

INLAND TOWNSHIP BOARD MEETING

October 11, 2021

19668 Honor Hwy., Interlochen

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Approval of Meeting Agenda:

Approval of Consent Agenda

- Minutes from September 13, 2021
- Financial Reports
- Prepaid Bills Accounts Payable: #14422 -14426 = \$986.75
- Tax Account: #3(E) – 2665 = \$441,582.96
- Payroll: # 1000206 - 1000227 = \$13,481.17
- Unpaid Bills: #14427 -

Correspondence: Benzie Co. Rd. Commission

Guests:

Reports:

1. County Commissioner
2. Fire Chief

3. Parks & Recreation
4. Fire Association
5. Inland Planning Commission
6. Zoning/Blight Administrator
7. Event Committee
8. Board Member Reports

Old Business:

New Business

1. Large U.S. Flags
2. Environmental Site Assessment

Public Comment

Any Other Business to come before the Board

Adjournment

INLAND TOWNSHIP BOARD MEETING
September 13, 2021
19668 Honor Hwy., Interlochen

Call to Order by Supervisor Beechraft at 6:00 p.m.

Pledge of Allegiance was recited

Roll Call Present: Supervisor Beechraft, Clerk Wirth, Treasurer Wilson, Trustee Miller & Trustee Poulisse

Public Comment: received by Anthony Dutt, Honor Hwy.

Approval of Meeting Agenda:

Motion made to approve the meeting agenda as presented by Miller, 2nd by Poulisse.

Ayes – All Nays – None Motion carried

Approval of Consent Agenda

- Minutes from August 3, 2021
- Financial Reports
- Prepaid Bills Accounts Payable: #14392 – 14400 = \$3076.63/ Tax Account: #2655-2658 = \$138,803.91.
Grand Total \$141,880.54
- Payroll: # 1000178- 1000205 = \$11868.77
- Unpaid Bills: #14402-14421 = \$16116.25 and #2660 = \$2446.81 grand total \$18,562.06

Motion made to approve the consent agenda as amended by Wilson, 2nd by Poulisse.

Roll call: Ayes – Poulisse, Wirth, Wilson, Miller and Beechraft Nays – None Motion carried

Correspondence: Benzie Co. Rd. Commission – Supervisor Beechraft reported on what he discussed with Road Commission regarding road brining. They will be testing the new brine company on Fewins Rd. and 2 roads in Almira Township. Due to the decreased cost in asphalt Benzie County Road Commission was able to pave additional roads in our township – Bendon, Cinder and 1 mile of Reynolds Rd. north of 31 for a total of 8 miles.

Guests: N/A

Reports:

1. County Commissioner – Commissioner Warsecke gave verbal report of upcoming meeting and introduced County Administrator Katie Zeits.
2. Fire Chief – Chief Pfost gave stats for last month. D.O.Ts are finished, hosting a UTV class September 25 & 26 and an ITLS class October 10.

Motion made to approve Fire Chief to spend up to \$10,000.00 to purchase trailer from Equipment Replacement fund 402, 2nd by Poulisse.

Roll call: Ayes – Poulisse, Wilson, Wirth, Miller and Beechraft Nays – None Motion carried

3. Parks & Recreation

- a. Appointment of Committee Members – Case/Peters/McCullough/ G. Wirth/ Board Member Wirth

Motion made to appoint Margret Case, Jeanne Peters, Allen McCullough, Glen Wirth and Board member Wirth to the Parks & Rec Committee, 2nd by Miller.

Ayes – All Nays – None Motion carried

b. Per meeting pay

Motion made to pay Parks & Rec Committee members per Diem of \$60 per meeting per member by Wilson, 2nd by Miller.

Roll call: Ayes – Miller, Wirth, Beechcraft, Wilson and Poulisse Nays – None Motion carried

4. Fire Association – Supervisor Beechcraft reported that over \$2500 has been turned in from pop cans
5. Inland Planning Commission – Trustee Miller reported they did training videos last month and September meeting cancelled due to lack of business.
6. Zoning/Blight Administrator – Supervisor Beechcraft is working with the Zoning Administrator on phone issues related to 5G and also working to get someone to be in the office when the Zoning Administrator is not able to be in.
7. Event Committee – Anthony Dutt reported nothing new going on.
8. Board Member Reports – N/A

Old Business:

1. Staff writer

Motion made to have Sherri look into it by Beechcraft, 2nd by Wilson.

