

**OTSEGO COUNTY  
PLANNING COMMISSION**

**December 15, 2014  
6:00 PM**

**MEETING WILL BE IN THE PLANNING AND ZONING MEETING ROOM LOCATED AT 1322 HAYES ROAD**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES: From November 17, 2014 meeting
5. CONSENT AGENDA: None
6. OTHER:
7. PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA:  
(Please identify yourself for the record. All comments will be limited to two (2) minutes)
8. PUBLIC HEARING:
  1. *Wolverine Power Company, in cooperation with the optioned property owners of the listed parcels, is requesting a special use permit of these same parcels:  
060-020-300-010-00/7603 M-32 West Elmira, MI 49730  
060-020-300-005-01/M-32 West Elmira, MI 49730  
060-020-400-010-00/M-32 West Elmira, MI 49730  
060-020-400-005-02/M-32 West Elmira, MI 49730  
Currently rezoned B3/Business, Light Manufacturing  
PSUP14-004-proposed use of the property is the operation of a gas fire power plant.*
9. ADVERTISED CASE:
  1. *Wolverine Power Company, in cooperation with the optioned property owners of the listed parcels, is requesting a special use permit of these same parcels:  
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Currently rezoned B3/Business, Light Manufacturing  
PSUP14-004-proposed use of the property is the operation of a gas fire power plant.*
10. UNFINISHED COMMISSION BUSINESS:
  1. 2014 Master Plan amendment
11. NEW BUSINESS:
  1. 2015 PC Meeting Dates
12. REPORTS AND COMMISSION MEMBER'S COMMENTS:
  1. Otsego County Parks & Recreation report/Judy Jarecki
  2. Sample Checklist to Guide Decisions on Dimensional Variances/Zoning Training
13. ADJOURNMENT

# Otsego County Planning Commission

Proposed Minutes for November 17, 2014

**Call to Order:** 6:00 pm by Chairperson Hartmann

Pledge of Allegiance

**Roll Call:**

Present: Chairperson Hartmann, Vice-Chairperson Jarecki, Mr. Borton, Mr. Hilgendorf, Mr. Arndt, Mr. Brown, Mr. Klee, Mr. Hendershot, Ms. Corfis

Absent: Ms. Nowak, Mr. Mang

Staff Present: Mr. Schlaud, Ms. Boyak-Wohlfeil

Others Present: John Burt, Otsego County Administrator, Bruce Brown, Otsego County Commissioner, Lee Olsen, Otsego County Commissioner, Paul Beachnau, Gaylord Chamber of Commerce/Otsego County Commissioner, Lisa McComb, Otsego County Economic Alliance Director, Haider Kazim, Otsego County Legal Counsel

Public Present: Brian Warner, Wolverine Power, Ken Bradstreet, John Ernst, Felix Burdo, Steve Johnson, Scott McPherson, Alice McPherson, Dave Johanningsmeier, Mark Johnson, GHT reporter

**Consent Agenda:** None

**Approval of minutes from:** October 20, 2014

Motion made to approve minutes as written by Mr. Hendershot; Seconded by Mr. Brown.

Motion approved unanimously.

**Other:** None

**Public participation for items not on the agenda:** None

**Unfinished applicant business:** None

**Public Hearing:**

*Wolverine Power Company, in cooperation with the optioned property owners of the listed parcels, is requesting a rezoning of these same parcels:*

*060-020-300-010-00/7603 M-32 West Elmira, MI 49730*

*060-020-300-005-01/M-32 West Elmira, MI 49730*

*060-020-400-010-00/M-32 West Elmira, MI 49730*

*060-020-400-005-02/M-32 West Elmira, MI 49730*

*The rezoning is proposed as a Conditional Rezoning per Section 405 of the Michigan Zoning & Enabling Act.*

*Currently zoned AR/Agricultural Resource and B2/General Business*

*PREZ14-001-proposed rezone to B3/Business, Light Manufacturing and the proposed use of the property is the operation of a power plant.*

# Otsego County Planning Commission

Proposed Minutes for November 17, 2014

Chairperson Hartmann opened the public hearing, introduced Ken Bradstreet and asked him to begin his presentation.

*Public Hearing Open:* 6:01 pm

Mr. Bradstreet thanked everyone and began a power point presentation explaining the beginning of cooperatives and the start of Wolverine Power.

He stated Wolverine Power chose the site in Elmira Township for the proposed power plant for two (2) reasons; the two (2) thirty-six inch (36") natural gas transmission lines running along the east side of the proposed properties and Wolverine's own electrical transmission line running along the west. Other sites considered already zoned B3/Business, Light Manufacturing or I/Industrial, would have been more complicated, more expensive and more time consuming having to run lines and acquiring easement permissions. Elmira was ideal in its uniqueness.

Mr. Bradstreet had renderings of the proposed project stating the plant would be very similar. The power plant would be located on the north eighty (80) acres, about five hundred feet (500') north of M-32 and a breaker station on the south eighty (80). The north and south eighty (80) acres were currently zoned AR/Agricultural Resource and the eight (8) acres to the east were zoned B2/General Business. The plant would consist of two (2) generating units built to blend in with the surrounding landscape.

He went on to state the typical plant operation would be fifty (50) to one hundred and twenty (120) days a year and would run predominately during the daylight hours. This would be a peaking plant or a backup plant being brought online in times of wind energy shortages. During construction there would be twenty-five (25) to one hundred (100) people on site and afterwards, the plant would employ six (6) to eight (8) personnel, mostly employees alternating between the Milbocker plant and the proposed one as needed.

Mr. Bradstreet stated there will be no visible stack emissions or odor from this type of plant and in terms of sound, per manufacturer, less than sixty (60) decibels at five hundred feet (500'), fifty (50) decibels at a quarter ( $\frac{1}{4}$ ) mile and forty (40) decibels at a half ( $\frac{1}{2}$ ) mile is expected. A rendering was available depicting the range of sound tested.

He discussed the tax benefits to the County and Township stating costs of the project were looking in excess of \$140 million which would annually increase the County General Fund by \$280,000, the Township General Fund by \$70,000 and the Township Fire Department by \$70,000. The proposed Alpine Power Plant would also create additional monies to the schools, other County entities and increase the new road millage by approximately \$70,000.

In order to be online by 2016, Mr. Bradstreet stated the timeframe was limited. Working backwards from the 2016 project completion, many permits and studies needed to be submitted in a manner so as not to delay one another. MISO studies can only be submitted twice a year, January or August, and must be completed before construction can begin. An air quality permit application would be filed with the Michigan Department of Environmental Quality (MDEQ) in December. This process is very strict regarding public health and safety and must also be complete before construction is started. Budgets needed to be considered and equipment ordered in advance also.

Mr. Bradstreet concluded with a request for the Otsego County Planning Commission's support of Wolverine Power's rezone application and stated there were many professional people involved with the project and welcomed any questions.

Chairperson Hartmann asked if there were any public comments.

# Otsego County Planning Commission

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Proposed Minutes for November 17, 2014

Felix Burdo spoke stating he owned property to the north of the proposed property and he was concerned the renderings were not indicative of the true stack height. He was also concerned with the noise level measurements and asked for some type of comparison.

Mr. Bradstreet referred to the sound rendering and stated at the one half (½) mile mark a maximum reading of forty-four decibels was expected. He said a car driving by would register about seventy (70) decibels, stating every ten (10) decibels is a doubling of sound.

Brian Warner, Wolverine Power representative, stated Wolverine Power had retained a noise specialist mostly focused on gas turbines. Once the manufacturer had been selected and location pinpointed, a more detailed noise study would be performed. He felt the numbers presented were conservative and the special use permit would provide much more information. Walls, berming and baffles are all forms of sound reduction being looked into. He also stated another reason this site was chosen was for the space that would surround the power plant.

Mr. Bradstreet stated the newer units are larger but the older units create more noise. The exact stack size is not known presently but could be as high as one hundred feet (100'). The special use permit is the second step to the process and more details would be available at that time.

Scott McPherson addressed the Commission stating this was a contradiction to the Township and County Master Plan and hoped any issues concerning residential use were mitigated. He too was very concerned about the sound, stating sound was a much more complicated issue than taking readings in the afternoon. He did not feel the amount of acreage was necessary for the rezone and was apprehensive of other properties in the area requesting a rezone.

Alice McPherson questioned the possibility of strong winds taking out much of the trees leaving the property exposed.

Chairperson Hartmann stated he believed the trees were not being solely relied on for sound reduction and concealment. A wall was also being discussed as an additional solution. He stated at the first Township meeting, Joe Duff, City Manager, had expressed his opinion of the Milbocker plant being a good neighbor to the surrounding properties.

Mrs. McPherson stated she had been present at the first meeting and thought 'good neighbors in an industrial park' was quite different from 'good neighbors in an agricultural area'.

Chairperson Hartmann stated because this was a *conditional rezone*, the property would revert back to the agricultural zoning should the power plant be decommissioned.

Paul Beachnau, Gaylord Chamber of Commerce, stated he encouraged the Planning Commission to approve the rezone request. Statistics have shown a demand for reliable energy and it is a big concern for businesses in northwest Michigan; a state of the art natural gas facility creating clean energy is the way to go. He stated he spoke with the Chamber of Commerce down in Cadillac and was told Wolverine Power was a model citizen and a first rate company.

Mr. McPherson questioned the changes in the personal property tax and the possibility of natural gas becoming available to the residents in the area.

Chairperson Hartmann stated he could not answer either of those questions.

Mr. Bradstreet stated the personal property tax is an incentive for manufacturers but did not apply to power companies because their equipment could not be relocated. It is looked at as a long term depreciable asset.

# Otsego County Planning Commission

Proposed Minutes for November 17, 2014

Chairperson Hartmann asked for any more comments and closed the public hearing.

*Public Hearing Closed:* 6:40 pm

## Advertised Case:

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Mr. Arndt stated his company had appraised different properties for Wolverine Power and if anyone felt he should abstain from the rezoning decision, he would step out. No objections from the Planning Commission members or public were raised.

Chairperson Hartmann identified the County's concerns as safety, health and welfare. He questioned Mr. Warner about fire suppression, stating he did not feel Elmira Township Fire Department was equipped to handle a natural gas fueled fire.

Mr. Warner replied there would be an emergency fire pump on site. They would also be working with the natural gas company in constructing the tap, relying on their expertise as far as gas line safety, all of which is regulated by very strict standards under the Michigan Public Service Commission.

Mr. Ernst stated the National Fire Protection Association (NFPA) 850 governs power stations and basically states what is necessary for fire suppression for a power generating facility. It has its own fire suppression built in. A letter from the Elmira Township Fire Department was received and will be presented with the special use permit stating they are confident in providing any help that may be needed.

Mr. Warner stated there were also internal fire suppression systems installed.

Chairperson Hartmann stated the welfare of the County was a concern; should the plant become decommissioned, the property needed to be reclaimed.

Haider Kazim, Otsego County Legal Counsel, stated the case was for a conditional rezone only. The Commission cannot place any conditions on the property other than what is being proposed by the property owners as part of the conditional rezone. The issue of reclamation or performance guarantee should be discussed at stage two (2), the special use permit.

Chairperson Hartmann asked for a motion.

Mr. Kazim suggested including the finding of fact as part of the discussion and adding the applicant's conditions of the rezone to the motion.

# Otsego County Planning Commission

Proposed Minutes for November 17, 2014

Motion made by Mr. Borton to approve PREZ14-001, a conditional rezone for the following four (4) optioned properties:

060-020-300-005-01/AR; 060-020-300-010-00/AR; 060-020-400-005-02/B2; 060-020-400-010-00/AR  
after fact finding consideration and with the conditions stated by the applicant, Wolverine Power Cooperative:

- 1) The use of the property will include a natural gas fired power generation plant, ancillary equipment and buildings and accessory uses which include but are not limited to; electric power substations, electric transmission and distribution facilities, natural gas metering and regulation stations, air compression equipment, backup electric generation, water storage tanks and the maintenance of these facilities (*SEE ATTACHMENT*)
- 2) The special use permit process will be pursued
- 3) Construction will begin within three (3) years from the date of the rezone

Motion seconded by Mr. Hilgendorf

Roll Call Vote:       Ayes-9  
                              Nays-0

Motion approved unanimously.

