

Charter Township of Oakland

4393 Collins Road, Rochester, Michigan 48306-1670

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BOARD OF TRUSTEES NOTICE AND AGENDA Tuesday, January 10, 2017

7:00 PM - REGULAR PUBLIC MEETING

- I. **Call to Order**
- II. **Pledge of Allegiance to the Flag and Roll Call**
- III. **Announcements and Proclamations**
 1. Special Tribute for Oakland Township Parks and Recreation Commissioners
 2. Oakland Township Substation Commander Transfer
- IV. **Amendments to the Agenda/Approval of the Agenda**
- V. **Public Comment for items not on the Agenda**
- VI. **CONSENT AGENDA:**
 1. Approval of Minutes
 - a. December 13, 2016 Closed Session 2
 - b. December 13, 2016 Regular 4
 2. Approval of Bills
 - a. December 29, 2016 in the amount of \$64,388.49 12
 - b. January 10, 2017 in the amount of \$302,886.94 19
 3. Approval of Cider Mill Connector & Silverbell Path Projects Final Payment 29
 4. Approval of Pay Estimate #1 for Eagle Creek Boardwalk 41
- VII. **OLD BUSINESS**
- VIII. **PENDING BUSINESS**
 1. Setting @Oaklandtownship.org as Official Email Address for Board of Trustee Members 48
 2. 2017 No Haz Interlocal Agreement and Resolution 49
 3. Consideration of Board of Trustees Compensation 70
 4. Resolution Asserting Township Board Right to Approve Master Plan 72
 5. Safety Path and Trails Appointment 73
- IX. **Public Comment for items not on the Agenda**
- X. **Township Manager's Report**
- XI. **Board Reports & Correspondence: Supervisor, Clerk, Treasurer, Trustees**
- XII. **CLOSED SESSION**
 1. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement under MCL 15.268(c).
 2. To review written legal opinion(s).
- XIII. **Adjournment**

CALL TO ORDER

The December 13, 2016 Closed Session of the Charter Township of Oakland Board of Trustees was called to order by Supervisor Bailey at 6:08 PM in the Township Hall, 4393 Collins Rd., Rochester, MI.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Clerk Reilly called the Roll.

Members Present: Michael Bailey, Supervisor
Karen Reilly, Clerk
Jeanne Langlois, Treasurer
Robin Buxar, Trustee
Frank Ferriolo, Trustee
John Giannangeli, Trustee

Absent: Lana Mangiapane, Trustee

Also Present: Dale Stuart, Township Manager
Dan Kelly, Township Attorney

A quorum was present.

MOTION by Buxar, supported by Langlois to approve the agenda as submitted.

Motion carried 6/0.

CLOSED SESSION

MOTION by Buxar, supported by Langlois to approve going into closed session at 6:10 PM for the purpose of reviewing written legal opinions.

Roll Call: Ayes: Ferriolo, Buxar, Langlois, Bailey, Reilly, Giannangeli
Nays: None
Absent: Mangiapane

Motion carried 6/0.

MEETING RECONVENED

MOTION by Langlois, supported by Buxar to reconvene into open session at 6:57 PM.

Motion carried 6/0.

ADJOURNMENT

MOTION by Langlois, supported by Buxar to adjourn the meeting at 6:58 PM.

Motion carried 6/0.

NEXT SCHEDULED MEETING

Tuesday, January 10, 2017 at 7:00 P.M.
Oakland Township Hall – 1st Floor Meeting Room

Respectfully submitted,

Approved,

Karen Reilly, Clerk
Board of Trustees

Michael Bailey, Supervisor
Board of Trustees

CALL TO ORDER

The December 13, 2016 Regular Meeting of the Charter Township of Oakland Board of Trustees was called to order by Supervisor Bailey at 7:00 PM in the Township Hall, 4393 Collins Rd., Rochester, MI.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Supervisor Bailey led the reciting of The Pledge of Allegiance.

Clerk Reilly called the Roll.

Members Present: Michael Bailey, Supervisor
Karen Reilly, Clerk
Jeanne Langlois, Treasurer
Robin Buxar, Trustee
Frank Ferriolo, Trustee
John Giannangeli, Trustee

Absent: Lana Mangiapane, Trustee

Also Present: Dale Stuart, Township Manager
Dan Kelly, Township Attorney
Cari Neubeck, Deputy Clerk

A quorum was present.

ANNOUNCEMENTS AND PROCLAMATIONS

Supervisor Bailey commented that Trustee Mangiapane is absent this evening due to the recent death of her mother.

He further mentioned that former Supervisor, Joan Fogler's son passed away as well as Township Manager, Dale Stuart with the loss of his mother-in-law.

He extended his sincere condolences to all.

AMENDMENTS/APPROVAL OF THE AGENDA

The Board agreed to add under Pending Business Item #6 – Appointment of the citizen representative to the Safety Paths and Trails Committee.

MOTION by Langlois, supported by Buxar to approve the agenda as amended.

Motion carried 6/0.

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

The Board heard public comment from:
John Markel – 245 Birch Hill Dr.

CONSENT AGENDA

MOTION by Ferriolo, supported by Langlois to approve the Consent Agenda as submitted.

1. Approval of Minutes
 - November 9, 2016 Regular
 - November 9, 2016 Closed Session
2. Approval of Bills
 - November 22, 2016 in the amount of \$151,726.74
 - November 29, 2016 in the amount of \$34,512.95
 - December 13, 2016 in the amount of \$380,572.78
3. Oakland County Sheriff's 2017-2018 Contract
4. Firefighter Training Contract

Motion carried 6/0.

OLD BUSINESS

There was no Old Business to discuss.

PENDING BUSINESS

1. Public Hearing – Rochester Cider Mill Request for Special Land Use Approval to Expand the Permitted Uses

The Board heard comment from:
Trevor Barkham – 717 Letts Rd.

Supervisor Bailey opened the public hearing at 7:17 PM.

The Board heard public comment from:
J. Paul Sugameli, Attorney
Eric Lipson, Attorney
Irene Speck – 5165 Glengate Rd.
Richard Corteville – 5151 Darby Cir.
Scott Miller – 5170 Glengate Rd.
John Markel – 245 Birch Hill Dr.

Supervisor Bailey closed the public hearing at 7:42 PM.

MOTION by Buxar, supported by Ferriolo to deny the Rochester Cider Mill's Application for Special Land Use approval for the purpose of adding a use set forth under the Michigan Liquor Control Commission's Small Wine Makers' License for the reasons that the Applicant has failed to provide sufficient information and data which would allow this Board to determine that the requested Special Land Use is consistent with the September 24, 2014 Second Stipulated Amendment to Order, in that, the Application does not establish the proposed use is considered to be normal retail sales and related operations of a cider mill. Further, the Applicant's Special Land Use request does not meet the standards of the Township Zoning Ordinance Section 24.04.01, which requires a Special Land Use applicant to establish no adverse effects or injury to our residents, the users of adjoining property, or the Township as a whole. Specifically, based on the information provided and review of the Special Land Use Application would permit a use that would significantly change and expand the current Cider Mill's operation, its vehicular and pedestrian traffic, clientele, peak customer demand times, facility service and delivery needs, and the impact on the environment, which would result in the following: a use that is not in harmony with the appropriate and orderly development of the surrounding residential neighborhood and the regulations of its residential zoning district; a use that is of a nature that will increase and due to the consumption of alcohol make vehicular and pedestrian traffic more hazardous than is normal for the district; a use that does not significantly eliminate possible nuisances to the nearby permitted residential uses; a use does not relate harmoniously with the physical and economic aspects of the adjacent residential land uses; a use that is not necessary for the public convenience at the Rochester Cider Mill's location; a use in an existing facility that does not adequately protect the public health, safety and welfare; a use that based upon the record would cause substantial injury to the value of other property in the neighborhood. Finally, upon this motion passing, I direct the Township Administration to notify the Michigan Liquor Control Commission, in writing, that the applicant's Small Wine Make license request does not meet the requirements of the Charter Township of Oakland's Zoning Ordinances.

Vote on the motion: Ayes: Ferriolo, Buxar, Langlois, Bailey, Reilly
Nays: Giannangeli
Absent: Mangiapane

Motion passed 5/1.

2. Draft 2017/2018 Budget

MOTION by Langlois, supported by Giannangeli to approve the preliminary budgets for the next three fiscal years be accepted for study.

Motion carried 6/0.

3. Planning Commission Appointments

The Board heard comment from:
John Markel – 245 Birch Hill Dr.

MOTION by Ferriolo, supported by Langlois to approve the appointment of Joseph Peruzzi to the Planning Commission for a term expiring on September 1, 2019.

Vote on the motion: Ayes: Ferriolo, Buxar, Langlois, Bailey, Reilly

Nays: Giannangeli

Absent: Mangiapane

Motion passed 5/1.

MOTION by Buxar, supported by Ferriolo to approve the appointment of George Platz to the Planning Commission for a term expiring on September 1, 2019.

Vote on the motion: Ayes: Ferriolo, Buxar, Langlois, Bailey, Reilly

Nays: Giannangeli

Absent: Mangiapane

Motion passed 5/1.

4. ZBA Appointments

MOTION by Langlois, supported by Buxar to approve the appointment of John Boville to the Zoning Board of Appeals for a term expiring on September 1, 2018.

Motion carried 6/0.

MOTION by Ferriolo, supported by Langlois to approve Joe Peruzzi to remain on the Zoning Board of Appeals and to appoint him as the representative to the Planning Commission.

Motion carried 6/0.

5. Board of Review Appointments

MOTION by Langlois, supported by Buxar to reappoint Judy Workings and John Casadei to the Board of Review with both terms expiring January 1, 2019. To also appoint Gary Putz to the Board of Review with a term expiring January 1, 2019.

Motion carried 6/0.

6. Appointment of the Citizen Representative for the Safety Paths and Trails Committee.

MOTION by Langlois, supported by Buxar to appoint Alice Tombouliau as citizen representative on the Safety Paths and Trails Committee with a term expiring May 1, 2018.

The Board heard comment from:
John Markel – 245 Birch Hill Dr.
Motion carried 6/0.

7. Subcommittee Appointments

MOTION by Buxar, supported by Langlois to approve the following board representative to the various groups:

Paint Creek Trailways: Frank Ferriolo, Board of Trustee representative; Robin Buxar, Board of Trustee alternate
Planning Commission: John Giannangeli, Board of Trustee representative
Safety Paths and Trails: Jeanne Langlois, Board of Trustee representative
OPC: Mike Bailey, Board of Trustee representative
SEMCOG Delegate: Mike Bailey, Board of Trustee representative
SEMCOG Alternate: Dale Stuart

Motion carried 6/0.

8. CDBG PY 2017 Approval

MOTION by Buxar, supported by Langlois, to approve allocation of PY 2017 Community Development Block Grant funds in the approximate amount of \$23,918 as follows and authorize the Supervisor to sign the application and the conflict of interest certification, and submit the documents to Oakland County:

Public Service #1 Battered and Abused Spouses	\$3,000
Public Service #2 Transportation Services	\$3,000
Mobile Home Repair Program	\$17,918

Motion carried 6/0.

9. PRC Recommendations for Appointments to Paint Creek Trailways Commission, Cranberry Lake Improvement Board, and Safety Paths and Trails Committee

MOTION by Buxar, supported by Ferriolo to approve the recommendation of appointees presented by the Parks and Recreation Committee as follows:

Paint Creek Trailways Commission Citizen Representative:
Voting citizen representative – Hank VanAgen

Alternate citizen representative – Martha Olijnyk

Cranberry Lake Improvement Board:

Oakland Township representative – Cathy Rooney

Safety Paths and Trails Committee:

Parks and Recreation Commission representative – Craig Blust

Motion carried 6/0.

10. Paint Creek Cider Mill Rail Approval

MOTION by Buxar, supported by Langlois to award the proposal submitted by Complete Fence in the amount of \$6,000 for the Paint Creek Cider Mill Rail and for the Township Manager to work with Complete Fence for an installation date.

The Board heard comment from:

John Markel – 245 Birch Hill Dr.

Motion carried 6/0.

PUBLIC COMMENT

There was no public comment.

TOWNSHIP MANAGER'S REPORT

Manager Stuart had nothing to report.

BOARD REPORTS & CORRESPONDENCE

Trustee Ferriolo – Reported that Oakland Township was recommended by the Michigan Natural Resource Trust Fund for a 2.2 million dollar grant to purchase 209 acres of property as well as a 300,000 dollar grant for bridge replacement. He thanked Mindy Milos-Dale, Kristin Myers and Chris Gray for all of their work.

Trustee Buxar – Wished everyone a Merry Christmas and a happy and safe holiday.

Treasurer Langlois – Advised that winter property tax bills were mailed on December 1st.