Ayes – All Nays – None Motion carried

2. Furnace

Motion made to accept Kirks Plumbing heating proposal as presented for \$4885.00, 2nd by Poulisse

Roll call: Ayes – Poulisse, Wirth, Wilson, Miller and Beechcraft Nays – None Motion carried

New Business N/A

Public Comment: received by Anthony Dutt

Any Other Business to come before the Board

Adjournment

Motion made to adjourn by Wilson, 2nd by Miller

Ayes – All Nays – None Motion carried

Meeting adjourned at 6:57 p.m.

Paul A. Beechcraft, Supervisor Date

Rose A. Wirth, Clerk Date

CHECK REGISTER - PREPAIDS**09.14.2021 - 10.05.2021**

Check Date	Check	Vendor Name	Account	Amount
Bank 101 G 101 GF				
09/14/2021	14422	SAM's CLUB MC/SYNCB	General	\$ 99.50
09/27/2021	14423	DTE ENERGY	General	38.18
09/27/2021	14424	Nicole Thorson	Bendon refund	50.00
09/27/2021	14425	VERIZON WIRELESS	FD/Zoning	147.07
09.30.2021	14426	Dept. of Treasury	Due State	652.00

101 G TOTALS:

Total of 5 Checks:	\$	986.75
Less 0 Void Checks:	\$	-
Total of 5 Disbursements:	\$	986.75

Bank 220 220 TAX ACCOUNT

09/14/2021	3(E)	INLAND TOWNSHIP	Tax Acct	\$ 4,355.96
09/14/2021	2661	LERETA	Tax Acct	734.30
09/16/2021	2662	BENZIE COUNTY TREASURER	Tax Acct	435,951.48
09/16/2021	2663	STATE OF MICHIGAN	Tax Acct	97.48
09/21/2021	2664	SCOTT UITHOL	Tax Acct	188.50
09/30/2021	2665	KATHARINE N MORGAN	Tax Acct	255.24

220 TOTALS:

Total of 6 Checks:	\$	441,582.96
Less 0 Void Checks:	\$	-
Total of 6 Disbursements:	\$	441,582.96

PAYROLL
CHECK REGISTER REPORT SEPTEMBER 2021

Check Date	Check Number	Name	Gross	Check Amount
09/30/2021	1000206	BEECHRAFT , CINDY	660.00	571.46
09/30/2021	1000207	BEECHRAFT , PAUL A	2,472.50	1,940.18
09/30/2021	1000208	BROW , GUNNAR P.	476.67	437.31
09/30/2021	1000209	CLUTE, EMILY K	153.00	134.80
09/30/2021	1000210	DURAND , IAN ALEXAND	140.00	123.34
09/30/2021	1000211	DURAND , MATT ALEXAND	490.00	431.68
09/30/2021	1000212	GALLAGHER , CHANCE RYAN	140.00	123.34
09/30/2021	1000213	GRZESIK, NICHOLAS A	20.00	18.47
09/30/2021	1000214	GUNDERSON , KYLE ALLEN	136.00	119.81
09/30/2021	1000215	HADFIELD , KAYLA J	70.00	64.64
09/30/2021	1000216	JOHNSON , ALEX CARL	370.00	321.88
09/30/2021	1000217	JOHNSON , MICHAEL C	208.00	163.25
09/30/2021	1000218	KOPRIVA , SARA A	1,060.00	860.78
09/30/2021	1000219	MACHLEIT , RONALD L	50.00	46.18
09/30/2021	1000220	MILLER , MARY E	165.00	122.36
09/30/2021	1000221	OCKERT-POULISSE , SHERRI	165.00	145.37
09/30/2021	1000222	ORTH , MARC JOSEPH	120.00	110.82
09/30/2021	1000223	PFOST , DAYTON D	2,800.00	2,186.88
09/30/2021	1000224	SKUSA , JENICE LYNN	310.00	271.29
09/30/2021	1000225	WADDELL, AIDEN R	165.00	152.38
09/30/2021	1000226	WILSON , LINDA MAY	1,625.00	1,163.06
09/30/2021	1000227	WIRTH , ROSE A.	1,685.00	1,213.37
Totals:			<u>\$ 13,481.17</u>	<u>\$ 10,722.65</u>

