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In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.
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
Monday, August 17, 2020 at 7:00 p.m.

The Charter Township of Orion Board of Trustees will hold a special meeting on Monday, August 17, 2020 at 7:00 p.m.

Due to the health concern of COVID-19 and Governor Whitmer’s Executive Order 2020-15, The Charter Township of Orion Board of Trustees is being offered via video conference and in person at Orion Center, 1335 Joslyn Road, Lake Orion, MI 48360.

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

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

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

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

Access Code: 308-965-445

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

Posted 08/12/2020

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.
Charter Township of Orion
Oakland County, Michigan

Proclamation
National Recovery Month
By the Supervisor of the Charter Township of Orion

Whereas substance abuse recovery is important for individual well-being and vitality, as well as for families, communities and businesses; and

Whereas, according to SAMHSA (Substance Abuse and Mental Health Services Administrative), in 2018, an estimated 20.3 million people aged 12 or older had a substance use disorder; and

Whereas, we will continue to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and

Whereas we believe everyone facing substance use disorders deserve the benefit of recovery; and

Whereas stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and

Whereas substance use disorders occur when the recurrent use of alcohol and/or drugs causes clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and

Whereas substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of his/her choice while striving to achieve his/her full potential; and

Whereas substance use disorder recovery benefits individuals with substance use disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society, and also enriches the culture of our community; and

Now therefore I, Chris Barnett, Supervisor of the Charter Township of Orion, along with the Oakland Community Health Network, do hereby proclaim September 2020 as National Recovery Month, and call upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

Chris Barnett, Supervisor
Charter Township of Orion

Issued August 17, 2020
Charter Township of Orion  
Oakland County, Michigan

Proclamation  
National Suicide Prevention Month  
By the Supervisor of the Charter Township of Orion

Whereas, September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and

Whereas, World Suicide Prevention Day is observed each year on September 10; and

Whereas, Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

Whereas, according to the CDC, each year more than 48,000 people die by suicide; and

Whereas, suicide is the second leading cause of death for people 10 to 34 years of age, the fourth leading cause of death among people 35 to 54 years of age, and the eighth leading cause among people 55 to 64 years of age; and

Whereas, organizations like the National Alliance on Mental Illness (NAMI) and National Suicide Prevention Lifeline, 800-273-TALK (825) work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and

Whereas, every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all silently fighting our own battles; and

Whereas, Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy.

Now Therefore, I, Chris Barnett, Supervisor of the Charter Township of Orion, along with the Oakland Community Health Network, hereby proclaims the month of September 2020 as National Suicide Prevention Month and calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our State to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

Chris Barnett, Supervisor  
Charter Township of Orion

Issued August 17, 2020
8/17/2020

INVOICES

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<tr>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Non Board Bills</td>
<td>7/27/2020</td>
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Total Invoice Disbursements $4,075,635.08

Total Checks $4,114,583.81

PAYROLL

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<td>Benefit Expenses</td>
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Total Payroll Disbursements $529,485.34

Grand Total Disbursements $4,605,120.42

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, July 20, 2020 at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. Supervisor Barnett called the meeting to order at 7:05 p.m. Via Video Conference – GoToMeeting Access Code 308-965-445 (Meeting being conducted via video conference due to the health concern of COVID-19 and the Governor’s Executive Order 2020-15)

2. VIRTUAL MEETING INSTRUCTIONS. Were given.

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

BOARD MEMBERS ABSENT: None

OTHERS PRESENT: Aaron Whatley ONTV Dan Kelly

3. INVOCATION AND PLEDGE. Clerk Penny Shults led the Invocation, followed by the Pledge of Allegiance.

4. APPROVAL OF BILLS. Moved by Treasurer Steele, seconded by Trustee Birney to authorize payment of bills in the amount of $1,247,337.41 and payrolls in the amount of $222,347.31, for a total disbursement of funds in the amount of $1,469,684.72, as presented. AYES: Steele, Birney, Dalrymple, Flood, Steimel, Barnett, Shults ABSENT: None NAYS: None MOTION CARRIED

5. PUBLIC COMMENT. Public comment was heard.


Moved by Trustee Flood, seconded by Trustee Birney to approve the agenda, as amended. MOTION CARRIED

7. CONSENT AGENDA
   A. Minutes - Regular Meeting - July 6, 2020. Approve, as presented.

   B. OCCCC Re-Appointments. Reappoint Ralph Painter and Tom Watson as an appointees of the Township Board to new two-year terms expiring June 30, 2022 on the Cable Commission.

D. Fire Station #1 Sidewalk Easement. Authorize Supervisor to sign the attached easement for a sidewalk at Fire Station #1 in the Village.

E. Lake Orion High School Fireworks Permit. Approve the request contingent upon:
- Making any changes required by the Fire Department and Sheriff Department
- The display being conducted in full compliance with the current code for fireworks displays
- All required social distancing rules being followed.

F. Schedule Township Board/Corridor Improvement Authority Joint Meeting August 12, 2020 5:00 PM at Orion Center. Schedule a joint meeting of the Township Board and Corridor Improvement Authority on August 12, 2020, at 5:00 p.m., at the Orion Center., and direct the Clerk to post as an open meeting.

G. Hire Full Time Building/Assessing Clerk. Hire Renata White as full-time Clerk – Building/Assessing, a Level 3 Technical Unit union position at $15.88 per hour, 40 hours per week, full benefits, start date to be August 3, 2020, contingent upon passing all applicable tests and screening.

H. Mute Swan Nest/Egg Destruction Program. Authorize the Supervisor to correspond with the DNR to request Mute Swan Nest/Egg Destruction from any lake in the Township upon written receipt of the residents and/or the homeowners association governing that lake or a portion of it, for a five-year time period from 2021 to 2025.

I. Goose Roundup & Nest Destruction Program. Authorize the Supervisor to correspond with the DNR to request Goose Roundup & Nest Destruction from any lake in the Township upon written receipt of the residents and/or the homeowners association governing that lake or a portion of it, for a five-year time period from 2021 to 2025.

J. Purchase Park Furniture. Authorize the purchase of park furniture from Uline, Inc., at a cost not to exceed $9,492.00.

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

8. PENDING.
A. Resolution - Emergency Temporary Relocation of Polling Location, Carpenter Elementary School. Moved by Clerk Shults, seconded by Trustee Birney to adopt the Resolution for an Emergency Temporary Relocation of precinct 7, Carpenter Elementary School to Waldon Middle School for the August 4, 2020 Primary Election.
AYES: Steimel, Birney, Dalrymple, Flood, Barnett, Shults, Steele  ABSENT: None
NAYS: None  MOTION CARRIED
B. Discussion: Emergency Powers. Discussion ensued regarding the emergency powers granted to the Supervisor during COVID 19. No action taken. This item will be considered at the August 17, 2020 Board meeting.

C. Resolution - Great Lakes Water Authority. Moved by Trustee Flood, seconded by Trustee Steimel to approve the Resolution to Concur in the Rules and Regulations Concerning Industrial Pretreatment Program as adopted by The Great Lakes Water Authority and authorize the Township Clerk to certify and file same. AYES: Shults, Steele, Birney, Dalrymple, Flood, Steimel, Barnett ABSENT: None NAYS: None MOTION CARRIED

9. REPORTS

10. PUBLIC COMMENT. Public comment was not heard.

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

12. CLOSED EXECUTIVE SESSION - Discuss Pending Litigation. Moved by Clerk Shults, seconded by Trustee Steimel to go to Closed Executive Session to discuss Pending Litigation. AYES: Barnett, Shults, Steele, Steimel, Birney, Dalrymple, Flood ABSENT: None NAYS: None MOTION CARRIED

The Board was in Closed Executive Session from 8:13 p.m. to 8:50 p.m. to discuss Pending Litigation.

Moved by Trustee Steimel, seconded by Trustee Flood to reconvene the regular meeting. MOTION CARRIED

13. ADJOURNMENT. Moved by Trustee Flood, seconded by Trustee Birney to adjourn. MOTION CARRIED. The meeting was adjourned at 8:51 p.m.

Transcription: P. Shults

Penny S. Shults, Clerk

Chris Barnett, Supervisor
CALL TO ORDER. The Charter Township of Orion Board of Trustees held a special meeting on Thursday, August 6, 2020, at Orion Center, 1335 Joslyn Road, Lake Orion, Michigan. Supervisor Barnett called the meeting to order at 6:00 p.m. The meeting was also held via GoToMeeting Access Code 308-965-445 (Meeting being conducted via video conference due to the health concern of COVID-19 and the Governor’s Executive Order 2020-15).

2. VIRTUAL MEETING INSTRUCTIONS. Were given.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Julia Dalrymple, Mike Flood, John Steimel, and Brian Birney (virtually)

BOARD MEMBERS ABSENT: none

OTHERS PRESENT:
Sam Ashley  Jeff Stout  Jason Lipa  Lt. Dan Toth
Jim Stevens  Scott Reynolds  Dan Kelly  Sam Timko
Ashley Coyle  Lois Porter  Neal Porter  Marie Monaco
Luzia Diac

All rose for the Pledge of Allegiance.

3. PUBLIC COMMENTS. Were not heard.

4. APPROVAL OF THE AGENDA. Moved by Trustee Flood, seconded by Trustee Dalrymple to approve the agenda, as presented. MOTION CARRIED

5. PENDING BUSINESS.
A. Accept Employee Resignation. Moved by Trustee Flood, seconded by Treasurer Steele to accept the resignation of Marsha Carroll Office Coordinator – Public Service Department, with regret and authorize posting/advertising the vacant position. AYES: Birney, Dalrymple, Flood, Barnett, Shults, Steele, Steimel  ABSENT: None  NAYS: None  MOTION CARRIED

B. Employee Request to Revert to Former Position. Moved by Treasurer Steele, seconded by Trustee Flood to approve the request of Ms. Heinze and allow her to revert to the part-time Clerk Typist – Voter Registration position, for personal reasons, and authorize posting/advertising the full-time Clerk Typist – Voter Registration position, effective date to be determined. AYES: Dalrymple, Flood, Barnett, Shults, Steele, Steimel, Birney  ABSENT: None  NAYS: None  MOTION CARRIED

C. Orion Municipal Complex & Future Park Presentation.

Scott Reynolds, Auger Klein Aller Architects Inc., provided an overview of the building plans and outlined the process for developing the new Township Hall and Police Department Facilities.
Sam Ashley, Cunningham-Limp Development Company provided an overview of the following documents:

- Preliminary Project Schedule
- Recommended Subcontractor list
- Historical Cost Evaluation
- Summary of Construction Costs
- Construction Budget Summary
- Additional Cost Options
- Project Cashflow
- Owner Direct Purchase Cost Breakdown
- Summary of Total Project Costs

Supervisor Barnett gave a presentation outlining how we will fund the construction project and provided the following documents:

- Schedule of Debt Service Requirements
- Proposed Rent for Township Hall and Sheriff Substation
- Future Revenue Projections


7. Board Comment. Was heard.

8. Closed Executive Session – Attorney Opinion regarding Pending Litigation. Moved by Clerk Shults, seconded by Treasurer Steele to go to Closed Executive Session to discuss Pending Litigation. AYES: Shults, Steele, Steimel, Birney, Dalrymple, Flood, Barnett
   ABSENT: None   NAYS: None   MOTION CARRIED

The Board was in Closed Executive Session from 8:40 p.m. to 9:01 p.m. to discuss Pending Litigation.

   Moved by Clerk Shults, seconded by Trustee Flood to reconvene the regular meeting. MOTION CARRIED

9. ADJOURNMENT. Moved by Trustee Flood, seconded by Clerk Shults Birney to adjourn. MOTION CARRIED. The meeting was adjourned at 9:02 p.m.

Transcription: P. Shults

Penny S. Shults, Clerk
Chris Barnett, Supervisor
Agenda Item Summary

To: Orion Township Board of Trustees
From: Penny S. Shults, Clerk
Meeting Date: August 17, 2020
Memo Date: August 12, 2020
Subject: Resolution for Charitable Gaming License: Homes for Autism

REQUEST
Bill Schramm of Homes For Autism is requesting that the Board adopt the attached Local Governing Body Resolution for a Charitable Gaming License, recognizing the Homes For Autism as a nonprofit organization operating in our community. They wish to sell raffle tickets. (see attached email).

REASON
The Charitable Gaming Commission of the Michigan Lottery requires that local civic organizations submit an adopted resolution with their application in order to sell raffle tickets under state law.

PROCESS

BUDGET - Financial Item?  [ ] Yes  [x] No

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

RECOMMENDATION (Motion)
Board action would be to adopt the Local Governing Body Resolution for Charitable Gaming Licenses on behalf of Homes For Autism, as presented.
LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL.432.103(K)(ii))

At a ____________ meeting of the ____________________________
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by ____________________________ on ____________
DATE
at ____________ a.m./p.m. the following resolution was offered:
TIME

Moved by ____________________________ and supported by ____________________________

that the request from ____________________________ of ____________________________,
NAME OF ORGANIZATION CITY
county of ____________________________, asking that they be recognized as a
COUNTY NAME
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for ____________________________.
APPROVAL/DISAPPROVAL

<table>
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<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
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</thead>
<tbody>
<tr>
<td>Yeas:</td>
<td>Yeas:</td>
</tr>
<tr>
<td>Nays:</td>
<td>Nays:</td>
</tr>
<tr>
<td>Absent:</td>
<td>Absent:</td>
</tr>
</tbody>
</table>

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the ____________________________ at a ____________________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on ____________________________.
DATE

SIGNED: ____________________________
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required
PENALTY: Possible denial of application
BSL-CG-1153(R6/09)
Penny,  
Homes For Autism wishes to run a raffle for the sale of 300 tickets for $50 each. We will be having the 15 members of our Board sell tickets and have the drawing at my house on October 1, 2020.  
To get a Michigan Lottery raffle license, HFA needs an approval of a resolution from the Township Board. See attached. Because we cannot have our annual dinner/ fund raiser, HFA decided to have a raffle. Can you put this on an upcoming agenda or can it be done w/o out a full Board hearing? I am available to come before the Board as needed: video. THX for your assistance.  
Hope you and your family are safe in this trying time.

Bill Schramm  
President  
Homes For Autism

William J. Schramm  
2674 Browning Road  
Lake Orion, MI 48360-1816  
248-391-2674  
248-505-3982 (cell)  
schrammpatent@comcast.net

Virus-free. www.avg.com
Agenda Item Summary

To: Board of Trustees

From: Chris Barnett
         Township Supervisor

Meeting Date: August 13, 2020
Memo Date: August 17, 2020
Subject: MMRMA Proposal

REQUEST:
Attached please find information on our insurance renewal for MMRMA.

REASON:

PROCESS:

BUDGET
If yes, fill out information below:

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

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

RECOMMENDATION (Motion)
Approve the renewal and authorize the Supervisor to sign on behalf of the Township.

attachments
BLANKET FAITHFUL PERFORMANCE BOND
CERTIFICATE OF PROTECTION

KNOW ALL MEN BY THESE PRESENTS:

This certificate is issued as a matter of information only and confers no rights upon the certificate holder unless amended below.

This certifies that Charter Township of Orion as a member of this Authority has Blanket Faithful Performance Bond Protection in the amount of One Million Dollars ($ 1,000,000.00).

Blanket Faithful Performance
Description of Protection

Fidelity

(1) The Scope of Loss Fund Protection includes loss caused to the member by conversion to personal use or through the failure of any of the employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the period of membership in the Authority, the amount of indemnity of each of such employees being the amount indicated on the Limits of Liability.

General Agreement-Loss Under Prior Bond

(1) If the protection of this provision is substituted for any prior coverage carried by the member which prior bond is terminated, cancelled or allowed to expire as of the time of such substitution, the member agrees that such agreement applies to loss sustained by, or caused to, the member, as the case may be, prior to or during the bond period, provided that such loss is discovered after the beginning of the period of membership and that such loss would have been recoverable by the member under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

(a) The indemnity afforded by this agreement shall be a part of and not in addition to the limit afforded above;
(b) Such loss would have been covered under such insuring agreement had such insuring agreement with its agreements, conditions and limitations as of the time of such substitutions been in force when the acts or defaults causing such loss were committed;
(c) Recovery under this agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such insuring agreement in the amount for which it is written as of the time of such substitution, had such insuring agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.
Section 3

Definitions
(1) “Employee” means person while in the employ of the member during the period of membership.

Section 4

Conditions
(1) In case a loss is alleged to have been caused to the member through acts or defaults by an employee and the member shall be unable to designate the specific employee causing such loss, the member shall nevertheless have the benefit of this provision provided that the evidence submitted reasonably establishes that the loss was in fact caused by an employee through such acts or defaults and provided, further, that regardless of the number of such employees concerned or implicated in such loss, the aggregate liability for any such loss shall not exceed the limit of liability.

(2) The limit of liability shall not be cumulative from year to year.

(3) This provision shall be deemed to be cancelled as to any employee:
   (a) Immediately upon discovery by the member of any act on the part of such employee which would constitute a liability under this provision covering such employee; or
   (b) Upon the death, resignation or removal of such employee; or
   (c) Upon termination of membership in the Authority.

Should the member indicated below withdraw from the Authority prior to the expiration date shown, the Authority shall notify the certificate holder in writing thirty (30) days in advance of such withdrawal, but failure to mail such notice shall impose no obligation or liability of any kind upon the Authority.

Certificate Holder:
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

Member:
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

Expiration Date of Membership: Continuous Until Cancelled

Date Issued: July 1, 2020

Authorized Representative

[Signature]
### Reasons for Premium Change

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<th>% Change</th>
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<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Coverages</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Sewer Backup Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$15M w/ $75K SIR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-20: 3.5%</td>
<td>2018-19: 5.5%</td>
<td>2017-18: 2.5%</td>
<td>2016-17: 4.2%</td>
</tr>
<tr>
<td>SLP</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>SL$</td>
<td>$5,666</td>
<td>$5,596</td>
<td>$6,361</td>
</tr>
</tbody>
</table>

#### Total Contribution

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
<th>Total Change</th>
<th>% Change (+ -)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$196,558</td>
<td>$213,070</td>
<td>$16,512</td>
<td>8.4%</td>
</tr>
<tr>
<td>$196,558</td>
<td>$213,070</td>
<td>$16,512</td>
<td>8.4%</td>
</tr>
<tr>
<td>$25,332,055</td>
<td>$24,551,841</td>
<td>-$780,215</td>
<td>-3.1%</td>
</tr>
</tbody>
</table>

**Notes:**

MMRMA Liability Claims Adjuster changed from Robert Armstrong to Bill Kelley

### RAP Grants

<table>
<thead>
<tr>
<th>Approved</th>
<th>Issued</th>
<th>Description</th>
<th>Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/14/2014</td>
<td>4/16/2014</td>
<td>Digital Cameras &amp; Security</td>
<td>$11,884</td>
<td>50% up to $11,884</td>
</tr>
<tr>
<td>11/18/2014</td>
<td>4/14/2015</td>
<td>Citizen Planner training</td>
<td>$560</td>
<td>70% up to $560</td>
</tr>
<tr>
<td>3/19/2018</td>
<td>3/19/2018</td>
<td>Security Upgrade Project</td>
<td>1/3 up to $1439.33</td>
<td></td>
</tr>
<tr>
<td>11/14/2018</td>
<td>12/17/2018</td>
<td>Stair Chair Project</td>
<td>$3,000</td>
<td>50% up to $3,000</td>
</tr>
<tr>
<td>3/18/2019</td>
<td>4/25/2019</td>
<td>VSP Fire Investigation Project</td>
<td>$949</td>
<td>75% up to $948.75</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
<td>Description</td>
<td>Amount</td>
<td>Percentage to Amount</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
<td>---------------------------------------</td>
<td>---------</td>
<td>----------------------</td>
</tr>
<tr>
<td>8/26/2019</td>
<td>3/12/2020</td>
<td>Fire Station Control System</td>
<td>$14,300</td>
<td>1/3 up to $14,300</td>
</tr>
<tr>
<td>8/28/2019</td>
<td>10/10/2019</td>
<td>Playground Safety Inspector</td>
<td>$413</td>
<td>75% up to $412.50</td>
</tr>
<tr>
<td>3/6/2020</td>
<td>4/1/2020</td>
<td>Fire Staff &amp; Command Projec</td>
<td>$2,438</td>
<td>75% up to $2,437.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$33,793</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Distribution</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>MMRMA</td>
<td>$7,342</td>
</tr>
<tr>
<td>2007</td>
<td>MMRMA</td>
<td>$16,661</td>
</tr>
<tr>
<td>2008</td>
<td>MMRMA</td>
<td>$16,283</td>
</tr>
<tr>
<td>2010</td>
<td>MMRMA</td>
<td>$10,937</td>
</tr>
<tr>
<td>2011</td>
<td>MMRMA</td>
<td>$48,796</td>
</tr>
<tr>
<td>2012</td>
<td>MMRMA</td>
<td>$57,000</td>
</tr>
<tr>
<td>2013</td>
<td>MMRMA</td>
<td>$41,192</td>
</tr>
<tr>
<td>2014</td>
<td>MMRMA</td>
<td>$139,564</td>
</tr>
<tr>
<td>2015</td>
<td>MMRMA</td>
<td>$201,310</td>
</tr>
<tr>
<td>2016</td>
<td>MMRMA</td>
<td>$98,277</td>
</tr>
<tr>
<td>2017</td>
<td>MMRMA</td>
<td>$103,975</td>
</tr>
<tr>
<td>2018</td>
<td>MMRMA</td>
<td>$41,848</td>
</tr>
<tr>
<td>2019</td>
<td>MMRMA</td>
<td>$35,070</td>
</tr>
<tr>
<td>2020</td>
<td>MMRMA</td>
<td>$43,059</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$861,314</strong></td>
</tr>
</tbody>
</table>
MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY
COVERAGE PROPOSAL

Member: Charter Township of Orion
Date of Original Membership: July 1, 1997
Proposal No: Q00012569
Proposal Effective Dates: July 01, 2020 To July 01, 2021
Member Representative: Chris Barnett
Telephone #: (248) 391-0304
Regional Risk Manager: Ibex Insurance Agency
Telephone #: (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. Charter Township of Orion (hereinafter "Member") is eligible to be a Member of MMRMA. Charter Township of Orion agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

Charter Township of Orion is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member’s Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

Charter Township of Orion is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member’s Self Insured Retention (hereinafter the "SIR"). Charter Township of Orion’s SIR and deductibles are as follows:
### Table I

**Member Deductibles and Self Insured Retentions**

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>SELF INSURED RETENTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability</td>
<td>N/A</td>
<td>$75,000 Per Occurrence</td>
</tr>
<tr>
<td>Vehicle Physical Damage</td>
<td>$1,000 Per Vehicle</td>
<td>$15,000 Per Vehicle</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$30,000 Per Occurrence</td>
</tr>
<tr>
<td>Fire/EMS Replacement Cost</td>
<td>$1,000 Per Occurrence</td>
<td>N/A</td>
</tr>
<tr>
<td>Property and Crime</td>
<td>$1,000 Per Occurrence</td>
<td>N/A</td>
</tr>
<tr>
<td>Sewage System Overflow</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **Charter Township of Orion** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
2. Specialized Emergency Response Expense Recovery Coverage
3. 
4. 

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**Charter Township of Orion** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.
### Table II

**Limits of Coverage**

<table>
<thead>
<tr>
<th>Liability and Motor Vehicle Physical Damage</th>
<th>Limits of Coverage Per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td>1 Liability</td>
<td>15,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>2 Judicial Tenure</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3 Sewage System Overflows</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>4 Volunteer Medical Payments</td>
<td>25,000</td>
<td>N/A</td>
</tr>
<tr>
<td>5 First Aid</td>
<td>2,000</td>
<td>N/A</td>
</tr>
<tr>
<td>6 Vehicle Physical Damage</td>
<td>1,500,000</td>
<td>N/A</td>
</tr>
<tr>
<td>7 Uninsured/Underinsured Motorist Coverage (per person)</td>
<td>100,000</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>250,000</td>
<td>N/A</td>
</tr>
<tr>
<td>8 Michigan No-Fault</td>
<td>Per Statute</td>
<td>N/A</td>
</tr>
<tr>
<td>9 Terrorism</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property and Crime</th>
<th>Limits of Coverage Per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td>1 Buildings and Personal Property</td>
<td>25,518,41</td>
<td>350,000,000</td>
</tr>
<tr>
<td>2 Personal Property in Transit</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>3 Unreported Property</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>4 Member's Newly Acquired or Constructed Property</td>
<td>10,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>5 Fine Arts</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>6 Debris Removal (25% of insured direct loss plus)</td>
<td>25,000</td>
<td>N/A</td>
</tr>
<tr>
<td>7 Money and Securities</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>8 Accounts Receivable</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)</td>
<td>5,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10 Fire and Emergency Vehicle Rental (12 week limit)</td>
<td>1,000 per week</td>
<td>N/A</td>
</tr>
<tr>
<td>11 Structures Other Than a Building</td>
<td>15,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>12 Storm or Sanitary Sewer Back-Up</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>13 Marine Property</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>14 Other Covered Property</td>
<td>10,000</td>
<td>N/A</td>
</tr>
<tr>
<td>15 Income and Extra Expense</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>16 Blanket Employee Fidelity</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>17 Faithful Performance</td>
<td>Per Statute</td>
<td>N/A</td>
</tr>
<tr>
<td>18 Earthquake</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>19 Flood</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>20 Terrorism</td>
<td>50,000,000</td>
<td>50,000,000</td>
</tr>
</tbody>
</table>
Table III

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits of Coverage Per Occurrence/Claim</th>
<th>Deductible Per Occurrence/Claim</th>
<th>Retroactive Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coverage A</strong></td>
<td>Network and Information Security Liability: Regulatory Fines:</td>
<td>Each Claim Included in limit above</td>
<td>$25,000 Each Claim</td>
</tr>
<tr>
<td><strong>Coverage B</strong></td>
<td>Media Injury Liability</td>
<td>Each Claim Included in limit above</td>
<td>$25,000 Each Claim</td>
</tr>
<tr>
<td><strong>Coverage C</strong></td>
<td>Network Security Loss</td>
<td>Each Unauthorized Access Included in limit above</td>
<td>$25,000 Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss</td>
</tr>
<tr>
<td><strong>Coverage D</strong></td>
<td>Breach Mitigation Expense:</td>
<td>Each Unintentional Data Compromise Included in limit above</td>
<td>$25,000 Each Unintentional Data Compromise</td>
</tr>
<tr>
<td><strong>Coverage E</strong></td>
<td>PCI Assessments:</td>
<td>Each Payment Card Breach $1,000,000 Occ./$1,000,000 Agg. Included in limit above</td>
<td>$25,000 Each Payment Card Breach</td>
</tr>
<tr>
<td><strong>Coverage F</strong></td>
<td>Social Engineering Loss:</td>
<td>Each Social Engineering Incident $100,000 Occ./$100,000 Agg Included in limit above</td>
<td>$25,000 Each Social Engineering Incident</td>
</tr>
<tr>
<td><strong>Coverage G</strong></td>
<td>Reward Coverage</td>
<td>Maximum of 50% of the Covered Claim or Loss; up to $25,000 Included in Limit above</td>
<td>Not Applicable</td>
</tr>
<tr>
<td><strong>Coverage H</strong></td>
<td>Telecommunications Fraud Reimbursement</td>
<td>$25,000 Included in limit above</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Annual Aggregate Limit of Liability

<table>
<thead>
<tr>
<th>Member Aggregate</th>
<th>All Members Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000,000</td>
<td>$25,000,000</td>
</tr>
</tbody>
</table>

7/1/20 To 7/1/21
The total liability of MMRMA shall not exceed $5,000,000 per Member Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

The total Liability of MMRMA and MCCRMA shall not exceed $25,000,000 for All Members Combined Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.
### Table IV
Specialized Emergency Response Expense Recovery Coverage

**Limits of Coverage**

<table>
<thead>
<tr>
<th>Specialized Emergency Response Expense Recovery</th>
<th>Limits of Coverage per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Table V
Specialized Emergency Response Expense Recovery Coverage

**Deductibles**

<table>
<thead>
<tr>
<th>Specialized Emergency Response Expense Recovery</th>
<th>Deductible per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>
D. Contribution for MMRMA Participation

Charter Township of Orion

Period: July 01, 2020 To July 01, 2021

Coverages per Member Coverage Overview: $207,095
Stop Loss Coverage: $5,975
Member Loss Fund Deposit: $0
TOTAL ANNUAL CONTRIBUTIONS: $213,070

E. List of Addenda
1. Limited Liability Coverage For Use or Operations of Unmanned Aircraft
2. Stop Loss Program Participation Agreement

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By: Charter Township of Orion

Proposal No: Q000012569

MMRMA

Member Representative

Date

5-13-2020

Date
ADDENDUM

STOP LOSS PROGRAM
PARTICIPATION AGREEMENT

Optional

The Stop Loss Program limits the Member’s cash payments during a July 1 - June 30 year for those costs falling within the Member’s SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member’s paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member’s paid costs exceed the member’s entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member’s SIR. Charter Township of Orion’s entry point is $150,000. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

__________________________________________
Member Representative

Date:________________________________________

MMRMA

Authorized Representative

Date: 5-13-2020

__________________________
ADDENDUM

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

This addendum modifies the Liability and Motor Vehicle Physical Damage Coverage Document

A. LIMITATIONS OF COVERAGE, PROCEDURES, EXCLUSIONS, DEFINITIONS.

1. MMRMA will pay for any loss as defined in Sections 1 and 2 of the Liability and Motor Vehicle Physical Damage Coverage Document, caused by the use or operation of an Unmanned Aircraft, the actual loss up to a $1,000,000 limit per occurrence and subject to a $2,000,000 annual member aggregate.

2. The Member Duties, Responsibilities, Other Conditions stated in Section 7 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for use or operations of Unmanned Aircraft.

3. As respects this Limited Liability Coverage for Use or Operations of Unmanned Aircraft Addendum, Section 7; Member Duties, Responsibilities, Other Conditions, of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following:
   P. FAA COMPLIANCE

   The terms of this Addendum apply only if the Member is in compliance with all FAA rules and regulations governing the use or operation of an unmanned aircraft, at time of occurrence.

4. The Liability and Motor Vehicle Physical Damage Coverage Document Section 4, Definitions, shall apply to this Limited Liability Coverage For Use Or Operation Of An Unmanned Aircraft Addendum.

5. As respects this Limited Liability Coverage For Use Or Operations Of Unmanned Aircraft Addendum, Section 2: Exclusion C, of the Liability and Motor Vehicle Physical Damage Coverage Document is deleted in its entirety and replaced by the following:

   EXCLUSIONS

   C. Ownership, maintenance, loading or unloading, use or operation of any aircraft (other than unmanned aircraft), airfields, or runways; watercraft over 75 feet in length;
Period: 07/01/2020 to 07/01/2021

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

Accepted By: Charter Township of Orion

Member ID: 1244

MMRMA Representative

Member Representative

Date

Date

5-13-2020
Hi Chris,

I hope all is well with you, the family and everyone at the Township!! Strange times indeed!! Obviously I would prefer to come out and meet with you to go over this but times are different now so if you’d like to set up a conference call we can if there are any questions. Attached are your MMRMA renewal documents for policy period: July 1, 2020 to July 1, 2021. Annual contribution is up from last year ($16,512 or 8.4% increase).

The Township is eligible to receive $43,059 from this year’s MMRMA Net Asset Distribution (NAD) of $33.5M to be distributed back to renewing members. Once the Township’s renewal has been completed and a decision is made, please advise whether you would like this deposited into your loss fund, issued as a check, or a combination of both.

Please review and if there are any questions, please let us know. Once approved, we’ll need the Coverage Proposal pages 7, 8 and 10 signed and a copy returned to complete the renewal process with MMRMA. This can be done a few different ways:

- MMRMA implemented DocuSign which is made available to each member of the MMRMA. If you’d like to proceed with processing your renewal through DocuSign, please let me know and I’ll release the email to your attention for receipt of electronic signature.
- If you choose not to utilize DocuSign as it’s not mandatory, please feel free to print proposal pages, sign/date and scan electronic copies of the signed renewal back to my attention.

Please let me know if there are any questions.

Thank you,

Keith Potter
Ibex Insurance Agency
248-538-0470
CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.

2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.


4. ✗ Information only.

5. ___ The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.

6. ✗ Other (as described here): REPLACES STATE FORM BHS-EMS-0092 (10/05) FOR LIFE SUPPORT AGENCIES.

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder: MICHIGAN DEPARTMENT OF COMMUNITY HEALTH EMS & TRAUMA SYSTEMS SECTION (for LIFE SUPPORT AGENCIES) 201 TOWNSEND STREET LANSING, MI 48913

Certificate Expiration Date: July 1, 2021 Date Issued: July 1, 2020

Member: CHARTER TOWNSHIP OF ORION 2525 JOSLYN ROAD LAKE ORION, MI 48360

Member No.: M0001244 Effective Date of Membership: July 1, 1997

Distribution:
Mr. Chris Barnett, Charter Township of Orion Lorraine Zurenko, Underwriting, MMRMA

Authorized Representative

Authorized Representative
CERTIFICATE OF NO FAULT SECURITY

STATE OF MICHIGAN
-NAME AND ADDRESS OF ORGANIZATION
MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY
14001 Merriman,Livonia, Michigan 48154
An authorized Michigan Self-Insurance Association certifies that it has
accepted as a member pursuant to Act 138 P.A., 1982 the following
Governmental entity.

Charter Township of Orion
NAME OF MEMBER
Covers all vehicles owned/leased by Member

PENALTY FOR OPERATION WITHOUT INSURANCE

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security
for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without
proper insurance or other security is guilty of a misdemeanor.
An owner or registrant convicted of such a misdemeanor shall be fined not less than $200.00 nor more than $500.00, or imprisoned for not more than 1 year, or both.

A PERSON WHO SUPPLIES FALSE INFORMATION TO THE SECRETARY OF STATE OR WHO ISSUES OR USES AN INVALID
CERTIFICATE OF INSURANCE IS GUILTY OF A MISDEMEANOR PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN 1 YEAR,
OR A FINE OF NOT MORE THAN $1,000, OR BOTH.

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OR A FINE OF NOT MORE THAN $1,000, OR BOTH.
July 1, 2020

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

Dear Mr. Barnett:

The following is a breakout of annual contribution of your coverage with the Michigan Municipal Risk Management Authority (MMRMA) for the policy period July 1, 2020 to July 1, 2021.

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>General Fund</th>
<th>Parks/Rec Fund</th>
<th>Fire Fund</th>
<th>Water/Sewer Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>$7,375</td>
<td>$13,619</td>
<td>$12,805</td>
<td>$6,316</td>
<td>$40,115</td>
</tr>
<tr>
<td>Liability</td>
<td>$13,000</td>
<td>$2,974</td>
<td>$5,388</td>
<td>$18,161</td>
<td>$39,523</td>
</tr>
<tr>
<td>Errors &amp; Omissions</td>
<td>$21,042</td>
<td>$4,812</td>
<td>$8,722</td>
<td>$29,398</td>
<td>$63,973</td>
</tr>
<tr>
<td>Automobile</td>
<td>$9,899</td>
<td>$3,596</td>
<td>$44,825</td>
<td>$5,163</td>
<td>$63,483</td>
</tr>
<tr>
<td>Stop Loss ($150,000)</td>
<td>$1,966</td>
<td>$450</td>
<td>$815</td>
<td>$2,745</td>
<td>$5,976</td>
</tr>
</tbody>
</table>

$213,070

If you have any questions, please feel free to contact Chelsea O’Malley at chelseao@ibexagency.com or 248-538-0470 and she can give you a better understanding of how this breakdown was calculated.