She further provided an update with visuals on the Eagle Creek boardwalk that is nearing completion.

She recently attended the Rochester Hills parade and provided visuals.

Clerk Reilly – Reported that the clerk’s department was involved in the presidential recount that it has now ended.

She also wished everyone a Merry Christmas.

Trustee Giannangeli - Wished residents a safe and happy holiday and reminded everyone to drive safely.

Supervisor Bailey – Stated that it is a pleasure to work with all of the board members.

CLOSED SESSION

MOTION by Giannangeli, supported by Buxar to approve going into closed session at 9:26 PM for the purpose of considering a periodic personnel evaluation of a public employee.

Roll Call: Ayes: Ferriolo, Buxar, Langlois, Bailey, Reilly, Giannangeli
 Nays: None
 Absent: Mangiapane

Motion carried 6/0.

MEETING RECONVENED

MOTION by Buxar, supported by Langlois to reconvene into open session at 9:34 PM.

Motion carried 6/0.

ADJOURNMENT

MOTION by Buxar, supported by Langlois to adjourn the meeting at 9:35 PM.

Motion carried 6/0.

NEXT SCHEDULED MEETING

Tuesday, January 10, 2017 at 7:00 P.M.
Oakland Township Hall – 1st Floor Meeting Room

Respectfully submitted,

Approved,

Karen Reilly, Clerk
Board of Trustees

Michael Bailey, Supervisor
Board of Trustees

DRAFT

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank GEN General Disbursements (Pooled)					
12/19/2016	GEN	59770	COMCAST	COMCAST	8.53
12/19/2016	GEN	59771	DTE ENERGY	DTE ENERGY	531.64
12/19/2016	GEN	59772	DTE ENERGY	VOID	0.00 V
12/19/2016	GEN	59773	STAPLES	STAPLES CREDIT PLAN PARKS DEPT	167.96
12/19/2016	GEN	59774	UNIFIED CO	UNIFIED COMMUNICATIONS, LC	2,262.70
12/19/2016	GEN	59775	CFC	COMPLETE FENCE COMPANY, INC.	2,000.00
12/20/2016	GEN	59776	PAYCHEX	PAYCHEX, INC.	323.54
12/27/2016	GEN	59777	ACCUMED	THE ACCUMED GROUP	1,282.61
12/27/2016	GEN	59778	BCBSM	BLUE CROSS BLUE SHIELD OF MICHIGAN	22,845.56
12/27/2016	GEN	59779	BOMBARD	JANE BOMBARD	108.75
12/27/2016	GEN	59780	C&G	C&G NEWSPAPERS	42.00
12/27/2016	GEN	59781	EDW. LEVY	EDWARD C. LEVY CO.	210.00
12/27/2016	GEN	59782	G.C.B.O.A.	GENESEE CO. BLDG. OFFICIALS ASSOC.	75.00
12/27/2016	GEN	59783	GFS	GFS GORDON FOOD SERVICE, INC	127.89
12/27/2016	GEN	59784	GUARDIAN	GUARDIAN	2,981.69
12/27/2016	GEN	59785	HOLMES STA	HOLMES STAMP & SIGN	66.90
12/27/2016	GEN	59786	J&B MEDICA	J & B MEDICAL SUPPLY, INC	6.24
12/27/2016	GEN	59787	JETLINE	JETLINE CONSTRUCTION	11,000.00
12/27/2016	GEN	59788	LEAF	LEAF	489.33
12/27/2016	GEN	59789	MACEO	MI. ASSOC. OF CODE ENFORCEMENT	42.00
12/27/2016	GEN	59790	NELCO	NELCO SUPPLY CO	235.74
12/27/2016	GEN	59791	OC TREASUR	OAKLAND CO TREASURER	785.00
12/27/2016	GEN	59792	OC TREASUR	OAKLAND CO TREASURER	3,799.06
12/27/2016	GEN	59793	OCMAA	OAKLAND COUNTY MUTUAL AID ASSN	3,000.00
12/27/2016	GEN	59794	OFF DEPOT	OFFICE DEPOT	267.83
12/27/2016	GEN	59795	OFF DEPOT	VOID	0.00 V
12/27/2016	GEN	59796	OVERHEAD	OVERHEAD DOOR COMMERCIAL INC	519.73
12/27/2016	GEN	59797	PAYCHEX	PAYCHEX OF NEW YORK LLC	442.39
12/27/2016	GEN	59798	PR BUS PRO	PREMIER BUSINESS PRODUCTS	474.50
12/27/2016	GEN	59799	PX2 AUTO	PX2 AUTOMOTIVE	77.58
12/27/2016	GEN	59800	REFUND	BLUE CROSS BLUE SHIELD	39.71
12/27/2016	GEN	59801	ROCHELEVAT	ROCHESTER ELEVATOR	90.00
12/27/2016	GEN	59802	TELCOM	TELCOM CORPORATION	337.50
12/27/2016	GEN	59803	TIREWAREHO	TIRE WAREHOUSE, INC.	1,363.82
12/27/2016	GEN	59804	TRACE ANA	TRACE ANALYTICS, LLC	332.00
12/27/2016	GEN	59805	UNUM	UNUM LIFE INSURANCE	1,910.50
12/27/2016	GEN	59806	ICMA	ICMA RETIREMENT TRUST - 457	2,409.80
12/27/2016	GEN	59807	ICMA IRA	ICMA IRA PLAN	645.00
12/27/2016	GEN	59808	OTFF UNION	OAKLAND TWP FIREFIGHTERS UNION	175.00
12/29/2016	GEN	59809	AFLAC	AFLAC	389.38
12/29/2016	GEN	59810	COMCAST	COMCAST	376.93
12/29/2016	GEN	59811	CONSUMERS	CONSUMERS ENERGY	1,651.61
12/29/2016	GEN	59812	DTE STLGTS	DTE ENERGY	493.07

GEN TOTALS:

Total of 43 Checks:	64,388.49
Less 2 Void Checks:	0.00
Total of 41 Disbursements:	64,388.49

Total for fund 101 GENERAL FUND	28,466.15
Total for fund 206 Fire Fund	19,454.33
Total for fund 207 POLICE FUND	8.53
Total for fund 208 Park Fund	5,559.12
Total for fund 211 Trails Improvement Fund	61.57
Total for fund 249 Building Fund	3,092.21
Total for fund 280 Historic District Commission	1,618.15
Total for fund 408 Land Preservation Fund	1,724.25
Total for fund 701 Trust & Agency Fund	4,404.18
TOTAL - ALL FUNDS	64,388.49

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/19/2016	GEN	59774	UNIFIED COMMUNICATIONS, LC	ACCT NO:2486516930 NOV. 2016	920.000	265	2,262.70
12/19/2016	GEN	59775	COMPLETE FENCE COMPANY, INC.	INV#0664 DEPOSIT FOR PAINT CREEK FENCE	820.005	265	2,000.00
12/20/2016	GEN	59776	PAYCHEX, INC.	ELECTION PAYROLL 11/14/2016	803.000	215	323.54
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	5,299.31
12/27/2016	GEN	59779	JANE BOMBARD	PLANNING COMM. MTG. MINUTES 12/06/16	702.020	721	108.75
12/27/2016	GEN	59780	C&G NEWSPAPERS	ACCT#C19039 BOARD OF REVIEW NOTICE	956.000	247	42.00
12/27/2016	GEN	59781	EDWARD C. LEVY CO.	CUST NO:40480 ROAD MAINTENANCE	930.055	449	210.00
12/27/2016	GEN	59783	GFS GORDON FOOD SERVICE, INC	CUST NO:124810001 PLATES, PLASTIC WARE, CUST NO:124810001 OFFICE AND BOT	956.000 956.000	101 101	78.90 48.99
				CHECK GEN 59783 TOTAL			<u>127.89</u>
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	902.96
12/27/2016	GEN	59787	JETLINE CONSTRUCTION	INDIAN LAKE DAM FREEZE/THAW PROTECTION	880.010	747	11,000.00
12/27/2016	GEN	59788*#	LEAF	CONTRACT NO:100-2591786-001	940.000	101	336.37
12/27/2016	GEN	59792	OAKLAND CO TREASURER	CUST NO:SWA00000015 NO HAZ COLLECTIONS	880.090	747	3,799.06
12/27/2016	GEN	59794	OFFICE DEPOT	ACCT NO:40576711 CALENDAR ACCT NO:40576711 GENERAL OFFICE ACCT NO:40576711 USB TWIST TURNS 64GB, ACCT NO:40576711 GENERAL OFFICE POST- ACCT NO:40576711 GENERAL OFFICE - ACCT NO:40576711 GENERAL OFFICE - ACCT NO:40576711 GENERAL OFFICE ACCT NO:40576711 GENERAL OFFICE - GLUE	726.000 726.000 726.000 726.000 726.000 726.000 726.000 726.000	101 101 101 101 101 101 101 101	15.38 9.19 44.62 36.02 12.39 13.59 110.96 25.68
				CHECK GEN 59794 TOTAL			<u>267.83</u>
12/27/2016	GEN	59797*#	PAYCHEX OF NEW YORK LLC	BIWEEKLY PAYROLL 12/16/16	803.000	215	247.14
12/27/2016	GEN	59802	TELCOM CORPORATION	PHONE LABOR AND SERVICE - CIDER MILL	920.005	265	337.50
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5 BILLING NO:0226745-001 5	720.010 720.020	852 852	189.53 368.65
				CHECK GEN 59805 TOTAL			<u>558.18</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/29/2016	GEN	59810*	COMCAST	ACCT NO:8529 10 129 0075432	920.000	265	149.85
12/29/2016	GEN	59812	DTE ENERGY	ACCT NO:0000-7620-8	920.010	448	493.07
Total for fund 101 GENERAL FUND							28,466.15
Fund: 206 Fire Fund							
12/27/2016	GEN	59777	THE ACCUMED GROUP	EMS & FIRE BILLING SERVICE FEE NOV.	836.206	336	1,282.61
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	8,973.17
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	1,057.06
12/27/2016	GEN	59786	J & B MEDICAL SUPPLY, INC	CUST NO:1348 MEDICAL SUPPLIES FIRE	740.010	336	6.24
12/27/2016	GEN	59788*#	LEAF	CONTRACT NO:100-2591786-002 FIRE DEPT.	940.000	336	152.96
12/27/2016	GEN	59790	NELCO SUPPLY CO	ACCT NO:273 FIRE STATION #2	740.000	336	235.74
12/27/2016	GEN	59793	OAKLAND COUNTY MUTUAL AID ASSN	2017 ASSOCIATION DUES RENEWAL	956.010	336	3,000.00
12/27/2016	GEN	59796	OVERHEAD DOOR COMMERCIAL INC	ACCT ID:3008 SERVICE & LABOR FIRE ACCT ID:1605 SERVICE	820.000 820.000	265 265	177.00 342.73
CHECK GEN 59796 TOTAL							519.73
12/27/2016	GEN	59797*#	PAYCHEX OF NEW YORK LLC	MONTHLY FIRE PAYROLL 12/14/16	810.000	336	195.25
12/27/2016	GEN	59800	BLUE CROSS BLUE SHIELD	REFUND PAYMENT ERROR INCIDENT#556	695.020	000	39.71
12/27/2016	GEN	59801	ROCHESTER ELEVATOR	WATER SOFTNER SALT FIRE DEPT.	920.000	265	90.00
12/27/2016	GEN	59803	TIRE WAREHOUSE, INC.	TIRES & BRAKES - FIRE DEPT.	930.000	338	1,363.82
12/27/2016	GEN	59804	TRACE ANALYTICS, LLC	CUST NO:4469 ROUTINE ANALYSIS	930.010	338	332.00
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5 BILLING NO:0226745-001 5	720.010 720.020	852 852	216.01 522.76
CHECK GEN 59805 TOTAL							738.77
12/29/2016	GEN	59810*	COMCAST	ACCT NO:8529 10 129 0016618 ACCT NO:8529 10 129 0059105	920.000 920.000	265 265	122.73 104.35
CHECK GEN 59810 TOTAL							227.08

