

-Wildwood has some great shows programmed for this year. We're planning to work with two separate groups to offer a variety of performances on the hill.

-April 24 from 9am-1pm will be the 5th annual Green Up event at Camp Agawam. We're also planning to plant a tree for Arbor Day.

-We have been conditionally approved from EGLE for our campground license. We're currently working with OCHD to finalize septic inspections.

**Parks Capital Projects**

-Tennis/ Pickleball Courts at the North end of Friendship Park near existing restrooms. We are currently with G2 to complete soil testing. Once the soil testing is complete OHM will finalize engineering and an RFP will be drafted for publication.

-Wildwood Amphitheater sound and lighting system upgrades. The project is currently out for public bids.

-Wildwood Amphitheater covered pavilion at the top of the hill to the East of the concessions building. The project was already published for bid once and no bid were received. We plan to reduce the project scope and rebid the project.

-Orion Center Trailhead paving (currently in the beginning phase of this project, planning).

-Camp Agawam beach expansion – Planned for later in the year.
- Camp Agawam vault toilet replacements – Planned for later this year

- Updating kitchens/ appliances at Friendship Park, Birch Grove Lodge, Alberici Lodge, Wildwood Concessions – Planned for late spring/ early summer.

- Updating Orion Center exercise equipment – Planned for later this year.

**General Safety Path Update**

- Safe Routes to School is expected to start April 26, 2021 and run through November 11, 2021. See work schedule below:

  **Waldon Middle School** (Pathway along S. side of Waldon & School Campus Work) - Construction Start Date anticipated* week of April 26th, 2021

  **Carpenter Elementary School** (Sidewalk along E. side of Joslyn + S. side of Flintridge) - Construction Start Date anticipated* week of May 24th, 2021

  **Stadium Elementary School & Scripps Middle School** (Round Tree Subdivision Sidewalks, RRFB on Stadium, & School Campus Work) - Construction Start Date anticipated* week of June 10th, 2021

  **Orion Oaks Elementary School** (N. Side of Orion Center Parking lot & School Campus Work) – Construction Start Date anticipated* week of July 26th, 2021

  **Webber Elementary School** (School Campus Work) - Construction Start Date anticipated* week of July 26th, 2021

  **Paint Creek Elementary School** (Pathway along N. side of Indianwood & School Campus Work) - Construction Start Date anticipated* week of August 11th, 2021

  **Blanche Sims Elementary School** – (RRFB Pedestrian Crossing) Construction Start Date anticipated* week of August 11th, 2021

  **Greenshield and Lapeer intersection** (Pedestrian Bridge) - Construction Start Date anticipated* week of September 11th, 2021

  NOTE*: This construction schedule will be updated on a bi-monthly basis to show the most up to date anticipated start dates for each work area. Construction schedules rely heavily on the weather for operations to be completed correctly and fair weather is significantly important for a construction schedule to stay on track.

- Waldon Road retaining wall (#3) is currently in engineering review. Superior Excavating is expected to begin work once OHM has completed the review.

- We are currently reviewing portions of the pathway for sealcoating and repairs.

- Gregory Meadows Pathway project is currently in the easement acquisitions phase. Easement documents will be mailed out this week.
-Our operations team is addressing safety concerns along the pathways (i.e. snow plowing gravel, down trees, etc.)
Agenda Item Summary

To:       Board of Trustees  
From:     Donni Steele, Township Treasurer  
Meeting Date:  April 19, 2021  
Memo Date:  April 19, 2021  
Subject:  Safety path Gap on north Silverbell Road

REQUEST
To ask Silver Bell Spruce developer to complete the safety path loop along the north side of Silverbell Road in front of 105 Silverbell Road during the Safety Path installation portion of their construction project; and the Township to bear the expense of this approximate 60' gap.

REASON
The new gas station is being built on the corner of Silverbell Road and M-24. They are responsible for completing the safety path along their parcel on north Silverbell and on the east side of M-24. Currently there is approximately 60' of path missing along 105 E. Silverbell. The installation of the path at Silver Spruce Plaza is being installed within the next week. Tammy Girling has asked the developer if they would continue this path in front of this resident’s home- and they have agreed, provided Township bears the expense. OHM looked at project on Friday and indicated the cost would be approximately $125/ if or $94.00 conservatively.

PROCESS
Receive Board approval and have developer/contractor/OHM expand trail in front of parcel.

BUDGET
If yes, fill out information below:

| Fund Name: | 402 - Safety Path | Project/Grant Tracking? | ☐ |
| Review by Budget Director? | ☐ | Expected Invoice Date: | 5/31/2021 |

ACCOUNT NUMBER/NAME

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RECOMMENDATION (MOTION)
Move to authorize budget adjustment to finish safety path of approximately 60' in front of 105 E. Silverbell. Cost not to exceed $10,000 and authorize OHM, and Silver Spruce developer to complete this connection of safety path along Silverbell road from project to existing path.