

**VILLAGE OF LAKE ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO ENTER INTO A TEMPORARY INTERGOVERNMENTAL LICENSE AGREEMENT WITH THE CHARTER TOWNSHIP OF ORION FOR TEMPORARY USE OF VILLAGE PROPERTY FOR THE TOWNSHIP PAINT CREEK RIDGE SUBDIVISION STORM SEWER IMPROVEMENT PROJECT, AND TO NOT BECOME FINANCIALLY OR PHYSICALLY RESPONSIBLE FOR THE PROJECT**

**WHEREAS**, in November of 1988 an Agreement was reached between the Township of Orion and the developers for the Paint Creek Ridge Subdivision; and

**WHEREAS**, in the Agreement the Village of Lake Orion was not and is not a party to the Agreement between the Township of Orion and the developers for the Paint Creek Ridge Subdivision; and

**WHEREAS**, the purpose of the Agreement was to develop an agreement as to how the two (2) parties named were going to be responsible for drainage facilities which included storm, sewer, surface swales and detention basins benefitting the Paint Creek Ridge Subdivision and its drainage system; and

**WHEREAS**, the Agreement between those two (2) parties clearly define that the subdivision is a responsible party to maintain surface water drainage in and across the facilities, and if it did not maintain the drainage facilities as necessary for the subdivision, the Township would instead make the necessary improvements in order to ensure proper water drainage and maintenance of the facilities for the benefit of the Paint Creek Ridge Subdivision; and

**WHEREAS**, while the Lake Orion East Lawn Cemetery was identified as an abutting neighbor to the subdivision, the Village of Lake Orion was never a party to the Agreement, nor did it in the past, or in the present, agree to share in any costs or responsibilities for the drainage of the subdivision; and

**WHEREAS**, the Village of Lake Orion East Lawn Cemetery does not derive any additional benefit or gained benefit from the subdivision when the Village already recognizes Michigan's Natural Flow Doctrine.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council for the Village Lake Orion that the Village of Lake Orion will not participate in any payment nor assume any responsibility for the Paint Creek Ridge Subdivision drainage system.

**BE IT FURTHER RESOLVED** that the Village of Lake Orion will not become responsible to the Township nor the Paint Creek Ridge Subdivision simply because the Village of Lake Orion East Lawn Cemetery abuts the property.

**BE IT FURTHER RESOLVED** that the Village of Lake Orion will allow, as an offer of being a good neighbor, a Temporary License Agreement, attached hereto, to allow the Township to cut across and utilize portions of the Village East Lawn Cemetery property for easy access and staging in order to complete their project.

Ayes:

Nays:

Absent:

Resolution declared adopted.

**TEMPORARY INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN  
THE CHARTER TOWNSHIP OF ORION AND THE VILLAGE OF LAKE ORION FOR  
TEMPORARY USE OF VILLAGE PROPERTY FOR THE TOWNSHIP PAINT CREEK  
RIDGE SUBDIVISION STORM SEWER IMPROVEMENT PROJECT**

THIS TEMPORARY INTERGOVERNMENTAL LICENSE AGREEMENT ("Agreement") is made between the VILLAGE OF LAKE ORION whose address is 21 E. Church St., Lake Orion, MI 48362 ("Licensor") and the CHARTER TOWNSHIP OF ORION whose address is 2323 Joslyn Rd., Lake Orion, MI 48360 ("Licensee"). In this Agreement, the Village and the Township may also be referred to individually as a "Party" or jointly as "Parties."

1. **Background.** In November of 1988, an Agreement was reached between the Township of Orion and the developers for the Paint Creek Ridge Subdivision. In concert with Orion Township's ordinances, they developed an Agreement as to how the Developer and the Township were going to be responsible for drainage facilities which included storm, sewer, surface swales and detention basins benefitting the Paint Creek Ridge Subdivision and its drainage system. The Agreement stated that the subdivision would be the responsible party to maintain surface water drainage in and across the facilities. It further stated that if the subdivision did not maintain the drainage facilities as necessary for the property that the Township of Orion would step in and make necessary improvements in order to ensure proper water drainage and maintenance of the facilities for the benefit of the Paint Creek Ridge Subdivision.

Today, the Township will undertake improvements to the Paint Creek Ridge storm sewer for the benefit of the subdivision, and pursuant to the provisions of the Michigan Urban Cooperation Act of 1967 MCL § 124.501 et seq., as amended, public agencies, including political subdivisions of the State of Michigan as defined therein, are authorized to enter into mutually advantageous agreements for cooperative action.

The parties intend by this Agreement to allow a cooperative relationship between the parties and the Village extends cooperation to Orion Township for access to the Paint Creek Ridge Subdivision Storm Sewer Improvement Project and allowing staging of construction equipment necessary to complete the Paint Creek Ridge Subdivision Storm Sewer Improvement Project thereafter, utilizing the property identified as O-09-12-251-001 known as the Village of Lake Orion "East Lawn Cemetery Property."

2. **Acknowledgement.** Licensee acknowledges and agrees that a portion of Cemetery Property will be the licensed area and belongs to the Licensor. Licensee further acknowledges and agrees that the Licensee will keep and maintain the Village Property in the condition that they find it upon entry and staging of their equipment to the best of their abilities. Licensee agrees that it will not erect any structures or facilities or encumbrances upon the Licensor's property without Licensor's prior written and exclusive approval. Licensee acknowledges the Licensor in no way cedes or gives up its property, nor does Licensee have any claim today or at any time in perpetuity or adverse possession or possessory rights by temporary use of the property.

3. **Grant of License.** The purpose of this Agreement is to allow the Township and its related contractors to utilize the Property for access, stock piling of materials, staging, and storage

of construction equipment necessary to complete the Paint Creek Ridge Subdivision Storm Sewer Improvement Project (“the Project”) for the benefit of the Paint Creek Ridge Subdivision. A copy of the plans for the Project are attached and incorporated herein as Exhibit “A.” The Township is responsible and entitled to determine the method and manner of completing its project. The Village hereby grants to the Township, its agents and contractors, the right to access use and the right of entry in, over, upon and through the property in the manner as is described in the attached Exhibit “B” for purpose of completing the Paint Creek Ridge Subdivision Storm Sewer Improvement Project for the subdivision and the Township. The property shown in Exhibit B shall hereinafter be referred to as the “Staging Area.”

4. **Township Obligations.** The Township shall be responsible for awarding the bid for this Project, shall be responsible for communication with the Contractor(s), and shall ensure satisfactory completion of the Project **and is further** responsible to restore the property to a similar condition as existed prior to the project and **guarantees to** repair or replace any damage to the property as a result of the access and use provided herein for completion of the project.

5. **Indemnification, Waiver and Insurance.** The Licensee agrees to indemnify the Licensor for any claims, actions, damages, or liability occurring on or about the license area. The Licensee also waives any right of recovery it has, now or later, against the Licensor for any loss or damage arising out of the use of the licensed area. The Licensee shall obtain and maintain during the entire term of the license liability insurance insuring against damage to persons or property in or about the licensed area and in an amount agreeable to Licensor, which policy shall list the Licensor as an insured party, and Licensee shall provide Licensor with an insurance binder showing the existence of the insurance, and Licensor as an insured party to the discretion and approval of Village Administration.

6. **Assignment.** The Licensee shall not assign or transfer its right under this Agreement without the prior written consent from the Licensor.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Licensor and Licensee, their respective heirs, representatives, successors or assigns.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in the Agreement.