15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 Fire Fund							
12/29/2016	GEN	59811*#	CONSUMERS ENERGY	ACCT NO:1000 2318 5877	920.000	265	1,240.19
Total for fund 206 Fire Fund							19,454.33
Fund: 207 POLICE FUND							
12/19/2016	GEN	59770	COMCAST	ACCT NO:8529 10 129 0016600	920.000	265	8.53
Total for fund 207 POLICE FUND							8.53
Fund: 208 Park Fund							
12/19/2016	GEN	59771*#	DTE ENERGY	ACCT NO:2704 501 0005 1	920.030	755	60.39
				ACCT NO:2704 501 0008 5	920.040	755	146.36
				AACT NO:2704 501 0012 7	920.040	755	43.35
				ACCT NO:2704 501 0011 9	920.050	755	45.87
				ACCT NO:2704 501 0004 4	920.060	755	48.78
CHECK GEN 59771 TOTAL							344.75
12/19/2016	GEN	59773*	STAPLES CREDIT PLAN PARKS DEPT	ACCT NO:6035 5178 1569 1307	726.000	756	142.77
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	4,169.39
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	507.00
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5	720.010	852	68.94
				BILLING NO:0226745-001 5	720.020	852	197.47
CHECK GEN 59805 TOTAL							266.41
12/29/2016	GEN	59811*#	CONSUMERS ENERGY	ACCT NO:1000 6684 0701	920.070	755	128.80
Total for fund 208 Park Fund							5,559.12
Fund: 211 Trails Improvement Fund							
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	46.53
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	7.67
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5	720.010	852	2.30
				BILLING NO:0226745-001 5	720.020	852	5.07
CHECK GEN 59805 TOTAL							7.37
Total for fund 211 Trails Improvement Fund							61.57
Fund: 249 Building Fund							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 249 Building Fund							
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	1,910.27
12/27/2016	GEN	59782	GENESEE CO. BLDG. OFFICIALS ASSOC. 2017 ANNUAL MEMBERSHIP		861.000	371	75.00
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	248.62
12/27/2016	GEN	59785	HOLMES STAMP & SIGN	ACCT#407008 BLDG. DEPT. STAMP	740.000	371	66.90
12/27/2016	GEN	59789	MI. ASSOC. OF CODE	2017 ANNUAL MEMBERSHIP DUES	861.000	371	42.00
12/27/2016	GEN	59798	PREMIER BUSINESS PRODUCTS	ACCT NO:CL9038-001 INK FOR BLDG DEPT.	726.000	371	474.50
12/27/2016	GEN	59799	PX2 AUTOMOTIVE	2014 YUKON OIL CHANGE - BLDG DEPT.	930.000	371	77.58
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5	720.010	852	45.96
				BILLING NO:0226745-001 5	720.020	852	151.38
				CHECK GEN 59805 TOTAL			<u>197.34</u>
				Total for fund 249 Building Fund			3,092.21
Fund: 280 Historic District Commission							
12/19/2016	GEN	59771*#	DTE ENERGY	ACCT NO:2704 501 0003 6	920.000	265	32.25
				ACCT NO:2704 501 0001 0	920.000	265	99.20
				CHECK GEN 59771 TOTAL			<u>131.45</u>
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	1,048.73
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	103.35
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5	720.010	852	15.32
				BILLING NO:0226745-001 5	720.020	852	36.68
				CHECK GEN 59805 TOTAL			<u>52.00</u>
12/29/2016	GEN	59811*#	CONSUMERS ENERGY	ACCT NO:1000 2318 6271	920.000	265	82.68
				ACCT NO:1000 5513 1245	920.000	265	199.94
				CHECK GEN 59811 TOTAL			<u>282.62</u>
				Total for fund 280 Historic District Commission			1,618.15
Fund: 408 Land Preservation Fund							
12/19/2016	GEN	59771*#	DTE ENERGY	ACCT NO:2704 501 0006 9	920.060	755	55.44

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 408 Land Preservation Fund							
12/19/2016	GEN	59773*	STAPLES CREDIT PLAN PARKS DEPT	ACCT NO:6035 5178 1569 1307	726.000	756	25.19
12/27/2016	GEN	59778*	BLUE CROSS BLUE SHIELD OF MICHIGAN GROUP:007011522710		720.000	852	1,398.16
12/27/2016	GEN	59784*	GUARDIAN	GROUP ID:00 515919 DIVISION:0000	720.000	852	155.03
12/27/2016	GEN	59805*	UNUM LIFE INSURANCE	BILLING NO:0226745-001 5	720.010	852	22.98
				BILLING NO:0226745-001 5	720.020	852	67.45
				CHECK GEN 59805 TOTAL			90.43
				Total for fund 408 Land Preservation Fund			1,724.25
Fund: 701 Trust & Agency Fund							
12/27/2016	GEN	59791	OAKLAND CO TREASURER	TRAILER TAX REPORT NOVEMBER 2016	274.040	000	785.00
12/27/2016	GEN	59806	ICMA RETIREMENT TRUST - 457	PLAN NO:301363 PAYROLL:12/30/16	231.000	000	2,409.80
12/27/2016	GEN	59807	ICMA IRA PLAN	PLAN NO:705573 PAYROLL:12/30/16	231.020	000	645.00
12/27/2016	GEN	59808	OAKLAND TWP FIREFIGHTERS UNION	DUE TO LOCAL#4918 OTFF UNION	231.055	000	175.00
12/29/2016	GEN	59809	AFLAC	ACCT NO:CH811	231.010	000	389.38
				Total for fund 701 Trust & Agency Fund			4,404.18
				TOTAL - ALL FUNDS			64,388.49
				'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND			
				'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT			

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank GEN General Disbursements (Pooled)					
01/10/2017	GEN	59813	ALLY	ALLY	403.99
01/10/2017	GEN	59814	AMERISPEED	AMERICAN SPEEDY PRINTING CENTERS	1,052.40
01/10/2017	GEN	59815	BALL GREG	GREG BALL	750.00
01/10/2017	GEN	59816	BLDG BONDS	UPLAND PROPERTIES INC	1,000.00
01/10/2017	GEN	59817	BLDG BONDS	BARBARA BARBER	450.00
01/10/2017	GEN	59818	BLDG BONDS	NEWMARK HOMES OF MICHIGAN	1,000.00
01/10/2017	GEN	59819	BLDG BONDS	DANIEL HAGEDON	500.00
01/10/2017	GEN	59820	BLDG BONDS	SPRINGER'S CARPENTRY, LLC	500.00
01/10/2017	GEN	59821	BLDG BONDS	ALBERTO FERRERO	500.00
01/10/2017	GEN	59822	BLDG BONDS	SUSAN WRIGHT	200.00
01/10/2017	GEN	59823	BOMBARD	JANE BOMBARD	60.00
01/10/2017	GEN	59824	BOSTICK CT	BOSTICK TRUCK CENTER	137.35
01/10/2017	GEN	59825	BRANTLEY	BRANTLEY DEVELOPMENT LLC	628.00
01/10/2017	GEN	59826	BURGESS	NICHOLAS M.BURGESS	750.00
01/10/2017	GEN	59827	C&G	C&G NEWSPAPERS	306.00
01/10/2017	GEN	59828	CARLISLE	CARLISLE WORTMAN ASSOCIATES, INC.	3,152.50
01/10/2017	GEN	59829	CASADAI	JOHN CASADAI	18.75
01/10/2017	GEN	59830	CONSUMERS	CONSUMERS ENERGY	1,402.60
01/10/2017	GEN	59831	DEE CRAMER	DEE CRAMER HEATING & COOLING	710.28
01/10/2017	GEN	59832	DESIGN&QUA	DESIGN & QUALITY ELECTRIC INC	325.00
01/10/2017	GEN	59833	DIEHR J	JONATHAN DIEHR	750.00
01/10/2017	GEN	59834	DIGICOM	DIGICOM GLOBAL, INC.	484.00
01/10/2017	GEN	59835	ELDER P	PAUL ELDER	73.94
01/10/2017	GEN	59836	EMERVEH	EMERGENCY VEHICLES PLUS	7,639.27
01/10/2017	GEN	59837	ENVIRONMEN	ENVIRONMENT BY DESIGN, INC.	7,878.55
01/10/2017	GEN	59838	FIRST TACT	FIRST TACTICAL	419.93
01/10/2017	GEN	59839	FLAGSTAR	FLAGSTAR BANK	1,726.12
01/10/2017	GEN	59840	GFS	GFS GORDON FOOD SERVICE, INC	228.11
01/10/2017	GEN	59841	GIARMARCO	GIARMARCO, MULLINS & HORTON, P.C.	8,250.00
01/10/2017	GEN	59842	HANCOCK	JOHN HANCOCK LIFE INSURANCE COMPANY	23,254.22
01/10/2017	GEN	59843	HASTINGS	HASTINGS AIR-ENERGY CONTROL INC	750.90
01/10/2017	GEN	59844	IT RIGHT	IT RIGHT	631.50
01/10/2017	GEN	59845	J&B MEDICA	J & B MEDICAL SUPPLY, INC	323.81
01/10/2017	GEN	59846	JONES	JONES & BARTLETT LEARNING	391.34
01/10/2017	GEN	59847	KATICH	TOM KATICH	2,205.45
01/10/2017	GEN	59848	KYLE BLDRS	KYLE BUILDERS INC	1,000.00
01/10/2017	GEN	59849	LOCHIRCO	LOCHIRCO CUSTOM HOMES	500.00
01/10/2017	GEN	59850	LUDINGTON	DAVE LUDINGTON	750.00
01/10/2017	GEN	59851	MAFC	MICH ASSOC OF FIRE CHIEFS	85.00
01/10/2017	GEN	59852	MI CHANDEL	MICHIGAN CHANDELIER - SF	26.07
01/10/2017	GEN	59853	MJC WYNSTO	MJC WYNSTONE LLC	1,000.00
01/10/2017	GEN	59854	MOCERI CUS	MOCERI CUSTOM HOMES, LLC	1,000.00
01/10/2017	GEN	59855	NELCO	NELCO SUPPLY CO	160.00
01/10/2017	GEN	59856	OC ROADCO	ROAD COMMISSION FOR OAKLAND CO	95.66
01/10/2017	GEN	59857	OC SHERIFF	OAKLAND CO SHERIFF'S DEPT	182,661.80
01/10/2017	GEN	59858	OC TA	OAKLAND CO TREASURERS' ASSOCIATION	40.00
01/10/2017	GEN	59859	OCATS	OAKLAND CO ASSOC OF TWP SUPERVISORS	125.00
01/10/2017	GEN	59860	OFF DEPOT	OFFICE DEPOT	1,048.41
01/10/2017	GEN	59861	OREILLY	OREILLY AUTOMOTIVE INC	128.39
01/10/2017	GEN	59862	PARROTT J	JAMES PARROTT	4,328.00
01/10/2017	GEN	59863	PAYCHEX	PAYCHEX OF NEW YORK LLC	2,164.52
01/10/2017	GEN	59864	PEA	PROFESSIONAL ENGINEERING ASSOCIATES	20,769.75
01/10/2017	GEN	59865	PEA	VOID	0.00 V
01/10/2017	GEN	59866	PEA	VOID	0.00 V
01/10/2017	GEN	59867	PION PRO	PIONEER PRODUCTS, INC	394.68
01/10/2017	GEN	59868	PRANGE	HOLLY PRANGE	750.00
01/10/2017	GEN	59869	PRAXAIR	PRAXAIR DISTRIBUTION, INC.	239.25
01/10/2017	GEN	59870	ROSATI	SCOTT M ROSATI	750.00
01/10/2017	GEN	59871	SKALNEK FO	SKALNEK FORD	36.95
01/10/2017	GEN	59872	SMITHER	JIM SMITHER	2,610.25
01/10/2017	GEN	59873	SPRINT	SPRINT	3,669.53
01/10/2017	GEN	59874	SUEDIEHR	SUE DIEHR	152.74
01/10/2017	GEN	59875	VAN HORN	VAN HORN TRUCK PARTS INC	71.49
01/10/2017	GEN	59876	WARUNEK R	RANDY WARUNEK	2,315.00
01/10/2017	GEN	59877	WASTE MGMT	WASTE MANAGEMENT OF MICHIGAN	1,140.21
01/10/2017	GEN	59878	WASTE MGMT	WASTE MANAGEMENT OF MICHIGAN	2,224.80
01/10/2017	GEN	59879	WASTE MGMT	WASTE MANAGEMENT OF MICHIGAN	1,112.40
01/10/2017	GEN	59880	WEX BANK	WEX BANK	1,914.28
01/10/2017	GEN	59881	WORKNGJUD	JUDITH WORKINGS	18.75
01/10/2017	GEN	59882	YOUNG D	DEREK YOUNG	750.00

GEN TOTALS:

Total of 70 Checks:	302,886.94
Less 2 Void Checks:	0.00
Total of 68 Disbursements:	302,886.94

01/05/2017 11:49 AM
 User: GCIPRIANI
 DB: Oakland Township

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHIP OF OAKLAND
 CHECK DATE FROM 01/10/2017 - 01/10/2017

