TOWNSHIP OF HOLLY
CODE OF ORDINANCE AMENDMENT

AN ORDINANCE TO AMEND THE HOLLY TOWNSHIP CODE OF ORDINANCES BY AMENDING CHAPTER CHAPTER 32 ZONING, CHAPTER 32 ZONING, ARTICLE V ENVIRONMENTAL REGULATIONS: ADD SECTION - WOODLANDS PROTECTION ORDINANCE

THE TOWNSHIP OF HOLLY ORDAINS:

SECTION 1 – AMENDMENTS

BOARD TO CHOOSE WHICH ORDINANCE TO ADOPT

SECTION 2 - INVALIDITY

If any word, clause, sentence, paragraph, or section of this Ordinance is held to be unconstitutional, illegal or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 3 - EFFECTIVE DATE

This ordinance shall become 7 days after publication as prescribed by law.

SECTION 4 - REPEALING CLAUSE

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 5 - ADOPTION

At a regular meeting of the Township Board of the Township of Holly held on April 18, 2018, adoption of the foregoing Code of Ordinance amendment was moved by and supported by

Ayes:
Nayes:
Absent:

CERTIFICATION

I, duly elected clerk of the Township of Holly, County of Oakland, and State of Michigan, do hereby certify that the foregoing is a true copy of the Holly Township Ordinance Amendment to Chapter 32, Article IV Supplementary Regulations – Woodlands Protection, adopted by the Township Board of Trustees of the Township of Holly at the regular meeting held on the 18th day of April, 2018 at which a quorum was present.

_____

Karin S. Winchester, MMC
Clerk, Holly Township
Oakland County, Michigan

Attest:

_____

George A. Kullis
Supervisor, Township of Holly
Oakland County, Michigan

MCKENNA

Memorandum

TO: Holly Township Planning Commission

FROM: Michael Deem, AICP

SUBJECT: Woodlands Protection Ordinance

DATE: February 27, 2018

One of the goals of the recently adopted Master Plan is to protect the natural features of the Township. As part of the implementation of the Master Plan, we present a draft Tree and Woodlands Protection Ordinance. The intent of this ordinance is to protect the natural features of the Township by placing reasonable restrictions on the removal of trees and woodlands. This is accomplished by developing standards for the removal and replacement of protected trees and identifying exemptions from these regulations. The focus of the ordinance is to protect the trees that have the most visual impact by having higher replacement requirements for protected trees in the front yard and adjacent to neighboring properties.

REVISIONS

During the public hearing held by the Planning Commission, residents were concerned. Since that meeting, the Township Supervisor, Planning Commission Chairman, and McKenna worked to provide an alternative method of woodlands protection that would address the concerns about the perceived costly, over regulation of single family residential lots, but still protect the "up north" character of the Township. The proposed ordinance limits when a tree removal permit is required. In order to limit the visual impact that removal of trees would have, a permit would only be required if a regulated tree were to be removed from the required setback of the property. This would allow single family residential property owners to remove any tree outside the setback area without a permit. There are no proposed changes to subdivisions and nonresidential properties.

EXEMPTIONS

The ordinance provides for a number of activates that are exempt from the ordinance as follows:

- Public Unities and other Public Agencies
- Routine Maintenance
- Public Safety
- Dead, diseased, or damaged trees
- Disasters and Emergencies
- Removable trees as listed in the ordinance.
- On single family lots, trees that are outside the required setbacks
- Removal of trees for operations consistent with the Michigan Right to Farm Act.
- Removal of trees for a driveway, building envelope, or septic field.

SETBACKS

The revised ordinance protects trees in the required setback area for single family homes. The minimum yard setbacks are as follows:

	Minimum Lot Size		Minimum Yard Setback		
Zoning District	Area (Acres)	Lot Width (Feet)	Front Yard [1, 3] (Feet)	Side Yard [2] (Feet)	Rear Yard (Feet)
Single-family residential, R-1	0.5	100	25	10	30
Single-family residential, R-2	1.0	125	35	10	35
Suburban residential, SR	1.5	150	40	15	50
Rural estate, RE	2.5	200	50	25	50
Agricultural residential, AGRE	5.0	300	75	25	75

For example, as revised, the woodlands protection ordinance would require a tree protection zone of 25 feet in the front yard, 10 feet for each side yard, and thirty feet in the rear yard for lots zoned R-1.

MINIMUM NUMBER OF TREES

The ordinance allows the removal of any tree outside of the setback area, such that there is a minimum of five trees per acre, or 50 trees (whichever is less) are located on the property. Five trees per acres was chosen based on a visual survey of the Township aerial map.

REVIEW PROCESS

The review of a tree removal permit for a single family residential lot is done by the zoning administrator, or their designee. An applicant is required to provide a description of the activity to be undertaken, including a sketch or plot plan showing the location of Regulated Tree(s) to be removed and Replacement Trees. The sketch plan can be a simple Google Earth print out indicating the location and number of trees to be removed.

A tree removal permit shall be granted when application and tree replacement requirements specified herein are satisfied based upon one or more of the following circumstances:

a. Where no other practical alternative exists for the placement of a building, building addition, structure, driveway, deck, patio, recreation facility or lawn area for use by the inhabitants of the building or dwelling, or any other authorized improvements, but in the vicinity of an existing tree.

b. Where the location or growth of a tree inhibits the enjoyment of any outdoor pool, patio, recreation facility or deck.

c. Where the location, angle or growth of an existing tree makes it a hazard to structures or human life.

d. Where the selective removal of trees will result in a healthier and more sustainable woodland environment without adversely impacting the character of the surrounding area.

ALTERNATIVE NONRESIDENTIAL TREE AND WOODLAND PROTECTION ORDINANCE

Based on the recent discussion the Planning Commission has had, we have prepared an alternative ordinance that would only apply to nonresidential uses in the Township. Typically, this ordinance would be applied during the site plan approval phase of development. This ordinance would still provide exemptions for removing trees for the building envelope, access drives, and utilities. The purpose of the alternative ordinance is to protect the "Up North in Oakland County" character of the Township but provide residents with the felicity to manage their land as necessary.

STATE OF MICHIGAN
COUNTY OF OAKLAND
Holly Township

ORDINANCE NO.

An ordinance to amend Article V, Environmental Regulations of the Holly Township Code.

HOLLY TOWNSHIP ORDAINS

Section 1 of Ordinance

The Holly Township Code is amended to read as follows:

Section 32-204- TREE AND WOODLANDS PROTECTION

Section 2 of Ordinance

(a) Purpose and Intent

The purpose and intent of this Ordinance is to help prevent unregulated and, in many cases, unnecessary removal of trees and related natural resources. This will help to protect and maintain trees and woodlands within the Township for the following reasons:

(1) The protection of trees within the Township is desirable and essential to the present and future health, safety, and welfare of all the citizens of the Township;

(2) Trees contribute significantly to the natural beauty, character, and value of property within the Township;

(3) The protection of trees is consistent with the goal of the Holly Township Master Plan to maintain the trees and woodlands that contribute to the unique character of the community.

(4) Trees and woodlands help protect ground water recharge areas, reducing risk of groundwater contamination.

(5) Trees and woodlands help protect public health through the absorption of air pollutants and contamination and reducing carbon dioxide content in ambient air.

(b) Applicability – Tree Removal Permit Requirements

(1) A tree removal permit is required for removal of Regulated Trees, unless exempt under Section (c) of this ordinance.

(2) Any tree removal which is not subject to exemption must comply with the Section (d) or Section (e) of this ordinance, as applicable.

(3) The application for a tree removal permit shall be submitted to the zoning administrator or designee for review and approval pursuant to Section (d) or Section (e).

(4) No tree that was planted or preserved as part of any landscape plan or in accordance with any street tree requirements approved in conjunction with a subdivision or site plan shall be removed, except for such trees directed to be removed pursuant to Sections (d), (e), and (f).

(c) Exemptions

Notwithstanding the provisions of this article, the following activities are exempt from the provisions of this Article, unless otherwise prohibited by statute or ordinance.

(1) *Public Utilities.* The trimming of trees necessitated by the installation, repair or maintenance work performed in a public utility easement or approved private easement for public utilities which grants such permission. Removal of trees for public utilities shall comply with Section (e).

(2) *Public Agencies.* The removal or trimming of trees if performed by or on behalf of the Township, County, State or other public agencies in a public right-of-way, on public property or on an easement for public utilities in connection with a publicly awarded construction project such as the installation of public streets or public sidewalks.

(3) *Routine Maintenance.* The trimming and pruning of trees as part of normal maintenance if performed in accordance with accepted forestry or agricultural standards and techniques.

(4) *Public Safety.* The removal or trimming of dead, diseased or damaged trees if performed by or on behalf of the Township, County, State, Public Utility, or other public agencies in a public right-of-way, utility easement, or on public property if done to prevent injury or damage to persons or property.

(5) *Dead, Diseased, or Damaged Trees.* The removal or trimming of dead, diseased or damaged trees provided that the damage resulted from an accident or non-human cause and provided further that the removal or trimming is accompanied through the use of standard forestry practices and techniques.

(6) *Disasters and Emergencies.* Actions made necessary by an emergency, such as tornado, windstorm, flood, freeze or dangerous and infectious insect infestation or disease or other disaster, in order to prevent injury or damage to persons or property or to restore order.

(7) *Removable Trees.* The removal of Removable Trees as defined in section (d).

(8) *Exemptions for Individual* ***Residentially Zoned*** *Parcels, Excluding Parcels Being Divided or Subdivided Into Three or More Lots or Units.* **The owner may remove trees outside the minimum required setback for the zoning district without a permit, such that a minimum of 5 trees per acre, or 50 trees (whichever is less) are located on the property.**

(9) *Right to Farm.* The removal of trees for operations consistent with the Michigan Right to Farm Act.

(d) Definitions

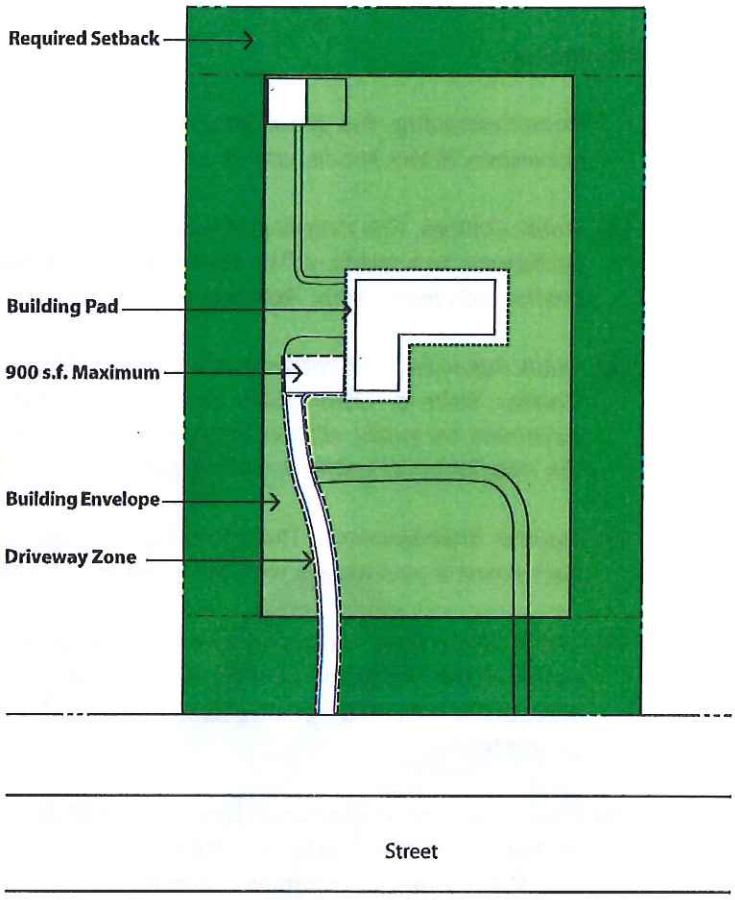
The following terms, words and phrases shall have the following meaning for purposes of this Section.

(1) *Activity* shall mean any operation, development or action, including but not limited to constructing buildings or other structures; depositing or removing material; land balancing; draining, pumping or diverting water; paving; tree removal or other vegetation removal.

(2) *Building Pad* shall mean the building footprint plus that area within fifteen (15) feet of the building footprint of any principal structure and the applicable area for accessory structures as defined in Section 32-134 of the Zoning Ordinance, and required septic fields.

(3) *Building Envelope* shall mean that area between the Setback and the Building Pad, as defined herein.

(4) *Diameter Breast Height (DBH)* shall mean the diameter in inches measured four and one half (4 ½) feet above ground of a Regulated Tree.



Building Envelope

(5) *Drip Line* shall mean an imaginary vertical line extending downward from the outermost tips of the tree branches to the ground.