9. **Jurisdiction and Venue.** This Agreement shall be governed by and constructed according to the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in Oakland County, Michigan.

10. **Exhibits.** There are two (2) Exhibit that are attached to and made part of this Agreement, as follows: Exhibit A plans for the Project, and Exhibit B a description of the Staging Area.

11. **Effective Date.** This Agreement shall be effective on the date as shown above.

12. **Governing Law, Jurisdiction, And Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be settled by arbitration in accordance with the Rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13. **Notice.** Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the following address:

If to the Township: Charter Township of Orion  
Attn: Township Supervisor  
2323 Joslyn Rd.  
Lake Orion, MI 48360

If to the Village: Village of Lake Orion  
Attn: Village Clerk  
21 E. Church St.  
Lake Orion, MI 48362

14. **Termination.** This Agreement may be terminated only upon completion of the Project or by written Agreement of the Parties, whichever comes first but in no event longer than twelve (12) months.

15. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby. The language of this Agreement shall be construed as a whole, according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference herein.

16. **Amendments.** This Agreement may only be modified in writing by the parties hereto.

17. **Effective Date.** This Agreement shall be in full force and effect on the date this Agreement is executed by all parties.

IN WITNESS WHEREOF, the parties have signed and executed this INTERGOVERNMENTAL AGREEMENT, after resolutions duly and lawfully passed on the dates listed below.

**CHARTER TOWNSHIP OF ORION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**VILLAGE OF LAKE ORION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

# **Exhibit A**

# ORION TOWNSHIP OAKLAND COUNTY, MICHIGAN

## PAINT CREEK RIDGE STORMWATER SYSTEM IMPROVEMENTS SAD

### ORION TOWNSHIP BOARD

**CHRIS BARNETT**  
• SUPERVISOR •

**JULIA DALRYMPLE**  
• CLERK •

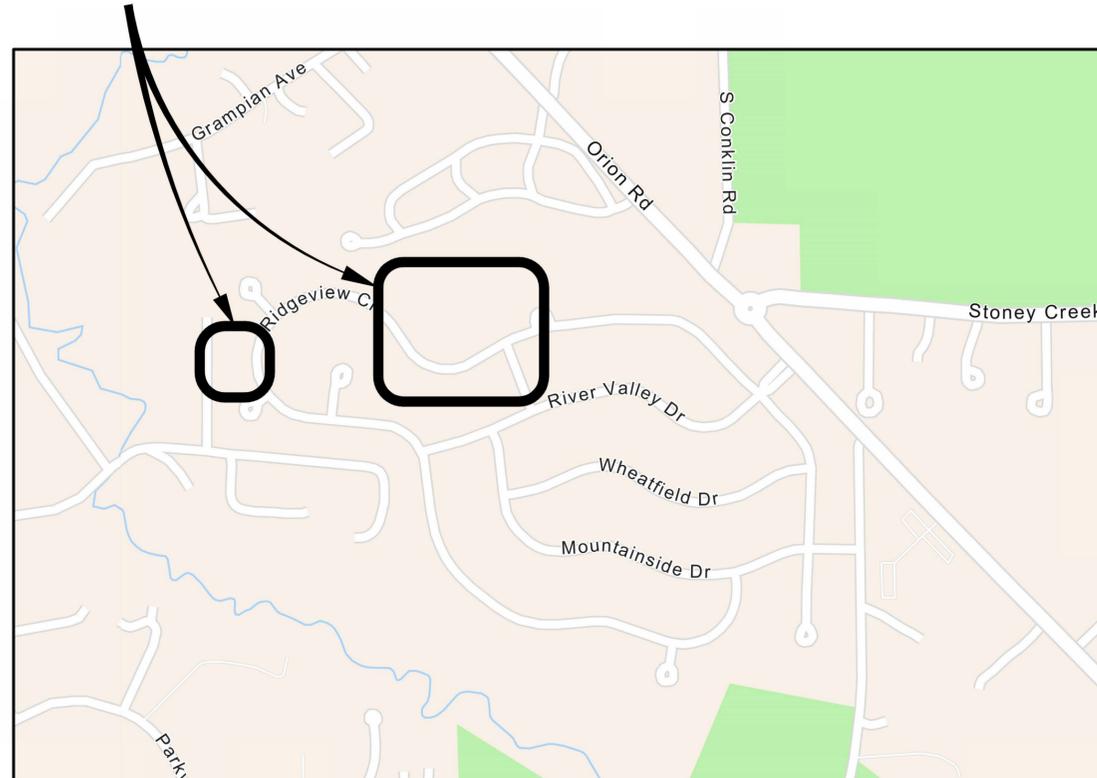
**MATT PFEIFFER**  
• TREASURER •

**JOHN CARSON**  
**MIKE FLOOD**  
**CARRIE HILGENDORF**

**JACK LOVAT**  
• TRUSTEES •

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MISCELLANEOUS DETAILS
3	EXISTING CONDITIONS/ REMOVAL PLAN
4	SITE PLAN
5	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
6	SESC DETAILS

**PROJECT AREAS**



**LOCATION MAP**  
N.T.S.

GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRICS DATED 7-24-2017.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. ORION TOWNSHIP WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482-7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF ORION TOWNSHIP.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

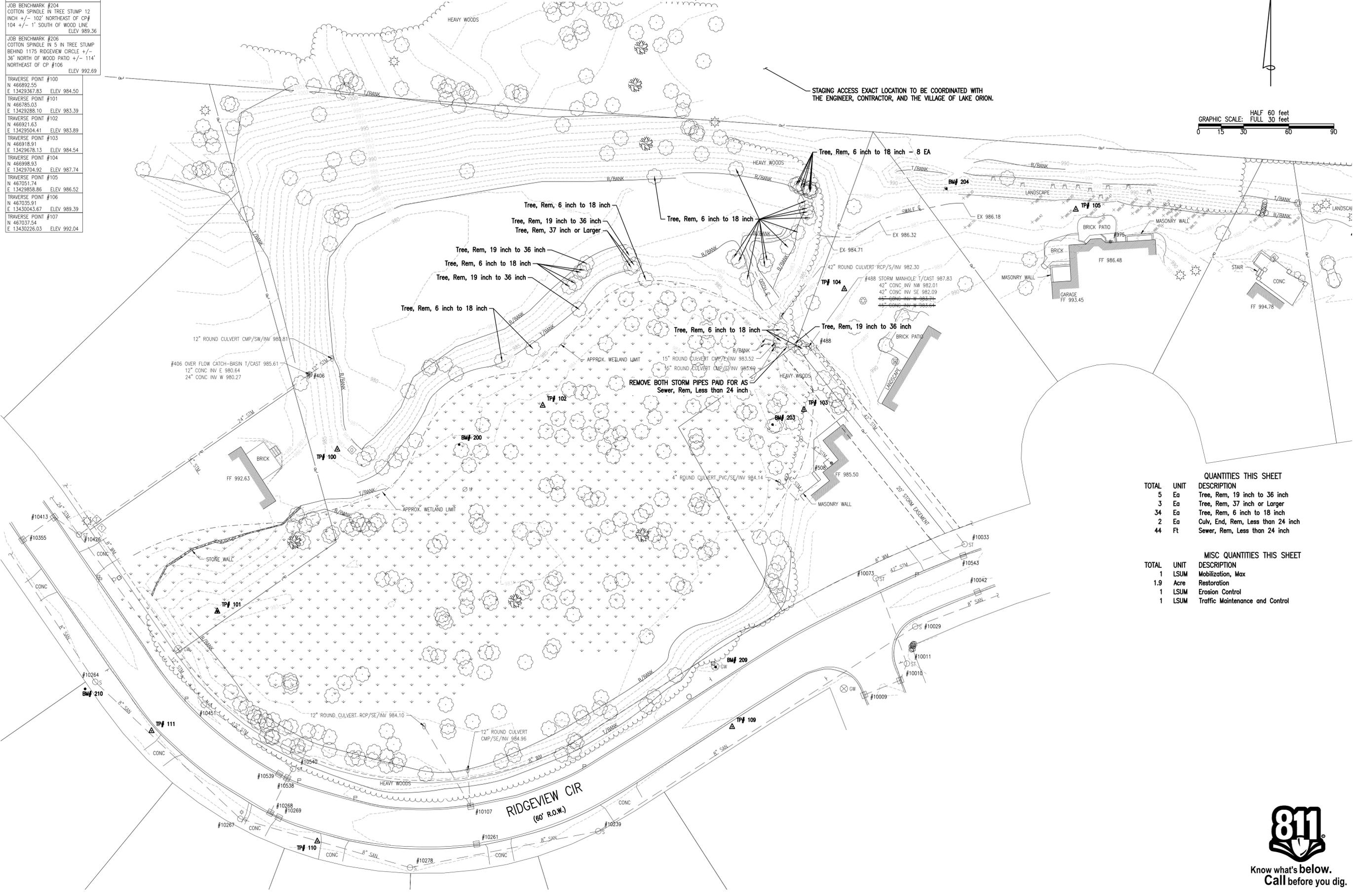
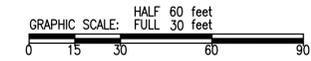
APPLICATION DATE	PERMITS	APPROVAL DATE
	X	
	X	
	TOWNSHIP SOIL EROSION PERMIT	