Sincerely,

Keith L. Potter  
Regional Risk Manager
## MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

**Member:** Charter Township of Orion  
**QUOTE NUMBER Q000012569**  
**QUOTE PROPERTY LIST REPORT**  
**EFFECTIVE DATES 7/1/2020 To 7/1/2021**

### Location Address | Location Description
---|---
1. 2525 Joslyn Rd., Lake Orion, MI 48360 | Civic Center Park/Township Hall

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township Hall</td>
<td>$3,326,031</td>
<td>$1,187,760</td>
<td>$4,513,791</td>
</tr>
<tr>
<td>Restroom/Pavilion</td>
<td>$144,017</td>
<td>$0</td>
<td>$144,017</td>
</tr>
<tr>
<td>Amphitheater</td>
<td>$205,738</td>
<td>$6,060</td>
<td>$211,798</td>
</tr>
<tr>
<td>Pumphouse</td>
<td>$234,363</td>
<td>$0</td>
<td>$234,363</td>
</tr>
<tr>
<td>Wildwood Amphitheater Restrooms/Concession (2700 Joslyn Ct)</td>
<td>$124,848</td>
<td>$0</td>
<td>$124,848</td>
</tr>
</tbody>
</table>

**Location Totals** $3,824,070 | $1,193,820 | $5,017,890

### Location Address | Location Description
---|---
2. 1335 - 1349 Joslyn, Lake Orion, MI 48360 | Community Center

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orion Community Center</td>
<td>$5,144,253</td>
<td>$0</td>
<td>$5,144,253</td>
</tr>
</tbody>
</table>

**Location Totals** $5,144,253 | $0 | $5,144,253

### Location Address | Location Description
---|---
3. 3380 Clarkston Rd., Lake Orion, MI 48360 | Friendship Park

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howarth School</td>
<td>$110,296</td>
<td>$3,030</td>
<td>$113,326</td>
</tr>
<tr>
<td>Porritt Barn</td>
<td>$108,088</td>
<td>$17,170</td>
<td>$125,258</td>
</tr>
<tr>
<td>Pavilion</td>
<td>$540,840</td>
<td>$6,060</td>
<td>$546,900</td>
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<tr>
<td>Pumphouse Irrigation</td>
<td>$36,580</td>
<td>$0</td>
<td>$36,580</td>
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<tr>
<td>Pole Barn</td>
<td>$90,123</td>
<td>$10,100</td>
<td>$100,223</td>
</tr>
</tbody>
</table>

**Location Totals** $885,927 | $36,360 | $922,287

### Location Address | Location Description
---|---
4. Clarkston And Kern, Lake Orion, MI 48360 | Paint Creek Trail

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restroom</td>
<td>$19,662</td>
<td>$0</td>
<td>$19,662</td>
</tr>
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</table>

**Location Totals** $19,662 | $0 | $19,662

74
<table>
<thead>
<tr>
<th>Location Address</th>
<th>Location Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. 93 S. Anderson, Lake Orion, MI 48360</td>
<td>Fire Station 1</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Fire Station 1</td>
<td>$1,097,838</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$1,097,838</td>
</tr>
<tr>
<td>6. 465 S. Baldwin, Lake Orion, MI 48360</td>
<td>Fire Station 4</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Fire Station 4</td>
<td>$1,592,713</td>
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<tr>
<td><strong>Location Totals</strong></td>
<td>$1,592,713</td>
</tr>
<tr>
<td>7. 3365 Gregory, Lake Orion, MI 48360</td>
<td>Fire Station 3</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Fire Station 3</td>
<td>$1,787,111</td>
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<tr>
<td><strong>Location Totals</strong></td>
<td>$1,787,111</td>
</tr>
<tr>
<td>8. 2685 Joslyn Ct., Lake Orion, MI 48360</td>
<td>Department of Public Works</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Department of Public Works</td>
<td>$985,636</td>
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<tr>
<td><strong>Location Totals</strong></td>
<td>$985,636</td>
</tr>
<tr>
<td>9. 3825 Joslyn, Lake Orion, MI 48360</td>
<td>Lift Station 1</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Lift Station 1</td>
<td>$199,516</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$199,516</td>
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<tr>
<td>10. 4430 Joslyn, Lake Orion, MI 48360</td>
<td>Lift Station 2</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
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<tr>
<td>Lift Station 2</td>
<td>$194,498</td>
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<td><strong>Location Totals</strong></td>
<td>$194,498</td>
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<tr>
<td>11. 4900 Baldwin S, Lake Orion, MI 48360</td>
<td>Lift Station 3</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Lift Station 3</td>
<td>$188,677</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$188,677</td>
</tr>
<tr>
<td>12. 564 Shrewsbury, Lake Orion, MI 48360</td>
<td>Lift Station 4</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Lift Station 4</td>
<td>$173,121</td>
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<tr>
<td><strong>Location Totals</strong></td>
<td>$173,121</td>
</tr>
<tr>
<td>Location Address</td>
<td>Location Description</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>13. 3490 Park Meadow, Lake Orion, MI 48360</td>
<td>Lift Station 5</td>
</tr>
<tr>
<td>Building Description</td>
<td>Building Value</td>
</tr>
<tr>
<td>Lift Station 5</td>
<td>$204,734</td>
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<tr>
<td>Location Totals</td>
<td>$204,734</td>
</tr>
<tr>
<td>14. 1803 Indianwood, Lake Orion, MI 48360</td>
<td>Lift Station 6</td>
</tr>
<tr>
<td>Building Description</td>
<td>Building Value</td>
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<tr>
<td>Lift Station 6</td>
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<tr>
<td>Location Totals</td>
<td>$157,565</td>
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<tr>
<td>15. 369 Joslyn, Lake Orion, MI 48360</td>
<td>Marina Point Lift Station</td>
</tr>
<tr>
<td>Building Description</td>
<td>Building Value</td>
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<tr>
<td>Marina Point Lift Station</td>
<td>$188,677</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$188,677</td>
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<tr>
<td>16. 248 Barrington, Lake Orion, MI 48360</td>
<td>Lift Station 17</td>
</tr>
<tr>
<td>Building Description</td>
<td>Building Value</td>
</tr>
<tr>
<td>Lift Station 17</td>
<td>$179,143</td>
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<tr>
<td>Location Totals</td>
<td>$179,143</td>
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<tr>
<td>17. 298 Scripps, Lake Orion, MI 48360</td>
<td>Lift Station 18</td>
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<tr>
<td>Building Description</td>
<td>Building Value</td>
</tr>
<tr>
<td>Lift Station 18</td>
<td>$189,981</td>
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<tr>
<td>Location Totals</td>
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<tr>
<td>18. 4971 Interpark, Lake Orion, MI 48360</td>
<td>Lift Station 19</td>
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<tr>
<td>Building Description</td>
<td>Building Value</td>
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<tr>
<td>Lift Station 19</td>
<td>$159,773</td>
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<tr>
<td>Location Totals</td>
<td>$159,773</td>
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<tr>
<td>19. 1201 Silverbell, Lake Orion, MI 48360</td>
<td>Lift Station 20</td>
</tr>
<tr>
<td>Building Description</td>
<td>Building Value</td>
</tr>
<tr>
<td>Lift Station 20</td>
<td>$169,709</td>
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<tr>
<td>Location Totals</td>
<td>$169,709</td>
</tr>
<tr>
<td>20. 3801 Giddings Road, Lake Orion, MI 48360</td>
<td>Fire Station #2</td>
</tr>
<tr>
<td>Building Description</td>
<td>Building Value</td>
</tr>
<tr>
<td>Fire Station #2</td>
<td>$2,562,492</td>
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<tr>
<td>Location Totals</td>
<td>$2,562,492</td>
</tr>
<tr>
<td>Location Address</td>
<td>Location Description</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>21. 789 South Baldwin Road, Lake Orion, MI 48360</td>
<td>Baldwin Booster Station</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baldwin Booster Station</td>
<td>$545,457</td>
<td>$0</td>
<td>$545,457</td>
</tr>
</tbody>
</table>

**Location Totals**

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baldwin Booster Station</td>
<td>$545,457</td>
<td>$0</td>
<td>$545,457</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location Address</th>
<th>Location Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Clarkston Road, Lake Orion, MI 48360</td>
<td>Camp Agawam</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peterson Lodge</td>
<td>$741,058</td>
<td>$98,980</td>
<td>$840,038</td>
</tr>
<tr>
<td>Woodworking Shop</td>
<td>$15,789</td>
<td>$10,790</td>
<td>$26,579</td>
</tr>
<tr>
<td>Home w/ Attached Garage (1223 W. Clarkston Rd.)</td>
<td>$212,763</td>
<td>$0</td>
<td>$212,763</td>
</tr>
<tr>
<td>Utility Building (1223 W. Clarkston Rd.)</td>
<td>$56,302</td>
<td>$16,160</td>
<td>$72,462</td>
</tr>
<tr>
<td>Birch Grove Lodge South Hill Shelter Chapel &amp; Changing Room (1301 W. Clarkston Rd.)</td>
<td>$160,074</td>
<td>$5,858</td>
<td>$165,932</td>
</tr>
<tr>
<td>Shower Room (1301 W. Clarkston Rd.)</td>
<td>$30,571</td>
<td>$5,395</td>
<td>$35,966</td>
</tr>
<tr>
<td>Baker Building Storage Morison Shelter &amp; Hitchcock Shelter</td>
<td>$21,847</td>
<td>$30,380</td>
<td>$52,227</td>
</tr>
<tr>
<td>Trading Post / Utility #1</td>
<td>$9,085</td>
<td>$3,237</td>
<td>$12,322</td>
</tr>
<tr>
<td>Alberici Lodge</td>
<td>$247,889</td>
<td>$78,780</td>
<td>$326,669</td>
</tr>
</tbody>
</table>

**Location Totals**

<table>
<thead>
<tr>
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<th>Total Value</th>
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<td>$9,085</td>
<td>$3,237</td>
<td>$12,322</td>
</tr>
<tr>
<td>Alberici Lodge</td>
<td>$247,889</td>
<td>$78,780</td>
<td>$326,669</td>
</tr>
</tbody>
</table>

**Grand Totals**

<table>
<thead>
<tr>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21,945,931</td>
<td>$2,605,910</td>
<td>$24,551,841</td>
</tr>
</tbody>
</table>

Page 4 of 4
Charter Township of Orion  
**REPLACEMENT COST NOTICE**  
Motor Vehicle Physical Damage  
(Available for Fire and Rescue Units Only)

Coverage Period: July 1, 2020 - July 1, 2021

<table>
<thead>
<tr>
<th>#</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>VIN #</th>
<th>License Plate #</th>
<th>Replacement Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1996</td>
<td>Pierce</td>
<td>Pumper/Tanker</td>
<td>4P1CT02D4TA000321</td>
<td>091x558</td>
<td>$600,000</td>
</tr>
<tr>
<td>2</td>
<td>1996</td>
<td>Pierce</td>
<td>Pumper/Tanker</td>
<td>4P1CT02D9TA000329</td>
<td>091x559</td>
<td>$600,000</td>
</tr>
<tr>
<td>3</td>
<td>1997</td>
<td>GMC</td>
<td>Van/Air Cascade</td>
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**Total Value** $6,485,000

*The above vehicles are to be adjusted on the identified basis, subject to the limit shown.  
Please remember, the maximum amount the MMRMA will pay for loss of the specified vehicles is the value listed above.*
<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>VIN</th>
<th>License Plate</th>
<th>Type</th>
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<td>Heavy Rescue</td>
<td>2NP3HJ8X0LM667986</td>
<td>114X641</td>
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### MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

#### QUOTE NUMBER Q000012569
#### QUOTE AUTO SCHEDULE REPORT
#### EFFECTIVE DATES 7/1/2020 To 7/1/2021

<table>
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<tr>
<th>Year</th>
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<th>VIN Number</th>
<th>Type</th>
<th>Department</th>
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### Summary

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<tr>
<td>Commercial - Historical</td>
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<tr>
<td>EMS/Ambulance</td>
<td>4 Vehicles</td>
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<tr>
<td>Fire Vehicles Large</td>
<td>8 Vehicles</td>
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<tr>
<td>Fire Vehicles - Other</td>
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<td>Garbage Trucks</td>
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<td>Motorcycles</td>
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<tr>
<td>Vans</td>
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### Grand Totals

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</tr>
</thead>
<tbody>
<tr>
<td>52 Vehicles</td>
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</tbody>
</table>
CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority’s Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.

2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.


4. Information only.

5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. CHARTER TOWNSHIP OF ORION AND LAKE ORION COMMUNITY SCHOOLS OUTDOOR FACILITY AGREEMENT EFFECTIVE APRIL 1, 1990.

6. Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
LAKE ORION COMMUNITY SCHOOLS
315 N. LAPEER STREET
LAKE ORION, MI 48362
ATTN: MARION GINOPOLIS, SUPERINTENDENT

Certificate Expiration Date: July 1, 2021
Date Issued: July 1, 2020

Distribution:
Mr. Chris Barnett, Charter Township of Orion
MMRMA Underwriting

Member:
CHARTER TOWNSHIP OF ORION
2525 JOSLYN ROAD
LAKE ORION, MI 48360

Member Number: # M0001244
Effective Date of Membership: July 1, 1997

Authorized Representative

P.O. Box 3355
Farmington Hills, Michigan 48333-3355
877-888-IBEX (4239)  248-538-0470  Fax 248-538-0471  www.ibexagency.com
SECTION 4
DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
   means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
   means all costs to adjust, defend, or settle a specific claim or lawsuit, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or lawsuit.

3. **BODILY INJURY**
   means bodily injury, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**
   means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay damages to a third party.

   The contract or agreement must precede the occurrence and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

   A covered contract shall not:

   a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

   b) indemnify any independent contractor or employee of any independent contractor;

   c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

   d) guarantee promise or performance.

   The limits of coverage for a covered contract shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the covered contract.

5. **DAMAGES**
   means any or all of the following:

   a. All money damages within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or lawsuit covered and defended by MMRMA. Damages also includes all interest on any judgment resulting from a lawsuit covered and defended by MMRMA;
CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.

2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.


4. Information only.

5. ☒ The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.

   LCA BANK CORPORATION AND/OR ITS ASSIGNS EQUIPMENT FINANCE AND SECURITY AGREEMENT # 141492-001 DATED JUNE 20, 2017.

6. ☒ Other (as described here): The physical damage interest of the following is included in the coverage related to the purchase or lease of property. Loss, if any, shall be adjusted with the member and payable to the member and the following, as their interest may appear: LCA BANK CORPORATION AND/OR ITS ASSIGNS FOR EQUIPMENT REFERENCED IN AGREEMENT # 141492-001.

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
LCA BANK CORPORATION AND/OR ITS ASSIGNS
3150 LIVERNOIS, SUITE 300
TROY, MI 48083

Certificate Expiration Date: July 1, 2021
Date Issued: July 1, 2020

Distribution:
Mr. Chris Barnett, Charter Township of Orion
MMRMA Underwriting

Member:
CHARTER TOWNSHIP OF ORION
2525 JOSLYN ROAD
LAKE ORION, MI 48360

Member Number: # M0001244
Effective Date of Membership: July 1, 1997

Authorized Representative

[Signature]

IBEX INSURANCE AGENCY
P.O. Box 3355
Farmington Hills, Michigan 48333-3355

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SECTION 4
DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
   means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
   means all costs to adjust, defend, or settle a specific claim or lawsuit, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or lawsuit.

3. **BODILY INJURY**
   means bodily injury, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**
   means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay damages to a third party.

   The contract or agreement must precede the occurrence and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

   A **covered contract** shall not:

   a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

   b) indemnify any independent contractor or employee of any independent contractor;

   c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

   d) guarantee promise or performance.

   The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member’s Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
   means any or all of the following:

   a. All money damages within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or lawsuit covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a lawsuit covered and defended by MMRMA;
CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.

2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.


4. Information only.

5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.

6. Other (as described here): REPLACES STATE FORM BHS-EMS-0092 (10/05) FOR LIFE SUPPORT AGENCIES.

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
EMS & TRAUMA SYSTEMS SECTION
(for LIFE SUPPORT AGENCIES)
201 TOWNSEND STREET
LANSING, MI 48913

Member:
CHARTER TOWNSHIP OF ORION
2525 JOSLYN ROAD
LAKE ORION, MI 48360

Certificate Expiration Date: July 1, 2021
Date Issued: July 1, 2020

Distribution:
Mr. Chris Barnett, Charter Township of Orion
Lorraine Zurenko, Underwriting, MMRMA

Authorized Representative
CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.

2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.


4. ___ Information only.

5. X The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. LEASE BETWEEN THE STATE OF MICHIGAN, AS LESSOR AND CHARTER TOWNSHIP OF ORION, AS LESSEE EXECUTED JANUARY 23, 2012 TO DEVELOP AND MAINTAIN A LIMESTONE PEDESTRIAN PATH.

6. ___ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT
SOUTHFIELD OPERATIONS SERVICE CENTER
26000 W. 8 MILE ROAD
SOUTHFIELD, MI 48034
ATTN: RD DISTRICT SUPERVISOR

Certificate Expiration Date: July 1, 2021
Date Issued: July 1, 2020

Distribution:
Mr. Chris Barnett, Charter Township of Orion
MMRMA Underwriting

Member:
CHARTER TOWNSHIP OF ORION
2525 JOSLYN ROAD
LAKE ORION, MI 48360

Member Number: # M0001244
Effective Date of Membership: July 1, 1997

Authorized Representative

RIBEX INSURANCE AGENCY
P.O. Box 3355
Farmington Hills, Michigan 48333-3355
877-888-IBEX (4239) 248-538-0470 Fax 248-538-0471 www.ibexagency.com

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SECTION 4
DEFINITIONS

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   means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. ALLOCATED LOSS ADJUSTMENT EXPENSES
   means all costs to adjust, defend, or settle a specific claim or lawsuit, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or lawsuit.

3. BODILY INJURY
   means bodily injury, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. COVERED CONTRACT
   means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay damages to a third party.

   The contract or agreement must precede the occurrence and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

   A covered contract shall not:

   a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

   b) indemnify any independent contractor or employee of any independent contractor;

   c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

   d) guarantee promise or performance.

   The limits of coverage for a covered contract shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the covered contract.

5. DAMAGES
   means any or all of the following:

   a. All money damages within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or lawsuit covered and defended by MMRMA. Damages also includes all interest on any judgment resulting from a lawsuit covered and defended by MMRMA;
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Certificate Holder:  
STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT  
CHIEF, PARKS AND RECREATION DIVISION  
PO BOX 30257  
LANSING, MI 48909

Certificate Expiration Date: July 1, 2021  
Date Issued: July 1, 2020

Member:  
CHARTER TOWNSHIP OF ORION  
2525 JOSLYN ROAD  
LAKE ORION, MI 48360

Member Number: # M0001244  
Effective Date of Membership: July 1, 1997

Distribution:  
Mr. Chris Barnett, Charter Township of Orion  
MMRMA Underwriting

Authorized Representative

P.O. Box 3355  
Farmington Hills, Michigan 48333-3355  
877-888-IBEX (4239)  
248-538-0470  
Fax 248-538-0471  
www.ibexagency.com
SECTION 4
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   a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

   b) indemnify any independent contractor or employee of any independent contractor;

   c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

   d) guarantee promise or performance.

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   means any or all of the following:

   a. All money damages within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or lawsuit covered and defended by MMRMA. Damages also includes all interest on any judgment resulting from a lawsuit covered and defended by MMRMA;
Agenda Item Summary

To: Township Board of Trustees
From: Penny Shults
Meeting Date: August 13, 2020
Memo Date: August 17, 2020
Subject: Request Waiver of Facility Use Fees: Prayer Gathering at Sheardy Pavillion

REQUEST

To waive the fees associated with the Facility Use of Sheardy Pavilion on August 23, 2020 from 1-4 p.m. for a prayer gathering. Pastor Todd Deaver of Lake Orion Church of Christ completed the attached application.

REASON

Pastor Todd Deaver is working with Supervisor Chris Barnett to coordinate the gathering. Clerk Penny Shults will be one of the presenters.

PROCESS

Please see the attached emails outlining the event.

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

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

RECOMMENDATION (Motion)

Waive the facility use fees of $75 and the $15 application fee to rent Sheardy Pavilion from 1:00 p.m. to 4:00 p.m. on Sunday, August 23, 2020.
From: Todd Deaver <ptdeaver@gmail.com>
Sent: Tuesday, July 21, 2020 9:58 AM
To: Penny Shults <pshults@oriontownship.org>
Subject: Prayer Gathering--Please Reply

Dear Penny,

In light of the current challenges we face, Orion Township Supervisor Chris Barnett is calling for a gathering of pastors and church leaders in our area on Sunday, August 16 at 2:00pm, to pray for our world, country, state, and community. The purpose is to glorify God and seek His help.

I'm assisting Mr. Barnett in planning this event. We would be honored if you would lead one of the prayers. There will be several prayer concerns (for example, peace among the nations, racial reconciliation, the sanctity of human life, government, etc.), and these will be prayerfully assigned by lot to those who agree to lead. You would be notified in advance of your topic and would be asked to base your prayer on scriptures that have meaning for that issue.

You are welcome to bring one other leader from your congregation if desired, and we encourage you to have your church pray for you the morning of August 16.

We are still working on a location—possibly Sheardy Pavilion in Civic Center Park on Joslyn Road.

Please let me know as soon as possible if you're able to participate. And if you have any questions, I'll do my best to answer them.

Thank you for prayerfully considering this invitation.

Todd Deaver, Preaching Minister

Lake Orion Church of Christ

Cell: 248-843-7961
I do. But I think I should add it to the next Board agenda as well.

Chris

Chris Barnett  
Supervisor | Orion Township  
2525 Joslyn Road | Orion, MI 48360  
248.391.0304 ext. 1001  
www.oriontownship.org

On Jul 28, 2020, at 11:04 AM, Penny Shults <pshults@oriontownship.org> wrote:

Hi Chris,

Pastor Todd Deaver is working with you to coordinate the prayer gathering on Township property on Sunday, August 23, 2020 at 2:00 p.m. at Sherady Pavilion. Please see the attached rental agreement.

Do you approve of waiving the fees for this rental?

Thank you.

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

0: 248.391.0304, ext. 4001  |  F: 248.391.9984  
www.oriontownship.org

"Iron sharpens iron, and one man sharpens another." The Bible
Please see the attached rental contract. Let me know if you have any questions. I will also need you to fill out the attached Wavier form and send it back to me.

Thank you,

Jesse Hayes, CPRP
Recreation Programmer
Parks & Recreation Department
1335 Joslyn Rd. Lake Orion, MI 48360
P: (248) 391-0304, Ext. 3506
F: (248) 391-0332
E: jhayes@oriontownship.org
"Like" the Community Programs Department on Facebook!

<Facility Rental Contract.pdf>
<Covid-19 WAIVER OF LIABILITY AND INDEMNITY AGREEMENT fillable.pdf>
ORION PARKS
1335 Josslyn Rd, Lake Orion, MI 48360 / P: (248) 277-6504, ext. 3500; F: (248) 377-0333

Park & Field Facility Use Application Form

Contact Person: Todd Deaver
Address: 53 N Andrews St
City: Lake Orion
Phone: 248-243-7961
Email Address: ptdeaver@gmail.com
Date of Birth: 4/21/70

Event Purpose: Prayer Gathering
Estimated Attendance: 20 - 30
No. Teams:

Type of Use:
- Private Rental
- Practice
- Game
- Tournament
- Camp Clinic
- Tryouts
- Trail Run
- Baseball
- Softball
- Soccer
- Football
- Other

Duration of Use:
- One Time Only
- Weekly
- Weekend
- M
- Tu
- W
- Th
- F
- Sa
- Su

Date(s) Requested: 8/23/20
Time(s) Requested: 1:00 - 4:00 PM

Facility Requested at Civic Center Park:
- Sheardy Pavilion
- Soccer Field
- Baseball Field
- Lights (Baseball Field Only)

Facility Requested at Friendship Park:
- Meeting Room
- Pavilion
- Gazebo
- Trails
- Baseball Field
- Soccer Field
- Multipurpose Field
- Additional Parking
- Grand Rental (Memorial Day Weekend - Labor Day Weekend)

Facility Requested at Jesse Decker Park:
- Picnic Shelter
- Softball Field
- Multipurpose Field

*Baseball Field(s) Requested:

*Soccer Field(s) Requested:

AGREEMENT: The undersigned hereby agrees to the following:
- Payment of all applicable rental fees outlined in the rental policy guidelines, including but not limited to $100 damage deposit & $15 application fee.
- Provide proof of liability insurance as required in the attached Insurance Requirements (see page two - if required).
- Community Programs Dept. staff will make the final determination as to the playability of ball fields.
- No smoking, alcoholic beverages or illegal substances are permitted on Township park property.
- Applicant is responsible for the conduct of participants & spectators. Profane language, boisterous behavior, or objectionable demeanor is not allowed.
- The applicant must abide by the policies of the Charter Township of Orion and the laws of the State of Michigan, Federal Law, Fire and Safety Codes will be enforced. Complete Policy Received TD (Initial).

The undersigned hereby agrees to the Charter Township of Orion for the use of above facilities and certifies the information is correct and furthermore agrees to abide by all ordinances, policies, and rules and regulations which may apply. The applicant shall indemnify and hold harmless the Charter Township of Orion, its elected and appointed officials, its employees and agents from and against any and all claims, demands, suits, actions, judgments as a result of injury or death of any person or property damage to any property sustained by applicant or any other persons which arise from any manner grow out of any act or omission on or about said facility by applicant, its agents, guests or employees in the execution of this rental agreement including any and all expenses, legal or otherwise incurred by the Charter Township of Orion or its representatives in the defense of any suit or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the Charter Township of Orion, its elected and appointed officials, its employees and agents. Photographs may be taken at certain Recreation Department activities and unless the department receives signed written objections, photos may be reproduced for publication. DO NOT ATTEMPT TO USE FACILITIES WITHOUT TOWNSHIP APPROVAL/PERMIT

Applicant's Signature: Todd Deaver
Date: 7/27/20
12/18/2018
Park & Field Facility Use Application Form
Page 2

Other Information:
- Is your event open to the public? □ Yes □ No
- Will you be serving food and/or beverages? □ Yes □ No
- Will there be children attending the event? □ Yes □ No
- Will there be live or amplified music? □ Yes □ No
- Are you charging for admission on-site or off-site? □ Yes □ No
- Will you be selling concessions during the event? □ Yes □ No
- Are you hiring a party vendor? (caterer, DJ, entertainer, inflatable, etc.) □ Yes □ No
- Will fundraising or product sales take place on-site? □ Yes □ No

Liability Insurance Requirements

A. All commercial, non-profits and charitable groups, which include but are not limited to, moon walks, dunk tanks, tethered hot air balloon rides, tent rentals, etc., must provide evidence certifying insurance coverage in the amount of $1,000,000.00 combined single limit liability insurance policy naming "The Charter Township of Orion and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers" as Additional Insured to said policy. The minimum coverage is a $1,000,000.00 policy as directed by the Township's attorney.

A copy of your policy must accompany your completed rental agreement.

**Department Staff Use Only**

Application Accepted by: ____________________________ Date: ______________ Time: __________________

Rental Check List: Permit #: __________________________
- □ Completed Application
- □ Facility Set-up Form(s)
- □ Special Requests _____________________________

Form of Payment: □ Cash □ Check # ________________ □ Credit Card

Assessed Fees:
- □ Application Fee $ 15.00
- □ $100 Damage/Security Deposit $ 100.00
- □ Rental Fee $ __________
- $ __________
- $ __________
- $ __________

TOTAL DUE $ __________
Facility Rental Contract

Customer: Janel Deaver
53 N. Andrews St
Lake Orion, MI 48362

Rental Information
Location: Sheardy Pavilion @ Civic Center Park
2525 Joslyn Rd.
Lake Orion, MI 48360

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Time</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Total</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/23/2020</td>
<td>Sun</td>
<td>1:00 PM - 4:00 PM</td>
<td>No Charge - Pavilion - Sheardy Flat Weekend (Head Count: 30)</td>
<td>1.00</td>
<td>Each</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Hours: 3.00

Rental Terms and Conditions
Orion Township Parks & Recreation
1335 Joslyn Road
Lake Orion, MI 48360
Phone: 248.391.0304 x3502
Fax: 248.392.0332
Email: parksrec@oriontownship.org

Rental - 208-000-695.0
T & A - 208-000-291

The applicant, group, and/or league utilizing the equipment or facility under the terms of this agreement, agrees to indemnify and hold harmless and defend the Charter Township of Orion, its officers, agents, and employees from any and all claims resulting from injuries, including death, damages, and losses including, but not limited to the general public, which may arise or may be alleged to have arisen out of or in connection with the applicant, group, or leagues use of the equipment or facility.

Please be sure to follow all Park Rules including: depositing of waste in receptacles, no parking along road sides, no alcoholic beverages, no smoking within fifty (50) feet of any athletic field, play structure, or Orion Township recreation activity, no pets in playground area or on athletic fields.

All cancellations and schedule changes requested by a permit holder are subject to a $10 non-refundable cancellation fee and $15 non-refundable application fee. Requests must be made in writing to the Parks & Recreation Department at least 14 days prior to rental and schedule changes are subject to availability.

Athletic fields can and will be closed by the Parks & Recreation Department if there is standing water or saturated areas on athletic fields. In the event of inclement weather, field closures will be posted on the Orion Township Parks & Recreation Facebook & Twitter
pages, as well as Cancellations.com. Our Facebook feed can also be seen on the homepage of Orionparks.com. Field Closures will be posted by 3:00 pm Mon–Fri, and by 8am on weekends and holidays.

Failure to comply with the terms of any issued permit, any organization agreement, or the park rules can result in one or all of the following penalties:
1. Verbal or written warning given to league official or individual.
2. Revocation of an individual permit.
3. Permit revocation for the entire season of the offending team.

AFTER HOURS EMERGENCY NUMBER - (248) 391-0304, EXT. 3526
WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Adult Participant Name: ____________________________

________________________________________________________________________

Child Participant Names:

________________________________________________________________________

________________________________________________________________________

IN CONSIDERATION for being permitted to utilize the recreational facilities of the Charter Township of Orion and/or for my children listed above to participate for any purpose, including, but not limited to, observation or use of facilities or equipment, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Oakland County, Michigan. In accordance with the most recent guidance and protocols issued by the World Health Organization ("WHO"), the Centers for Disease Control and Prevention ("CDC"), the Governor Whitmer’s Executive Orders, and Oakland County Health Order 2020-10, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities and services of the Charter Township of within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC Travel Health Notices list (https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html) prior to utilizing the facilities and services of Orion Township, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities and services of the Township if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Township immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Township has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Township may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the Township’s
revised procedures prior to utilizing the facilities and services of the Township. The undersigned further acknowledges and agrees that pursuant to CDC recommendations and the Governor's Executive Order 2020-77, to stay at least six feet from people from outside the individual's household. Furthermore, the undersigned fully understands and appreciates both the known and potential dangers of utilizing the recreational facilities of the Township and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Township's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE TOWNSHIP RECREATIONAL FACILITIES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Township its elected officials, directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Township or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Township, its elected officials, directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein. The undersigned understands and agrees that the Township is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein.

The undersigned agrees and acknowledges that use of the Township facilities and services, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBIUTY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Township and/or while using the premises or any facilities or equipment thereon. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releaes and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE CHARTER TOWNSHIP OF ORION IN CASE OF ILLNESS, INJURY, DEATH, OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY TOWNSHIP RECREATIONAL FACILITY AND/ OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S) AND I REPRESENT AND WARRANT TO THE TOWNSHIP THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

________________________________________  ______________________________
Signature                                      Date

________________________________________
Emergency Contact Name

________________________________________
Emergency Contact Number
Agenda Item Summary

To: Orion Township Board of Trustees
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: August 17, 2020
Memo Date: August 5, 2020
Subject: Emergency Repairs to Orion Center HVAC System

REQUEST
The request before the board is to confirm authorization for emergency repairs completed to the Orion Center HVAC system.

PROCESS/INFORMATION
The building automation system network controls utilized a JCI FX60 JACE (Java Application Control Engine) which had come to the end of its useful life and was unreliable in its operation. The JACE unit provides connectivity for the various pieces of equipment on the network to communicate with the control’s user interface. The FX60 was no longer supported by the manufacturer; we authorized an emergency repair including an upgrade to a FX80 JACE unit to keep the building operational. Please see attached information from ABM for more information.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
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<th>☑</th>
<th>Project/Grant Tracking?</th>
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<td>208-751-930.672</td>
<td>$8,750.00</td>
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RECOMMENDATION (Motion)
Board action would be to confirm the authorization to contract with ABM for completed emergency repairs to the Orion Center HVAC system, at a cost of $8,750.00.
Copy of Orion Twp. Community Center New FX80 JACE

PRESENTED BY: Kevin Coakley, An Integrated Solutions Provider

PRESENTED TO: ORION TOWNSHIP COMMUNITY CENTER

DELIVERED ON: August 04, 2020
Project Agreement

<table>
<thead>
<tr>
<th>Proposal Date</th>
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<tbody>
<tr>
<td>August 04, 2020</td>
<td>7989PP Rev 01</td>
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BY AND BETWEEN:

ABM Building Solutions
1775 Crooks Rd. Suite B
Troy, Michigan 48084
hereinafter CONTRACTOR

AND

ORION TOWNSHIP COMMUNITY CENTER
1335 Orion Rd.
Orion Twp., MI 48360
hereinafter CUSTOMER

SERVICES WILL BE PROVIDED TO THE FOLLOWING LOCATION(S):
Orion Twp. Community Center

Provide and Install New FX80 JACE Including:

1) Time spent on July 29th attempting to get the FX60 working, approximately 4 hours

2) Replace the failed FX60 with the new N4 FX80 JACE.

3) Convert AX database to the new N4 platform to incorporate the three (3) rooftop heating and cooling units; thirty nine (39) VAV boxes; two (2) boilers, pumps and re-heat system.

4) Load program with sequence, schedule, occupied and unoccupied temperature setpoints.

5) Load graphics program and verify system communication functionality with all of the incorporated equipment.

6) Provide 1 hour onsite owner

Total Cost: Eight Thousand, Seven Hundred Fifty Dollars ($8,750.00)

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.
<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>Customer</th>
<th>Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Coakley</td>
<td>Aaron Whatley</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>8/4/2020</td>
<td>8/4/2020</td>
<td>Date</td>
</tr>
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</table>

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:

PO Number: Date of Issue: 8/4/2020 Customer Signature: 

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.
Project Agreement Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor’s normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of performance. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty, that the Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer’s warranty will be at Customer’s expense and at the contractor’s rates in effect.

3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire balance of the Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

5. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor’s rates then in effect) over the price stated in this Agreement.

6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all expenses, costs, and attorneys’ fees incurred by Contractor.

7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of performance of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, (including those by Contractor’s employees), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys’ fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by the negligence of Contractor.

10. Customer shall make available to Contractor’s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA’S Hazard Communication Standard Regulations.

11. Contractor’s obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor’s sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
12. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with the Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
Agenda Item Summary

To: Board of Trustees
From: Donni Steele, Treasurer

Meeting Date: August 17, 2020
Memo Date: August 10, 2020
Subject: July Matured and Called Bond Report-- Robinson Capital

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

REASON
To report to the Board called/matured and purchased securities for water and sewer funds.

PROCESS
Robinson Capital is our Investment Advisor and continues to make investment purchases on our behalf. Please also review Robinson’s monthly commentary.

BUDGET
If yes, fill out information below:

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<thead>
<tr>
<th>Financial Item?</th>
<th>N/A</th>
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RECOMMENDATION (Motion)
Receive and File.
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<th>Settle Date</th>
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**PURCHASES**

by 7/2/2020 7/28/2020 150000 N BRANCH AREA S 1.007% Due 05-01-25

**TOTAL**
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<th>CALLED/MATURED</th>
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<td>$</td>
<td>150,000.00</td>
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Federal Reserve Stance

The Federal Reserve maintained their stance of low rates in July and provided a glimpse on their outlook for the economy when they stated in their committee meeting notes, "following sharp declines, economic activity and employment have picked up somewhat in recent months but remain well below their levels at the beginning of the year." When we refer to "the Fed" we are really speaking of the Federal Open Market Committee (FOMC) which is made up of 12 members from the Board of Governors and various Reserve Bank presidents. The committee members roles have gotten much more difficult as their balance sheet was abruptly increased by $3 trillion in efforts to support financial markets.

Yield Curve

Over the past month the yield curve flattened, and rates continued to absorb the little remaining territory of positive rates.

Performance

Cash (3mo T-Bill) vs. 2yr Treasury

With rates dropping near zero, the 2-Year Treasury is having its best one year performance in a decade.

Graph of the Month

Annualized QoQ GDP % Change

Despite the low expectations, the Quarter-over-Quarter GDP % Change still managed to grab headlines as the historically low reading was illustrative of the total impact the Great Pause had on the U.S. Economy. The unparalleled annualized reading of -33% is nearly 4.5X worse than what was experienced in the depths of the Great Recession.
The Robinson Leading Economic Index furthered its climb from record lows in July as it approaches the neutral reading of 50. The progression of the Coronavirus through the global population will obviously continue to be the greatest determinant of the economy’s direction over the second half of 2020. As the Coronavirus makes its way through the country, sanctioned economic restrictions and voluntary changes in individual consumption will continue to disrupt progress towards a pre-COVID economy. There continues to be historic volatility in nearly all economic numbers, which points to a degree of a strong recovery but blurs the line of the net impact on economy since the lockdowns began. We continuously like to point that the economy was in the latter stages of an economic recovery (see Robinson Combined Index below) and remains extremely vulnerable because of this. We believe a good way to examine the economy is through the lens of the Federal Reserve’s dual mandate which focuses on price stability (inflation) and maximum sustained employment.

Inflation: The most important metric the Fed uses to follow inflation is the Personal Consumption Expenditure Index (PCE) which tracks overall price changes for goods and services purchased by consumers. The Fed’s stated goal is annual inflation at 2%; and, for the better part of the past decade, inflation has been well short of their objective (bottom left graph). PCE inflation has recently touched its 1% lows last seen 10 years ago.

Employment: Over the last few weeks the employment recovery has stalled as the total number of people receiving some form of jobless benefits has stabilized around 30 million. The expanded $600 unemployment benefits have not been extended into August so expect this number to change in the coming months.

The opinions expressed in this report are based on Robinson Capital Management’s independent analysis of information obtained or derived from sources believed to be reliable. Robinson does not represent or guarantee that the information contained in this report is either accurate or complete. Under no circumstances shall Robinson have any liability to any person or entity for any loss or damage in whole or in part caused by, resulting from, or relating to, any error (negligent or otherwise) or other circumstance or contingency within or outside the control of Robinson or any of its directors, officers or employees. This report is for information only and is not an offer to buy or sell any security or to participate in any trading strategy. Sources include: Federal Reserve, Barclays, Bloomberg, Bank of America, Citigroup among others. This report or any portion thereof may not be reproduced, sold, or redistributed without the written consent of Robinson Capital Management. Opinions expressed are subject to change without notice. For additional information, please contact us at.
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: August 17, 2020

Memo Date: August 13, 2020

Subject: Paint Creek Pedestrian Bridge

REQUEST

The request is for the Board’s agreement to install a trail-marker at the new Paint Creek Bridge in honor of a respected member of our community.

REASON

The pedestrian bridge over the Paint Creek was installed last week. This bridge is a key connection between the Paint Creek and Polly Ann Trail systems. It’s been a long-time dream in this community to connect these two regional trails which are both part of the Iron Bell statewide trail network. The bridge is part of a $2.6 million project being completed this year. As a reminder, we received over $1.9 million in grants for the project.

This is in front of the board tonight because I’m asking for the Board’s agreement to install a trail-marker at the bridge naming it in honor of longtime Orion resident and former Supervisor JoAnn Van Tassel. I am working with OHM and our Parks Department on the design and installation of the sign. I’m also working to secure the funding.

JoAnn does not know about this and ideally, I would like to keep it that way until we can schedule a ribbon-cutting when the trail is complete sometime this fall.

Please see me if you have questions.

BUDGET

If yes, fill out information below:

Financial Item? ☒

Expected Invoice Date: Click or tap to enter a date.

Project/Grant Tracking? ☐

Reviewed by Budget Director? ☐

RECOMMENDATION (Motion)

I move to declare the new pedestrian bridge crossing the Paint Creek to be called the JoAnn Van Tassel Bridge and authorize the Supervisor to arrange the purchase and installation of a commemorative sign.
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: August 17, 2020

Memo Date: August 13, 2020

Subject: Central Drive Cost Participation Agreement

REQUEST

The request is to enter into a Tri-Party Cost Participation Agreement with the Road Commission of Oakland County and Oakland County for the FY 2020 Tri-Party Funds for the Central Drive project.

REASON

The previous cost participation agreement approved at the June 17, 2019 Board of Trustees meeting stipulated a second agreement would be entered in 2020 for the FY 2020 Tri-Party Funds for the resurfacing of Central Drive from Indianwood Road to Orion Township limit. The final payment is $231,415, with the Orion Township portion equal to $90,567. The Township budgeted $273,960 for 2020.

BUDGET

If yes, fill out information below:

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

Reviewed by Budget Director?

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<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
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</thead>
</table>

RECOMMENDATION (Motion)

The recommended motion is to approve the Cost Participation Agreement for the Central Drive project, with the Township contribution not to exceed $90,567.
COST PARTICIPATION AGREEMENT
CONSTRUCTION
Central Drive
Indianwood Road to the Orion Township Limit
Charter Township of Orion
Board Project No. 54542

This Agreement, made and entered into this _____ day of ______________, 2020, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the Charter Township of Orion, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the resurfacing of Central Drive from Indianwood Road to the Orion Township limit, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is $231,415; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding in the amount of $211,273, which amount shall be paid through equal contributions by the BOARD, the COMMUNITY and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:
1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.

2. The PROJECT shall include total payments to the contractor. Any costs incurred by RCOC prior to this agreement date shall be allowable.

3. The estimated total PROJECT cost of $231,415 shall be invoiced and funded proportionately and simultaneously as follows:
   a. Tri-Party Program funding in the amount of $211,273.
   b. The COMMUNITY shall contribute $20,142 toward the PROJECT.

4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of $90,567 (being 100% of the COMMUNITY’S Tri-Party contribution and 100% of the COMMUNITY’S additional contribution).

5. After execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of $70,424 (being 100% of the COUNTY’S Tri-Party contribution).
   a. The invoice shall be sent to:
      Lynn Sonkiss, Manager of Fiscal Services
      Executive Office Building
      2100 Pontiac Lake Road, Building 41 West
      Waterford, MI 48328

6. Upon receipt of said invoice(s), the COMMUNITY and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND
A Public Body Corporate

By______________________________

Its______________________________

CHARTER TOWNSHIP OF ORION

By______________________________

Its______________________________
EXHIBIT A

TRI-PARTY PROGRAM

Central Drive
Indianwood Road to Orion Township Limit
Charter Township of Orion
Board Project No. 54542

Resurfacing of Central Drive from Indianwood Road to Orion Township limit.

ESTIMATED PROJECT COST

Contractor Payments $231,415

COST PARTICIPATION BREAKDOWN

<table>
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TO: Charter Township of Orion Board of Trustees  
FROM: Tammy Girling, Planning & Zoning Director  
DATE: August 12, 2020  
RE: PC-2019-06, Silverbell Pointe Final Planned Unit Development (PUD) Rezone Map Amendment and Agreement

The applicant is requesting Planned Unit Development Final plan approval to rezone 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001) from Suburban Estates (SE) to Planned Unit Development (PUD).

A joint public hearing with the Planning Commission and Board of Trustees was conducted on March 20, 2019. That same evening the Planning Commission passed a motion to postpone the case in order for the applicant to incorporate issues that had been discussed that evening. The applicant appeared again on June 5, 2019 where the Planning Commission passed a motion to recommend approval of the Concept plan. On June 17, 2019 the Board of Trustees concurred with the Planning Commission’s recommendation and approved the concept plan.

The applicant then submitted Final PUD plans along with a draft PUD agreement. The case was placed on the May 6, 2020 Planning Commission agenda. That evening the Planning Commission passed a motion to recommend a conditional approval of the final PUD plan. There were a number of changes the applicant needed to add to the plans. Additionally, there was a disagreement between the Fire Marshal and the developer as to the need for a second entrance or the need to fire suppress the homes. The Planning Commission’s instructions were to seek the Township Attorney’s opinion on the matter and not send the case to the Board of Trustees until the issue was resolved.

The Township Attorney agreed with the Fire Marshal. As a result, the applicant created an amended sheet showing an emergency entrance off of Joslyn. All three of the consultants did a cursory review of the one sheet (date stamped 8/10/20) and stated it appeared the additional entry would work but a formal review of the proposal would need to be done. The plans before you are the plans the Planning Commission acted on on May 6, 2020 and a single sheet, dated August 10, 2020, showing the proposed new emergency entrance. Please note that if the Board of Trustees agrees with the Planning Commission’s recommendation of conditional approval, the plans should be amended to contain the conditions of the motion from the Planning Commission and the additional of the emergency road and then be re-reviewed by the Township Consultants. Provided below is the Planning Commission motion that passed to recommend conditional approval of PC-2019-06:

Moved by Commissioner Gross, seconded by Trustee Steimel, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2019-06, Silverbell Pointe PUD Final Plan and agreement, located on 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-
for plans date stamped received March 24, 2020: this recommendations to approve is based on the following finds of facts: 1) that the plan is in compliance with the Planned Unit Development concept, like congregating housing units on a building area of approximately 25 acres out of a 74 acres site; preserving the wetlands woodland, and open space to the maximum extent possible; the applicant has reduced the density from an initial application of 50 units to 46 units; the 74 acres approximately 49 acres which includes a four (4) acre park donation, are in a preservation mode; 2) the Planned Unit Development is compatible with adjacent residential properties, it does not have access through any of those adjoining subdivision; 3) the edition of 46 additional residence should not have a negative impact on Joslyn Rd., or the preservation of 49 acres of the site, plus an additional 5.79 acres or 20% of the site is identified as open space provided for the protection of the natural environment; 5) that the plan is in compliance with all applicable township and county requirements; 6) the Planned Unit Development plan is in compliance with the Township Master Plan; this favorable recommendation is subject to the review and approval of the Planned Unit Development agreements by the Township attorney and to include, a resolution on the fire suppression system and or building entrance, boulevard entrance be resolved prior to the plan being reviewed by the Township Board. Article V, Section 5.7 of the Planned Unit Development agreement include the addition of building materials, which were identified and recommended by the applicant and the petitioner this evening; that a review of the elevations be incorporated to include the Planning Director, and Building Official when plans are submitted for individual buildings; there shall be a submission and approval of a wetland permit.

Discussion on the motion:

Trustee Steimel asked if they wanted to add that they are going to remove that note about making a donation to the Township for Jamm Rd. and instead, the maintenance to be done under Jamm Rd. access and it would be done as part of the project? Also, the developer said that they didn’t need to make a contribution to the Tree Fund for the few remaining trees, they were just going to adjust their landscape plan.

Amended by Commissioner Gross, re-supported by Trustee Steimel that the initial review of Jamm Rd. would be done during the construction of the project and improvements made by the developer. Also, that $10,000 contribution would be to the safety path fund of the Township, and that the landscape is adjusting accordingly.