CASH SUMMARY BY FUND - CLERKS REPORT**09.01.2021 - 09.30.2021****CASH and INVESTMENTS**

Description	Beginning Balance 09/01/2021	Total Debits	Total Credits	Ending Balance 09/30/2021
GENERAL FUND	\$ 364,349.29	\$ 43,507.69	\$ 16,195.36	\$ 391,661.62
CEMETERY PERPETUAL CARE FUND	5,687.58	0.43	0.00	5,688.01
BRUNDAGE CEMETERY	2,749.11	0.00	480.00	2,269.11
COUNTRYSIDE CEMETERY	2,733.35	0.00	1,025.00	1,708.35
LOCAL ROAD MILLAGE FUND	31,072.91	0.31	0.00	31,073.22
FIRE FUND	165,263.57	628.11	8,844.61	157,047.07
PARK/RECREATION FUND	44,298.34	0.54	2,488.74	41,810.14
FIRE ASSOCIATION	18,650.63	2,460.05	0.00	21,110.68
FIRE EQUIPMENT MILLAGE FUND	73,372.84	0.63	0.00	73,373.47
PLANNING/ZONING COMMISSION	34,043.61	900.00	1,129.78	33,813.83
SPECIAL EVENTS FUND	2,750.20	0.00	0.00	2,750.20
WATER SUPPRESSION FUND	17,715.75	180.19	0.00	17,895.94
EQUIPMENT REPLACEMENT FUND	66,251.81	0.16	0.00	66,251.97
GENERAL AGENCY FUND	3,585.20	817.50	3,300.00	1,102.70
CURRENT TAX COLLECTION FUND	52,981.04	425,255.92	444,524.07	33,712.89
TOTAL - ALL FUNDS	\$ 885,505.23	\$ 473,751.53	\$ 477,987.56	\$ 881,269.20