CONTRACT FOR:	
	<div style="border: 1px solid black; padding: 5px; font-size: small;">                 2365 PONTIAC ROAD                  SUITE 201                  AUBURN HILLS, MI 48326                  T: 248.751.3100             </div>
PREPARED UNDER THE SUPERVISION OF:	
	6201042629 Registration No.
MARK LANDIS	Date
REVISIONS	
PROJECT NO. 0121-24-0200	SHEET NO. 1 OF 6



JOB BENCHMARK #200 COTTON SPINDLE IN 60" TREE ELEV 986.88
JOB BENCHMARK #203 COTTON SPINDLE IN 8" TREE ELEV 984.88
JOB BENCHMARK #204 COTTON SPINDLE IN TREE STUMP 12 INCH +/- 102' NORTHEAST OF CP# 104 +/- 1' SOUTH OF WOOD LINE ELEV 989.36
JOB BENCHMARK #206 COTTON SPINDLE IN 5" IN TREE STUMP BEHIND 1175 RIDGEVIEW CIRCLE +/- 36' NORTH OF WOOD PATIO +/- 114' NORTHEAST OF CP #106 ELEV 992.69
TRAVERSE POINT #100 N 466892.55 E 13429387.83 ELEV 984.50
TRAVERSE POINT #101 N 466785.03 E 13429288.10 ELEV 983.39
TRAVERSE POINT #102 N 466921.63 E 13429504.41 ELEV 983.89
TRAVERSE POINT #103 N 466918.91 E 13429678.13 ELEV 984.54
TRAVERSE POINT #104 N 466998.93 E 13429704.92 ELEV 987.74
TRAVERSE POINT #105 N 467051.74 E 13429858.86 ELEV 986.52
TRAVERSE POINT #106 N 467035.91 E 13430043.67 ELEV 989.39
TRAVERSE POINT #107 N 467037.54 E 13430226.03 ELEV 992.04

# EXISTING CONDITIONS/ REMOVAL PLAN



QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
5	Ea	Tree, Rem, 19 inch to 36 inch
3	Ea	Tree, Rem, 37 inch or Larger
34	Ea	Tree, Rem, 6 inch to 18 inch
2	Ea	Culv, End, Rem, Less than 24 inch
44	Ft	Sewer, Rem, Less than 24 inch

MISC QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilization, Max
1.9	Ac	Restoration
1	LSUM	Erosion Control
1	LSUM	Traffic Maintenance and Control

02/20/25	DATE
ISSUED FOR: 30% Plans	DESCRIPTION
REVISION	DESCRIPTION

ORION TOWNSHIP  
PAINT CREEK SAD  
OAKLAND COUNTY

EXISTING CONDITIONS/ REMOVAL PLAN



Know what's below.  
Call before you dig.

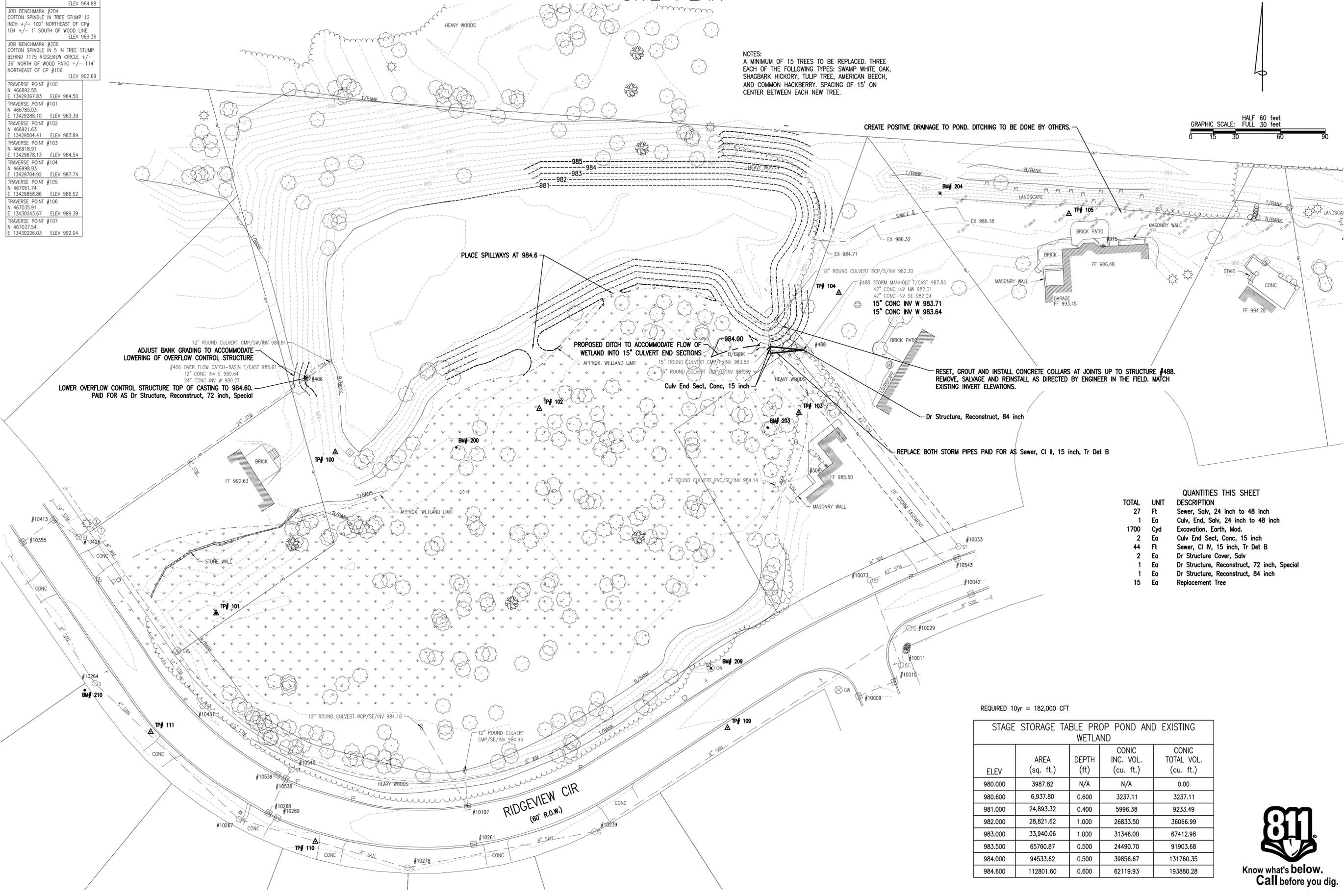
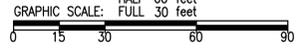
DRAWING PATH: P:\0101\_0125012140200\_Paint\_Creek\_Sad\_SAD\Drawings\Chg\Plans\_Conc\302025\03.dwg Date: 19, 2025 - 3:23 PM