Planning & Zoning Director Girling stated that the Planner would have to re-review that landscape plan. Planner Arroyo said correct; subject to verification of those new numbers.

Planning & Zoning Director Girling asked if the Planning Commission comfortable with the understanding of the materials and maybe this involves the Planner. Is there an ingredient that could be put in like
minimum square footage, something that they can verify when the plan comes in for an individual house on the architecture? Commissioner Gross stated that the applicant in his initial presentation provided some more details in terms of the types of materials, and amount of brick, etc. that would be required, and that has not been incorporated into the current plan PUD agreement. He thought that if they provided that additional information that would be helpful.

Planner Arroyo stated that they had heard some additional details tonight, so if the applicant can make sure those are clarified and provided ahead of time before the Township Board meeting and all that can be in writing. Then they will know what they are dealing with and it should be fine and should clarify some of the questions that have been asked.

Planning & Zoning Director Girling asked on the motion, it stated that the fire suppression boulevard would be resolved prior to being sent to the Board. So, do they want that completely resolved before they send it to the Board? Commissioner Gross replied that was the intent of the motion.

Mr. Milia said that he thought that Trustee Steimel raised a good point when he clarified the Jamm Rd. He wanted to clarify it a little further that the applicant or the developer will make those improvements at the time of the subdivision is built. The subsequent maintenance would be the responsibility of the Road Commission. Trustee Steimel noted that it was already in the amended motion.

Vice-Chairman Reynolds noted that there were two (2) items that he didn’t hear. One item was the clarification that at least 50% should be side garages. The second was to modify to include area “E” as a common space. He wanted to make sure that they addressed all the reviewer’s comments. There were some other discussion points that the Fire Marshal had in his letter. Was there a blanket statement to include OHM’s comments and Giffels comments being addressed? The applicant said that they didn’t have issues addressing. Commissioner Gross believed that all of those, or most of those, had been incorporated in the motion, or in the plans of the 50% of the garage, he thought that was part of the ordinance. Planner Arroyo said that the plans were inconsistent. Yes; that is an ordinance requirement.

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

Attached please find: the PUD Final Plans (date stamped March 24, 2020), a plan showing the emergency entrance (stamped August 10, 2020), the original PUD application, the draft PUD agreement, consultant review letters, a Wetland Evaluation Report, minutes from the May 6, 2020 Planning Commission meeting and Condominium Documents. Please do not hesitate to contact me with any questions at x 5000.
Agenda Item Summary

To: Charter Township Of Orion Board of Trustees
From: Charter Township Of Orion Planning Commission

Meeting Date: August 17, 2020
Memo Date: August 11, 2020
Subject: PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement

REQUEST
Board action on PC-2019-06, Silverbell Pointe Final PUD Plan Rezone/Map Amendment and Agreement.

REASON
The Planning Commission at their May 6, 2020 meeting passed a motion to recommend conditional approval of PC-2019-06, Silverbell Pointe Final PUD Plan Rezone/Map Amendment.

PROCESS
The Township Board of Trustees holds the first reading on August 17, 2020 and directs the Clerk to publish for the second reading and possible approval of PC-2019-06, Silverbell Pointe Final PUD Plan Rezone/Map Amendment and Agreement, on September 21, 2020.

BUDGET
If yes, fill out information below:

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

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

August 17, 2020
The Charter Township of Orion Board of Trustees having reviewed the application, the Township consultant reviews and having taken into consideration all of the following eligibility criteria:
1. Recognizable Benefit
2. Density Impact
3. Township Master Plan
4. Economic Impact
5. Guaranteed Open Space
6. Unified Control
(IF MOTION TO APPROVE FIRST READING)
Move to declare the first reading of PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement, was held on August 17, 2020 and approve the request to rezone 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001) from Suburban Estates (SE) to Planned Unit Development (PUD) for plans dated March 24, 2020, and direct the Clerk to publish for second reading and possible approval/ adoption on September 21, 2020 with the conditions set forth by the Planning Commission on May 6, 2020, the inclusion of the proposed changes dated August 10, 2020 providing for an emergency entrance, and request updated reviews to the satisfaction of the Township Engineer, Planner, and Fire Marshal.

OR
(IF MOTION TO DENY FIRST READING)
Move to declare that the Orion Township Board of Trustees held and denied the first reading on August 17, 2020, for PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement, a request to rezone 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001) from Suburban Estates (SE) to Planned Unit Development (PUD) for plans date stamped received March 24, 2020, for the reasons discussed and stated by the members of the Board of Trustees this evening.

OR
(IF MOTION TO REFER THE FINAL PLAN BACK TO THE PLANNING COMMISSION)
Move to refer the Final PUD plan back to the Planning Commission for PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement, with the following comments: (insert comments)

September 21, 2020

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

(IF MOTION TO APPROVE SECOND READING)
Move to declare the second reading of PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement, was held on September 21, 2020, and approve the request to rezone 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001) from Suburban Estates (SE) to Planned Unit Development (PUD) for plans dated March 24, 2020, for the reasons given by the Planning Commission at the May 6, 2020 meeting, with the conditions set forth by the Planning Commission on May 6, 2020, the inclusion of the proposed changes dated August 10, 2020 providing for an emergency entrance, and request updated reviews to the satisfaction of the Township Engineer, Planner,
and Fire Marshal. In addition, the Township Supervisor and Township Clerk are authorized to sign the PUD Agreement on behalf of the Township after it is approved by the Township Attorney.

(IF MOTION TO DENY SECOND READING)
Move to declare that the Orion Township Board of Trustees held and denied the second reading on September 21, 2020 for PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement, a request to rezone 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001) from Suburban Estates (SE) to Planned Unit Development (PUD) for plans date stamped received March 24, 2020 for the reasons discussed and stated by the members of the Board of Trustees this evening.

(IF MOTION TO REFER THE FINAL PLAN BACK TO THE PLANNING COMMISSION)
Move to refer the Final PUD plan back to the Planning Commission for PC-2019-06, Silverbell Pointe Final PUD Rezone/Map Amendment and Agreement, with the following comments: (insert comments).
EXHIBIT “A”

CONDOMINIUM BYLAWS

SILVERBELL POINTE

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. Silverbell Pointe, a residential site Condominium Project located in Orion Township, Oakland County, Michigan, shall be administered by Silverbell Pointe Condominium Association, a Michigan non-profit corporation, (the “Association”). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as “Members” in these Bylaws. A Co-owner’s share of the Association’s funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II

ASSESSMENTS

Section 2.1 Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project, including any services provided by the Association to the Units or Co-owners as set forth in the Master Deed, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.
Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association’s current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project’s operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Fifteen Thousand and 00/100 ($15,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements in excess of Fifteen Thousand and 00/100 ($15,000.00) Dollars, in the aggregate, annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) Remedial Assessments. If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair
the Co-owner’s Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner’s Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly, annual or semi-annual payments as determined by the Association’s Board of Directors. A Co-owner’s payment obligations will commence with the acceptance of a deed to or a land contract vendee’s interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five ($25.00) Dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interest at a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys’ fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project, and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or
any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he reviewed the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) Notices of Action. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant’s capacity to make the affidavit, (ii) the statutory or other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association’s election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys’ fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-owner and shall be secured by a lien on his Unit.

Section 2.8 Liability of Mortgagees. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit.
and except for delinquent assessments for which a notice of lien was recorded prior to the recordation of such first mortgage).

**Section 2.9 Developer’s Responsibility for Assessments.** Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township and a residential dwelling is occupied if it is occupied as a residence. Model and “spec” homes shall not constitute completed and occupied dwellings. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer’s proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer’s prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

**Section 2.10 Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act. However, if the real property tax bills have not been split into separate tax bills for each Condominium Unit by the local tax assessor, the Association may be required to pay real estate taxes on certain Units, which taxes may then be assessed against the Co-owners of such Units. In the event the real estate taxes become an Association expense, the Association may elect to assess the applicable Co-owners for an amount equal to that Co-owner’s percentage of value share of the real estate taxes with respect to the Condominium.

**Section 2.11 Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 2.12 Construction Liens.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 2.13 Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association’s lien for assessments as to such Unit shall be deemed satisfied; provided,
however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Judicial Relief. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association’s Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of unsuccessful litigation, and in order to avoid the waste of the Association’s assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and Developer shall have standing to sue to enforce the requirements of this Article III. The Developer shall be entitled to enforce the provisions of this Article III, regardless of whether Developer owns any Units. The procedures and requirements described in this Article III shall apply to the Association’s commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 3.2 Board of Directors’ Recommendation to Co-owners. The Association’s Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.3 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners (“litigation evaluation meeting”) for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that it is in the best interests of the Association to file a lawsuit.

(b) A written summary of the relevant experience of the attorney (“litigation attorney”) the Board of Directors recommends be retained to represent the Association in the proposed civil action.

(c) The litigation attorney’s written estimate of the amount of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
(d) The litigation attorney’s proposed written fee agreement.

(e) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.7 of this Article III.

Section 3.4 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.5 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action.

Section 3.6 Co-owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.7 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Article III shall only be paid by special assessment of the Co-owners (“litigation special assessment”). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.8 Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.9 Disclosure of Litigation Expenses. The attorneys’ fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association (“litigation expenses”) shall be fully disclosed to Co-owners in the Association’s annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned “litigation expenses” in the Association’s annual budget.
Section 3.10 Third Party Beneficiary. The foregoing provisions of this Article III shall also inure to the benefit of Developer and shall be enforceable by Developer at all times during and subsequent to the Construction and Sales Period.

ARTICLE IV

INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers’ and directors’ liability insurance and workmen’s compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary as is relates pertinent to the ownership, use and maintenance of the General Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of the Association. All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of mortgage endorsements to the mortgagee of Co-owners.

(b) Insurance of Common Elements. If applicable and appropriate, General Common Elements of the Condominium Project, other than road, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association’s insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers’ compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.
Section 4.3 Co-owner Responsibilities. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Association and Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner’s Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to ensure that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney’s fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner’s Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 5.1 Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner’s Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Association Responsibility for Repair. The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that which existed immediately prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair or, if at any time during such reconstruction or repair or, upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount which, when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing
contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Reconstruction and Repair. If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) Taking of a Unit or Related Improvements. In the event all or a portion of a Unit or any improvements thereon, are taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) Taking of Common Elements. If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by the foregoing vote of the Co-owners. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Condominium or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association’s book of “Mortgagees of Units” pursuant to Section 7.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation (“FHLMC”), then, upon request therefor by FHLMC,
the Association shall give FHLMC written notice, at such address as FHLMC may from time to time
direct, of any loss to or taking of the Common Elements that exceeds Ten Thousand ($10,000) Dollars or
loss or taking that exceeds One Thousand ($1,000) Dollars that relates to a Unit covered by a mortgage
purchased in whole or in part by FHLMC.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium
Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first
mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of
insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following
limitations and restrictions:

Section 6.1 Residential Use. No Unit in the Condominium shall be used for other than
single-family residential purposes, as defined by the Orion Township Zoning Ordinance. No building
shall be constructed or placed within a Unit except one single-family private dwelling or model home and
an attached front or side entry garage for the sole use of the Co-owner or occupants of the dwelling. No
other accessory building or structure may be erected in any manner or location within a Unit without the
prior written consent of Developer and/or the Architectural Review Committee (as described in Section
6.24 below).

Section 6.2 Dwelling, Quality and Size. In order to insure that all dwellings in the
Condominium Project shall be of quality design, workmanship and materials approved by the Developer,
during the Construction and Sales Period, and thereafter by the Association, and all dwellings shall be
constructed in accordance with all applicable governmental building codes, zoning and other ordinances
and/or regulations and in accordance with such further standards as may be required by these Bylaws, the
Architectural Review Committee, or Developer, its successors and/or assigns.

Section 6.3 Driveways. Driveways and other paved areas for vehicular or pedestrian use
within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material
and shall have a wearing surface approved by Developer and in compliance with the engineering
standards set forth by Orion Township from time to time. Plans for driveways, pavement edging or
markers must be approved by Developer in writing prior to commencing any construction in accordance
with such plans.

Section 6.4 Building Materials. Exterior building materials on dwellings and attached
garages shall be constructed, principally, of brick, brick veneer, stone, vinyl and/or wood, or such other
materials approved by the Developer, during the Construction and Sales Period, and thereafter by the
Association.

Section 6.5 Home Occupations, Nuisances and Livestock. No home occupation, profession
or commercial activity that requires members of the public to visit a Co-owner’s Unit or requires
commercial vehicles to travel to and from a Co-owner’s Unit shall be conducted in any dwelling located
in the Condominium Project, with the exception of model homes owned by, and the sales activities of,
Developer or builders, developers and real estate companies who own or hold any Units for resale to
customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or
upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an
annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or
other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on
any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run lose at any time within the Condominium, and any animal shall at all times be leashed and accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.6 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner’s agents, servants, employees or independent contractors, in connection with said Co-owner’s Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of Developer during the Construction and Sales Period, and thereafter by the Association.

Section 6.7 Soil Removal; Soil Erosion. Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

Section 6.8 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

Section 6.9 Tree Removal. No tree may be removed from any Unit during the Construction and Sales Period without Developer’s prior written approval. Thereafter, trees shall only be removed in accordance with all applicable zoning and other ordinances and/or regulations promulgated by the Township and any other governmental authority having jurisdiction.

Section 6.10 Performance of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.11 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat or other watercraft, aircraft, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall, at any time, be parked or maintained on any Unit, unless stored fully.
enlosed within an attached garage or similar structure; provided, however Developer’s sales and
collection trailers, trucks and equipment may be parked and used on any Unit during construction
operations. No commercial vehicle lawfully upon any Unit for business purposes shall remain on such
Unit except in the ordinary course of business and in conformity with all applicable laws and/or
ordinances.

Section 6.12 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed,
sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring
Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly
concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of
any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish
removal and waste recycling program, each Co-owner shall participate in such program and shall be
billed separately by the Township for such services.

Section 6.13 Fences, Obstructions and Dog Runs. With the exception of any fencing
improvements installed by Developer, no fences, walls or similar structures shall be erected on any Unit
without the prior written approval of Developer. A Co-owner shall not be permitted to install within the
exterior yards of a Unit, any cables, wires, ropes or other device which is intended to physically constrict
the movement of a dog, with the exception of a so-called “invisible” fence. The boundaries of any
invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit which is located
between the rear boundary of a Unit and the front wall of the dwelling and a dog shall not be allowed
unleashed in either the front yard of a Unit or the Common Elements.

Section 6.14 Landscaping and Grass Cutting. Upon completion of a residential dwelling on
any Unit, the Co-owner shall cause such Unit to be finish graded, sodded, or seeded, provided the Co-
owner uses a hydroseed grass mix acceptable to Developer and the Architectural Review Committee, and
suitably landscaped as soon after such completion as weather permits, and in any event within ninety (90)
days from the date of completion. Prior to commencing any landscaping on the Co-owner’s Unit, the Co-
owner shall submit to Developer a proposed landscape plan, which plan shall be subject to Developer’s
prior approval. When weeds or grass located on any Unit exceed six (6”) inches in height, the Co-owner
of said Unit shall mow or cut said weeds and grass over the entire Unit, except in wooded areas. If the
Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing,
Developer or the Association may perform such work and the cost of such work shall become a lien upon
the Unit(s) involved, until paid. The Co-owner shall, at its cost, immediately remove any shrub, tree or
other plant that is diseased, dying or dead. If the Co-owner fails to remove such shrub(s), tree(s) or other
plant(s), Developer or the Association may perform such work and the cost of such work shall become a
lien upon the Unit(s) involved, until paid. All Units owned by Developer in the ordinary course of
business shall be exempt from the foregoing restrictions contained in this Section 6.14. Upon conveyance
of any Unit by Developer to a Co-owner other than Developer, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 6.14.

Section 6.15 Motorized Vehicles; Firearms. No motorcycles, or other vehicles shall be
operated in any Common Elements within the Project other than the roadways, provided that bicycles and
other non-motorized vehicles may utilize the roads and sidewalks. Snowmobiles shall not be operated
anywhere within the Condominium Project. No firearms, air rifles, pellet guns, B-B guns, bows and
arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the
Condominium Project.

Section 6.16 Swimming Pools, Tennis Courts, and Other Structures. Prior to the expiration
of the Construction and Sales Period, no swimming pools, tennis courts or similar recreational structures
shall be constructed on any Unit; provided, however, that prior to the Construction and Sales Period,
gazebos and hot tubs may be constructed on a Unit, if approved by the Association. Following the
Construction and Sales Period, no swimming pool, tennis court or other recreational structure shall be
constructed on any Unit unless approved in writing by the Association. Any swimming pool, tennis court or similar structure which has been approved in writing by the Association shall be constructed in accordance with this Master Deed and with all applicable local ordinances and/or state laws. NO ABOVE-GROUND SWIMMING POOLS SHALL BE PERMITTED. Swimming pools, tennis courts, hot tubs, whirlpools and similar recreational structures shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

All decks must be located in the rear yard of a Unit and cannot protrude into any side yards and must otherwise comply with all applicable rear yard setback requirements imposed by the Township and these Bylaws. All air conditioning compressor units must also be located in the rear yard of a unit adjacent to the dwelling and must be screened from all streets by evergreen hedge or other visual barrier as approved in writing by the Developer, during the Construction and Sales Period, and thereafter by the Association.

Section 6.17 Signs; Illumination; Mailboxes. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during any periods that a residence may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Projects and no lights shall be placed higher than fifteen (15’) feet above the ground.

Developer may, but is not required to, install illuminating fixtures within the General Common Elements and to designate the fixtures as common lighting as provided in Section 4.1(b) of the Master Deed. The cost of providing electricity for common lighting located within Unit boundaries shall be paid by the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the individual Co-owners without reimbursement from the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at any time. The fixtures may operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Each Unit shall have a mailbox assigned to it by Developer in order to maintain a uniform appearance within the Condominium Project. Developer shall have the right to cluster mailboxes in one or more locations within the Project. All Mailboxes shall be installed in accordance with the standards and/or requirements of the United States Postal Service. The mailboxes shall be maintained, repaired and replaced by the Association.

Section 6.18 Swings, Slides, Playscapes, and Other Playground Equipment. No swings, slides, playscapes or other similar playground equipment (collectively, “Playground Equipment”) shall be constructed on any Unit unless approved in advance, in writing by the Developer during the Construction and Sales Period and the Association thereafter. Any Playground Equipment which has been approved in writing by the Developer or the Association shall be constructed in accordance with this Master Deed.
with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer or the Association.

Section 6.19 Basketball Hoops and Play Areas. Basketball hoops and play areas shall be permitted to be installed on individual Units to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the road adjacent to the Unit, for a residence with a front entry garage, or at least thirty (30) feet from the curb of the road adjacent to a Unit for a residence with a side entry garage.

(b) The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Unit.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

(d) Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other Units.

Section 6.20 Objectionable Sights. No above or below ground fuel or other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling.

Section 6.21 Maintenance. The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other Co-owner’s Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the
easements within a Co-owner’s Unit which may damage or interfere with the installation or maintenance of the Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

Section 6.22 Wetlands. The Conservation Easement Area shall be maintained in accordance with the terms of the Wetland Conservation Easement Agreement which provides in part that the Conservation Easement Area shall not be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands within the Conservation Easement Area, unless a permit for such modification has been issued by Michigan Department of Environment, Great Lakes, and Energy and all other governmental units or agencies having jurisdiction over any such wetlands. In addition, no such modification shall be made unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter. In order to protect all wetlands and upland vegetation, no Co-owner shall utilize within such Co-owner’s Unit, fertilizer products containing phosphates.

Section 6.23 Structures in Limited Common Elements and Easements. No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.24 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until plans and specifications are submitted to, and approved in writing by, Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to Township officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons for such decision, shall be furnished by Developer to the applicant within thirty (30) days from the date Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. If Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.24 within thirty (30) days from the date they are submitted, Developer shall be deemed to have rejected the plans and specifications. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 ($250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant’s plans, specifications and related materials. Such amount shall be due for each submittal even if the original submittal was returned for revision or rejected entirely by Developer.
Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, or an architectural review committee established by Developer and containing such persons as Developer desires in its sole discretion (the “Architectural Review Committee”), shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, and/or the Architectural Review Committee, shall have the right to exercise the architectural controls described in this Section 6.24. At the expiration of the Construction and Sales Period, the rights exercisable by Developer and/or the Architectural Review Committee under this Section 6.24 shall be exercised by the Board of Directors of the Association.

Section 6.25 Leasing and Rental

(a) Right to Lease. A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 6.1, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following:

(1) A Co-owner, including Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner’s intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents.

(2) Tenants and other non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.
(ii) The Co-owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner’s Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

Section 6.26 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date subject to Developer’s approval. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 6.27 Reserved Rights of Developer.

(a) Developer’s Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas, marketing signs and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain,
repair and/or replace any Common Elements and/or to perform any landscaping required by these
Bylaws and to charge the cost thereof to the Association as an expense of administration.
Developer shall have the right to enforce these Bylaws throughout the Construction and Sales
Period regardless of whether or not it owns a Unit in the Condominium. Developer’s enforcement
rights under this Section 6.27 may include, without limitation, an action to restrain the
Association or any Co-owner from performing any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 7.1 Notice to Association. Any Co-owner who mortgages his Unit shall notify the
Association of the name and address of the mortgagee, and the Association shall maintain such
information in a book entitled “Mortgages of Units.” The Association may, at the written request of a
mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The
Association shall give to the holder of any first mortgage covering any Unit written notification of any
default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty
(60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book
referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils
covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 7.3 Notification of Meetings. Upon request submitted to the Association, any
institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of
every meeting of the Members of the Association and to designate a representative to attend such
meeting.

ARTICLE VIII

VOTING

Section 8.1 Vote. Except as otherwise specifically provided in these Bylaws, each Co-owner
shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these
Bylaws which require votes to be cast on a percentage of value basis, each Co-owner’s Unit shall be
assigned the number votes proportionate to the percentage of value pertaining to such Co-owner’s Unit.

Section 8.2 Eligibility to Vote. No Co-owner, other than Developer, shall be entitled to vote
at any meeting of the Association until he has presented to the Association evidence that the Co-owner
owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer,
shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with
Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by
such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual
representative. Developer shall be the only person entitled to vote at a meeting of the Association until
the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the
fact that Developer may own no Units at some time or from time to time during such period. At the First
Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

Section 8.3 Designation of Voting Representative. Each Co-owner shall file with the
Association a written notice designating the individual representative who shall vote at meetings of the
Association and receive all notices and other communications from the Association on behalf of the Co-
owner. If a Co-owner designates himself as the individual representative, he need not file any written
notice with the Association. The failure of any Co-owner to file any written notice with the Association
shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 Quorum. Except as required by law or otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-owners representing thirty-five (35%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX

MEETINGS

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. There shall be no quorum requirement for the First Annual Meeting. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.
Section 9.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4 Special Meeting. The President of the Association shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association’s Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary’s absence) shall provide each Co-owner of record, or, if applicable, a Co-owner’s individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner’s individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner’s individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.
ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established in any manner Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI

BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) Directors. At such time as the non-Developer Co-owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 11.2 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

Section 11.2 Election of Directors.

(a) First Board of Directors. Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) Appointment of Non-developer Co-owner to Board prior to First Annual Meeting. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

(c) Election of Directors at and after First Annual Meeting.

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at
least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or 11.2(c)(1) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in subsection (i) above.

(4) At the first Annual Meeting (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the other person shall be elected for term of one (1) year. At each subsequent Annual Meeting, either one (1) or two (2) Directors shall be elected or, following the increase in the number of Directors under Section 11.2, two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.
(b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To reconstruct or repair improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 6.26 of these Bylaws.

(i) To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be exclusively performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at a subsequent annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the
non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 First Meeting. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two (2) or more Directors.

Section 11.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.
ARTICLE XII

OFFICERS

Section 12.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

Section 12.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 12.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words “corporate seal”, and “Michigan”. 
ARTICLE XIV

FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association’s fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association’s fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 Bank Accounts. The Association’s funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association’s funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.
Section 15.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper. Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least
ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association’s indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI

AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.
Section 16.5  Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Oakland County Register of Deeds.

Section 16.6  Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

The Association or any Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 18.1  Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 18.2  Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding, including its actual attorneys’ fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys’ fees.

Section 18.3  Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4  Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines
duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five and 00/100 ($25.00) Dollars for the second violation, Fifty and 00/100 ($50.00) Dollars for the third violation or One Hundred and 00/100 ($100.00) Dollars for any subsequent violation.

**Section 18.5 Non-waiver of Rights.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 18.6 Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

**Section 18.7 Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XIX**

**RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer’s rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.
ARTICLE XX

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XXI

ARBITRATION

Section 21.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator’s decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 21.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 21.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners in accordance with Article III and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.
Matt, great questions – I didn’t find about the entrance components. This is why we wanted to reach out to you early in the process.

We are still in the preliminary design phase and haven’t worked out those details. I anticipate the grade change will be close to existing, but it could be +/- 2-ft. Are there specific requirements/restrictions that we should meet as part our design as we move forward?

John B. Thompson, PE

PEA
(P) 248.689.9090 Ext 1109 • (M) 586.484.5512

Confidential Notice: This is a confidential communication. If you received in error, please notify the sender.

Also, will there be any signage, fencing, lighting or any other equipment located underneath the lines? If so these will need to be noted on the drawings along with their dimensions and the material that they are made of.

-Matt
is if the grade change will be an increase or a decrease?

Thanks,

Matthew Rice
Real Estate Specialist
P: (248)946-3593
E: mrice02@itctransco.com
27175 Energy Way
Novi MI 48377

From: John Thompson <jthompson@peainc.com>
Sent: Monday, March 11, 2019 1:44 PM
To: Rice, Matthew <MRice02@itctransco.com>
Cc: David Steuer <David@steuergroup.com>; Andy Milia (amilia@franklinpropertycorp.com) <amilia@franklinpropertycorp.com>; Ryan Coopersmith <rcoopersmith@franklinpropertycorp.com>
Subject: [EXT] FW: Non-Interference Request Franklin Ridge Homes

Caution - External Sender
Do not open attachments from unknown senders.
Do not click on links from unknown senders.
Contact the ITC Helpdesk with any questions or concerns.

Matthew – to follow-up on below, attached find our proposed site plan. The project will consist of developing approximately 54 single-family home sites on 75-acres.

- Existing easement is 90’ centered on towers
- Tower numbers are: 9164, 9165, and 9166.
- Grade change will likely only occur at the site entrance and less than 2’
- The lines are approximately 65’ away from the proposed houses.
From: David Steuer <David@steuergroup.com>
Sent: Friday, March 8, 2019 9:08 AM
To: John Thompson <jthompson@peainc.com>; Andy Milia <amilia@Franklinpropertycorp.com>; rcoopersmith@franklinpropertycorp.com
Subject: Fwd: Non-Interference Request Franklin Ridge Homes

Begin forwarded message:

From: "Rice, Matthew" < >
Date: March 8, 2019 at 8:53:36 AM EST
To: "david@steuergroup.com" <david@steuergroup.com>
Cc: "jthompson@peainc.com" <jthompson@peainc.com>
Subject: RE: Non-Interference Request Franklin Ridge Homes

Good morning,

I just wanted to check in and make sure that you received my previous email. Also, given that there is a lot going on underneath our conductors, we will need to know if there are going to be any changes to the grade in those locations.

I look forward to working with you on this, please confirm that you have received these requests.

Matthew Rice
Real Estate Specialist
P: (248)946-3593
E: mrice02@itctransco.com
27175 Energy Way
Novi MI 48377
From: Rice, Matthew  
Sent: Tuesday, February 26, 2019 10:44 AM  
To: 'david@steuergroup.com' <david@steuergroup.com>  
Subject: Non-Interference Request Franklin Ridge Homes

David,

I received your request for approval of building within ITC’s easement. I have just a couple of requests to make the process move along. If you could have the tower numbers represented on the plans as well as the distances from the buildings to our equipment. Lastly, once those have been added can you send me a digital copy of the plans and a short formal statement either via email or a letter, of what the intended use is. I have attached the process that we typically follow for these requests, please reference #3 for the plans.

Please let me know if you have any questions.

Regards,

Matthew Rice  
Real Estate Specialist  
P: (248)946-3593  
E: mrice02@itctransco.com  
27175 Energy Way  
Novi MI 48377
Notice: This email and any of its attachments (collectively, the "Communication") may contain: (1) privileged, proprietary, non-public, and/or confidential information protected by law; and/or (2) information pertaining to electric transmission projects, functions, or operations that could have a material effect on the energy market if disclosed to energy market participants. This Communication is for the sole use of the intended recipient(s) and should not be shared with anyone else. Unauthorized use or disclosure of any kind is strictly forbidden. If you received this Communication in error please notify the sender, and permanently delete the original and any copies or printouts. This Communication may also contain "Level 1 - Confidential-CELL" or "Level 2 - Restricted-CELL" information as defined in the ITC CIP-1101 Information Protection Program; if it does, it will be marked as such and contain additional restrictions.

Please consider the planet before you print.
MASTER DEED

SILVERBELL POINTE

THIS MASTER DEED is made and executed on this _____ day of __________, 2020, by Franklin Ridge Homes, LLC, the address of which is 30180 Orchard Lake Road, Suite 150, Farmington Hills, Michigan 48334 ("Developer"), pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Silverbell Pointe as a residential site condominium project under the Act and declares that Silverbell Pointe shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the condominium premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Silverbell Pointe, Oakland County Condominium Subdivision Plan No. _____________. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.
ARTICLE II
LEGAL DESCRIPTION

The land which is subject to the Condominium Project established by this Master Deed is described as follows:

Part of the southeast and southwest ¼ of Section 28, together with part of the northeast and northwest ¼ of Section 33, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan being more particularly described as:

Commencing at the South ¼ corner of said Section 28, thence N 00°54'08"E, 1037.64 feet along the north-south ¼ line of said section to the south line of Silverbell Road (66' wide) and the Point of Beginning; thence along said south line N 81°37'08"E, 336.39 feet; thence S 00°54'11"W, 1087.57 feet to the east-west ¼ line of said section; thence along said line S 89°44'45"E, 999.50 feet; thence S 00°20'21"E, 1319.24 feet to the north line of "Supervisor's Plat of Lakeview Subdivision" as recorded in Liber 53, Page 21, Oakland County Records; thence along said north line, N 89°37'34"W, 293.09 feet; thence N 00°10'08"W, 119.60 feet; thence the following four courses along the waters edge of Mud Lake, S64°19'49"W, 74.39 feet and N70°02'23"W, 24.20 feet and S81°31'02"W, 81.02 feet and N 81°09.09"W, 121.30 feet to the northerly extension of the west line of Lot 12 of said supervisor's plot; thence along said extension, S 00°10'08"E, 100.45 feet to the aforementioned north line of said supervisor's plat; thence along said north line, N 89°37'34"W, 768.31 feet to a 3/8" iron in a 4 inch square concrete monument; thence continuing along said north line, N 89°55'57"W, 363.34 feet to the east line of Joslyn Road (66' wide) as recorded in Liber 36264, Page 120, Oakland County Records; thence along said east line, 490.31 feet along the arc of o curve to the left having a radius of 1903.83 feet and a chord that bears N 05°00'23"W, 488.96 feet to the east line of the Canadian National Rail Road Right-of-Way (50' wide); thence the following three courses along said east line, 453.47 feet along the arc of a curve to the left having a radius of 2841.14 feet and a chord that bears N 02°16'02"W, 452.99 feet and 465.24 feet along the arc of a curve to the left having a radius of 2540.67 feet and a chord that bears N 07°44'51 "W, 465.23 feet and N 08°08'02"W, 867.49 feet to the south line of said Joslyn Rood; thence along said south line, N 81°37'17"E, 644.53 feet to the Point of Beginning.

ARTICLE III
DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Silverbell Pointe Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Silverbell Pointe. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:


Section 3.2 "Association" means Silverbell Pointe Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.4 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.5 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.6 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Silverbell Pointe.

Section 3.7 "Condominium Project", "Condominium" or "Project" are used synonymously to refer to Silverbell Pointe.

Section 3.8 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.9 "Consolidating Master Deed" means the final amended Master Deed which shall describe Silverbell Pointe as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, Developer shall be able to satisfy any obligation to record a Consolidating Master Deed by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.10 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.11 "Co-owner" means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

Section 3.12 “Convertible Area” means the portion of the Condominium Project that is identified as “Convertible Area” on the Subdivision Plan attached to this Master Deed as Exhibit B.
Section 3.12  "Developer" means Franklin Ridge Homes, LLC, a Delaware limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13  "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.14  "PUD Agreement" means the Planned Unit Development Agreement entered into between the Township and Developer, dated ______________________, which was recorded in Liber _____, Page _____, of the Oakland County Records, as the same may be amended.

Section 3.15  "Storm Water Drainage Facilities" means the surface water drainage system, storm drain lines and detention/sedimentation basins which service the Condominium Project.

Section 3.16  "Township" means Charter Township of Orion, a Michigan municipal corporation, located in Oakland County, Michigan, and its successors, assigns and transferees.

Section 3.17  "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.18  "Unit" or "Condominium Unit" each mean a single building site unit in Condominium as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Section 3.19  "Wetland Conservation Easement Agreement" The wetlands identified on Exhibit B, which comprise a portion of the General Common Elements of the Project ("Conservation Easement Area"), are subject to a conservation easement agreement with the Michigan Department of Environment, Great Lakes and Energy, which is to be recorded in the Oakland County Records, and provides for the preservation and maintenance of the Conservation Easement Area by the Association.

Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.
ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

(a) Land. The land, if any, designated in Exhibit B as General Common Elements.

(b) Electrical. The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with the common lighting for the Project.

(c) Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(d) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(e) Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) Storm Water Drainage Facilities. The surface water drainage system, storm drain lines and detention/sedimentation basins which are located within the Condominium Project and which service the Condominium Project.

(i) Landscaping. All landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, all benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(j) Perimeter Fencing. Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.
(k) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(l) **Roads.** The roads, sidewalks and medians within the Project, except drives and parking areas located within the boundaries of the Units, until such time, if any, as such road, streets, sidewalks and medians are dedicated to the public.

(m) **Open Spaces.** The open space areas shown on the Condominium Subdivision Plan, including landscaped open space, natural feature and/or buffer areas, and the wetlands and natural feature areas located therein.

(n) **Dock.** The dock installed by the Developer or the Association for use by all Co-owners. Such dock may only be used for passive recreation purposes and the mooring of motorized watercraft shall not be permitted at such dock.

(o) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The Roads, unless dedicated to the public, shall be private and maintained by the Association.

**Section 4.2 Limited Common Elements.** Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

**Section 4.3 Responsibilities.** The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI, or VII of this Master Deed,
Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) **Association Responsibility for Units.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) **General Common Elements.** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association.

(d) **Common Lighting/Irrigation.** The cost of electricity for common lighting and irrigation shall be paid by the Association. With the exception of the fixtures located within Condominium Units, all light fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement. Following the dedication of such improvement to the Township, the Township shall be responsible for maintaining, repairing and replacing the water distribution system throughout the Project up to the point of lateral connection for Unit service and the sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service.

(f) **Roads.** The private roadways, curbs and medians, sidewalks within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including, without limitation, snow and ice removal), replaced, repaired, and resurfaced as necessary by the Association in a safe and passable condition. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of
assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association’s obligations with respect to the foregoing areas.

(g) **Lawn and Landscaping Maintenance within Units.** The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit. In connection with any amendment made by Developer pursuant to Article VI, or VII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense. Street trees are to be maintained by the Co-owner of the Unit within which such street tree is located, at such Co-owner’s cost. The Association shall have the right to replace any street tree, and to specially assess the Co-owner for the cost of replacing any street tree within such Co-owner’s Unit, in accordance with Article II of the Bylaws.

(h) **Storm Water Drainage Facilities.** The Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities. It shall be the applicable Unit Owner’s responsibility to maintain the finish grade of such Owner’s Unit in the condition established by the builder of the dwelling on such Unit.

(i) **Snow Removal from Sidewalks.** Each Co-owner shall be responsible for the removal of snow from all driveways and walkways within the Co-Owner’s Unit and from the sidewalks which are adjacent to such Co-owner’s Unit.

**Section 4.4 Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter. Riparian owners shall have the same rights as other lakefront owners, subject to obtaining any necessary approvals.

**ARTICLE V**

**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 5.1 Description of Units.** Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines. Detailed architectural plans and specifications for the Project are on file with the Township. The Project and shall consist of forty-six (46) Units, numbered 1-46, consecutively.

**Section 5.2 Percentage of Value.** The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective proportionate share
in the proceeds and expenses of the Association's administration and the value of such Co-
owner's vote at meetings of the Association of Co-owners with respect to matters that require
votes to be cast on a percentage of value basis. The total value of the Project is one hundred
(100%) percent.

ARTICLE VI

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions
of this Article:

Section 6.1 Convertible Areas. The General Common Elements are designated on
the Condominium Subdivision Plan as Convertible Areas within which Units and Common
Elements may be expanded and modified and within which Limited Common Elements may be
created as provided in this Article VI. The Developer reserves the right, but not an obligation, to
convert the Convertible Areas. The maximum number of Units that may be created in the
Convertible Areas is zero, although Units may be expanded and modified as provided in this
Article VI. The number of Units in the Condominium may decrease, but shall not increase, as
a result of the conversion of the Convertible Areas.

Section 6.2 Modification. The Developer reserves the right, in its sole discretion,
during a period ending six (6) years from the date of recording this Master Deed, to modify the
size, location, and configuration of any Unit that it owns in the Condominium, and to make
corresponding changes to the Common Elements. The changes in the Common Elements could
include (by way of illustration and not limitation) construction of court yards, patios, decks,
porches and other amenities on any portion of the Convertible Areas.

Section 6.3 Restrictions. All improvements constructed or installed within the
Convertible Areas described above shall be restricted exclusively to residential use and to such
Common Elements as are compatible with residential use. There are no other restrictions upon
such improvements except those which are imposed by state law, local ordinance or building
authorities.

Section 6.4 Compatible Structures. The extent to which any structure erected on
any portion of the Convertible Areas is compatible with structures included in the Master Deed is
not limited by Section but lies solely within the discretion of Developer, subject only to the
requirements of local ordinances and building authorities.

Section 6.5 Co-owner Consent. The consent of any Co-owner shall not be required
to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons
interested or to become interested in the Condominium from time to time shall be deemed to have
irrevocably and unanimously consented to such conversion of the Convertible Areas and any
amendment or amendments to this Master Deed to effectuate the conversion and to any
reallocations of Percentages of Value of existing Units which Developer may determine necessary
in connection with such amendment or amendments. All such interested persons irrevocably
appoint the Developer or its successors, as agent and attorney for the purpose of execution of
such amendment or amendments to the Master Deed and all other documents necessary to
effectuate the foregoing. Such amendments may be effected without the necessity of rerecording
the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any
pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained,
however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and not further notice of such amendment shall be required.

Section 6.6 Percentage of Value. All modifications to Units and Common Elements made pursuant to this Article XI shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately reallocated, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the reallocations in percentages of value shall be made within the sole discretion of Developer. Such reallocations, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redeterminations of General Common Elements or Limited Common Elements as may be necessary to describe adequately and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article VI.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 7.1 Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of forty-six (46) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2). In all events, any contraction shall only be completed in accordance with a site plan approved by the Township and with all necessary governmental approvals, applicable regulations and ordinances.

Section 7.2 Withdrawal of Land. In addition to the provisions of Section 7.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

Section 7.3 Creation of Easements. In the event of any contraction under this Article VII, Developer reserves for the benefit of itself, its successors or assigns, and all owners
of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 7.4 Amendment of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 7.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 7.4 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 7.6 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VIII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.
Section 8.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recording of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article X of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.
Section 8.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

Section 8.4 Right to Construct Amenities. Developer reserves the right to construct various other amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, except as required by the approved site plan, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE IX
EASEMENTS, AGREEMENTS AND RESTRICTIONS

Section 9.1 Easement for Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Association, and the Township, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.2 Easements Retained by Developer.

(a) Utility Easements. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, storm drainage, telephone, electrical, and telecommunications improvements as identified in the approved final site plan for the Project and all plans
and specifications approved by the Township, as well as any amendments thereto. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) Additional Easements. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 9.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that
they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 9.5 Telecommunications Agreements. The Developer, during the Construction and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Construction and Sales Period (unless assigned by the Developer to the Association) and the Association thereafter.

Section 9.6 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.7 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school buses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of the road or driveways to the public.

Section 9.8 Sign Easement. Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project one or more signs advertising Condominium Units in the Project.

Section 9.9 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 9.10 PUD Agreement. The Condominium Project is subject to the terms of the PUD Agreement.
Section 9.11 Wetland Conservation Easement Agreement. The Condominium Project is subject to the terms of the Wetland Conservation Easement Agreement.

ARTICLE X

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 10.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 10.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except for a modification made in connection with the conversion or contraction of the Project or consolidation or modification of Units under Article VI or VII of this Master Deed.

Section 10.4 Mortgagee Approval. Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:
(a) The termination of the Condominium Project.

(b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee’s mortgage.

(c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 10.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

Section 10.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to and assumed by any other entity or to the
Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

[Signature and notarization are contained on the following page]
FRANKLIN RIDGE HOMES, LLC
a Michigan limited liability company

By: ________________________________

Its: ________________________________

STATE OF MICHIGAN )
 ) ss
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this ______ day of ________, 2020, by ________________________, the __________________________ of Franklin Ridge Homes, LLC, a Michigan limited liability company, on behalf of such company.