(6) *Driveway Zone* shall mean an area leading from the street to either the garage in the case of a residence, or the main building in the case of a non-residential parcel. The Driveway Zone may include an area up to 900 square feet located directly in front of the garage or main building. The Driveway Zone shall not apply to circular driveways for residential property or parking lots for non-residential parking lots.

(7) *Land Clearing* shall mean operations which remove trees and vegetation in connection with the installation of storm or sanitary sewers, public or private utilities, streets, parking, or any other clearing or grading of the property at any time prior to construction of a building.

(8) *Regulated Tree* shall mean any tree eight (8) inches DBH or greater that is not a Removable Tree.

(9) *Removable Tree* shall mean those trees designated by resolution of the Planning Commission as being appropriate for removal due to their nuisance characteristics. Such trees shall be listed by common and botanical name. Such list shall be maintained by the Township and shall initially include the following tree species. Additional trees may be added to this list by Township Board esolution:

- Ash (diseased only)
- Autumn Olive
- Box Elder
- Catalpa
- Common or Glossy Buckthorn
- Elm, except American
- Horse Chestnut (nut bearing)
- Poplar
- Russian Olive
- Soft Maples (Silver)
- Tree-of-Heaven
- Weeping Willow

(10) *Replacement Tree* shall mean any tree not listed as a Removable Tree, as defined above. Replacement Trees shall be species, varieties or cultivars that are commonly grown and available in Michigan tree nursery stock. Replacement Trees may not be counted toward landscaping required by other ordinances.

(11) ***Required Setback*** **shall mean the minimum yard setback as listed in Sec. 32-104. Schedule of regulations.**

(12) *Setback* shall mean a distance of 25 feet from all property lines for the purpose of this ordinance.

(13) *Tree survey* shall mean a drawing and listing prepared and sealed or signed by a registered land surveyor, landscape architect, or civil engineer and verified by a registered arborist, forester, or landscape architect containing all of the following information:

1. The shape and dimensions of the property and the location of any existing and proposed structure or improvement;

2. The identification (common and botanical name), size, location and tagging in the field of all Regulated trees using numbered, non-corrosive metal tags, and shown on the plan with the corresponding number.

(14) *Undeveloped* shall mean a parcel of land which is substantially unimproved with buildings or structures on the effective date of this Section.

(e) Tree Removal on Individual Residentially Zoned Parcels, Excluding Parcels Being Divided or Subdivided Into Three or More Lots or Units

(1) *Submittal Requirements*. A tree removal permit shall be required when the activity does not satisfy an Exemption in Sec. (c). The tree removal application shall be submitted to and reviewed

by the building official. The application and development proposal shall conform to the provisions contained herein.

(2) *Permit Application.* A completed tree removal permit application on a form prescribed by the township which shall include the following information:

a. The name, address and telephone number of the property owner and applicant, if different from owner;

b. The project location, including as applicable, the address, the street, road or highway, section number, lot or unit number and the name of the subdivision or development;

c. A description of the activity to be undertaken, including a sketch or plot plan showing the location of Regulated Tree(s) to be removed and Replacement Trees that satisfy Section (g); and

d. A tree removal permit application fee in the amount established by resolution of the Township Board.

(3) *Review Standards. A tree removal permit shall be granted when application and tree replacement requirements specified herein are satisfied based upon one or more of the following circumstances:*

a. Where no other practical alternative exists for the placement of a building, building addition, structure, driveway, deck, patio, recreation facility or lawn area for use by the inhabitants of the building or dwelling, or any other authorized improvements, but in the vicinity of an existing tree.

b. Where the location or growth of a tree inhibits the enjoyment of any outdoor pool, patio, recreation facility or deck.

c. Where the location, angle or growth of an existing tree makes it a hazard to structures or human life.

d. Where the selective removal of trees will result in a healthier and more sustainable woodland environment without adversely impacting the character of the surrounding area.

(4) *Reviewing Body. The zoning administrator shall be the reviewing body for individual parcels, excluding parcels being divided or subdivided into three or more lots or units*

(5) *Planning Commission Review. If, in the opinion of the zoning administrator, the request for tree removal does not satisfy the above criteria, then the application may be forwarded to the Planning Commission for review and decision.*

(6) *Appeals. If, in the opinion of the Planning Commission, the request for tree removal does not satisfy the above criteria, then within 30 days from the Planning Commission's decision, an applicant may appeal in writing to the Zoning Board of Appeals for review and decision.*

(f) Tree Removal on Parcels Being Divided or Subdivided Into Three or More Lots or Units.

A. *Submittal requirements*. An applicant for subdivision approval of three or more lots shall submit the following materials to the Township:

1. *Tree Removal Permit Application*. A completed tree removal permit application on a form prescribed by the township which shall include the following information:

   a. The name, address and telephone number of the applicant and/or the applicant's agent;

   b. The name, address and telephone number of the owner of the property and written authorization from the owner allowing the proposed activity;

   c. The project location, including as applicable, the address, the street, road or highway, section number, lot or unit number and the name of the subdivision or development;

   d. A detailed description of the activity to be undertaken including a Tree Survey and Landscape Plan as described below; and

   e. A tree removal permit application fee in the amount established by resolution of the Township Board.

2. *Tree Survey*. A sufficient number of copies as determined by the Building official of a Tree Survey and a plan for proposed tree removal shall be provided.

3. *Landscape Plan*. A sufficient number of copies of a landscape plan prepared by a registered landscape architect shall be submitted with the application for tree removal, and shall include the following information:

   a. The total number and location of Regulated Trees on site and Regulated Trees to be removed.
   b. The replacement plan showing the type, location, and size of Replacement Trees on the plan and in a separate tabular summary.

B. *Review standards*. Reviews of an application for a tree removal permit for subdivisions of three or more lots shall be conducted by the Planning Commission. The following points shall be considered in the review and approval of an application for a tree removal permit, if required by this section.

1. The protection and conservation of natural resources from pollution, impairment or destruction is of paramount concern. Therefore, all woodlands,

trees and related natural resources shall have priority over development when there are feasible and prudent location alternatives on the site for proposed buildings, structures or other improvements. The applicant must consider and pursue alternative development options available under the Zoning Ordinance in order to preserve the woodlands and trees.

2. The developer may remove Regulated Trees within those portions of the site that are set aside or required for installation of storm water management, sanitary and water lines, roads, utilities, and other requirements of the Township without replacement. The developer may not clear cut woodland areas on the property and must consider routes for sewer and utilities that preserve the established woodlands on the property.

3. The developer may remove Regulated Trees within other areas of the site, including those for building construction, provided they comply with the applicable replacement requirements in Section (g) of this ordinance. The integrity of woodland areas shall be maintained to the greatest extent reasonably possible, regardless of whether such woodlands cross property lines.

4. Where the proposed activity involves residential development, the residential structures shall, to the extent reasonably feasible, be designed and constructed to use the natural features of the site.

5. The suitability of the Landscape and Replacement plan based on maintaining the character and harmony of the surrounding area.

C. *Reviewing Body*. The Planning Commission shall be the reviewing body for tree removal permits on subdivisions of three or more lots.

D. *Appeals*. If, in the opinion of the Planning Commission, the request for tree removal does not satisfy the above criteria, then within 30 days from the Planning Commission's decision, an applicant may appeal in writing to the Zoning Board of Appeals for review and decision.

(g) Relocation and Replacement

A. *Replacement ratio.* The permit holder shall provide Replacement Trees for each Regulated Tree to be removed in excess of exemption in accordance with the following schedule based on the location of the tree to be removed. When the number of Replacement Trees results in a fraction, any fraction up to one-half shall be disregarded, and any fraction over and including one-half shall require one Replacement Tree. The minimum size for Replacement Trees is 8 feet in height for coniferous trees and 2.5 inches in caliper for deciduous trees.

Replacement Tree Size	Number of Replacement Trees Per Tree to Be Removed [1]		
	Building Envelope	Front Setback	Other Setback
Coniferous (height):			
8 feet	1.0 trees	2.0 tree	1.5 trees
8.01 – 10 feet	0.75 trees	1.5 trees	1.0 trees
Greater than 10 feet	0.5 tree	1.0 trees	0.75 trees
Deciduous (Caliper):			
2.5 – 3 inches	1.0 trees	2.0 tree	1.5 trees
3.5 – 3.99 inches	0.75 trees	1.5 trees	1.0 trees
4 inches or greater	0.5 tree	1.0 trees	0.75 trees

1. No replacement trees are required within the Building Pad and Driveway zone as defined in this ordinance.

2. An applicant may request a modification of the number or Replacement Trees required to the Planning Commission for the use of coniferous Replacement Trees greater than 12 feet in height and deciduous trees greater than 6 inches in caliper.

3. For non-single family lots located in a sending zone, as defined in the Holly Township Master Plan, the Number of Replacement Trees per Tree to be removed shall be doubled.

B. *Minimum requirements.* All Replacement Trees shall satisfy current American standards for nursery stock and shall be as follows:

1. Nursery grown or comparable, or relocated from the same parcel.

2. Number one (1) grade, with a straight, unsecured trunk and a well-developed uniform crown.

3. Guaranteed for one (1) year from the time of planting.

4. A species not included on the list of Removable Trees.

5. Tree replacement shall occur within one year of permit issuance except for parcels greater than 10 acres. For parcels greater than 10 acres Replacement Trees shall be planted within three years or prior to a change in use, whichever occurs first or by providing an acceptable tree removal and replacement plan approved by the Planning Commission.

C. *Location.* The location of any Replacement Tree shall be on the same parcel as the removed tree whenever feasible, as determined by the reviewing body. If the tree replacement on the same parcel is not feasible the reviewing body may:

1. Designate another planting location for the Replacement Tree within the Township, approved by the Township Board; or

2. Require the permit holder to deposit into the Township General Fund, Tree Preservation Line, an amount determined by resolution of the Township Board for tree replacement that would otherwise be required. These funds shall be utilized for the planting, maintenance and preservation of trees and woodland areas within the Township.

D. *Maintenance.* Replacement Trees shall be staked (where practical), fertilized, watered and mulched to ensure their survival in a healthy, growing condition.

E. Property Owners are responsible to take all measures necessary to ensure the health of Replacement Trees.

F. Performance guarantees.

1. For permits issued under Sec. (e), if the replacement requirement is not satisfied within one year of the permit issuance, then the township may bill the property owner for the cost of said Replacement Trees and their planting. At the end of each fiscal year the Zoning Administrator shall report any such charges to the Township Board. When reported, the charges shall become a lien upon the property on which such Replacement Trees should have been planted and shall be assessed and collected and the township may deposit any funds received in the township's tree fund. In the case where the tree removal permit was issued in connection with a building permit, the zoning administrator may withhold final project approval until the replacement obligation is satisfied or bond is provided. The property owner shall be responsible for timely advising the Township when the required Replacement Trees have been planted on the property owner's property.

2. For permits issued under Sec. (f), the applicant shall post an acceptable form of an irrevocable letter of credit, cash escrow, certified check, or other township-approved performance security in an amount determined by the building official, equal to one and one-half (1-1/2) times the amount required for the required Replacement Trees according to the approved landscape plan, together with reasonable administrative expenses. Required performance guarantees shall be provided to the Township after approval of the proposed tree removal permit but prior to the initiation of any tree removal. After determination by the building official that all Replacement Trees are in compliance with the approved landscape plan, the letter of credit or other securities shall be released.

(h) Terms of Permit

A. Any and all tree removal permits issued by the Township to a developer shall expire (unless extended) at the same time as the contemporaneous approval granted by the

Township, for the development, if any (i.e. tentative preliminary plat, preliminary site plan, special land use, site plan approval, etc.).

B. Any and all tree removal permits issued by the Township to any persons for an activity regulated under this Section for which a contemporaneous approval of the development is not required by the Township (i.e. removal of trees by a builder in connection with construction of a residence upon a parcel) shall expire one (1) year from the date of issuance.

C. Any activity regulated under this Section which is to be commenced after expiration of a tree removal permit shall require a new applicant, additional fees and new review and approval.

(i) Display of Permit

The permit holder shall conspicuously display the tree removal permit on-site. The permit shall be displayed continuously while trees are being removed or while activities authorized under the permit are performed and for ten (10) days following completion of those activities. The permit holder shall allow the Township to enter and inspect the premises during reasonable business hours or any other time during which activity is conducted as regulated by this Ordinance. Failure to allow an inspection authorized under this Section is a violation of Sections (e) or (f) above.

(j) Enforcement and Administration

To ensure enforcement of this Section and the approved plan for tree removal, various inspections may be performed at the site at the direction of the Township. The applicant will be responsible for all inspection fees. The Township shall have the authority to promulgate additional regulations to implement the terms of this Section.