COPYRIGHT 2025 OHM. ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM.

JOB BENCHMARK #200 COTTON SPINDLE IN 60" TREE ELEV 986.88
JOB BENCHMARK #203 COTTON SPINDLE IN 8" TREE ELEV 984.88
JOB BENCHMARK #204 COTTON SPINDLE IN TREE STUMP 12 INCH +/- 102' NORTHEAST OF CP# 104 +/- 1' SOUTH OF WOOD LINE ELEV 989.36
JOB BENCHMARK #206 COTTON SPINDLE IN 5' IN TREE STUMP BEHIND 1175 RIDGEVIEW CIRCLE +/- 36' NORTH OF WOOD PATIO +/- 114' NORTHEAST OF CP #106 ELEV 992.69
TRAVERSE POINT #100 N 466892.55 E 13429367.83 ELEV 984.50
TRAVERSE POINT #101 N 466785.03 E 13429288.10 ELEV 983.39
TRAVERSE POINT #102 N 466921.63 E 13429504.41 ELEV 983.89
TRAVERSE POINT #103 N 466918.91 E 13429678.13 ELEV 984.54
TRAVERSE POINT #104 N 466998.93 E 13429704.92 ELEV 987.74
TRAVERSE POINT #105 N 467051.74 E 13429858.86 ELEV 986.52
TRAVERSE POINT #106 N 467035.91 E 13430043.67 ELEV 989.39
TRAVERSE POINT #107 N 467037.54 E 13430226.03 ELEV 992.04

# SITE PLAN

NOTES:  
A MINIMUM OF 15 TREES TO BE REPLACED. THREE EACH OF THE FOLLOWING TYPES: SWAMP WHITE OAK, SHAGBARK HICKORY, TULIP TREE, AMERICAN BEECH, AND COMMON HACKBERRY. SPACING OF 15' ON CENTER BETWEEN EACH NEW TREE.



QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
27	Ft	Sewer, Salv, 24 inch to 48 inch
1	Ea	Culv, End, Salv, 24 inch to 48 inch
1700	Cyd	Excavation, Earth, Mod.
2	Ea	Culv End Sect, Conc, 15 inch
44	Ft	Sewer, CI IV, 15 inch, Tr Det B
2	Ea	Dr Structure Cover, Salv
1	Ea	Dr Structure, Reconstruct, 72 inch, Special
1	Ea	Dr Structure, Reconstruct, 84 inch
15	Ea	Replacement Tree

REQUIRED 10yr = 182,000 CFT

ELEV	AREA (sq. ft.)	DEPTH (ft)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
980.000	3987.82	N/A	N/A	0.00
980.600	6,937.80	0.600	3237.11	3237.11
981.000	24,893.32	0.400	5996.38	9233.49
982.000	28,821.62	1.000	26833.50	36066.99
983.000	33,940.06	1.000	31346.00	67412.98
983.500	65760.87	0.500	24490.70	91903.68
984.000	94533.62	0.500	39856.67	131760.35
984.600	112801.60	0.600	62119.93	193880.28



Know what's below. Call before you dig.

ISSUED FOR: 30% Plans  
REVISION: DESCRIPTION  
DATE: 8/2/2025

PROJECT NUMBER: 0121-24-0200  
ORION TOWNSHIP  
PAINT CREEK SAD  
OAKLAND COUNTY  
SITE PLAN

DRAWING PATH: P:\0104\_01250121240200\_Paint\_Creek\_Regd\_Site\_SAD\Drawings\Civil\Plans\_Civil\302025CON.dwg Jun 26, 2025 - 2:12 PM

COPYRIGHT 2025 OHM. ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM.

# SOIL EROSION AND SEDIMENTATION CONTROL

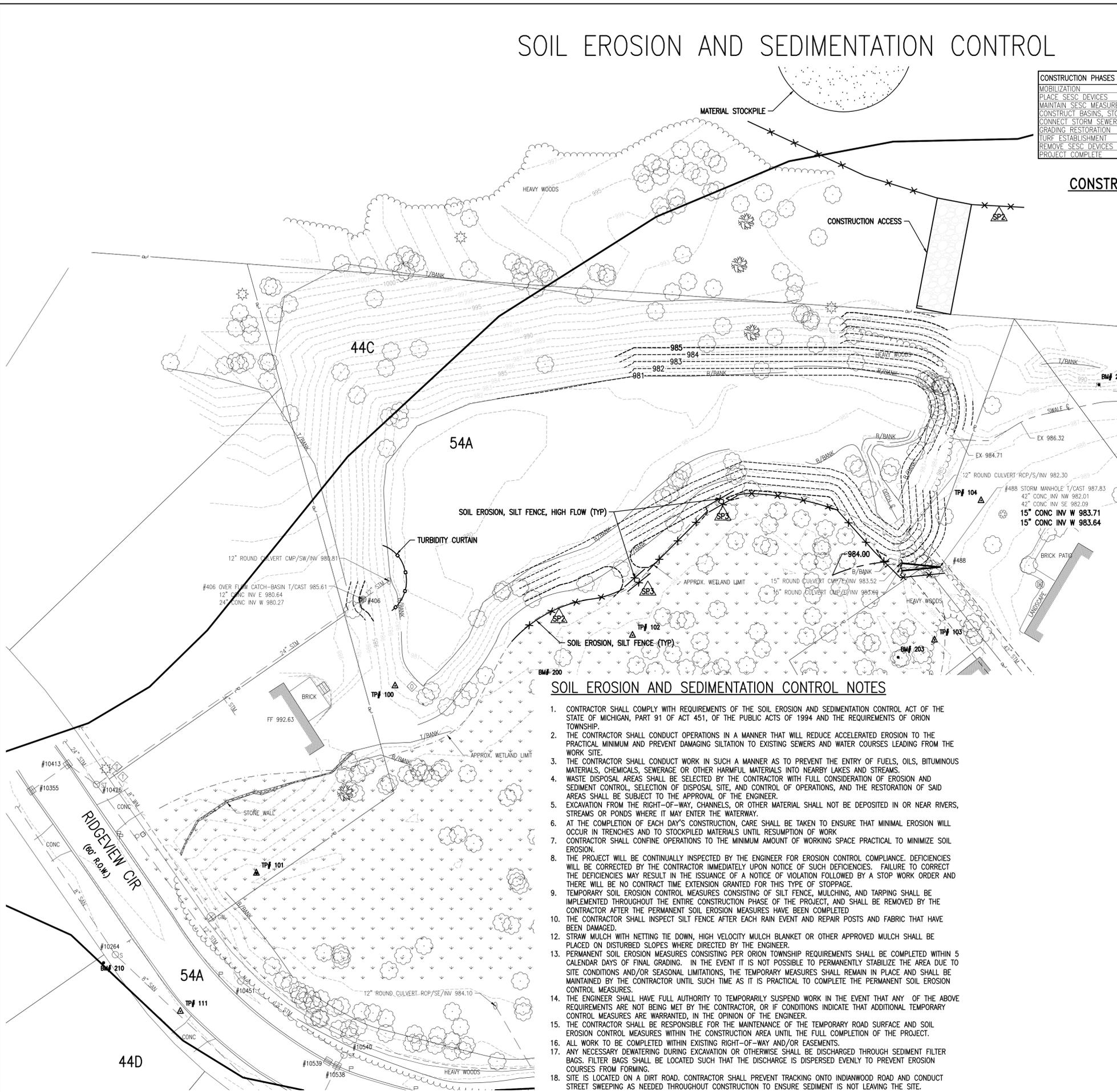
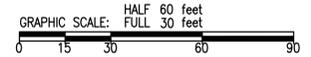