## **Unfinished Commission Business:**

### **New Business:**

Mr. Hilgendorf stated he had received a notice for a planning and zoning workshop from NEMCOG for a Lake Huron Watershed project next month.

Chairperson Hartmann asked anyone interested in going to the workshop to contact Land Use staff.

## **Reports and Commission Member's Comments:**

1. Otsego County Parks & Recreation report-None
2. Guidelines for PC, ZBA, Elected Officials /Zoning Training

**Adjournment:** 7:09 pm by Chairperson Hartmann

Christine Boyak-Wohlfeil, Recording Secretary

# Otsego County Planning Commission

Proposed Minutes for November 17, 2014

## *ATTACHMENT:*

### **FINDING OF FACTS:**

#### *The Planning Commission Finds...*

...*the* unique characteristics pertaining to these properties are the existence of two (2) thirty-six inch (36") natural gas transmission lines and an electrical transmission corridor running along either side making this a very desirable location as opposed to other properties considered already zoned B3/Business, Light Manufacturing

...*the* inclusion of the parcel of property zoned B2/General Business allows all permitted and permitted special uses in a B1/Local Business Zoning District which permits a utility and essential service building:

**10.2.5** Utility and essential service buildings when operating requirements necessitate the locating of said facilities within the District in order to serve the immediate vicinity.

...*the* applicant is proposing the use of the property to include a natural gas fired power generation plant, ancillary equipment and buildings and accessory uses which include but are not limited to; electric power substations, electric transmission and distribution facilities, natural gas metering and regulation stations, air compression equipment, backup electric generation, water storage tanks and the maintenance of these facilities

...*the* proposed use is a Permitted Use Subject to Special Conditions in a B3/Business, Light Manufacturing Zoning District

...*the* applicant going to great lengths to impose as minor an impact as possible to the surrounding areas in the way of noise and aesthetics

...*at* the conclusion of construction, there will be a minimum amount of traffic once the plant is operational

...*safety* precautions to be taken with regulated standards by the State of Michigan

...*the* need for clean energy is ongoing and this proposed rezone would be beneficial in helping to meet that need

Proposed Alpine Power Plant  
**Special Use Permit Narrative**  
Otsego County, Michigan

November 21, 2014

Prepared for:  
Wolverine Power Cooperative  
10125 W. Watergate Road  
P.O. Box 229  
Cadillac, MI 49601

Prepared By:  
Wade Trim, Inc.  
271 West McCoy Road  
Gaylord, MI 49735  
Charles J. Christy, PE MI #39122

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- VII. Article 21 Review – Specific Requirements for Certain uses
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  - h. Agency Correspondence

## I. Introduction

This submittal is being made in accordance with the Otsego County Zoning Ordinance 2003-02, dated August 13, 2013, and effective August 2013 (**OCZO**).

Wolverine power Cooperative proposes to construct a natural gas turbine power generation facility in Section 20, T31N-R4W, Elmira Township, Otsego County, Michigan. The site has direct access to M-32. The project consists of a single phase and will be constructed in the 2015 and 2016 calendar years.

The principal use of the subject property will be natural gas turbines for generation of electricity. Accessory uses in support of the principal use will be control buildings, maintenance buildings, gas metering and conditioning areas, cooling equipment, electrical equipment for managing the facility and produced electricity, site access, and other infrastructure to support and manage overall operations.

The subject property has recently been rezoned to B3, Business, Light Manufacturing District.

Pursuant to the OCZO, the following Articles apply to the proposed use, subject to conditions of the same: 12, 17, 19-23

This Special Use Permit (**SUP**) submittal, along with the SUP plan submittal package, will systematically review the applicable Articles of the OCZO, providing definitive responses and statements supporting the intent and authority of the OCZO.

## II. Executive Summary

Development of the proposed Wolverine Power Supply Cooperative, Inc. (“Wolverine Power Cooperative” or “Wolverine”) Alpine Power Plant project (“Project”) is intended to fully comply with the requirements of the Otsego County Zoning Ordinance (“Ordinance”). There are several items that Wolverine Power Cooperative requests be subject to special consideration in order to facilitate effective development of the Project while minimizing the potential for negative impacts on neighbors and surrounding properties.

### Sound Attenuation Measures

Wolverine has developed a comprehensive Sound Management Plan (“Sound Plan”) based on modeling of the equipment, other proposed structures and the natural features of the Project site. Based on this Sound Plan, Wolverine proposes sound mitigation measures designed to meet an audible dba standard of 59 dBA at a distance of 500 feet and 47 dBA at 1,500 feet from the proposed Alpine Power Plant facility. The sound mitigation measures are also designed to meet best engineering practices for mitigating non-audible C scale sound. Meeting these standards will ensure that the proposed Alpine Power Plant project complies with the 2011 ANSI B113.8 “Gas turbine installation sound emissions” (Appendix A and B) guidance.

Given the limits of the science of sound modeling it may be desirable to make modifications to sound attenuation features once actual operating conditions can be evaluated. Modifications to improve sound attenuation may include relocating, modifying or adding sound attenuation features. These modifications will be subject to the approval of the Otsego County Director of Land Use Services.

### Height of Structures

Per Article 17 of the Ordinance, the maximum structure height allowed is 35 feet above the surrounding ground level. Under the provisions of Note g of Article 17, the Planning Commission may approve a 100% increase in height to allow a total height of 70 feet.

The proposed facility will have a number of elements that exceed 35 feet in height. The exhaust stack chimneys on the outlet of the turbines are not subject to height limits per Section 22.3 of the Ordinance. With the exception of the chimneys, all other structural elements are to be at or below the 70 foot maximum height allowed.

#### Alternative Landscaping Plan

Wolverine proposes to develop an Alternative Landscaping Plan (“Landscaping Plan”) for the Project. The proposed Landscaping Plan shall be developed with the assistance of the Otsego County Soil Conservation District and will be subject to approval by the Director of Land Use Services. The Landscaping Plan will be based on the use of native species suited to the soils and environmental conditions found at the Project site. The intent of the Landscaping Plan shall be to provide a more natural appearance than a conventional landscaping plan and make the industrial features of the development less noticeable from adjacent properties and road ways. The Landscaping Plan will incorporate a protocol for the continuation of a naturally vegetated appearance that provides screening and sound attenuation benefits over the life of the Project.

Wolverine proposes that the existing trees that remain beyond the construction clearing limits, as shown on the Site Plans, will be managed in accordance with a forest health management (“FHM”) plan developed with the assistance of the Otsego County Soil Conservation District and subject to the approval of the Otsego County Director of Land Use Services. The objectives of the FHM plan will be to protect the health of the remaining forest and vegetation, provide for additional trees plantings to enhance visual screening and to remove or replace damaged or diseased trees that create an unsightly or unsafe condition. Any additional tree and vegetation removal will be limited to that necessary for forest health measures and potential project maintenance activities, but for all purposes, limited to not more than an aggregate of five acres of tree harvesting and vegetation removal. Any activities requiring more than five acres of clearing will require an amendment to the Special Use Permit.

### Fence Heights

Fences proposed at this site will be 8 feet in total height. The use of security fences at this site is warranted and appropriate for both public safety and protection of critical infrastructure.

### Site Restoration Plan

Upon closure of the Alpine Power Plant on the north side of M-32, all of the Wolverine facilities, including concrete foundations will be removed. The site will then be restored with tree seedlings and other appropriate erosion control ground cover.

Once installed, the breaker station and switching yard located on the south side of M-32 will be integral to the operation and reliability of the MISO grid and would continue to operate after the decommissioning of the power plant and is not included as a site restoration plan condition.

A power plant site restoration plan will be prepared by Wolverine for review and approval by Otsego County. The power plant site will be considered subject for closure and decommissioning after two years of non-operation by Wolverine. Wolverine will also provide Otsego County with a performance bond, cash deposit or another financial assurance mechanism mutually acceptable to Wolverine and Otsego County as a requirement of the site restoration plan.

### III. Article 12 Review

Pursuant to Article 12, Section 12.2, Sub-Section 12.2.6, Power Generation Plants are a use that may be permitted by the OCZO in the B3 Zoning District, Subject to Special Conditions. The project shall be reviewed in accordance with the standards of Article 19. This includes preparation of a Site Plan pursuant to Article 23 and the procedural requirements of Article 19.

State enabling legislation (MCLA 125.3502) allows for special land uses to be permitted after review and approval in accordance with the local zoning ordinance (OCZO).

#### IV. Article 17 Review

All uses in all districts are subject to Area and Bulk Density Requirements, pursuant to Article 3, Section 3.4.

Height, Density and Area limitations per Section 17.1

Zoning District = B3

	OCZO	Proposed Site Plan
Minimum Lot Area (sft)	20,000	7,292,353
Minimum Front Setback (ft)	30 (e)	459 (plant – M-32) 680 (switchyard - M-32)
Maximum Front Setback	N/A	N/A
Minimum Side Setback (ft)	10 (c)	1,056 (plant to west) 1,206 (plant to east) 807 (switchyard - Flott) 1488 (switchyard-east)
Minimum Rear Setback (ft)	20 (a,d,f)	477 (plant) 239 (switchyard)
Minimum Lot Width (ft)(k)	100	½ mile (both sides)
Maximum Lot Coverage (%)	N/A	N/A
Maximum Building Height (ft)	35 (g)	70 (Requested)
Minimum Ground Floor Area of Principal Structure (sft)	N/A	N/A
Minimum Width of Principal Structure (ft)	N/A	N/A

Note a: Lots within five hundred (500) feet of lakes, ponds, flowages, rivers, streams: Subject property is not within 500 feet of lake, pond, water, etc.

Note c: On the exterior side yard which borders on a residential district, there shall be provided a setback of not less than twenty (20) feet on the residential side in B1, B2 & B3 Districts. Proposed buildings and structures on the subject property are located greater than 20 feet from property lines.

Note d: Loading and unloading space shall be provided in the rear yard in the ratio of at least ten (10) square feet per linear foot of front building wall. Loading space shall not be counted as required off-street parking. Loading zones may be located in other non-required yards if screened or obscured from view from public streets and residential districts. **Loading and Unloading not located in rear yard. Loading space is not counted toward required off street parking. Loading zones not located in other required yards.**

Note e: Off-street parking may be permitted in the front yard, except that a ten (10) foot wide landscaped buffer is maintained between the front lot line or right-of-way line, and the parking area. **Off street parking is not located in the front yard.**

Note f: No building shall be placed closer than forty (40) feet to the outer perimeter of such district or property line when said use abuts a residential district boundary. **Proposed buildings and structures on the subject property are located greater than 40 feet from property lines.**

Note g: Subject to approval by the Planning Commission, the maximum height of buildings may be permitted to exceed the maximum stated in the Schedule by up to fifty percent (50%) in R1, R2, R3, RR, B1 and B2 Districts, and up to one hundred percent (100%) in all other districts, provided that the applicant can demonstrate that no good purpose would be served by compliance with maximums stated, (as in the case of steep topography, a Planned Unit Development, or larger site); and further, there is no conflict with airport zoning height restrictions; fire safety is maintained subject to local fire authority approval; and the light, air and/or scenic views of adjoining property is not impaired. The Planning Commission and/or Zoning Board of Appeals cannot allow a WTG height greater than allowed in Section 21.47 or Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS. [Also see Article 22 GENERAL EXCEPTIONS FOR AREA, HEIGHT AND USE.]

Wolverine is requesting approval for the 70 foot high *Air Inlet Filter House* structure which is 100% higher than the 35 foot height listed in the Schedule of Regulations for the B3 zoning district.

This structure filters and directs air flow to the combustion turbine which is located in the center of entire unit. The air filter inlet structure is higher than 35 feet because it is installed above the electrical generator and other components. The size of the structure is designed to provide the necessary dimensional surface area for the air filter material and the air intake volume. It lies above the other turbine equipment for compactness of design and to help reduce dust intake and air turbulence. Its location and height above grade is the industry normal and customary practice for optimal performance of the combustion turbine. The mature forest surrounding the facility will shield this structure from view so it will not create a substantially negative impact on the viewsheds.

The Elmira-Warner Fire Department has provided written confirmation that the height of this structure will not compromise their fire suppression

capabilities. Furthermore, the structure is in compliance with National Fire Protection Association 850 standard: Recommended Practice for Fire Protection for Electric Generating Plants. See Appendix h for a copy of the fire department correspondence.