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/10/2017	GEN	59813	ALLY	TRANSVERSE LEASE PAYMENT 611921172883	930.010	101	403.99
01/10/2017	GEN	59823	JANE BOMBARD	ZBA MEETING MINUTES 12/20/16	702.020	722	60.00
01/10/2017	GEN	59825	BRANTLEY DEVELOPMENT LLC	OPC SENIOR SNOW REMOVAL PROGRAM	930.030	747	385.00
				OPC SNOW REMOVAL PROGRAM 12/19/16	930.030	747	243.00
				CHECK GEN 59825 TOTAL			<u>628.00</u>
01/10/2017	GEN	59827	C&G NEWSPAPERS	ACCT#C19039 BOT MTGS. 12/13/16	900.000	101	306.00
01/10/2017	GEN	59828*#	CARLISLE WORTMAN ASSOCIATES, INC.	CLIENT NO:334 RETAINER	805.013	721	950.00
				CLIENT NO:334 2016 MASTER PLAN	805.013	721	1,932.50
				CHECK GEN 59828 TOTAL			<u>2,882.50</u>
01/10/2017	GEN	59829	JOHN CASADAI	BOARD OF REVIEW	702.000	247	18.75
01/10/2017	GEN	59830*	CONSUMERS ENERGY	ACCT NO:1000 0027 7333	920.000	265	600.25
01/10/2017	GEN	59831	DEE CRAMER HEATING & COOLING	GENERAL SERVICE AND LABOR - TWP HALL	820.000	265	219.00
				INSTALL NEW HONEYWELL WIFI TSTAT -	820.005	265	389.28
				GENERAL LABOR - CIDER MILL	820.005	265	102.00
				CHECK GEN 59831 TOTAL			<u>710.28</u>
01/10/2017	GEN	59837	ENVIRONMENT BY DESIGN, INC.	SNOW REMOVAL AND SALT TOWNSHIP HALL AND	820.020	265	5,595.75
				SNOW REMOVAL AND SALT TOWNSHIP HALL AND	820.025	265	2,282.80
				CHECK GEN 59837 TOTAL			<u>7,878.55</u>
01/10/2017	GEN	59839*#	FLAGSTAR BANK	DUES, POSTAGE, EQUIPMENT MAINTENANCE,	956.000	101	116.00
01/10/2017	GEN	59840*#	GFS GORDON FOOD SERVICE, INC	CUST NO:124810001 KITCHEN SUPPLIES	956.000	101	128.09
01/10/2017	GEN	59841	GIARMARCO, MULLINS & HORTON, P.C.	GENERAL AND PROSECUTIONS JANUARY 2017	804.000	101	6,750.00
				GENERAL AND PROSECUTIONS JANUARY 2017	804.010	101	1,500.00
				CHECK GEN 59841 TOTAL			<u>8,250.00</u>
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	6,003.95
01/10/2017	GEN	59844*#	IT RIGHT	COMPUTER SERVICES	818.000	265	6.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/10/2017	GEN	59856	ROAD COMMISSION FOR OAKLAND CO	CUST NO:101479 STREET LIGHT MAINTENANCE	920.000	449	95.66
01/10/2017	GEN	59858	OAKLAND CO TREASURERS' ASSOCIATION	2017 ACTIVE MEMBER DUES	956.010	253	20.00
				2017 MEMBERSHIP DUES	956.010	253	20.00
				CHECK GEN 59858 TOTAL			<u>40.00</u>
01/10/2017	GEN	59859	OAKLAND CO ASSOC OF TWP	2017 MEMBERSHIP DUES	956.010	171	125.00
01/10/2017	GEN	59860*#	OFFICE DEPOT	ACCT NO:40576711 ENVELOPES AND COPY	726.000	101	127.79
				ACCT NO:40576711 TONER CARTRIDGE	726.000	101	139.99
				ACCT NO:40576711 GENERAL OFFICE	726.000	101	476.03
				ACCT NO:40576711 PHONE CORD	726.000	101	6.87
				CHECK GEN 59860 TOTAL			<u>750.68</u>
01/10/2017	GEN	59863	PAYCHEX OF NEW YORK LLC	BIWEEKLY PAYROLL 12/30/16	803.000	215	313.21
				BIWEEKLY PAYROLL 11/18/16	803.000	215	300.61
				PER DIEM PAYROLL 1/06/16	803.000	215	1,550.70
				CHECK GEN 59863 TOTAL			<u>2,164.52</u>
01/10/2017	GEN	59864*#	PROFESSIONAL ENGINEERING	OA27-131 OAK ARBOR CREST	607.020	000	(118.12)
				OA27-122A APPLEWOOD MEADOWS PHASE 2	607.020	000	(131.25)
				OA22-010.LOM OAKLAND HUNT- LOMBARDO	607.020	000	(284.37)
				OA14-004G TWIN LAKES II SITE CONDO	607.020	000	(13.12)
				OA02-023A.LOM WYNSSTONE SOUTH -	607.020	000	(318.75)
				OA02-023.LOM WYNSSTONE - LOMBARDO	607.020	000	(133.12)
				CHECK GEN 59864 TOTAL			<u>(998.73)</u>
01/10/2017	GEN	59873*#	SPRINT	ACCT NO:799679817 11/07 - 12/06/16	956.000	265	56.20
				ACCT NO:799679817 11/07 - 12/06/16	956.000	265	2,045.57
				CHECK GEN 59873 TOTAL			<u>2,101.77</u>
01/10/2017	GEN	59874	SUE DIEHR	EXPENSE REIMBURSEMENT CAR RENTAL & BODY	956.000	101	152.74
01/10/2017	GEN	59878	WASTE MANAGEMENT OF MICHIGAN	CUST ID:6-86073-12006	920.000	265	2,224.80
01/10/2017	GEN	59879	WASTE MANAGEMENT OF MICHIGAN	CUST ID:14-90892-52002	920.005	265	1,112.40
01/10/2017	GEN	59880*#	WEX BANK	ACCT NO:0496-00-171435-1	741.000	101	56.01
01/10/2017	GEN	59881	JUDITH WORKINGS	BOARD OF REVIEW	702.000	247	18.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				Total for fund 101 GENERAL FUND			35,836.46
Fund: 206 Fire Fund							
01/10/2017	GEN	59815	GREG BALL	EMS FOOD ALLOWANCE	740.005	336	750.00
01/10/2017	GEN	59824	BOSTICK TRUCK CENTER	EQUIPMENT MAINTENANCE - FIRE DEPT.	930.010	338	136.42
				EQUIPMENT MAINTENANCE - FIRE DEPT.	930.010	338	0.93
				CHECK GEN 59824 TOTAL			<u>137.35</u>
01/10/2017	GEN	59826	NICHOLAS M.BURGESS	EMS FOOD ALLOWANCE	740.005	336	750.00
01/10/2017	GEN	59830*	CONSUMERS ENERGY	ACCT NO:1000 0027 7366	920.000	265	643.08
01/10/2017	GEN	59833	JONATHAN DIEHR	EMS FOOD ALLOWANCE	740.005	336	750.00
01/10/2017	GEN	59834	DIGICOM GLOBAL, INC.	FIRE PAGER	980.338	901	484.00
01/10/2017	GEN	59835	PAUL ELDER	EXPENSE REIMBURSEMENT - AHA CPR	900.000	342	73.94
01/10/2017	GEN	59836	EMERGENCY VEHICLES PLUS	CUST NO:1036 INSPECTION AND SERVICE	930.000	338	990.86
				CUST NO:1036 INSPECTION AND SERVICE	930.000	338	1,259.46
				CUST NO:1036 INSPECTION AND SERVICE	930.000	338	1,203.65
				CUST NO:1036 INSPECTION AND SERVICE	930.000	338	1,454.11
				CUST NO:1036 INSPECTION AND SERVICE	930.000	338	1,240.60
				CUST NO:1036 INSPECTION AND SERVICE	930.000	338	865.16
				CUST NO:1036 WASHER PUMP REPAIR	930.000	338	625.43
				CHECK GEN 59836 TOTAL			<u>7,639.27</u>
01/10/2017	GEN	59838	FIRST TACTICAL	CUST#:2191 TACTIX EMS PANTS	740.050	336	419.93
01/10/2017	GEN	59839*#	FLAGSTAR BANK	DUES, POSTAGE, EQUIPMENT MAINTENANCE,	740.050	336	320.07
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	956.000	336	539.34
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	930.010	338	50.04
				CHECK GEN 59839 TOTAL			<u>909.45</u>
01/10/2017	GEN	59840*#	GFS GORDON FOOD SERVICE, INC	CUST #:124810001 FIRE DEPT.	956.000	336	21.23
				CUST#124810001 FIRE DEPT.	956.000	336	78.79
				CHECK GEN 59840 TOTAL			<u>100.02</u>
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	8,020.92
				CONTRACT#89219 PENSION	722.000	852	1,876.86
				CHECK GEN 59842 TOTAL			<u>9,897.78</u>

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 Fire Fund							
01/10/2017	GEN	59843	HASTINGS AIR-ENERGY CONTROL INC	CUST ID:OAKFD02	930.010	338	595.95
				CUST ID:OAKFD01 SERVICE AND LABOR	930.010	338	154.95
				CHECK GEN 59843 TOTAL			<u>750.90</u>
01/10/2017	GEN	59845	J & B MEDICAL SUPPLY, INC	CUST NO:1348 MEDICAL SUPPLIES	740.010	336	323.81
01/10/2017	GEN	59846	JONES & BARTLETT LEARNING	FIRE DEPT, EDUCATION - BOOKS	863.000	336	391.34
01/10/2017	GEN	59850	DAVE LUDINGTON	EMS FOOD ALLOWANCE	740.005	336	750.00
01/10/2017	GEN	59851	MICH ASSOC OF FIRE CHIEFS	2017 ANNUAL MEMBERSHIP	956.010	336	85.00
01/10/2017	GEN	59852	MICHIGAN CHANDELIER - SF	LIGHTING SUPPLIES - FIRE DEPT.	820.000	265	26.07
01/10/2017	GEN	59855	NELCO SUPPLY CO	ACCT NO:273 FIRE STATION #2	820.000	265	52.30
				ACCT NO:273 FIRE STATION	820.000	265	107.70
				CHECK GEN 59855 TOTAL			<u>160.00</u>
01/10/2017	GEN	59857*#	OAKLAND CO SHERIFF'S DEPT	CUST NO:SHF00000020 NOV.2016	805.000	340	1,777.13
01/10/2017	GEN	59860*#	OFFICE DEPOT	ACCT NO:40576711 SILVER CLIP STYLUS	726.000	336	3.67
				ACCT NO:40576711 OFFICE SUPPLIES - FIRE	726.000	336	294.06
				CHECK GEN 59860 TOTAL			<u>297.73</u>
01/10/2017	GEN	59861	OREILLY AUTOMOTIVE INC	CUST NO:1818528	930.000	338	128.39
01/10/2017	GEN	59867	PIONEER PRODUCTS, INC	CLASS A FIRE FOAM	930.010	338	394.68
01/10/2017	GEN	59868	HOLLY PRANGE	EMS FOOD ALLOWANCE	740.005	336	750.00
01/10/2017	GEN	59869	PRAXAIR DISTRIBUTION, INC.	CUST NO:71811486	740.010	336	97.14
				CUST NO:71891485	740.010	336	106.68
				CUST NO:71456531	740.010	336	35.43
				CHECK GEN 59869 TOTAL			<u>239.25</u>
01/10/2017	GEN	59870	SCOTT M ROSATI	EMS FOOD ALLOWANCE	740.005	336	750.00
01/10/2017	GEN	59871	SKALNEK FORD	VEHICLE MAINTENANCE - FIRE DEPT.	930.000	338	36.95
01/10/2017	GEN	59873*#	SPRINT	ACCT NO:799679817 11/07 - 12/06/16	850.010	340	696.48
01/10/2017	GEN	59875	VAN HORN TRUCK PARTS INC	VEHICLE MAINTENANCE - FIRE DEPT.	930.000	338	46.50
				EQUIPMENT MAINTENANCE-FIRE DEPT.	930.010	338	24.99