OHM-ADVISORS.COM

CONSTRUCTION PHASES	JULY		AUG		SEP		OCT		NOV	
	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2
MOBILIZATION										
PLACE SESC DEVICES			X	X						
MAINTAIN SESC MEASURES			X	X	X	X	X	X	X	X
CONSTRUCT BASINS, STORM SEWERS, GRIT UNITS										
CONNECT STORM SEWERS										
GRADING RESTORATION										
TURF ESTABLISHMENT										
REMOVE SESC DEVICES										
PROJECT COMPLETE										

CONSTRUCTION DATES ARE SUBJECT TO CHANGE.

## CONSTRUCTION SCHEDULING AND SEQUENCING



## EROSION CONTROLS MAINTENANCE PLAN

MEASURE	MAINTENANCE SCHEDULE
SILT FENCE	INSTALL IN AT THE START OF CONSTRUCTION PER PLAN. INSPECT WEEKLY AND AFTER EACH RAIN EVENT. REMOVE ACCUMULATED SEDIMENTS WHEN DEPTH REACHES ONE-THIRD OF FENCE HEIGHT. REMOVE SILT FENCE AFTER PERMANENT MEASURES ARE INSTALLED AND VIGOROUS GROWTH HAS BEEN WITNESSED.
DUST CONTROL	WATER SHALL BE APPLIED TO EXPOSED AREAS BY THE CONTRACTOR IN THE EVENT OF EXCESSIVE AIRBORNE DUST. DUST CONTROL SHALL BE APPLIED AS DIRECTED BY THE ENGINEER OR TOWNSHIP PERSONNEL.
STREET SWEEPING	STREET SWEEPING SHALL BE CONDUCTED IN THE EVENT THAT ANY SEDIMENT BEGINS TO TRACK ONTO MILLER ROAD BY CONTRACTOR OR CIVILIAN VEHICLES.
RESTORATION (PERM)	TOPSOIL, SEED AND MULCH SHALL BE PLACED UPON THE COMPLETION OF THE FINAL BACKFILL. SEED SHALL BE WATERED AND MULCH MAINTAINED UNTIL VIGOROUS TURF GROWTH HAS BEEN ESTABLISHED. ONCE ESTABLISHED, PERMANENT MAINTENANCE BECOMES RESPONSIBILITY OF THE LAND OWNER, AND TEMPORARY MEASURES MAY BE REMOVED.
DEWATERING	DEWATERING SHALL BE CONDUCTED THROUGH A GEOTEXTILE FILTER BAG IN AN AREA AND MANNER TO MINIMIZE POTENTIAL FOR EROSION. STONE OR STRAW BALES SHALL BE UTILIZED AS NECESSARY, AS DETERMINED BY THE ENGINEER.
TURBIDITY CURTAIN	CONTINUOUSLY MONITOR AND RESET OR REINFORCE AS NEEDED.
CHECK DAM	CONTINUOUSLY MONITOR AND REMOVE ACCUMULATED SEDIMENTS AS NEEDED.

## SITE DATA

LOT SIZE	4.19 ACRES
AREA OF DISTURBANCE:	1.60 ACRES
IMPACTED AREA:	ALL WORK TO OCCUR ON PAINT CREEK RIDGE SUBDIVISION PROPERTY AND 535 GOLDEN GATE AVE PROPERTY
TEMPORARY SOIL EROSION MEASURES:	SILT FENCE MULCH BLANKET AS NEEDED STREET SWEEPING AS NEEDED DUST CONTROL AS NEEDED TURBIDITY CURTAIN CHECK DAM
PROXIMITY TO LAKES AND STREAMS:	PAINT CREEK IS APPROXIMATELY 340' WEST FROM THE NEAREST PROPOSED IMPACTS
PERMANENT SOIL EROSION MEASURES:	3" TOPSOIL, SEED AND MULCH. STANDARD RESTORATION IN IMPACTED AREAS