(k) Violations

A violation of this Article shall be subject to the same penalty provisions as violations of the Zoning Ordinance.

(l) Variance

Applicants may seek variances from the provisions of this Ordinance by filing a written request with the Township which variances may be granted by the Zoning Board of Appeals upon a showing of practical difficulty.

(m) Tree Protection

The following tree protection standards shall be followed:

A. All trees which have been approved for removal shall be so identified on site by fluorescent orange spray paint (chalk base) or by red flagging tape prior to any activity. Trees selected for transplanting shall be flagged with a separate distinguishing color.

B. No person shall conduct activity within the drip line of any tree designated to remain, including but not limited to the placing of solvents, building materials, construction equipment or soil deposits.

C. During construction, no person shall attach a device or wire to any remaining tree, except to cordon off protected areas as required.

DRAFT

MARCH 6, 2018 PLANNING COMMISSION RECOMMENDED ADOPTION OF THIS NONRESIDENTIAL WOODLANDS ORDINANCE

STATE OF MICHIGAN
COUNTY OF OAKLAND
Holly Township

ORDINANCE NO.

An ordinance to amend Article V, Environmental Regulations of the Holly Township Code.

HOLLY TOWNSHIP ORDAINS

Section 1 of Ordinance

The Holly Township Code is amended to read as follows:

Section 32-204- NONRESIDENTIAL TREE AND WOODLANDS PROTECTION

Section 2 of Ordinance

(a) Purpose and Intent

The purpose and intent of this Ordinance is to help prevent unregulated and, in many cases, unnecessary removal of trees and related natural resources. This will help to protect and maintain trees and woodlands within the Township for the following reasons:

(1) The protection of trees within the Township is desirable and essential to the present and future health, safety, and welfare of all the citizens of the Township;

(2) Trees contribute significantly to the natural beauty, character, and value of property within the Township;

(3) The protection of trees is consistent with the goal of the Holly Township Master Plan to maintain the trees and woodlands that contribute to the unique character of the community.

(4) Trees and woodlands help protect ground water recharge areas, reducing risk of groundwater contamination.

(5) Trees and woodlands help protect public health through the absorption of air pollutants and contamination and reducing carbon dioxide content in ambient air.

(b) Applicability – Tree Removal Permit Requirements

(1) A tree removal permit is required for removal of Regulated Trees, unless exempt under Section (c) of this ordinance.

(2) Any tree removal which is not subject to exemption must comply with the Section (d) or Section (e) of this ordinance, as applicable.

(3) The application for a tree removal permit shall be submitted to the zoning administrator or designee for review and approval pursuant to Section (d) or Section (e).

(4) No tree that was planted or preserved as part of any landscape plan or in accordance with any street tree requirements approved in conjunction with a subdivision or site plan shall be removed, except for such trees directed to be removed pursuant to Sections (d), (e), and (f).

(c) Exemptions

Notwithstanding the provisions of this article, the following activities are exempt from the provisions of this Article, unless otherwise prohibited by statute or ordinance.

(1) *Public Utilities.* The trimming of trees necessitated by the installation, repair or maintenance work performed in a public utility easement or approved private easement for public utilities which grants such permission. Removal of trees for public utilities shall comply with Section (e).

(2) *Public Agencies.* The removal or trimming of trees if performed by or on behalf of the Township, County, State or other public agencies in a public right-of-way, on public property or on an easement for public utilities in connection with a publicly awarded construction project such as the installation of public streets or public sidewalks.

(3) *Routine Maintenance.* The trimming and pruning of trees as part of normal maintenance if performed in accordance with accepted forestry or agricultural standards and techniques.

(4) *Public Safety.* The removal or trimming of dead, diseased or damaged trees if performed by or on behalf of the Township, County, State, Public Utility, or other public agencies in a public right-of-way, utility easement, or on public property if done to prevent injury or damage to persons or property.

(5) *Dead, Diseased, or Damaged Trees.* The removal or trimming of dead, diseased or damaged trees provided that the damage resulted from an accident or non-human cause and provided further that the removal or trimming is accompanied through the use of standard forestry practices and techniques.

(6) *Disasters and Emergencies.* Actions made necessary by an emergency, such as tornado, windstorm, flood, freeze or dangerous and infectious insect infestation or disease or other disaster, in order to prevent injury or damage to persons or property or to restore order.

(7) *Removable Trees.* The removal of Removable Trees as defined in section (d).

(8) *Individual Parcels for residential use, Excluding Parcels Being Divided or Subdivided Into Three or More Lots or Units.*

(d) Definitions

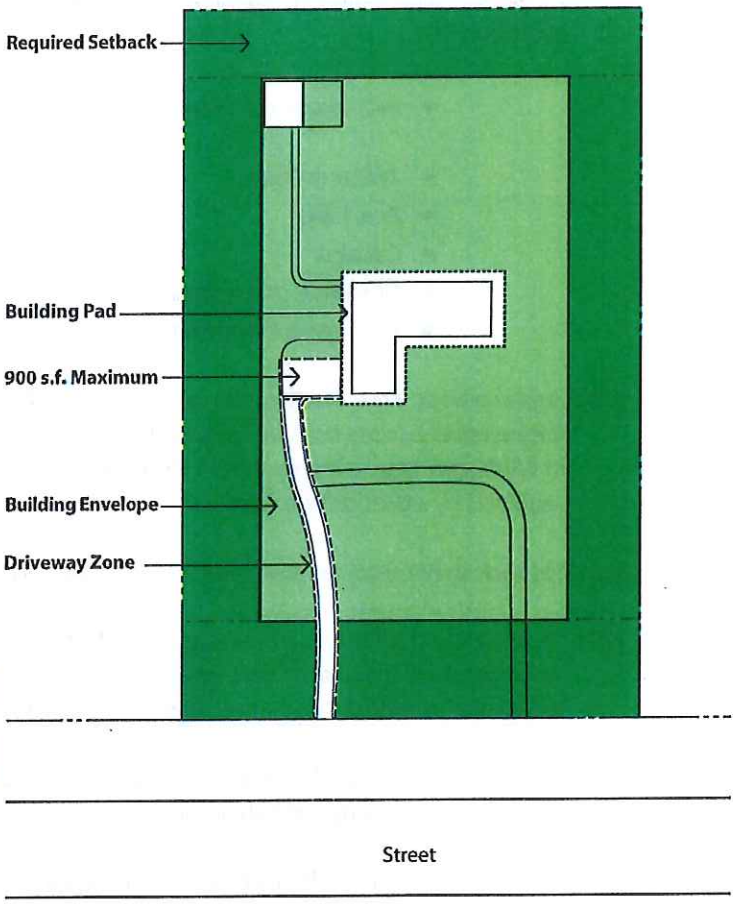
The following terms, words and phrases shall have the following meaning for purposes of this Section.

(1) *Activity* shall mean any operation, development or action, including but not limited to constructing buildings or other structures; depositing or removing material; land balancing; draining, pumping or diverting water; paving; tree removal or other vegetation removal.

(2) *Building Pad* shall mean the building footprint plus that area within fifteen (15) feet of the building footprint of any principal structure and the applicable area for accessory structures as defined in Section 32-134 of the Zoning Ordinance, and required septic fields.

(3) *Building Envelope* shall mean that area between the Setback and the Building Pad, as defined herein.

(4) *Diameter Breast Height (DBH)* shall mean the diameter in inches measured four and one half (4 ½) feet above ground of a Regulated Tree.



Building Envelope

(5) *Drip Line* shall mean an imaginary vertical line extending downward from the outermost tips of the tree branches to the ground.

(6) *Driveway Zone* shall mean an area leading from the street to either the garage in the case of a residence, or the main building in the case of a non-residential parcel. The Driveway Zone may include an area up to 900 square feet located directly in front of the garage or main building. The Driveway Zone shall not apply to circular driveways for residential property or parking lots for non-residential parking lots.

(7) *Land Clearing* shall mean operations which remove trees and vegetation in connection with the installation of storm or sanitary sewers, public or private utilities, streets, parking, or any other clearing or grading of the property at any time prior to construction of a building.

(8) *Regulated Tree* shall mean any tree eight (8) inches DBH or greater that is not a Removable Tree.

(9) *Removable Tree* shall mean those trees designated by resolution of the Planning Commission as being appropriate for removal due to their nuisance characteristics. Such trees shall be listed by common and botanical name. Such list shall be maintained by the Township and shall initially

include the following tree species. Additional trees may be added to this list by Township Board resolution:

- Ash (diseased only)
- Autumn Olive
- Box Elder
- Catalpa
- Common or Glossy Buckthorn
- Elm, except American
- Horse Chestnut (nut bearing)
- Poplar
- Russian Olive
- Soft Maples (Silver)
- Tree-of-Heaven
- Weeping Willow

(10) *Replacement Tree* shall mean any tree not listed as a Removable Tree, as defined above. Replacement Trees shall be species, varieties or cultivars that are commonly grown and available in Michigan tree nursery stock. Replacement Trees may not be counted toward landscaping required by other ordinances.

(11) *Setback* shall mean a distance of 25 feet from all property lines for the purpose of this ordinance.

(12) *Tree survey* shall mean a drawing and listing prepared and sealed or signed by a registered land surveyor, landscape architect, or civil engineer and verified by a registered arborist, forester, or landscape architect containing all of the following information:

1. The shape and dimensions of the property and the location of any existing and proposed structure or improvement;

2. The identification (common and botanical name), size, location and tagging in the field of all Regulated trees using numbered, non-corrosive metal tags, and shown on the plan with the corresponding number.

(13) *Undeveloped* shall mean a parcel of land which is substantially unimproved with buildings or structures on the effective date of this Section.

(e) Tree Removal on Non-Residential Parcels or Residential Parcels Being Divided or Subdivided Into Three or More Lots or Units.

A. *Submittal requirements*. An applicant for subdivision approval of three or more lots shall submit the following materials to the Township:

1. *Tree Removal Permit Application*. A completed tree removal permit application on a form prescribed by the township which shall include the following information:

a. The name, address and telephone number of the applicant and/or the applicant's agent;

b. The name, address and telephone number of the owner of the property and written authorization from the owner allowing the proposed activity;

c. The project location, including as applicable, the address, the street, road or highway, section number, lot or unit number and the name of the subdivision or development;

d. A detailed description of the activity to be undertaken including a Tree Survey and Landscape Plan as described below; and

e. A tree removal permit application fee in the amount established by resolution of the Township Board.

2. *Tree Survey*. A sufficient number of copies as determined by the Building official of a Tree Survey and a plan for proposed tree removal shall be provided.

3. *Landscape Plan*. A sufficient number of copies of a landscape plan prepared by a registered landscape architect shall be submitted with the application for tree removal, and shall include the following information:

   a. The total number and location of Regulated Trees on site and Regulated Trees to be removed.
   b. The replacement plan showing the type, location, and size of Replacement Trees on the plan and in a separate tabular summary.

B. *Review standards*. Reviews of an application for a tree removal permit for subdivisions of three or more lots shall be conducted by the Planning Commission. The following points shall be considered in the review and approval of an application for a tree removal permit, if required by this section.

1. The protection and conservation of natural resources from pollution, impairment or destruction is of paramount concern. Therefore, all woodlands, trees and related natural resources shall have priority over development when there are feasible and prudent location alternatives on the site for proposed buildings, structures or other improvements. The applicant must consider and pursue alternative development options available under the Zoning Ordinance in order to preserve the woodlands and trees.

2. The developer may remove Regulated Trees within those portions of the site that are set aside or required for installation of storm water management, sanitary and water lines, roads, utilities, and other requirements of the Township without replacement. The developer may not clear cut woodland areas on the property and must consider routes for sewer and utilities that preserve the established woodlands on the property.

3. The developer may remove Regulated Trees within other areas of the site, including those for building construction, provided they comply with the applicable replacement requirements in Section (g) of this ordinance. The integrity of woodland areas shall be maintained to the greatest extent reasonably possible, regardless of whether such woodlands cross property lines.

4. Where the proposed activity involves residential development, the residential structures shall, to the extent reasonably feasible, be designed and constructed to use the natural features of the site.

5. The suitability of the Landscape and Replacement plan based on maintaining the character and harmony of the surrounding area.

C. *Reviewing Body*. The Planning Commission shall be the reviewing body for tree removal permits on subdivisions of three or more lots.

D. *Appeals*. If, in the opinion of the Planning Commission, the request for tree removal does not satisfy the above criteria, then within 30 days from the Planning Commission's decision, an applicant may appeal in writing to the Zoning Board of Appeals for review and decision.