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 Fire Fund							
				CHECK GEN 59875 TOTAL			71.49
01/10/2017	GEN	59877	WASTE MANAGEMENT OF MICHIGAN	CUST ID:6-88863-12006	920.000	265	1,140.21
01/10/2017	GEN	59880*#	WEX BANK	ACCT NO:0496-00-171435-1	741.000	338	1,533.17
01/10/2017	GEN	59882	DEREK YOUNG	EMS FOOD ALLOWANCE	740.005	336	750.00
				Total for fund 206 Fire Fund			33,607.42
Fund: 207 POLICE FUND							
01/10/2017	GEN	59830*	CONSUMERS ENERGY	ACCT NO:1000 0027 7390	920.000	265	159.27
01/10/2017	GEN	59857*#	OAKLAND CO SHERIFF'S DEPT	CUST NO:SHF00000020 NOV.2016	818.000	301	168,925.33
				CUST NO:SHF00000020 NOV.2016	818.010	301	11,959.34
				CHECK GEN 59857 TOTAL			180,884.67
01/10/2017	GEN	59873*#	SPRINT	ACCT NO:799679817 11/07 - 12/06/16	850.000	265	197.45
				Total for fund 207 POLICE FUND			181,241.39
Fund: 208 Park Fund							
01/10/2017	GEN	59839*#	FLAGSTAR BANK	DUES, POSTAGE, EQUIPMENT MAINTENANCE,	930.010	755	75.94
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	930.012	755	65.96
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	930.017	755	33.98
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	726.010	756	6.80
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	740.000	756	63.00
				DUES, POSTAGE, EQUIPMENT MAINTENANCE,	801.010	756	48.00
				CHECK GEN 59839 TOTAL			293.68
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	3,247.09
01/10/2017	GEN	59873*#	SPRINT	ACCT NO:799679817 11/07 - 12/06/16	850.010	756	529.10
				Total for fund 208 Park Fund			4,069.87
Fund: 211 Trails Improvement Fund							
01/10/2017	GEN	59828*#	CARLISLE WORTMAN ASSOCIATES, INC.	CLIENT NO:334 SAFETY PATHS & TRAILS	805.000	802	270.00
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	78.57

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 211 Trails Improvement Fund							
01/10/2017	GEN	59864*#	PROFESSIONAL ENGINEERING	OA30-019 BOARDWALK-SAFETY PATH SILVER	805.000	802	4,264.25
Total for fund 211 Trails Improvement Fund							4,612.82
Fund: 249 Building Fund							
01/10/2017	GEN	59814	AMERICAN SPEEDY PRINTING CENTERS	BUILDING DEPT. - INSPECTION STICKERS	900.000	371	1,052.40
01/10/2017	GEN	59816	UPLAND PROPERTIES INC	3774 CHESTNUT CT.	283.000	000	1,000.00
01/10/2017	GEN	59817	BARBARA BARBER	1395 E. SNELL RD.	283.000	000	450.00
01/10/2017	GEN	59818	NEWMARK HOMES OF MICHIGAN	5702 KENNEBUNK DR.	283.000	000	1,000.00
01/10/2017	GEN	59819	DANIEL HAGEDON	4577 FAWN HILL CT.	283.000	000	500.00
01/10/2017	GEN	59820	SPRINGER'S CARPENTRY, LLC	3101 BRIDLEWOOD DR.	283.000	000	500.00
01/10/2017	GEN	59821	ALBERTO FERRERO	5222 BELMONTE DR.	283.000	000	500.00
01/10/2017	GEN	59822	SUSAN WRIGHT	66 LETTS RD.	283.000	000	200.00
01/10/2017	GEN	59839*#	FLAGSTAR BANK	DUES, POSTAGE, EQUIPMENT MAINTENANCE,	930.000	371	300.00
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	2,268.99
01/10/2017	GEN	59844*#	IT RIGHT	BUILDING DEPT. -PC PURCHASE	980.265	901	625.00
01/10/2017	GEN	59847	TOM KATICH	PLUMBING INSPECTIONS DECEMBER 2016	807.030	371	2,205.45
01/10/2017	GEN	59848	KYLE BUILDERS INC	2825 AMBLESIDE CT.	283.000	000	500.00
				3744 RED CEDAR CT.	283.000	000	500.00
CHECK GEN 59848 TOTAL							1,000.00
01/10/2017	GEN	59849	LOCHIRCO CUSTOM HOMES	5691 MYSTIC LN	283.000	000	500.00
01/10/2017	GEN	59853	MJC WYNSTONE LLC	583 BIRCHCREST CT.	283.000	000	1,000.00
01/10/2017	GEN	59854	MOCERI CUSTOM HOMES, LLC	2332 BELLA MAGNOLIA CT.	283.000	000	1,000.00
01/10/2017	GEN	59862	JAMES PARROTT	ELECTRICAL INSPECTIONS DECEMBER 2016	807.020	371	4,328.00
01/10/2017	GEN	59864*#	PROFESSIONAL ENGINEERING	OAGN-2016 OAKLAND 2016 GENERAL SERVICES	806.000	371	525.00
				OAFG-2016 FINAL GRADE INSPECTIONS 2016	806.000	371	2,275.00
				OAPP-2016 OAKLAND PLOT PLAN REVIEWS	806.000	371	1,125.00
CHECK GEN 59864 TOTAL							3,925.00
01/10/2017	GEN	59872	JIM SMITHER	MECHANICAL INSPECTIONS	807.040	371	2,610.25

25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 249 Building Fund							
01/10/2017	GEN	59873*#	SPRINT	ACCT NO:799679817 11/07 - 12/06/16	956.000	371	103.25
01/10/2017	GEN	59876	RANDY WARUNEK	BUILDING INSPECTIONS DECEMBER 2016	807.010	371	2,315.00
01/10/2017	GEN	59880*#	WEX BANK	ACCT NO:0496-00-171435-1	741.000	371	325.10
Total for fund 249 Building Fund							27,708.44
Fund: 280 Historic District Commission							
01/10/2017	GEN	59832	DESIGN & QUALITY ELECTRIC INC	CLF MAINTENANCE ELECTRICAL WORK	930.050	265	325.00
01/10/2017	GEN	59839*#	FLAGSTAR BANK	DUES, POSTAGE, EQUIPMENT MAINTENANCE,	956.010	803	99.00
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	627.55
Total for fund 280 Historic District Commission							1,051.55
Fund: 408 Land Preservation Fund							
01/10/2017	GEN	59839*#	FLAGSTAR BANK	DUES, POSTAGE, EQUIPMENT MAINTENANCE,	740.000	756	7.99
01/10/2017	GEN	59842*	JOHN HANCOCK LIFE INSURANCE	CONTRACT#89219 PENSION	722.000	852	1,130.29
01/10/2017	GEN	59873*#	SPRINT	ACCT NO:799679817 11/07 - 12/06/16	850.000	756	41.48
Total for fund 408 Land Preservation Fund							1,179.76
Fund: 590 Sewer Fund							
01/10/2017	GEN	59864*#	PROFESSIONAL ENGINEERING	PROJECT NO: OAS001 OAKLAND TWP.	806.000	536	238.00
Total for fund 590 Sewer Fund							238.00
Fund: 591 Water Fund							
01/10/2017	GEN	59864*#	PROFESSIONAL ENGINEERING	OAWM-002 WATER SYSTEM	806.000	536	210.00
Total for fund 591 Water Fund							210.00
Fund: 702 PLANNING ESCROW							
01/10/2017	GEN	59864*#	PROFESSIONAL ENGINEERING	OA27-131 OAK ARBOR CREST	288.037	000	472.50
				OA27-131 OAK ARBOR CREST	288.037	000	118.12
				OA27-122A APPLEWOOD MEADOWS PHASE 2	288.037	000	525.00
				OA27-122A APPLEWOOD MEADOWS PHASE 2	288.037	000	131.25
				OA14-004G TWIN LAKES II SITE CONDO	288.291	000	52.50
				OA14-004G TWIN LAKES II SITE CONDO	288.291	000	13.12
				OA02-023.LOM WYNSTONE - LOMBARDO	288.530	000	532.50
				OA02-023.LOM WYNSTONE - LOMBARDO	288.530	000	133.12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 702 PLANNING ESCROW							
				OA22-010.LOM OAKLAND HUNT- LOMBARDO	288.533	000	1,137.50
				OA22-010.LOM OAKLAND HUNT- LOMBARDO	288.533	000	284.37
				OA02-023A.LOM WYSNSTONE SOUTH -	288.625	000	1,275.00
				OA02-023A.LOM WYSNSTONE SOUTH -	288.625	000	318.75
				OA31-012 BLOSSOM CREEK	288.632	000	1,312.50
				OA31-012B CARILLON CREEK	288.632	000	1,890.00
				OA31-012A BLOSSOM SPRINGS	288.632	000	2,887.50
				OA31-011 BLOSSOM RIDGE	288.633	000	2,047.50
				CHECK GEN 59864 TOTAL			<u>13,131.23</u>
				Total for fund 702 PLANNING ESCROW			13,131.23
				TOTAL - ALL FUNDS			302,886.94

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Total for fund 101 GENERAL FUND	35,836.46
Total for fund 206 Fire Fund	33,607.42
Total for fund 207 POLICE FUND	181,241.39
Total for fund 208 Park Fund	4,069.87
Total for fund 211 Trails Improvement Fund	4,612.82
Total for fund 249 Building Fund	27,708.44
Total for fund 280 Historic District Commission	1,051.55
Total for fund 408 Land Preservation Fund	1,179.76
Total for fund 590 Sewer Fund	238.00
Total for fund 591 Water Fund	210.00
Total for fund 702 PLANNING ESCROW	13,131.23
TOTAL - ALL FUNDS	302,886.94



December 26, 2016
PEA Job No: OA28080 & OA32069

Mr. Dale Stuart, Township Manager
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

**RE: Cider Mill Connector and Silverbell Path Improvements
Oakland Township, Oakland County, Michigan
Payment Estimate No. 2 (Final Payment)**

Dear Mr. Stuart:

PEA, Inc. has prepared Payment Estimate No. 2 (Final Payment) for the above mentioned projects. In addition to Payment Estimate No. 2 application, we have included the following documents:

- Request for Final Payment Letter and Invoice, dated December 6, 2016, from the contractor, Birmingham Sealcoat, Inc. (BSI)
- Contractor's Declaration from, signed by BSI and dated October 4, 2016.
- Contractor's Certification form, signed by BSI on December 6, 2016 and approved by PEA on December 22, 2016. This form will require approval and execution by the Township.
- Waiver of Lien forms from the following subcontractors:
 - Advance Tree Experts, Inc.
 - Bowen Paving, Inc.
 - Wintergreen II
 - Bob Marcis (pavement striping contractor)
- Copies of the executed Performance, Labor & Material and Maintenance Bonds

On October 11, 2016, the Township Board approved Pay Estimate No. 1 in the amount of \$122,253.82 (Cider Mill Connector - \$76,857.52 and Silverbell Path - \$45,396.30). A retainage amount of \$13,583.76 (10% of the overall construction amount, Cider Mill Connector = \$8,539.72 and Silverbell Path = \$5,044.04) was held as a financial guarantee until final payment had been requested, which shall include all required contractor declaration, certification and waiver forms from the Contractor and their Subcontractors in order to finalize the project.

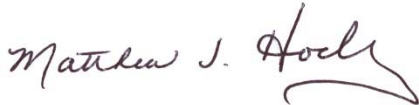
BSI has submitted the request for final payment and has submitted the necessary documentation, as listed above, for the release of the retainage amount and completion of the projects. In addition, we are including copies of the bonds, which includes the maintenance bond. The maintenance bond will in effect for 2-years after the date of final acceptance of the construction work, which will commence on the date of approval by the Township Board for final payment.

Therefore, we recommend approval for the final payment associated with Pay Estimate No. 2, in the amount of \$13,583.76, to Birmingham Sealcoat, Inc. for the completion of the Cider Mill Connector and Silverbell Path projects.

If you have any questions or comments, please contact our office.

Sincerely,

PEA, Inc.



Matthew J. Hocking, PE
Senior Project Engineer

Enclosure: Application for Payment No. 2 (Final Payment) – Cider Mill Connector
 Application for Payment No. 2 (Final Payment) – Silverbell Path
 Request for Final Payment - BSI
 Contractor's Declaration form – BSI
 Contractor's Certification form – BSI
 Waivers of Lien forms
 Bonds – Performance, Labor & Material, Maintenance

Cc. Jamie Moore, Assistant Township Manager
 Libby Dwyer, SPTC Chairperson
 Andrew Hartwig, Birmingham Sealcoat, Inc.