## V. Article 19 Review

In accordance with Article 19, an Application and Site Plan has been prepared and submitted to the zoning administrator of Otsego County.

### SECTION 19.7 STANDARDS FOR SPECIAL LAND USE APPROVAL

The Planning Commission shall approve, or approve with conditions, an application for a special land use permit only upon a finding that the proposed special land use complies with all of the following standards:

19.7.1 The property subject to the application is located in a zoning district in which the proposed special land use is allowed.

The proposed project and subject property is located in a B3 zoning district. Section 12.2.6 of the OCZO allows for the review of Power Generation Plants, subject to special conditions.

19.7.2 The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on the natural resources of the county or the natural environment as a whole.

Protection of natural resources and environment is highly regulated at power generating facilities. Wetlands, streams and rivers will not be impacted by the proposed project because none of these natural features are located on the subject properties.

The proposed power plant will be a modern high efficiency natural gas power plant with effective air quality emission control systems incorporated into the gas power plant system. Air quality emissions will be further reduced by limiting the operating potential of the power plant to approximately of one-third of the total hours in a year. Potential impacts on air quality are closely regulated under the Michigan Department of Environmental Quality (MDEQ) Air Quality Division. The air quality of the Gaylord-Elmira area is considered good, or in attainment,

and meeting air quality standards established by the MDEQ and EPA. The proposed project will need to obtain an air use permit from the MDEQ, ensuring that state and federal air quality standards will be met and local and regional air will remain in “good quality” after the power plant begins operation.

Secondary containment and spill isolation features are incorporated into the generators and ancillary equipment in accordance with both State and Federal requirements. The project will need to obtain a stormwater construction permit. Stormwater on the site is segregated such that any runoff from equipment that could be exposed to leaks or spills will be contained. Only stormwater that is isolated from potential oils and other materials will be discharged to the designed infiltration basin.

19.7.3 The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors, or the accumulation of scrap material that can be seen from any public highway or seen from any adjoining land owned by another person.

Concerns regarding Substantially Negative Impacts due to traffic, noise, smoke, fumes glare, odors and/or accumulation of scrap are addressed as follows;

- Traffic at this site is anticipated to be very low
  - Approximately 20 trips per day
  - A full time staff of up to 6-8 persons divided into two shifts during peak operating times
  - No regular truck traffic
- The following measures will be taken to address community noise concerns
  - Noise propagation modeling has been used to formulate an effective noise control program and provide guidance for efficient equipment selection and site design.

- Property line setbacks that greatly exceed minimum standards: 500 to 1200 feet to the generating units
- Vegetated buffer zones
- Specially designed noise mitigation equipment has been selected for this project.
  - Noise reduction at the air inlet / filter system using an 8 foot silencer.
  - Noise attenuating equipment enclosure on each combustion turbine.
  - High efficiency exhaust silencer on the combustion turbine.
  - Sound isolation walls, surrounding primary noise sources, enclosing the Inlet Plenum, Load Compartment, exhaust diffuser and the Generator.
  - Low noise fans for the fin fan cooler.
  - Low noise unit at generation transformer.
- Additional sound isolation walls may be added to improve site specific performance, if required, based on the results of additional noise modeling.

The incorporation of the above listed sound mitigation measures are designed to meet an audible dba standard of 59 at a distance of 500 feet and 47 dba at 1,500 feet from the proposed power plant facility. The sound mitigation measures are also designed to meet best engineering practices for mitigating non audible C scale sound. Meeting these standards will ensure that the proposed power plant project complies with the 2011 ANSI B113.8 "Gas Turbine Installation Sound Emissions" (Appendix A and B) guidance

19.7.4 The proposed special land used will be designed, constructed, operated, and maintained so as not to diminish the opportunity for the surrounding properties to be used and developed as zoned.

The proposed special land use has been designed and will be constructed, operated and maintained so as not to diminish the opportunity for the surrounding properties to be used and developed as zoned. Use of extra large property line setbacks provides permanent vegetated buffers between the proposed facility and neighboring properties. Special consideration has been given to minimizing noise and light coming from this site. The overall design of this site is intended to make this facility virtually unnoticeable from the surrounding properties.

19.7.5 The proposed special land use will not place demands on fire, police, or other public resources in excess of current capacity.

The Elmira-Warner Fire Department Chief has provided written confirmation to the applicant stating that the proposed project will not exceed their capabilities and that they "...are confident that we will certainly be able to provide either fire suppression/support and/or emergency medical first response services, in the unlikely event the need should arise." See Appendix h for a copy of the fire department correspondence.

19.7.6 The proposed special land use will be adequately served by public or private streets, water and sewer facilities, and refuse collection and disposal services.

The only public infrastructure serving the project site is M-32. The impact on M-32 will be a minimal increase in traffic. MDOT will regulate drive entrances at M-32.

19.7.7 If the proposed special land use includes more than fifteen thousand (15,000) square feet of impervious surface, then the storm water management system employed by the use shall (i) preserve the natural drainage characteristics of the site and enhance the aesthetics of the site to the extent possible, (ii) employ storm water disposal through evaporation and infiltration when reasonably possible, (iii) shall not discharge storm water directly to wetlands or surface waters unless there is no other prudent or reasonably feasible means of discharge, (iv) shall not serve to increase the quantity no rate of discharge leaving the property based on twenty-five (25) year storm criteria, (v) shall be designed using Best Management Practices identified by the DNR or its successor agency, and (vi) shall identify the party responsible for maintenance of the storm water management system.

The project will need to obtain a stormwater construction permit. Stormwater on the site is segregated such that any runoff from equipment such as leaks or incidental spills will be contained. Only stormwater that is isolated from potential oils and other materials will be discharges to the designed infiltration basin.

Wolverine Power Cooperative will be responsible for maintaining the stormwater management system.

19.7.8 The proposed special land use complies with all specific standards required under this Ordinance applicable to it.

There are no standards specific to Power Generation Plants in Section 21. Specific requirements for fences (21.10), landscaping (21.18), parking (21.27), performance standards (21.28), signs (21.38), and soil erosion and storm water management (21.40) will be followed. Wolverine is also proposing an alternate landscaping plan to protect the remaining areas beyond the construction clearing limits and on the switch yard property south of M-32 to provide year-round screening the zoning ordinance landscape specifications would likely not provide. The alternate landscape plan is described in Section 21.18.

## VI. Article 20 Review

### ARTICLE 20 ACCESS MANAGEMENT REQUIREMENTS SECTION

#### 20.1 PURPOSE

The purpose of this section is to provide reasonable access to the property owner to all roads within Otsego County while protecting the public health, welfare, safety and aesthetics of the County. All Land in a parcel having a single tax code number or contiguous parcels owned by a person as of the effective date of this Ordinance shall meet the requirements of this Ordinance. The intent of this ordinance is to provide standards, which will preserve the traffic capacity, and enhance the safety of the highway by regulating safe and reasonable access, though not always direct access, between public roadways and adjacent land. Access controls provide for orderly growth and development. This in turn will protect the long term viability of existing and new businesses in addition to protecting property values of commercial and residential development along the corridor. It is recognized that existing development may not be able to meet all of the standards contained in this ordinance; Upon expansion or redevelopment, the standards' contained herein shall be applied to the maximum extent possible in conformance with the Otsego County Access Management Map.

The standards of this section are further intended to:

- Minimize traffic conflicts, in order to reduce the frequency of fatal injury and property damage crashes;
- Separate traffic conflict areas by reducing the number of direct access points,
- Provide efficient spacing and size standards between access points and between access points and intersections;
- Establish uniform access standards to ensure fair and equal application;
- Protect the substantial public investment in the roadway system by preserving capacity and avoiding the need for unnecessary and costly reconstruction which disrupts business;
- Require coordinated access among several landowners;
- Ensure reasonable access to properties, though the access may not always be direct access;
- Coordinate local management decisions on development proposals with access permit decisions by the Michigan Department of Transportation (MDOT) and the Otsego County Road Commission, (OCRC).

#### SECTION 20.3 LOCATION AND SPACING

Proposed access to the property will occur at three driveway locations, all connecting to State Highway M-32. A secondary access to the main generation facility will be constructed to facilitate emergency vehicle access if required. All drive approaches will be permitted by the Michigan Department of Transportation.

The drive locations have been located to minimize left turn conflicts by locating the proposed drives across from existing drive locations. The proposed drive locations have been situated at or near existing field entrances to minimize removal of vegetation along M-32 and to coincide with previous improvements completed by MDOT.

The two drives located on the north side of M-32 have a spacing of approximately 575 feet. The proposed drive on the south side of M-32 is approximately 300 feet west of the existing drive to the existing Chevron Central Processing Facility. All three drive locations exceed the minimum spacing requirements of 255 feet.

Additionally, the drives are located in areas of 'flat' profile grade or at the crest of vertical curves, providing optimal stopping sight distance and intersection sight distance.

Application will be made to MDOT for permitting these drive locations, in accordance with the permitting requirements prescribed by MDOT.

#### **SECTION 20.5 ACCESS**

All developments shall have reasonable access to a county or public roadway. Access onto any roadway shall be permitted only upon issuance of an access permit by the MDOT or OCRC in compliance with the site review planning process.

Proposed access to the property will occur at three driveway locations, all connecting to State Highway M-32. A secondary access to the main generation facility will be constructed to facilitate emergency vehicle access if required. All drive approaches will be permitted by the Michigan Department of Transportation. There will be no shared drive access to adjacent properties or shared parking.

#### **SECTION 20.6 ROAD STANDARDS**

There are no roads proposed by this development. Improvements proposed by this project will consist of access drive(s) and internal circulation roads. All improvements will be located on private property and used solely by the property owner.

## VII. Article 21 Review

### ARTICLE 21 SPECIFIC REQUIREMENTS FOR CERTAIN USES

#### SECTION 21.1 ACCESSORY BUILDINGS

21.1.1 Accessory buildings in the R1, R2, R3 & RR Districts shall be subject to the side and front yard setback requirements as regulated in Article 17 SCHEDULE OF DIMENSIONS, but need not be farther than ten (10) feet from the rear property line.

All accessory buildings and uses are within the prescribed yard setback requirements of Article 17.

21.1.5 Accessory buildings shall not be used for residences.

The accessory buildings identified for the development will not be used for residences.

21.1.6 Accessory building may not be used for commercial storage.

Accessory buildings associated with the project are for offices, operations, and maintenance and will not be used for commercial storage.

#### SECTION 21.10 FENCES

Fences are proposed to be constructed as part of this development. The fences will serve primarily as safety and security to limit access to authorized personnel only.

During the construction phase, temporary fence will be constructed to secure the staging and laydown areas, deterring vandalism and theft. At project completion, temporary fence will be removed from the site.

At project completion, permanent fence will be constructed to secure the site as described above. The fence will have lockable gates. All fence constructed as part of this project will consist of 8 foot high chain link fence. Permanent fence will have 3-strand barb wire on top of the fence, angled away from the protected area.

In addition to the fence mentioned above, the second emergency access drive into the generation facility and the access drive into the switchyard will have a

steel tube, field entrance type gate to prevent accidental access into the property interior. The driveway entrance gates will have chains and locks.

#### SECTION 21.18 LANDSCAPING

Landscaping is proposed as part of the project as required by the buffer requirements in Section 21.18.3. The submitted Landscape Plans on Sheet 3.0 indicate locations of proposed buffering and landscaping. A significant amount of existing mature hardwoods (maple, beech, cherry, basswood) and pine trees (red, scotch), and dense understory exist throughout the property and along the property perimeters. The existing trees and understory will be maintained to substantially meet the buffering requirements. The tree clearing (and grading limits) proposed on the entire property will be limited to the power plant facility, its two access driveways, the switchyard and driveway south of M-32, and the temporary construction staging/laydown areas. The remaining trees would not be removed. The remaining hardwoods and pine trees will provide substantial screening to nearly all of the adjacent properties and Wolverine is including them in its landscape designs.

Wolverine proposes that the existing mature trees and understory brush meets the landscaping requirements around the power plant facility and only minimal additional planting would be necessary at the main driveway entrance to provide the necessary screening from M-32 Highway.

On the switchyard property south of M-32, there are open field views to the west and south property lines. There is also an approximately 150 foot wide break in the M-32 roadside trees east of the switchyard access driveway. Additional landscaping would be added to these three areas lines as described below and as shown on the Landscaping Plan, Sheet 3.0 in accordance with the zoning ordinance requirements.