## SOIL EROSION AND SEDIMENTATION CONTROL NOTES

- CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE SOIL EROSION AND SEDIMENTATION CONTROL ACT OF THE STATE OF MICHIGAN, PART 91 OF ACT 451, OF THE PUBLIC ACTS OF 1994 AND THE REQUIREMENTS OF ORION TOWNSHIP.
- THE CONTRACTOR SHALL CONDUCT OPERATIONS IN A MANNER THAT WILL REDUCE ACCELERATED EROSION TO THE PRACTICAL MINIMUM AND PREVENT DAMAGING SILTATION TO EXISTING SEWERS AND WATER COURSES LEADING FROM THE WORK SITE.
- THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT THE ENTRY OF FUELS, OILS, BITUMINOUS MATERIALS, CHEMICALS, SEWERAGE OR OTHER HARMFUL MATERIALS INTO NEARBY LAKES AND STREAMS.
- WASTE DISPOSAL AREAS SHALL BE SELECTED BY THE CONTRACTOR WITH FULL CONSIDERATION OF EROSION AND SEDIMENT CONTROL, SELECTION OF DISPOSAL SITE, AND CONTROL OF OPERATIONS, AND THE RESTORATION OF SAID AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
- EXCAVATION FROM THE RIGHT-OF-WAY, CHANNELS, OR OTHER MATERIAL SHALL NOT BE DEPOSITED IN OR NEAR RIVERS, STREAMS OR PONDS WHERE IT MAY ENTER THE WATERWAY.
- AT THE COMPLETION OF EACH DAY'S CONSTRUCTION, CARE SHALL BE TAKEN TO ENSURE THAT MINIMAL EROSION WILL OCCUR IN TRENCHES AND TO STOCKPILED MATERIALS UNTIL RESUMPTION OF WORK
- CONTRACTOR SHALL CONFINE OPERATIONS TO THE MINIMUM AMOUNT OF WORKING SPACE PRACTICAL TO MINIMIZE SOIL EROSION.
- THE PROJECT WILL BE CONTINUALLY INSPECTED BY THE ENGINEER FOR EROSION CONTROL COMPLIANCE. DEFICIENCIES WILL BE CORRECTED BY THE CONTRACTOR IMMEDIATELY UPON NOTICE OF SUCH DEFICIENCIES. FAILURE TO CORRECT THE DEFICIENCIES MAY RESULT IN THE ISSUANCE OF A NOTICE OF VIOLATION FOLLOWED BY A STOP WORK ORDER AND THERE WILL BE NO CONTRACT TIME EXTENSION GRANTED FOR THIS TYPE OF STOPPAGE.
- TEMPORARY SOIL EROSION CONTROL MEASURES CONSISTING OF SILT FENCE, MULCHING, AND TARPING SHALL BE IMPLEMENTED THROUGHOUT THE ENTIRE CONSTRUCTION PHASE OF THE PROJECT, AND SHALL BE REMOVED BY THE CONTRACTOR AFTER THE PERMANENT SOIL EROSION MEASURES HAVE BEEN COMPLETED
- THE CONTRACTOR SHALL INSPECT SILT FENCE AFTER EACH RAIN EVENT AND REPAIR POSTS AND FABRIC THAT HAVE BEEN DAMAGED.
- STRAW MULCH WITH NETTING TIE DOWN, HIGH VELOCITY MULCH BLANKET OR OTHER APPROVED MULCH SHALL BE PLACED ON DISTURBED SLOPES WHERE DIRECTED BY THE ENGINEER.
- PERMANENT SOIL EROSION MEASURES CONSISTING PER ORION TOWNSHIP REQUIREMENTS SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS OF FINAL GRADING. IN THE EVENT IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE THE AREA DUE TO SITE CONDITIONS AND/OR SEASONAL LIMITATIONS, THE TEMPORARY MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS IT IS PRACTICAL TO COMPLETE THE PERMANENT SOIL EROSION CONTROL MEASURES.
- THE ENGINEER SHALL HAVE FULL AUTHORITY TO TEMPORARILY SUSPEND WORK IN THE EVENT THAT ANY OF THE ABOVE REQUIREMENTS ARE NOT BEING MET BY THE CONTRACTOR, OR IF CONDITIONS INDICATE THAT ADDITIONAL TEMPORARY CONTROL MEASURES ARE WARRANTED, IN THE OPINION OF THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TEMPORARY ROAD SURFACE AND SOIL EROSION CONTROL MEASURES WITHIN THE CONSTRUCTION AREA UNTIL THE FULL COMPLETION OF THE PROJECT.
- ALL WORK TO BE COMPLETED WITHIN EXISTING RIGHT-OF-WAY AND/OR EASEMENTS.
- ANY NECESSARY DEWATERING DURING EXCAVATION OR OTHERWISE SHALL BE DISCHARGED THROUGH SEDIMENT FILTER BAGS. FILTER BAGS SHALL BE LOCATED SUCH THAT THE DISCHARGE IS DISPERSED EVENLY TO PREVENT EROSION COURSES FROM FORMING.
- SITE IS LOCATED ON A DIRT ROAD. CONTRACTOR SHALL PREVENT TRACKING ONTO INDIANWOOD ROAD AND CONDUIT STREET SWEEPING AS NEEDED THROUGHOUT CONSTRUCTION TO ENSURE SEDIMENT IS NOT LEAVING THE SITE.

USGS SOIL ABBREVIATION	SOIL DESCRIPTION
44B	RIDDLES SANDY LOAM 1 TO 6 PERCENT SLOPES
44C	RIDDLES SANDY LOAM 6 TO 12 PERCENT SLOPES
54A	MATHERTON SANDY LOAM 0 TO 3 PERCENT SLOPES
68	COHOCTAH-FOX ASSOCIATION

## LEGEND

- MDOT SOIL EROSION SPEC.
- INLET FILTER
- GEOTEXTILE SILT FENCE
- CHECK DAM
- TURBIDITY CURTAIN



Know what's below.  
Call before you dig.