_________________________________
Notary Public

DRAFTED BY AND WHEN RECORDED RETURN TO:
Duncan P. Ogilvie, Esq.
Seyburn Kahn, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075
(248) 353-7620
7. NEW BUSINESS

Chairman Dunaskiss asked the petitioner to give an overview of this final PUD project.

Mr. John Thompson with PEA, representing Franklin Ridge Homes, LLC.

Mr. Thompson stated that Silverbell Pointe is located east of Joslyn Rd. and south of Silverbell Rd. The development is defined on the east side of the CN Railroad. The site is approximately 74 acres, and they are proposing to develop a 28-acre single-family community with 46 single-family homes, a community park, and the site is all elevated above Mud Lake and the surrounding wetlands. The four (4) acres in the north-east corner of Silverbell and Joslyn Rd., they are proposing to donate a four (4) acre parcel as a Township Park. Additionally, they will be providing 20%, half of the recreational open space.

Mr. Thompson gave a brief history. He stated that originally when they submitted the site plan, they had 60 lots. Through several meetings and assistance with both the Planning Department and the Planning Commissioners, they refined that plan down to 50 lots. In June 2019, the Planning Commission forwarded the plan to the Township Board and on June 17, 2019, the Board approved the preliminary PUD subject to removal of four (4) additional lots on Silverbell Rd.

Mr. Thompson said they are there to request a recommendation for final PUD approval, subject to the consultant’s review letters, and with the following amendments and clarification: 1) the Township safety path, they provided an eight-foot-wide path across the Joslyn Rd. frontage, which is required by the ordinance. They are requesting not to extend that path outside of the development limits; 2) based on some clarification of the woodland ordinance, they understood that the protected trees are exempt from replacement within the development. Therefore, there are 16 landmark trees that are to be removed within the development for a total of 481 caliper inches. With a four-inch replacement, that is at 120 replacement trees required. They currently are showing 115 replacement trees. They are suggesting adding five (5) additional trees to the plan, so that replacement trees equal removed trees. This will eliminate the need for the tree fund. 3) Jamm Rd. is under the jurisdiction of the Road Commission and is their responsibility for them to maintain. They are offering to provide a one-time repair and thought that long term maintenance of that EBA should remain under the jurisdiction of the Road Commission and simply be requested by the Township if repairs are needed as they would do for any other gravel road that was in disrepair as owned by the county. 4) the ordinance requires that at least 50% of the dwelling units with attached garages include either side entry garages, or recess garages, meaning that the front of each garage is at least five (5) feet behind the frontend of the living portion of the dwelling unit. They showed on the plan all side entry units for the purpose of making sure that they would work. The intent is, as indicated on the plan, that at least 50% of those units shall be side-entry. 5) They don’t have a defined homebuilder. When it comes to the material specification for the housing, the housing materials, they wanted to define something that was of high-quality materials, but still left some latitude for the prospective homebuilder that may come in. As they defined it in the Master Deed, they said that exterior building materials will consist of brick, stone, and hardiplank siding, or equivalent siding. Dimensional asphalt shingles will be used. For the roofing, the front and sidewalls of the first story of the homes and the sidewalls of exposed below-grade walls of homes will be covered with brick or stone. They we’re hoping that was a sufficient definition to make sure that they get a high-quality house, but still allows them to bring in the custom builder and meet those needs that they are going to require, as well. 6) They requested to begin the construction within two (2)
years of the date of final site plan approval rather than one (1) year. Based on the current conditions that they are currently living in they are afraid that the economics just might not be there.

Mr. Thompson said in conclusion, based on the consultant's review, that the final PUD plans are in substantial compliance with the Townships ordinance and standards. With their proposed clarification they respectfully request their recommendation for final PUD approval subject to OHM and Giffels letters as amended.

Planner Arroyo read through his review letter date stamped April 24, 2020.

Engineer Landis read through his review letter date stamped April 16, 2020.


Chairman Dunaskiss stated that they did receive a letter from the Public Service Director, and he had no further concerns. The Road Commission provided a letter with regard to their qualification requirements.

Chairman Dunaskiss asked the applicant if they had any additional questions or concerns?

Mr. Thompson stated that addressing Planner Arroyo's comments, exhibit “B” the open space area “E” was an oversite on their part, that will be a common element and they will make that revision. He added that regarding the building materials they are willing to work the Township administratively to further refine that, and could take care of that during the Master Deed process, they have language that would tweak that to their satisfaction. They are preparing a wetland permit to submit to both the Township and EGLE.

Mr. Thompson said regarding the Fire Department comments, he said that at the beginning of the project they talked about secondary access points, and two (2) means of egress. What they had resolved during the preliminary stages was that the entrance would be a boulevard entrance and then be referred to as two (2) points of access. He thought that they had resolved, the two (2) points of access over 30 units. At this point, they do not plan on fire suppressing the homes as a requirement of the development.

Vice-Chairman Reynolds asked if the two points of access are addressed by having a boulevard entry? He thought that they had to be separated by a certain distance? Fire Marshal Williams replied that the fire code does have a description of that. When it talks about secondary access and two (2) access points, a boulevard entrance does not meet the requirements of the international fire code. There are specific requirements that say for a secondary access point, the secondary access point needs to be on the opposite end of the site. Obviously, a boulevard entrance does not account for that.

Vice-Chairman Reynolds stated that he didn't have any issues with the safety path being within the development limits and keeping that within those parameters and not extending it up to the next intersection. He was also good with the applicant keeping no contribution to the tree fund as long as the replacements can stay on the site. He was still open to a discussion with Jamm Rd. responsibility for access. He was good with the building material comments and the way they are written that a hardy material along with stone or brick and the way it was described he thought it was a decent parameter. He was still open to see elevations in the future for administrative approval just to acknowledge that those are, parameters are still being met. He would be open to the two (2) year build window as long as there is a reasonable timeframe from the start of construction to the end of construction.

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Trustee Steimel said that he is enameled about giving a two (2) year extension right off the bat. He didn't want to set a precedent like that. If they need to come back for an extension it is not a big deal. He didn't want to get into starting an approval of a project that they start granting extension right away. He thought that extending the safety path beyond, their borders, is not really part of this, and he was fine with that. They are getting that property on Silverbell and felt they were covered there. The building material might be tricky. They might have to come right out and define, like, a small committee that would review once the project came in. How would they administratively review that? Who would that be? Would that be the Building Department? Planning & Zoning Director Girling said that it does pose a bit of a challenge. If a neighborhood is approved and Planning & Zoning is out of the picture, and then it is at Building Department and they are looking at if it is going in slowly in different homes, it is from one department to another department. She has seen in the past where there is something outline in the PUD agreement with the degree of building materials that are required, and then that PUD agreement is on file and the Building Department can reference that. She added that it is a bit of a challenge. In her opinion, not saying that it can't be done, but she thought another way to handle it would be preferred for her.

Commissioner Ryan asked if it would be possible because they don't have a contractor or developer selected yet, that they say they need to bring it back to the Planning Commission once they have a developer and they have proposed plans for their approval at that point?

Planning & Zoning Director stated she would want clarity because being that this is a PUD, the Planning Commission is a recommending body to the Township Board is the approving body. There are minor and major PUD modifications. The minor only goes to the Planning Commission and the major go to the Township Board. The architecture, if it is a part of the approval, can be considered a major alteration. She was not saying it would not work, but it needs to be really explicit the course it needs to take if that is the way they are handling it.

Trustee Steimel said he thought that they had a similar situation in Stonegate East. It was a multiple builders' that went in there and were selling the lots as it went. He wasn't sure how the Building Department handled that? He thought that they did do a review to make sure that whatever style of home was going to be built, that it matched the general criteria. Planning & Zoning Director Girling said she did not recall that. She recalled reading about was Orion Village Crossing, the townhomes in the back had certain criteria, it was a PUD, but they did as a community benefit say that it was superior architecture. They came in and said that they don't want the chimneys, it did have to come back because their architecture was considered superior architecture, it was subjective and the Planning Commission had to make a determination on whether they were going to agree to the alterations to it. She didn't remember on Stonegate, but Stonegate was a consent judgment and five (5) or six (6) modifications.

Commissioner Walker said that he had empathy for the petitioner in that they were there back in June. He voted against what they wanted, and now he is trying to vote for what they want, but wasn't sure if he was convinced yet, because that they don't have a builder yet. This project has been going on for some time and there is not a commitment to the construction of the exterior construction. The Jamm Rd. reluctance to take care of that bothered him, and the Fire Marshal’s comments bothered him.

Commissioner Gross said relative to the safety path, if the applicant does not feel that he is able to construct the safety path up to Silverbell, would it not be appropriate to have a donation of the safety path fund be considered in lieu thereof, so, that safety paths can be maintained in the future. Regarding the building materials, he liked what the applicants said about the types of materials that are being proposed and thought it should be incorporated into the PUD
agreement into Article 5, section 5.7, where it talks about building materials. Also, if they could resolve a method to how the actual elevations would be reviewed.

Mr. Thompson said to respectfully disagree with the Fire Department’s comment. They have done multiple sites in multiple communities that utilized the boulevard entrance as a secondary entrance. They went through these discussions with both the Township Engineer as well as he thought the Fire Department to clarify these issues under the preliminary PUD process. There were discussions about putting a secondary access if it was feasible or not, and this was the final determination that they had all agreed upon that was approved at the preliminary PUD stage. He didn’t realize this time was going to come up again as he thought that it was resolved. He added that regarding the building materials, they have the materials identified in the Master Deed. They can include those same descriptions in the PUD agreement. With respect Jamm Rd. that is a public road, it is a gravel road, similar to what would happen if the public called the Township and indicate that the road wasn’t being maintained, that would be deferred to the Road Commission to maintain, so this is something that is already their responsibility. They can assist with contacting the Road Commission on the Township’s behalf, or as a local resident and request that they maintain it. They in good faith would make sure that it was in proper condition for the time of their site development. They wanted to at least offer up that they would take care of this to make sure it is up to grade and to make sure that the Fire Department would be, at the time of the development. He added that this is like saying that they would like you to fix the potholes on Joslyn Rd. from their site to Silverbell in perpetuity. It is their opinion; it already has a responsible party. They felt that if there were issues with regards to this when it was originally developed when the Road Commission purchased the lot, and it wasn’t an agreement with the original subdivision, that that wasn’t an issue then and he didn’t think it should be an issue now. He thought that they should lean on the Road Commission to do their job within their public right-of-way.

Fire Marshal Williams said that the suppression requirements were noted on every Fire Department review that has been completed on this property.

Chairman Dunaskiss stated that was one of the bigger issues was the boulevards. He asked if there was a way to rework the road? Mr. Thompson said that at this time, he didn’t have a response for them. They have done several projects and thought that they have done projects in Orion Township as well, previously, that had the same situation. The requirement to fire suppress is a request of the fire code, not a requirement. He knew that the Fire Department requested on most of the reviews, but it is as long as two (2) means of access are provided. Fire Marshal Williams said he disagreed with that; International Fire Code is their adopted ordinance. The exact code requirement comes out of subsection D 107.1, and that is where the requirement comes from in regards to the 30 dwelling units with one access drive that leads in and out. They have had past projects over the past few years, one being Stadium Ridge Residential, that they did run into the same situation, and they are adding or did approve of adding fire suppression into the homes.

Vice-Chairman Reynolds said that he didn’t think that it was a request, it is something that they required of other developments. They have either provided two (2) means of access point if they are over the 30 dwellings and believed that is the mark or they have suppressed their units. He didn’t see any question on that topic, it is the adopted ordinance and that is what they have asked from other developments with similar scenarios to provide.

Commissioner Gross said regarding Jamm Rd. he thought that once it is improved the access, that it should not be the responsibility of the condominium association to maintain that. It is completely off-site, and he thought it would be very difficult to have a condominium association be responsible to maintain that road in perpetuity, once it has its improvements. There has
been a $10,000 contribution to having that road improved, he didn’t know how much it would cost, but he thought if they could get it improved, so there is access to it, then that should be the end of it without any further responsibility of the association to maintain it.

Fire Marshal Williams said that the Fire Department standpoint, just as long as the commission understands, that an access drive is required. In the case or scenario that a train was to use those tracks, it is an access drive that has been located there for a long period of time. They have taken a few visits out there it is not being maintained from that aspect. It is just something that has to be kept in mind that during the winter months having this snowplowed, the trees that have grown, they need to try to keep a vertical clearance of approximately 14-ft. Those are just some of the things that they need to keep in mind in regards to having that emergency access drive maintained.

Chairman Dunaskiss asked about the two (2) year timeframe as proposed? Planning & Zoning Director Girling asked if the request was for two (2) years to start, or two (2) years to complete? Chairman Dunaskiss replied two (2) years to start.

Chairman Dunaskiss said that it was common for folks to come back for renewals. He didn’t want to give the two (2) years initially. Things may change in the next 30 days, and they didn’t know what would happen in the next year. He added regarding the road and the one-time contribution that was posed, he felt it was adequate, and understood that they should assist but shouldn’t be perpetuity on the line for that road. He thought that the materials, that were proposed, so far, based on what is in writing, that they come up with a way to do it. Without naming the builder, he thought that they could get, with regards to, what they have already stated. They also have a process, to have a third party to validate, so as not to put the department out on a limb. He asked if Planning & Zoning Director Girling could do that? Planning & Zoning Director Girling replied yes; her feelings were, if is it really explicit in the PUD agreement, it gives the material and it has to have whatever percentage of whatever material, minimum square footage of X, this type of design and is as explicit as it can be, then she would think that between the Building Department and herself when a plan comes in that, they can make sure it meets that, but she would ask that it be explicit as possible.

Chairman Dunaskiss said regarding the Fire Marshal comments, they have had other development’s similar that have gone through the same requirements and rework the road or suppress and didn’t think that there were many ways around it.

Commissioner Gross asked relative the timeframe he believed the Planned Unit Development ordinance does provide for a construction project to commence within one (1) year of the date of the agreement. He didn’t think that they had the ability to waive that, although they can provide for extension after one (1) year.

Planning & Zoning Director Girling said that she thought that there was a clause, that was for one (1) year, they could get an additional one (1) year extensions. There was something in there, and that is why as if there was clarification on extending one (1) year to start, or extension on construction because one (1) of the two (2) does say that it can be extended as long as the Planning Commission approves it when they are going through approval. If they have another item to discuss, she would look for that language and get clarification.

Trustee Steimel asked regarding the Jamm Rd., he thought that their comments were that they wanted to make a contribution to the safety path, and then it is up to the Township to make the improvements to that access road, is that what is being proposed? Chairman Dunaskiss stated that he thought they were still going to make the access road from the development and then they have the contribution for a one-time fix. He asked the applicant to clarify.
Mr. David Steuer representing Franklin Homes said that they want to work together with the Commission to come up with a project that is successful in everybody's eyes. He understood that they have one (1) year to commence construction. He heard Trustee Steimel's comments and Planning & Zoning Director Girling's statement that it is not out of the ordinary or unusual for someone to ask for an extension. What is unusual right now is a pandemic. To give a frame of reference, they have two (2) different subdivisions. One was by a publicity traded homebuilder that was supposed to buy from them and close on April 6th and canceled on April 3rd. Pulte Homes has canceled the contract with them on the other community outside of Orion this week. They have had two (2) deals that they have to go back to the drawing board on. So that is why they were thinking, they don't know where it is headed. They don't know if they are going to have a resurgence of the pandemic next winter. They thought two (2) years might give them an opportunity to not take up everybody's time, again in a year, but out of respect for what they have in writing, they certainly can live with a year. They want to sell it within the year and are only talking to quality builders. The last two (2) transactions have worked under both publicly traded homebuilders. They would live up to the 12 months if that would make things right with the community. He added the issue regarding Jamm Rd., he did two (2) things, he spoke with Jennifer at the Oakland County Road Commission yesterday, and confirmed that they do own Jamm Rd., including the section that seems to be a subject right now, and they consider themselves responsible for maintaining that, which includes snow removal, grading in the summer, and brush hogging of any kind of debris or any trees that are growing into the area so that it provides safe passage. What they did offer was a dollar amount to regrade the road, but if it is more comfortable for the Commission, they will commit that when they are developing the site, they will have those same people come in and grade Jamm Rd. and brush hog so that it is passable. They don't have a problem with the county agreeing to maintain that thereafter. He said he forgot how long Jamm Rd was, he thought half of a mile and thought that the area that they are talking about was about 125-ft. long. He said he drove it again today just to see how it looked. He stated that there were some dips in the road, and there were some emergency signs on either side of the subject area of Jamm Rd., but ironically, a pickup truck, somebody that looked like they lived locally in the area, passed me the other way, went through it. So, it looks like the neighbors are using it. If that would make the Commission more comfortable, then they are more than happy to say forget the $10,000, they are going to make it right, and the Oakland County Road Commission understands and agrees it is their responsibility to maintain thereafter. Anything as simple as a phone call would rectify that in the future. He added that they talked about the safety path, and he thought that if it is acceptable to the commission, that the $10,000 that they offered for Jamm Rd., they would take care of Jamm Rd. and would contribute the $10,000 towards the safety path. He thought that the only remaining open issue is the question about fire suppression. He felt bad because they worked very carefully and was concerned about the safety for all. They were under the understanding that both creating the Jamm Rd. access point for a secondary access from the south versus north to the site and the boulevard did comply with what is in writing. He was caught off guard because he would like to research it more, and would suggest that they would have a better understanding before the Board would have a vote; if that is acceptable?

Planning & Zoning Director Girling said what the ordinance says under the PUD section is that they need to start construction within one (1) year of the approval. The process has always been that they get to the point that they are through engineering they have paid the performance guarantees and they pull a permit which can be their soil erosion. That stops the one-year clock. Then they have a two (2) year clock to finish construction and that is under the site plan section and it says construction must be completed within two (2) years of approval, unless a longer time period has been requested, by the applicant, at the time of the plans approval. It is not unusual for someone to come in and ask for an extension and the ordinance
does allow that. The asking at the time of approval is on the length of the construction period itself.

Trustee Steimel said that he liked the comments about Jamm Rd., he thought that made more sense to him that they should just do a little bit of maintenance work, while they already have equipment out there. Otherwise, part of the cost is getting their equipment into the area, and that is an added cost. He wasn’t sure if the $10,000 covered it, and didn’t think that OHM has really looked to say they could do that required work for $10,000. He preferred that they do the roadwork and make the slight maintenance improvements on Jamm Rd., rather than a donation.

Fire Marshal Williams said that what they can do if that is the direction that the Commission wants to go on, obviously, if they find any situations or anything that hinders their access down that emergency access drive, they can always work hand in hand with Oakland County to get it addressed.

Commissioner Gross asked Fire Marshal Williams what kind of a cost are they talking about for fire suppression in a single-family house? Fire Marshal Williams replied that he wished he could give an exact number for that. He did know, from a state aspect, also from a federal aspect, there were incentives and tax incentives to adding suppression to homes. Commissioner Gross noted that it would be a benefit relative to their insurance. Fire Marshal Williams said that across the state, if the not entire country, everything is moving toward, more life safety features, both in the commercial aspect and the residential aspect. He added that the fire code addresses this situation because one of the biggest things to pay attention to is if something did happen in front of the boulevard entrance, like a car accident, something in regards that would block their access. The whole mindset behind the fire suppression system is that it basically has the ability to either extinguish or to delay the fire growth until the Fire Department can get access to that dwelling unit and be able to extinguish the fire.

Chairman Dunaskiss thought that the fire suppression system would cost approximately $2/foot on a new build.

Vice-Chairman Reynolds understood that it was an added cost to the project, but it is a requirement that they regulate and require it for other developments, and it is their adopted regulation. He knew that they had asked for improvements on Jamm Rd., but he was never under the impression that they are allowing suppression not to occur because of an access improvement that was going to occur.

Chairman Dunaskiss stated that it seemed overall consensus that there is not a whole lot of leeway from this Commission. They could overcome the suppression if they reworked the roads? Fire Marshal Williams replied, yes.

Fire Marshal Williams said that in this past review and in the prior reviews, they have two (2) separate issues. Basically, the Jamm Rd. emergency access drive is to address the situation if the train tracks were to become an issue. That gives them access to the site. Then the boulevard entrance or the one way in one way out of the site is the second issue that they are running in to. If the applicant was able to provide some type of emergency access drive, that came out to another area of the subdivision or another road, that would basically take off the requirement and it would no longer need to have the fire suppression inside homes.

Mr. Thompson said that they have a question of interpretation. He would like to further offer that if they had a recommendation subject to the legal interpretation of the fire code. He was in agreement with everything that the Fire Marshall has indicated, with respect to, the fire suppression, if they only have one means, again, their difference in opinion is that the boulevard
serves as the two means of egress. Maybe, they could deal with that between now and the Board meeting, and see if they can come to a resolution.

Chairman Dunaskiss said they could denial to the Board based on that they come up with the solution.

Mr. Andy Milia development consultant for Mr. Steuer, thought that if this is the only remaining issue, that they would look forward to a recommendation with this particular issue to be studied by the Township Attorney and the applicant’s attorney before it goes to the Board. So rather than deny it, they would look for a recommendation with this being properly interpreted. If it was interpreted that it had to be done, then that would be what the Board would be voting on. If it was interpreted, that it was not a requirement, then the Board could vote one it that way.

Planning & Zoning Director Girling, yes; she felt that the Planning Commission could make a recommendation, and this would be criteria but would have to be worded properly so that the motion going to the Board, they would completely understand what the issue is. What they do depending on the outcome. Is there a recommendation to approve? Would it be to approve with the exception of this? She thought that there is a way to formulate the recommendation that could incorporate this but it has to be clear for the Township Board to understand.

Fire Marshal Williams noted that if that is the direction that the Commission wants to go, he was fine with that. He stated that he can work with the Township Attorney, and provide all the documentation to him, that specifically explains where the code requirements come from and the subsections and the codebook that they fall under.

Planning & Zoning Director Girling asked if the Planner had any thoughts on that? Planner Arroyo stated that it was perfectly reasonable if that is an issue that an applicant is asking that there be some type of clarification that they could make a recommendation subject to that issue being explored in more detail with the Township Attorney prior to the Township Board taking final action. Once the Township Board has it, they will have that recommendation. They are basically trying to make sure everyone is clear what the actual requirements are, and thought that was a reasonable thing to do.

Planning & Zoning Director Girling requested that whichever way that the motion goes, that there were a number of things that the applicant agreed to in relation to comments from the consultants that are not depicted or noted on the plans. She requested that it be part of the motion so that it does get incorporated as within the plans.

Moved by Commissioner Gross, seconded by Trustee Steimel, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2019-06, Silverbell Pointe PUD Final Plan and agreement, located on 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001) for plans date stamped received March 24, 2020: this recommendations to approve is based on the following finds of facts: 1) that the plan is in compliance with the Planned Unit Development concept, like congregating housing units on a building area of approximately 25 acres out of a 74 acres site; preserving the wetlands woodland, and open space to the maximum extent possible; the applicant has reduced the density from an initial application of 50 units to 46 units; the 74 acres approximately 49 acres which includes a four (4) acre park donation, are in a preservation mode; 2) the Planned Unit Development is compatible with adjacent residential properties, it does not have access through any of those adjoining subdivision; 3) the edition of 46 additional residence should not have a negative impact on Joslyn Rd., or the preservation of 49 acres of the site, plus an additional 5.79 acres or 20% of the site is identified as open space provided for the protection of the natural environment; 5) that the plan is in compliance with all
applicable township and county requirements; 6) the Planned Unit Development plan is in compliance with the Township Master Plan; this favorable recommendation is subject to the review and approval of the Planned Unit Development agreements by the Township attorney and to include, a resolution on the fire suppression system and or building entrance, boulevard entrance be resolved prior to the plan being reviewed by the Township Board. Article V, Section 5.7 of the Planned Unit Development agreement include the addition of building materials, which were identified and recommended by the applicant and the petitioner this evening; that a review of the elevations be incorporated to include the Planning Director, and Building Official when plans are submitted for individual buildings; there shall be a submission and approval of a wetland permit.

Discussion on the motion:

Trustee Steimel asked if they wanted to add that they are going to remove that note about making a donation to the Township for Jamm Rd. and instead, the maintenance to be done under Jamm Rd. access and it would be done as part of the project? Also, the developer said that they didn’t need to make a contribution to the Tree Fund for the few remaining trees, they were just going to adjust their landscape plan.

Amended by Commissioner Gross, re-supported by Trustee Steimel that the initial review of Jamm Rd. would be done during the construction of the project and improvements made by the developer. Also, that $10,000 contribution would be to the safety path fund of the Township, and that the landscape is adjusting accordingly.

Planning & Zoning Director Girling stated that the Planner would have to re-review that landscape plan. Planner Arroyo said correct; subject to verification of those new numbers.

Planning & Zoning Director Girling asked if the Planning Commission comfortable with the understanding of the materials and maybe this involves the Planner. Is there an ingredient that could be put in like minimum square footage, something that they can verify when the plan comes in for an individual house on the architecture? Commissioner Gross stated that the applicant in his initial presentation provided some more details in terms of the types of materials, and amount of brick, etc. that would be required, and that has not been incorporated into the current plan PUD agreement. He thought that if they provided that additional information that would be helpful.

Planner Arroyo stated that they had heard some additional details tonight, so if the applicant can make sure those are clarified and provided ahead of time before the Township Board meeting and all that can be in writing. Then they will know what they are dealing with and it should be fine and should clarify some of the questions that have been asked.

Planning & Zoning Director Girling asked on the motion, it stated that the fire suppression boulevard would be resolved prior to being sent to the Board. So, do they want that completely resolved before they send it to the Board? Commissioner Gross replied that was the intent of the motion.

Mr. Milia said that he thought that Trustee Steimel raised a good point when he clarified the Jamm Rd. He wanted to clarify it a little further that the applicant or the developer will make those improvements at the time of the subdivision is built. The subsequent
maintenance would be the responsibility of the Road Commission. Trustee Steimel noted that it was already in the amended motion.

Vice-Chairman Reynolds noted that there were two (2) items that he didn't hear. One item was the clarification that at least 50% should be side garages. The second was to modify to include area "E" as a common space. He wanted to make sure that they addressed all the reviewer's comments. There were some other discussion points that the Fire Marshal had in his letter. Was there a blanket statement to include OHM's comments and Giffels comments being addressed? The applicant said that they didn’t have issues addressing. Commissioner Gross believed that all of those, or most of those, had been incorporated in the motion, or in the plans of the 50% of the garage, he thought that was part of the ordinance. Planner Arroyo said that the plans were inconsistent. Yes; that is an ordinance requirement.

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

B. PC-2019-51, Township Initiated Text Amendment, to Zoning Ordinance #78, Articles 2, 33 & 34.

Chairman Dunaskiss asked if the Planner had any additional comments?

Planner Arroyo replied no. He felt that they had the overview and had quite a bit of discussion. He thought they should open it up for discussion.

Commissioner Walker said he thought it was a concise, well-done amendment. He was wondering what the driving force was behind it? Planner Arroyo replied that it really came out of the general discussions about multiple-family developments. They have these two (2) districts that are both prime for consideration for multiple-family within a mixed-use context. He thought that opening the door for other multiple-family housing types, and clarifying some of the language in the district. It is better positions, developers, to want to use these districts to actually incorporate more of this type of housing into mixed-use projects. He thought that it was some clarification and updates that needed to be made to make it more attractive so that it could actually meet the Township’s goals and also be something that they might get some interests from the development community in using.

Chairman Dunaskiss thought that with the state of affairs in the world, that the multi-family is going to be a hot product for a while and in this corridor as well. Especially with the boulevard and things coming in.

Vice-Chairman Reynolds stated that he didn't have any major comments, and was in favor of all the text amendments brought forth. He thought it will open themselves up to a few more project types, that are actually something that would be desirable in the Township, especially in these corridors. He thought that they have had some good discussion and all their discussion points have been incorporated in these amendments.

Moved by Commissioner Gross, seconded by Commissioner Walker, that the Planning Commission forwards the recommendation to the Township Board to approves and adopt PC-2019-51, Township Initiated Text Amendment to Zoning Ordinance No. 78, Articles 2, 33, and 34, due to the fact that this has had an extensive discussion at a previous meeting with the Planning Commission and it amends the ordinance to correct deficiencies, clarify the ordinance and provide more flexibility in achieving the goals of the Township Master Plan.
The property map has limited geometry information. Generally we use offsets from the track, but if this information can help you, here it is.

<table>
<thead>
<tr>
<th>Description</th>
<th>Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of Curve</td>
<td>Sta. 303+96</td>
</tr>
<tr>
<td>Centerline of Joslyn Road crossing</td>
<td>Sta. 308+28</td>
</tr>
<tr>
<td>End of Curve</td>
<td>Sta. 315+19</td>
</tr>
<tr>
<td>Centerline of Silver Bell Road</td>
<td>Sta. 327+39</td>
</tr>
<tr>
<td>Degree of Curve (Railroad Method)</td>
<td>1° 45'</td>
</tr>
<tr>
<td>Delta Angle</td>
<td>19° 39'</td>
</tr>
</tbody>
</table>

The track itself has spirals, but the right-of-way does not. There are no bearings or distances for the in and out tangents on the map. The map shows the track centered within a 50' wide right-of-way. The right-of-way was granted to the P.O. & P.A. RR by Chas. A. Carpenter, et al, in Oakland County, Book 138, Page 508, dated August 18, 1883. I don’t have a copy of the deed to refer to, but you may find that the land is described as a 50' wide strip of land centered on the centerline of the track.

One other item that I believe was brought up in the past by Jim Gasiecki is the crossing flasher signal located inside the northbound acceleration lane coming out of your entrance. If it is possible, can you end your acceleration lane at the existing stop line for the railroad crossing?

If this hasn’t been brought up before, I would like to know where the two stormwater ponds are discharging (normal and emergency).

If you have any other questions, please feel free to contact me.

Robert Kitchen
Field Engineer - Michigan Division
Pontiac, Michigan
Office: (248) 452-4734
Cell: (312) 805-5133
Fax: (248) 452-4721
Matt, great questions – I didn’t find about the entrance components. This is why we wanted to reach out to you early in the process.

We are still in the preliminary design phase and haven’t worked out those details. I anticipate the grade change will be close to existing, but it could be +/- 2-ft. Are there specific requirements/restrictions that we should meet as part our design as we move forward?

John B. Thompson, PE

PEA
(P) 248.689.9090 Ext 1109 • (M) 586.484.5512

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Also, will there be any signage, fencing, lighting or any other equipment located underneath the lines? If so these will need to be noted on the drawings along with their dimensions and the material that they are made of.

-Matt

John,

Thank you, this will be submitted to our engineers for review this week. One thing I wanted to clarify.
is if the grade change will be an increase or a decrease?

Thanks,

Matthew Rice  
*Real Estate Specialist*  
P: (248)946-3593  
E: mrice02@itctransco.com  
27175 Energy Way  
Novi MI 48377

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**From:** John Thompson <jthompson@peainc.com>  
**Sent:** Monday, March 11, 2019 1:44 PM  
**To:** Rice, Matthew <MRice02@itctransco.com>  
**Cc:** David Steuer <David@steuergroup.com>; Andy Milia (amilia@franklinpropertycorp.com) <amilia@franklinpropertycorp.com>; Ryan Coopersmith <rcoopersmith@franklinpropertycorp.com>  
**Subject:** [EXT] FW: Non-Interference Request Franklin Ridge Homes

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**Caution - External Sender**

Do not open attachments from unknown senders.  
Do not click on links from unknown senders.  
Contact the ITC Helpdesk with any questions or concerns.

Matthew – to follow-up on below, attached find our proposed site plan. The project will consist of developing approximately 54 single-family home sites on 75-acres.

- Existing easement is 90’ centered on towers  
- Tower numbers are: 9164, 9165, and 9166.  
- Grade change will likely only occur at the site entrance and less than 2’  
- The lines are approximately 65’ away from the proposed houses.
From: David Steuer <David@steuergroup.com>
Sent: Friday, March 8, 2019 9:08 AM
To: John Thompson <jthompson@peainc.com>; Andy Milia <amilia@Franklinpropertycorp.com>; rcoopersmith@franklinpropertycorp.com
Subject: Fwd: Non-Interference Request Franklin Ridge Homes

Begin forwarded message:

From: "Rice, Matthew" < 
Date: March 8, 2019 at 8:53:36 AM EST
To: "david@steuergroup.com" <david@steuergroup.com>
Cc: "jthompson@peainc.com" <jthompson@peainc.com>
Subject: RE: Non-Interference Request Franklin Ridge Homes

Good morning,

I just wanted to check in and make sure that you received my previous email. Also, given that there is a lot going on underneath our conductors, we will need to know if there are going to be any changes to the grade in those locations.

I look forward to working with you on this, please confirm that you have received these requests.

Matthew Rice
Real Estate Specialist
P: (248)946-3593
E: mrice02@itctransco.com
27175 Energy Way
Novi MI 48377
Dear David,

I received your request for approval of building within ITC’s easement. I have just a couple of requests to make the process move along. If you could have the tower numbers represented on the plans as well as the distances from the buildings to our equipment. Lastly, once those have been added can you send me a digital copy of the plans and a short formal statement either via email or a letter, of what the intended use is. I have attached the process that we typically follow for these requests, please reference #3 for the plans.

Please let me know if you have any questions.

Regards,

Matthew Rice
Real Estate Specialist
P: (248)946-3593
E: mrice02@itctransco.com
27175 Energy Way
Novi MI 48377
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Please consider the planet before you print.
April 16, 2020

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

RE: Silverbell Pointe, PC-2019-06
Final PUD Review #2

Received: March 23, 2020 by Orion Township

Dear Mr. Dunaskiss:

We have completed our review of Silverbell Pointe Final PUD plan set. The plans were prepared by PEA, Inc. and were reviewed with respect to the Township’s Zoning Ordinance, No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance, No. 139, and the Township’s Engineering Standards.

EXISTING SITE CONDITIONS:
The site is located east of Joslyn Rd., south of W. Silver Bell Rd. within Sections 28 and 33 of the Charter Township of Orion. The site is zoned Suburban Estates (SE), and bound to the west by CN North America Railroad and Restricted Business (RB) with Single Family Residential (R-1) to the south, and Suburban Estates (SE) to the north and east.

The proposed site is approximately 74 acres with 28 acres of developable uplands. The site is currently heavily wooded with trees and wetlands. The applicant is proposing a single-family community with 46 single family home sites with many of them steeply sloping toward wetlands. A proposed lake access route, for the interior lots, is provided between Lots 12 & 13. Additionally, the site plan includes a four (4) acre park at the northeast corner of Silverbell Rd. and Joslyn to be donated to the Township. The elevations on site range from 1024 at the crest of a hill at the sites southwest side, to 994 in the wetland areas.

WATER MAIN AND SANITARY SEWER:
There is an existing 16-inch water main along the east side of Joslyn Road. The applicant is proposing to extend 8-inch ductile iron inch water main into the site from two locations, looping along Panorama Circle. The northern connection is located between Units 26 and 27. The southern connection is north of the boulevard approach at Joslyn Rd. A gate valve is proposed on all sides of the tee at the southern connection, and on the extension into the site at the northern connection. Gate valve and hydrant spacing throughout the rest of the site appears acceptable. A Landscape Plan has been provided and it appears that several proposed trees will need to be relocated outside the influence of the proposed water main. A 12-foot wide easement is proposed around the water main in areas outside of ROW.

8-inch sanitary sewer is proposed to be extended from existing 18-inch sanitary sewer along the east side of Joslyn Road into the site. It appears that the existing sanitary sewer along Joslyn has adequate depth and capacity to service the site. The Basis of Design was included for the sanitary sewer. The Basis of Design for this site appears to use...
the REU factor of 2.44. As an added safety factor for sanitary capacity, the Township requires the REU factor to be 3.5 for sanitary sewer Basis of Design calculations. The sanitary sewer is shown within an exclusive 20 ft. wide public easement for all locations not within public right-of-way. It appears that MH2 and MH5 encroach on the sanitary easement. Several trees from the landscape plan also appear to encroach on the sanitary sewer easement. A 10-foot minimum horizontal separation is required between sanitary sewer and other utilities where feasible. A sanitary sewer profile was included in the plans. Sanitary sewer material type shall be called out as PVC Truss. Crossing #5 also appears to be deficient in vertical clearance. A minimum vertical clearance of 18 inches is required for any crossing involving water main or sanitary sewer. At engineering, a temporary bulkhead and temporary sump should be added to the profile for sanitary testing purposes.

**STORMWATER MANAGEMENT:**
Currently, the site’s stormwater generally drains toward the wetlands and southeasterly toward Mud Lake. Stormwater in the proposed development will be collected and transported via onsite swales or underground storm pipe network and generally match the existing drainage patterns. A rough drainage district area map has been included for the site. A C-value was provided for the site as a whole, but no calculations were provided to support this C-value, and individual C-values were not included on the rough drainage district map. At engineering please provide a calculation to support the use of the C-values for the detention ponds and forebays.

The proposed system will include two detention basins with forebays. The site is within the Brown Drain drainage district, which restricts stormwater discharges to pre-development rate of 0.1 cfs/acre. Detention calculations were provided in the plan set. There appears to be a discrepancy for the 100-year storage elevation for Detention Pond and Forebay #1. On the structure detail, the 100-year storm elevation is 995.43, but it is listed as 996.86 on the calculation spreadsheet. The detention basin is proposed as a permanently wet basin and must be revised to maintain a minimum of 4-foot depth at all times. It appears the volume provided for detention basin and forebay #2 is slightly less than required and will need to be revised at engineering.

The conveyance profiles were also provided for the storm system. Material type, length, and slope of all storm is provided. Conveyance calculations will be required at engineering for further review. Orifice and restrictor sizes will be reviewed in greater detail at engineering.

**CIRCULATION & PAVING:**
A single boulevard entrance is proposed as the site access point to Joslyn Road. The length of the boulevard extends thru to the first intersection with an opening for the two lots fronting the boulevard. The applicant is proposing private roads which will be subject to the geometric requirements of the Road Commission for Oakland County (RCOC). It appears that throughout the development a 60 ft. wide public right-of-way with 27 ft. wide public streets are proposed with 5 ft wide concrete sidewalks both sides of the street. Road slopes are provided with contours and road profile and appear to be between 1%–6% which is acceptable. An 8-foot-wide safety path is shown along a portion of the site’s frontage along Joslyn, either side of the site’s boulevard entrance. However, according to the Township Master Plan the safety path should be extended north for a connection to the existing Silver Bell Rd pathway. The approach and right-of-way work will be subject to review and approval from RCOC.

Pavement sections were included for the asphalt safety path, the concrete sidewalk, the RCOC approach, and the private roads. There are two conflicting sections provided for the private road section. The full width section using 5” asphalt over 10” aggregate base with edge drain is acceptable. The second section should be removed.

A secondary emergency vehicle route has been provided in the plan set. Should a train be crossing Joslyn Rd, emergency vehicles will be able to gain access to the site by heading north on Jamm Road, left onto Hopefield Dr, right onto Joslyn Rd to the main entrance. Corinth is a private road and shall not be used as an emergency route. A note was included on the Fire Access Route sheet that stated the Developer would provide a donation to the Township for the Jamm Road Improvements. It is our recommendation the township require the Developer to make the required improvements to Jamm Road as part of the site work and also include in the Master Deed a
requirement for the HOA to maintain this section of Jamm Road for emergency access.

**NATURAL FEATURES:**

**WETLANDS:**
Based on the National Wetlands Inventory Maps, there are approximately 49 acres of wetlands on site that are tributary to Mud Lake and Judah Lake within the Brown Drain watershed. The applicant is proposing minor disruption to the wetlands. A draft wetland report was provided but a wetland permit application has not been received to date. The applicant will need to apply for a permit from the EGLE and the Township for the proposed wetland impacts as part of the Final PUD approval.

**WOODLANDS:**
A substantial portion of the site is covered with mature vegetation, which naturally occurs and exists near the site and wetland areas. A tree survey has been provided and appears to include the sum of Landmark Trees removed. Approximately 899 trees are proposed for removal.

**GRADING:**
Existing contours are provided to indicate the on-site slopes within the upland buildable area. Proposed grades are provided via contours, spot grades, and structure rim grades. It appears, the applicant is proposing to generally follow the sites existing drainage patterns. Finished floor and walk-out grades were provided for each unit, along with an anticipated driveway slope. More grading detail will be required at engineering for the safety path and sidewalks. Proposed slopes interior to the site appear to meet the recommended 1° vertical to 4° horizontal abutting the existing the wetland. Side yard slopes between the homes are proposed to be 1:3. Minor disturbances to the twenty-five (25) foot wetland buffer are shown on the site plan and appear acceptable.

**MASTER DEED DOCUMENT REVIEW:**

**MASTER DEED & BY-LAWS:**
Master deed and Bylaw draft documents were provided for our initial review. The documents indicate a majority of site related responsibilities. The document shall include a provision to require that the emergency vehicle access via Jamm Road be maintained by the Homeowners Association (HOA).

**EXHIBIT ‘B’:**
The necessary Exhibit ‘B’ plan sheets were provided. It appears the Exhibit reflects the current site plan. Changes during engineering plan preparation will need to be reflected prior to recording.

We defer further comment on the Master Deed, By-Laws, and Exhibit B documents to the Township Attorney.