CASH SUMMARY BY ACCOUNT FOR INLAND TOWNSHIP
 FROM 09/01/2021 TO 09/30/2021
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2021	Total Debits	Total Credits	Ending Balance 09/30/2021
Fund 101	GENERAL FUND				
001.000	CASH-CHECKING	169,196.12	43,505.50	16,195.36	196,506.26
002.001	CASH-SAVINGS CENTRAL STATE BANK	13,069.01	0.00	0.00	13,069.01
002.005	CENTRAL STATE BANK - SAVINGS	0.00	0.00	0.00	0.00
002.006	MICHIGAN CLASS	107,085.94	2.19	0.00	107,088.13
003.001	TIME DEPOSIT - CENTRAL STATE BANK	15,396.15	0.00	0.00	15,396.15
003.002	CERTIFICATES OF DEPOSIT - HONOR S	10,169.65	0.00	0.00	10,169.65
003.003	CERTIFICATES OF DEPOSIT - HONOR S	20,374.39	0.00	0.00	20,374.39
003.004	CERTIFICATES OF DEPOSIT - HONOR B	7,563.83	0.00	0.00	7,563.83
003.005	CERTIFICATES OF DEPOSIT HSB 621	21,094.20	0.00	0.00	21,094.20
004.000	PETTY CASH	200.00	0.00	0.00	200.00
004.001	IMPREST CASH -TAX ACCOUNT	200.00	0.00	0.00	200.00
	GENERAL FUND	364,349.29	43,507.69	16,195.36	391,661.62
Fund 150	CEMETERY PERPETUAL CARE FUND				
002.000	CASH-SAVINGS	5,687.58	0.43	0.00	5,688.01
Fund 152	BRUNDAGE CEMETERY				
001.000	CASH-CHECKING	2,749.11	0.00	480.00	2,269.11
Fund 153	COUNTRYSIDE CEMETERY				
001.000	CASH-CHECKING	2,733.35	0.00	1,025.00	1,708.35
Fund 203	LOCAL ROAD MILLAGE FUND				
001.000	CASH-CHECKING	16,071.51	0.00	0.00	16,071.51
002.006	MICHIGAN CLASS	15,001.40	0.31	0.00	15,001.71
	LOCAL ROAD MILLAGE FUND	31,072.91	0.31	0.00	31,073.22
Fund 206	FIRE FUND				
001.000	CASH-CHECKING	12,783.43	625.00	8,844.61	4,563.82
002.006	MICHIGAN CLASS	152,480.14	3.11	0.00	152,483.25
	FIRE FUND	165,263.57	628.11	8,844.61	157,047.07
Fund 208	PARK/RECREATION FUND				
001.000	CASH-CHECKING	15,577.79	0.00	2,488.74	13,089.05
002.000	CASH-SAVINGS	7,507.39	0.12	0.00	7,507.51
002.006	MICHIGAN CLASS	20,495.09	0.42	0.00	20,495.51
003.006	CERTIFICATES OF DEPOSIT	718.07	0.00	0.00	718.07
	PARK/RECREATION FUND	44,298.34	0.54	2,488.74	41,810.14
Fund 211	FIRE ASSOCIATION				
001.000	CASH-CHECKING	6,363.87	2,459.80	0.00	8,823.67
002.006	MICHIGAN CLASS	12,286.76	0.25	0.00	12,287.01
	FIRE ASSOCIATION	18,650.63	2,460.05	0.00	21,110.68
Fund 213	FIRE EQUIPMENT MILLAGE FUND				
001.000	CASH-CHECKING	42,552.98	0.00	0.00	42,552.98
002.006	MICHIGAN CLASS	30,819.86	0.63	0.00	30,820.49
	FIRE EQUIPMENT MILLAGE FUND	73,372.84	0.63	0.00	73,373.47
Fund 214	PLANNING/ZONING COMMISSION				
001.000	CASH-CHECKING	34,043.61	900.00	1,129.78	33,813.83
Fund 216	SPECIAL EVENTS FUND				
001.000	CASH-CHECKING	2,750.20	0.00	0.00	2,750.20
004.000	PETTY CASH	0.00	0.00	0.00	0.00

CASH SUMMARY BY ACCOUNT FOR INLAND TOWNSHIP
FROM 09/01/2021 TO 09/30/2021
FUND: ALL FUNDS
CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2021	Total Debits	Total Credits	Ending Balance 09/30/2021
	SPECIAL EVENTS FUND	2,750.20	0.00	0.00	2,750.20
Fund 252	WATER SUPPRESSION FUND				
001.000	CASH-CHECKING	8,492.98	180.00	0.00	8,672.98
002.006	MICHIGAN CLASS	9,222.77	0.19	0.00	9,222.96
	WATER SUPPRESSION FUND	17,715.75	180.19	0.00	17,895.94
Fund 402	EQUIPMENT REPLACEMENT FUND				
001.000	CASH-CHECKING	58,053.76	0.00	0.00	58,053.76
002.006	MICHIGAN CLASS	8,198.05	0.16	0.00	8,198.21
	EQUIPMENT REPLACEMENT FUND	66,251.81	0.16	0.00	66,251.97
Fund 701	GENERAL AGENCY FUND				
001.000	CASH-CHECKING	3,585.00	817.50	3,300.00	1,102.50
001.002	CASH-CHECKING	0.20	0.00	0.00	0.20
	GENERAL AGENCY FUND	3,585.20	817.50	3,300.00	1,102.70
Fund 703	CURRENT TAX COLLECTION FUND				
001.003	TAX CHECKING ACCOUNT	53,181.04	425,255.92	444,524.07	33,912.89
004.000	PETTY CASH	(200.00)	0.00	0.00	(200.00)
	CURRENT TAX COLLECTION FUND	52,981.04	425,255.92	444,524.07	33,712.89
	TOTAL - ALL FUNDS	885,505.23	473,751.53	477,987.56	881,269.20