Table I in Section 21.18 indicates the required buffer yard based on the zoning of the switchyard property and adjacent properties. The subject parcel is zoned B3 and the adjacent parcels are zoned AR and B2, therefore Type B and C buffer yards are specified.

Table II in Section 21.18 indicates the required plantings per 100 feet of buffer yard. Summary calculations, proposed buffer yards, buffer yard plantings, tree species and size are indicated on the Landscape drawings.

An water well and irrigation system will be installed on the switchyard property south of M-32 to maintain the planted landscaping along with routine maintenance trees and shrubs to ensure their long term survival.

#### ALTERNATE LANDSCAPING PLAN PROPOSAL:

Wolverine proposes that the existing wooded areas beyond the clearing limits shown on the Site Plans and additional planted tree and shrub buffers are managed in accordance with a forest health management plan that would be developed in cooperation with the Otsego County Conservation District and approved by the Otsego County zoning administrator. The objectives of the plan would be to protect the health of the remaining hardwoods and pine trees , provide for additional plantings to enhance existing roadside tree screening, to remove damaged or diseased trees, to provide year-round screening from the public road ways and adjacent properties (especially to the west and south of the switchyard station) with a predominance of conifer tree and evergreen shrub plantings strategically placed to block views (but not limited to just the property perimeter). Native plant species would be used as much as possible. Any additional future tree removals would be limited to that necessary for forest health measures and potential project maintenance activities, but for all purposes limited to not more than an aggregate of five acres.

#### SECTION 21.19 LIGHTING, OUTDOOR

The power generation facility will have outdoor lighting primarily for safety and security purposes and is not designed to illuminate the entire facility. A site lighting plan has been prepared and is included with the Site Plan submittal as Sheet C-5.0 and C-5.1. Proposed illumination levels at the ground are indicated along with cut sheets of the proposed fixtures.

The proposed lighting is only located around the power plant interior perimeter drive, control room/maintenance building, pump house, and main access driveway. The light fixtures will be mounted on 25 foot tall poles or approximately ten feet high on the sides of the accessory buildings and utilize 100% cutoff optics that

direct illumination downward. All light sources originate within the fixture housing and not directly visible from beyond the property line due to the site being surrounded on three side with 70-80 foot tall existing hardwoods and the pine tree buffer along M-32.

The switchyard will have one light mounted on a 25 foot pole at the entrance to the control house.

At each location, there will be additional flood lights surrounding the equipment that would be available during infrequent electrical emergencies and could be manually switched on at night and then off when such conditions are resolved.

#### SECTION 21.27 PARKING

Power plant parking for primary and accessory uses is provided on the north side of the control room/maintenance building as indicated on the Site Plan. Under normal operating conditions, the facility will have a 3-4 operators on site per shift. There are 9 parking spaces indicated on the site plan which includes one handicap parking space.

Based on the number of employees per shift , the parking spaces meet the five plus one per employee requirement of the Industrial Land Use category in Section 21.27.10.

There are no parking needs for the routine operations of the switch yard because the facility is not staffed. Monthly inspections and other occasional site visits would occur by Wolverine staff that would necessitate short term parking inside the switchyard.

Snow storage for the paved parking areas and paved areas around the site is provided in the gravel areas indicated on the Site Plan.

#### SECTION 21.28 PERFORMANCE STANDARDS

No use otherwise allowed shall be permitted within a Use District which does not conform to the following standards of use, occupancy, and operation, which standards are hereby established as the minimum requirements to be maintained within said area:

21.28.1 Smoke, Dust, Dirt, and Fly Ash

It shall be unlawful for any person, firm or corporation to permit the emission or discharge of any smoke, dust, dirt, or fly ash in quantities sufficient to create a nuisance within the unincorporated areas of Otsego County.

The power plant and switchyard will not emit smoke, dust, dirt or flyash. The combustion of natural gas does not have these types of emissions and there are no emissions from the switchyard electrical equipment.

There are two diesel generators for the turbines and emergency water pump house that would emit diesel exhaust on the rare occasion when they are used or during routine testing and maintenance.

#### 21.28.2 Open Storage

The open storage of any equipment, vehicles and all materials including wastes, shall be screened from public view, from public streets, and from adjoining properties. Scrap, junk cars and other junk materials shall not be piled or stacked as open storage to a height in excess of twenty (20) feet, and must meet the requirements of Article 21.3.1 and Article 19.

No equipment, vehicles, or other material including waste will be stored on site.

#### 21.28.3 Glare and Radioactive Materials

Glare from any process (such as or similar to arc welding or acetylene torch cutting) which emits harmful rays shall be permitted in such a manner as not to extend beyond the property line, and as not to create a public nuisance or hazard along lot lines. Radioactive materials and wastes, and including electromagnetic radiation such as x-ray machine operations, shall not be emitted to exceed quantities established as safe by the U.S. Bureau of Standards, when measured at the property line.

It is anticipated that arc welding and acetylene torch cutting will occur during the construction phase and only occasionally during operations and maintenance of the electrical facilities. With the power plant construction area being approximately 500 feet from the nearest property line or public road, it is not anticipated to create a public nuisance during the construction period from the more frequent arc welding or torch cutting.

There will be no use of radioactive material or electromagnetic radiation equipment on the site, with the exception of x-ray equipment potentially used to infrequently test the safety of natural gas pipelines and equipment.

#### 21.28.4 Fire and Explosive Hazards

The storage, utilization, or manufacture of materials or products ranging from combustible to moderate burning, as determined by the appropriate community fire protection authority, is permitted subject to compliance with all other yard requirements, Article 19, performance standards previously mentioned, and providing that the following conditions are met:

21.28.4.1 Said materials or products shall be stored, utilized or produced within completely enclosed buildings or structures having incombustible exterior walls.

21.28.4.2 The storage and handling of flammable liquids, liquefied petroleum, gases, and explosives shall comply with the State Rules and Regulations as established by Public Act No. 207 of 1941 as amended.

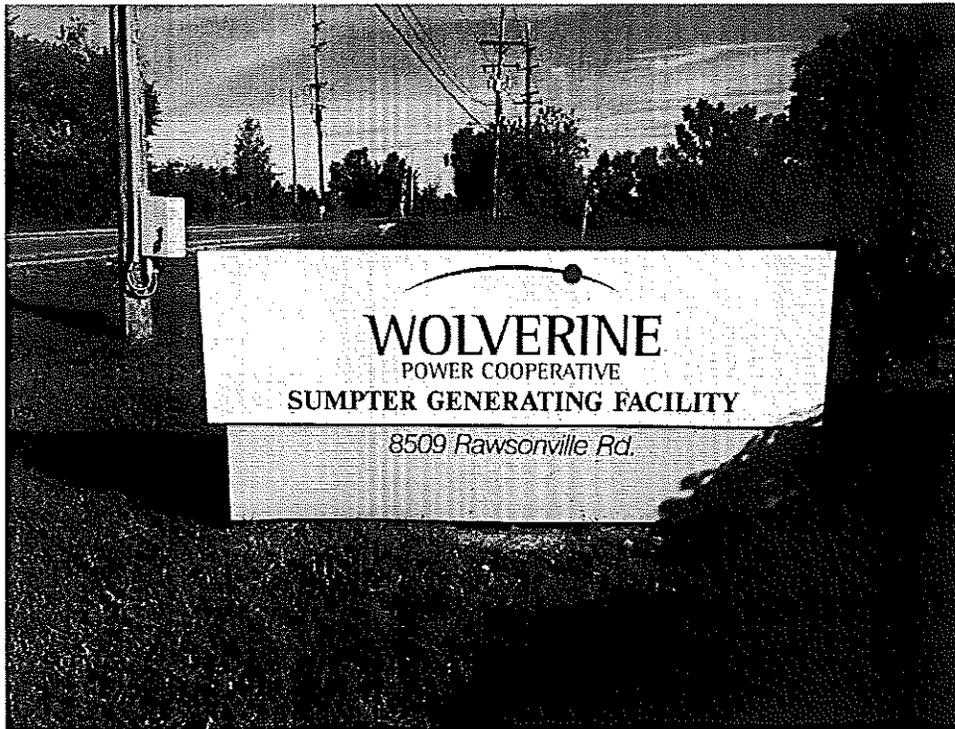
The facility will utilize natural gas as a means to generate electricity. The natural gas will originate from the TransCanada pipeline crossing the east side of the subject property, piped underground to the gas metering area, then through the gas conditioning area, then to the combustion turbines.

There will be no storage of hazardous or flammable materials on the site other than "in-use" nominal quantities utilized inside the maintenance building or during maintenance of the electrical equipment. Other similar materials, such as transformer and lube oil, diesel fuel, and batteries are on-site and considered to be "in-use" and not in storage. See Sheet M208 for a list of materials.

The facility will have a self-sufficient fire protection system consisting of an internal gas turbine fire suppression system and an approximate 350,000 gallon water storage tank, pump house and water distribution lines and water well.

#### SECTION 21.38 SIGNS AND BILLBOARDS

One sign is proposed for the power plant and will be located west of the main entrance driveway at M-32 and ten feet from the road R/W. Refer to Site Plan for location. The sign will be a free standing monument sign with a maximum height of 8 feet and a total area of 32sft (4.0ft x 8.0ft). The sign will not be backlit or contain any flashing lights. The applicant will apply for a sign permit under a separate application. A sample of the proposed power plant sign is presented below:



**SECTION 21.40 SOIL EROSION AND SEDIMENTATION CONTROL, STORM WATER MANAGEMENT**

No zoning permit shall be issued until any required Soil Erosion and Sedimentation Control permits and/or Storm Water Management permits have been obtained.

Prior to beginning physical construction on the site, and prior to receiving a zoning permit, the applicant will obtain a soil erosion permit from Otsego County. In Michigan, the soil erosion and sedimentation control permit, issued pursuant to Part 41 of P.A. 451, also serves as the NDPES permit for construction storm water, Permit-By-Rule, R 323.2190.

**SECTION 21.42 TRASH RECEPTACLES/DUMPSTERS**

21.42.2 Commercial Trash Receptacles / Dumpsters may be placed upon a parcel of land in such a manner to facilitate loading and unloading. They may be placed no closer than ten (10) feet to any adjoining property. All Trash Receptacles shall be properly maintained with working lids and the lids shall be maintained in a closed position.

Trash dumpsters are indicated on the site plan for refuse generated on a day by day basis. These dumpsters are located in the center of the property, near the primary and accessory uses and will have lids on them to prevent disposition from

wind or animals. The dumpsters will be shielded from public view by the accessory uses.

21.42.3 Temporary Commercial Construction Dumpsters are exempt from these regulations.

Temporary dumpsters will be provided during the construction phase to collect generated waste.

#### **SECTION 21.43 UNDERGROUND UTILITY WIRES**

Within the area of a plat or site plan, all distribution lines for electric, communication, or similar associated services shall be placed underground. Those electric and communication facilities placed in dedicated public ways shall be installed so as not to conflict with other underground utilities. All communication and electric facilities shall be constructed in accordance with standards of construction approved by the Michigan Public Service Commission. All underground utility installations which traverse privately-owned property shall be protected by easements granted by the owner of such property.

The Planning Commission may, by resolution, waive or modify any of the above requirements for underground line installations with respect to a particular plat or site plan when the strict application of the above requirements would result in unnecessary hardship. Prior to any such waiver or modification, a public hearing regarding the proposal shall be held by the Planning Commission.

A majority of the on-site utilities will be located and constructed below grade. The transmission line from the generation facility to the switchyard will be located overhead and will only cross the subject property. The overhead power line will cross M-32 and the applicant will obtain a permit from MDOT for this aerial crossing.

## VIII. Article 22 Review

Article 22 of the OCZO provides for exceptions to the area, height and use for specific items, uses, and accessory uses.

Section 22.3 specifically exempts height limitations for farm silos, chimneys, church spires, flag poles, and public monuments, provided that the height limit for any building or structure permitted as a conditional or special approval use may be set by the Planning Commission upon approval of the Site Plan.

The proposed principal use on the subject property will be two natural gas electric generation turbine units which will have one exhaust stack (i.e., chimney) for each unit. The proposed height of each stack will be up to 100 feet above grade. The exhaust stack height is prescribed by air emissions modelling specifications and MDEQ air permit requirements in order to provide necessary dispersion of the turbine exhaust. The final stack height will be submitted to Otsego County and Elmira Township upon the MDEQ permit issuance.