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

1. An Orion Twp wetland permit application shall be submitted for review/approval.
2. The proposed 8 ft wide safety path across the Joslyn Road frontage should extend north to connect with the pathway along Silver Bell Road.
3. It is our recommendation that the township require the developer to clear and grade Jamm Road for emergency access rather than accept the monetary donation offered. In addition, we recommend a provision be included in the Master Deed requiring the HOA to maintain this section of Jamm Road.
4. Since Corinth Rd. is a private road, it should be removed from the emergency route.
5. Delete the secondary private road cross section in conflict with the full width section from the plans.
6. The engineering plan, designed in accordance with Zoning Ordinance No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance No. 139, and the Township’s
Engineering Standards shall be submitted to the Township for review and approval prior to construction. A detailed cost estimate for the improvements shall be submitted with the plans signed and sealed by the design engineer.

The applicant should note the Township may require performance bonds, fees, and/or escrows for a preconstruction meeting and necessary inspections. Please feel free to contact us with any questions at (248) 751-3108 or joseph.lehman@ohm-advisors.com.

Sincerely,

**OHM Advisors**

Joe Lehman  
Project Engineer

Mark Landis, P.E.  
Project Manager

cc:  
Chris Barnett, Township Supervisor  
David Goodloe, Building Official  
Jeff Stout, Director of Public Services  
Tammy GIRLING, Director of Planning and Zoning  
Lynn Harrison, Planning and Zoning Coordinator  
Jeff Williams, Township Fire Marshal  
Bill Basigkow, Water and Sewer Superintendent  
Rod Arroyo, Giffels Webster, 28 W. Adams St., Suite 1200, Detroit, MI 48226  
David Steuer, Franklin Ridge Homes, LLC, 30180 Orchard Lake Rd., Ste. 150, Farmington Hills, MI 48334  
John Thompson, PEA, Inc., 2430 Rochester Ct., Ste 100, Troy, MI 48083  
file
1319.24 feet to the north line of "Supervisor's Plat of Lake
Oakland County Records; thence along said north line, N89°
feet; thence the following four courses along the waters ed\nN70°02'23"W, 24.20 feet and S81°31'02"W, 81.02 feet and
t the west line of Lot 12 of said supervisor's plat; thence
t the aforementioned north line of said supervisor's plat; the
feet to a 3/8" iron in a 4" square concrete monument; then\N89°55'57"W, 363.34 feet to the east line of Joslyn Road
Oakland County Records; thence along said east line, 509.11
a radius of 1903.83 feet and a chord that bears N05°17'22"
National Rail Road Right-of-Way (50' wide); thence the four
feet along the arc of a curve to the left having a radius of
N03°05'37"W, 579.69 feet and N08°08'02"W, 1187.11 feet to
said south line, N81°37'17"E, 644.53 feet to the Point of E
Containing 73.419 acres of land, more or less.
| 14 | 12,027 | 34 | 12,061 |
| 15 | 12,670 | 35 | 12,113 |
| 16 | 13,214 | 36 | 11,742 |
| 17 | 13,214 | 37 | 11,372 |
| 18 | 11,648 | 38 | 11,001 |
| 19 | 10,800 | 39 | 10,815 |
| 20 | 10,800 | 40 | 17,832 |

CONSTRUCTION AROUND HOMES RANGING FROM BRICK TO DURABLE MATERIALS.

NATURAL WOODLANDS.

TOPOGRAPHIC MAPS.

WETLAND HABITATS.

SOILS:

18,000 SQ. FT. HOMES.
SEE SHEET C-7.1 FOR CONTINUATION
DETENTION POND AND FOREBAY 1

48" CMP STANDPIPE WITH BAR GATE
RIM ELEV. = 995.58 (SEE BAR GRATE DETAIL THIS SHEET)

BACKFILL WITH WASHED STONE
THEN CHOOSE WITH 6A STONE
ELEV. = 990.50

DIAMETER HOLES AT AROUND STANDPIPE
RELEASE INVERT
HOLES = 993.40
STANDPIPE MUST
LOGGED WITH
IN CONSTRUCTION.

ON BASIN 1 OUTLET CONTROL STRUCTURE DETAIL
NOT TO SCALE

48" CMP STANDPIPE WITH BAR GATE
RIM ELEV. = 995.58 (SEE BAR GRATE DETAIL THIS SHEET)

BACKFILL WITH WASHED STONE
THEN CHOOSE WITH 6A STONE
ELEV. = 990.50

DIAMETER HOLES AT AROUND STANDPIPE
RELEASE INVERT
HOLES = 993.40
STANDPIPE MUST
LOGGED WITH
IN CONSTRUCTION.

FOREBAY #1
Permanent Ponds:
Storage Elev.:
Head over Oven:
Median Surf.:
Area of Orifice:

Pipe Restriction:
Pipe Restriction:
Actual Discharge:

Drain Time:
Standpipe Rating:
Restriction Holes:
Restriction Holes:
Total Number of Restriction Holes:
Total Hole Area:
Hole Diameter:
Hole Spacing:

FOREBAY #1
Permanent Ponds:
Storage Elev.:
Head over Oven:
Median Surf.:
Area of Orifice:

Pipe Restriction:
Pipe Restriction:
Actual Discharge:

Drain Time:
Standpipe Rating:
Restriction Holes:
Restriction Holes:
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GENERAL NOTES:
1. All construction procedures and materials used on the project shall be in accordance with all applicable standards and specifications.
2. No excavation for the installation of the water main is to be attempted within 10 feet of any existing building or structure, or 5 feet of any proposed building or structure.
3. The design engineer shall furnish the contractor with a written statement of the materials to be used and the methods of construction.
4. All excavation and backfill operations shall be in accordance with the approved plans.
5. Three (3) working days before you dig, dial M.I.S.S. (833-4000) to check the location of any underground utilities.
6. Contractor shall notify the GLWA Field Office (833-4000) at least 72 hours before the start of any excavation.
7. All ductile iron pipe and fittings shall be of the same manufacturer.
8. All bolts on all flanged and mechanical joint fittings shall comply with National Standard ANSI/ASME B16.5.
9. BACKFILL NOTE: Under road surfaces, pavement, sidewalks, etc., the trench shall be backfilled with granular material as directed by the Engineer.
10. Tracing wire shall be provided for all water main, fire hydrants, fire hydrant test connections, and pressure test lines.
11. Polywraps shall be placed as required by the Town Engineer.
12. Where water main is located under pavement, the Town Engineer shall determine the location of underground utilities.

TESTING:
1. Pressure testing of watermain including standard fire hydrant testing.
2. Pressure testing of remote FDC's and fire suppressant systems.
3. Prior to chlorinating the water main, the main shall be flushed per AWWA C600-17. The main shall be disinfected per AWWA C600-17.
4. Bacteriological testing shall be conducted per AWWA C600-17 (every 24 hours).

NOTE: PUMPER NOZZLE TO FACE STREET

THREADS SHALL CONFORM TO LOCAL FIRE DEPARTMENT STANDARDS

ALL DRAIN HOLES SHALL BE PLUGGED

AN ADAPTOR, INC. GATE VALVE

EXTENSION FOR VALVE

WHEN MORE THAN 5' DEEP

6" EJW SERIES A VALVE

OR 6" EJW RW VALVE
To: Planning Commission/Planning & Zoning Director  
From: Jeff Williams, Fire Marshal  
Re: PC-2019-06 Silverbell Point Final PUD 2nd submittal  
Date: 4/15/2020  

The Orion Township Fire Department has completed its review of Application PC-2019-06 for the limited purpose of compliance with Charter Township of Orion Ordinance’s, Michigan Building Code, and all applicable Fire Codes.

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

Approved  
X Approved with Requirements (See below)  
Not approved

Requirements:

1. Per International Fire Code D107.1 any one or two-family residential developments where the number of dwelling units exceeds 30 shall be provided with two separate fire apparatus access roads. The International Fire Code also allows for an exception to this code requirement when all dwelling units are equipped with approved automatic sprinkler system in accordance with NFPA 13, 13R or 13D. Due to the proposed project only having one fire apparatus access point all structures on the site will be required to have a fire suppression system installed and maintained for the life of the structure. This requirement shall be noted in the Master Deed and Bylaws for the development.

2. The plan set states that the developer is proposing to provide the funding for the road improvements of the required access drive on Jamm Road. The Planning Commission shall note the following:

   a. The fire department will require this emergency access be updated before the proposed site receives its residential occupancy and be maintained to meet IFC 503.2.1 which requires a 20’ unobstructed path, a 13’6” vertical clearance of any and all obstructions and requires the road to be designed and maintained to support the imposed loads of fire apparatus.

   b. Even though the funding is being proposed the road will still need to be annually maintained and snow plowed during the winter months. The Fire Department would require that these road maintenance responsibilities be added to the Master Deed and the bylaws of the proposed development. This will ensure that access is never hindered in the event of an emergency.

3. Fire department access roads 20 to 26 feet wide shall be posted with NO PARKING FIRE LANE signage on both sides of the fire apparatus access road (D103.6.1). Fire department access roads greater than 26 feet shall only require posting on one side of the road way.
This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at time of building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and township ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams
Jeff Williams, Fire Marshal
Orion Township Fire Department
Dear Planning Commissioners:

We have completed a review of the application, PUD site plan, and landscape plan referenced above and a summary of our findings is below. Items in **bold** require specific action. Items in *italics* can be addressed administratively.
SUMMARY OF FINDINGS

Concept and Eligibility Plan (Timeline Newest to Oldest)

The Concept Plan was approved by the Township Board on June 17, 2019, with specific reference to the plan set date stamped April 26, 2019, subject to following the five PUD criteria and the removal of four proposed lots along Silverbell Road. At the June 5, 2019, regular Planning Commission meeting, no recommendation was forwarded to the Township Board for the concept and eligibility plan as no majority vote could be reached by the Planning Commission. As part of the discussion of the motion, the following issues were discussed as needing further consideration by the applicant:

1. Discussion items and Engineer’s suggestion
2. True future wetland preservation (phragmite treatment) through the agreement (PUD)

As there was no recommendation by the Planning Commission. The plans considered at the June 5 meeting appear to be the plan set date stamped April 26, 2019, and generally include a development consisting of 50 single-family detached site condominium units with public streets on approximately 28 developable acres of a site consisting of a total of 73.4 acres. Variable density credit considerations indicated on the cover sheet are: 20% open space provided, enhanced surface water quality and ground water quality, and 53 acres of the property to be preserved. At this meeting, the following concerns were stated in the minutes:

June Concerns
- **Upland.** Concentrating development on the upland portions of the site was favorable.
- **Density.** The desired density increase versus what would be permitted with underlying zoning.
- **Wetland.** The true benefit of proposed wetland preservation versus non-PUD development.
- **Emergency access.** Providing access to Jamm Road in case the rail line becomes active.
- **Benefits.** Proposing community benefits that reach beyond the site along Silverbell Road.
- **Natural features.** The purpose of reducing lots below 50 as it relates to development clustering.

Revisions to the above April plan set indicated on the July plan set are generally as follows:

1. Total number of lots reduced from 50 to 46 (lots 47 through 50 eliminated)
2. 4-acre donation to township indicated in northwest corner of site resulting from eliminated lots
3. Total wetland fill reduced from 0.65 acres to 0.52 acres
4. Total open space reduced from 6.02 acres to 5.79 acres via reduced Areas A and B
5. Wetland fill limit note added to sheet PUD-3.1 in southwest corner of site
6. Second conceptual grading and utility plan sheet and the second conceptual landscape plan have been eliminated (north undeveloped portion of site)
7. Required and provided individual lot street trees reduced from 111 to 103
8. Woodland trees to be removed increased from 865 (34 landmark) to 1,251 (42 landmark). Total trees required for replacement decreased from 1,557 to 1,114 resulting from eliminated lots.

At the March 2019 regular Planning Commission meeting, issues discussed included the specific deficiencies of the density plan, density flexibility allowed by the Master Plan, density bonuses, the lack of indication of the Mudd Lake high water mark, lack of information on the parallel plan, wetland fill, true benefits resulting from the PUD, minimizing tree removal, and use of a wetland consultant.
At the March 2018 joint meeting, the proposed concept was discussed as including a 54-home community on 74 acres with significant wetland, woodland, and upland areas. Single-family homes would be on 80-foot wide lots with two-stories and walkouts ranging in size from 2,700 to 3,300 sq. ft. Flexibility provided by the building envelopes would offer the opportunity for some side entry garages. Proposed access for the main development area included one boulevard access drive from Joslyn Road just south of where the railroad crosses Joslyn Road, avoiding having to cross the railroad within the development. At this meeting there was a tally of 15 people against the project. The following concerns and comments were stated:

**March 2018 Comments/Concerns**

- **Natural features.** Concerns with the impact to the ecosystem, phragmites, wetland preservation and delineation, and coordination of public improvements with wetland approval agencies.
- **Flooding.** Stormwater and flooding controls planned for the development with the potential for lots to lose up to 15 feet during events.
- **Lot lines.** Desire to exclude lot lines from preservation areas in favor of common open space.
- **Emergency access.** Maintaining existing routes in case of emergency or railroad activation.
- **Safety paths.** Discussion of safety paths along Joslyn or Silverbell and potential wetland impacts.
- **Tree removal.** Discussion of species to be removed and plans for replacing with trees on-site or paying into the tree fund.
- **Development details.** Discussion of the lack of a traffic study, permitted and requested total number of lots, side yard setback variations, and the desire for combined waste disposal.

**Proposed Final PUD Project Summary**

The applicant is proposing a one-phase, single-family development consisting of 46 single-family detached site condominium units with private streets constructed to public standards on approximately 28 developable acres of a site consisting of a total of 73.4 acres. Variable density credit considerations indicated on the cover sheet again are: 20% open space provided (5% beyond required), enhanced surface water quality and ground water quality, and 49 acres of the property to be preserved. Proposed access includes one boulevard access drive from Joslyn Road. Along the Joslyn Road/Railroad frontage the applicant is proposing a second detention basin to the south of the access drive, a 27-foot right-of-way dedication, and an 8-foot wide asphalt path along the Joslyn Road frontage ending at the railroad.

**Safety Paths**

The site’s Joslyn Road frontage ends just north of the proposed access drive where the railway crosses from the west side of the road to the east side of the road, the railway then runs along the west boundary of the PUD site north to Silverbell Road. Due to the railway, a narrow, triangular parcel (off-site) to the west contains the majority of the Joslyn Road frontage in this area.

The OHM review letter states that the safety path should be extended to the north to connect to the existing safety path along the south side of Silverbell Road. This extension of the proposed safety path, potentially outside of the Joslyn Road right-of-way through the west side of the PUD site, should be considered by the Planning Commission with additional input from the Township Engineer and applicant. It is unclear if developing the path along the east side of the railway would be feasible and would be instead of a path along Joslyn Road. The Township Safety Path Map indicates a jog in the Joslyn Road path from the east side of the road to the west side of the road near the proposed PUD access drive, which may indicate that the safety path was planned to cross Joslyn Road to the west in order to connect to Silverbell Road.
Summary Continued
Along the west boundary of the site for the south half of this frontage is Open Space Area A consisting of approximately 1.33 acres along the rear of lots 26 through 30, the east side of the railway, and a proposed 100-year detention basin. The north half of this frontage is Open Space D consisting of 1.19 acres of upland area, woodlands, and open water extending to the railway. Along the Silverbell Road frontage the applicant is proposing a 4-acre donation to the township on the southeast corner of the intersection of the railway and Silverbell Road. This donation area was one of the proposal revisions that occurred during the concept plan. A 60-foot private roadway, named Panorama Circle, has been proposed to circle the south portion of the site to be developed. The roadway would consist of sidewalks along both sides of the street connected to the proposed asphalt path along Joslyn Road.

Existing Conditions

1. **Zoning.** The site is 73.4 acres and is zoned SE (Suburban Estates). A PUD may be applied for within any zoning district and permits the following types of uses: single-family detached, attached residential, commercial, industrial, and mixed-use projects. Only single-family detached units have been proposed with this PUD. The granting of a PUD application shall require a rezoning by way of an amendment to the Zoning Ordinance upon the recommendation of the Planning Commission and approval by the Township Board.

2. **Existing site.** The site currently contains four parcels with significant wetland, woodland, and upland areas. The open water area known as Mud Lake is in the southeast portion of the site and is runs through the site and adjacent sites, including to the west of the railway and north of Silverbell Road.

3. **Adjacent zoning & land uses.**

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Final Plan:
Following receipt of Planning Commission comments on the Concept Plan, and action by the Township Board, the applicant shall submit a Final Plan and supporting materials conforming to Section 30.03 G.6. A Final Plan and application for a PUD shall contain the following information:

4. **Natural features to be entirely preserved, modified or disturbed, and to be destroyed.** The general impacts related to grading, woodlands, and wetlands were conceptually approved as preservation of natural features stated by the applicant were previously cited as a primary recognizable benefit of the PUD. The following are items that should be addressed at this time:
   a. **Topography.** We defer to the Township Engineer’s review letter for consideration of grading, stormwater, and other impacts to topography.
b. **Woodlands.** The Tree Replacement note on the Landscape Plan states that the applicant is proposing to contribute to the Tree Fund instead of installing the total amount of required replacement trees. The Tree Fund is administered by the Township Board. A corresponding memo, including details on landscaping and tree placement, will be provided for discussion by the Planning Commission as it is our understanding that this is the first development proposing a Tree Fund contribution instead of plantings.

c. **Wetlands.** A detailed review of wetland impacts should occur, and township and state permits will be required. At the concept stage, significant concerns were stated with regards to the impact of wetlands with development on the site. Since the April concept approval, the total wetland fill has been reduced from 0.65 acres to 0.52 acres. The applicant has submitted a draft wetland report and we defer to the Township Engineer’s review and wetland permit application for consideration of wetland impacts. Generally, approval of wetland mitigation occurs after land use approval but prior to permitting. *Indication of finalizing the wetland conservation easement and other EGLE requirements may impact the plan set with regards to how open space/common areas are indicated and referenced in submittal documents, this should be monitored with permits.*

5. **Open space.** The open space park in the southeast corner of the interior block, known as Open Space E, is not included within the General Common Element area (hatching) on the preliminary condominium site plan (Exhibit B) and has the appearance of a development lot. The condominium plan set should be updated to match the final plan set exactly for the internal roadway, open spaces, easements, right-of-way, and all other elements, subject to final approval.

Along the south half of the west boundary of the site is Open Space Area A consisting of approximately 1.33 acres along the rear of lots 26 through 30. The north half of the west boundary is Open Space D consisting of 1.76 acres of upland area. Open Space B is 1.23 acres along the south boundary of the site, Open Space C is 1.19 acres of upland area in the southeast corner of the site, and Open Space E is 0.28 acres over two locations within the southeast portion of the development area. The applicant indicates that 5.79 acres or 20% of the site will be maintained as open space. For residential uses a minimum of 15% must be maintained as open space. It is unclear how the applicant is calculating the 20% open space allotment. Section 30.03 B.5. states that wetlands and lakes are not considered as usable open space. However, this section does not state that these areas are permitted to be exempted from the open space requirement calculation. It is unclear if the guaranteed open space table was accepted by the Planning Commission or Township Board at the concept plan stage. The June 17, 2019, Township Board minutes reference an approval of the plan set date stamped April 26, 2019. However, the township reserves the right to again consider the open space requirement as part of final consideration as concept stage approval is a preliminary review of all requirements. CWA Comment a. on page 4 of the March 15, 2019, review letter states the following:

“As the vast majority of preserved space is either wetland or water, it is not “usable”. The applicant provides for 15% of open space at the edges of the development. This percentage is less than required and does not appear to be common usable space. This criteria cannot be met under the current plan.”

*The Planning Commission may wish to again consider, and the applicant should address, whether all open space includes usable active and passive upland spaces and trails, and park-like amenities that may be provided and equally available to all residents. The Planning Commission may determine if a sufficient amount of the open space is usable active and passive spaces consistent with Section 30.03*
B.5. No improvements are apparent for the open space areas, Open Space E is indicated as private lake access but no improvements other than landscaping are indicated.

6. **Layout and typical dimensions.** Proposed lots vary in width and area. Generally, buildings are shifted to one side of the lot to accommodate a side-entry garage and driveway on the opposite side. The site data table states that the side yard setback for side-entry garage lots is “5 Feet Minimum and 30 Feet Total”. The side yard setback for front-entry garage lots is 10 feet on each side for 20 feet total. The site plan indicates all lots with side-entry garages, while a plan note indicates that “at least 50% of garages will be side entry or recessed”. The applicant should address their anticipated mix of side-entry and front-entry garage lots, and how much this could differ from the proposed plan.

   If approved, permitting compliance measures should be taken to track the total percentage of each garage type and to ensure that minimum 20-foot side yard setbacks are maintained as individual lots develop over time should front-entry garage lots not indicated on the current site plan be developed up to 50%, or side-entry garage lots develop differently than proposed at this time.

7. **Building materials.** Section 30.03 G.6.a.17) states that a specification of the exterior building materials with respect to the structures in the project is required as part of a Final PUD Plan application. Specific information including building plans, elevations, and floor plans, have not been submitted for the proposed units as the applicant has stated that the developer intends to sell to a homebuilder. The applicant has added the following note to the site plan:

   “Homes to be a blend of ranch, 1.5-story and colonial homes ranging from 2,000 sq. ft. to 4,000 sq. ft. Building materials shall be a mix of brick, asphalt shingles, plank siding with variety of color palates and durable low-maintenances free materials. At least 50% of garages will be side-entry or recessed.”

   The Planning Commission and/or Township Board should determine if not providing building specifications as part of the Final PUD Plan is acceptable considering what has typically been required for other planned unit developments. It appears that one building elevation and floor plan (Desmond IV) were submitted at the concept stage. It is unclear to what degree building design and materials was considered at that time.

   We have concerns with how general the applicant’s note on anticipated home styles is. A “mix of brick and plank siding” could result in a wide range of material quality and combination, such as brick veneer versus masonry or what plank material would be used. Is this the equivalent of Hardie Plank? Additionally, other potential building materials are not specified, such as vinyl, EIFS, or metal, and additional details on decks, walkways, lighting, trim, windows, and doors are not provided. Given this lack of information, the applicant should provide a range of expected elevation and floor plan drawings for consideration or, if acceptable to the Planning Commission / Township Board, this should be done at later and subject to further action by the approving bodies.

8. **Supporting documents.** Draft PUD agreements, master deeds, bylaws, and exhibits have been submitted for review and approval. Approval of these documents shall be granted by the Building Department, Assessor’s Office, township attorney, planning, and engineering consultants. Planning Commission PUD approval may be subject review and approval of these documents by these departments and consultants. If the Final PUD is approved by the Planning Commission, it should include a condition that all supporting documents be approved by the relevant departments and consultants prior to approval by the Township Board. The applicant should engage the township
attorney for comment on the PUD supporting documents. Supporting documents will be reviewed by planning in coordination with the township attorney’s review.

9. **Construction schedule.** A specific schedule of the intended development and construction details, including phasing or timing, and of the general improvements to constitute a part of the development, including without limitation, lighting, signage, the mechanisms designed to reduce noise, utilities, and visual screening features is required. Additionally, Section 30.03 H.2. states that construction shall be commenced within one year following the date of Final Plan approval and shall proceed substantially in conformance with the schedule set forth by the applicant. Article 5.1 of the draft PUD Agreement states that the “construction of the project shall commence within one year for the date of this Agreement”. **A construction schedule has not been submitted. A revised agreement should be submitted that includes a construction schedule, specifically for site improvements, and indicating what construction will begin within one year of the date of Final Plan approval as required by the Zoning Ordinance.**

10. **Deviations.** A deviation table was added to the last concept plan date stamped July 1, 2019, that was submitted after the June 5 Planning Commission meeting and is again provided on the Final Site Plan unchanged. **It appears that the proposed deviations were accepted by the Township Board as part of the Concept Plan approval as no record was found that setbacks or other standards listed in the deviation table were found to be unacceptable and required to be revised at Final PUD consideration.**

**CONCLUSION**

It is recommended that the Final PUD submittal package be revised to address the comments in this review prior to approval by the Planning Commission and/or Township Board. There may be additional comments to those in this review as a result of revised plans being submitted.

Respectfully,
Giffels Webster

Rod Arroyo, AICP
Partner

Eric Fazzini, CNU-A
Senior Planner

www.GiffelsWebster.com
DATE:    April 24, 2020  
TO:      Orion Township Planning Commission  
FROM:    Rod Arroyo & Eric Fazzini, Giffels Webster  
SUBJECT: Silverbell Pointe PUD – Tree & Woodlands Protection ZO Requirements

From page 5 of PUD Final Review Letter:

Final Plan:
Following receipt of Planning Commission comments on the Concept Plan, and action by the Township Board, the applicant shall submit a Final Plan and supporting materials conforming to Section 30.03 G.6. A Final Plan and application for a PUD shall contain the following information:

4. **Natural features to be entirely preserved, modified or disturbed, and to be destroyed.** The general impacts related to grading, woodlands, and wetlands were conceptually approved as preservation of natural features stated by the applicant were previously cited as a primary recognizable benefit of the PUD. The following are items that should be addressed at this time:

   b. **Woodlands.** The Tree Replacement note on the Landscape Plan states that the applicant is proposing to contribute to the Tree Fund instead of installing the total amount of required replacement trees. The Tree Fund is administered by the Township Board. It is **our understanding that this is the first development proposing a Tree Fund contribution instead of plantings.** Below is a summary of requirements for discussion as part of the Final PUD and Tree Fund contribution request.

<table>
<thead>
<tr>
<th>Section 27.12 – Tree and Woodlands Protection</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Tree Removal Permit Required.</td>
<td></td>
</tr>
<tr>
<td>2. Plat or Site Plan Approval. A subdivision plat and/or a site condominium or site plan shall not be approved by the Township until it has been reviewed and approved based upon the requirements for a Tree Removal Permit.</td>
<td>--</td>
</tr>
<tr>
<td>3. Site Development Standards. In addition to other requirements of this Section, compliance with the following standards is required in all developments:</td>
<td>--</td>
</tr>
<tr>
<td>a. Structures. The applicant shall designate the location of all proposed structures or building sites and the area around them to be disturbed. Such designation shall be made with the objective of preserving protected trees, and the Planning Commission or Building Official, as the case may be, shall have discretion to require reasonable adjustments in this regard during the approval process. The proposed Tree Preservation Plan and corresponding Grading Plan indicate an area of disturbance that impacts the majority of the upland portions of the site, with trees to be preserved only at the southwest edge, northeast edge, and the small undeveloped upland area. The applicant should address if the proposed area of disturbance could be reduced in relation to the boundaries of building sites/envelopes in order to preserve additional trees at the edges of the development area or within the development area as grading allows per d. below. The Planning Commission may require reasonable adjustments to the proposed area of disturbance.</td>
<td>Not provided</td>
</tr>
<tr>
<td>b. Building Sites. For each building site in a development, the applicant shall designate the “building envelope,” which shall be the area enclosed or to be enclosed by the exterior walls of the proposed structure on the property, plus a reasonable area beyond such walls up to fifteen</td>
<td></td>
</tr>
</tbody>
</table>
(15) feet, so long as the building or structure is not in any required setback. With the objective of preserving trees, and also allowing reasonable development, the fifteen (15) feet beyond each wall may be re-allocated so that the total distance on both sides of the exterior walls is thirty (30) feet (e.g., ten (10) feet on one side and twenty (20) feet on the other). The same treatment shall be authorized for areas beyond the front and back walls.

c. Activities Within Building Envelope. A Tree Removal Permit shall not be required for construction of structures or improvements or other activities within a building envelope.

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

e. Minimum Preservation Requirement. For parcels five (5) acres or greater, the applicant shall preserve and leave standing and undamaged a minimum of eighty percent (80%) of the total number of protected trees on the lot having a d.b.h. of four (4) inches or greater. However, trees contained within the designated building envelope, streets, drives, and parking areas, or within required drainage or utility improvement areas and/or driveway and sidewalk areas, as determined by the Building Official or designee, shall not be included in the calculation for determining the required minimum preservation percentage.

The applicant should address the percentage of protected trees located outside of the development area/building envelopes to be preserved. This includes any new trees to be preserved subject to any reduced area of disturbance and building envelopes provided per C.3.b. above.

E. Application for Tree Removal Permit.

4. Other Developments. For other developments, including site plans, site condominiums or subdivisions, the permit applicant shall provide ten (10) copies of a plan containing the same information required for one (1) single-family building site, and the following additional information:

   a. Plan. A topographical survey sealed by a registered engineer or registered surveyor shall be shown on the plat.

   b. Tree Survey. A tree survey prepared by a State of Michigan registered forester, arborist, or landscape architect for all areas for which a Tree Removal Permit is required.

   c. For larger sites over ten (10) acres in size containing more than one hundred (100) regulated trees, the Planning Commission may waive the detailed tree inventory requirements where it can be demonstrated that the proposed development will not impact woodland areas.

F. Application Review Procedure.

4. Tree Removal Permit. Whenever an application for a Tree Removal Permit is granted, the reviewing authority shall:

   a. Conditions. Attach to the granting of the permit any reasonable conditions considered necessary by the reviewing authority to ensure the intent of this Ordinance will be fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas, including, without any limitation, the trees to be preserved.

   b. Completion of Operations. Fix a reasonable time, up to a maximum of eighteen (18) months, to complete tree removal, transplanting, and replacement operations, ensuring that plantings occur at correct times of the year. Such time may be extended, upon written request submitted thirty (30) days before expiration of the original permit, by the body or entity that approved the original permit.

   c. Security. Require the permit grantee to file with the Township a cash or irrevocable bank letter of credit in an amount reasonably determined necessary by the Township to ensure compliance with the Tree Removal Permit conditions and this Ordinance in regard to transplanting and replacement of trees; provided, however, that security shall only be required if the developer is to perform the transplanting and/or replacement after six (6) months following grant of a permit.
or to perform the transplanting and/or replacement after issuance of a Certificate of Occupancy. The security requirement may also be waived at the direction of the Planning Commission or Building Official. (amended 08.15.16)

d. Term of Permit. A tree removal permit issued under this paragraph shall be null and void if commencement of work permitted under the permit has not been commenced within a reasonable time, not to exceed twelve (12) months. In addition, a permit shall be void after the expiration of eighteen (18) months from the date of issuance. A six (6) month extension may be granted upon written request to the body or entity that approved the original permit. The request must be received forty-five (45) days before expiration of the original permit.

<table>
<thead>
<tr>
<th>G. Application Review Standards.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following standards shall govern the granting or denial of an application for Tree Removal Permit:</td>
</tr>
<tr>
<td>1. Limitation. Removal or transplanting of protected trees shall be subject to the Minimum Preservation Requirement set forth in Paragraph C (3), above, for site development, and removal or transplanting of protected trees shall otherwise be limited to instances where:</td>
</tr>
<tr>
<td>a. Necessary for Construction. Removal or transplanting is necessary for the construction of a building, structure, or other site improvement, and the permit applicant has shown there is no feasible and prudent location alternative on site for improvement; or</td>
</tr>
<tr>
<td>b. Disease, Damage, Etc. The tree(s) is demonstrated to the Township Building Official to be diseased, damaged, or in danger of falling; be located too close to existing or proposed buildings or structures; interfere with existing utility service or drainage; create unsafe vision clearance; or be in violation of other ordinances or regulations.</td>
</tr>
<tr>
<td>2. Minimum Preservation Requirements. Unless otherwise exempt from the regulations of this Ordinance, all sites shall maintain a minimum preservation as required in Subsection (C)(3)(e), above.</td>
</tr>
<tr>
<td>3. Preservation and Conservation. Tree preservation and conservation shall be of paramount concern and importance; provided, however, that an application shall not be denied solely because of the presence of trees on the site.</td>
</tr>
<tr>
<td>4. Developmental Alternatives. Preservation and conservation of wooded areas, trees, woody vegetation, wildlife, and related natural resources and processes shall have priority over development when there are feasible and prudent location alternatives on site for proposed buildings, structures, or other site improvements.</td>
</tr>
<tr>
<td>5. Diversity of Species. A diversity of tree species shall be maintained where feasible.</td>
</tr>
<tr>
<td>6. Clear-Cutting. Where the proposed activity consists of land clearing, or clear-cutting, it shall be limited to areas to be improved for roadways, sidewalks, drainage, and utilities and areas necessary for the construction of buildings, structures, or other site improvements as shown on an approved site plan, site condominium or subdivision plat. Clear-cutting of more than twenty percent (20%) of a site (excluding areas essential for development such as roads, drainage utilities, buildings etc.) shall be prohibited.</td>
</tr>
<tr>
<td>7. Relocation or Replacement. The proposed activity shall include necessary provisions for tree relocation or replacement, in accordance with Paragraph H, and tree protection, in accordance with Paragraph I.</td>
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</table>

<table>
<thead>
<tr>
<th>H. Tree Relocation or Replacement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Requirement Established. For each protected tree required to be preserved under the terms and standards set forth above, and which is permitted to be removed by permit granted under this Section, the applicant shall replace or relocate trees according to the replacement tree requirements set forth below.</td>
</tr>
<tr>
<td>2. Replacement Tree Requirements.</td>
</tr>
<tr>
<td>a. Replacement trees shall have shade potential and/or other characteristics comparable to the removed trees, shall be State Department of Agriculture Nursery Grade No. 1 or better, and must be approved by the Township prior to planting. Replacement trees must be staked, fertilized, and mulched, and watered, and shall be guaranteed by the applicant for two (2) years. An agreement</td>
</tr>
</tbody>
</table>

See C.3.a. above

See C.3.a. above

Concept PUD Approved

See Landscape Plan
<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>Trees usable for replacement trees may be transplanted on site using appropriate and accepted procedures and precautions.</td>
<td>995&quot; d.b.h. required for replacement</td>
</tr>
<tr>
<td>c.</td>
<td>For deciduous trees, replacement shall be on a one-for-one basis. For example, for each tree removed, a replacement tree shall be planted. All replacement trees shall have a d.b.h. of at least two (2) inches. All evergreen replacement trees shall be at least six (6) feet tall.</td>
<td>Met</td>
</tr>
<tr>
<td>d.</td>
<td>One (1) landmark tree shall be replaced at a rate of one (1) inch of replacement tree for each d.b.h. inch of landmark tree removed.</td>
<td>See Tree Fund at end</td>
</tr>
<tr>
<td>e.</td>
<td>Trees listed in Section 27.05 (E) shall not be permitted as replacement trees.</td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>The Planning Commission shall be authorized to waive a portion or all of the tree replacement requirements when site factors, tree conditions, or development requirements preclude reasonable actions to conform with this Section, and the applicant proposes a contribution to the Tree Fund, created in Paragraph M, below, in an amount reasonably related to the cost of the tree replacement being waived.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Replacement Tree Location.</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Township Approval Required. The Township shall approve tree relocation or replacement locations. To the extent feasible and desirable, trees shall be relocated or replaced on site and within the same general area as trees removed, provided that survival shall not be jeopardized by improvements or activities.</td>
<td>See Landscape Plan</td>
</tr>
<tr>
<td>b.</td>
<td>Relocation or Replacement Off-Site. Where it is not feasible and desirable to relocate or replace trees on site, as determined by the Township decision-maker under this Section, relocation or replacement may be made at another location in the Township, approved as part of the permit. This shall not preclude reasonable actions to conform with this Section or contributions to the Tree Fund, created in Paragraph M, below, in an amount reasonably related to the cost of the tree replacement being waived.</td>
<td>Not proposed</td>
</tr>
<tr>
<td>I.</td>
<td>Tree Protection During Construction.</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Placing Materials Near Tree. No person may conduct any activity within the drip line of any protected tree designated to remain, including, but not limited to, placing solvents, building material, construction equipment, or soil deposits within the drip line.</td>
<td>Required during construction</td>
</tr>
<tr>
<td>2.</td>
<td>Attachments to Trees. During construction, no person shall attach any device to any remaining protected tree except for the protection of a tree in accordance with forestry procedures.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Protective Barrier. Before development, land-clearing, filling, or any land alteration for which a Tree Removal Permit is required, the applicant shall erect and maintain suitable barriers to protect remaining trees. Protective barriers shall remain in place until the Township authorizes their removal or issues a final Certificate of Occupancy, whichever occurs first. Wood, metal or other substantial material shall be utilized in the construction of barriers. Barriers are required for all trees designated to remain, except in the following cases:</td>
<td>Required prior-to construction</td>
</tr>
<tr>
<td>a.</td>
<td>Rights-of-Way and Easements. Street right-of-way and utility easements may be cordoned by placing stakes a minimum of fifty (50) feet apart and tying ribbon, plastic tape, rope, etc., from stake to stake along the outside perimeters of areas to be cleared.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Large, Separate Areas. Large property areas separate from the construction or land clearing area, onto which no equipment will travel or be stored, may also be cordoned off as described in Subparagraph (a) above.</td>
<td></td>
</tr>
<tr>
<td>K.</td>
<td>Historic or Landmark Trees.</td>
<td>34 Landmark Trees proposed to be replaced</td>
</tr>
<tr>
<td>A nomination for designation shall be brought up for consideration by the Planning Commission.</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>A permit shall be required to remove any landmark or historic tree. Any historic tree shall be replaced on a 1-to-1 caliper inch basis. For example, a 48&quot; landmark tree shall be replaced by 24 two-inch trees. This replacement requirement may be waived if, in the opinion of the Planning Commission and after review by the Township's consultant, the health/condition of the tree is such that it should not be counted.</td>
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</tbody>
</table>

M. Tree Fund.
1. A Tree Fund is hereby created as the depository for all monies proposed to be paid by applicants in lieu of tree replacement or relocation, as provided in this Section.

2. The Township Board shall administer the Tree Fund, with the objective of pursuing the planting of trees within the Township. In the administration of the Tree Fund, the Township Board shall, if reasonably feasible, attempt to purchase and install trees within a reasonable proximity of the development in connection with which funds have been paid to the Tree Fund.

The Landscape Calculations table on Landscape Plan sheet L-1.0 states that the remainder of 809 required replacement trees shall be accounted for by the applicant paying into the Tree Fund. Per H.3.b. above, the applicant should propose “an amount reasonably related to the cost of the tree replacement being waived” for consideration by the Planning Commission and Township Board for consideration of purchasing and installing trees within a reasonable proximity of the development. The required Tree Fund contribution should also be provided within the PUD Agreement.
Dear Tammy,

After review, Public Services has no further concerns or issues with this project.

If you have any questions, please contact me.

Respectfully Submitted,

Jeffery T. Stout  
Director  
Department of Public Services
APPLICATION FOR A PLANNED UNIT DEVELOPMENT

Case Number PC- 2019-06

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

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

Date 1/30/19 Project Name Silverbell Pointe

Applicants Name Franklin Ridge Homes, LLC.

Applicants Address 30180 Orchard Lake Rd. Ste 150

City Farmington Hills State MI Zip Code 48334

Phone# 248-790-4481 Fax # E-Mail david@steuergroup.com

Property Owner Name Same as above

Property Owner Address

Phone# Fax # E-Mail

Name of Firm/Individual who Prepared the plan PEA/John Thompson

Address 2430 Rochester Ct., Ste 100 Troy, MI 48083

Phone# 248-699-9090 Fax # E-Mail jthompson@peainc.com

*Please Indicate Above The Contact Person For The Proposed Project*
Property Description:
Location or Address of the Property: East of Joslyn, South of Silverbell

Side of Street: East
Nearest Cross Streets: Joslyn & Silverbell

Sidwell Number(s): 09-33-001-001
Total Acreage: 74

09-58-317-001, 09-58-451-001

Subdivision Name (if applicable): __________

Frontage (in feet): 2,383 ±
Depth (in feet): 800' - 1,800' ±

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

Zoning Classification:
Subject Property: SE - Suburban Estates

Adjacent Properties:
North: SE South: R-1 Single Family Residential (14,000 sf)

East: SE West: R-2 Single Family Residential (10,000 sf)

Comprehensive Statement of Intent:
Give a Detailed Description of the Proposed Development (Refer to Section 30.13 (A) of the Orion Township Zoning Ordinance) Please Indicate the Number and Size of the Buildings or Units Being Proposed: see attached
Eligibility Standards for PUD Eligibility Approval:
Refer to Section 30.03 (B) of the Orion Township Zoning Ordinance. Please fill out the attachment.

See attached

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

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

[Signature]

Date 1/30/19

****Please Attach The Street Name Approval Form To The Application****
**Section 30.03 (C): Project Design Standards**

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

<table>
<thead>
<tr>
<th>Regulations:</th>
<th>SR</th>
<th>PUD Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size</td>
<td>30,000 sf</td>
<td>10,800 sf</td>
</tr>
<tr>
<td>Lot Width</td>
<td>120' min</td>
<td></td>
</tr>
<tr>
<td>Lot Coverage</td>
<td>20' max</td>
<td></td>
</tr>
<tr>
<td>Min. Floor Area</td>
<td>1,500 sf</td>
<td></td>
</tr>
<tr>
<td>Front Setback</td>
<td>40'</td>
<td></td>
</tr>
<tr>
<td>Side Setback</td>
<td>20' each</td>
<td></td>
</tr>
<tr>
<td>Rear Setback</td>
<td>40'</td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>2 story, 20' max</td>
<td>30' max</td>
</tr>
<tr>
<td>Parking</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Loading</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Fencing</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Landscaping</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Setback For Side Yard Entry Garage</td>
<td>30'</td>
<td>30'</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Does the project have adequate:

- Perimeter setback and berming? Yes, lake or wetlands buffer
- Thoroughfare design? Yes, boulevard entrance with looped road
- Drainage design? Yes, storm water management per DCAWC & Twp
- Utility design? Yes, water main and sanitary sewer available
- underground utilities? Yes, space provided for franchise utilities
- Insulation of the pedestrian circulation system from vehicular thoroughfares and ways? Yes, walks provided both sides of proposed roads
- Achievement of an integrated development with respect to signage, lighting, landscaping and building materials?