(g) Relocation and Replacement

A. *Replacement ratio.* The permit holder shall provide Replacement Trees for each Regulated Tree to be removed in excess of exemption in accordance with the following schedule based on the location of the tree to be removed. When the number of Replacement Trees results in a fraction, any fraction up to one-half shall be disregarded, and any fraction over and including one-half shall require one Replacement Tree. The minimum size for Replacement Trees is 8 feet in height for coniferous trees and 2.5 inches in caliper for deciduous trees.

Replacement Tree Size	Number of Replacement Trees Per Tree to Be Removed [1]		
	Building Envelope	Front Setback	Other Setback
Coniferous (height):			
8 feet	1.0 trees	2.0 tree	1.5 trees
8.01 – 10 feet	0.75 trees	1.5 trees	1.0 trees
Greater than 10 feet	0.5 tree	1.0 trees	0.75 trees
Deciduous (Caliper):			
2.5 – 3 inches	1.0 trees	2.0 tree	1.5 trees
3.5 – 3.99 inches	0.75 trees	1.5 trees	1.0 trees
4 inches or greater	0.5 tree	1.0 trees	0.75 trees

1. No replacement trees are required within the Building Pad and Driveway zone as defined in this ordinance.

2. An applicant may request a modification of the number or Replacement Trees required to the Planning Commission for the use of coniferous Replacement Trees greater than 12 feet in height and deciduous trees greater than 6 inches in caliper.

3. For non-single family lots located in a sending zone, as defined in the Holly Township Master Plan, the Number of Replacement Trees per Tree to be removed shall be doubled.

B. *Minimum requirements.* All Replacement Trees shall satisfy current American standards for nursery stock and shall be as follows:

1. Nursery grown or comparable, or relocated from the same parcel.

2. Number one (1) grade, with a straight, unsecured trunk and a well-developed uniform crown.

3. Guaranteed for one (1) year from the time of planting.

4. A species not included on the list of Removable Trees.

5. Tree replacement shall occur within one year of permit issuance except for parcels greater than 10 acres. For parcels greater than 10 acres Replacement Trees shall be planted within three years or prior to a change in use, whichever occurs first or by providing an acceptable tree removal and replacement plan approved by the Planning Commission.

C. *Location.* The location of any Replacement Tree shall be on the same parcel as the removed tree whenever feasible, as determined by the reviewing body. If the tree replacement on the same parcel is not feasible the reviewing body may:

1. Designate another planting location for the Replacement Tree within the Township, approved by the Township Board; or

2. Require the permit holder to deposit into the Township General Fund, Tree Preservation Line, an amount determined by resolution of the Township Board for tree replacement that would otherwise be required. These funds shall be utilized for the planting, maintenance and preservation of trees and woodland areas within the Township.

D. *Maintenance.* Replacement Trees shall be staked (where practical), fertilized, watered and mulched to ensure their survival in a healthy, growing condition.

E. Property Owners are responsible to take all measures necessary to ensure the health of Replacement Trees.

F. Performance guarantees.

1. For permits issued under Sec. (e), if the replacement requirement is not satisfied within one year of the permit issuance, then the township may bill the property owner for the cost of said Replacement Trees and their planting. At the end of each fiscal year the Zoning Administrator shall report any such charges to the Township Board. When reported, the charges shall become a

lien upon the property on which such Replacement Trees should have been planted and shall be assessed and collected and the township may deposit any funds received in the township's tree fund. In the case where the tree removal permit was issued in connection with a building permit, the zoning administrator may withhold final project approval until the replacement obligation is satisfied or bond is provided. The property owner shall be responsible for timely advising the Township when the required Replacement Trees have been planted on the property owner's property.

2. For permits issued under Sec. (f), the applicant shall post an acceptable form of an irrevocable letter of credit, cash escrow, certified check, or other township-approved performance security in an amount determined by the building official, equal to one and one-half (1-1/2) times the amount required for the required Replacement Trees according to the approved landscape plan, together with reasonable administrative expenses. Required performance guarantees shall be provided to the Township after approval of the proposed tree removal permit but prior to the initiation of any tree removal. After determination by the building official that all Replacement Trees are in compliance with the approved landscape plan, the letter of credit or other securities shall be released.

(h) Terms of Permit

A. Any and all tree removal permits issued by the Township to a developer shall expire (unless extended) at the same time as the contemporaneous approval granted by the Township, for the development, if any (i.e. tentative preliminary plat, preliminary site plan, special land use, site plan approval, etc.).

B. Any and all tree removal permits issued by the Township to any persons for an activity regulated under this Section for which a contemporaneous approval of the development is not required by the Township (i.e. removal of trees by a builder in connection with construction of a residence upon a parcel) shall expire one (1) year from the date of issuance.

C. Any activity regulated under this Section which is to be commenced after expiration of a tree removal permit shall require a new applicant, additional fees and new review and approval.

(i) Display of Permit

The permit holder shall conspicuously display the tree removal permit on-site. The permit shall be displayed continuously while trees are being removed or while activities authorized under the permit are performed and for ten (10) days following completion of those activities. The permit holder shall allow the Township to enter and inspect the premises during reasonable business hours or any other time during which activity is conducted as regulated by this Ordinance. Failure to allow an inspection authorized under this Section is a violation of Sections (e) or (f) above.

(j) Enforcement and Administration

To ensure enforcement of this Section and the approved plan for tree removal, various inspections may be performed at the site at the direction of the Township. The applicant will be responsible for all inspection fees. The Township shall have the authority to promulgate additional regulations to implement the terms of this Section.

(k) Violations

A violation of this Article shall be subject to the same penalty provisions as violations of the Zoning Ordinance.

(l) Variance

Applicants may seek variances from the provisions of this Ordinance by filing a written request with the Township which variances may be granted by the Zoning Board of Appeals upon a showing of practical difficulty.

(m) Tree Protection

The following tree protection standards shall be followed:

A. All trees which have been approved for removal shall be so identified on site by fluorescent orange spray paint (chalk base) or by red flagging tape prior to any activity. Trees selected for transplanting shall be flagged with a separate distinguishing color.

B. No person shall conduct activity within the drip line of any tree designated to remain, including but not limited to the placing of solvents, building materials, construction equipment or soil deposits.

C. During construction, no person shall attach a device or wire to any remaining tree, except to cordon off protected areas as required.

DRAFT

MCKENNA

ADDITIONAL SERVICES
UNDER EXISTING CONTRACT

[X] **Services or Products in Addition to Existing Contract**
[ ] **Optional Services or Products per Contract Terms**

1. TO:

Karin Winchester	Date:	February 12, 2018
Holly Township Clerk	McKA Project Name:	Holly Twp Wireless Communication Facilities Ordinance Update
102 Civic Drive	McKA Project Mgr.:	Mike Deem
Holly, MI 48442	McKA Project No.:	
	Existing Contract or Fee Schedule Date:	

2. DESCRIPTION ***of Services or Products: (Contract section noted, if applicable):***

Holly has received increased interest in citing wireless communication facilities in Township. The current ordinance does not address changes in technology or require bonds for future decommissioning of towers. McKenna will revise the ordinance to regulate Wireless Communication Facilities to address these issues and implement current best management practices for wireless communication facilities. To accomplish this we propose the following course of action:

Step One
McKenna will conduct a technical review of the existing wireless communication facilities ordinance to identify outdated regulations. We will work with the Planning Commission to revise the ordinance to meet Holly Township's need relating to:

- Zoning district location requirements;
- Height restrictions;
- Setback restrictions;
- Environmental factors such as floodplain and wetland locations;
- Screening,
- Submittal requirements ,and
- Other relevant restrictions.

Step Two
McKenna will prepare a draft revised wireless communication facilities ordinance to review with the Planning Commission.

Step Three
McKenna will prepare the necessary documents for a public hearing including public hearing notices and the final draft of the ordinance based on the discussion in step two. We will present the final draft wireless communication facilities ordinance for the Planning Commission to make a recommendation to the Township Board.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

MCKENNA

Step Four
McKenna will provide a report to the Township Board explaining the intent of the revised wireless communication facilities ordinance and the process that was used for the development of the ordinance. We will attend the Township Board meeting and assist in the adoption of the ordinance.

Added Amt. (Any additional conditions are attached): ***$3,000*** *_X__ Firm __ Estimate*

3. AUTHORIZED FOR:

McKenna
(President, CM or VP Signature)

AUTHORIZED BY:

Signature

Name

Title

Date

Signature

Name

Title

Date

4. PLEASE SIGN AND RETURN TO:

Thank you.

MCKENNA
235 E. Main Street, Suite 105
Northville, Michigan 48167
Tel: (248) 596-0920 Fax: (248) 596-0930
info@mcka.com

Sec. 22-4. - Maintenance of private roads and private shared driveways.

All private roads and private shared driveways are to be maintained and repaired by the private property owners who own the property across which the private road or private shared driveway is located, whether or not that property owner can use or access the private road easement.

If the private road or private shared driveway is not properly maintained, Holly Township may make the necessary maintenance or repairs and charge the costs back to the referenced owners in accordance with this section.

(a) *Authority.* The township supervisor or his duly authorized designate shall be charged with the responsibility of enforcement of this section.

(b) *Notice to owners.* When in the opinion of the township supervisor or his duly authorized designate, a public hazard or nuisance which is dangerous to the health, safety or welfare is created by the conditions on the private road or private shared driveway, a notice shall be given to the person or persons whose name or names appear on the tax rolls of the township across which the road or private shared driveway is located in one of the following ways, requiring the hazard or nuisance to be abated at a time set by the supervisor:

(1) A letter in writing addressed to the name and address appearing on the tax rolls mailed postage prepaid by first class mail.

(2) By personal service;

(c) *Means of abatement.* If the owners, after receiving notice as provided in subsection (b), fail to correct the violation it shall be the duty of the township to abate the nuisance, either utilizing township employees or private contractors which may enter upon any land required and, with or without mechanical equipment, shall correct the violation. The abatement work shall be paid by the owner(s) of such land including an administrative fee in the amount of $150.00 per repair, per each lot or parcel. The township shall have a lien upon such lot or parcel for such expense, including administrative fees and/or other payment or fee as established by the township board, which may be assessed against the owners and collected as a special assessment on the next annual township tax roll, enforced in the manner prescribed by the general laws of the state providing for the enforcement of tax liens, enforced by collection action in the court with jurisdiction, or enforced by any other lawful means.

(Ord. of 10-15-2014, § 1)

Fire Chief
Jeremy Lintz

Email
jlintz@nocfa.com

NORTH OAKLAND COUNTY
WWW.NOCFA.ORG
FIRE AUTHORITY

PO Box 129
Holly, MI 48442

Office: 248-634-4511
Fax: 248-634-3817
Mobile: 248-459-8316

March 23, 2018

Holly Township
George A. Kullis, Supervisor
102 Civic Drive
Holly, MI 48442

RE Great Lake Subdivision Road Conditions-Holly Township

Dear Mr. Kullis

At your request during the last Fire Board meeting, the fire department performed an on-site inspection at the Great Lakes Subdivision. The inspection included the condition of the road surfaces, road widths, site distances, drainage and structures that would impair or delay access to a resident in an emergency. This onsite review was conducted March 19 and 20, 2018. This was not an engineering analysis and does not purpose that all potential problems have been identified. That responsibility would fall on the ***owners*** of these private roads.

The Fire department has been requested to review and comment on the condition and safety of the roads throughout the Great Lakes Subdivision a number of times over the past several years. I have included them at the end of this letter for reference and your convenience.

During ***this*** review conditions remain essentially the same as the last observation which include lack or limited Road Gravel depths resulting in excessive ruts throughout the road system, standing or ponding water in the road way, steep grades in a number of locations, one car wide lanes that do not allow two vehicles to pass and vegetation growth along the roadway that needs to be cut back.

It should be noted that repairs appear to have been done throughout the intervening years, but it appears to be limited to spot graveling to correct the worse situations and some minimal brush clearing along the shoulders.

What appears to be needed is a long-term funding program to allow this residential development to bring these roads up to compliance with the former Holly Township Private Road Ordinance or the current Oakland County Road standards. These standards were developed with sound engineering background, of which, safety of the residents and motorists was of paramount importance. This type of approach would require the Great Lake Subdivision Association to hire a Civil Engineer to complete a comprehensive analysis. This analysis should include a review of the bridge on East Lakeshore Drive to validate the condition and weight limit.