The applicant respectfully requests Planning Commission approval for the stack height as a part of this SUP application.

## IX. Article 23 Review

### ARTICLE 23 SITE PLAN REVIEW

Site Plan Review and approval of all development proposals listed below is required by the provisions of this Article. The intent of this Article is to provide for consultation and cooperation between the land developer and the Zoning Administrator so that beneficial utilization of the land is achieved at the same time that adverse effects upon the surrounding land uses are minimized consistent with the requirements and purposes of this Ordinance. Through the application of the following provisions, the attainment of the Comprehensive Plan of Otsego County will be assured and its communities will develop in an orderly fashion.

#### SECTION 23.1 SITE PLAN REVIEW REQUIRED

A Site Plan has been prepared and submitted as required by Article 12 and Article 19.

#### SECTION 23.2 APPLICATIONS FOR SITE PLAN REVIEW

An application for site plan review shall be obtained from the Zoning Administrator. The completed application and site plan shall be submitted to the Zoning Administrator along with fifteen (15) copies of each for distribution. The application, site plan and copies shall be submitted at least thirty (30) days prior to the next regularly scheduled meeting of the Planning Commission, in order to have the site plan review scheduled for that meeting. The applicant shall also meet requirements of Article 27 Township Participation in County Zoning. The application for site plan review and the site plan shall contain the following information:

A copy of the completed and submitted SUP application is included in Appendix b.  
A copy of the completed Site Plan application is included in Appendix c.

The applicant is not the owner of the subject properties but has other interest in the properties as the developer. The properties are currently under option with Real Estate Option Agreements which gives the applicant the right to purchase the property, develop the property, and authority to apply for permits. Please refer to Appendix d for the property ownership and descriptions and Appendix e for a copy of the Real Estate Option Agreements.

There are currently no liens on any of the properties. A copy of the Schedule B from the Title Commitments for each property is located in Appendix f.

Site plans have been prepared and submitted in accordance with the Site Plan review application and Section 23.2.2

### SECTION 23.3 PRE-APPLICATION CONFERENCE

A pre-application meeting was conducted on November 18, 2014. A summary of the meeting minutes are included in Appendix a.

### SECTION 23.4 AGENCY REVIEW

The applicant shall submit a copy of required site plans and a blank comment form supplied by the Otsego County Zoning Administrator to designated Federal, State and Local agencies and departments for review as determined and requested by the Planning Commission or Zoning Administrator.

The applicant may be requested to submit site plans to one or more of the following agencies: the Otsego County Road Commission; the Michigan Department of Transportation; the Michigan State Police, the Otsego County Sheriff; the Otsego County Conservation District; the District Health Department; the Fire Department having jurisdiction; the Michigan Department of Natural Resources; the Michigan Department of Environmental Quality; the Otsego County Airport; or any other agency or department deemed necessary. After delivery of the application, site plans and comment forms the applicant should submit proof of delivery to the Otsego County Zoning Administrator. Comments not received from reviewing agencies by the Zoning Administrator within fifteen (15) of days of delivery shall be considered approved without comment.

The applicant will have additional site plans available for submittal to any of the agencies whose comments will be needed on the project. Wolverine has already obtained a "No Permit" needed decision from the MDOT Aeronautics Division in accordance with the Michigan Tall Structures Act (Act 259, as amended). Other agencies that the applicant has had discussions with include the Elmira-Warner fire department, MDOT Road Commission, Otsego County Conservation District, and the Michigan Department of Environmental Quality Air Division.

X. Appendix

## a. Pre-Application Meeting Minutes

Project: Wolverine Power Cooperative Alpine Power Plant on M-32 in Elmira Township  
Minutes Prepared by: John Ernst, P.E. Date: 11/18/14

### Present:

Paul Hartmann, Otsego County PC Chair  
Duane Hoffman, Elmira Township PC Chair  
Vern Schlaud, Land Use Services Director  
Christine Boyak-Wohlfeil, Land Use Services Clerk  
Brain Warner, Wolverine Power Cooperative  
Ken Bradstreet, Wolverine Power Cooperative  
Steve Johnson, Consultant  
John Ernst, PE, Consultant

### Topics:

- Snow storage should be called out clearly on the plans. Calculations for required snow storage areas are in the ordinance.
- Gate locations should be reviewed to ensure adequate clearance for semi-trucks pulling up in front of the gate. Construction phase gates and permanent gates should be clearly identified.
- Fence locations should be confirmed. Permanent and construction phase fencing should be clearly identified.
- Lighting should be confirmed to be 100% full cutoff such that the light source is not visible from off the property.
- Forest management plan should be incorporated into the application. It can be part of an alternative landscaping plan that will utilize native species appropriate to the site. It should also include provisions for continuation of the forested buffer zones over the long term. Wolverine volunteered to commit to a restriction on tree clearing other than as needed for proper forest management. Any future clearing of areas less than 5 acres can be dealt with via administrative approval at Land Use Services. Clear of more than 5 acres would require a revision of the Special Use Permit.
- Reclamation plan should be included in the application that provides for the removal of all structures on the site such that it can be reasonably returned to AR zoning.
- Entrance sign must not be larger than 32 sq. ft. and, if lighted, lights must be down shot lights with light sources not visible off the site.

b. SUP Application

# Otsego County Land Use Services

PERMIT NO: \_\_\_\_\_

1322 Hayes Road  
Gaylord, MI. 49735  
Phone 989-731-7420 \* Fax 989-731-7429

## APPLICATION FOR SPECIAL USE PERMIT

Date: November 21, 2014

Tax Parcel Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Twp: Elmira Sec 20 N 31, R 4 W

Tax #'s: 060-020-300-005-01, 060-020-400-010-00, 060-020-400-005-02, & 060-020-300-010-00

### Property location: (REQUIRED)

Address: M-32, otherwise address not yet assigned. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Applicant:

Name: Wolverine Power Cooperative, Inc. Phone No. ( 230 ) - 775 - 5700

Address: 10125 W. Watergate Road, P.O. Box 229 City: Cadillac State: MI Zip: 49601

### Property Owner: (If different from applicant)

Name: Please refer to Site Plan Application Attachment Phone No. ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Description of project and proposed use:

Please refer to Special Use permit Narrative, prepared by Wade Trim, Inc. for Wolverine Power  
Cooperative, dated November 21, 2014.

Signature of Applicant: \_\_\_\_\_

Date: 11/21/14

\*All information received by this department is subject to the Freedom of Information Act. Under this Act, persons are allowed to request copies of said information. This includes, but is not limited to all copies of drawing and blueprints.

### Office Use Only

File No. \_\_\_\_\_ Fee amount: \_\_\_\_\_

Date Application Received \_\_\_\_\_ Received By: \_\_\_\_\_



BRIAN E. VALICE  
Staff Attorney

November 21, 2014

Mr. Vern Schlaud  
Director  
Otsego County Land Use Services  
1322 Hayes Tower Road  
Gaylord MI 49735

RE: Wolverine Power Cooperative  
Special Use Permit and Site Plan Review Applications – Authority to Submit Application

Dear Mr. Schlaud,

In support of Wolverine Power Cooperative's Special Use Permit Application and Site Plan Review Application ("SUP/SP Applications"), please find enclosed the Real Estate Option Agreements for the four parcels included in the SUP/SP Applications. The option agreements provide the necessary authority from each property owner for Wolverine to submit the SUP/SP Applications as described in greater detail below. The option agreements were obtained by a third-party and assigned to Wolverine and the Assignment of Real Estate Option Agreement documents are also enclosed.

In each option agreement, Section (6), Paragraph (4) provides Wolverine the authority to make the SUP/SP Applications where it states, "*Buyer may, without any further approval, seek necessary permits and applications to improve the Premises after the Closing.*" Mr. Brian Warner, Vice President of Environmental Strategy, is thereby signing the SUP/SP Applications based on the terms of the option agreement.

The parcel ID numbers and legal descriptions of the four properties in Section 20, T31N-R4W, Elmira Township, Otsego County, Michigan, are as follows:

Parcel 1: 060-020-300-005-01; NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 20; 40 acres.

Parcel 2: 060-020-400-010-00; NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 20; 40 acres.

Parcel 3: 060-020-400-005-02; The West 437' of the South 797' of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; 8 acres.

Parcel 4: 060-020-300-010-00; S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 20; 80 acres.

Sincerely,

Brian E. Valice

c. Site Plan Application

**OTSEGO COUNTY LAND USE SERVICES DEPARTMENT**  
**1322 HAYES ROAD**  
**GAYLORD MICHIGAN 49735**  
**989-731-7420 \* FAX 989-731-7429**

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**Application for Site Plan Review**

**Applicant:**

Name: Wolverine Power Cooperative Owner / Agent / Other interest (circle one)

Address: 10125 W. Watergate Rd, P.O. Box 229, Cadillac, MI 49601

Phone 1.231.775.5700 Fax 1.231.775.2077

Property Owner: (if different from applicant)

Name: Please refer to Site Plan Application Attachment

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Property Location:**

Township Elmira Section 20 Town 31N Range 4W Zoning District B3

Site Address: Please refer to Site Plan Application Attachment

Parcel Code: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Description of Project and Proposed Use:**

Please refer to Special Use Permit Narrative, prepared by Wade Trim, Inc. for Wolverine Power Cooperative, dated November 21, 2014.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant:  Date: 11/21/14

\*All information received by this department is subject to the Freedom of information act. Under this act, persons are allowed to request copies of said information. This includes, but not limited to, to copyrighted drawings and blueprints.

The following items are required on all site plans before they can be submitted for review to the various approving entities.

1. The applicant's name, address, and phone number in full.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
2. Proof of property ownership, and whether there are any options on the property, or any liens against it.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
3. A signed statement that the applicant is the owner of the property or officially acting on the owner's behalf.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
4. The name and address of the owner(s) of record if the applicant is not the owner of record (or firm or corporation having a legal or equitable interest in the land), and the signature of the owner(s).  
Yes  No  Na  if "Na" explain \_\_\_\_\_
5. The address and or parcel number of the property.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
6. Name and address of the developer (if different from the applicant).  
Yes  No  Na  if "Na" explain Applicant is the Developer \_\_\_\_\_
7. Name and address of the engineer, architect and/or land surveyor.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
8. Project title.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
9. Project description, including the total number of structures, units, bedrooms, offices, square feet, total and usable floor area, parking spaces, carports or garages, employees by shift, amount of recreation and open space, type of recreation facilities to be provided, and related information as pertinent or otherwise required by the ordinance.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
10. A vicinity map drawn at a scale of 1" = 2000' with north point indicated.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
11. The gross and net acreage of all parcels in the project.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
12. Land uses, zoning classification and existing structures on the subject parcel and adjoining parcels.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
13. Project completion schedule/development phases.  
Yes  No  Na  if "Na" explain \_\_\_\_\_
14. The site plan shall consist of an accurate, reproducible drawing at a scale of 1" = 50 or fewer feet or less for sites of less than 3 acres and 1" = 100 or fewer feet or less if the site is larger than 3 acres. The site plan shall show the site and all land within fifty (50) feet of the site. If multiple sheets are used, each shall be labeled and the preparer identified. All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect and each site plan shall depict the following:  
Yes  No  Na  if "Na" explain \_\_\_\_\_
15. Location of proposed and/or existing property lines, dimensions, legal descriptions, setback lines, monument locations, and shoreland and natural river district, if any.  
Yes  No  Na  if "Na" explain \_\_\_\_\_