-Noise reduction and visual screening mechanisms (particularly where nonresidential uses adjoin off-site residentially zoned property)? Large buffers are provided

Side Setback: Side entry garage units: 5' min one side | 30' total min both sides
Front entry garage units: 10' min one side | 20' total min both sides
February 19th, 2019

Re: Draft of PUD Submittal for Silverbell Pointe – Orion Township, MI

Comprehensive Statement of Intent:

Franklin Ridge Homes, LLC is proposing to develop the 74.00-acre parcel east of Joslyn Road, south of Silverbell Road and west of Mud Lake into a single-family community named Silverbell Pointe. According to Charter Township of Orion Master Plan, the site’s future zoning allows for up to 3 units per acre. Based on 28 - acres of developable uplands on the site, multiplied by 80% net usable area, the net upland acreage is 22.4 acres and the permissible number of units is 67. Franklin Ridge Homes is only proposing to develop 54 single family home sites, 13 units under the maximum allowable units.

Franklin Ridge Homes is proposing to develop the parcel into 54 single-family home sites. Each home lot will have a minimum width of 80’ with a minimum lot size of 10,800 square feet. The interior home lots will have a depth of 109’ to 135’; a majority of the lots will be 135’ deep. The majority of the waterfront lots will have a depth of approximately 320’. There are proposed to be 21 interior lots and 33 lake and wetland fronting lots. The proposed building envelopes are between 3,000 and 3,600 square feet with two story houses between 2,700 and 3,300 square feet being built. The proposed building envelopes and house size includes room for a deck to fit within the building envelope. A sample elevation of a proposed home along with a floorplan have been included in the submittal for reference.

The current site is heavily wooded with trees and wetlands. For this reason, the developer is clustering the development to the upland areas only. With the home sites being developed on the upland areas only, the home will be at a higher elevation than Mud Lake and the other areas, creating homes with beautiful water views and the opportunity for walk-out lower levels. These homes will be highly desirable given their highly wooded and scenic setting.

The entrance to the community will be located on Joslyn Road, east of the existing but dormant CN railroad tracks. The proposed entrance is a boulevard entrance with upscale signage and landscaping. The entrance to the community will be located in an area where emergency vehicles will have access when driving north on Joslyn Road even if a train is on the tracks.

The community will have one primary, double-loaded road with 50 home-sites located on it. There are four sites proposed for the northwest corner of the property which would be slightly east of the intersection of Silverbell Road and Joslyn Road.

The entire community will be serviced by Orion Township municipal water and sewer, which will be connected from Joslyn Road. The site has been designed with two detention ponds to contain stormwater runoff.
Franklin Ridge Homes is going to great lengths to preserve the wetlands and environmental features of the site, as it is a strong selling Pointe for the community. In order to preserve the wetlands and the views of the open water areas, Franklin Ridge Homes is seeking approval for a site plan with fewer sites than Charter Township of Orion Master Plan allows.
Re: Draft of PUD Submittal for Silverbell Pointe – Orion Township, MI

Eligibility Standards for PUD Eligibility:

Franklin Ridge Homes, LLC is seeking PUD eligibility for its proposed Silverbell Pointe development at Joslyn Road and Silverbell Road.

Based upon Orion Township’s PUD eligibility criteria in section 30.03 (B) of the Master Plan, Silverbell Pointe achieves the following PUD eligibility criteria:

a. Preservation of natural features, specifically, but not limited to, woodlands, specimen trees, open spaces, wetlands and hills.

Franklin Ridge Homes is preserving significant wetland and environmental features of the site. Additionally, the developer is proposing to saving specimen trees on the site, as having a heavily wooded site is a large part of the community’s appeal.

d. Improvements in the aesthetic qualities of the development itself, such as unique site design features, extensive landscaping and safety path/greenway connections.

The proposed boulevard entrance off of Joslyn Road will have upscale signage and landscaping. The appearance of the community from Joslyn Road will be higher-end and extremely appealing. There will be additional common area landscaping throughout the community as well.

Density Impact – PUD eligibility states that the proposed type and density of use shall not result in an unreasonable increase in the need for or impact to public services, facilities, roads and utilities in reaction to the use or uses otherwise permitted by this ordinance.

The proposed development will actually have a smaller impact on the public services, facilities, roads and utilities the Master Plan allows. With 13 fewer homesites than the Orion Township current Master Plan allows, the impact will be significantly less, which is a positive for the community.

Township Master Plan – The proposed development shall be consistent with the intent and spirit of the Township Master Plan and further its implementation.

Silverbell Pointe conforms with the Township Master Plan’s future land use, and furthers the Master Plan’s implementation as the proposed density is in line with the intended future densities.

The Township Master Plan contains some conflicting language as it relates to zoning classifications and densities. Our proposed plan is based on the current Master Plan interpretation of up to 3 units per acre.
In addition to meeting several PUD eligibility criteria as detailed in section 30.03 (B) of the Master Plan, Silverbell Pointe also meets several of the criteria of 30.03 (E) – Optional Provisions for Exemplary Projects. Specifically, Silverbell Pointe should be eligible for a density credit because it meets the following criteria:

a. A high-level of clustered development, where at least twenty percent (20%) of the PUD is common usable open space.

The entire site is 74 acres; however, only 28 acres of it is proposed to be development. The remaining 46 acres is going to be kept as wetlands and wooded areas. The proposed 54 homesites are going to be clustered into the 28 acres of upland in order to preserve a large quantity of open space. In addition, the community is providing 15% open space in the upland areas.

b. Providing perimeter transition in areas or greenbelts around all sides of the development that are at least one hundred (100) feet in depth.

As the community is currently designed, the perimeter trees, wetland and lake provide natural buffers around the entire site that are at least 100 feet in depth and in some areas even greater.

c. The proposed plan is designed to enhance surface water quality and ground water quality.

The storm water management system is designed to provide water quantity and water quality controls to mirror or exceed pre-development conditions of the site.

d. Provisions and design that preserve natural features.

Silverbell Pointe is being developed with the focus of preserving natural features, including the wetlands, wooded areas and views of Mud Lake and the other water features of the site. The preservation of the site’s natural features is a significant selling Pointe of the community.

Silverbell Pointe qualifies for PUD eligibility because it meets criteria (a) and (d) from section 30.03 (B), it creates a less significant density impact than the Township Master Plan allows for, conforms and continues the Township’s Master Plan, and meets criteria (a), (b), (c) and (d) of section 30.03 (E) – Optional Provisions for Exemplary Projects of the Township’s Ordinance.
Re: Draft of PUD Submittal for Silverbell Pointe – Orion Township, MI

Eligibility Standards for PUD Eligibility: Section 30.03 (B)

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

A PUD approval will allow Franklin Ridge Homes to preserve significant wetland and environmental features of the site. Additionally, the developer is going to do as much as possible to save specimen trees on the site, as having a heavily wooded site is a large part of the community’s appeal. The proposed development will actually have a smaller impact on the public services, facilities, roads and utilities the Master Plan allows. With 13 fewer homesites than the Orion Township current Master Plan allows, the impact will be significantly less, which is a positive for the community.

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

Without PUD approval, the site will not be developed, as the number of homes allowed by current zoning makes developing the site cost prohibitive. Without a PUD and a clustering of the lots, the lots would otherwise consume a greater area of the overall site and provide less acreage into the conservation preservation easement area.

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

The proposed development will actually have a smaller impact on the public services, facilities, roads and utilities the Master Plan allows. With 13 fewer homesites than the Orion Township current Master Plan allows, the impact will be significantly less, which is a positive for the community.

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

No, the proposed PUD will NOT place an unreasonable burden upon the subject and/or surrounding land and/or property owners and occupants / or the natural features. With a proposed density of only 54 proposed lots on 74 total acres, the overall density of homes to the entire site is low due to the preservation of the natural features.

5. Will the proposed development be consistent with the intent and spirit of the Master Plan and community?
Yes, Silverbell Pointe conforms with the Township Master Plan's future land use and furthers the Master Plan's implementation as the proposed density is in line with the intended future density requirements of up to 3 units per acre.

6. **Will the proposed PUD result in an unreasonable negative economic impact upon surrounding properties in relation to the economic impact that would occur from a more traditional development?**

No, Silverbell Pointe will not result in an unreasonable negative economic impact upon surrounding properties. The impact that Silverbell Pointe will have on surrounding properties is minimal, and the developer sees no adverse impact from either a traditional development or a PUD approved development. The developer sees this as a benefit to the surrounding properties, as it will increase home values and create a beautiful new subdivision developed with a focus on preserving wetlands and natural features.

7. **Does the proposed PUD contain at least as much usable open space as would be required in the Ordinance for the most dominant use in the development?**

Yes, the proposed PUD does contain at least as much usable open space as would be required in the ordinance for the most dominant use in the development. No open space is required for a by-right development; therefore, without a PUD, the entire site could be developed without any open space or conservation area. The current proposed plan will provide 4.23-acres of open space, exclusive of the 46 acres of natural wetland and lake.

8. **Is the proposed PUD under single ownership or control such that there is a single person or entity having responsibility for completing the project with this Ordinance?**

Yes, the PUD is under single ownership. The owner of the property is Franklin Ridge Homes, LLC. and the single-person with responsibility for Franklin Ridge Homes, LLC is David Steuer. Franklin Ridge Homes, LLC. is an affiliate of David Steuer & Associates, an award-winning developer and builder with more than 30 years of experience in southeastern Michigan.
Desmond IV Floor Plan

Steuer & Associates, Inc. • 30180 Orchard Lake Road, Suite 150 • Farmington Hills, MI 48334
For more information, contact Sales at 248.285.9200 • sales@steuergroup.com

Mid-Level Master/Owner’s Suite (Shaded Area)

Main Level Floor Plan

Master Suite & Upper Level Floor Plan

© Steuer & Associates, Inc. All dimensions are approximate and may vary in construction.
www.myfavhome.com
PROJECT & STREET NAME APPROVAL FORM

To be Completed by the Applicant and Attached to the Subdivision Application:

Date: 3/15/19

Proposed Project Name: Silverbell Pointe

Proposed Street Names:
(please type or print clearly)
Panorama Circle
Scenic Ridge
Vista Pointe
Essence Lane

For Office Use Only:

____ Private

____ Public

Please return to the Zoning / Planning Coordinator by _____________________________

Approved By:

Fire Chief ___________________ Date ___________________

Building Official ___________________ Date ___________________
November 25, 2019

The Charter Township of Orion
Attn: Tammy Girling
2525 Joslyn Road
Lake Orion, MI 48360

RE: R.C.O.C. PRELIMINARY PLAN REVIEW 13P0071
LOCATION: JOSLYN ROAD, ORION TOWNSHIP
PROJECT NAME: SILVERBELL POINTE

Dear Ms. Girling:

At your request, the Road Commission for Oakland County (RCOC) has completed a preliminary review for the above referenced project. Enclosed you will find one set of plans with our comments in red. All comments are for conceptual purpose only and should be incorporated into detailed construction plans. Below you will find a listing of the comments generated by the RCOC review:

A) The RCOC Master ROW Plan indicates a -60 foot wide half width ROW for Waldon Rd. The existing ROW is shown to be 33-foot wide half width. Please contact Mike Smith, Right-of-Way Supervisor, at (248) 645-2000 to discuss dedicating the ROW or establishing a dedicated highway easement.

B) Within the right of way, the pavement cross section should consist of 2 inches of MDOT 5E HMA, over 3 inches of 4E, over 4 inches of 3E, over a suitable 21AA base.

C) Drive approach should include a detail M curb line to provide controlled drainage across the driveway with concrete spillway.

D) Grading and storm sewer should be included as necessary to maintain existing drainage patterns and prevent trapping water in the right of way.

E) Utility poles within 6 feet of proposed back of curb, or within 12 feet of the edge of pavement where gravel shoulder is proposed, shall be relocated. Remove or relocate all fixed objects prior to excavation.

F) Any pedestrian facilities shall be constructed in accordance with current Americans with Disabilities Act (ADA) guidelines.

G) Gravel shoulders shall consist of 8 inches of M.D.O.T. 23A compacted aggregate.

H) Excavations within a 1:1 influence of the roadway will require MDOT Class II backfill compacted to 95% maximum density.

I) Guardrail work must be performed by an MDOT pre-qualified guardrail contractor.

J) Work within the CN Railroad right of way will require a permit from CN.
Once the comments above are addressed, plans should be submitted to this office with completed RCOC permit application(s) Form 64a, signed by the owner (or his agent), three sets of plans (per application, 5 for signal permit) and the appropriate application fee(s).

All future correspondence related to the above referenced project will be sent to the address provided by the applicant. Separate applications will be required for:

a) Drive approach & Road Improvement
b) Utility connections

Upon receipt of the appropriate application packet, RCOC will provide a more detailed review. Please contact this office at (248) 858-4835 if you have any questions, or if we may be of further assistance.

Respectfully,

Scott Sintkowski, P.E.
Permit Engineer
Department of Customer Services

SS/mac

Enclosure
DRAFT, 2020

Mr. David Steuer
Franklin Ridge Homes, LLC
30180 Orchard Lake Road, Suite 150
Farmington Hills, MI 48334

Re: Wetland Evaluation Report for Silverbell Pointe
   West Silverbell & Joslyn Roads SE, Orion Township, Oakland County

Dear Ms. Black:

At your request, we conducted a wetland evaluation on the above referenced site on August 22, 2018 and July 17, 2019. The intent of this report is to provide a description of the location and character of the wetland areas within the Area of Investigation (AOI) as well as an opinion as to the possible jurisdiction of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Orion Township over the identified on-site wetlands.

The methods used to conduct this wetland evaluation are consistent with our understanding of the procedures and general practices used by EGLE and Orion Township. This evaluation included review of in-office information including the on-line EGLE Wetlands Map Viewer, the Natural Resources Conservation Service Web Soil Survey (WSS), and available aerial photography.

The Area of Investigation (AOI) is approximately 74 acres in size.

The EGLE Wetlands Map Viewer Part 303 Final Wetlands Inventory (Figure 1) shows large areas of the AOI identified as wetlands by the National Wetland Inventory (NWI) and Michigan Resource Information System (MIRIS) as well as areas which include wetland soils. It also shows two streams and Mud Lake.

![Figure 1. EGLE Wetlands Map Viewer](image-url)
The WSS (Figure 2) shows the property to consist of moderately well drained Oakville fine sand, 0 to 6 percent slopes (14B); well drained Oakville fine sand, 6 to 18 percent slopes (14C); well drained Spinks loamy sand, 6 to 12 percent slopes (15C); very poorly drained Houghton and Adrian mucks, 0 to 1 percent slopes (27); somewhat poorly drained Tedrow loamy sand, 0 to 3 percent slopes (53A); and Water (W). The area designated as water is Mud Lake. Houghton and Adrian mucks are the hydric (wetland) soils mapped within the AOI. Hydric soils are soils which are formed under extended periods of inundation or saturation during the growing season and typically support wetland habitats in an undrained condition. Hydric soils can also occur in non-hydric soil areas as inclusions which were too small for NRCS to accurately map. The EGLE Wetlands Map Viewer and WSS both show the property to contain upland and wetland soils.

Figure 2. NRCS Web Soil Survey
During our on-site evaluation we identified four wetlands, Wetlands A, B, C and D. The boundaries of the wetlands were marked with alpha numeric labeled pink pin flags and pink surveyor’s ribbon. The wetland flags were subsequently surveyed by PEA, Inc. The enclosed Topographic Survey shows the location of the wetlands.

Of the four wetlands identified within the AOI, only Wetland A is proposed to be impacted by development. The remaining wetlands will be preserved. Wetland A is described below.

Wetland A
Wetland A is a large predominately emergent wetland that is centrally located on the property. Wetland A is more than 35 acres in size. Dominant vegetation identified within Wetland A included rice cut grass (*Leersia oryzoides*), spotted touch-me-not (*Impatiens capensis*), reed canary grass (*Phalaris arundinacea*), common reed (*Phragmites australis*), glossy false buckthorn (*Frangula alnus*), green ash (*Fraxinus pennsylvanica*), and silver maple (*Acer saccharum*). The soil was identified as meeting hydric soil indicators A10 (2 cm Muck), A2 (Histic Epipedon), A3 (Black Histic), and A1 (Histosol). The boundaries of Wetland A were identified using Flags A1 through A215.

Upland Areas
The upland areas on the site consisted of mature forest. Commonly observed species within the upland areas of the site included poison ivy (*Toxicodendron radicans*), Oriental bittersweet (*Celastrus orbiculatus*), green ash, Morrow’s honeysuckle (*Lonicera morrowii*), white oak (*Quercus alba*), red maple (*Acer rubrum*), and black cherry (*Prunus serotina*).

Wetland Determination Data Forms are enclosed for more detailed information on the wetland and upland areas of the site.

Potential EGLE/Orion Township Jurisdiction Discussion
In order for EGLE to have regulatory authority over a wetland under Part 303, Wetlands Protection, of 1994 PA 451, as amended, the wetland must be contiguous, which means that it must be located within 500 feet of, or have a direct surface water connection to, a lake, pond, river or stream. Noncontiguous wetlands greater than 5 acres in size are also regulated by EGLE.

Wetlands A appears to be regulated by EGLE because it is contiguous to Mud Lake and is greater than 5 acres in size.

A permit must be obtained from EGLE prior to conducting most filling, dredging and/or draining activities, or maintaining a use of regulated wetland.

Orion Township administers a local ordinance that regulates certain wetlands located within the township. Wetland A appears to meet the criteria of a regulated wetland under the local ordinance since it is contiguous (is within 500 feet of and has direct surface water connection) to Mud Lake. A permit will likely be required by Orion Township prior to starting any construction activity within Wetland A.

Please be advised the information provided in this report is a professional opinion. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with EGLE, Orion Township, and in some cases, the Federal government.
Therefore, there may be adjustments to boundaries based upon review of a regulatory agency. An agency determination can vary, depending on various factors including, but not limited to, experience of the agency representative making the determination and the season of the year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature/extent of wetlands on the site. Wetland evaluations performed outside the growing season from late-October until late-April may not be consistent with the official EGLE wetland identification program and therefore are subject to increased potential for change than those performed during the growing season.

Thank you for the opportunity to provide this wetland evaluation. If you have any questions, please contact me at your convenience.

Sincerely,

DRAFT

King & MacGregor Environmental, Inc.
James Sallee, Professional Wetland Scientist #2472

Enclosures
WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Silverbell and Joslyn SE  City/County: Orion Township, Oakland  
Applicant/Owner: Franklin Ridge Homes, LLC  State: MI  
Investigator(s): Frances Thompson, James Sallee  Section, Township, Range: Sec.33, T4N, R10E  
Landform (hillside, terrace, etc.): depression  Local relief (concave, convex, none): concave  
Slope (%): 0-1  Lat: 42.72109  Long: -83.28282  
Soil Map Unit Name: Houghton and Adrian mucks  NWI classification: PEM  

Are climatic / hydrologic conditions on the site typical for this time of year?  Yes X  No  
Are Vegetation, Soil, or Hydrology significantly disturbed?  Are “Normal Circumstances” present?  Yes X  No  
Are Vegetation, Soil, or Hydrology naturally problematic?  If needed, explain any answers in Remarks.  

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Present?</th>
<th>Yes X</th>
<th>No</th>
<th>Is the Sampled Area within a Wetland?</th>
<th>Yes X</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes X</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wetland Hydrology Present?</td>
<td>Yes X</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks:  
All three wetland criteria are met. Sampling point is wetland.

VEGETATION – Use scientific names of plants.

<table>
<thead>
<tr>
<th>Tree Stratum</th>
<th>(Plot size: _________)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

= Total Cover

<table>
<thead>
<tr>
<th>Sapling/Shrub Stratum</th>
<th>(Plot size: 15 ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Frangula alnus</td>
<td>60</td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

= Total Cover

<table>
<thead>
<tr>
<th>Herb Stratum</th>
<th>(Plot size: 5 ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Leersia azyoides</td>
<td>60</td>
</tr>
<tr>
<td>2. Boehmeria cylindrica</td>
<td>5</td>
</tr>
<tr>
<td>3. Lycopus americanus</td>
<td>5</td>
</tr>
<tr>
<td>4. Cicuta maculata</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>71</td>
</tr>
</tbody>
</table>

= Total Cover

<table>
<thead>
<tr>
<th>Woody Vine Stratum</th>
<th>(Plot size: _________)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

= Total Cover

Remarks: (Include photo numbers here or on a separate sheet.)

<table>
<thead>
<tr>
<th>Dominance Test worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Dominant Species That Are OBL, FACW, or FAC</td>
</tr>
<tr>
<td>Total Number of Dominant Species Across All Strata</td>
</tr>
<tr>
<td>Percent of Dominant Species That Are OBL, FACW, or FAC</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Prevalence Index worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total % Cover of:</td>
</tr>
<tr>
<td>OBL species</td>
</tr>
<tr>
<td>FACW species</td>
</tr>
<tr>
<td>FAC species</td>
</tr>
<tr>
<td>FACU species</td>
</tr>
<tr>
<td>UPL species</td>
</tr>
<tr>
<td>Column Totals</td>
</tr>
<tr>
<td>Prevalence Index = B/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Indicators:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Rapid Test for Hydrophytic Vegetation</td>
</tr>
<tr>
<td>X 2 - Dominance Test is &gt;50%</td>
</tr>
<tr>
<td>X 3 - Prevalence Index is ≤3.0 ⁴</td>
</tr>
<tr>
<td>4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)</td>
</tr>
<tr>
<td>⁴Problematic Hydrophytic Vegetation ¹ (Explain)</td>
</tr>
</tbody>
</table>

Hydrophytic Vegetation Present?  Yes X  No

Remarks: (Include photo numbers here or on a separate sheet.)
Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Color (moist)</th>
<th>%</th>
<th>Color (moist)</th>
<th>%</th>
<th>Type</th>
<th>Loc</th>
<th>Texture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-8</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Muck</td>
<td></td>
</tr>
<tr>
<td>8-16</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Loamy/Clayey</td>
<td></td>
</tr>
</tbody>
</table>

1Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

Hydrologic Soil Indicators:

<table>
<thead>
<tr>
<th>Description</th>
<th>Indicator Type</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Histosol (A1)</td>
<td>Sandy Gleyed Matrix (S4)</td>
<td></td>
</tr>
<tr>
<td>X Histic Epipedon (A2)</td>
<td>Sandy Redox (S5)</td>
<td></td>
</tr>
<tr>
<td>X Black Histic (A3)</td>
<td>Stripped Matrix (S6)</td>
<td></td>
</tr>
<tr>
<td>Hydrogen Sulfide (A4)</td>
<td>Dark Surface (S7)</td>
<td></td>
</tr>
<tr>
<td>Stratified Layers (A5)</td>
<td>Loamy Mucky Mineral (F1)</td>
<td></td>
</tr>
<tr>
<td>X 2 cm Muck (A10)</td>
<td>Loamy Gleyed Matrix (F2)</td>
<td></td>
</tr>
<tr>
<td>X Depleted Below Dark Surface (A11)</td>
<td>Depleted Matrix (F3)</td>
<td></td>
</tr>
<tr>
<td>X Thick Dark Surface (A12)</td>
<td>Redox Dark Surface (F6)</td>
<td></td>
</tr>
<tr>
<td>X Sandy Mucky Mineral (S1)</td>
<td>Depleted Dark Surface (F7)</td>
<td></td>
</tr>
<tr>
<td>X 5 cm Mucky Peat or Peat (S3)</td>
<td>Redox Depressions (F8)</td>
<td></td>
</tr>
</tbody>
</table>

Indicators for Problematic Hydrologic Soils: (Identify problem indicators that are present or absent)

- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

Restrictive Layer (if observed):

<table>
<thead>
<tr>
<th>Type:</th>
<th>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth (inches):</td>
<td></td>
</tr>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes X No</td>
</tr>
</tbody>
</table>

Remarks: This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydrologic Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

<table>
<thead>
<tr>
<th>Primary Indicators (minimum of one is required; check all that apply)</th>
<th>Secondary Indicators (minimum of two required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Water (A1)</td>
<td>Surface Soil Cracks (B6)</td>
</tr>
<tr>
<td>X High Water Table (A2)</td>
<td>Drainage Patterns (B10)</td>
</tr>
<tr>
<td>X Saturation (A3)</td>
<td>Dry-Season Water Table (C2)</td>
</tr>
<tr>
<td>Water Marks (B1)</td>
<td>Crayfish Burrows (C8)</td>
</tr>
<tr>
<td>X Sediment Deposits (B2)</td>
<td>Saturation Visible on Aerial Imagery (C9)</td>
</tr>
<tr>
<td>Drift Deposits (B3)</td>
<td>Stunted or Stressed Plants (D1)</td>
</tr>
<tr>
<td>Algal Mat or Crust (B4)</td>
<td>Geomorphic Position (D2)</td>
</tr>
<tr>
<td>Iron Deposits (B5)</td>
<td>FAC-Neutral Test (D5)</td>
</tr>
<tr>
<td>Inundation Visible on Aerial Imagery (B7)</td>
<td>Other (Explain in Remarks)</td>
</tr>
<tr>
<td>Sparsely Vegetated Concave Surface (B8)</td>
<td></td>
</tr>
</tbody>
</table>

Field Observations:

| Surface Water Present?         | Yes X No | Depth (inches): 12 | Wetland Hydrology Present? | Yes X No |
| Water Table Present?           | Yes X No | Depth (inches): 10  |                           |          |
| Saturation Present?            | Yes X No |                             |                           |          |
| (includes capillary fringe)    |                                               |                           |          |

Remarks: Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available.
WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Silverbell and Joslyn SE
Applicant/Owner: Franklin Ridge Homes, LLC
Investigator(s): Frances Thompson, James Sallee

City/County: Orion Township, Oakland
Section, Township, Range: Sec.33, T4N, R10E
Landform (hillside, terrace, etc.): depression
Local relief (concave, convex, none): concave

Slope (%): 0-1
Lat: 42.71085
Long: -83.27994
Datum: NAD 83
Soil Map Unit Name: Houghton and Adrian mucks
NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes [X] No ______ (If no, explain in Remarks.)

Are Vegetation ______, Soil ______, or Hydrology ______ significantly disturbed? Are “Normal Circumstances” present? Yes [X] No ______

Are Vegetation ______, Soil ______, or Hydrology ______ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Present?</th>
<th>Yes [X] No ______</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes [X] No ______</td>
</tr>
<tr>
<td>Wetland Hydrology Present?</td>
<td>Yes [X] No ______</td>
</tr>
</tbody>
</table>

Remarks:
All three wetland criteria are met. Sampling point is wetland.

VEGETATION – Use scientific names of plants.

<table>
<thead>
<tr>
<th>Tree Stratum (Plot size: 30 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Acer saccharinum</td>
<td>40</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sapling/Shrub Stratum (Plot size: 15 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fraxinus pennsylvanica</td>
<td>30</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2. Frangula alnus</td>
<td>15</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>3. Acer negundo</td>
<td>10</td>
<td>No</td>
<td>FAC</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Herb Stratum (Plot size: 5 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Phalaris arundinacea</td>
<td>60</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2. Phragmites australis</td>
<td>40</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>3. Boehmeria cylindrica</td>
<td>5</td>
<td>No</td>
<td>OBL</td>
</tr>
<tr>
<td>4. Carex lacustris</td>
<td>5</td>
<td>No</td>
<td>OBL</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>110</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Woody Vine Stratum (Plot size: _______)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dominance Test worksheet:</th>
<th>Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Dominant Species Across All Strata: 5 (B)</td>
<td></td>
</tr>
<tr>
<td>Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prevalence Index worksheet:</th>
<th>Multiply by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total % Cover of:</td>
<td>OBL species 10 x 1 = 10</td>
</tr>
<tr>
<td>FACW species 185 x 2 = 370</td>
<td></td>
</tr>
<tr>
<td>FAC species 10 x 3 = 30</td>
<td></td>
</tr>
<tr>
<td>FACU species 0 x 4 = 0</td>
<td></td>
</tr>
<tr>
<td>UPL species 0 x 5 = 0</td>
<td></td>
</tr>
<tr>
<td>Column Totals: 205 (A)</td>
<td></td>
</tr>
<tr>
<td>Prevalence Index = B/A = 410 (B)</td>
<td></td>
</tr>
</tbody>
</table>

Hydrophytic Vegetation Indicators:

1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
X 3 - Prevalence Index is ≤3.0
X 4 - Morphological Adaptations
X 5 - Problematic Hydrophytic Vegetation

Remarks: (Include photo numbers here or on a separate sheet.)
<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Hydric Soil Indicators:</th>
<th>Indicators for Problematic Hydric Soils:</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15</td>
<td>10YR 2/1</td>
<td>Sandy Gleyed Matrix (S4)</td>
<td></td>
</tr>
<tr>
<td>15-18</td>
<td>10YR 2/1</td>
<td>Sandy Redox (S5)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Histico Eppened (A2)</td>
<td>Stripped Matrix (S6)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Black Histico (A3)</td>
<td>Dark Surface (S7)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hydrogen Sulfide (A4)</td>
<td>Stratified Layers (A5)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X 2 cm Muck (A10)</td>
<td>Depleted Below Dark Surface (A11)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Thick Dark Surface (A12)</td>
<td>Redox Dark Surface (F6)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sandy Mucky Mineral (S1)</td>
<td>Depleted Dark Surface (F7)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 cm Mucky Peat or Peat (S3)</td>
<td>Redox Depressions (F8)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Restrictive Layer (if observed):</th>
<th>Hydric Soil Present?</th>
<th>Yes X No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depth (inches):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Hydric Soil Present? Yes X No

Remarks:
This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

### HYDROLOGY

#### Primary Hydrology Indicators:
- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

#### Secondary Hydrology Indicators:
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)

<table>
<thead>
<tr>
<th>Field Observations:</th>
<th>Wetland Hydrology Present?</th>
<th>Yes X No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Water Present? Yes No X Depth (inches):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Table Present? Yes X No Depth (inches):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturation Present? Yes X No Depth (inches):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(No capillary fringe)

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available.

Remarks:
WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Silverbell and Joslyn SE
City/County: Orion Township, Oakland
Applicant/Owner: Franklin Ridge Homes, LLC
State: MI
Sampling Date: 7/17/19
Investigator(s): Frances Thompson, James Sallee
Section, Township, Range: Sec.33, T4N, R10E
Landform (hillock, terrace, etc.): depression
Local relief (concave, convex, none): concave
Slope (%): 0-1
Lat: 42.71932
Long: 83.28179
Datum: NAD 83
Soil Map Unit Name: Houghton and Adrain mucks
NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation ___, Soil ___, or Hydrology significantly disturbed? Are “Normal Circumstances” present? Yes X No (If needed, explain any answers in Remarks.)
Are Vegetation ___, Soil ___, or Hydrology naturally problematic? Yes X No (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Present?</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Wetland Hydrology Present?</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
</tr>
</tbody>
</table>

Is the Sampled Area within a Wetland? Yes X No

Remarks: All three wetland criteria are met. Sampling point is wetland.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: __30 ft__) | Absolute % Cover | Dominant Species? | Indicator Status | Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)
1. Acer saccharinum | 95 | Yes | FACW | Total Number of Dominant Species Across All Strata: 5 (B)
2. Rhamnus alnifolia | 60 | Yes | OBL |
3. |
4. |
5. |

Total Cover 155

Sapling/Shrub Stratum (Plot size: __15 ft__) | Absolute % Cover | Dominant Species? | Indicator Status |
1. Frangula alnus | 70 | Yes | FACW |
2. |
3. |
4. |
5. |

Total Cover 70

Herb Stratum (Plot size: __5 ft__) | Absolute % Cover | Dominant Species? | Indicator Status |
1. Impatiens capensis | 5 | Yes | FACW |
2. |
3. |
4. |
5. |

Total Cover 5

Woody Vine Stratum (Plot size: __30 ft__) | Absolute % Cover | Dominant Species? | Indicator Status |
1. Vitis riparia | 40 | Yes | FACW |
2. |

Total Cover 40

Remarks: (Include photo numbers here or on a separate sheet.)

Hydrophytic Vegetation Indicators:
1 Rapid Test for Hydrophytic Vegetation
2 Dominance Test is >50%
3 Prevalence Index is ≤3.0
4 Morphological Adaptations (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation (Explain)

Hydrophytic Vegetation Present? Yes X No

Prevalence Index worksheet:

<table>
<thead>
<tr>
<th>Total % Cover of:</th>
<th>Multiply by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OBL species 60</td>
<td>x 1 = 60</td>
</tr>
<tr>
<td>FACW species 210</td>
<td>x 2 = 420</td>
</tr>
<tr>
<td>FAC species 0</td>
<td>x 3 = 0</td>
</tr>
<tr>
<td>FACU species 0</td>
<td>x 4 = 0</td>
</tr>
<tr>
<td>UPL species 0</td>
<td>x 5 = 0</td>
</tr>
</tbody>
</table>

Column Totals: 270 (A) 480 (B)

Prevalence Index = B/A = 1.78
Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Color (moist)</th>
<th>%</th>
<th>Color (moist)</th>
<th>%</th>
<th>Type</th>
<th>Loc</th>
<th>Texture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-17</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Muck</td>
<td></td>
</tr>
</tbody>
</table>

1 Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.
2 Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:
- Histosol (A1) Sandy Gleyed Matrix (S4)
- Hististic Epipedon (A2) Sandy Redox (S5)
- Black Hist (A3) Stripped Matrix (S6)
- Hydrogen Sulfide (A4) Dark Surface (S7)
- Stratified Layers (A5) Loamy Mucky Mineral (F1)
- 2 cm Muck (A10) Loamy Gleyed Matrix (F2)
- Depleted Below Dark Surface (A11) Depleted Matrix (F3)
- Thick Dark Surface (A12) Redox Dark Surface (F6)
- Sandy Mucky Mineral (S1) Depleted Dark Surface (F7)
- 5 cm Mucky Peat or Peat (S3) Redox Depressions (F8)

Restrictive Layer (if observed):

Type: 
Depth (inches): 
Hydric Soil Present? Yes X No

Remarks:
This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

Hydrology

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)
- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

Secondary Indicators (minimum of two required)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Field Observations:

Surface Water Present? Yes X No
Water Table Present? Yes X No
Saturation Present? Yes X No

Depth (inches): 14
Depth (inches): 10

Wetland Hydrology Present? Yes X No

(remains capillary fringe)

Remarks:

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
### WETLAND DETERMINATION DATA FORM – Midwest Region

**Project/Site:** Silverbell and Jodelyn SE  
**City/County:** Orion Township, Oakland  
**Sampling Date:** 7/17/19  
**Applicant/Owner:** Franklin Ridge Homes, LLC  
**State:** MI  
**Sampling Point:** UPL

**Investigator(s):** Frances Thompson, James Sallee  
**Section, Township, Range:** Sec.28, T4N, R10E

**Landform (hillside, terrace, etc.):** hillside  
**Local relief (concave, convex, none):** convex

**Slope (%):** 0-6  
**Lat:** 42.72091  
**Lon:** -83.28278  
**Datum:** NAD 83

**Soil Map Unit Name:** Oakville fine sand  
**NWI classification:** PEM

**Are climatic / hydrologic conditions on the site typical for this time of year?**  
Yes X  
No (If no, explain in Remarks.)

**Are Hydrology or Soil Significantly disturbed?**  
Yes  
No X

**Are Vegetation, Soil, or Hydrology naturally problematic?**  
Yes  
No X

**Remarks:**  
All three wetland criteria are not met. Sampling point is upland.

### VEGETATION – Use scientific names of plants.

<table>
<thead>
<tr>
<th>Tree Stratum (Plot size: 30 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Quercus alba</em></td>
<td>80</td>
<td>Yes</td>
<td>FACU</td>
</tr>
<tr>
<td>2. <em>Acer rubrum</em></td>
<td>40</td>
<td>Yes</td>
<td>FAC</td>
</tr>
<tr>
<td>3. <em>Prunus serotina</em></td>
<td>10</td>
<td>No</td>
<td>FACU</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cover</strong></td>
<td>130</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sacling/Shrub Stratum (Plot size: 15 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Fraxinus pennsylvanica</em></td>
<td>15</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2. <em>Lonicera morrowii</em></td>
<td>10</td>
<td>Yes</td>
<td>FAC</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cover</strong></td>
<td>25</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Herb Stratum (Plot size: 5 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Toxicodendron radicans</em></td>
<td>5</td>
<td>Yes</td>
<td>FAC</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cover</strong></td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Dominance Test worksheet:

- **Number of Dominant Species That Are OBL, FAC, or FAC: 3** (A)
- **Total Number of Dominant Species Across All Strata: 5** (B)
- **Percent of Dominant Species That Are OBL, FAC, or FAC: 60.0%** (A/B)

### Prevalence Index worksheet:

- **Total % Cover of: Multiply by:**
  - OBL species 0  
  - FACW species 15  
  - FAC species 45  
  - FACU species 100  
  - UPL species 0
- **Column Totals: 160** (A)  
- **Prevalence Index = B/A = 565** (B)

### Hydrophytic Vegetation Indicators:

1. Rapid Test for Hydrophytic Vegetation
   - X
2. Dominance Test is >50%
   - 3
   - 4
3. Prevalence Index is ≤3.0
4. Morphological Adaptations (Provide supporting data in Remarks or on a separate sheet)

### Hydrophytic Vegetation Present?

**Yes X No**

**Remarks:** (Include photo numbers here or on a separate sheet.)
**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

| Depth (inches) | Color (moist) | Matrix | Redox Features | Type | Loc 
|---------------|---------------|--------|----------------|------|-------
| 0-12          | 10YR 2/2      | 100    | Loamy/Clayey   |
| 12-16         | 10YR 6/2      | 100    | Loamy/Clayey   |

1Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

**Hydric Soil Indicators:**
- Histosol (A1)
- Histice Eppedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)

**Indicators for Problematic Hydric Soils:**
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Depleted Matrix (F2)
- Depleted Dark Surface (F7)
- Redox Dark Surface (F6)
- Redox Depressions (F8)
- Other (Explain in Remarks)

**Hydric Soil Present?**

**Restrictive Layer (if observed):**
- Type: 
- Depth (inches): 
- Hydric Soil Present? Yes No **X**

**Remarks:**
- This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/internet/FSE/Documents/nrcs142p2_051293.docx)

**HYDROLOGY**

**Wetland Hydrology Indicators:**
- Primary Indicators (minimum of one is required; check all that apply)
- Secondary Indicators (minimum of two required)
- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

**Field Observations:**
- Surface Water Present? Yes No **X**Depth (inches): 
- Water Table Present? Yes No **X**Depth (inches): 
- Saturation Present? Yes No **X**Depth (inches): 
- Wetland Hydrology Present? Yes No **X**

**Remarks:**
- Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:
PLANNED UNIT DEVELOPMENT AGREEMENT

SILVERBELL POINTE

Entered into between:

Charter Township of Orion, a Michigan Municipal Corporation

and

Franklin Ridge Homes, LLC, a Michigan limited liability company

Dated: _______________, 2020
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PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of __________, 2020, by and between the CHARTER TOWNSHIP OF ORION ("Township") a Michigan municipal corporation, with offices located at 2525 Joslyn Road, Orion, Michigan 48360, and Franklin Ridge Homes, LLC, a Michigan limited liability company ("Developer"), with offices located at 30180 Orchard Lake Road, Suite 150, Farmington Hills, Michigan 48334

Project Developer: Franklin Ridge Homes, LLC
30180 Orchard Lake Road, Suite 150
Farmington Hills, Michigan 48334

Project Planner: Carlisle/Wortman Associates, Inc.
117 North First Street, Suite 70
Ann Arbor, Michigan 48104

Project Engineer: PEA, Inc.
2430 Rochester Ct., Suite 100
Troy, Michigan 48083

RECITALS

(a) Developer is the owner of certain real property consisting of approximately 73.4 acres located in the Charter Township of Orion, Oakland County, Michigan, which is more particularly described on Exhibit A attached hereto (the "Property"). Developer desires to develop the Property as a residential condominium project consisting of 46 single-family site condominium units (collectively, the "Project").

(b) The Township determined that the Property qualifies for development as a Planned Unit Development under the Township’s Zoning Ordinance because the Project will: (i) provide for the preservation of open space; (iii) provide recreational area for the use and benefit of the residents of the Project; (iii) will facilitate the construction and maintenance of streets, utilities and public services in an efficient manner; and (iv) increase the Township’s tax base.

(c) By entering into this Agreement, Developer and the Township desire to set forth the parties’ obligations with respect to the Property and the Project and the terms and requirements under which the Property and the Project shall be developed, including any deviations from the requirements of the Charter Township of Orion Zoning Ordinance (the “Zoning Ordinance”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

ARTICLE I

DESCRIPTION OF THE PROJECT

The Project consists of a 46 unit residential site condominium project and covers an area comprising approximately 73.4 acres, of which approximately 5.8 acres will be open space and 45.6 acres which will be preserved wetland area. The site is located generally at the southeast corner of Joslyn Rd. and W. Silver Bell Rd.
ARTICLE II

REQUIREMENTS FOR DEVELOPMENT

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


b. The Planned Unit Development (PUD) Plans for Silverbell Pointe, prepared by PEA, Inc., Job No. 2018-150, a copy of which is attached as Exhibit B ("PUD Plan").

c. This Agreement and any conditions imposed herein.

d. The approved final site plan for the Project

e. The Orion Township Engineering Design Standards

f. Conditions, if any, imposed by the Township Planning Commission and by the Township Board as reflected in the official meeting minutes attached as Exhibit C.