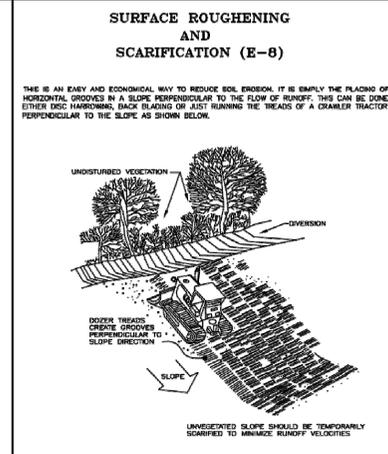
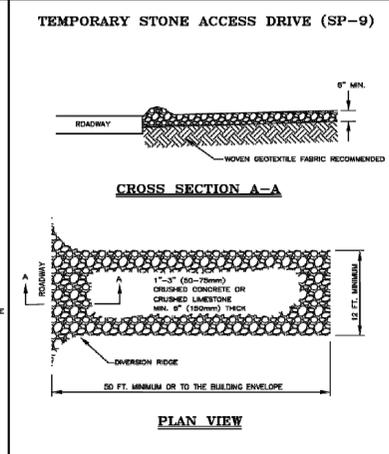
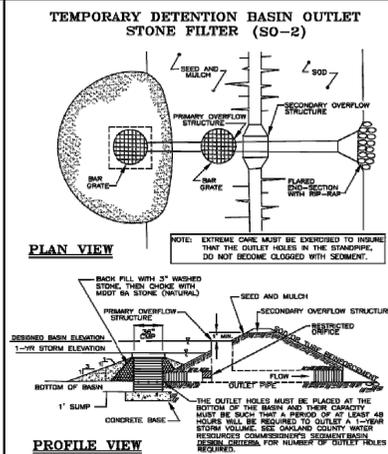
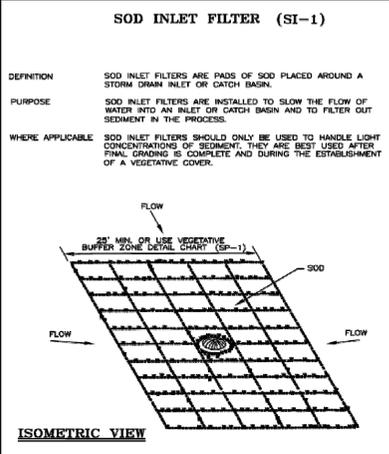
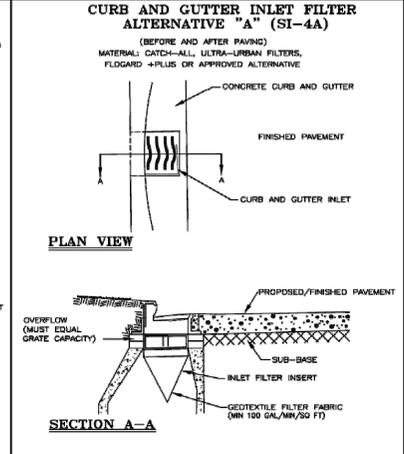
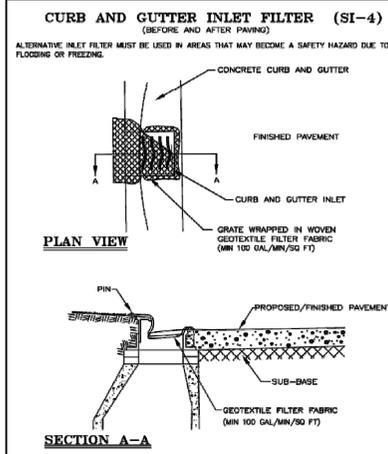
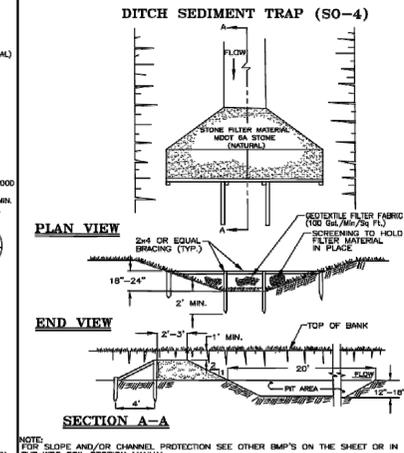
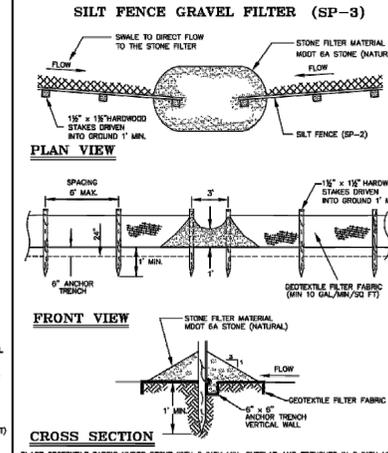
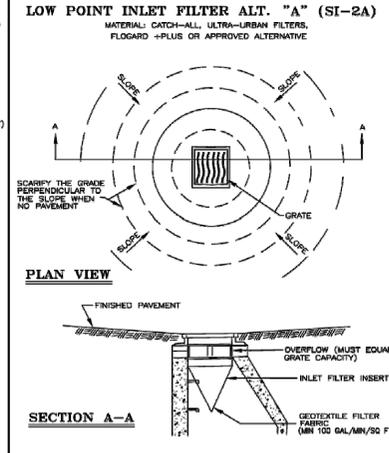
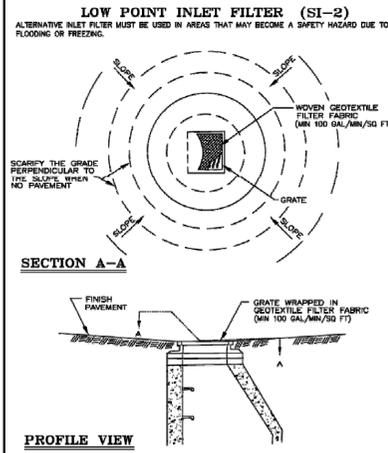
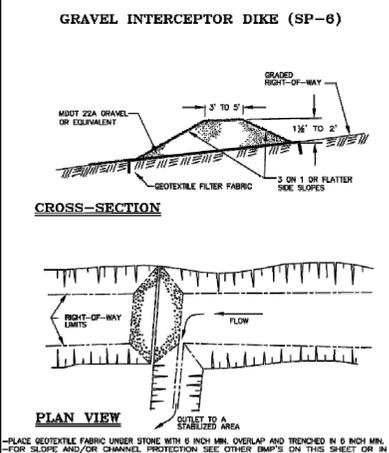
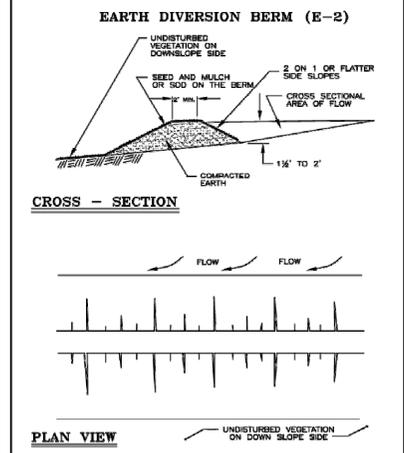
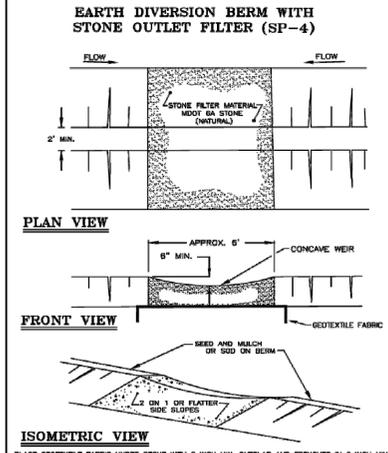
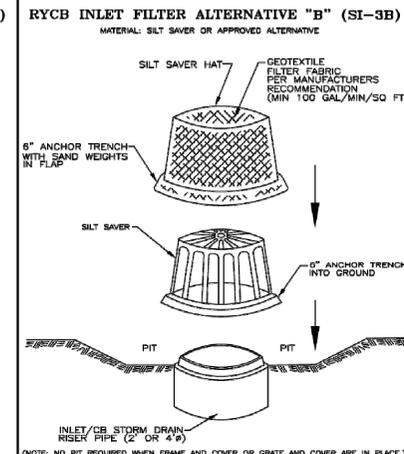
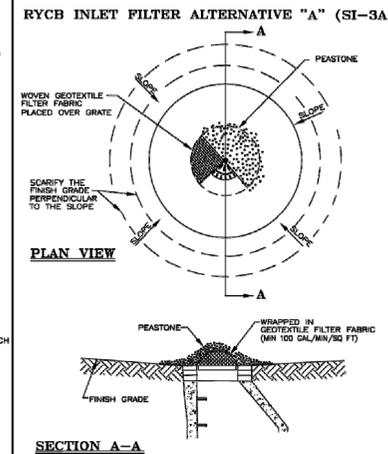
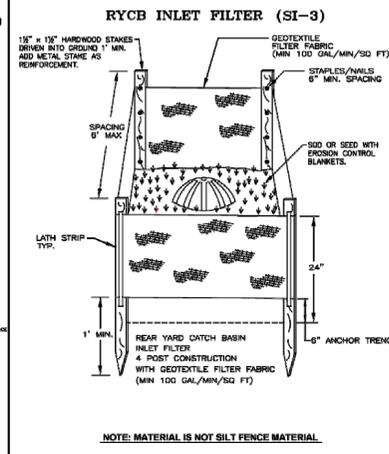
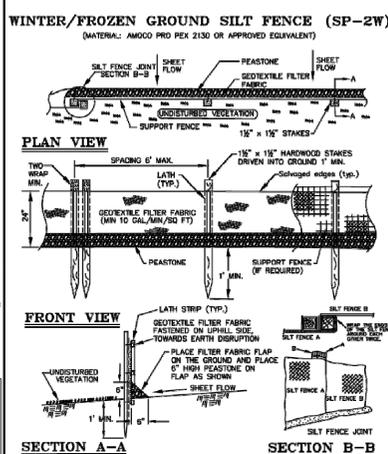
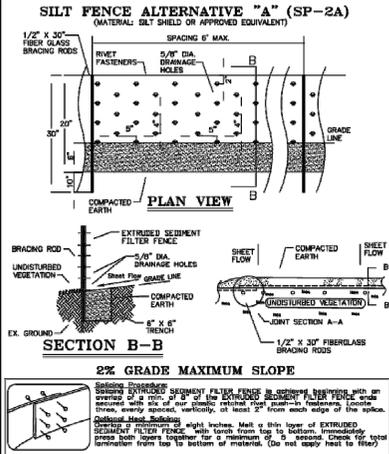
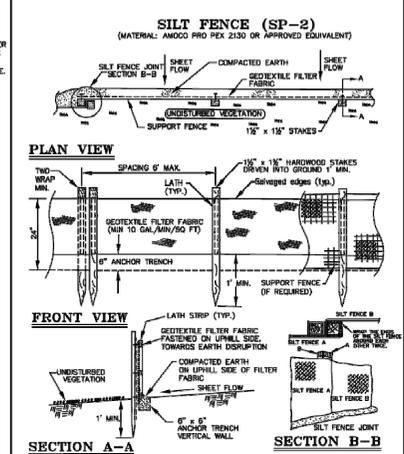
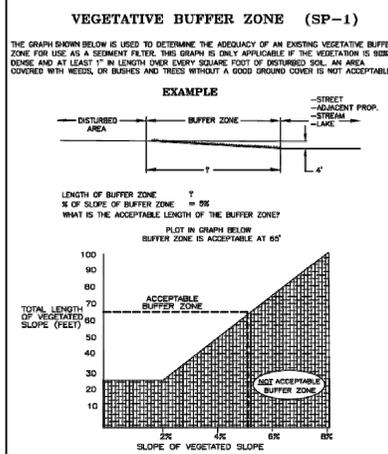
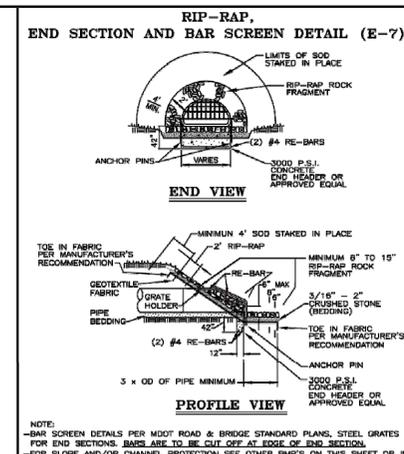
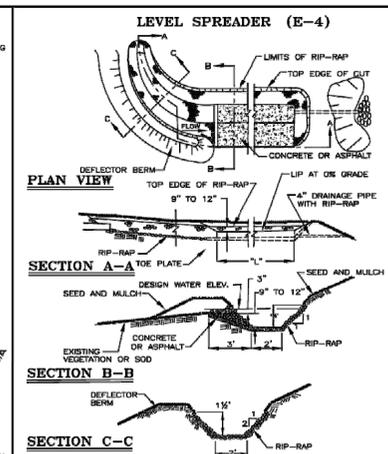
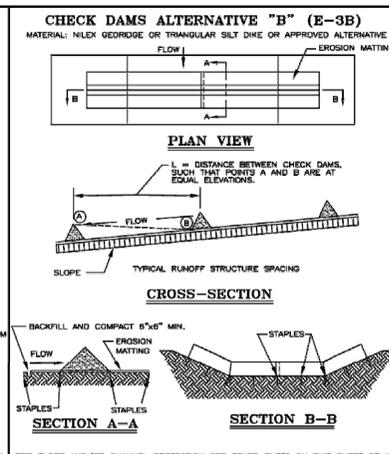
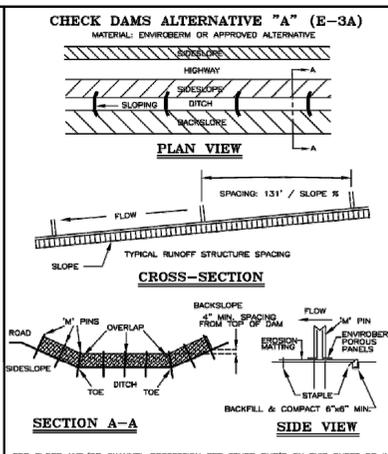
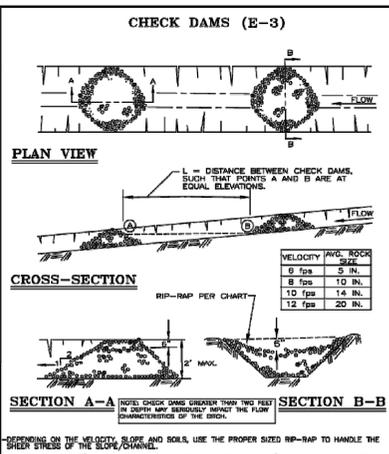
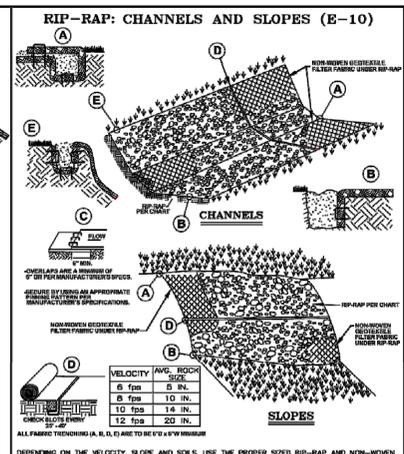
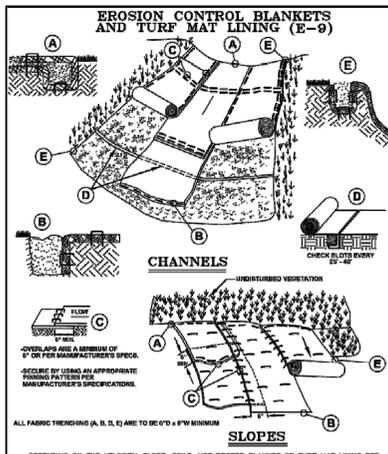
ISSUED FOR: 30% Plans  
REVISION: DESCRIPTION  
DATE: 8/2/2025