Fire Chief
Jeremy Lintz

Email
jlintz@nocfa.com

NORTH OAKLAND COUNTY
NOCFA
WWW. .ORG
FIRE AUTHORITY

PO Box 129
Holly, MI 48442

Office: 248-634-4511
Fax: 248-634-3817
Mobile: 248-459-8316

In the short term, immediate attention should be paid to the following improvements:

- Numerous areas of standing water in low areas- thus requiring vehicles to drive around them- resulting from poor drainage from failed culverts or inadequate grading made worse by the lack of gravel. When the ground thaws, and spring rains begin, such areas should be identified and corrected to avoid the impediment of emergency vehicles.
- Many segments of the roads are excessively narrow and one lane at best. Brush growth along the shoulders make this situation worse. Their brush clearing program should continue this spring; including stump removal to prevent regrowth that cannot be controlled by planned shoulder mowing.
- Graveling program needs to continue to restore the road surface where it has eroded or disappeared to eliminate rutting. Most of the roads have nowhere near the depth of processed road gravel to support heaver truck traffic such as fire trucks.
- The portion of Woodland Drive North of Pinewood leading to the boat launch is impassable and should be restored. This is the direct route to the launch for emergency response and avoids the steep hill on South Shore Drive which lacks gravel and the approach at the top of the hill is full of ruts.
- The portion of Shields Road leading to the last house at 6064 Shields is badley rutted and most of the stretch has no gravel.
- A Review and safety inspection should be performed for the bridge on East Lakeshore Dr. to avoid a catastrophic failure. Bridges on roadways need periodic safety inspections by a qualified engineer.

This is just a list of short term items that should be address while a long term and ongoing solution to these nonstandard roads and in some cases trails is developed.

In Fire Safety,

C Douglas Smith CSP, CFPS
Deputy Fire Chief

Matt Weil CFI
Assistant Chief

Jeremy S Lintz
Fire Chief

Proudly Serving Holly and Rose Township

Proudly Serving The Communities of
Holly & Rose Township
www.nocfa.org

Jeremy S. Lintz
Fire Chief
PO Box 129
Holly, MI 48442
Office – 248-634-4511 ext. 2
Fax – 248-634-3817
Email – jlintz@nocfa.com

December 14, 2010

To: Mr. Mark Maddock
Great Lakes Country Club Association
14903 Great Lakes Blvd.
Holly, MI 48442

From: Jeremy Lintz
NOCFA Fire Chief

Re: Bridge Closing on E. Lakeshore

Dear Mr. Maddock

On December 9, 2010 you met with me at my office to talk about the condition of the bridge on W. Lakeshore in the Great Lakes Country Club Subdivision. You explained to me that the guard rails on the bridge were falling down due to erosion and that you felt that it posed a safety issue and were thinking of closing the road down at the bridge. You suggested that the Fire Department consider using E. Lakeshore Dr. as an alternate route to access residents that are located beyond the bridge location. I told you that I would have to go out and inspect the conditions of E. Lakeshore Drive before making my decision.

On December 10, 2010 I went out and inspected the condition of E. Lake shore Drive, the proposed alternate route and I found several problems that would hamper our efforts to respond to an emergency.

1. E. Lakeshore has a steeper grade then W. Lakeshore and would make it more difficult to get large fire trucks up the hill during winter conditions, in fact on the day I visited the site I could barely make it up the hill in my 4x4 SUV and there was minimal snow on the road surface that day.
2. There is a lot of overgrowth from trees and other vegetation throughout the length of the road. All of this would have to be cut back several feet. Any branches hanging down below 13 feet would also need to get cut back.
3. The intersection or curve at the far North end of E. Lakeshore Drive where the road changes direction back to the East is greater than 110 degrees and does not have a wide enough radius for some of the fire department apparatus to make the turn. The radius would have to be increased by at least 10 feet at that location.

I have included an aerial map of the area indicating the items mentioned above.

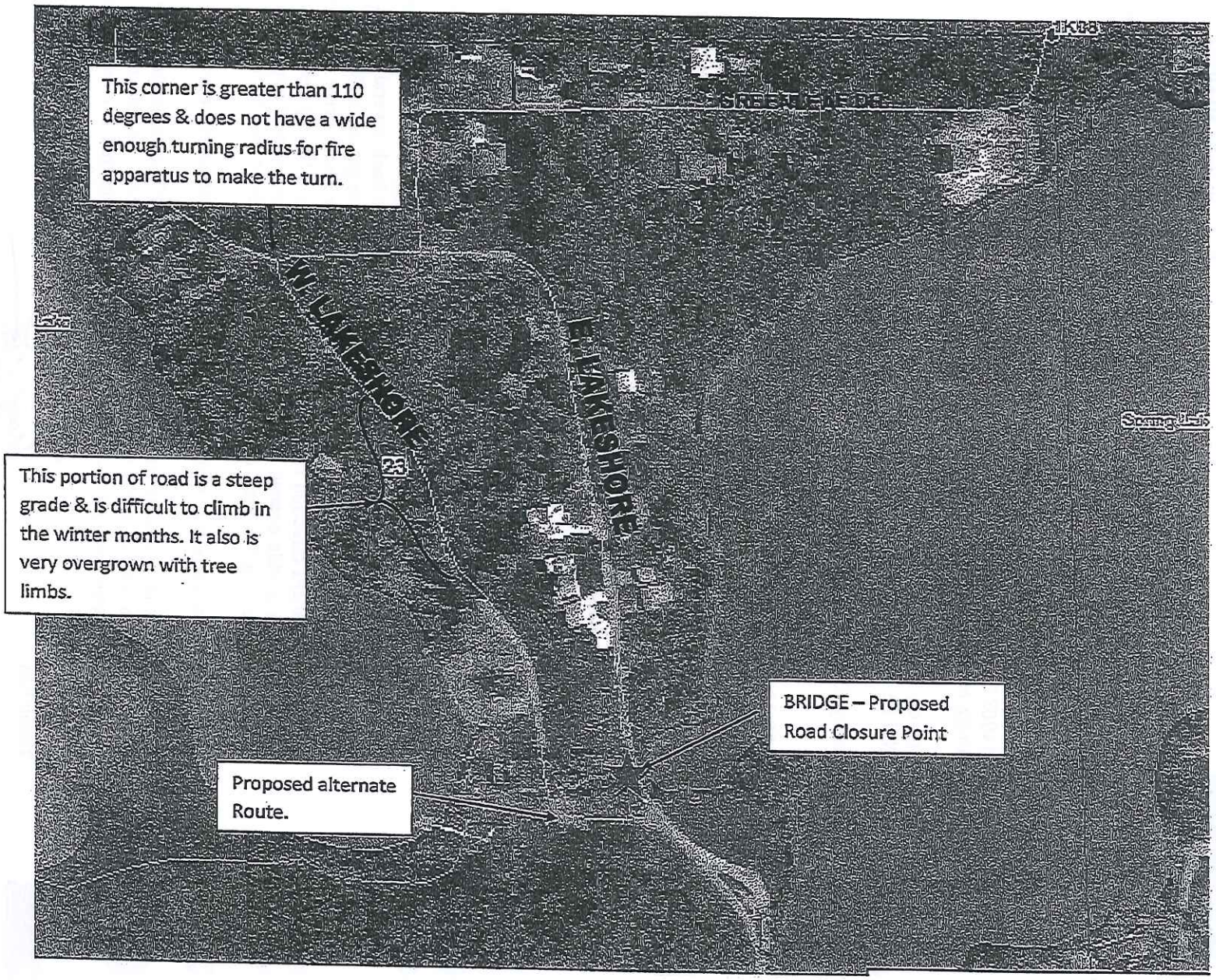
It is my opinion that you should not close W. Lakeshore Drive. If your ultimate decision is to do so I cannot guarantee that the Fire Department would be able to get the necessary emergency equipment to the sixteen or so residents that live beyond the point of the bridge.

Thank You

Jeremy Lintz- Fire Chief

CC: Holly Township

NOCFA Oakland County Fire Authority


This corner is greater than 110 degrees & does not have a wide enough turning radius for fire apparatus to make the turn.
W LAKESHORE
E LAKESHORE
This portion of road is a steep grade & is difficult to climb in the winter months. It also is very overgrown with tree limbs.
BRIDGE – Proposed Road Closure Point
Proposed alternate Route.

Proudly serving the communities of
Holly and Rose Township

Jeremy Lintz, Fire Chief
PO Box 129
Holly, MI 48442
248-634-4511 office
248-531-0029 fax
248-459-8316 cell
jlintz@nocfa.com

North Oakland County Fire Authority

July 3, 2006

Mr. Dale Smith – Holly Township
Mr. Chester Koop – Rose Township

Dear Sirs,

NOCFA would like to address some concerns regarding the condition of area private roads in both Holly and Rose Township. There are several private roads throughout each township that are in very poor condition. Some of these roads include, Eveline and Kenyon Lake roads in Rose Township and all of the roads located in the Great Lakes Subdivision in Holly Township. These roads are not being maintained and pose a great concern in regards to life safety. Problems like overgrown vegetation, inadequate gravel bases and narrow road lanes make it difficult for Fire Department apparatus to access homes and in some instances over the past few years we were not able to get apparatus to homes at all. We have tried to deal with some of these concerns with the residents that live on these roads however little if anything at all is ever done about it.

NOCFA would like each of the townships to look into this problem and come up with some sort of resolution. Most of these roads in question are older roads that do not have to conform to current Private Road Standards. If at all possible something needs to be put in place and all of the private roads that are of concern need to be improved.

Sincerely,

Jeremy Lintz
Fire Chief

North Oakland County Fire Authority

Proudly serving the communities of Holly and Rose Township

Jeremy Lintz, Fire Chief
PO Box 129
Holly, MI 48442
248-634-4511 office
248-531-0029 fax
248-459-8316 cell
jlintz@nocfa.com

March 23, 2005

Residents of Great Lakes Country Club Subdivision

Dear Sir or Madam:

This letter is to advise all residents living in the Great Lakes Country Club Subdivision that over the past 3 weeks the Fire Department has been unable to respond to the residents living on Green Leaf, Ashwood and parts of East and West Lakeshore due to the condition of the roads. There were 2 emergency calls on Green Leaf last week and we were unable to get the proper equipment back to the residence on that road. I spoke with Mr. Mark Maddox the association president as well as Mr. Walter Trone the road commissioner regarding the condition of the roads and told them that this was unacceptable and that the worst areas of East and West Lakeshore needed to be repaired immediately. On Tuesday, March 22 2005 the two areas that I requested be immediately repaired were filled in with crushed concrete and are now somewhat passable, however it is my opinion that all of the roads in the Great Lakes Country Club Subdivision be updated and improved with wider roads and a new bed of gravel. I realize the subdivision is private and I respect the fact that you value that privacy and are hesitant to allow the County to take over the roads, however all of the roads in your subdivision are in very poor condition and the fact that we were unable to get Emergency equipment to two different residence should be a big eye opener to the realization that the roads need to have some major improvements done to them. My advice to your community is to attend one of the Holly Township Board meetings to see what options are available to resolve this issue. The situation which occurred last week can not be allowed to happen again. Please keep in mind that the condition of the roads in your community can have a huge impact on your safety and well being.

Sincerely,

Jeremy Lintz
Fire Chief / EMS Coordinator

Authentisign ID: 8D6676C6-3614-4EA1-8D3C-C2AA0DB4C0D4

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

East Central Association of REALTORS® - Purchase Agreement

1. **AGENCY RELATIONSHIP:** The undersigned Buyer(s) acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships dated 01/10/2018. The selling licensee is acting as a Designate Buyers Agent.

2. **OFFER TO PURCHASE** – The undersigned, hereinafter known as "Buyer(s)" hereby agrees to purchase property listed with Not Listed and purchased through Brant & Associates Real Estate, the property commonly known as: unit 2 VL Grange Hall Rd tax id 01-28-303-002 Holly MI Zip: 48442 and legally described as: vacant land described by Holly Township at parcel ID Only stated below.

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# 01-28-303-002 and located in the ☐ City ☐ Village ☒ Township of Holly, County of Oakland, Michigan. Buyer(s) accepts all existing building and use restrictions, deed restrictions easements and zoning ordinances, if any, and to pay therefore, the sum of Five Thousand dollars ($ 5,000.00).

3. **TERMS OF PURCHASE** – As indicated by "X" below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier's check or certified funds.

☒ **Cash Sale:** The full purchase price payable in the form of a cashier's check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before _____, In the event the Buyer(s) or Buyer(s) Agent does not provide the Seller(s) Agent with verified funds by the date provided, the Seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.

☐ **New Mortgage:** The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and the Buyer(s)'s ability to obtain a _____ mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than_____ years, in the amount of _____% of purchase price, which Buyer(s) shall make written application within three (3) business days after the later of: (a) Seller(s) and Buyer(s) acceptance of this contract; and (b) waiver/satisfaction of any inspection contingencies contained in paragraph 13 below. If Buyer(s) fail to deliver to Seller(s) evidence of the loan approval before _____, 20___, Seller(s) may cancel this agreement with written notification to the Buyer(s) and/-or Buyer(s) agent.

In the event that the Buyer(s) does not make written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s) or Buyer(s) Agent.

Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.