Linda Wilson
10-5-2021

CONSENT AGENDA

- Minutes from September 13, 2021
- Financial Reports
- Prepaid Bills Accounts Payable: #14422 -14426 = \$986.75
- Tax Account: #3(E) – 2665 = \$441,582.96
- Payroll: # 1000206 - 1000227 = \$13,481.17
- Unpaid Bills: #14427 -

x812

1-888-697-3524

MY CART

MY ACCOUNT

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STEADFAST™ WINTER GRADE POLYESTER AMERICAN FLAG -3X5'

\$39.00

- 3x5'
- Heavy duty 2-ply polyester fabric
- Thicker thread and durable directional stitching
- Corners double reinforced with x-box pattern
- 100% Made in the USA

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MY CART

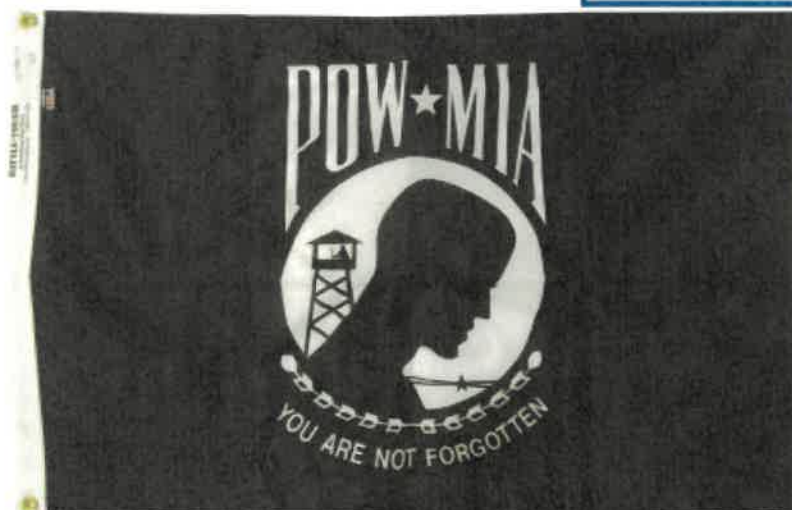
MY ACCOUNT

x2

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TOUGHER MATERIALS **TOUGHER STITCHING** **ONE TOUGH POW/MIA FLAG**
BATTLE-TOUGH®

POW/MIA FLAG (DOUBLE-SIDED) - 3X5' HEAVY DUTY POLYESTER

\$84.95

- Prisoner of War Missing in Action. Made in the USA.
- Flags are available in vibrant Battle-Tough® all weather nylon or exceptionally durable, heavy duty 2-ply polyester.
- The Battle-Tough® nylon POW/MIA flag has been engineered to use the lightest and strongest materials and is made with technology that makes it the longest lasting nylon flag on the market.
- Our durable outdoor POW/MIA flags have 4 rows of stitching on the fly end for added strength.
- Flags are available as single-faced or double-faced.
- On single-faced POW flags the material is one layer and the text will read correctly from the front and reversed on the back.

Top

September 27, 2021

Via email: firechief@inlandtownship.com

Mr. Dayton Pfost, Fire Chief
Inland Township
19668 Honor Highway
Interlochen, MI 49643

Re: Proposal for Phase I Environmental Site Assessment
30 acres at Northwest Corner of US-31 and Lake Ann

Dear Mr. Pfost:

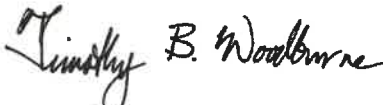
Prein&Newhof is pleased to present our Professional Services Agreement to conduct a Phase I Environmental Site Assessment (ESA) on the above referenced property. We understand that the property is approximately 30 acres of vacant land on two parcels. It is our understanding that the parcels were recently split from parent Parcel No. 08-011-016-00.

If the terms of our Professional Services Agreement are acceptable, please sign and return it to us so that we can start the Phase I ESA. Additionally, we will need the owner and user questionnaires completed and returned to us for use in the Phase I ESA.

If you have any questions, please call. Thank you for the opportunity to submit this proposal.

Sincerely,

Prein&Newhof



Timothy B. Woodburne, CPG



Christopher J. Cruickshank, P.E.