16. Existing topographic elevations and proposed grades in sufficient detail to determine direction of drainage flows.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
17. The type of existing soils at proposed storm water detention and retention basins and/or other areas of concern. Boring logs may be required if necessary to determine site suitability.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
18. Location and type of significant existing vegetation.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
19. Location and elevations of existing water courses and water bodies, including county drains and man-made surface drainage ways, flood plains and wetlands within fifty (50) feet of the parcel.  
 Yes  No  Na  if "Na" explain No open water within 50 feet of the project boundaries \_\_\_\_\_
20. Location of existing and proposed buildings and intended uses thereof, as well as the length, width, and height of each building and typical elevation views of proposed structures.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
21. Proposed location of accessory structures, buildings and uses, including all flagpoles, light poles, bulkheads, docks, storage sheds, transformers, air conditioners, generators and similar equipment, and the method of screening where applicable.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
22. Location of existing public roads, rights-of-way and private easements of record and abutting streets. Notation of existing traffic counts and trip generation estimates may be required if deemed appropriate by the Zoning Administrator or Planning Commission.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
23. Location of and dimensions of proposed streets, drives, curb cuts, and access easements, as well as acceleration, deceleration and passing lanes (if any) serving the development. Details of entryway and sign locations shall be separately depicted with an elevation view.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
24. Location, design, and dimensions of existing and/or proposed curbing, barrier free access, carports, parking areas (including indication of all spaces and method of surfacing), and fire lanes.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_
25. Location, size, and characteristics of all loading and unloading areas.  
 Yes  No  Na  if "Na" explain No Loading / Unloading areas are proposed \_\_\_\_\_
26. Location and design of all sidewalks, walkways, bicycle paths and areas for public use.  
 Yes  No  Na  if "Na" explain No areas proposed for public use \_\_\_\_\_
27. Location of water supply lines and/or wells, including fire hydrants and shut off valves, and the location and design of storm sewers, retention or detention ponds, waste water lines, clean-out locations, connection points and treatment systems, including septic systems if applicable.  
 Yes  No  Na  if "Na" explain See Site Plan for items applicable for this project. \_\_\_\_\_
28. Location of all other utilities on the site including natural gas, electric, cable TV, telephone and steam.  
 Yes  No  Na  if "Na" explain No public utilities will be extended to the site other than shown on the Site Plan. \_\_\_\_\_
29. Proposed location, dimensions and details of common open spaces and common facilities such as community buildings or swimming pools if applicable.  
 Yes  No  Na  if "Na" explain No common open spaces or facilities proposed. \_\_\_\_\_
30. Location, size and specifications of all signs and advertising features with elevation views from front and side.  
 Yes  No  Na  if "Na" explain \_\_\_\_\_

31. Exterior lighting locations with area of illumination illustrated as well as the type of fixtures and shielding to be used.

Yes  No  Na  if "Na" explain \_\_\_\_\_

32. Location and specifications for all fences, walls, and other screening features with elevation views from front and side.

Yes  No  Na  if "Na" explain \_\_\_\_\_

33. Location and specifications for all proposed perimeter and internal landscaping and other buffering features. For each new landscape material the proposed size at the time of planting must be indicated. All vegetation to be retained on the site must also be indicated, as well as its typical size by general location or range of sizes as appropriate.

Yes  No  Na  if "Na" explain \_\_\_\_\_

34. Location, size and specifications for screening of all trash receptacles and other solid waste disposal facilities.

Yes  No  Na  if "Na" explain \_\_\_\_\_

35. Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials, or hazardous materials as well as any containment structures or clear zones required by government authorities.

Yes  No  Na  if "Na" explain \_\_\_\_\_

36. Identification of any significant site amenities or unique natural features.

Yes  No  Na  if "Na" explain The site has no significant site amenities or unique natural features.

37. Identification of any significant views onto or from the site to or from adjoining areas.

Yes  No  Na  if "Na" explain There are no significant views onto or from the site.

38. North arrow, scale and date of original submittal and last revision.

Yes  No  Na  if "Na" explain \_\_\_\_\_

39. Seal of the registered engineer, architect, landscape architect, surveyor, or planner who prepared the site plan.

Yes  No  Na  if "Na" explain \_\_\_\_\_

40. Paid appropriate fees to Otsego County.

Yes  No  Na  if "Na" explain \_\_\_\_\_

**\*\*Attention\*\***

All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect. In the immediate area of the seal there shall also be the following statement, signed by the professional sealing the plans.

I do hereby certify that these plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information, the design of this project is in compliance with the Otsego County Zoning Ordinance dated: August 13, 2013

Or

I do hereby certify that those plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information; the design of this project is in compliance with the Otsego County Zoning Ordinance dated \_\_\_\_\_, except for the following items:  
(List known variations from the ordinance)





## Site Plan Application Attachment

Project Title: Alpine Power Plant

Applicant: Wolverine Power Cooperative, Inc.  
10125 W. Watergate Road  
P.O. Box 229  
Cadillac, MI 49601  
Brain Warner  
231.775.5700

Proof of Ownership: Refer to attached Real Estate Option Agreements.

Liens: Refer to attached Schedule A from Title Commitments.

Signed statement that the applicant is the owner or acting on Owner's behalf: Refer to attached Real Estate Option Agreements.

Name and Addresses of Owner's, and parcel numbers (no street addresses have been assigned):

Tax ID: 060-020-300-005-01  
Owner: Peter & Zarin Dobrzelewski  
3474 N. Sherman Road  
Ludington, MI 49431

Tax ID: 060-020-400-010-00  
Owner: Robert & Joni Metiva  
14532 Club Circle Dr., SE  
Grayling, MI 49738

Tax ID: 060-020-300-010-00  
Owner: Dobrzelewski Self-Trusted Living Revocable Trust  
3474 N. Sherman Road  
Ludington, MI 49431

Tax ID: 060-020-400-005-02  
Owner: Richard J & Diane L Lange  
6624 Whitting Drive  
Troy, MI 48098

Name and address of Developer: Same as Applicant

Name and Address of Engineer – Surveyor: Wade Trim, Inc.  
271 West McCoy Road  
Gaylord, MI 49735

**Project Description:**

Construction of two gas powered turbines for electrical generation on approximately 168 acres. Accessory uses include control building, internal circulation roads, gas metering area, gas conditioning area, water storage tank and fire suppression system, electrical equipment and switchyard. Total site disturbance will be approximately 22.50 acres for the construction phase. At project completion, a total of approximately 9.0 acres will be improved.

**Vicinity Map:**



Gross and net acreage of parcels: 168 acres

Land uses, zoning classification, and existing structures on the subject and adjoining parcels: Subject parcel is vacant, zoned B3 with no existing structures. Adjacent parcels are zoned AR and B2, some have houses and used for residential purposes. Other AR zoned parcels are vacant and wooded. Refer to Sheet C-0.1 in the Site Plan submittal set.

Project Schedule: Constructed as a single phase and completed in 2015

#### d. Property Ownership & Description

Tax ID: 060-020-300-005-01  
Owner: Peter & Zarin Dobrzelewski  
3474 N. Sherman Road  
Ludington, MI 49431  
Description: E $\frac{1}{2}$  of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 20, T31N-R4W

Tax ID: 060-020-400-010-00  
Owner: Robert & Joni Metiva  
14532 Club Circle Dr., SE  
Grayling, MI 49738  
Description: NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 20, T31N-R4W

Tax ID: 060-020-300-010-01  
Owner: Dobrzelewski Living Revocable Trust  
3474 N. Sherman Road  
Ludington, MI 49431  
Description: S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 20, T31N-R4W

Tax ID: 060-020-400-005-02  
Owner: Richard J & Diane L Lange  
6624 Whitting Drive  
Troy, MI 48098  
Description: A parcel of land in Section 20, T31W-R4W, described as the West 437 feet of the south 797 feet of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said section.

e. Real Estate Option Agreements

## Parcel 1

## Real Estate Option Agreement

This Real Estate Option Agreement (the "Agreement") is executed by and between Peter A. Dobrzelewski and Zarin S. Dobrzelewski, husband and wife, whose address is 3474 North Sherman Road, Ludington, MI 49431 ("Seller") and V3 Energy Group, Inc., a Michigan corporation, whose address is 5030 Village Lane Court, Traverse City, MI 49685 ("Buyer"), on the terms and conditions set forth below. Seller and Buyer are also referred to herein individually as a "Party", and collectively as the "Parties".

1. **Grant of the Option.** In consideration of [REDACTED] Dollars (\$ [REDACTED] .00) (the "Option Money") paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option (the "Option") to purchase the real property described on the attached Exhibit A, incorporated herein by reference, with all easements, rights, and appurtenances (the "Premises"). The Option shall remain in effect for [REDACTED] months from the Effective Date of this Agreement, as defined below, and shall expire at 5:00 p.m. local time (the "Option Term"). The Option Term may be extended for an additional [REDACTED] months at Buyer's sole discretion upon written notice from Buyer to Seller, sent via certified mail, and received by Seller prior to the expiration of the first Option Term. The compensation amount shall be the same as the first Option Term specified above for the Option Money and included with the notice from Buyer to extend the Option Term.

2. **Purchase Price.** For the Option Term(s) the purchase price for the Premises under this Option is [REDACTED] Dollars (\$ [REDACTED] .00) (the "Purchase Price"). The Purchase Price shall be paid in full at the Closing with certified funds by ACH, wire transfer, or certified check, at Buyer's option.

3. **Exercise of the Option and Notice to Exercise.** Buyer may exercise the Option by giving written Notice to Exercise to Seller at Seller's address stated above. The Notice to Exercise must be sent by certified mail and received by Seller before the Option Term expires. The Notice to Exercise shall set forth the time and date of Closing, which shall be not less than ten (10) days, or more than sixty (60) days subsequent to the date of the Notice to Exercise ("Notice to Exercise"). Notice to Exercise sent by facsimile or electronic mail is not effective unless it is accepted in writing by the Seller and the date and time of the Notice to Exercise shall be the date and time of the Seller's written acceptance. If this Option is properly exercised, this Agreement shall be the purchase and sale agreement of the Parties.

3.1 **Exercise of the Option Contingency.** Buyer may not exercise the Option to purchase the Premises without concurrently exercising an option to purchase real property as set forth in the Real Estate Option Agreement, dated [REDACTED] 2014, between the Dobrzelewski Self-Trusteed Living Revocable Trust (Seller) and V3 Energy Group, Inc. (Buyer), which is attached as Exhibit B and incorporated herein by reference.

4. **Failure to Exercise the Option.** If Buyer fails to exercise the Option prior to the expiration of Option Term, all rights herein provided shall terminate without further action by either Party and the Option Money together with any improvements to the Premises shall be the Seller's and Buyer agrees to execute a written termination of Option if requested by the Seller.

**5. Seller's Representations and Warranties.** The Seller represents and warrants to the Buyer that the following are true and correct on the date of the Agreement and will continue to be true and correct on each day until and including the day of Closing as though made on and as of each such day:

- (a) Seller has all necessary power and authority to enter into and perform this Agreement;
- (b) Seller has taken all necessary action to approve, sign, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;
- (c) That to Seller's knowledge, Seller has good title to the Premises subject to no lease, mortgage, pledge, lien, charge or encumbrance, except for existing above and below ground utility facilities, or except as disclosed in writing on or before the date the Seller signs this Agreement;
- (d) That no improvements, excavations, physical changes, or storage of hazardous substances or vehicles on the Premises have been made or allowed and that no such matters will be made or allowed on the Premises other than those made with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed; and
- (e) Except as to these representations, there are no warranties express or implied or any other representations.

**6. Inspections, Testing and Permitting.** Buyer may visit the Premises to make inspections of the site and take soil borings on prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer.

Buyer, at its sole expense and during the Option Term and before Closing, may, at its discretion, order a Phase I Environmental Site Assessment ("Phase I ESA") for the Premises within seven (7) days of Notice to Exercise by a qualified professional environmental consultant selected by Buyer. As part of the Phase I ESA, the consultant shall conduct any and all investigations and research customarily performed in the professional environmental consulting business as part of a Phase I ESA including, without limitation, an on-site examination of the Premises. Buyer shall provide Seller with a copy of the report regarding the results of the Phase I ESA. If the Phase I ESA discloses a matter that materially and adversely affects the value of the Premises or Buyer's intended use of the Premises, Buyer may either order a Phase II Environmental Site Assessment ("Phase II ESA") (with Seller's prior written permission) or terminate this Agreement within thirty (30) days of Notice to Exercise as set forth in Section 3 and receive a full refund of the Option Payment.

The environmental consultant and its agents and subcontractors selected to perform the Phase I/Phase II ESA shall have the right and authority to enter the Premises for the purpose of performing their activities at any reasonable time subsequent to the execution of this Agreement upon notice to the Seller and after receiving written permission from Seller. The Seller shall fully cooperate by

providing the consultant with access to the Premises. Buyer agrees to indemnify and hold the Seller free and harmless from any cost, expense, damage, liability, or claim arising out of or in connection with the exercise by Buyer of the rights conferred by this paragraph or access to Premises by Buyer or its environmental consultant and its agents prior to Closing, except that Buyer shall not indemnify or hold the Seller harmless from the cost, expense, damage, liability, or claim resulting from the sole negligence or willful acts or omissions of the Seller.