**Cider Mill Connector Improvements
Pay Estimate No. 2
(Final Payment)**

Contractor: Birmingham Sealcoat, Inc.
Ryan Austin, President
Andrew Hartwig, VP of Operations
46 W. Shadbolt Unit B
Lake Orion, Michigan 48362
Phone: (248) 647-8373

Owner: Charter Township of Oakland
Safety Paths & Trailways Committee
4393 Collins Road
Rochester, Michigan 48306

For work completed thru: September 30, 2016

A.	Base Contract Amount	\$70,738.10
B.	Base Contract Deductions:	
	o Item #8 (8-inch CMP culvert with End-Sections)	(\$3,375.00)
	o Item #10 (Structure, Adjustment)	(\$500.00)
	o Item #17 (Class 'A' Sodding)	(\$390.00)
	o Item #22 (Crew Days)	(\$5,280.00)
C.	Base Contract Additions:	
	o Item #1 (Rem. & Dispose Trees, less than 6-inches)	\$1,100.00
	o Item #2 (Rem. & Dispose Trees, less than 6-inches)	\$1,950.00
	o Item #12 (Asphalt Curb, 6-inch)	\$2,291.58
	o Item #14 (Split Rail Wood Fence)	\$131.56
	o Item #16 (Topsoil, Seed & Mulch Restoration)	<u>\$836.00</u>
	Revised Base Contract Amount:	\$67,502.24
D.	Permits & Bonds	\$4,975.00
E.	Change Order Items	<u>\$12,920.00</u>
C.	Revised Contract Amount	\$85,397.24
D.	Value of Work Completed to Date (December 26, 2016)	\$85,397.24
E.	Retainage @ 10.00%	<u>(\$0.00)</u>
F.	Payment Value of Work Completed	\$85,397.24
G.	Less Previous Payments	<u>(\$76,857.52)</u>
H.	Amount Due Pay Estimate No. 2 (Final Payment)	\$8,539.72

**Silverbell Path Improvements
Pay Estimate No. 2
(Final Payment)**

Contractor: Birmingham Sealcoat, Inc.
Ryan Austin, President
Andrew Hartwig, VP of Operations
46 W. Shadbolt Unit B
Lake Orion, Michigan 48362
Phone: (248) 647-8373

Owner: Charter Township of Oakland
Safety Paths & Trailways Committee
4393 Collins Road
Rochester, Michigan 48306

For work completed thru: September 30, 2016

A.	Base Contract Amount	\$49,286.85
B.	Base Contract Deductions:	
o	Item #22 (Crew Days)	(\$5,720.00)
C.	Base Contract Additions:	
o	Item #4 (Structure, Adjustment)	<u>\$500.00</u>
	Revised Base Contract Amount:	\$44,066.85
D.	Permits & Bonds	\$1,250.00
E.	Change Order items	<u>\$5,123.50</u>
C.	Revised Contract Amount	\$50,440.35
D.	Value of Work Completed to Date (December 26, 2016)	\$50,440.35
E.	Retainage @ 10.00%	<u>(\$0.00)</u>
F.	Payment Value of Work Completed	\$50,440.35
G.	Less Previous Payments	<u>(\$45,396.31)</u>
H.	Amount Due Pay Estimate No. 2 (Final Payment)	\$5,044.04

Application for Payment No. 2 (Final Payment)

To Oakland Township (OWNER) Contract for **CIDER MILL CONNECTOR IMPROVEMENTS**, OWNER's Project No. N/A. Engineer's Project No. OA28080. For Work accomplished through the date of December 26, 2016.

ITEM	<u>CONTRACTOR'S SCHEDULE OF VALUES</u>			<u>WORK COMPLETED</u>		
	PLAN QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE	
<u>BASE CONTRACT ITEMS:</u>						
1	Rem. & Dispose of Tree & Stump, less than 6 inches	4 EA	275.00 \$	1,100.00	8 EA	\$ 2,200.00
2	Rem. & Dispose of Tree & Stump, 6-18 in.	1 EA	650.00 \$	650.00	4 EA	\$ 2,600.00
3	Remove Existing Gravel Path to Flagstar Bank	360 SFT	2.64 \$	950.40	360 SFT	\$ 950.40
4	Remove & Replace Asphalt Drive Approach	620 SFT	4.95 \$	3,069.00	620 SFT	\$ 3,069.00
5	Remove & Reconstruct Brickpaver Path	100 SFT	20.00 \$	2,000.00	100 SFT	\$ 2,000.00
6	Asphalt Safety Path	4800 SFT	4.65 \$	22,320.00	4800 SFT	\$ 22,320.00
7	Crushed Limestone Trail	364 SFT	9.75 \$	3,549.00	364 SFT	\$ 3,549.00
8	8" CMP Culvert (16 Ga.) with End-Sections	27 LF	125.00 \$	3,375.00	0 LF	\$ -
9	ACO Trench Drain with 6-inch Corrugated HDPE Piping	39 LF	40.00 \$	1,560.00	39 LF	\$ 1,560.00
10	Structure, Adjustment	2 EA	500.00 \$	1,000.00	1 EA	\$ 500.00
11	Pavt. Marking, Crosswalk, 12 inch, White	35 LF	12.86 \$	450.10	35 LF	\$ 450.10
12	Asphalt Curb, 6 inch	12 LF	83.33 \$	999.96	39.5 LF	\$ 3,291.54
13	Boulder Retaining Wall	40 SFT	175.00 \$	7,000.00	40 SFT	\$ 7,000.00
14	Split Rail Wood Fence	76 LF	32.89 \$	2,499.64	80 LF	\$ 2,631.20
15	Viburnum Dentatum Shrubs, minimum 4-feet in height	3 EA	175.00 \$	525.00	3 EA	\$ 525.00
16	Topsoil, Seed & Mulch Restoration	900 SY	4.40 \$	3,960.00	1090 SY	\$ 4,796.00
17	Class 'A' Sodding	25 SY	78.00 \$	1,950.00	20 SY	\$ 1,560.00
18	Soil Erosion & Sedimentation Control Measures	1 LS	1,950.00 \$	1,950.00	1 LS	\$ 1,950.00
19	Clearing & Grubbing	1 LS	1,550.00 \$	1,550.00	1 LS	\$ 1,550.00
20	Traffic Control	1 LS	3,500.00 \$	3,500.00	1 LS	\$ 3,500.00
21	Mobilization	1 LS	1,500.00 \$	1,500.00	1 LS	\$ 1,500.00
22	Crew Days	12 DAYS	440.00 \$	5,280.00	0 DAYS	\$ -
<u>BASE CONTRACT TOTAL:</u>			<u>\$ 70,738.10</u>	<u>\$ 67,502.24</u>		

PERMIT & BOND REIMBURSEMENT ITEMS:

23	WRC Soil Erosion Permit	225.00	1 LS	\$	225.00
24	RCOC Permit & Inspection Fees	1,250.00	1 LS	\$	1,250.00
25	Performance Bond	3,500.00	1 LS	\$	3,500.00

PERMIT & BOND REIMBURSEMENT TOTAL:

\$ 4,975.00

CHANGE ORDER ITEMS:

26	Remove & Dispose of Large Dead Tree Branch over Path	450.00	1 LS	\$	450.00
27	Remove & Dispose of Four (4) Large Logs from Wooded Area	800.00	1 LS	\$	800.00
28	Swale Construction	2,200.00	1 LS	\$	2,200.00
29	Flagstar Sprinkler System	4,200.00	1 LS	\$	4,200.00
30	Restoration Behind Additional Asphalt Curb	500.00	1 LS	\$	500.00
31	Concrete - Trench Drain/Pad	1,395.00	1 LS	\$	1,395.00
32	Installation of two (2) 6-inch Diam. HDPE Culverts with End-Sections	125.00	27 LF	\$	3,375.00

CHANGE ORDER TOTAL:

\$ 12,920.00

SUB-TOTAL CONTRACT TO DATE

\$ 85,397.24

TOTAL CONTRACT AMOUNT TO DATE

\$ 85,397.24

Accompanying Documents

GROSS AMOUNT DUE	\$	85,397.24
LESS 10% RETAINAGE	\$	-
AMOUNT DUE TO DATE	\$	85,397.25
LESS PREVIOUS PAYMENTS	\$	76,857.52
AMOUNT DUE THIS APPLICATION	\$	8,539.72

CONTRACTOR'S DECLARATION

CONTRACTOR'S CERTIFICATION

CONTRACTOR WAIVER FORMS

Application for Payment No. 2 (Final Payment)

To Oakland Township (OWNER) Contract for **SILVERBELL PATH IMPROVEMENTS**, OWNER's Project No. N/A. Engineer's Project No. OA32069. For Work accomplished through the date of December 26, 2016.

ITEM	<u>CONTRACTOR'S SCHEDULE OF VALUES</u>			<u>WORK COMPLETED</u>	
	PLAN QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
<u>BASE CONTRACT ITEMS:</u>					
1	Rem. & Dispose of Tree & Stump, 6-18 in.	1 EA	850.00 \$	850.00	1 EA \$ 850.00
2	Asphalt Safety Path	5115 SFT	4.65 \$	23,784.75	5115 SFT \$ 23,784.75
3	A.D.A. Sidewalk Ramp w/ Detectible Warning Device	2 EA	2,500.00 \$	5,000.00	2 SFT \$ 5,000.00
4	Structure, Adjustment	1 EA	500.00 \$	500.00	2 EA \$ 1,000.00
5	Pavt. Marking, Crosswalk, 12 inch, White	35 LF	12.86 \$	450.10	35 LF \$ 450.10
6	Topsoil, Seed & Mulch Restoration	830 SY	5.40 \$	4,482.00	830 SY \$ 4,482.00
7	Soil Erosion & Sedimentation Control Measures	1 LS	1,950.00 \$	1,950.00	1 LS \$ 1,950.00
8	Clearing & Grubbing	1 LS	1,550.00 \$	1,550.00	1 LS \$ 1,550.00
9	Traffic Control	1 LS	3,500.00 \$	3,500.00	1 LS \$ 3,500.00
10	Mobilization	1 LS	1,500.00 \$	1,500.00	1 LS \$ 1,500.00
11	Crew Days	13 DAYS	440.00 \$	5,720.00	0 DAYS \$ -
<u>BASE CONTRACT TOTAL:</u>			<u>\$ 49,286.85</u>	<u>\$ 44,066.85</u>	
<u>PERMIT & BOND REIMBURSEMENT ITEMS:</u>					
12	RCOC Permit & Inspection Fees		1,250.00		1 EA \$ 1,250.00
<u>PERMIT & BOND REIMBURSEMENT TOTAL:</u>			<u>\$ 1,250.00</u>		
<u>CHANGE ORDER ITEMS:</u>					
13	Concrete Pavement adjacent to HC Ramp		1.35		110 SF \$ 148.50
14	Boulder Retaining Wall		175.00		25 SF \$ 4,375.00
15	Undercutting Unsuitable Subgrade		600.00		1 LS \$ 600.00
<u>CHANGE ORDER TOTAL:</u>			<u>\$ 5,123.50</u>		
<u>SUB-TOTAL CONTRACT TO DATE</u>					<u>\$ 50,440.35</u>
<u>TOTAL CONTRACT AMOUNT TO DATE</u>					<u>\$ 50,440.35</u>
Accompanying Documents		GROSS AMOUNT DUE		\$	50,440.35
<u>CONTRACTOR'S DECLARATION</u>		LESS 10% RETAINAGE		\$	-
<u>CONTRACTOR'S CERTIFICATION</u>		AMOUNT DUE TO DATE		\$	50,440.34
<u>CONTRACTOR WAIVER FORMS</u>		LESS PREVIOUS PAYMENTS		\$	45,396.30
		AMOUNT DUE THIS APPLICATION		\$	5,044.04



Birmingham Sealcoat Inc.
46 W. Shadbolt Unit B.
Lake Orion, MI 48362
September 29, 2016

PEA, Inc.
Matt Hocking
Senior Project Engineer
2430 Rochester Ct. Suite 100
Troy, Michigan 48083

Request for Payment
Cider Mill Connector & Silverbell Path Improvements
PEA Project Nos. OA28080 & OA32069

Dear Matt,

This is the submission for final payment request for the 10% retainage of the Cider Mill Connector and Silverbell Path Improvements.

Respectfully Submitted,

A handwritten signature in black ink that reads "Andrew Hartwig". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Hartwig
VP of Operations
Birmingham Sealcoat Inc.
248-935-8177 Mobile
248-647-8373 Main Office
andrew@birminghamsealcoat.com

Birmingham Sealcoat



Birmingham Sealcoat
 46 West Shadbolt St, Unit B, Lake Orion, MI 48362
 P 2486478373 F 2486282831
 info@birminghamsealcoat.com
 http://www.birminghamsealcoat.com/

Invoice

12/6/2016
 SINV2016-01201

Billing	Office Township of Oakland 4393 Collins Rd Rochester, MI 48306 USA
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Payment Terms
Net 30

Shipping / Location	Office Township of Oakland 4393 Collins Rd Rochester, MI 48306 USA
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Balance
\$13,583.76

Due Date
1/6/2017

Description
Invoice (12/6/2016 8:47:28 AM)

Items	Quantity	Unit Type	Unit Price	Extended Price	Hours	Rate	Subtotal
1	1	Each	\$8,539.72	\$8,539.72			\$8,539.72
<i>Cidermill Connector 10% Retainage</i>							
2	1	Each	\$5,044.04	\$5,044.04			\$5,044.04
<i>Silverbell Path 10% Retainage</i>							

Notes & Instructions
*Final Invoice for 10% Retainage
 Cider Mill Connector and Silverbell path Improvements
 PEA Project Nos. OA28080 & OA32069*

Invoice shows 10% of total pay request of \$122,253.74

Thank you.