Enclosures:

Professional Services Agreement

This Professional Services Agreement is made this 27th day of September, 2021 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and Inland Township ("Client") at 19668 Honor Highway, Interlochen, MI 49643.

WHEREAS Client intends to:

Obtain a Phase I Environmental Site Assessment on approximately 30 acres on two parcels recently split from parent Parcel No. 08-011-016-00 at Northwest Corner of US-31 and Lake Ann, Inland Township, Benzie County, MI

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client:

Name: Mr. Dayton Pfof
Title: Fire Chief
Phone Number: (231) 499-9453
Fax: 231-640-2250
E-Mail: firechief@inlandtownship.org

For P&N:

Name: Tim Woodburne
Title: Environmental Consultant
Phone Number: 616-364-8491
Facsimile Number: 616-364-6955
E-Mail: twoodburne@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- ☒ P&N Standard Terms and Conditions for Professional Services
- ☐ P&N Proposal dated Click here to enter text., 20Click here to enter text.
- ☐ P&N Standard Rate Schedule
- ☐ P&N Supplemental Terms and Conditions

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☐ P&N Scope of Services per Proposal dated Click here to enter text., 20Click here to enter text.
- ☒ Scope of Services defined as follows:

The currently proposed Phase I ESA will generally follow the guidelines established in the American Society for Testing and Materials Practice E 1527-05 and referencing ASTM E 1527-13, "Standard

Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The performance of a Phase I ESA satisfies the requirement that a prospective new owner has undertaken the appropriate inquiry, or "due diligence" measures required to qualify for the "innocent landowner" defense against liability from environmental contamination provided by Part 201 of Michigan NREPA 1994 Public Act 451, as amended.

If the Phase I ESA establishes that *recognized environmental conditions* are present at a site, a Phase II investigation would be required to determine if contaminant concentrations within the soil or groundwater exceed Part 201 Generic Residential Criteria. If the concentrations of contaminants are found to exceed these criteria, the property would be classified as a "facility" under Part 201, and we would recommend that a Baseline Environmental Assessment (BEA) be performed within 45 days after purchase, occupancy, or foreclosure (whichever is first) to provide the new owner protection against clean-up liability under Part 201. At that time, a Due Care Plan may also be required to prevent exacerbation of contaminants found at the site.

The Phase I ESA will include the following activities:

- **Historical Review:** A review of the site's historical uses will be made by interviewing the current owner or owner's representative knowledgeable about operations conducted historically at the site. As necessary, we will review standard historical sources such as City or township records, Sanborn maps, City Directories and aerial photographs.
- **Environmental Lien:** According to Section 6.2 of ASTM E 1527-05/13, it is up to the user, in this case the buyer, to conduct an environmental lien search or have a company conduct the lien search. If you can provide the results of the lien search to us, we will include it in our report. We can also have the environmental lien search performed if you desire, but the cost for this service would be considered extra \$150.00 per parcel.
- **Questionnaires:** Please have the "user" and "Owner" Information Request forms completed and returned to us. They will be included in the report. They are copied from the ASTM E 1527 standard. Please note that there are *two forms*, one to be completed by the *purchaser* and the other to be completed by the *current owner*.
- **Site Reconnaissance:** A visual inspection of the site will be made to examine the property for surface evidence of potential fill, dumping areas, stained soils, or activities that may be an environmental concern including the presence of underground storage tanks.
- **Review of State and Local Records:** A review of the database search of government lists concerning existing and potentially contaminated sites within the vicinity of the property will be made within the ASTM search radii around the Property. Where necessary to determine potential impacts, a more extensive review of State files might be needed.

Report and Schedule: One report will be prepared to document each element of the Phase I ESA. One paper copy and one electronic copy of the report will be delivered.

The report will be certified for the benefit of Inland Township.

We will have the Phase I ESA done in approximately four weeks from the signing of the agreement. If the schedule changes and the Phase I ESA is due a different month, please let us know.

ARTICLE 4 – COMPENSATION:

☒ Lump Sum for Services Described in Article 3 above - \$2,500.00.

Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional services are performed.

☐ Hourly Billing Rates Plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

☐ Other: Click here to enter text.