Buyer may, without any further approval, seek necessary permits and applications to improve the Premises after the Closing.

**7. The Closing and Preparations for the Closing.** If Buyer exercises the Option, the following obligations shall be performed before or at the Closing:

(a) **Warranty Deed.** The Premises shall be transferred to Buyer at Closing by Warranty Deed, subject only to the encumbrances set forth in the title commitment that are satisfactory to Buyer.

(b) **Closing.** The Closing shall be at the office of (to be determined), or at an alternate location agreed upon by the Parties, at a time and date set forth in the Notice to Exercise provided for in Section 3 hereof, or such other place and time as is mutually agreeable to the Parties (the "Closing"). Possession shall be given as of the date of Closing unless otherwise agreed. Closing shall be not sooner than ten (10) days and not later than sixty (60) days after the date of the Notice to Exercise. At the Closing, the Parties shall sign and deliver all documentation that is necessary or convenient for the Closing of the purchase and sale of the Premises, including an owner's affidavit and a closing statement. The Parties shall each pay one-half of any closing or escrow fee of the title company who will issue Buyer's title insurance policy.

(c) **Title Insurance.** At Buyer's expense, Buyer shall order an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price, effective as of the date of Closing, showing that Seller has good and marketable title to the Premises subject to easements and restrictions of record. A commitment to issue such policy insuring marketable title vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Exercise of the Option, and shall be delivered as soon as feasible thereafter. A matter disclosed on the title commitment that is in the form of a lien that is liquidated in amount that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller elects to discharge such lien(s) at Closing.

(d) **Survey.** Buyer, at its expense, shall order an ALTA survey with iron stakes and with all easements of record, improvements, and encroachments (if any), within seven (7) calendar days after the Exercise of the Option.

(e) **Property Taxes.** Seller shall pay all real property taxes that are billed prior to the date of Closing. Buyer shall pay all real property taxes that are billed after the date of Closing. Current-year city, township and county taxes, if any, shall be prorated to the date of Closing of the sale on a calendar-year basis as if paid in arrears. Property taxes shall be estimated using the most recent tax

bills on the Premises. There shall be no adjustment of the property tax proration subsequent to Closing if the information proves inaccurate.

(f) **Special Assessments.** Seller shall pay the full amount of all special assessment installments on the Premises that are due and payable at or before the date of Closing. Buyer shall pay all special assessments and all unpaid installments which, for any reason, first become due and payable subsequent to the date of Closing, without regard to when the lien of the special assessment attached.

(g) **Transfer Taxes and Recording Fees.** Seller shall pay the real estate transfer taxes and Buyer shall pay the recording fees for the Warranty Deed.

8. **Binding Effect and Disclosure.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs and assigns. Buyer fully discloses, and Seller acknowledges, that Buyer will attempt to make the highest profit possible from splitting, parceling or reselling of the Premises, assigning the Agreement to a third party, or any other possible way to profit from this transaction.

9. **Construction and Venue.** This Agreement being executed and delivered in the State of Michigan shall be construed in accordance with the laws of the State of Michigan both as to interpretation and performance. Any disputes under this Agreement shall be brought in the State of Michigan.

10. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both Parties.

11. **Exhibits.** The following exhibits are attached to and made a part of this Agreement:  
Exhibit A - Legal Description of Premises  
Exhibit B - Real Estate Option Agreement

12. **Time of the Essence.** Time is of the essence in this Agreement. All Parties must meet their obligations under this Agreement strictly within the required time frames.

13. **Effective Date.** This effective date and the date of this Agreement shall be the date the last Party signs ("Effective Date").

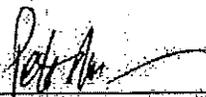
14. **Default.** If after exercising this Option either Party defaults under the terms and conditions hereof, the non-defaulting Party may have specific performance of the other Party's obligations hereunder, as well as any rights or remedies available at law or in equity, including, but not limited to damages.

By signing this Agreement, the Parties acknowledge that they have read this document, they know its contents, and they are voluntarily signing it.

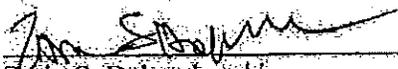
*[signatures on following page]*

WHEREFORE, the Parties have executed this Agreement effective as of the date last inscribed below.

**SELLER**

  
\_\_\_\_\_  
Peter A. Dobrzelewski

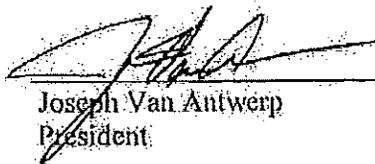
Dated:  , 2014

  
\_\_\_\_\_  
Zarin S. Dobrzelewski

Dated:  , 2014

**BUYER**

V3 Energy Group, Inc.

  
\_\_\_\_\_  
Joseph Van Antwerp  
President

Dated:  , 2014

**Exhibits**

- A - Legal Description of the Premises
- B - Real Estate Option Agreement

**EXHIBIT A - LEGAL DESCRIPTION OF PREMISES**

The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , being 40 acres more or less, of Section 20, T31N-R4W, Elmira Township, Otsego County Michigan, and having Parcel ID No. 060-020-300-005-01.

All dimensions listed in the above descriptions of the Premises are approximate. The actual legal description and exact acreage of the Premises will be determined upon completion of a survey by a licensed surveyor as described in Section 7d herein.

## Parcel 1

### ASSIGNMENT OF REAL ESTATE OPTION AGREEMENT

This Assignment of Real Estate Option Agreement ("Assignment") is made and entered into this 1<sup>st</sup> day of [REDACTED] 2014, in consideration of One Dollar (\$ 1.00), and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, V3 ENERGY GROUP, INC., a Michigan corporation ("Assignor"), hereby assigns, transfers and conveys to WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan nonprofit corporation ("Assignee"), all of Assignor's right, title and interest in and to that certain Real Estate Option Agreement, dated [REDACTED] 2014, between Peter A. and Zarin S. Dobrzelewski (husband and wife), as the Seller and V3 Energy Group, Inc., as the Buyer (the "Option Agreement").

The Option Agreement pertains to the option for the purchase of certain real property, more particularly described as follows:

The Northeast ¼ of the Southwest ¼, being 40 acres more or less, of Section 20, T31N-R4W, Elmira Township, Osago County Michigan, and having Parcel ID No. 060-020-300-005-01.

Assignee hereby assumes and agrees to perform all duties and obligations of Assignor as contained in the said Option Agreement, agrees that it is bound thereby, and adopts as its own all representations and warranties of Assignor as set forth therein. The foregoing assignment includes an assignment to Assignee of all right, title and interest of Assignor in all earnest money now on deposit with any escrow agent in connection with the Option Agreement. Assignee agrees to reimburse Assignor within two (2) business days any earnest money paid to Seller or an escrow agent pursuant to the Option Agreement, if applicable, by certified funds by ACH, wire transfer, or certified check, at Assignor's option. Seller and any escrow agent holding deposit monies may rely upon this Assignment as intended beneficiaries.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Real Estate Option Agreement as of the day and year first above written.

*[Signature Page Follows]*

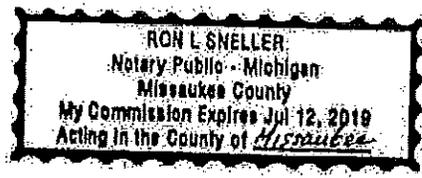
ASSIGNOR  
V3 ENERGY GROUP, INC.,  
a Michigan corporation

By: [Signature]  
Name: Joseph Van Antwerp  
Title: President

STATE OF MICHIGAN )  
 )  
COUNTY OF MISSAUKEE ) ss:

This Assignment of Real Estate Option Agreement was acknowledged before me this 1<sup>st</sup> day of [redacted], 2014, by Joseph Van Antwerp, as President of V3 Energy Group, Inc., a Michigan corporation.

[Signature]  
Ron L. Sneller, Notary Public  
Acting in Missaukee County,  
My Commission Expires 7/12/2019



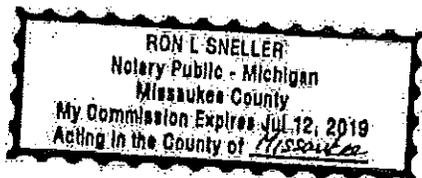
ASSIGNEE  
WOLVERINE POWER SUPPLY COOPERATIVE, INC.,  
a Michigan non-profit corporation

By: [Signature]  
Name: Eric D. Baker  
Title: President & CEO

STATE OF MICHIGAN )  
 )  
COUNTY OF MISSAUKEE ) ss:

This Assignment of Real Estate Option Agreement was acknowledged before me this 1<sup>st</sup> day of [redacted], 2014, by Eric D. Baker as President & CEO of Wolverine Power Supply Cooperative, Inc., a Michigan nonprofit corporation.

[Signature]  
Ron L. Sneller, Notary Public  
Acting in Missaukee County,  
My Commission Expires 7/12/2019



Prepared by and Return to:  
Brian E. Valice, Esq. (P43735)  
Staff Attorney  
Wolverine Power Supply Cooperative, Inc.  
10125 W. Watergate Road, P.O. Box 229  
Cadillac, MI 49601-0229  
(231) 775-5700

## Parcel 2

## Real Estate Option Agreement

This Real Estate Option Agreement (the "Agreement") is executed by and between Robert and Joni Metiva, husband and wife, whose address is 14532 Club Circle Drive SE, Grayling, MI 49738 ("Seller") and V3 Energy Group, Inc., a Michigan corporation, whose address is 5030 Village Lane Court, Traverse City, MI 49685 ("Buyer"), on the terms and conditions set forth below. Seller and Buyer are also referred to herein individually as a "Party", and collectively as the "Parties".

1. **Grant of the Option.** In consideration of [REDACTED] Dollars (\$ [REDACTED].00) (the "Option Money") paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option (the "Option") to purchase the real property described on the attached Exhibit A, incorporated herein by reference, with all easements, rights, and appurtenances (the "Premises"). The Option shall remain in effect for twelve (12) months from the Effective Date of this Agreement, as defined below, and shall expire at 5:00 p.m. local time (the "Option Term").

2. **Purchase Price.** For the Option Term(s) the purchase price for the Premises under this Option is [REDACTED] Dollars (\$ [REDACTED].00) (the "Purchase Price"). The Purchase Price shall be paid in full at the Closing with certified funds by ACH, wire transfer, or certified check, at Buyer's option.

3. **Exercise of the Option and Notice to Exercise.** Buyer may exercise the Option by giving written Notice to Exercise to Seller at Seller's address stated above. The Notice to Exercise must be sent by certified mail and received by Seller before the Option Term expires. The Notice to Exercise shall set forth the time and date of Closing, which shall be not less than ten (10) days, or more than sixty (60) days subsequent to the date of the Notice to Exercise ("Notice to Exercise"). Notice to Exercise sent by facsimile or electronic mail is not effective unless it is accepted in writing by the Seller and the date and time of the Notice to Exercise shall be the date and time of the Seller's written acceptance. If this Option is properly exercised, this Agreement shall be the purchase and sale agreement of the Parties.

4. **Failure to Exercise the Option.** If Buyer fails to exercise the Option prior to the expiration of Option Term, all rights herein provided shall terminate without further action by either Party and the Option Money together with any improvements to the Premises shall be the Seller's and Buyer agrees to execute a written termination of Option if requested by the Seller.

5. **Seller's Representations and Warranties.** The Seller represents and warrants to the Buyer that the following are true and correct on the date of the Agreement and will continue to be true and correct on each day until and including the day of Closing as though made on and as of each such day:

- (a) Seller has all necessary power and authority to enter into and perform this Agreement;
- (b) Seller has taken all necessary action to approve, sign, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(c) That to Seller's knowledge, Seller has good title to the Premises subject to no lease, mortgage, pledge, lien, charge or encumbrance, except for existing above and below ground utility facilities, or except as disclosed in writing on or before the date the Seller signs this Agreement;

(d) That no improvements, excavations, physical changes, or storage of hazardous substances or vehicles on the Premises have been made or allowed and that no such matters will be made or allowed on the Premises other than those made with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed; and

(e) Except as to these representations, there are no warranties express or implied or any other representations.