Summary	
Labor	
Subtotal	\$13,583.76
Tax	\$0.00
Paid	
Balance	\$13,583.76

Terms & Conditions
Customer is bound by terms and conditions set forth in original signed bid form.



January 4, 2017
PEA Job No: OA3019

Mr. Dale Stuart
Township Manager
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

**RE: Eagle Creek Boardwalk
Oakland Township, Oakland County, Michigan
Payment Estimate No. 1**

Dear Mr. Stuart:

PEA, Inc. has prepared Payment Estimate No. 1 for the above mentioned project. In addition to Payment Estimate No. 1, we have included the Contractor's Affidavit and Declaration forms along the payment request submitted by L.J. Construction, Inc.

Based on the installed quantities per field inspections, the Contractor's Affidavit and Declaration forms and other available information, PEA recommends payment to L.J. Construction, Inc. in the amount of \$155,650.61 for construction work completed between October 3, 2016 and December 15, 2016.

Attached are copies of the Payment Estimate No. 1 Summary and Application sheets. The only outstanding construction work to be performed is the adhesion (gluing) of the composite surface rail cap to the railing structure. This remaining work has been reflected in items 2 & 3 of the Application sheet where the Contractor has requested payment for only 95% (0.95) of the lump sum items, with the remaining 5% to cover the cost for the uncompleted work.

Also noted in the Summary and Application sheets is the unit price pay item for the installation of the additional sections of helical screw extensions for the boardward foundation piers. In order to obtain specified bearing capacity for each helical screw pier, an additional 43 sections of 7-foot long helical screw extensions were required. The base bid generally called for two (2) 7-foot sections of piers. If the specified capacity was not obtained at a 14-foot depth, then an additional section was added in order to stabilize the pier.

Also included are the change order items, previously approved by the Township Manager, in the amount of \$1,395.00. The work associated with the change order items are as follows:

- An additional helical pier was installed near the stream crossing to help stabilize the boardwalk due to the increased width of the boardwalk from 8-feet (base bid) to 10-feet (approved alternate). The approved change order amount for this item is \$750.00.
- The galvanization of the steel beams for the portion of boardwalk crossing the stream. The approved change order amount for this item is \$645.00.

A five percent (5%) retainage amount of \$8,192.14 is recommended to be held as a financial guarantee until final payment has been requested which shall include all required final contractor declaration, affidavit and waiver forms from the Contractor and their Subcontractors (if any) in order to finalize the project.

If you have any questions or comments, please contact our office.

Sincerely,

PEA, Inc.



Jeffrey T. Smith, R.L.A., LEED A.P.
Project Manager

Enclosure: Application for Payment No. 1
 Request for Payment Summary – L.J. Construction, Inc.
 Contractor's Affidavit form – L.J. Construction, Inc.
 Contractor's Declaration form – L.J. Construction, Inc.

Cc. Libby Dwyer, SPTC Chairperson
 Brian Umphrey, L.J. Construction, Inc.

**Eagle Creek Boardwalk
Payment Estimate No. 1 Summary Sheet**

Contractor: L.J. Construction, Inc.
John Jocham, Vice President
Brian Umphrey, Controller
5863 S. Kingston Road
Clifford, Michigan 48727
Phone: (989) 761-0131

Owner: Charter Township of Oakland
Safety Paths & Trailways Committee
4393 Collins Road
Rochester, Michigan 48306

For work completed thru: December 15, 2016

A.	Contract – Base Items:	
	1. Concrete Sidewalk	\$8,000.00
	2. Boardwalk	\$88,110.00
	3. Boardwalk Bridge	\$31,535.00
	4. Wetland and Lawn Restoration w/ Stone Placement	\$12,000.00
B.	Contract – Alternate Items:	
	5. Alternate No. 1	\$4,340.00
	6. Alternate No. 2	(\$2,695.00)
	7. Alternate No. 4	\$18,110.00
C.	Contract – Unit Pricing Items:	
	8. Helical Screw Foundations – Additional Section	<u>\$9,030.00</u>
	Base Contract Amount:	\$168,430.00
D.	Change Order Items	<u>\$1,395.00</u>
E.	Revised Contract Amount	\$169,825.00
F.	Value of Work Completed to Date (December 15, 2016)	\$163,842.75
G.	Retainage @ 5.00%	<u>(\$8,192.14)</u>
H.	Payment Value of Work Completed	\$155,650.61
I.	Less Previous Payments	<u>(\$0.00)</u>
J.	Amount Due Pay Estimate No. 1	\$155,650.61

Application for Payment No. 1

To Oakland Township (OWNER) Contract for EAGLE CREEK BOARDWALK, OWNER's Project No. N/A. Engineer's Project No. OA3019. For Work accomplished through the date of December 15, 2016.

ITEM	<u>CONTRACTOR'S SCHEDULE OF VALUES</u>			<u>WORK COMPLETED</u>	
	PLAN QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
<u>CONTRACT - BASE ITEMS:</u>					
1	Concrete Sidewalk	1 LS	8,000.00 \$	8,000.00	1 LS \$ 8,000.00
2	Boardwalk (including railings, support structure, hardware and footings)	1 LS	88,110.00 \$	88,110.00	0.95 LS \$ 83,704.50
3	Boardwalk Bridge (including railings, support structure, hardware and footings)	1 LS	31,535.00 \$	31,535.00	0.95 LS \$ 29,958.25
4	Wetland and Lawn Restoration w/ Stone Placement (including all erosion control measures)	1 LS	12,000.00 \$	12,000.00	1 LS \$ 12,000.00
<u>CONTRACT - ALTERNATE ITEMS:</u>					
5	Alternate No. 1 - Provide 10-foot Wide Boardwalk in lieu of 8-foot Wide Boardwalk	1 LS	4,340.00 \$	4,340.00	1 LS \$ 4,340.00
6	Alternate No. 2 - Provide Helical Screw Anchors in lieu of Concrete Footings	1 LS	-2,695.00 \$	(2,695.00)	1 LS \$ (2,695.00)
7	Alternate No. 4 - Provide Composite Plastic Lumber Decking Surface for Entire 10-foot Wide Boardwalk	1 LS	18,110.00 \$	18,110.00	1 LS \$ 18,110.00
<u>CONTRACT - UNIT PRICING ITEMS:</u>					
8	Helical Screw Foundations - Additional Section	0 EA	210.00 \$	-	43 EA \$ 9,030.00
<u>CONTRACT TOTAL:</u>			<u>\$ 159,400.00</u>	<u>\$ 162,447.75</u>	
<u>CHANGE ORDER ITEMS:</u>					
9	Additional Helical Pier Near Stream Crossing		750.00	1 LS	\$ 750.00
10	Galvanization of Steel Beams at Stream Crossing		645.00	1 LS	\$ 645.00
<u>CHANGE ORDER TOTAL:</u>				<u>\$ 1,395.00</u>	
<u>SUB-TOTAL CONTRACT TO DATE</u>				<u>\$ 163,842.75</u>	
<u>TOTAL CONTRACT AMOUNT TO DATE</u>				<u>\$ 163,842.75</u>	
Accompanying Documents		GROSS AMOUNT DUE		\$ 163,842.75	
		LESS 5% RETAINAGE		\$ (8,192.14)	
<u>CONTRACTOR'S AFFIDAVIT</u>		AMOUNT DUE TO DATE		\$ 155,650.61	
<u>CONTRACTOR'S DECLARATION</u>		LESS PREVIOUS PAYMENTS		\$ -	
		AMOUNT DUE THIS APPLICATION		\$ 155,650.61	

Project: Eagle Creek Boardwalk
 Charter Township of Oakland
 PEA Project No. OA3019

Date: 12/16/2016

Contractor: L.J. Construction, Inc.
 5863 S. Kingston Road
 Clifford, MI 48727

CONTRACTOR PAY REQUEST #1

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	UNIT PRICING	QUANTITY PLACED	UNIT	AMOUNT	Placed	Amount
1	Concrete Sidewalk	\$8,000.00		1.00	LSUM	8,000.00		\$0.00
2	Boardwalk	\$88,110.00		0.95	LSUM	83,704.50		\$0.00
3	Boardwalk Bridge	\$31,535.00		0.95	LSUM	29,958.25		\$0.00
4	Wetland and Lawn Restoration w/Stone Placement	\$12,000.00		1.00	LSUM	12,000.00		\$0.00
Alternate No. 1	Provide 10' Wide Boardwalk in lieu of 8' Wide Boardwalk	\$4,340.00		1.00	LSUM	4,340.00		\$0.00
Alternate No. 2	Provide Helical Screw Anchors in Lieu of Concrete Footings	-\$2,695.00		1.00	LSUM	-2,695.00		\$0.00
Alternate No. 4	Provide Composite Plastic Lumber Decking Surface for Entire Boardwalk for 10' Wide Boardwalk	\$18,110.00		1.00	LSUM	18,110.00		\$0.00
Unit Pricing	Helical Screw Foundations - Additional Section		\$210.00	43.00	EA	9,030.00		\$0.00
CO	Additional Helical Pier at Stream Crossing	\$750.00		1.00	LSUM	750.00		\$0.00
CO	Galvanization of Steel Beams	\$645.00		1.00	LSUM	645.00		\$0.00
		\$160,795.00						\$0.00
	TOTAL AMOUNT PAY REQUEST #1					\$ 163,842.75		

Submitted by: 
 Brian M. Umphrey Controller

CONTRACTOR'S DECLARATION

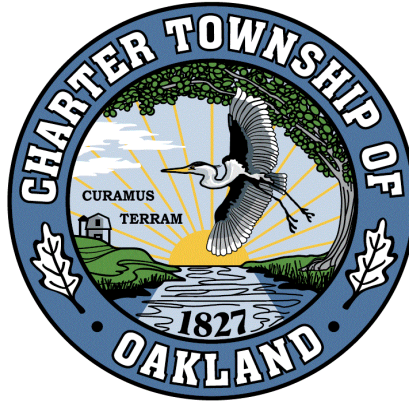
I hereby declare that I have not, during the period 10/3 to 12/15, A.D., 20 16, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from Charter Township of Oakland the Owner, or his agents, in addition to the regular items set forth in the contract numbered PEA 10, OA3019 and dated October 3, A.D., 20 16, for Eagle Creek Boardwalk executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Date: 12/16/2016

L. J. Construction, Inc.
(Contractor)

By Ben M G

Title Controller



MEMORANDUM

from

Dale A. Stuart

Township Manager

To: Township Board

Subject: Setting @oaklandtownship.org as the Official email address for BOT

Dated: January 6, 2017

For some time the official email address for the BOT has been @oaklandtownship.org. This address allows one official location for the receipt of Township communications to and from the Board of Trustees. This device allows the BOT to send and receive communications regarding township business. It also allows one site for analysis if the Township receives a FOIA request for BOT email communications.

It is recommended that all Trustees use this email address. It would be appropriate for the BOT to adopt a policy statement that states that @oaklandtownship.org will be used by all BOT members for their Township communications.

Memo

To: Board of Trustees
From: Jamie Moore
Date: January 5, 2017
Re: No Haz 2017

The North Oakland Household Hazardous Waste Consortium (No Haz) was formed to provide residents with a safe, reliable and environmentally responsible way to dispose of household hazardous waste. The township has participated in No Haz since 2007.

Attached is the 2017 Interlocal agreement for participation in the program. The price per car has increased from \$29.25 to \$36.15. This increase is due to the increased cost of recycling certain electronic waste. The No Haz board considered whether or not to accept this waste to save costs but with little other recycling options available to residents, that was not a good solution. However, the County is giving municipalities who charge an option to increase the fee from \$10 to \$15. As of today's date, the Oakland County No Haz Coordinator Whitney Calio has not heard that any communities wish to make this change to \$15 for 2017.

The 2016 No Haz Communities and their charges are as follows:

- Addison Township - \$10
- Clarkston - \$10
- Groveland Township - \$10
- Independence Township- \$10
- Lake Angelus – FREE
- Lake Orion Village - FREE
- Leonard Village - \$10
- Oakland Township - \$10
- Orion Township - FREE
- Oxford Township - FREE
- Oxford Village – FREE
- Pontiac - \$10
- Rochester – FREE
- Rochester Hills - \$10
- Rose Township - \$10
- Springfield Township - \$10
- Waterford Township - \$10

Per car fees paid by participating communities the past several years:

2012: \$35.13
2013: \$35.50
2014: \$36.00
2015: \$29.00
2016: \$29.25
2017: \$36.15

The interlocal agreement and resolution are due January 31, 2017.

Suggested motions:

To authorize approval of the 2017 No Haz agreement and authorize the Township Manager to sign.

To approve the 2017 No Haz Resolution with a _____ (\$0, \$10, or \$15) charge to residents and authorize the Township Manager to sign.