ORION TOWNSHIP  
PAINT CREEK SAD  
OAKLAND COUNTY

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

DRAWING PATH: P:\0101\_0125012124200\_Paint\_Creek\_Reg\_Site\_SAD\Drawings\Civil\Plans\_Cons\240205SEC.dwg Date: 19:20:25 - 3/23/25

COPYRIGHT 2025 OHM. ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM



### SOIL EROSION AND SEDIMENTATION CONTROL DETAILS

NOTE:  
WHILE PERFORMING WORK INVOLVING GROUNDS MAINTENANCE AND/OR THE CONSTRUCTION/MAINTENANCE OF ANY INFRASTRUCTURE, INCLUDING ROADS, WATER MAINS, SANITARY SEWERS, STORM DRAINS AND STORM WATER BEST MANAGEMENT PRACTICES (BMPs), CONTRACTORS SHALL MINIMIZE POLLUTION FROM STORM WATER RUNOFF THAT CAN AFFECT WATER QUALITY RELATED TO WORK ACTIVITIES. POLLUTANTS THAT COULD IMPAIR WATER QUALITY MAY INCLUDE FUEL, GREASE AND OIL, NUTRIENTS, BACTERIA AND PATHOGENS, LITTER AND DEBRIS, AND SOIL EROSION AND SEDIMENTATION. APPLICABLE BMPs SHALL BE IMPLEMENTED BY THE CONTRACTOR TO THE MAXIMUM EXTENT PRACTICABLE TO PROTECT WATER QUALITY AND WILDLIFE HABITAT.

REVISION BLOCK

NO.	DATE	DESCRIPTION
1	01/21/24	ISSUED FOR 30% PERMITS
2	01/21/24	ISSUED FOR 30% PERMITS
3	01/21/24	ISSUED FOR 30% PERMITS
4	01/21/24	ISSUED FOR 30% PERMITS

ORIG. DATE: 01/21/24  
SCALE: AS SHOWN  
DESIGNED BY: WRC  
DRAWN BY: Mapping

ONE PUBLIC WORKS DRIVE, BLDG 95 WEST WATERFORD, MICHIGAN 48328-1507

SHEET NO.: 1 of 1

# **Exhibit B**

# CONSTRUCTION ACCESS EXHIBIT