ARTICLE III

USES WITHIN THE PROJECT

3.1 Approved Uses for the Project. 46 single-family residences, with over 5.8 acres of total open space per the PUD Plan, exclusive of preserved wetlands.

3.2 Permitted Setback Deviations. See Section 5.8(a).

3.3 Permitted Density. 1.6 units per acre for the total acreage of the Property.

ARTICLE IV

ADHERENCE TO ORDINANCES

Developer shall comply with the Zoning Ordinance in effect at the time of development, except where modified by this Agreement. Future phases, if applicable, of development shall comply with the Zoning Ordinance in effect at the time of development, except where modified by this Agreement. Developer acknowledges that certain provisions of this Agreement may exceed the requirements of the Zoning Ordinance, and the Township acknowledges that items shown in the PUD Plan may be less than the requirements of the Zoning Ordinance. Developer shall fully comply with all engineering and other local, state and federal codes and regulations in effect at the time of development of the Project, unless superseded or otherwise covered in this Agreement, the PUD Plan or the final site plan for the Project. Permitted uses shall be limited to single family residences and all accessory uses thereof as regulated by Zoning Ordinance.

Notwithstanding the foregoing, to the extent that developing the Property in accordance with this Agreement and the PUD Plan will deviate from the Zoning Ordinance or any other Township ordinance or regulations, this Agreement and the PUD Plan shall control. To the extent this Agreement and PUD Plan are silent on development issues, the Project shall comply with the Zoning Ordinance and other Township ordinances and regulations. All improvements constructed in accordance with this Agreement and the PUD Plan shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the Township. The Project shall not be subject to any additional requirements contained in any
amendments or additions to Township ordinances, laws, rules, regulations or codes adopted subsequent to the date of this Agreement which conflict with the provisions of this Agreement, including the PUD Plan and/or any plans which are approved pursuant to this Agreement.

ARTICLE V

DEVELOPER’S RIGHTS AND OBLIGATIONS

5.1 Right to Develop; Phasing. The Property will be developed in one (1) phase. Construction of the Project shall commence within one (1) year for the date of this Agreement.

5.2 Improvements and Other Obligations.

(a) Wetlands. The wetlands identified on the PUD Plan ("Conservation Easement Area") shall be subject to a conservation easement agreement ("Wetland Conservation Easement Agreement") with the Michigan Department of Environment, Great Lakes and Energy ("EGLE"). The master deed or declaration (defined in Section 6.2 below) shall provide that the Conservation Easement Area shall be preserved and maintained by the Association in its natural undeveloped condition and shall not be altered, modified or developed, including, but not limited to, altering the topography, placement of fill material, dredging, removal, or excavation of any soil or minerals, draining of surface water, constructing or placing of any structure, plowing, tilling, or cultivating, and alteration or removal of vegetation without the prior approval of the Association, EGLE (if required under the Wetland Conservation Easement Agreement), or the Township (if required under Township Ordinances).

(b) Pathway. Developer shall construct the pathway identified on, and in accordance with, the PUD Plan.

(c) Internal Roads in the Project. All roads within the Project shall be private roads. Accordingly, all roads for the Project shall be designed and constructed in accordance with applicable Township engineering design standards and Township Ordinances.

(d) Conveyance of Land to the Township. Prior to scheduling a pre-construction meeting with the Township for the Project, Developer shall convey to the Township the approximately 4 acre portion of the Property identified on the PUD Plan. The Township shall be responsible for obtaining any necessary land divisions and/or amendments to its tax parcel description of the Property in connection with such conveyance.

5.3 Landscape Plans. The Landscape Plan which is part of the PUD Plan identifies the landscaping to be installed within the Project. The final site plans will contain the type and quantity of landscaping that are required by the applicable provisions of the Zoning Ordinance. Changes in the species and locations of plantings shall be approved by the Township Planner if they are consistent with the spirit of the Landscape Plan. The Developer may transfer the responsibility for street tree plantings to the owner or builder of each unit.

5.4 Utilities.

(a) Sanitary Sewer System. Sanitary sewers shall be extended to serve all users in the Project, who must connect to the Township’s sanitary sewer system. Connection to the sanitary sewer system shall require payment of all applicable fees, charges, and assessments. The PUD Plan identifies the sewer lines and related sanitary sewer easements to be dedicated to the Township.
(b) **Water System.** Water service shall be extended to serve all users in the Project, who must connect to the Township’s water system. Connection to the water system shall require payment of all applicable fees, charges, and assessments. The PUD Plan identifies the water lines and related water easements to be dedicated to the Township.

(c) **Easements.** The Developer shall convey to the Township easements necessary for the Township’s access to sewer and water facilities within the Project.

5.5 **Storm Water Detention.** Storm water shall be conveyed by a storm sewer system to 2 storm water detention basins located within the Project. The storm water detention basins and related improvements shall be designed in accordance with all applicable ordinances and engineering regulations and standards.

5.6 **Model Homes and Sales Trailers.** Sales of lots and homes located within the Project may be conducted from one (1) model home for each builder. Each builder will be permitted to install, occupy, and operate from a temporary sales trailer on the Property, provided that there shall be no more than two (2) temporary sales trailers on the Property at one time.

5.7 **Architectural and Site Design Guidelines.** The Project shall be developed in conformance with the following architectural and site design guidelines:

(a) **Minimum Setbacks.** Setback requirements shall be as specified below:

<table>
<thead>
<tr>
<th></th>
<th>One Side</th>
<th>Total</th>
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<tbody>
<tr>
<td>Front Yard</td>
<td>30’</td>
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</tr>
<tr>
<td>Side Yard (Side Load Garage)</td>
<td>5’</td>
<td>30’</td>
</tr>
<tr>
<td>Side Yard (Front Load Garage)</td>
<td>10’</td>
<td>20’</td>
</tr>
<tr>
<td>Rear Yard</td>
<td>35’</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(b) **Style:** Mix of ranch and 1½ story homes.

(c) **Maximum Building Height:** 30’

(d) **Minimum Square Footage:** 2000’

(e) **Exterior Materials.** Exterior building materials will consist primarily of brick, stone, and hardy plank or equivalent siding. Dimensional/asphalt shingles will be used for roofing. The front and side walls of the first story of homes and the side walls of exposed below grade walls of homes will be covered with brick or stone.

(f) **Garages.** At least 50% of all dwellings with attached garages include either side entry garages or recessed garages (meaning that the front of such garage is at least five feet behind the front line of the living portion of the dwelling).

5.8 **Modification to Agreement and/or Plans.** This Agreement may not be modified, replaced, amended, or terminated except as provided in Section 9.1 below. Minor modifications to the approved PUD Plan may be approved by the Township Planner pursuant to Section 5.9.
5.9 **Minor Modifications to Approved PUD Plan.** Minor modifications to approved site plans for the Project, including, but not limited to, minor shifting of roads, which are consistent with the intent of this Agreement may be administratively approved by the Township Planner, which approval shall not be unreasonably withheld. Minor modifications which shall not require an amendment to this Agreement, but shall become a part of this Agreement. For purposes of this Agreement, “minor modifications” shall mean that the administration may consider the following:

(a) Minor reductions in setbacks in connection with the construction of a home and related improvements, such as deck locations.

(b) Change in the location or species of required street trees and other landscape material.

5.10 **Secondary Access Road.** Developer shall pay to the Township the amount of Ten Thousand and 00/100 ($10,000.00) Dollars (the “Access Road Contribution”) as a contribution toward the costs incurred by the Township to provide an additional means of access to the Project, including, without limitation, the costs incurred by the Township to clear/improve Jamm Rd. The Access Road Contribution shall be paid by Developer to the Township as a condition to the scheduling of the pre-construction meeting for the Project.

**ARTICLE VI**

**MAINTENANCE OF OPEN SPACE AND COMMON AREAS**

6.1 **Open Space and Common Facilities.** The owner of the Project shall have the responsibility for maintaining the open space, roads, and storm drainage facilities located therein, except to the extent that the responsibility for the maintenance of any such roads and/or storm drainage facilities has been assigned to and assumed by Oakland County or other governmental agency having jurisdiction. Developer shall have the right to form an association (“Association”) for the purpose of maintaining the Improvements within the Project that are intended for the common use and benefit of owners in the Project. For purposes of this Agreement, “Improvements” shall mean all structures, roads, driveways, sidewalks, paths, parks, open spaces, wetlands and natural features, landscaping, signs, lighting, storm water drainage, and other improvements which are an integral part of the Project and which are not dedicated to the public. The Association shall have the right to establish reasonable rules with respect to the open space areas. Developer shall have the right to assign its maintenance obligations under this Agreement to the Associations; and thereafter, Developer shall have no further responsibility for such maintenance obligations.

6.2 **Association.** The Association shall have the authority to establish and levy assessments for the purpose of performing the Association’s maintenance obligations with respect to the Improvements which constitute common elements located within the Project and for other proper purposes of the Association. The Association’s assessment rights and the owners’ assessment and maintenance obligations will be fully set forth in one (1) or more master deeds and/or declarations, as applicable. The master deed and/or declaration shall contain specific provisions obligating Developer and all future successor owners of the applicable portions of the Property to maintain the Improvements, subject to the right to assign such maintenance obligations to the Association.

**ARTICLE VII**

**TOWNSHIP’S RIGHTS AND OBLIGATIONS**
7.1 **Permits and Authorizations.** The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to bring and/or construct all utilities necessary to service the Property and to otherwise develop and improve the Property in accordance with the PUD Plan, provided the Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits or authorizations submittals, and paid all required fees. Any applications for permits or authorizations from the Township will be processed in the customary manner. The Township shall cooperate with Developer in connection with Developer’s applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the PUD Plan and this Agreement.

**ARTICLE VIII**

**REIMBURSABLE COSTS**

Developer shall reimburse the Township for: (a) All reasonable planning, engineering and any consultant fees incurred in connection with the review and approval of the Project, in accordance with the Township’s Planning Services Fee Schedule; and (b) all reasonable planning, engineering and any consultant fees, along with applicable permit and inspection fees, which may be incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development Documents.

**ARTICLE IX**

**MISCELLANEOUS PROVISIONS**

9.1 **Amendment.** This Agreement may only be modified by written agreement of the Township and the Developer or a successor in title to Developer who assumes Developer’s rights and obligations hereunder (“Developer’s Assignee”). At such time as Developer or Developer’s Assignee no longer owns any portion of the Property, this Agreement may only be amended in writing by the Township and the owners of the Property. For purposes of the foregoing, if a condominium project has been established within the Property, the developer of such condominium project shall be deemed to be the owner of the applicable portion of the Property during the period that such developer owns any unit within such condominium project; and thereafter, the condominium association established to administer the affairs of such condominium project shall be deemed to be the owner of the Property or applicable portion thereof.

9.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9.3 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

9.4 **Successors and Assigns.** The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement. Developer shall record a copy of this Agreement in the Oakland County Register of Deeds, and provide a recorded copy to the Township.

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

9.6 **Partial Invalidity.** Invalidation of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

9.7 **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.

9.8 **Incorporation of Documents.** The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

9.9 **Integration Clause.** This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement.

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

**To Developer**

Franklin Ridge Homes, LLC  
Attention: David Steuer  
Phone: (248) 790-4481  
Email to david@steuergoup.com

**To Orion Township:**

Charter Township of Orion  
Attention  
Phone:  
Fax:  
Email to Township Clerk:

Signatures on following page
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

CHARTER TOWNSHIP OF ORION
a Michigan municipal corporation

__________________________________________
By:                                           
Its: Supervisor                             

__________________________________________
By:                                           
Its: Clerk                                

ACKNOWLEDGEMENT

STATE OF MICHIGAN )
) ss
COUNTY OF OAKLAND )

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

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

(Signatures continued on next page)
Franklin Ridge Homes, LLC,
a Michigan limited liability company

By:
Its:

ACKNOWLEDGEMENT

STATE OF MICHIGAN )
 ) ss
COUNTY OF __________ )

The foregoing Agreement was acknowledged before me by __________, the____________ of
______________ on the __ day of ____________, 2020.

___________________________
Notary Public

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

**Exhibit A:** Property Legal Description

**Exhibit B:** PUD Plan

**Exhibit C:** Final PUD Plan & Planning Commission Minutes
Exhibit A

Property Legal Description

Part of the southeast and southwest ¼ of Section 28, together with part of the northeast and northwest ¼ of Section 33, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan being more particularly described as;

Commencing at the South ¼ corner of said Section 28, thence N 00°54'08"E, 1037.64 feet along the north-south ¼ line of said section to the south line of Silverbell Road (66' wide) and the Point of Beginning; thence along said south line N 81°37'08"E, 336.39 feet; thence S 00°54'11"W, 1087.57 feet to the east-west ¼ line of said section; thence along said line S 89°44'45"E, 999.50 feet; thence S 00°20'21"E, 1319.24 feet to the north line of "Supervisor's Plat of Lakeview Subdivision" as recorded in Liber 53, Page 21, Oakland County Records; thence along said north line, N 89°37'34"W, 293.09 feet; thence N 00°10'08"W, 119.60 feet; thence the following four courses along the waters edge of Mud Lake, S64°19'49"W, 74.39 feet and N70°02'23"W, 24.20 feet and S81°31'02"W, 81.02 feet and N 81°09.09"W, 121.30 feet to the northerly extension of the west line of Lot 12 of said supervisor's plot; thence along said extension, S 00°10'08"E, 100.45 feet to the aforementioned north line of said supervisor's plat; thence along said north line, N 89°37'34"W, 768.31 feet to a 3/8" iron in a 4 inch square concrete monument; thence continuing along said north line, N 89°55'57"W, 363.34 feet to the east line of Joslyn Road (66' wide) as recorded in Liber 36264, Page 120, Oakland County Records; thence along said east line, 490.31 feet along the arc of a curve to the left having a radius of 1903.83 feet and a chord that bears N 05°00'23"W, 488.96 feet to the east line of the Canadian National Rail Road Right-of-Way (50' wide); thence the following three courses along said east line, 453.47 feet along the arc of a curve to the left having a radius of 2841.14 feet and a chord that bears N 02°16'02"W, 452.99 feet and 465.24 feet along the arc of a curve to the left having a radius of 25402.67 feet and a chord that bears N 07°44'51"W, 465.23 feet and N 08°08'02"W, 867.49 feet to the south line of said Joslyn Rood; thence along said south line, N 81°37'17"E, 644.53 feet to the Point of Beginning.

Containing 73.392 acres of land, more or less
Exhibit B

PUD Plan
Exhibit C

Planning Commission and Township Board Meeting Minutes
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: August 17, 2020
Memo Date: August 13, 2020
Subject: Orion Municipal Complex & Future Park Presentation

REQUEST
Receive a presentation from Cunningham Limp and AKA Architects on the Orion Municipal Complex and Future Park project.

REASON
Representatives from Cunningham Limp and AKA Architects made a presentation to the Board at the August 6, 2020 Board Workshop on the new municipal complex. Both groups will be in attendance at the August 17, 2020 to provide another brief presentation, and answer questions.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
<th>Reviewed by Budget Director?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
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</table>

| Expected Invoice Date: Click or tap to enter a date. |

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

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: August 17, 2020
Memo Date: August 13, 2020
Subject: Orion Municipal Complex Bond

☐ Consent  ☒ Pending

REASON
On October 21, 2019, the Township Board adopted a Resolution authorizing 2019 Capital Improvement Bonds as prepared by the Township’s Bond Counsel, Miller Canfield in an amount not to exceed $15,000,000 to pay all or part of the costs of acquiring, constructing, furnishing, and equipping a new Township Hall facility, together with related site improvements, appurtenances, and attachments. The October 21, 2019 Board Memo and Resolution are attached to this memo.

Since that meeting, the Township has been working with Bond Counsel, Miller Canfield, and Financial Advisor, Bendzinski & Company, as the project work has been refined. Attached to this memo is a timeline related to the Bond process.

Both the Township’s Bond Counsel and Financial Advisor will be on hand to answer any questions.

BUDGET
If yes, fill out information below:

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<th>Financial Item?</th>
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<tr>
<td>Project/Grant Tracking?</td>
<td>□</td>
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<td>Reviewed by Budget Director?</td>
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<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
There is no recommended motion, as the Board has already adopted the required Resolution.
Agenda Item Summary

To: Township Board of Trustees
From: Chris Barnett, Supervisor
Meeting Date: October 21, 2019
Memo Date: October 17, 2019
Subject: Resolution – Capital Bonds 2020

REQUEST

Approve the Resolution authorizing 2019 Capital Improvement Bonds.

PROCESS

The Township's Bond Counsel has prepared for the Board's consideration a Resolution authorizing 2019 Capital Improvement Bonds for the construction, furnishing and equipping a new Township Hall facility and all related improvements. The Resolution would authorize an amount not to exceed $15,000,000, however, the specific terms and amount of the bonds will be determined after the total project costs are confirmed and the Township's upfront contribution is decided. At this time, based upon preliminary estimates it is anticipated the total bond amount will be $11,500,000 with a term of 20 years. The Township's Financial Advisors, Bendzinski & Company have included a Cost Estimate and Schedule of Debt Service for an $11,500,000 bond.

It is the recommendation of both our Bond Counsel and Financial Advisor, Miller Canfield and Bendzinski & Company, that the Board adopt the Bond Resolution at this time for the maximum amount of $15,000,000. Doing so will allow the Township and its professional consultants to move forward with the Township's Investment Rating by Standard & Poor's and the preparation of the related bond sale documents. The determination of the bond amount and final terms will be brought back to the Board of Trustees for approval in February or early March, 2020. Thereafter, the actual bond sale and award of bonds is anticipated to occur in late March, 2020, with the proceeds being delivered to the Township on or before April 15, 2020.

Per the terms of the Bond Resolution and the applicable law, all appropriate costs and expenses incurred by the Township prior to the delivery of the bond proceeds may be reimbursed. The Township's General Contractor has indicated that the total cost and expenses prior to the delivery of bond proceeds in mid-April, 2020, will not exceed $500,000. As a result, the Township’s General Contractor and professional consultants are in agreement with the Township's intent to move forward with the construction schedule as prepared by Cunningham Limp.
RECOMMENDATION (Motion)

By roll call, the following Motion is the recommendation of the Township’s professional consultants and Supervisor:

I move to adopt the Resolution authorizing 2019 Capital Improvement Bonds as prepared by the Township's Bond Counsel, Miller Canfield in an amount not to exceed $15,000,000 to pay all or part of the costs of acquiring, constructing, furnishing and equipping a new Township Hall facility, together with all related site improvements, appurtenances and attachments, and authorize the Township Supervisor, Clerk and Treasurer to take all steps necessary related to the issuance of the bonds.
October 13, 2019

Mr. Chris Barnett
Township Supervisor
Charter Township of Orion
2525 Joslyn Rd.
Lake Orion, MI 48360

Re: Charter Township of Orion –2019 Capital Improvement Bonds for Township Hall

Dear Chris:

As we discussed, I have enclosed the Resolution Authorizing 2019 Capital Improvement Bonds (Limited Tax General Obligation) to be considered for approval by Township Board at its meeting on Monday, October 21st. The Bond documents were prepared based upon the bond specifications provided by Bendzinski & Co. Municipal Finance Advisors, the Township’s Financial Advisor.

The Bond Resolution authorizes the issuance of the Bonds in an amount not to exceed $15,000,000 to pay all or part of the costs of acquiring, constructing, furnishing and equipping a new Township Hall Facility, together with all related site improvements, appurtenances and attachments. The Bond Resolution sets forth the terms of the Bonds and provides for a competitive sale of the Bonds. The Resolution contains the form of the Bonds, the form of the Notice of Sale, and all other items required by law. The Bonds are limited tax general obligations of the Township.

The not to exceed amount of the Bond issue was based on a projected cost for the Project with a contingency built in since the Project cost has not yet been confirmed. The actual amount of the Bonds will be based on the construction cost available after the Project costs are confirmed and any available moneys that the Township desires to contribute to the cost of the Project. The actual Bond size can be decreased from the not to exceed amount at or prior to the Bond sale, but could not be increased above that amount.

The Bond Resolution also authorizes the Township Supervisor, Clerk and Treasurer to take all other steps necessary related to the issuance of the Bonds. The Bond Resolution delegates the authority to the Township Supervisor, Clerk and Treasurer to award the Capital Improvement Bonds to the bidder whose bid produces the lowest interest cost to the Township at the time of receipt of the bids. There are various blanks in the Resolution in the form of bond and Notice of Sale that are intended to be in blank, those items will be completed in the final
documents. Once the Bond Resolution is adopted by the Township Board, it will not be necessary to go back to the Board for further approvals related to the Bonds.

My office will make arrangements for the publication of the Official Notice of Sale in *The Bond Buyer* prior to the Bond sale and Bendzinski & Co. will coordinate the Preliminary Official Statement. I would appreciate it if you could send me three certified copies of the enclosed Bond Resolution after its adoption.

I plan on attending the Township Board meeting on October 21st to answer any questions about the Resolution or the Bonds. If you have any questions in the meantime, please call me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: [Signature]

Patrick F. McGow

Enclosure
Cc: (w/ Enclosures)
   Robert J. Bendzinski
   Daniel J. Kelly, Esq.
RESOLUTION AUTHORIZING
2020 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

CHARTER TOWNSHIP OF ORION
County of Oakland, State of Michigan

Minutes of a regular meeting of the Township Board of the Charter Township of Orion, County of Oakland, State of Michigan (the “Township”), held on October 21, 2019, at 7:00 o’clock p.m., Eastern Time.

PRESENT: Members:

__________________________________________

__________________________________________

ABSENT: Members:

__________________________________________

The following preamble and resolution were offered by Member ________________ and supported by Member ________________:

WHEREAS, the Township has previously determined that it is necessary to pay all or part of acquiring, constructing, furnishing and equipping a new Township Hall Facility, together with all related site improvements, appurtenances and attachments (the “Project”); and

WHEREAS, to finance part of the cost of the Project, the Township Board deems it necessary to borrow the principal amount of not to exceed Fifteen Million Dollars ($15,000,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), to pay the cost of the Project; and

WHEREAS, a notice of intent to issue bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the Township unless a proper petition for an election on the question of the issuance of the bonds is filed with the Township Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, the forty-five day referendum period has expired and no sufficient petition was filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the Township designated 2020 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Fifteen Million Dollars ($15,000,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall
consist of bonds in fully-registered form of the denomination of $5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery or such other date as determined by any of the Township Supervisor, Clerk or Treasurer (each an "Authorized Officer") at the time of sale. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at a price not less than 99.5% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Township to conform to market practice in the future. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the "Transfer Agent").

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Authorized Officers are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. **Execution of Bonds.** The Bonds of this issue shall be executed in the name of the Township with the manual or facsimile signatures of the Supervisor and Clerk of the Township and shall have the seal of the Township, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. **Transfer of Bonds.** The Transfer Agent shall keep the books of registration for this issue on behalf of the Township. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Township shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of
redemption shall be given by the Transfer Agent on behalf of the Township. Such notice shall be
dated and shall contain at a minimum the following information: original issue date; maturity
dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial
redemption) the called amounts of each certificate; the place where the Bonds called for
redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof
called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be
required or suggested by regulations or market practice at the applicable time, but no defect in
such further notice nor any failure to give all or any portion of such further notice shall in any
manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed
herein.

4. **Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds.** The Township
hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The
Township shall, each year budget the amount of the debt service coming due in the next fiscal year
on the principal of and interest on the Bonds and shall advance as a first budget obligation from
its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the
Township subject to applicable constitutional and statutory tax rate limitations, such sums as may
be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depositary account with a bank or trust
company designated by the Township Board, to be designated 2020 CAPITAL IMPROVEMENT
BONDS DEBT RETIREMENT FUND (the “Debt Retirement Fund”), the moneys to be deposited
into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of
paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of
and interest on which are guaranteed by the United States, or a combination thereof, the principal
of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay
at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any,
and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the
owners of the Bonds shall have no further rights under this resolution except to receive payment
of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited
in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. **Construction Fund; Proceeds of Bond Sale.** The Treasurer is authorized and
directed to open a separate depositary account with a bank or trust company designated by the
Township Board, to be designated 2020 CAPITAL IMPROVEMENT BONDS CONSTRUCTION FUND (the “Construction Fund”) and deposit into said Construction Fund the
proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt
Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of
the Project and the costs of issuance of the Bonds.

6. **Bond Form.** The Bonds shall be in substantially the following form subject to such
changes as may be determined necessary by Bond Counsel to the Township:
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

CHARTER TOWNSHIP OF ORION
2020 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<table>
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<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Date of Original Issue</th>
<th>CUSIP</th>
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<tbody>
<tr>
<td></td>
<td>April 1, ____</td>
<td>__________, 2020</td>
<td></td>
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</tbody>
</table>

Registered Owner:

Principal Amount: ________________ Dollars

The Charter Township of Orion, County of Oakland, State of Michigan (the “Township”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on October 1, 2020 and semiannually thereafter. Principal of this bond is payable at the designated office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Township kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Township are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of $15,000,000, issued for the purpose of paying the cost of certain capital improvements for the Township. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the Township.

Bonds of this issue maturing in the years 2021 to 2030, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of $5,000 maturing in the year 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the Township, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2030, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the
Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the Township kept by the Transfer Agent by the registered owner of record in person, or by the registered owner’s attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner’s attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Township, and the Township is required, if necessary, to levy ad valorem taxes on all taxable property in the Township for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Township, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent’s Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Charter Township of Orion, by its Township Board, has caused this bond to be signed in the name of the Township by the facsimile signatures of its Supervisor and Township Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CHARTER TOWNSHIP OF ORION
County of Oakland
State of Michigan

By: __________________________

Its: Supervisor

(SEAL)

By: __________________________

Its: Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

THE HUNTINGTON NATIONAL BANK
Grand Rapids, Michigan
Transfer Agent

By: ____________________________
   Authorized Signatory

[Bond printer to insert form of assignment]
7. **Notice of Sale.** The Authorized Officers are each authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:
OFFICIAL NOTICE OF SALE

$15,000,000
CHARTER TOWNSHIP OF ORION
COUNTY OF OAKLAND, STATE OF MICHIGAN
2020 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)
*Subject to adjustment as set forth in this Notice of Sale

SEALED BIDS for the purchase of the above bonds will be received at the office of Bendzinski & Co. Municipal Finance Advisors, 17000 Kercheval, Suite 230, Grosse Pointe, MI 48230, on __________, __________, 2020 until __:___. m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the offices of Bendzinski & Co. Municipal Finance Advisors at (313) 961-8220, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the Section “GOOD FAITH” below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of $5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on October 1, 2020, and semiannually thereafter.

The bonds will mature on the 1st day of October in each of the years, as follows:

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<th>Year</th>
<th>Amount</th>
<th>Year</th>
<th>Amount</th>
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MILLER, CANFIELD, PADDock AND STone, P.L.C.
*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:* The Township reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the Township to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of $5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE:* Should any adjustment to the aggregate principal amount of the bonds be made by the Township, the purchase price of the bonds will be adjusted by the Township proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter’s discount and original issue discount/premium, if any, but will not change the per-bond underwriter’s discount as calculated from the bid and initial reoffering prices.

**INTEREST RATE AND BIDDING DETAILS:** The bonds shall bear interest at rate or rates not exceeding six percent (6.0%) per annum, to be fixed by the bids therefor, expressed in any fraction of 1%. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three percent (3.0%) per annum. No proposal for the purchase of less than all of the bonds or at a price less than 99.5% of their par value will be considered.

**PRIOR REDEMPTION OF BONDS:** Bonds maturing in the years 2021 to 2030 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the Township, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2030, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

**TERM BOND OPTION:** The initial purchaser of the bonds may designate any one or more maturities from April 1, 2021 through the final maturity as term bonds and the consecutive maturities on or after the year 2021 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory
redemption on April 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

**BOOK-ENTRY ONLY:** The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

**TRANSFER AGENT AND REGISTRATION:** Principal shall be payable at the principal corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the Township as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the Township kept by the transfer agent.

**PURPOSE AND SECURITY:** The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the Township. The bonds will be a first budget obligation of the Township, payable from the general funds of the Township including the collection of ad valorem taxes on all taxable property in the Township subject to applicable constitutional and statutory tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

**GOOD FAITH:** A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $150,000 payable to the order of the Treasurer of the Township will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the Township as instructed by the Township not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Township. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

**AWARD OF BONDS:** The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on October 1, 2020 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to the closing date, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true
interest cost to the Township, computed in the manner specified above.

**TAX MATTERS:** In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

**ISSUE PRICE:** The winning bidder shall assist the Township in establishing the issue price of the bonds and shall execute and deliver to the Township at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix __ or Appendix __ of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Township and Bond Counsel.

The Township intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

a. the Township is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

b. all bidders shall have an equal opportunity to bid;

c. the Township anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

d. the Township anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the Township shall so advise the winning bidder. The Township will not require bidders to comply with the “hold-the-offering price rule,” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the Township, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the Township of its intention to apply either the “hold-the-price rule” or the 10% Test at or prior to the time the bonds are awarded.
If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, the following two paragraphs shall apply:

a. The Township shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Township if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and

b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the Township the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the bonds of that maturity or until all bonds of that maturity have been sold.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then following three paragraphs shall apply:

a. The winning bidder, in consultation with the Township, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the Township if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the Township, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.

b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the Township when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the
initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

c. The Township acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Township further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that:

a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and

b. any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.
Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

a. “public” means any person other than an underwriter or a related party,

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the Township (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public);

c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date that the bonds are awarded by the Township to the winning bidder.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Township has not designated the bonds as “Qualified Tax-Exempt Obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the Township by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The Township will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a
certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the
time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o’clock noon,
prevailing Eastern Time, on the 45th day following the date of sale, or the first business day
thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time
thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in
writing, on the undersigned in which event the Township shall promptly return the good faith
deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the
date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on
the bonds, but neither the failure to print such numbers on any bonds nor any error with respect
thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of
and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation
to the printing of CUSIP numbers on the bonds shall be paid for by the Township; provided,
however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the
responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the Township deems to
be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-
12 of the Securities and Exchange Commission, has been prepared and may be obtained from
Bendzinski & Co. Municipal Finance Advisors, financial advisors to the Township, at the address
and telephone listed under REGISTERED MUNICIPAL ADVISOR below. Bendzinski & Co.
Municipal Finance Advisors, will provide the winning bidder with 50 final Official Statements
within 7 business days from the date of sale to permit the purchaser to comply with Securities and
Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied
by Bendzinski & Co. Municipal Finance Advisors, upon request and agreement by the purchaser
to Bendzinski & Co. Municipal Finance Advisors, within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER’S OPTION: If the Bonds qualify for issuance of
any policy of municipal bond insurance or commitment therefor at the option of the
bidder/purchaser, the purchase of any such insurance policy or the issuance of any such
commitment shall be at the option and expense of the purchaser of the Bonds. Any and all
increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid
by the purchaser, except that if the Township has requested and received a rating on the Bonds
from a rating agency, the Township shall pay the fee for the requested rating. Any other rating
agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND
INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE
PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE
PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE TOWNSHIP.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the
Township has agreed to provide or cause to be provided, in accordance with the requirements of
Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth
month after the end of each fiscal year commencing with the fiscal year ended December 31, 2019,
(i) certain annual financial information and operating data, including audited financial statements
for the preceding fiscal year, generally consistent with the information contained or cross-
referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of
certain material events with respect to the bonds and (iii) timely notice of a failure by the Township to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT “IRAN-LINKED BUSINESS” By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISORS: Bendzinski & Co. Municipal Finance Advisors, Detroit, MI (the “Municipal Advisor”) is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Municipal Advisor has been retained by the Township to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor’s duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the Township and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Bendzinski & Co. Municipal Finance Advisors, 17000 Kercheval Place, Suite 230, Grosse Pointe, MI 48230. Telephone (313) 961-8222.

ENVELOPES containing the bids should be plainly marked “Proposal for 2020 Capital Improvement Bonds (Limited Tax General Obligation).”

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Penny Shults
Township Clerk
Charter Township of Orion
8. **Useful Life of Project.** The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. **Tax Covenant; Not Qualified Tax-Exempt Obligations.** The Township shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Township will not designate the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. **Official Statement; Insurance; Ratings.** The Authorized Officers are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Financial Advisor to the Township, the acquisition of such insurance would be of economic benefit to the Township; and to obtain ratings on the Bonds.

11. **Continuing Disclosure.** The Township agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. **Authorization of Other Actions.** The Authorized Officers are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. **Award of Sale of Bonds.** The Authorized Officers are each hereby authorized on behalf of the Township to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the Township computed in accordance with the terms of the Official Notice of Sale as published.

14. **Bond Counsel.** The Township hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel with respect to the Bonds, notwithstanding Miller Canfield's periodic representation in unrelated matters of potential parties to the Bonds.
15. **Financial Advisor.** The Township hereby appoints Bendzinski & Co. Municipal Finance Advisors to act as financial advisor with respect to the Bonds.

16. **Recession.** All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: ____________________________

NAYS: Members: ____________________________

RESOLUTION DECLARED ADOPTED.

____________________________
Penny Shults
Township Clerk
Charter Township of Orion

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Orion, County of Oakland, State of Michigan, at a regular meeting held on October 21, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

____________________________
Penny Shults
Township Clerk
Charter Township of Orion
October 7, 2019

Via E-mail

Mr. Patrick McGow
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226

RE: $15,000,000 Charter Township of Orion, County of Oakland, State of Michigan, Capital Improvement Bonds, Series 2020

Dear Pat,

We are enclosing the following, on the above referenced issue:

1. An Estimate of Costs;
2. A Schedule of Anticipated Revenues, Debt Service Requirements, and Coverage; and

We are requesting that you begin preparing the necessary resolutions, documents, etc. and forward them to the Township, so that they may adopt the same.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors

Stephen N. Hayduke, CPA
Registered Municipal Advisor

RJB/SNH
Enclosures
cc: Chris Barnett, Orion Township Supervisor
$15,000,000*
CHARTER TOWNSHIP OF ORION
COUNTY OF OAKLAND, STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS, SERIES 2020

Dated: Date of Delivery Maximum Interest Rate: 6.00%

2.00% Spread

Principal Due: April 1, Serially Maximum Discount Permitted: 0.50%

Denomination: $5,000 or any integral Multiples: Any
multiple thereof up to the amount of a single maturity

Registration: Book-Entry-Only Qualified Tax Exempt Obligations: No

MATURITIES

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*Preliminary subject to change

REGISTRATION, TRANSFER AND PAYING AGENT: Principal (April 1) shall be payable at Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any change in transfer agent. Interest (April 1 and October 1) shall be paid by check mailed to the owner as shown by the registration books of the Township 15 days prior to any interest payment date. The Bonds will be transferable only upon the registration books of the Township kept by the transfer agent. The first interest payment will be due April 1, 2021.

OPTIONAL BONDS: Bonds maturing in years 2021 to 2030, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 2031 to 2040, inclusive, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township shall determine, on any date on or after April 1, 2030, at par and accrued interest.

17000 Kercheval Ave. • Suite 230 • Grosse Pointe, Michigan 48230
(313) 961-8222 • FAX (313) 961-8220
e-mail • info@bendzinski.com

The information contained herein was derived from sources generally recognized as reliable and does not make any representations as to correctness or completeness and has in no way been altered except to the extent that some information may be summarized, and is in no way intended to be a solicitation for orders.
TERM BOND OPTION: Bidders shall have the option of designating the bonds as serial bonds, or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2021 through 2040, inclusive, represent a serial maturity or a mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule for the years 2021 through 2040, inclusive, shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

PURPOSE AND SECURITY: The Bonds are being issued for the purpose of designing, constructing, and furnishing a new Township Hall.

The bonds will be a first budget obligation of the Township, payable from the general funds of the Township including the collection of ad valorem taxes on all taxable property in the Township subject to applicable constitutional, statutory and charter tax rate limitations.

AWARD OF SALE OF BONDS: Please provide that the Supervisor and Treasurer each have the authority to award the bonds to the bidder whose bid provides the lowest true interest cost to the Township.

LEGALITY: The unqualified approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, will be furnished without expense to the original purchaser of the Bonds.

GOOD FAITH: Please provide that a good faith deposit in the form of a certified or cashier’s check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of 1% of the par value of the Bonds payable to the order of the Treasurer of the Township will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the Township as instructed by the Registered Municipal Advisor prior to Noon, prevailing Eastern Time, on the next business day following the sale.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on April 1, 2017, and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to the date of delivery.

QUALIFIED TAX-EXEMPT OBLIGATIONS: Please provide that the Township will not designate the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986.

CUSIP NUMBERS: Provided that CUSIP identification numbers are printed on the bonds, the purchaser of the bonds agrees to pay the amount printed on the CUSIP invoice for the assignment of such numbers to the CUSIP Service Bureau.

PRINTING AND DELIVERY: The Township will furnish Bonds for delivery through the Depository Trust Company, or any other place mutually agreeable. Delivery of the Bonds shall be within 45 days from the date of sale of the Bonds.

PUBLICATION OF THE NOTICE OF SALE: Please provide in the bond resolution that the Notice of Sale will be published in The Bond Buyer.
OFFICIAL STATEMENTS: Please provide in the Official Notice of Sale that Bendzinski & Co., Municipal Finance Advisors, will provide the winning bidder with 50 final Official Statements within 7 business days from the date of sale to permit the underwriter to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co. upon request and agreement by the underwriter to pay the cost of additional copies. Request for additional copies should be made to Bendzinski & Co. within 24 hours of the date of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds.

CONTINUING DISCLOSURE: Please provide in the Bond Resolution that the Township will enter into a Continuing Disclosure Undertaking with the winning bidder in order to comply with Securities and Exchange Commission Rule 15c2-12 paragraph (b)(5) regarding continuous disclosure.

BIDDING LOCATIONS: Please provide in the Notice of Sale that the bids will be accepted at the offices of Bendzinski & Co., and electronically via fax and by way of Parity.

REGISTERED MUNICIPAL ADVISORS: Please incorporate in the text of the Official Notice of Sale that Bendzinski & Co. Municipal Finance Advisors, Detroit, MI, (the “Municipal Advisor”) is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Municipal Advisor has been retained by the Township to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor’s duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the Township and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Bendzinski & Co. Municipal Finance Advisors, 17000 Kercheval Ave., Suite 230, Grosse Pointe, MI 48230. Telephone (313) 961-8222.