To appoint Assistant Manager Jamie Moore as the Oakland Township Municipal Agent to the No HAZ Board.

THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

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

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

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

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

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

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

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

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

Now Therefore be it Resolved: That our community, _____, [Oakland Township](#), hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we will charge residents \$___ to participate in NO HAZ events in 2017, and

Be it Further Resolved: That we hereby appoint Jamie Moore as our official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2017.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Trustees, at a regular meeting held on January 10, 2017.

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
[NAME OF MUNICIPALITY]**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and [Name and Address of Municipality] _____ ("MUNICIPALITY").

In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

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

3. GOALS OF THE PROGRAM:

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. OBJECTIVES OF THE PROGRAM:

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

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

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

- 5.1 **“ACCEPTABLE HAZARDOUS WASTE”** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **“ADMINISTRATIVE COSTS”** shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 **“AGENT” OR “AGENTS”** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 **“AGREEMENT”** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 **“CLAIM(S)”** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **“COLLECTION SCHEDULE”** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2017 year program in cooperation with the NO HAZ Board.
- 5.7 **“COLLECTION SITE PROTOCOL”** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NO HAZ VENDOR and NO HAZ BOARD, and will update as needed or requested by the parties

- 5.8 **“COUNTY”** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.9 **“HAZARDOUS WASTE VENDOR”** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **“HAZARDOUS WASTE COLLECTION COSTS”** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **“MUNICIPALITY”** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.12 **“NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD” (“NO HAZ BOARD”)** means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **“PARTICIPATING MUNICIPALITY”** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **“PROGRAM HOST”** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:

- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.
- 6.2 The COUNTY, together with the NO HAZ BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NO HAZ BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NO HAZ BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NO HAZ BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NO HAZ program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NO HAZ BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NO HAZ BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. MUNICIPALITY'S RESPONSIBILITIES

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NO HAZ BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such

assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

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

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

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2016 NO HAZ events will be assessed \$50.00 per collection event in 2017.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2016 NO HAZ events will be assessed \$125.00 per collection event in 2017.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2016 NO HAZ events will be assessed \$250.00 per collection event in 2017.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2017 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits,

unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

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

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

11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NO HAZ events. This fee will be collected by the COUNTY at the NO HAZ events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. **FINANCIAL RESPONSIBILITIES**

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

12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists

of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

- 12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NO HAZ BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NO HAZ BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.
- 12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NO HAZ events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.
- 12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.
- 12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

13. MUNICIPALITY’S FAILURE TO PAY

- 13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County’s possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund (“DTRF”). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY’S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY’S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.
- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY’S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney’s fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

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

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

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

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

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

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

16. LENGTH OF AGREEMENT This AGREEMENT shall become effective at 12:01 A.M., January 1, 2017, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2017.

- 17. TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 11 above), the parties may only terminate this AGREEMENT as provided below:
- 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.
- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
- 18. SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NO HAZ ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
- 19. LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.

20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances,

shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.

29. **SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.

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

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

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

31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:

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

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

33. AGREEMENT APPROVAL AND AMENDMENT

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

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

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

35. CONCLUSION: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that he has been authorized by a resolution of the _____, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

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

EXECUTED: _____ DATE: _____

Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

EXHIBIT A

2017 Projected NO HAZ Budget

2017 NO HAZ Program Cost Details		
Program Management		\$26,382.00
Collection Costs		\$5372.00
Administration		\$1162.00
Education and Outreach		\$14,500.00
TOTAL		\$47,416.00
2017 NO HAZ Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (including computer & electronic waste and latex paint)		*\$36.15 each
<p><i>This Estimate is based on holding five collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$5,000 each. Any additional collections will be agreed upon by the County and the NO HAZ Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p>		

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EXHIBIT B - 2017 Estimated Costs

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$23,708.00			\$23,708.00	\$36.15		
Addison*	6,351	1.79%	\$423.55	118	2.24%	\$530.94	\$4,265.70	\$1,180.00	\$4,040.19
Clarkston**	882	0.25%	\$58.82	26	0.49%	\$116.99	\$939.90	\$390.00	\$725.71
Groveland*	5,476	1.54%	\$365.19	58	1.10%	\$260.97	\$2,096.70	\$580.00	\$2,142.87
Independence*	34,681	9.76%	\$2,312.87	612	11.62%	\$2,753.71	\$22,123.80	\$6,120.00	\$21,070.38
Lake Angelus	290	0.08%	\$19.34	36	0.68%	\$161.98	\$1,301.40	\$0.00	\$1,482.72
Oakland*	16,779	4.72%	\$1,118.99	412	7.82%	\$1,853.80	\$14,893.80	\$4,120.00	\$13,746.59
Orion	35,394	9.96%	\$2,360.42	1090	20.69%	\$4,904.48	\$39,403.50	\$0.00	\$46,668.40
Oxford	20,526	5.77%	\$1,368.87	545	10.34%	\$2,452.24	\$19,701.75	\$0.00	\$23,522.86
Pontiac*	59,515	16.74%	\$3,969.04	69	1.31%	\$310.47	\$2,494.35	\$690.00	\$6,083.86
Rochester	12,711	3.58%	\$847.69	349	6.62%	\$1,570.33	\$12,616.35	\$0.00	\$15,034.38
Rochester Hills**	70,995	19.97%	\$4,734.64	1,271	24.12%	\$5,718.90	\$45,946.65	\$19,065.00	\$37,335.18
Rose*	6,250	1.76%	\$416.81	32	0.61%	\$143.98	\$1,156.80	\$320.00	\$1,397.60
Springfield*	13,940	3.92%	\$929.65	189	3.59%	\$850.41	\$6,832.35	\$1,890.00	\$6,722.42
Waterford*	71,707	20.17%	\$4,782.12	462	8.77%	\$2,078.78	\$16,701.30	\$4,620.00	\$18,942.20
	355,497	100.00%	\$23,708.00	5,269	100.00%	\$23,708.00	\$190,474.35	\$38,975.00	\$198,915.35

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

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

(1.) **This is only an estimate.** The actual costs will be determined by which communities are members of NO HAZ in 2017, and the number of participants in the program from each of the member communities.

(2.)The cost per vehicle including electronic waste is \$36.15.

(3.)The total administration fee is \$47,416.00, which includes 5 collection events.

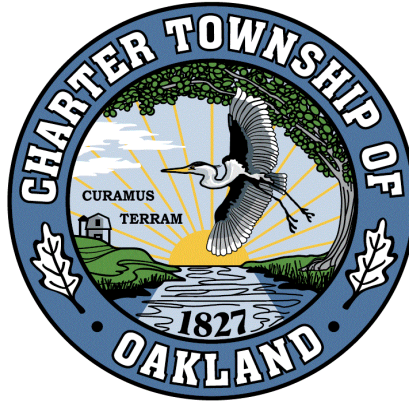
(4.)The number of participants is estimated using the 2016 number of participants and adding 15%.

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

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

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

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.



MEMORANDUM

from

Dale A. Stuart

Township Manager

To: Township Board
Subject: BOT Stipend
Dated: January 5, 2017

Oakland Township

Supervisor	\$13,226/yr	no fee for subcommittees
Clerk	\$8,988/yr	
Treasurer	\$8,988/yr	

Trustees

\$100/month = \$1,200/yr	no fee for subcommittees
\$100/meeting = \$2,400/yr	\$3,600/year total

I did not find any communities that pay their boards for attendance for less than full board meetings, i.e no pay for subcommittee meetings.

Trustees are generally compensated as a group separated from the chief elected offices of Supervisor, Clerk and Treasurer. Trustee compensation ranges from a high of \$12,000 salary + \$75/meeting with full benefits to a low of \$25 per meeting with no benefits. The highest paid trustees are all from Macomb County.

Local area comparisons show:

Addison Twp	\$130/meeting	\$3,120/yr
Bloomfield Twp	\$200/meeting	\$4,800/yr
Brandon Twp	\$97/meeting	\$2,380/yr
Independence Twp	\$205/reg meeting, \$106/special meeting	≈\$4,920/yr
Grand Blanc Twp	\$5,702.75/year	≈237/meeting
Northville Twp	\$9,000/year	≈\$375/meeting
Orion Twp	\$115/month, \$130 per meeting \$1,380/yr + ≈\$3,120/yr=	≈\$4,500/yr
Oxford Twp	\$120/meeting	\$2,880/yr
Waterford Twp	\$12,000/year	≈\$500/meeting

Even though none of the elected officials seek their position because of the income they will obtain, it is only fair that they be compensated similar to their peers and in an amount that recognizes the imposition that meetings have on their time.

Oakland Township's subcommittees do not make policy decisions. They do attempt to analyze situations and lead the accumulation of data that will allow the full board to make an informed decision.

I would suggest that Orion (\$4500/yr) and Independence (\$4920/yr) are the most similar to Oakland of the communities cited. Due to the subcommittee activity, Oakland has the most demand on its trustees. One way to recognize this extra demand would be to compensate the four trustees or possibly the entire Board of Trustees on a per meeting basis for subcommittee meetings at some rate.

**CHARTER TOWNSHIP OF OAKLAND
COUNTY OF OAKLAND, MICHIGAN
RESOLUTION ASSERTING TOWNSHIP BOARD
RIGHT TO APPROVE MASTER PLAN**

WHEREAS, the Michigan Planning Enabling ACT (MPEA) authorizes the Planning Commission to prepare or amend a Master Plan for the use, development and preservation of all lands in the Township: and

WHEREAS, the MPEA authorizes a township board to assert by resolution its right to approve or reject the proposed master plan or plan amendment approved by the planning commission;

NOW THEREFORE BE IT RESOLVED THAT, pursuant to MCL 125.3843(3), the Oakland Township Board reserves to itself the right to approve or reject a proposed master plan or master plan amendment approved by the planning commission; and

BE IT RESOLVED THAT, after approval of a proposed master plan or master plan amendment by the planning commission, the Oakland Township Board shall be authorized to approve the proposed master plan or master plan amendment. A statement recording the Township Board's approval of proposed master plan or master plan amendment, signed by the Township Clerk, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map.

The forgoing resolution offered by:

Second by:

Roll call vote:

The Supervisor declared the resolution adopted.

Karen Reilly, Clerk

Date

CHARTER TOWNSHIP OF OAKLAND
BOARDS AND COMMISSIONS APPLICATION

4393 COLLINS ROAD, ROCHESTER, MI 48306-1670
TELEPHONE (248) 651-4440
FAX: (248) 651-1510



THIS FORM IS AN APPLICATION TO SERVE ON OAKLAND TOWNSHIP'S VARIOUS BOARDS AND COMMISSIONS. AS VACANCIES OCCUR, APPLICATIONS WILL BE USED AS A RESOURCE FOR FILLING OPEN POSITIONS. APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR, UNLESS WITHDRAWN BY THE APPLICANT.

NAME: RON HEIN
ADDRESS: 5859 MURFIELD DR. PHONE: [REDACTED]

PLEASE CHECK THE BOX NEXT TO ANY OF THE BOARDS OR COMMISSIONS ON WHICH YOU WOULD LIKE TO SERVE. THE FOLLOWING PAGE INCLUDES A BRIEF DESCRIPTION OF EACH.

- | | |
|--|--|
| <input type="checkbox"/> BOARD OF TRUSTEES | <input type="checkbox"/> LIBRARY BOARD |
| <input type="checkbox"/> PLANNING COMMISSION | <input type="checkbox"/> HISTORIC DISTRICT COMMISSION |
| <input type="checkbox"/> ZONING BOARD OF APPEALS | <input type="checkbox"/> BOARD OF REVIEW |
| <input type="checkbox"/> PARKS AND RECREATION COMMISSION | <input checked="" type="checkbox"/> SAFETY PATH AND TRAILS COMMITTEE |

PREVIOUS BOARDS OR COMMISSIONS YOU HAVE SERVED ON: PLANNING COMMISSION,
ZBA, SAFETY PATH AND TRAILS

RELEVANT BACKGROUND EXPERIENCE FOR SERVING ON REQUESTED BOARD(S):
MARKET RESEARCH, ENGINEERING DEGREE

ANY ADDITIONAL COMMENTS: _____

PLEASE ATTACH ANY DOCUMENTATION YOU FEEL WOULD BE RELEVANT TO YOUR APPLICATION, INCLUDING A RESUME IF DESIRED.

I SUBMIT THE ABOVE TO BE TRUE TO THE BEST OF MY KNOWLEDGE AND REALIZE THAT THIS APPLICATION AND THE INFORMATION PROVIDED MAY BE SUBJECT TO THE OPEN MEETINGS ACT, THE FREEDOM OF INFORMATION ACT AND OTHER STATE AND FEDERAL LAWS:

SIGNATURE: R. G. Hein
DATE: 12-29-16