☐ **Sale to Existing Mortgage Land Contract:** Upon execution and delivery of
- ☐ A recordable Warranty Deed and subject to existing mortgage
- ☐ Assignment of vendee's interest in Land Contract.

Buyer(s) to pay the difference (approximately $ _____) between the purchase price and the balance as of day of closing, of said mortgage or land contract bearing interest at _____ % per annum and with monthly payments of $_____ which _____ do _____ do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above (see paragraph 11). **SELLERS(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

☐ **Land Contract:** The down payment of _____ Dollars ($_____) and the execution of a _____ land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of $_____ in _____ payments of _____ or more, which ☐ (SHALL) ☐ (SHALL NOT) include interest payment at the

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract. InstanetFORMS

rate of _____ % percent per annum, and which ☐ (SHALL) ☐ (SHALL NOT) include prepaid taxes and insurance. The contract shall be paid in full on or before _____ years from date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before _____, which must be approved or rejected in writing by the Seller(s) within _____ days of receipt of said credit report. In the event Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

4. SELLER CONTRIBUTIONS- At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the following from their proceeds on behalf of the buyer up to: 0 % of sales price or $ 0.00 , toward Buyer closing costs, pre-paids, and escrows, and Lender approved costs. na

5. CLOSING FEES- Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs required for recording Deed and any security instruments. When the sale is either Cash or Seller Financed, the closing fee charged by the closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee charged by the closing agent shall be paid in full by the buyer. Buyer shall not be responsible for Seller contracted closing fees.

6. PURSUANT TO THE ABOVE INDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE 01/31/2018 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING. BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48 HOURS PRIOR TO CLOSING.

7. FIXTURES AND IMPROVEMENTS – All improvements and fixtures are included in the purchase price if in or on the property, including the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans, drapery and curtain hardware, window coverings, shades and blinds, built-in kitchen appliances including; garbage disposal, drop-in ranges and range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary laundry tubs, water softener (unless rented), water heater, sump pump, water pump and pressure tank; heating and air conditioning equipment (window units excluded), attached humidifiers; heating units including; add-on wood stoves and wood stoves connected by flue pipe, fireplace screens, inserts and grates, fireplace doors, if attached, liquid heating and cooking fuel tanks if owned by Seller(s); TV antenna and complete rotor equipment, television wall and/or ceiling brackets, invisible fence, equipment and accessories, all support equipment for in ground pools; screens, storm windows and doors; awnings, basketball backboard and goal, mailbox, fences, detached storage buildings, underground sprinkling, including the pump, installed outdoor grills, all plantings and bulbs, garage door opener and control(s); and any and all items and fixtures permanently affixed to the property.
Exclusions: _____

8. PRIMARY HEATING FUEL – (propane, fuel oil, corn, wood, etc., if applicable) Seller(s) shall maintain an adequate amount of primary heating fuel (if primary heating system requires) on the property until possession is surrendered. Any remaining heating fuel after possession is surrendered shall belong to the Buyer(s) and Seller(s) shall not be entitled to any credit from the fuel provider.

☐ **See attached Bill of Sale / Personal Property Statement**

9. TITLE – As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the title in marketable condition. Any additional expenses incurred in obtaining a Without Exceptions Title Policy shall be the responsibility of the Buyer(s). **Title Objections:** If objection to the title is made, based upon written opinion of the Buyer(s)'s attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s) agrees to complete the sale. Seller(s) agrees to sell and convey marketable title to the property subject to easements and restrictions of record and including gas, oil and mineral rights owned by Seller(s). Title to any gas, oil and mineral rights to be conveyed but not warranted by Seller(s).

10. POSSESSION – Possession to be given ☒ immediately following closing; up to ☐ _____ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller(s) shall pay Buyer(s) rent (which commences the day of closing), during time of Seller(s) occupancy after closing ☐ $_____ per day; ☐ at an amount prorated per day equal to Buyer(s) monthly payment including principal, interest, taxes, insurance, condominium dues and association dues. Seller(s) further agree and authorize said REALTOR® to retain and deposit in REALTOR®'S or designee's Trust Account, monies agreed upon during Seller(s)'s occupancy. Seller(s) further authorizes said REALTOR® or designee to disburse said funds necessary following possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by date property is vacated and keys surrendered to Buyer(s) or the Listing REALTOR® and further paying the final water and sewer bill, if applicable, and disbursing remaining funds to the Seller(s). **The parties acknowledge that the REALTOR®(s) has no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the**

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract. InstanetFORMS

property, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more than 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).

10a. At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in "broom clean" condition. Seller(s) shall maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Seller(s) is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowner's policy, as well as for any deductible portions of a covered claim. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

10b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

10c. If Seller(s)'s Tenants occupy the property, then:

- ☐ Seller(s) shall have the tenants vacate the property before closing.
- ☐ Buyer(s) shall be assigned all Landlord Rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord Rights and obligations the day of closing.

11. TAXES: Unless otherwise indicated below, real estate taxes billed before close of sale are to be paid by Seller. All Real Estate taxes billed on or after close of sale shall be paid by the Buyer. **FOR PURPOSES OF THIS CONTRACT,** taxes are to be prorated as indicated by an "x" below. The amount to be based on latest tax figures regardless of the Personal Residence Exemption Status (formerly known as Homestead/Non-Homestead). **NOTE:** Local Municipalities' taxes may be based on different due dates which have no bearing on tax prorations as agreed upon in this contract. **The Personal Residence Exemption Status and any potential property assessment/tax increases due to change of ownership should be verified with the local taxing entity by the buyer.** After closing buyer is responsible for verifying that Property Transfer Affidavit and Personal Residence Exemption is filled with the local Assessor. All special assessments, including current installments and unbilled portion of future installments, which have become a lien upon the land, shall be paid by the Seller at closing (except for perpetual type assessments; i.e. trash removal, street lighting, county drain maintenance water debt or bonds, aquatic weed control).

- ☐ **Taxes to be pro-rated in ADVANCE, with July bill covering July 1 through June 30; December bill covering January 1 through December 31. Buyer to be responsible for taxes from and including the day of closing.**
- ☒ **No Tax Proration.**
- ☐ **Other:** _____

_____

12. BUYER(S) AGREES – that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same **"AS IS",** in current condition, subject to any inspection contingencies contained in paragraph 13 below. Buyer shall have the right to a walk-through inspection of the property within forty-eight (48) hours prior to closing in order to determine the property has been maintained in its current condition.

13. PROPERTY INSPECTIONS – Buyer acknowledges that REALTOR®/Broker has strongly recommended that the Buyer(s) selects a licensed contractor and/or a qualified inspector to inspect and investigate the property as well as conduct tests for possible environmental hazards including but not limited to mold, radon, etc. Buyer(s) understands and agrees there may be defects that cannot be observed or discovered during the home inspection process. **Buyer(s) agrees to indemnify, and hold harmless the Seller(s), real estate brokerages and their agents for any loss, damage and/or injuries to persons or property incurred during any inspections.**

☒ Buyer(s) does not desire to obtain any inspections of the property and agrees to accept the property "AS IS", in its present condition, with no warranties expressed or implied from the Seller(s), real estate brokerages or their agents.
Buyer(s) Initials [CA]

☐ **This Contract is contingent upon Buyer(s) receipt of satisfactory inspection report(s) of the below checked item(s), at Buyer(s) expense. Buyer(s) Initials_____ _____**

1. ☐ Yes ☐ No **HOME INSPECTION**
2. ☐ Yes ☐ No **RADON TEST**
3. ☐ Yes ☐ No **WELL/WATER TEST**
4. ☐ Yes ☐ No **PERCOLATION TEST**
5. ☐ Yes ☐ No **SEPTIC TEST**
6. ☐ Yes ☐ No **INFESTATION TEST**
7. ☐ Yes ☐ No **OTHER INSPECTIONS OF:** _____

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract. InstanetFORMS

14. ALL REQUESTED INSPECTIONS AND TESTS ABOVE MUST BE COMPLETED WITHIN 0 CALENDAR DAYS OF SELLER(S) AND BUYER(S) ACCEPTANCE OF THIS CONTRACT UNLESS OTHERWISE AGREED TO ABOVE. If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) if requested specifying any defective or unsatisfactory condition(s), no later than 5 business days following inspection. **If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) accepts the property "as is".** In the event of a timely and valid notice of unsatisfactory defect or unsatisfactory test result, the Buyer(s) shall have the option to request Seller(s) to correct the defect, or terminate this agreement with full refund of the Earnest Money Deposit to the Buyer(s). In the event Buyer(s) requests a correction of the defect, Seller(s) has the option to **notify in writing within 3 business days of said notice** agreeing **to** correct the defect as outlined above or the **Buyer(s)'s Earnest Money Deposit will be returned in full termination of this agreement**. *Upon Buyer(s) removal or waiver of requested inspections if any or upon Seller(s) and Buyer(s) written mutual agreement to inspection corrections, if any, Buyer(s) shall make written application for financing within **(3) Business** days of receipt of said agreement and proceed with the TERMS OF PURCHASE – according to (*paragraph* 3) New Mortgage.

NOTICE: If mortgage report (survey) is required by mortgage lender, said lender may deny financing due to easements, encroachments or other unforeseen circumstances. Buyer(s) shall be responsible to pay for the cost of all inspections shall be paid for by buyer unless otherwise agreed to in writing.

15. SURVEY: Buyer(s) and Seller(s) acknowledge the REALTORS®/Brokers recommend a stake survey at Buyer's expense to determine the true and accurate boundaries of the property and the location of the improvements thereon. Buyer(s) understands and agrees that the REALTORS®/Brokers do not warrant location of the improvements, easements, and the boundaries of the property, nor assume any responsibility for the representations by the Seller(s) regarding the location of the improvements, easements, and the boundaries of the property. When closing occurs, Buyer(s) shall be deemed to have accepted the location of the improvements, easements, and the boundaries of the property.

SURVEY: MORTGAGE: ☐ Yes ☒ No **STAKE:** ☐ Yes ☒ No Initial [GA] _____

FLOOD INSURANCE: Determining the existence of a Flood Insurance requirement or wetlands is the responsibility of the Buyer(s).

LENDER REQUIRED REPAIRS, if any, shall be paid by:

☐ **Seller(s) not to exceed $_____.** ☐ **Buyer(s) not to exceed $_____.**

☐ **Yes** ☒ **No HOME WARRANTY:**

Paid for by: ☐ **Seller(s)** ☐ **Buyer(s)**

16. RECEIPT OF DISCLOSURES – Buyer(s) acknowledge that they have received copies of the following:
☒ Agency Disclosure ☐ Lead Based Paint ☐ Seller(s)'s Disclosure ☐ Land Division Act, P.A. 87 ☐ Exempt under Sellers Disclosure Act #92 of 1993

17. FEES OR CONSIDERATIONS – Buyer(s) and Seller(s) hereby acknowledge notice of the fact that REALTOR®(s) may accept a fee consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

18. The Seller(s) and Buyer(s) agree that the terms of this transaction may be released to the East Central Association of REALTORS® for distribution according to the rules and regulations promulgated for distribution of the same.

19. *"TIME IS OF THE ESSENCE"* - With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for its preparation.

20. BINDING ARBITRATION – Any claim or demand of Seller(s) or Buyer(s) arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association for residential arbitration. This is a voluntary agreement between the Buyer(s), Seller(s) and REALTOR® Broker/REALTOR® agents. Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.

InstanetFORMS

Authentisign ID: 8D6676C6-3614-4EA1-8D3C-C2AA0DB4C0D4

Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. **This agreement is enforceable as to all parties and REALTOR® Broker(s) / REALTOR® Agent(s) who have agreed to arbitrate as acknowledged by their initials below**. The terms of this provision shall survive the closing.

Seller(s) Initials	_____ _____	Buyer(s) Initials	_____ _____
REALTOR® Broker(s)		REALTOR® Broker(s)	
REALTOR® Agent(s) Initials	_____ _____	REALTOR® Agent(s) Initials	_____ _____

21. DEFAULT – In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

22. REALTOR'S® AUTHORIZATION – The undersigned REALTOR®(s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of this Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of _____ Dollars ($ 0.00) in the form of _____, as goodwill or earnest money that Buyer(s) shall comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void. Said deposit must be verified in REALTOR®'s account before deposit can be refunded to Buyer(s).

23. RECEIPT - REALTOR® on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling REALTOR®'s trust account, unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Licensing and Regulatory Affairs or unless otherwise specified:

na

Date: na **Office ID # (** _____ **) Company:** Brant & Associates Real Estate

By: _____ **SALESPERSON, Perm. ID #: (** _____ **) Phone:** _____

Ken Brant

24. AGREEMENT – The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supercedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the REALTOR®, his/her REALTOR® salesperson(s) or REALTOR®'s agent(s) concerning the fitness and condition of the property. **The REALTOR® and his/her REALTOR® agent(s) assume no responsibility for the condition of the property or for the performance of the contract. The parties hereto hold harmless the real estate offices and agents for any adverse conditions.** We acknowledge that REALTOR®(s)s are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. As an alternative to physical delivery, the Buyer(s) and Seller(s) agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered via electronic mail and/or by facsimile. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

25. OTHER TERMS AND CONDITIONS -

Sale subject to Holly Township confirm in writing that all easements and site plans on property has expired.