RJB/SNH
10/7/2019
$15,000,000  
CHARTER TOWNSHIP OF ORION  
COUNTY OF OAKLAND, STATE OF MICHIGAN  
CAPITAL IMPROVEMENT BONDS, SERIES 2020  

ESTIMATE OF COST

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<td>Michigan Treasury Fee (.02% of par $1,000 max)</td>
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<td><strong>TOTAL COST OF ISSUANCE</strong></td>
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</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td>$15,000,000</td>
</tr>
</tbody>
</table>

17000 Kercheval Ave. Suite 230, Grosse Pointe, Michigan 48230  
PHONE: (313) 961-8222  FAX: (313) 961-8220  

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$15,000,000
CHARTER TOWNSHIP OF ORION
COUNTY OF OAKLAND, STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS, SERIES 2020

SCHEDULE OF DEBT SERVICE REQUIREMENTS

On a Calendar Year Basis

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Due April 1</th>
<th>Interest Rate</th>
<th>Interest Due April 1</th>
<th>Interest Due October 1</th>
<th>Total Principal &amp; Interest Requirements</th>
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</thead>
<tbody>
<tr>
<td>2020</td>
<td>$</td>
<td>3.000%</td>
<td>$</td>
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<td>$207,500</td>
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<td>$997,100</td>
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<td>$999,100</td>
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<td>2025</td>
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$15,000,000 $2,582,925 $2,565,425 $20,148,350

Assumptions:
Bonds Dated: 04/15/2020
First Interest Payment: 10/01/2020
Number of Days: 166 *
Subsequent Interest Payment: 04/01/2021
Number of Days: 180
First Principal Payment: 04/01/2021
Projected Interest Rate 3.00%

17000 Kercheval Ave. Suite 230, Grosse Pointe, Michigan 48230
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$11,500,000
CHARTER TOWNSHIP OF ORION
COUNTY OF OAKLAND, STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS, SERIES 2020

ESTIMATE OF COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<td>CONSTRUCTION, ENGINEERING, AND CONTINGENCIES</td>
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<td>COST OF ISSUANCE</td>
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<tr>
<td>Bond Counsel</td>
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<td>Registered Municipal Advisor</td>
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<td>Official Statement</td>
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<td>Rating Fees</td>
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<td>MAC Fee</td>
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<td>Bond Discount (Not to Exceed 0.5%)</td>
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<td>Michigan Treasury Fee (.02% of par $1,000 max)</td>
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</table>

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</thead>
<tbody>
<tr>
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<tr>
<td>2029</td>
<td>540,000</td>
<td>3.000%</td>
<td>115,125</td>
<td>107,025</td>
<td>762,150</td>
</tr>
<tr>
<td>2030</td>
<td>560,000</td>
<td>3.000%</td>
<td>107,025</td>
<td>98,625</td>
<td>765,650</td>
</tr>
<tr>
<td>2031</td>
<td>575,000</td>
<td>3.000%</td>
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<td>90,000</td>
<td>763,625</td>
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<tr>
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<td>761,150</td>
</tr>
<tr>
<td>2033</td>
<td>610,000</td>
<td>3.000%</td>
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<td>72,000</td>
<td>763,150</td>
</tr>
<tr>
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<td>62,625</td>
<td>759,625</td>
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<tr>
<td>2035</td>
<td>645,000</td>
<td>3.000%</td>
<td>62,625</td>
<td>52,950</td>
<td>760,575</td>
</tr>
<tr>
<td>2036</td>
<td>665,000</td>
<td>3.000%</td>
<td>52,950</td>
<td>42,975</td>
<td>760,925</td>
</tr>
<tr>
<td>2037</td>
<td>685,000</td>
<td>3.000%</td>
<td>42,975</td>
<td>32,700</td>
<td>760,675</td>
</tr>
<tr>
<td>2038</td>
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<td>3.000%</td>
<td>32,700</td>
<td>22,125</td>
<td>759,825</td>
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<td>11,250</td>
<td>758,375</td>
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<tr>
<td>2040</td>
<td>750,000</td>
<td>3.000%</td>
<td>11,250</td>
<td>-</td>
<td>761,250</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Action Item</th>
<th>Responsible Entity</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>File Qualifying Statement Department of Treasury</td>
<td>TWP</td>
<td>06/04/19</td>
</tr>
<tr>
<td>Adopt Notice of Intent Resolution</td>
<td>TWP/BC</td>
<td>07/15/19</td>
</tr>
<tr>
<td>Publish Notice of Intent</td>
<td>TWP</td>
<td>07/26/19</td>
</tr>
<tr>
<td>Right of Referendum expires</td>
<td>TWP</td>
<td>09/09/19</td>
</tr>
<tr>
<td>Send Bond Specifications</td>
<td>RMA/BC</td>
<td>10/07/19</td>
</tr>
<tr>
<td>Provide Resolutions</td>
<td>BC/TWP</td>
<td>10/17/19</td>
</tr>
<tr>
<td>Adopts Bond Authorizing Resolution</td>
<td>TWP</td>
<td>10/21/19</td>
</tr>
<tr>
<td>Request rating from Standard and Poor's</td>
<td>RMA</td>
<td>02/25/20</td>
</tr>
<tr>
<td>Distribute initial draft of Preliminary Official Statement to working group for review and comment, Request from bond counsel Notice of Sale, Legal Opinion and CDU</td>
<td>TWP/RMA/BC</td>
<td>03/03/20</td>
</tr>
<tr>
<td>Rating Call with Standard and Poor's</td>
<td>TWP/RMA</td>
<td>03/05/20</td>
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<tr>
<td>Due Diligence Call</td>
<td>TWP/RMA/BC</td>
<td>03/06/20</td>
</tr>
<tr>
<td>Receive comments on initial draft of Preliminary Official Statement</td>
<td>TWP/RMA/BC</td>
<td>03/10/20</td>
</tr>
<tr>
<td>Distribute FINAL draft of Preliminary Official Statement to working group for final review comment and sign off</td>
<td>RMA</td>
<td>03/13/20</td>
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<tr>
<td>Receive rating from Standard and Poor’s</td>
<td>TWP/RMA/BC</td>
<td>03/17/20</td>
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<tr>
<td>Receive FINAL comments and/or sign off on FINAL draft of Preliminary Official Statement</td>
<td>TWP/RMA/BC</td>
<td>03/17/20</td>
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<tr>
<td>Print and Distribute Preliminary Official Statement to Underwriters</td>
<td>RMA</td>
<td>03/18/20</td>
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<tr>
<td>Publish Notice of Sale</td>
<td>BC</td>
<td>03/18/20</td>
</tr>
<tr>
<td>Bond Sale</td>
<td>TWP/RMA/BC</td>
<td>03/25/20</td>
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<tr>
<td>Award Bonds</td>
<td>TWP/RMA/BC</td>
<td>03/25/20</td>
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<tr>
<td>Print Final Official Statement and distribute final closing letter.</td>
<td>RMA</td>
<td>04/08/20</td>
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<tr>
<td>Close and Deliver Bonds</td>
<td>TWP/RMA/BC/TA</td>
<td>04/15/20</td>
</tr>
</tbody>
</table>

**Legend**

- TWP: Charter Township of Orion
- RMA: Registered Municipal Advisor - Bendzinski & Co.
- BC: Bond Counsel - Miller Canfield
- TA: Transfer Agent - The Huntington National Bank
<table>
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</tr>
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<td>Publish Notice of Intent</td>
<td>TWP</td>
<td>07/26/19</td>
</tr>
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</tr>
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<td>08/03/20</td>
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<tr>
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<td>TWP/RMA/BC</td>
<td>06/03/20</td>
</tr>
<tr>
<td>group for review and comment, Request from bond counsel Notice of Sale,</td>
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</tr>
<tr>
<td>Legal Opinion and CDU</td>
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<tr>
<td>Rating Call with Standard and Poor’s</td>
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<tr>
<td>Due Diligence Call</td>
<td>TWP/RMA/BC</td>
<td>08/10/20</td>
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<td>08/19/20</td>
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<td>08/19/20</td>
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<td>TWP/RMA/BC</td>
<td>09/01/20</td>
</tr>
<tr>
<td>Award Bonds</td>
<td>TWP/RMA/BC</td>
<td>09/01/20</td>
</tr>
<tr>
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- **BC** Bond Counsel - Miller Canfield
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Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: August 17, 2020
Memo Date: August 13, 2020

Subject: Cunningham Limp Construction Manager Agreement

REQUEST

The request is to approve the AIA Standard Form of Agreement between Orion Township and Cunningham Limp Development Company, the Construction Manager for the Municipal Complex project.

REASON

Please review the attached Attorney Letter and Standard Form AIA Agreement for the development of the approximately 76 acres located at 2323 Joslyn Road, the site for the new Municipal Complex. As noted in the Attorney Letter, the Standard Form AIA Agreement covers the relationship between the “Owner” (“Township”) and “Construction Manager” (“Cunningham-Limp Development Company”), and is similar to AIA Contracts the Township has entered into for prior construction projects.

BUDGET

If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

| Expected Invoice Date: Click or tap to enter a date. |

<table>
<thead>
<tr>
<th>Reviewed by Budget Director?</th>
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</thead>
<tbody>
<tr>
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<table>
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<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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</thead>
</table>

RECOMMENDATION (Motion)

As outlined in the Attorney Letter.
AGREEMENT made as of the 18th day of August in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Orion Township
2525 Joslyn Road
Lake Orion, Michigan 48360

and the Construction Manager:
(Name, legal status and address)

Cunningham-Limp Development Company
28970 Cabot Drive
Suite 100
Novi, Michigan 48377

for the following Project:
(Name and address or location)

Orion Township Hall and Sheriff’s Department Facility
2323 Joslyn Road
Lake Orion, Michigan 48360

The Project shall consist of the development of approximately 76 acres located at 2323 Joslyn Road, Lake Orion, Michigan 48360 for the new approximately 43,675 sq ft Orion Township Hall and the new approximately 8,820 sq ft Oakland County Sheriff’s Department Substation. All Work shall be done in accordance with the Clarifications to the Project Documents (see Exhibit "B") and the Contract Drawings (see Exhibit "C").

The Architect:
(Name, legal status and address)

Auger Klein Aller Architects, Inc.
214 South Broadway
Suite 220
Lake Orion, Michigan 48362

The Owner’s Designated Representative:
(Name, address and other information)

The Township Supervisor or his designee, Jeff Stout.
Charter Township of Orion
2525 Joslyn Road

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
Lake Orion, Michigan 48360

The Construction Manager’s Designated Representative:
(Name, address and other information)

Samuel J. Ashley, Jr.
Vice President
Cunningham-Limp Development Company
28970 Cabot Drive
Suite 100
Novi, Michigan 48377

The Architect’s Designated Representative:
(Name, address and other information)

Stephen Auger, Principal
Auger Klein Aller Architects, Inc.
214 South Broadway
Suite 220
Lake Orion, Michigan 48362

The Owner and Construction Manager agree as follows.
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**EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**

**ARTICLE 1 GENERAL PROVISIONS**

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expedient and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.
ARTICLE 2  CONSTRUCTION MANAGER'S RESPONSIBILITIES
The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager’s Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase
§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation
The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and identify items that could affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction
The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates
§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect’s review and Owner’s approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect’s review and the Owner’s approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders’ interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall
procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager’s Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
  1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
  2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
  3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories and/or systems, allowances, contingency, and the Construction Manager’s Fee;
  4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
  5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager’s exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following
acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the later of (1) the date all government permits and approvals necessary for the construction of the project is procured and received by the Owner or (2) the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal.

§ 2.3.2 Administration
§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.
§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER’S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner
§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 3.2 Owner’s Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 4.1 Compensation
§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager’s Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

This Agreement includes the final Guaranteed Maximum Price in the Guaranteed Maximum Price Amendment. The Guaranteed Maximum Price shall be valid for thirty (30) days from the point of presentation to the Owner. In the Guaranteed Maximum Price Amendment (see attached Exhibit "A"), Construction Manager outlined the Guaranteed Maximum Price, Clarifications to the Project Documents, Contract Drawings, Project Timeline and the Schedule of Values.

In the event Owner and Construction Manager are unable to arrive at a mutually agreeable Guaranteed Maximum Price within thirty (30) days from the point of presentation of the Guaranteed Maximum Price to the Owner, then either party may elect to terminate this Agreement. In the event of termination, Owner agrees to reimburse Construction Manager for all costs incurred through date of termination. Construction Manager agrees that these costs shall not exceed Eighty-Eight Thousand Six Hundred Dollars ($88,600.00).
§ 4.2 Payments
§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below:

(Insert rate of monthly or annual interest agreed upon.)

Prime Rate of Comerica Bank plus 500 basis points per annum.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee shall be four and one fifth percent (4.2%) of the Cost of the Work.

§ 5.1.2 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work
§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time and Contract Sum as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify and memorialize any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

The following labor categories shall be considered direct project costs and shall be charged to the project based on the following rate schedule:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate</th>
<th>Monthly Vehicle Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$120.00</td>
<td>$650.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$98.00</td>
<td>$650.00</td>
</tr>
<tr>
<td>Project Engineer</td>
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<td>$500.00</td>
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<tr>
<td>Superintendent</td>
<td>$85.00</td>
<td>$700.00</td>
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<tr>
<td>Assistant Superintendent</td>
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<td>$650.00</td>
</tr>
<tr>
<td>Preconstruction Services</td>
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<td>$500.00</td>
</tr>
<tr>
<td>Laborer</td>
<td>$37.00</td>
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</tr>
<tr>
<td>Administrative</td>
<td>$31.00</td>
<td>$0.70 per mile</td>
</tr>
</tbody>
</table>

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction  
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items  
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office all of which will be specifically itemized and reconciled in detail or disallowed.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 6.6 Miscellaneous Costs  
§ 6.6.1 Construction Manager’s overhead and the premiums, costs, and fees for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract will be reimbursed all in accordance with Exhibit "E" Schedule of Values. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections directly connected to this project for which the Construction Manager is required by the Contract Documents or by governing authorities having jurisdiction over the Work to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner’s consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager’s
Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including reasonable attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work.

§ 6.7 Other Costs and Emergencies
§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed
§ 6.8.1 The Cost of the Work shall not include the items listed below:

1. Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

2. Expenses of the Construction Manager’s principal office and offices other than the site office;

3. Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

4. The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;

5. Except as provided in Section 6.7.3 of this Agreement, costs due to the failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

6. Any cost not specifically and expressly described in Sections 6.1 to 6.7;

7. Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

8. Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds
§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.
§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions
§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records
The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
§ 7.1 Progress Payments
§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. Amounts unpaid thirty (30) days after the Architect receives the Application for Payment shall bear interest at the Prime Rate of Comerica Bank plus 500 basis points per annum. (Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit evidence required by the Owner to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, (2) less that portion of those payments attributable to the Construction Manager’s Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire
Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

3. Add the Construction Manager’s Fee, less retainage of ten percent (10%) until such time as the Work is fifty percent (50%) complete and no additional retention thereafter. The Construction Manager’s Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

4. Subtract the aggregate of previous payments made by the Owner;

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and

6. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Construction Manager shall review and approve payments to Subcontractors less ten percent (10%) retainage held on Subcontracts. The Construction Manager shall execute agreements in accordance with those terms.

§ 7.1.9 Except with the Owner’s prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager’s Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 7.1.11 If Owner delays in remitting payment to Construction Manager as required herein for reasons other than a disputed amount, then the date of Substantial Completion shall be extended by two (2) days for each day past the due date that payment is not made.
§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

1. the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

3. a final Certificate for Payment has been issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made no later than thirty (30) days after the issuance of the Architect’s final Certificate for Payment.

§ 7.2.2 The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

§ 7.2.5 Prior to the final payment, Owner shall make a payment equal to the entire balance of the Contract Sum less one hundred fifty percent (150%) of the estimated cost to complete the "punch list" items. This payment shall be due within thirty (30) days after the earlier of (1) receipt of a Temporary Conditional Certificate of Occupancy for all of the Work required under this Contract from the applicable governmental agency, or (2) completion of the Project pursuant to the Drawings and Specifications.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(Table deleted)(Paragraph deleted)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.
§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ☑ ] Arbitration pursuant to Section 15.3 of AIA Document A201–2007
[    ] Litigation in a court of competent jurisdiction
[    ] Other: (Specify)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.
If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents
Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law
Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT
§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:
.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A - AIA Document A133–2009
Exhibit B – Clarifications to the Project Drawings
Exhibit C – Contract Drawings
Exhibit D – Project Timeline
Exhibit E – Schedule of Values
Exhibit F – Certificate of Insurance

This Agreement is entered into as of the day and year first written above.

Orion Township Cunningham-Limp Development Company

OWNER (Signature) 

Chris Barnett, Township Supervisor

(Printed name and title) 

CONSTRUCTION MANAGER (Signature) 

Donald R. Kegley, Jr., CEO

(Printed name and title)
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Orion Township Hall and Sheriff’s Department Facility
2323 Joslyn Road
Lake Orion, Michigan  48360

THE OWNER:
(Name, legal status and address)
Orion Township
2525 Joslyn Road
Lake Orion, Michigan 48360

THE ARCHITECT:
(Name, legal status and address)
Auger Klein Aller Architects, Inc.
214 South Broadway
Suite 220
Lake Orion, Michigan 48362

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
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ARTICLE 1  GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification (1) a Change Order, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda, which are enumerated, relating to bidding requirements.

§ 1.1.2 THE CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 THE WORK
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.7 REPRESENTATIONS AND WARRANTIES
§ 1.7.1 The representations and warranties contained in this Agreement shall survive the complete performance of the Work or earlier termination of this Agreement.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor
as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the ascertifiable local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work under a direct or indirect contract with the Contractor, for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY
For a period of one (1) year after Substantial Completion (the "Warranty Period"), the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that, throughout the Warranty Period, the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Existing work in place shall not be covered under the Warranty.

§ 3.6 TAXES
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Any tariffs or services or activities tax promulgated by the State of Michigan and enacted subsequent to, or made retroactive to, the execution of this Agreement are excluded from the Contract Sum. If a tariff or service or activities tax is enacted subsequent to, or made retroactive to the execution of this Agreement, items impacted will be addressed in a Change Order.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
§ 3.7.1 Subject to the allowances provided herein and unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contract Sum shall include an allowance for permits, fees, and inspections.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed (where feasible) and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.
§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

2. Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum as a component of the allowances; and

3. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2. Notwithstanding the foregoing, allowance amounts shall be pooled, meaning that allowances shall be treated collectively, and an additive or deductive Change Order shall be prepared at the time reconciliation of allowances is complete.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditions and practicable execution of the Work. Further, the schedule shall be revised at appropriate intervals as required by the conditions of the Work and the Project.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to...
provide professional services in violation of applicable law. If professional design services or certifications by a
design professional related to systems, materials or equipment are specifically required of the Contractor by the
Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services
must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design
professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop
Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work
designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when
submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and
completeness of the services, certifications and approvals performed or provided by such design professionals,
provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services
must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate
action on submittals only for the limited purpose of checking for conformance with information given and the design
concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the
performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes,
rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably
encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make
its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing
prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed
construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by
excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor
except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably
withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor’s
consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or
rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste
materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials from and about
the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, after prior written notice to the
Contractor, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever
located upon reasonable notice and during commercially reasonable business hours. The Owner and Architect, and
their contractors, consultants and guests, shall comply with Project safety criteria and programs while at the site.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of
copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall
not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or
manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,
Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to
believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall
be responsible for such loss unless such information is promptly furnished to the Architect.
§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ATCHET
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be
through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.
ARTICLE 5  SUBCONTRACTORS
§ 5.1 DEFINITIONS
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS
By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 It is not contemplated that the Owner will perform any construction or operations related to the Project with the Owner’s own forces, or will award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

(Paragraphs deleted)

§ 6.3 OWNER’S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after prior written notice to the Contractor and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.
§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
3. As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and
certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and subject to the Owner's final approval and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; force majeure; other Excusable Events of Delay as defined in Section 8.3.2.; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time and Contract Sum shall be adjusted by Change Order for such reasonable time and cost as necessitated by the delay.

§ 8.3.2 To the extent that any of the following events results in an actual delay in the progress of the Work, such delay shall, subject to compliance with the provisions of the Agreement, constitute an "Excusable Event of Delay":

i) Acts (including delays in acting or failure to act) of the State, or the City or of any other governmental or regulatory authority (including, without limitation, the applicable governmental agency’s failure to timely issue permits necessary for the commencement of the Work, or designated portions thereof) that are not the result of any fault or negligence of the Contractor, Subcontractors or Sub-subcontractors ("Regulatory Delays");

ii) Restraints or injunctions issued by a judicial body requiring that the Work or any portion thereof shall be halted ("Judicial Delays");

iii) Unforeseen changes in Law;
iv) Fires, floods, earthquakes, civil disturbances, wars, insurrections, riots or sabotage;  
v) Strikes, involuntary work stoppages, labor disputes, lockouts not resulting from any fault of the Contractor, Subcontractors or Sub-subcontractors;  
vi) Theft of components and materials or destruction of portions of the Work, despite Contractors commercially reasonable efforts to secure and protect Work; or  
vi) Delays caused by or related to COVID-19, including but not limited to, governmental orders, work stoppages, disruptions in supply chain, insufficient labor availability, and COVID-19 infections on the Project site.

§ 8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.4 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION  
§ 9.1 CONTRACT SUM  
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES  
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless reasonably objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT  
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
§ 9.4 CERTIFICATES FOR PAYMENT
§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION
§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

1. defective Work not remedied;
2. third party claims filed unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover Owner’s actual damages (excluding consequential damages as waived under Section 15.1.6) for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, after seven (7) days prior notice to the Contractor, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the
Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Receipt of a Temporary Certificate of Occupancy (TCO) from the public authority having jurisdiction shall serve as confirmation of Substantial Completion under the Terms of this Agreement.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon written notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the
Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retention applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT
§ 9.10.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect data establishing payment or satisfaction of obligations as required by Owner, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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User Notes:
§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
   .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
   .2 failure of the Work to comply with the requirements of the Contract Documents; or
   .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver
of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of
final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in
connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to
   prevent damage, injury or loss to
   .1 employees on the Work and other persons who may be affected thereby;
   .2 the Work and materials and equipment to be incorporated therein, whether in storage or off the site,
   under care, custody or control of the Contractor or the Contractor’s Subcontractors or
   Sub-subcontractors; and
   .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways,
   structures and utilities not designated for removal, relocation or replacement in the course of
   construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes,
rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their
protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract,
reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards,
promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are
necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under
supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property
insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in
whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by
any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections
10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone
directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not
attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to
the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty
shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated
by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or
create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of
others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured,
shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set
forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

All insurance costs shall be categorized as a direct cost reimbursed by the Project.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner and its affiliates, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner and its affiliates as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance, and shall provide evidence of such insurance to the Contractor at the time of the execution of the contract.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered.
whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that
the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and make payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 In the event the Owner requests the Contractor to secure bonds at any point, the Contractor agrees to make best efforts to secure requested bonds. Premium and costs associated with bonds shall become incorporated into the Contract Sum.

(Paragraph deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specially expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.
§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.
If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect’s services and expenses shall be at the Contractor’s expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
Payments due, unpaid, and not in dispute under the Contract Documents shall bear interest from the date payment is due at the Prime Rate of Comerica Bank at the time of execution of this Agreement plus 500 basis points per annum.
§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor
1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, thirty (30) days’ written notice and failure of the Contractor to cure such reason within such thirty day notice period, terminate employment of the Contractor and may, subject to any prior rights of the surety:
1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts pursuant to Section 5.4; and
Init.

3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, the Owner shall pay the Contractor (i) the amount otherwise due under the Contract Documents for Work properly performed through the date of termination, plus (ii) the Contractor’s share of savings, if any, under Section A.1.1.1. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

- cease operations as directed by the Owner in the notice;
- take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In the event of termination for the Owner’s convenience, where the Contract Sum is based upon a Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, the Contractor shall be entitled to compensation in addition to reimbursement for all of the Cost of the Work committed to the date of the termination, subject to this Agreement, of an amount equal to (a) fifty percent (50%) of the Contractor’s Fee as defined in Section 5.1.1. of A133 - 2009 of this Agreement computed on the Guaranteed Maximum Price as fixed by contract or amendment at the time of the termination of the Agreement if the Cost of the Work committed as of the date of termination is less than or equal to one half (1/2) of the total estimated cost at completion; or (b) one hundred percent (100%) of the Contractor’s Fee as defined in Section 5.1.1. of A133 - 2009 of this Agreement computed on the Guaranteed Maximum Price as fixed by contract or amendment at the time of the termination of the Agreement if the Cost of the Work committed as of the date of termination is greater than one half (1/2) of the total estimated cost at completion.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 15.2.6 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 15.3 Arbitration

§ 15.3.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim not resolved by the parties through discussion shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.3.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.3.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 15.3.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 15.3.4 Consolidation or Joinder

§ 15.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
§ 15.3.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.
Guaranteed Maximum Price Amendment

for the following PROJECT:  
(Name and address or location)
Orion Township Hall and Sheriff’s Department Facility
2323 Joslyn Road
Lake Orion, Michigan 48360

THE OWNER:  
(Name, legal status and address)
Orion Township
2525 Joslyn Road
Lake Orion, Michigan 48360

THE CONSTRUCTION MANAGER:  
(Name, legal status and address)
Cunningham-Limp Development Company
28970 Cabot Drive
Suite 100
Novi, Michigan 48377

This Amendment to the Agreement is entered into as of the 18th day of August in the year 2020.

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (S ), subject to additions and deductions by Change Order as provided in the Contract Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The Guaranteed Maximum Price shall be valid for ten (10) days from the point of presentation to Owner’s acceptance. If a decision is not made as to the Guaranteed Maximum Price within ten (10) days from the point of presentation to the Owner, price will be subject to change accordingly.

If the Cost of the Work plus the Construction Manager’s Fee is less than the Guaranteed Maximum Price, such savings shall be shared between the Owner and Construction Manager with one hundred percent (100%) accruing to the benefit of the Owner and zero percent (0%) accruing to the benefit of the Construction Manager.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,
allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

See Exhibit "E" – Schedule of Values

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(STATE the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

See Exhibit "E" – Schedule of Values

§ A.1.1.4 Allowances

(Paragraphs deleted)

shall be included in the Guaranteed Maximum Prices where firm estimates of the Cost of the Work cannot be reasonably determined at the time of execution of the Amendment provided that Construction Manager shall indicate which items are allowances and the amount allocated in its budget for each such allowance. Construction Manager shall advise the Owner of the final cost of each allowance item prior to Construction Manager entering into any contracts to incur such cost, and the Guaranteed Maximum Price shall be adjusted to the extent the actual cost of an allowance item is more or less than the allowance. See attached Exhibit "B" Clarifications to the Project Documents for a Summary of Allowances. Notwithstanding the foregoing, allowance amounts contained in the Project Specifications shall be pooled, meaning that allowances shall be treated collectively, and an additive or deductive Change Order shall be prepared at the time reconciliation of allowances is complete.

(Table deleted)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

§ A.1.1.6 The Guaranteed Maximum Price includes a contingency to be utilized solely by the Contractor for Cost of the Work incurred by the Construction Manager in the performance of the Work, including costs indicated to be borne by the Contractor under other provisions of the

(Table deleted)

Contract Documents.

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Exhibit "B" – Clarifications to the Project Documents

(Table deleted)

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Exhibit "C" – Contract Drawings

(Table deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Exhibit B – Clarifications to the Project Documents
Exhibit C – Contract Drawings
Exhibit D – Project Timeline
Exhibit E – Schedule of Values
Exhibit F – Certificate of Insurance

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

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User Notes:
Contract Time, as defined in the Agreement at Section 2.3 and Section 8.1.2 of A201–2007, is the period of time, including authorized adjustments, for Substantial Completion of the Work. The "Date of Commencement" of the Work shall be the later of (1) the date all government permits and approvals necessary for the construction of the project is procured and received by the Owner or (2) the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal.

The Contractor shall achieve Substantial Completion of the entire Work not later than _________ days (___) from the date of commencement, subject to strikes, acts of God, other factors beyond Contractor’s control, or other Excusable Events of Delay as defined in Section 8.3 of AIA Document A201-2007, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE A.3
§ A.3.1 The Contractor’s key personnel are identified below:

1 Superintendent
   Josh Muxlow

2 Project Manager
   Jake Gardner

The Amendment to the Agreement entered into as of the day and year first written above.

Orion Township

Cunningham-Limp Development Company

OWNER (Signature)

Chris Barnett, Township Supervisor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Donald R. Kegley, Jr., CEO
(Printed name and title)
EXHIBIT “B”
TO AGREEMENT BETWEEN
ORION TOWNSHIP (“OWNER”)
AND
CUNNINGHAM-LIMP DEVELOPMENT COMPANY (“CONSTRUCTION MANAGER”)

CLARIFICATIONS TO THE PROJECT DRAWINGS

To be attached at time Amendment is executed.
EXHIBIT "C"
TO AGREEMENT BETWEEN
ORION TOWNSHIP ("OWNER")
AND
CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("CONSTRUCTION MANAGER")

CONTRACT DRAWINGS

To be attached at time Amendment is executed.
EXHIBIT “D”
TO AGREEMENT BETWEEN
ORION TOWNSHIP (“OWNER”)
AND
CUNNINGHAM-LIMP DEVELOPMENT COMPANY (“CONSTRUCTION MANAGER”)

PROJECT TIMELINE

To be attached at time Amendment is executed.
EXHIBIT “E”
TO AGREEMENT BETWEEN
ORION TOWNSHIP (“OWNER”)
AND
CUNNINGHAM-LIMP DEVELOPMENT COMPANY (“CONSTRUCTION MANAGER”)

SCHEDULE OF VALUES

To be attached at time Amendment is executed.
# Certificate of Liability Insurance

**Certificate Number:** 17-18 Master

**Producer:** VTC Insurance Group

**Address:** 1175 W. Long Lake Ste. 200

**City:** Troy

**State:** MI

**Zip Code:** 48098-4960

**Insured:** Cunningham-Limp Development Co.

**Address:** 28970 N Cabot Dr, Suite 100

**City:** Novi

**State:** MI

**Zip Code:** 48377

---

**Certificate Holder:**

Owner's Entity

Address, City State

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**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Alan Chandler/DMIRCH

---

**Coverages:**

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<th>Letter</th>
<th>Type of Insurance</th>
<th>Addl. Sub Limit</th>
<th>Policy Number</th>
<th>Policy EFP</th>
<th>Limits</th>
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<td>6/1/2019</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>LOC</td>
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</table>

**Automobile Liability:**

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<th>Letter</th>
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<th>Policy Number</th>
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<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
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<td>SCHEDULED AUTOS</td>
<td>6012690797</td>
<td>6/1/2019</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>hiRED Autos</td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td>6/1/2019</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Workers Compensation and Employers' Liability:**

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<tr>
<th>Letter</th>
<th>Type of Insurance</th>
<th>Addl. Sub Limit</th>
<th>Policy Number</th>
<th>Policy EFP</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
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<td>Excess Liab</td>
<td>CLAIMS-MADE</td>
<td>6012690815</td>
<td>6/1/2019</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Project Name

---

**Signatures:**

Debra Mirch

Phone: (248) 828-3377

Fax: (248) 828-3741

Address: dmirch@vtcins.com

---

**Certificate of Liability Insurance**

5/31/2018

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

417
Date: July 22, 2020

To: Orion Township Board of Trustees

From: John Pender  
Assistant Fire Chief

Subject: Orion Township Fire Department call volume

Orion Township Call Volume  
July 8, 2020 – July 21, 2020

Medical Calls- 100  
Non- Medical Calls- 41  
Total Call Volume- 141

Year to Date- 1590
Date: July 22, 2020
To: Orion Township Board of Trustees
From: John Pender
Assistant Fire Chief
Subject: Orion Township Fire Department call volume

Orion Township Call Volume
July 22, 2020 – August 4, 2020

Medical Calls- 99
Non-Medical Calls- 13
Total Call Volume- 112

Year to Date- 1702
Oakland County Sheriff’s Office
Orion Township Substation
Weekly “Calls for Service” Summary:

Time period: 7-13-2020 to 7-19-2020

- Calls for service - 455
- Felony Arrests - 2
- Misdemeanor Arrests - 2
- Accidents - 12

20-140308 07/13/2020 2:02 PM Felony Retail Fraud Arrest

Deputies responded to 465 Brown Rd, Menards, for a retail fraud. Employees reported a female suspect went in and out of Menards several times, concealing merchandise and passing all points of purchase. The suspect placed the stolen merchandise in her vehicle. Responding deputies located the female suspect in the parking lot and blocked the vehicle from leaving. Deputies identified the suspect as a 30 year old female resident of Gregory, MI. Deputies recovered $344.95 worth of stolen merchandise from the suspect. A computer LEIN check revealed the suspect had prior felony Retail frauds and she was currently on Federal Probation thus enhancing her crime to a felony retail fraud. The suspect was lodged at the Oakland County Jail for Felony Retail Fraud.

UPDATE: The Oakland County Prosecutors Office issued charges for Retail Fraud-1st Degree (Felony). She was arraigned at the 52/3 D.C. and given a $5000 cash bond.

20-140968 7/14/2020 12:01 PM Intoxicated Disorderly Subject

Deputies responded to Baldwin and Gingell road for multiple 911 calls for a subject stumbling in the roadway causing a public safety hazard. Responding Deputies located the male on Gingell bent over, partially exposing his buttock. Deputies were able to move the subject off the roadway to a safe area. Deputies accessed the subject and were able to determine he was highly intoxicated on Opioid drugs. The fire Department came to the
scene and the subject refused medical treatment. Deputies identified the man as a 31 year old Clinton Township resident. The man admitted he took oxycodone and morphine. Deputies were able to contact a family member and arrange for the man’s safe pickup. The 31 year old man was cited for Disorderly conduct for being severely intoxicated in public and causing a safety hazard and released to his father.

**20-142450  7/16/2020  11:57 AM  Identity Theft Report**

An Orion Township Resident walked into the Orion Township Substation for an Identity Theft report. The resident stated that his employer contacted him to report that someone filed for unemployment benefits under his name. The male stated that he never filed for unemployment and is currently employed. The male was given an identity theft package and information on how to alert his credit agencies. There are no Suspect(s) at this time and the investigation continues.

**20-143545  7/17/2020  9:16 PM  Warrant Arrest**

An Orion Township Deputy was dispatched to meet the Michigan State Police for a warrant pick up. MSP had a 22 year old male, resident of Flint, with a 6th Circuit Probation Violation. The Orion Township Deputy met with the Trooper and took custody of the arrestee. The Deputy then transported the male to the Oakland County Jail for his outstanding warrant.

**20-144175  7/18/2020  5:48 PM  Motorcycle Injury Accident / OCSO Crash Reconstruction Unit Assist**

Deputies were dispatched to the 800 block of Beardon Road for a motorcycle that hit a berm and the operator of the motorcycle was unresponsive. When Deputies arrived, they observed the operator of the motorcycle ejected 30-40 feet from where the motorcycle came to rest. The operator of motorcycle was unresponsive but breathing. The Orion Township Fire Department responded and transported the operator to a nearby hospital. The Deputies investigation revealed that there were no other vehicles involved and the operator of the motorcycle lost control around a corner, hit a large rock, and was ejected. Due to the condition of the operator at the time of Deputies arrival, an OCSO Crash Reconstruction Deputy was contacted to and responded to scene with the investigation.

A Crash Reconstruction Deputy responded and took photographs of the area. A neighbors Ring camera recorded the accident and a copy was obtained. It is unknown if drugs or alcohol was a factor. At this time the operator, a 28-year-old male, resident of Oxford, was listed in stable condition.
Deputies respond to the 700 block of Merritt drive on a Larceny from Automobile report. The complainant, a 41-year-old resident of Orion, stated approximately $400 cash and some company checks were taken from his work truck. The vehicle was parked unlocked in his driveway. There was no forced entry or damage to the vehicle. The area was searched for any video or evidence related to the crime, but none was located. Detectives are continuing the investigation.

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

Weekly “Calls for Service” Summary:

**Time period: 7-20-2020 to 7-26-2020**

- Calls for service - 390
- Felony Arrests - 2
- Misdemeanor Arrests - 2
- Accidents - 14

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**20-145210 07/20/2020 9:32AM** *Theft of License Plate from Vehicle*

Deputies were dispatched to the 1000 block of Harding Dr on a Larceny Complaint. A 21-year-old victim reported she parked in the driveway on July 19, 2020 at 10:00PM. When she returned to her vehicle, she noticed that the license plate was missing. The victim stated a sticker her rear window was also removed. The vehicle was not damaged. This incident is under investigation.

**20-145935 07/21/2020 9:12AM** *Theft of Lap Top Computer*

Deputies were dispatched to the 4000 block of Interpark Drive (Spring Hill Suites) for a Larceny complaint. A manager reported that at 8:30am she went to the front desk and noticed one of the computers were missing. Upon checking the video, the complainant noticed that at 1:34am a male subject walked up to the computer unplugged it and left the Hotel lobby with the computer. All evidence was collected and turned over to the detective bureau, the incident is under investigation.

**20-146239 07/21/2020 5:34PM** *Passenger Jumps from Vehicle/ OWI Arrest*

Deputies responded to the 600 block of Sherry Rd for a female who jumped from a moving vehicle. The driver immediately stopped the car and found his friend unconscious but breathing. Deputies immediately located the vehicle and driver and provided medical care to the passenger. Deputies interviewed the driver and an investigation revealed that the
driver and his passenger had been drinking prior to the incident. The driver was identified as a 33-year-old Ortonville resident. The driver was unsteady on his feet and demonstrated signs he had been drinking. The driver submitted to a PBT with the results being .312. The driver was 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 determined that the 35-year-old Ortonville resident willfully jumped from the vehicle while it was moving, causing her injuries. The female was transported by STAR EMS to McLaren Hospital for medical treatment and remains hospitalized.

20-146521  07/22/2020     01:25 AM  Assault and Battery / Resisting and Obstructing Police

Deputies were dispatched to 600 S Lapeer (Opa’s Food & Spirits) for a report of a female patron who dumped a drink on her boyfriend and then hit a waitress in the head with an open hand. When Deputies arrived, they observed a Lake Orion Police Officer struggling with the female. Deputies took custody of the combative female. On several occasions, the female’s boyfriend began interfering obstructing the investigation. The boyfriend was subsequently taken into custody for obstructing police. The female, a 21 year old resident of Oxford was issued a citation for Disorderly Person and lodged at the Oakland County Jail until the morning. The boyfriend, a 30-year-old resident of Lapeer, was issued a citation for Disorderly Person. Both parties were released on scene and banned from the bar.

20-147918  07/23/2020     8:41PM  Passed out Motorist/Drug Overdose

Deputies and The Orion Township Fire Department responded to a 911 call at the 100 block of N. Baldwin (Indian wood Junction) for an Overdose. A 20-year-old Oxford resident reported she discovered a 28-year-old female unresponsive at the gas pump. Deputies arrived and made the scene safe. Orion Twp Fire administered a dose of “Narcan” to the female and were able to revive the woman and she was transported to McLaren for further medical treatment. Deputies impounded the vehicle and confiscated pills in the vehicle and took them to the property room.

20-148171  07/24/2020    7:17 AM  Breaking and Entering / Vehicle Theft UDAA / OCSO Auto Theft Unit Assist

Deputies were dispatched to 3921 Baldwin Road (Leonards Pre-owned Cars & Trucks) for a report of stolen vehicles. The owner stated 4 vehicles (White 2017 GMC Sierra, Black 2011 Dodge Ram, White 2012 Chevrolet Camaro, White 2015 Buick Verano) were missing when he arrived at work and then he discovered a broken window and the business had been ransacked. Deputies immediately placed all the vehicle into LEIN as stolen, and one vehicle was also reported to On-Star as stolen. Just a short time later, On-Star was able to locate the GMC Sierra which was moving in Southfield. The Michigan State Police were able
to make a traffic stop on that vehicle and arrested two men from Ypsilanti and one man
was armed with a handgun. Deputies then located a suspicious parked minivan. Inside the
minivan were a set of keys to the stolen Buick Verano, along with identification on the two
men located in the stolen vehicle in Southfield. The business owner then remembered two
suspicious men taking pictures of his business earlier in the week. All Suspects were
turned over to OCSO Auto Theft Deputies. Orion Township Deputies were able to locate the
stolen Buick Verano abandoned in a nearby apartment complex. The Dodge Ram and
Chevrolet Camaro are still missing. OCSO Auto Theft Deputies are continuing the
investigation. Due to the quick actions of Deputies, three of the four vehicles are recovered,
and two suspects are in custody with physical evidence tying the two suspects to the B&E
in Orion Township. The two are suspected of other organized crimes

20-148622 07/24/2020 8:12PM Fleeing and Eluding/ DWLS/ Warrant Arrest

While conducting directed radar enforcement on Pine Tree after resident complaints of
speeders, Deputies observed a motorcycle traveling southbound on Pine Tree at a high rate
of speed 56mph in a posted 30mph zone. Deputies attempted to stop the motorcycle and
the driver refused to stop. Deputies were able to stop the driver in the 1000 block of
Hillside. An investigation revealed that the driver 23-year-old Lake Orion resident knew
the deputies were trying to stop him, but continued because he was trying to get home.
Deputies ran a LEIN check on the driver and discovered that he was also driving on a
suspended license and had several outstanding warrants for his arrest from surrounding
Courts. The Driver was safely arrested and transported to Oakland County Jail.

Update: The driver was arraigned for Fleeing & Eluding Police and Driving on the
Suspended License and Magistrate Morand set bond at $5000 bond, given his history of
failing to abide by court orders.

20-149557 7/26/2020 8:08AM Mental Health Assistance

Deputies responded to a 911 call at the 3000 block of Grafton Rd for a welfare check.
Deputies arrived and made the scene safe. Deputies located and identified a 45-year-old
male and determined that the subject was having suicidal thoughts and wanted to harm
himself. The resident was transported to St. Joseph Hospital by Lake Orion Fire
Department for mental health evaluation.

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

Orion Township Substation

Weekly “Calls for Service” Summary:

Time period: 8-03-2020 to 8-09-2020

- Calls for service - 396
- Felony Arrests - 0
- Misdemeanor Arrests - 2
- Accidents - 6

20-0156995 08/05/2020 6:56PM BOL- Traffic Stop-OWI-Arrest

The Sheriff’s Office received a 911 call from a concerned citizen for a possible intoxicated driver. Deputies responded to the area of Baldwin and Maybee Rd and located the vehicle. A traffic stop was initiated, and an investigation revealed that the driver had been drinking. The driver, a 60-year-old Lake Orion resident, refused to submit to a PBT. The driver was 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.

200157696 08/06/2020 4:54PM Domestic Assault

Deputies responded to a 911 call in the 100 block of Northpoint Dr for a domestic assault. A 49-year-old female was arguing with her 48-year-old husband and it turned physical when he pushed her. Deputies attempted to locate the husband but were unsuccessful. Based upon the victim’s statements and evidence, the case will be sent to the Oakland County Prosecutor for review.

20-159348 08/08/2020 10:04PM Traffic Stop-OWI Arrest

The Sheriff’s Office received a 911 call from a concerned citizen for a possible intoxicated driver. Deputies responded to the area of Indianwood and Lapeer and located the vehicle. A traffic stop was initiated, An investigation revealed the driver, a 44-year-old Schaumburg IL
resident, was under the influence of alcohol. The driver refused to submit to a PBT. The driver was 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.

20-160071 08/09/2020 10:57PM Village of Orion- Assist Other Law Enforcement Agency

The Village of Orion Police were on scene of a larceny in the 400 Block of Broadway. Two subjects entered the store and attempted to steal liquor. The suspects fled the store on foot. Shortly after the store clerk discovered that the suspects also stole his wallet. A patron in the store chased one of the suspects and lost sight of him behind a bank and believed the suspects was in the woods. Orion Village Police requested an Oakland County Sheriff K9 Unit along with Orion Twp deputies to assist with locating the suspect. Prior to the K9 Unit arriving on scene a Deputy from the Orion Township substation located the suspect and took him into custody. Lake Orion Village Police will be handling the incident.

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