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Inland Township

By: _____

By: _____

Printed Name: Christopher J. Cruickshank, P.E.

Printed Name: _____

Title: Corporate Secretary

Title: _____

Date: _____

Date: _____

OWNER (Seller) -- PLEASE COMPLETE AND RETURN TO PREIN&NEWHOF

Regarding: 30 acres at Northwest Corner of US-31 and Lake Ann, Inland Township, Benzie County, MI

Request for information from owner of Property

Please indicate which documents exist by indicating "yes" or "No".

If Yes, will it be made available to Prein&Newhof for the Phase I ESA?

Documents Listed from Section 10.8.1 of ASTM E 1527-05/13		Yes	No	To Be Made Available
1.	Environmental Site Assessment Reports			
2.	Environmental Compliance Audit Reports			
3.	Environmental permits (for example, solid waste or hazardous waste disposal permits, underground injection permits, NPDES permits)			
4.	Registrations for underground and above ground storage tanks			
5.	Registration for underground injection systems			
6.	Material Safety Data Sheets			
7.	Community right-to-know plan			
8.	Safety plans, preparedness and prevention plans; spill plans, etc.			
9.	Reports regarding hydrogeologic conditions on the property or surrounding area,			
10.	Notices or other correspondences from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property			
11.	Hazardous waste generator notices or reports			
12.	Geotechnical studies			
13.	Risk Assessments			
14.	Recorded AULs (Activity and Use Limitations) as a result of environmental contamination, such as land use restrictions, engineering controls, or restrictive covenants			
Proceedings Involving the Property (ASTM E 1527-05/13 Section 10.9) Are you aware of the following?				
1.	Pending/threatened/past litigation relevant to hazardous substances or petroleum products in, on, or from the Property			
2.	Pending/threatened/past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the Property			
3.	Any notices from any government entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.			

Form Completed by: _____

Relationship to the property: _____

(e.g., owner or owner's representative, site manager, etc.)

Signature: _____ Date: _____

Records should be available during the site reconnaissance or delivered to:

Prein&Newhof Attn: Timothy B. Woodburne, CPG Email: twoodburne@preinnewhof.com

3355 Evergreen Drive NE, Grand Rapids, MI 49525. Ph: (616) 364-8491 Fax: (616) 364-6955

User (Buyer) Questionnaire

p. 1 of 1

Regarding: 30 acres at Northwest Corner of US-31 and Lake Ann, Inland Township, Benzie County, MI
According to ASTM E 1527-05/13 the user is defined as “the party seeking to use Practice E 1527 to complete an environmental site assessment of the property. A user may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager”. As necessary please attach supporting documents.

Questionnaire adopted from (ASTM E 1527-05/13 Appendix X3)	Yes	No
1. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?		
2. Are you aware of any AULs (activity and use limitations), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law?		
3. As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?		
4. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?		
5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,		
Do you know the past uses of the property?		
Do you know of specific chemicals that are present or once were present at the property?		
Do you know of spills or other chemical releases that have taken place at the property?		
Do you know of any environmental cleanups that have taken place at the property?		
6. As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?		

Form Completed by: _____

Relationship to the property: _____
(e.g, purchaser, operator, lender, etc.)

Signature: _____ Date: _____

Please return to:

Prein&Newhof, Attn: Timothy B. Woodburne, CPG Email: twoodburne@preinnewhof.com
3355 Evergreen Drive NE, Grand Rapids, MI 49525. Ph: (616) 364-8491 Fax: (616) 364-6955

Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer’s surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee

L. Indemnification – Client shall indemnify Engineer from and against any and all claims, liabilities, losses, and damages, arising from bodily injury or death of any person and/or damage or loss of any property, but only to the extent they result or arise out of the willful or negligent acts, omissions, or errors of Client or its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Nothing in this Agreement shall require Client to defend Engineer from claims, or to indemnify Engineer for any amount greater than the degree of fault of Client, its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. This indemnity shall survive the expiration and termination of the Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitations.

M. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

N. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .

O. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

P. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

Q. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

R. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

S. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

T. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

U. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

V. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

W. Third-Party Beneficiary - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.