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract. InstanetFORMS

26. ACKNOWLEDGEMENT – Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer.

Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyer's Agent of Seller(s)'s acceptance. If notice of acceptance of this offer by the Seller(s) is not given by **(Date)** 03/30/2018 **at** 5 ☐AM/☒PM, this offer shall expire and be of no further force and effect.

Tom Alter for Genisys Credit Union		Authentisign [signature]	03/22/2018
Buyer: Print Name	**Marital Status**	**Buyer: Signature** 11:25 AM EDT	**Date**
Buyer: Print Name	**Marital Status**	**Buyer: Signature**	**Date**

Address: 2100 Executive Hills Dr **City:** Auburn Hills **State:** MI **Zip:** 48326 **Phone:** _____

	01/10/2018
Agent Acknowledgement	**Date**
Ken Brant	

27. SELLER(S) ACCEPTANCE – Seller(s)'s hereby accept the Buyer(s)'s offer and acknowledge receipt of a copy of this agreement.

Seller: Print Name	**Marital Status**	**Seller: Signature**	**Date**
Seller: Print Name	**Marital Status**	**Seller: Signature**	**Date**

Address: _____ **City:** _____ **State:** _____ **Zip:** _____ **Phone:** _____

Agent Acknowledgement	**Date**

28. COUNTER OFFER – This Purchase Agreement is amended as follows:

Seller(s) has the right to rescind this offer in writing and accept other offers until notice is given to Seller(s) or Listing Agent of Buyer(s)'s acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by **(Date)** _____ **at** _____ **AM/PM**, this offer will expire and be of no further force and effect.

Seller: Print Name	**Marital Status**	**Seller: Signature**	**Date**
Seller: Print Name	**Marital Status**	**Seller: Signature**	**Date**

Address: _____ **City:** _____ **State:** _____ **Zip:** _____ **Phone:** _____

Agent Acknowledgement	**Date**

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.

InstanetFORMS

Authentisign ID: 8D6676C6-3614-4EA1-8D3C-C2AA0DB4C0D4

29. BUYER'S ACCEPTANCE OF COUNTER OFFER – (Date) _____ **at** _____ ☐AM/☐PM.
In the event the acceptance was subject to certain changes from Buyer(s) offer, Buyer(s) agrees to accept said changes, and all other terms and conditions remain unchanged.

Buyer: Signature	**Buyer: Signature**
Agent Acknowledgement	**Date**

30. REALTOR® CONTACT INFORMATION –

Ken Brant Buyer(s) REALTOR® Name	Seller(s) REALTOR® Name
ken@brantsrealestate.com 8108538440 Agent Email/Cell Phone	Agent Email/Cell Phone
Brant & Associates Real Estate Broker/Company Name	Not Listed Broker/Company Name
810-208-7888 Company Phone Number	Company Phone Number

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.

InstanetFORMS

MCKENNA

Memorandum

TO: Holly Township Planning Commission

FROM: Michael Deem, AICP

SUBJECT: Solar Energy Facilities

DATE: March 27, 2018

The first draft of the Solar Energy Facilities Ordinance was presented to the Planning Commission at the March Planning Commission meeting. The purpose of this ordinance is to facilitate the construction, installation, and operation of Solar Energy Facilities in a manner that protects public health, safety, and welfare of the residents of Holly Township.

Based on the discussion, moved the following to the Primary and Secondary Use requirements:

- Visibility standards
- Decommission plan requirements

I will be at the meeting to answer any questions. If you have questions before the meeting, please email me at mdeem@mcka.com.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

TOWNSHIP OF HOLLY
CODE OF ORDINANCE AMENDMENT

AN ORDINANCE TO AMEND THE HOLLY TOWNSHIP CODE OF ORDINANCES BY AMENDING CHAPTER CHAPTER 32 ZONING, ARTICLE IV SUPPLIMENTARY REGULATIONS: ADD SECTION – SOLAR ENERGY SYSTEMS REGULATIONS ORDINANCE.

THE TOWNSHIP OF HOLLY ORDAINS:

SECTION 1 – AMENDMENTS

Section 32-94- Agricultural residential district (AGRE)

(b). Permitted uses

(6) Direct use solar energy systems

(c). Special uses

(14) Primary use solar energy systems

(15) Secondary use solar energy systems

Section 32-95-Rural Estates (RE) and suburban residential (SR) districts.

(b). Permitted uses

(6) Direct use solar energy systems

(c). Special uses

(11) Primary use solar energy systems

(12) Secondary use solar energy systems

Section 32-96- Single-family residential districts (R-1 and R-2)

(b). Permitted uses

(4) Direct use solar energy systems

(c). Special uses

(7) Primary use solar energy systems

(8) Secondary use solar energy systems

Section 32-97- Mobile home park district (MHP)

(b). Permitted uses

(3) Direct use solar energy systems

(c). Special uses

(6) Primary use solar energy systems

(7) Secondary use solar energy systems

Section 32-98- Multiple-family residential districts (RM-1 and RM-2)

(b). Permitted uses

(3) Direct use solar energy systems

(c). Special uses

(3) Primary use solar energy systems

(4) Secondary use solar energy systems

Section 32-99- Local commercial district (C-1)

(b). Permitted uses

(8) Direct use solar energy systems

(c). Special uses

(5) Primary use solar energy systems

(6) Secondary use solar energy systems

Section 32-100- General commercial district (C-2)

(b). Permitted uses

(6) Direct use solar energy systems

(c). Special uses

(8) Primary use solar energy systems

(9) Secondary use solar energy systems

Section 32-101- Office service (OS) district

(b). Permitted uses

(15) Direct use solar energy systems

(c). Special uses

(4) Primary use solar energy systems

(5) Secondary use solar energy systems

Section 32-102- Limited industrial district (LI)

(b). Permitted uses

(8) Direct use solar energy systems

(9) Secondary use solar energy systems

(c). Special uses

(12) Primary use solar energy systems

Section 32-103- General industrial district (GI)

(c). Special uses

(6) Primary use solar energy systems

Section 32-165. Solar Energy Facilities

a) Purpose

The purpose of the Ordinance is to facilitate the construction, installation and operation of a Solar Energy Facilities (SEFs) in Holly Township in a manner that protects public health, safety and welfare and avoids significant impacts to protected resources such as important agricultural lands, endangered species, high value biological habitats and other protected resources. It is the intent of this ordinance to encourage solar facilities that reduce reliance on foreign petroleum

supplies, increase local economic development and job creation, reduce greenhouse gas emissions, and/or promote economic development diversification.

b) Definitions

1) "Applicant" is the Landowner, developer, facility owner, and/or operator with legal control of the project, including heirs, successors and assigns, who has filed an application for development of a Solar Energy Facility under this Ordinance.

2) "Landowner" means the persons or entities possessing legal title to the Parcel(s) upon which a SEF is located

3) "Parcel" means all land within a legally established parcel.

4) "Practicable" means it is available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

5) "Protected Lands" means, for the purpose of this section only, lands containing resources that are protected or regulated by established regulatory standards of local, state, and federal agencies, conservation easements or other contractual instruments in such a way that prohibits or limits development of those lands.

6) "Renewable Energy Combining Zone" means a zoning district that may be combined with other base zoning and applied to specific geographic areas within the township, where the township has determined the land is suitable for a specified variety of Solar Energy Facilities and where permitting for such facilities may be expedited if specified conditions are met.

7) "Review Authority" means Holly Township.

8) "Solar Energy Facility (SEF)" means an energy facility, an area of land, or a structural rooftop principally used to convert solar energy to electricity, which includes, but is not limited to, the use of one or more solar energy systems.

9) "Solar Electric System (SES)" means the components and subsystems that, in combination, convert solar energy into electric or thermal energy suitable for use, and may include other appurtenant structures and facilities. The term includes, but is not limited to, photovoltaic power systems, solar thermal systems, and solar hot water systems.

10) "Uses Allowed" means one of the following:

    a) Direct Use – a SEF designed and installed to provide on-site energy demand for any legally established use of the property.
    b) Primary Use – a SEF that uses over 50% of the Parcel(s) and is devoted to solar electric power generation primarily for use off-site.

c) Secondary Use – a SEF that is not the Primary Use of the property and uses less than 50% of the Parcel(s) land area.

c) Applicability

1) This Ordinance applies to the construction of any new SEF within the Township.

2) A SEF legally established or permitted prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance, however:
   a) Physical modification or alteration to an existing SEF that materially alters the size, type or components of the SEF shall be subject to this Ordinance. Only the modification or alteration is subject to this Ordinance;
   b) Substantial conformance review determinations are not major amendments to a project's existing permits; and
   c) Routine operation and maintenance or like-kind replacements do not require a permit.

d) Permit Required

The type of permit required for SEFs shall be as shown in Table 1 Permit Requirements

	Direct Use	**Primary Use**	**Secondary Use**
Agricultural/ Residential	P	SLU	SLU
Commercial/ Office	P	SLU	SLU
Industrial	P	SLU	P

e) Parcel Line Setbacks

The following setbacks from the Parcel line to the closest part of the SEF shall be established as shown in Table 2. Fencing, roads and landscaping may occur within the setback.

Table 2. Setbacks

	Direct Use	**Primary Use**	**Secondary Use**
Setback from All Property Lines	Per Zoning for that District	75 feet	75 feet

f) Height

For ground mounted systems, height restrictions will be measured from natural grade below each module in the event the site has topographic changes.

Table 3. Height Limits

Type	Height
Ground Mounted	15'
Roof Mounted	5' above roof surface not to exceed the roof ridge

g) General Requirements (apply to all SEF Uses unless otherwise noted)

1) Building Permits Are Required –
   a) Nothing in this chapter modifies the minimum building standards required to construct a SEF, consistent with applicable building and fire codes. The SEF components and all accessory equipment shall comply with the most recently adopted Building Code as determined by the Building Official and Fire Code as determined by the Fire Official.
   b) A site plan shall be provided at the time of the Building Permit application demonstrating compliance with the setbacks in Tables 1 and 2.
   c) The Building Permit shall include review by local permitting departments including, but not limited to, the local Fire Authority, for Health and Safety Requirements.
2) Supplemental Information Required-
   a) The manufacturers or installer's identification and appropriate warning sign shall be posted on or near the panels in a clearly visible manner.
   b) On site power lines between solar panels and inverters shall be placed underground.
   c) If the solar energy facility consists of batteries or storage of batteries, adequate design must be provided to ensure all local, state and federal requirements regulating outdoor battery storage have been met.
   d) A copy of the application to the utility company that will be purchasing electricity from the proposed site shall be provided to the Township.
   e) An affidavit or evidence of an agreement between the lot owner and the facility's owner or operator confirming the owner or operator has permission of the property owner to apply for the necessary permits for construction and operation of the solar energy facility.
   f) A description of the proposed technology to include type of solar panel and system, fixed mounted verses solar tracking, number of panels, and angles of orientation.

g) An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator.
h) For ground mounted SEF, a description of the ground covering of native Michigan plantings beneath the solar panels (i.e. grass, plantings) and a plan for maintaining the ground cover.

3) Off-Site Facilities – When the SEF is located on more than one Parcel, there shall be proper easement agreement or other approved methods for the notification of all impacted parties.
4) Glare – Any glass, plastic, or metal panels must not produce excessive glare that is visible from the street or any neighboring home.
5) Septic System Avoidance – The SEF shall not be located over a septic system, leach field area or identified reserve area unless approved by the Department of Environmental Health;
6) Floodplain Avoidance – If located in a floodplain as designated by FEMA, or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation; and, shall not otherwise create a fire or other safety hazard as determined by the Building Official.
7) Conform to Development Standards for Underlying Zone – The SEF shall be ground mounted, or when located on structures, the SEF shall conform to the development standards for a principal structure in the zone in which such facilities and structures are to be located, except as otherwise provided herein;
8) Abandonment
   a) A SEF that ceases to produce energy on a continuous basis for 12 months will be considered abandoned unless the current responsible party (or parties) with ownership interest in the SEF provides substantial evidence (updated every 6 months after 12 months of no energy production) to the Planning Director or his designee of the intent to maintain and reinstate the operation of that facility. It is the responsibility of the responsible party (or parties) to remove all equipment and facilities and restore the Parcel to its condition prior to development of the SEF.
   b) Upon determination of abandonment, the Zoning Administrator shall notify the party (or parties) responsible they must remove the SEF and restore the site to its condition prior to development of the SEF within three hundred and sixty (360) days of notice by the Planning Director or his designee.
   c) If the responsible party (or parties) fails to comply, the Zoning Administrator or their designee may remove the SEF, sell any removed materials, and initiate judicial proceedings or take any other steps legally authorized against the responsible parties to recover the costs required to remove the SEF and restore the site to a nonhazardous pre-development condition.
   d) Facilities deemed by the Township to be unsafe and facilities erected in violation of this section shall also be subject to this Section. The code enforcement officer or any other employee of the Planning and Building Departments shall have the right to request documentation and/or affidavits from the Applicant regarding the system's usage, and shall make a determination as to the date of abandonment or the date on which other violation(s) occurred.
   e) Upon a determination of abandonment or other violation(s), the Township shall send a notice hereof to the Applicant and/or Landowner, indicating that the responsible party shall remove the SEF and all associated facilities, and remediate the site to its approximate original condition within ninety (90) days of notice by

the Township, unless the Township determines that the facilities must be removed in a shorter period to protect public safety. Alternatively, if the violation(s) can be addressed by means short of removing the SEF and restoration of the site, the Township may advise the Applicant and/or Landowner of such alternative means of resolving the violation(s).

f) If the Applicant and/or Landowner do not comply, the Township may remove the SEF and restore the site and may thereafter (a) draw funds from any bond, security or financial assurance that may have been provided or (b) initiate judicial proceedings or take other steps authorized by law against the responsible parties to recover only those costs associated with the removal of structures deemed a public hazard.

h) Solar Energy Facilities- Direct Use

1) **General Requirements.** Direct Use Solar Energy Facilities are ground mounted SEFs that provide energy primarily for on-site use, or rooftop systems that provide energy for any use. Rooftops or ground mounted systems covering developed parking areas or other hardscape areas are encouraged as preferred locations for a SEF. In addition to the General Requirements in Section .07, the following standards shall apply to all Direct Use SEFs, notwithstanding the development standards for the underlying zone:

   a) Lot Coverage – Rooftop systems can be any size, ground mounted systems allowable lot coverage varies by the underlying zoning district.
   b) Setbacks – Ground mounted structures shall conform to the setbacks as shown in Table 2.
   c) Height Limits – Facilities shall conform to the height limits of Table 3, unless demonstrated by a structural engineer to meet public safety standards.
   d) Floodplain - An Direct Use SEF shall not be located in a Floodplain.

2) **Biological Resources.** The protection of high value biological resources is an important consideration. Direct Use SEF projects shall not be located on lands that support listed, candidate or other fully protected species, species of special concern, or species protected by local, State, or Federal agencies.

i) Solar Energy Facilities- Primary and Secondary Uses

1) General Requirements. Primary or Secondary Uses that provide energy for on-site or off-site use as shown in Table 1 subject to a special land use permit. In addition to the General Requirements in Section .07, the following standards shall apply to all Primary and Secondary SEF, notwithstanding the development standards for the underlying zone:
   a) Lot Coverage – Over 50% lot coverage for a Primary Use, under 50% lot coverage for a Secondary Use;
   b) Setbacks – Ground mounted structures shall conform to the setbacks as shown in Table 2. The buffer may be reduced if the decision-making body determines that there is a substantial screen such as existing topography or landscaping vegetation and/or an operational management plan and/or an agricultural operation easement is provided;
   c) Height Limits – Facilities shall conform to the height limits of Table 3;

d) Grading - Grading within the Township shall be limited to only that necessary to construct access roads and install equipment, unless the areas are determined to be chemically or physically impaired.

2) Biological Resources – The protection of high value biological resources is an important consideration. Primary or Secondary Use SEF projects shall not be located on lands that support listed, candidate or other fully protected species, species of special concern, or species protected by local, State, or Federal agencies.

3) Soil Stabilization, Erosion Control and Ground Water Management – For Primary and Secondary Use SEFs, the following requirements shall apply:
   a) To the extent feasible and compatible with the climate and pre-project landscaping of the property the site shall be restored with native vegetation. The re-vegetation plans shall be reviewed and approved by the Township and Oakland County. All areas occupied by the facility that are not utilized for access to operate and maintain the installation shall be planted and maintained with a native shade tolerant grass or other vegetation for the purpose of soil stabilization or other methods approved by the Planning Department.
   b) A storm water management plan showing existing and proposed grading and drainage demonstrating no net increase in runoff shall be provided subject to approval by the review authority.
   c) A maintenance plan shall be submitted for the continuing maintenance of the SEF, which may include, but not be limited to, planned maintenance of vegetation or ground cover, equipment maintenance, and plans for cleaning of solar panels if required.
   d) Prior to issuing a final Building Permit, an as-built grading and drainage plan, prepared by a licensed professional surveyor or other approved qualified professional shall be submitted to the reviewing agency's engineer for review and approval. The plan shall show that the as-built conditions are substantially the same as those shown on the approved grading and drainage plan.
4) Visibility
   a) All solar energy facilities located in a residential area shall have a minimum landscape buffer of 25 feet. The buffer shall contain evergreen trees or bushes planted no more than 8 feet apart and at least 4' tall at time of planting. The buffer shall obtain a height of 8 feet within 3 growing seasons. The trees or bushes may be trimmed but no lower than a height of 8 feet. A buffer area will not be required between a solar energy facility and an industrial or commercial use. A planted buffer will not be required if an opaque fence is installed. The Planning Commission has the authority to reduce the buffer requirements based on site conditions.
   b) All Areas - Additionally, all ground mounted facilities shall:
      1) If lighting is required, it shall be activated by motion sensors, fully shielded and downcast type where the light does not spill onto the adjacent Parcel or the night sky;
      2) Not display advertising, except for reasonable identification of the panel, inverter or other equipment manufacturer, and the facility owner;

3) Be sited behind existing vegetation (which shall be supplemented with landscaping where not adequate to screen the project) or be sited using the natural topography to screen the project; and

4) Be enclosed by a fence, barrier, barbwire, or other appropriate means as determined by the Planning Commission to prevent or restrict unauthorized persons or vehicles from entering the Parcel(s). Fences or barriers shall incorporate wildlife friendly design. No barrier shall be required where projects employ full-time security guards or video surveillance.

5) Locations Requiring Special Land Use Approval– The following principles shall apply to the Review of Primary and Secondary Use locations: No portion of the SEF or their structures shall occupy Protected Lands. Protected Lands that are potentially incompatible locations, requiring Special Land Use permits, include:
   a) Floodways.
   b) Wetlands, wetland transition areas, riparian corridors, or open water.
   c) Habitat of special status, threatened, endangered, candidate, or fully protected species, species of special concern, or species protected local, State, and Federal agencies.
   d) Lands within easements where SEF is a prohibited use.

6) Decommission Plan
   a) The SEF project must contain a Decommissioning Plan to ensure it is properly decommissioned upon the end of the project life or facility abandonment.
   b) Decommissioning shall include: Removal of all structures (including transmission equipment and fencing) and debris to a depth of four (4) feet, restoration of the soil, and restoration of vegetation within six (6) months of the end of project life or facility abandonment.
   c) The Decommissioning Plan shall state how the facility will be decommissioned, the Professional Engineer's estimated cost of decommissioning, the financial resources to be used to accomplish decommissioning, and the escrow agent with which the resources shall be deposited.
   d) The Decommissioning Plan shall also include an agreement between the applicant and the Township as part of the Special Land Use Application and prior to the beginning of construction that:
   e) The applicant shall post a performance bond or equivalent financial instrument for decommissioning. The bond shall be in favor of Holly Township and shall be in an amount of at least two hundred fifty thousand dollars ($250,000.00) and shall contain a replenishment obligation. Evidence of decommissioning bond shall be in the form of an escrow account, surety bond, letter of credit subject to approval of the Holly Township Planning Commission to guaranty decommissioning of an abandoned site. If surety bond is utilized, it must be pursuant to US Treasury bond list.
   f) The Township shall have access to the escrow account funds, performance bond and/or equivalent financial instrument for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six (6) months of the end of the project life or facility abandonment as defined.
   g) The Township is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.

h) The Township is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the Township's right to seek reimbursement from the applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow, performance bond and/or equivalent financial instrument and to file a lien against any real estate owned by the applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

The applicant agrees to all the terms of this ordinance.

SECTION 2 - INVALIDITY

If any word, clause, sentence, paragraph, or section of this Ordinance is held to be unconstitutional, illegal or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 3 - EFFECTIVE DATE

This ordinance shall become 7 days after publication as prescribed by law.

SECTION 4 - REPEALING CLAUSE

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 5 - ADOPTION

At a regular meeting of the Township Board of the Township of Holly held on April 18, 2018, adoption of the foregoing Code of Ordinance amendment was moved by and supported by

Ayes:
Nayes:
Absent:

CERTIFICATION

I, duly elected clerk of the Township of Holly, County of Oakland, and State of Michigan, do hereby certify that the foregoing is a true copy of the Holly Township Ordinance Amendment to Chapter 32, Article IV Supplementary Regulations - Solar Facilities, adopted by the Township Board of Trustees of the Township of Holly at the regular meeting held on the 18th day of April, 2018 at which a quorum was present.

_____

Karin S. Winchester, MMC
Clerk, Holly Township
Oakland County, Michigan

Attest:

_____

George A. Kullis
Supervisor, Township of Holly
Oakland County, Michigan

Office of the Clerk
248-634-9331 ext. 301
Fax: 248-634-5482

Holly Township
102 Civic Drive
Holly, MI 48442
(248) 634-9331

George A. Kullis, Supervisor
Karin S. Winchester, Clerk
Mark Freeman, Treasurer
Patrick Feeney, Trustee
Steve Ruth, Trustee

RESOLUTION 2018-04:
FAIR HOUSING MONTH IN OAKLAND COUNTY, MICHIGAN

WHEREAS, the month of April 2018 marks the 50th anniversary of the signing of the federal Fair Housing Law under the Civil Rights Act; and

WHEREAS, this landmark law along with other federal and state legislation strictly prohibits housing discrimination on the basis of sex, color, race, age, religion, national origin, marital status, religion, disability or family status; and

WHEREAS, Fair Housing Month is designed to heighten people's awareness of their rights under the law when pursuing the purchase or rental of housing; and

WHEREAS, all citizens are entitled to freedom of choice in the selection of housing and are guaranteed certain protections under the law if they are victims of discrimination, and

NOW THEREFORE LET IT BE RESOLVED that the Holly Township Board of Trustees does hereby proclaim April 2018 to be Fair Housing Month in Holly Township.

ADOPTED by the Holly Township Board of Trustees this 18th day of April, 2018.

Motion by:
Supported by:
Ayes:
Nays:
Absent:

Clerk's Certificate

The undersigned, being the duly qualified and acting Clerk of the Township of Holly, Oakland County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting held on the 18th day of April, 2018, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Karin S. Winchester, MMC
Holly Township Clerk
Oakland County, Michigan

COUNTY EXECUTIVE DECLARATION

L. Brooks Patterson

Hereby Issues This Special Proclamation Designating

The Month of April 2018

as

Fair Housing Month in Oakland County, Michigan

WHEREAS *the month of April 2018 marks the 50th anniversary of the signing of the federal Fair Housing Law under the Civil Rights Act; and*

WHEREAS *this landmark law along with other federal and state legislation broadens access to housing regardless of race, color, sex, national origin, age, marital status, religion, disability or family status; and*

WHEREAS *Fair Housing Month is designed to heighten people's awareness of their rights under the law when pursuing the purchase or rental of housing; and*

WHEREAS *the housing counselors of Oakland County's Community & Home Improvement Division are experts in fair housing laws and are ready to assist any individual or family to ensure their rights when purchasing or renting a home.*

NOW THEREFORE LET IT BE KNOWN *that I, L. Brooks Patterson, Oakland County Executive, do hereby authorize the issuance of this special proclamation designating April 2018 as Fair Housing Month in Oakland County, Michigan.*

L. Brooks Patterson
Oakland County Executive

April is Fair Housing Month

Fair Housing EQUALS Opportunity

If you believe you may be a victim of housing discrimination because of race, color, national origin, religion, sex, disability, or familial status, contact HUD at **1-800-669-9777** or **www.hud.gov/fairhousing**.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

A Year to Remember: 1968

50th Anniversary

The Fair Housing Act
50 Years of Opening Doors

If you believe you may be a victim of housing discrimination because of race, color, national origin, religion, sex, disability, or familial status contact HUD at 1-800-669-9777 or www.hud.gov/fairhousing.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THE FAIR HOUSING ACT 50 YEARS 50 YEARS OF OPENING DOORS

EQUAL HOUSING OPPORTUNITY