**6. Inspections, Testing and Permitting.** Buyer may visit the Premises to make inspections of the site and take soil borings on prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer.

Buyer, at its sole expense and during the Option Term and before Closing, may, at its discretion, order a Phase I Environmental Site Assessment ("Phase I ESA") for the Premises within seven (7) days of Notice to Exercise by a qualified professional environmental consultant selected by Buyer. As part of the Phase I ESA, the consultant shall conduct any and all investigations and research customarily performed in the professional environmental consulting business as part of a Phase I ESA including, without limitation, an on-site examination of the Premises. Buyer shall provide Seller with a copy of the report regarding the results of the Phase I ESA. If the Phase I ESA discloses a matter that materially and adversely affects the value of the Premises or Buyer's intended use of the Premises, Buyer may either order a Phase II Environmental Site Assessment ("Phase II ESA") (with Seller's prior written permission) or terminate this Agreement within thirty (30) days of Notice to Exercise as set forth in Section 3 and receive a full refund of the Option Payment.

The environmental consultant and its agents and subcontractors selected to perform the Phase I/Phase II ESA shall have the right and authority to enter the Premises for the purpose of performing their activities at any reasonable time subsequent to the execution of this Agreement upon notice to the Seller and after receiving written permission from Seller. The Seller shall fully cooperate by providing the consultant with access to the Premises. Buyer agrees to indemnify and hold the Seller free and harmless from any cost, expense, damage, liability, or claim arising out of or in connection with the exercise by Buyer of the rights conferred by this paragraph or access to Premises by Buyer or its environmental consultant and its agents prior to Closing, except that Buyer shall not indemnify or hold the Seller harmless from the cost, expense, damage, liability, or claim resulting from the sole negligence or willful acts or omissions of the Seller.

Buyer may, without any further approval, seek necessary permits and applications to improve the Premises after the Closing.

7. The Closing and Preparations for the Closing. If Buyer exercises the Option, the following obligations shall be performed before or at the Closing:

(a) Warranty Deed. The Premises shall be transferred to Buyer at Closing by Warranty Deed, subject only to the encumbrances set forth in the title commitment that are satisfactory to Buyer.

(b) Closing. The Closing shall be at the office of (to be determined), or at an alternate location agreed upon by the Parties, at a time and date set forth in the Notice to Exercise provided for in Section 3 hereof, or such other place and time as is mutually agreeable to the Parties (the "Closing"). Possession shall be given as of the date of Closing unless otherwise agreed. Closing shall be not sooner than ten (10) days and not later than sixty (60) days after the date of the Notice to Exercise. At the Closing, the Parties shall sign and deliver all documentation that is necessary or convenient for the Closing of the purchase and sale of the Premises, including an owner's affidavit and a closing statement. The Parties shall each pay one-half of any closing or escrow fee of the title company who will issue Buyer's title insurance policy.

(c) Title Insurance. At Buyer's expense, Buyer shall order an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price, effective as of the date of Closing, showing that Seller has good and marketable title to the Premises subject to easements and restrictions of record. A commitment to issue such policy insuring marketable title vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Exercise of the Option, and shall be delivered as soon as feasible thereafter. A matter disclosed on the title commitment that is in the form of a lien that is liquidated in amount that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller elects to discharge such lien(s) at Closing.

(d) Survey. Buyer, at its expense, shall order an ALTA survey with iron stakes and with all easements of record, improvements, and encroachments (if any), within seven (7) calendar days after the Exercise of the Option.

(e) Property Taxes. Seller shall pay all real property taxes that are billed prior to the date of Closing. Buyer shall pay all real property taxes that are billed after the date of Closing. Current-year city, township and county taxes, if any, shall be prorated to the date of Closing of the sale on a calendar-year basis as if paid in arrears. Property taxes shall be estimated using the most recent tax bills on the Premises. There shall be no adjustment of the property tax proration subsequent to Closing if the information proves inaccurate.

(f) Special Assessments. Seller shall pay the full amount of all special assessment installments on the Premises that are due and payable at or before the date of Closing. Buyer shall pay all special assessments and all unpaid installments which, for any reason, first become due and payable subsequent to the date of Closing, without regard to when the lien of the special assessment attached.

(g) **Transfer Taxes and Recording Fees.** Seller shall pay the real estate transfer taxes and Buyer shall pay the recording fees for the Warranty Deed.

8. **Binding Effect and Disclosure.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs and assigns. Buyer fully discloses, and Seller acknowledges, that Buyer will attempt to make the highest profit possible from splitting, parceling or reselling of the Premises, assigning the Agreement to a third party, or any other possible way to profit from this transaction.

9. **Construction and Venue.** This Agreement being executed and delivered in the State of Michigan shall be construed in accordance with the laws of the State of Michigan both as to interpretation and performance. Any disputes under this Agreement shall be brought in the State of Michigan.

10. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both Parties.

11. **Exhibits.** The following "Exhibit A - Legal Description of Premises" is attached to and made a part of this Agreement.

12. **Time of the Essence.** Time is of the essence in this Agreement. All Parties must meet their obligations under this Agreement strictly within the required time frames.

13. **Effective Date.** This effective date and the date of this Agreement shall be the date the last Party signs ("Effective Date").

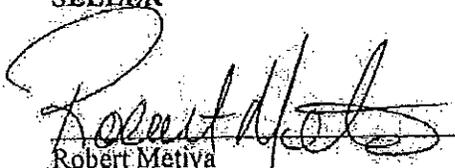
14. **Default.** If after exercising this Option either Party defaults under the terms and conditions hereof, the non-defaulting Party may have specific performance of the other Party's obligations hereunder, as well as any rights or remedies available at law or in equity, including, but not limited to damages.

By signing this Agreement, the Parties acknowledge that they have read this document, they know its contents, and they are voluntarily signing it.

*[signatures on following page]*

WHEREFORE, the Parties have executed this Agreement effective as of the date last inscribed below.

**SELLER**

  
Robert Metiva

Dated: [REDACTED], 2014

  
Joni Metiva

Dated: [REDACTED], 2014

**BUYER**

V3 Energy Group, Inc.

  
Joseph Van Antwerp  
President

Dated: [REDACTED], 2014

**Exhibits**

A - Legal Description of the Premises

**EXHIBIT A - LEGAL DESCRIPTION OF PREMISES**

The Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , being 40 acres more or less, of Section 20, T31N-R4W, Elmira Township, Otsego County Michigan, and having Parcel ID No. 060-020-400-010-00.

All dimensions listed in the above descriptions of the Premises are approximate. The actual legal description and exact acreage of the Premises will be determined upon completion of a survey by a licensed surveyor as described in Section 7d herein.

## Parcel 2

### ASSIGNMENT OF REAL ESTATE OPTION AGREEMENT

This Assignment of Real Estate Option Agreement ("Assignment") is made and entered into this 1<sup>st</sup> day of [REDACTED] 2014, in consideration of One Dollar (\$ 1.00), and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, V3 ENERGY GROUP, INC., a Michigan corporation ("Assignor"), hereby assigns, transfers and conveys to WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan nonprofit corporation ("Assignee"), all of Assignor's right, title and interest in and to that certain Real Estate Option Agreement, dated [REDACTED] 2014, between Robert and Joni Meliva (husband and wife), as the Seller and V3 Energy Group, Inc., as the Buyer (the "Option Agreement").

The Option Agreement pertains to the option for the purchase of certain real property, more particularly described as follows:

The Northwest ¼ of the Southeast ¼, being 40 acres more or less, of Section 20, T31N-R4W, Elmira Township, Oshtemo County Michigan, and having Parcel ID No. 060-020-400-010-00.

Assignee hereby assumes and agrees to perform all duties and obligations of Assignor as contained in the said Option Agreement, agrees that it is bound thereby, and adopts as its own all representations and warranties of Assignor as set forth therein. The foregoing assignment includes an assignment to Assignee of all right, title and interest of Assignor in all earnest money now on deposit with any escrow agent in connection with the Option Agreement. Assignee agrees to reimburse Assignor within two (2) business days any earnest money paid to Seller or an escrow agent pursuant to the Option Agreement, if applicable, by certified funds by ACH, wire transfer, or certified check, at Assignor's option. Seller and any escrow agent holding deposit monies may rely upon this Assignment as intended beneficiaries.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Real Estate Option Agreement as of the day and year first above written.

*[Signature Page Follows]*

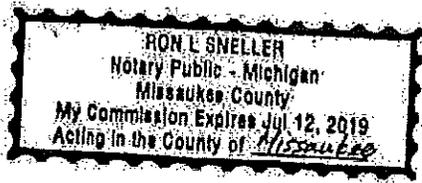
**ASSIGNOR**  
**V3 ENERGY GROUP, INC.,**  
a Michigan corporation.

By: [Signature]  
Name: Joseph Van Antwerp  
Title: President

STATE OF MICHIGAN            )  
  ) ss:  
COUNTY OF MISSAUKEE    )

This Assignment of Real Estate Option Agreement was acknowledged before me this 1<sup>st</sup> day of [redacted] 2014, by Joseph Van Antwerp, as President of V3 Energy Group, Inc., a Michigan corporation.

[Signature]  
Ron L. Sneller, Notary Public  
Acting in Missaukee County,  
My Commission Expires 7/12/2019



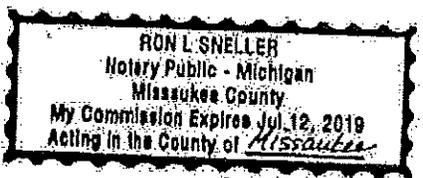
**ASSIGNEE**  
**WOLVERINE POWER SUPPLY COOPERATIVE, INC.,**  
a Michigan non-profit corporation

By: [Signature]  
Name: Eric D. Baker  
Title: President & CEO

STATE OF MICHIGAN            )  
  ) ss:  
COUNTY OF MISSAUKEE    )

This Assignment of Real Estate Option Agreement was acknowledged before me this 1<sup>st</sup> day of [redacted] 2014, by Eric D. Baker as President & CEO of Wolverine Power Supply Cooperative, Inc., a Michigan nonprofit corporation.

[Signature]  
Ron L. Sneller, Notary Public  
Acting in Missaukee County,  
My Commission Expires 7/12/2019



Prepared by and Return to:  
Brian E. Valice, Esq. (P43735)  
Staff Attorney  
Wolverine Power Supply Cooperative, Inc.  
10125 W. Watergate Road, P.O. Box 229  
Cadillac, MI 49601-0229  
(231) 775-5700

## Parcel 3

## Real Estate Option Agreement

This Real Estate Option Agreement (the "Agreement") is executed by and between Richard J. and Diane L. Lange, (husband and wife) whose address is 6624 Whiting Drive, Troy, MI 48098 ("Seller"), and V3 Energy Group, Inc., (a Michigan corporation), whose address is 5030 Village Lane Court, Traverse City, MI 49685 ("Buyer"), on the terms and conditions set forth below. Seller and Buyer are also referred to herein individually as a "Party", and collectively as the "Parties".

1. **Grant of the Option.** In consideration of [REDACTED] Dollars (\$ [REDACTED]) (the "Option Money") paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option (the "Option") to purchase the real property described on the attached Exhibits A and B, incorporated herein by reference, with all easements, rights, and appurtenances (the "Premises"). The Option shall remain in effect for [REDACTED] months from the Effective Date of this Agreement, as defined below, and shall expire at 5:00 p.m. local time (the "Option Term").

2. **Purchase Price.** For the Option Term(s) the purchase price for the Premises under this Option is [REDACTED] Dollars (\$ [REDACTED]) (the "Purchase Price"). The Purchase Price shall be paid in full at the Closing with certified funds by ACH, wire transfer, or certified check, at Buyer's option.

3. **Exercise of the Option and Notice to Exercise.** Buyer may exercise the Option by giving written Notice to Exercise to Seller at Seller's address stated above. The Notice to Exercise must be sent by certified mail and received by Seller before the Option Term expires. The Notice to Exercise shall set forth the time and date of Closing, which shall be not less than ten (10) days, or more than sixty (60) days subsequent to the date of the Notice of Exercise ("Notice of Exercise"). Faxed or emailed Notice to Exercise is not effective unless it is accepted in writing by the Seller and the date and time of the Notice to Exercise shall be the date and time of the Seller's written acceptance. If this Option is properly exercised, this Agreement shall be the purchase and sale agreement of the Parties.

4. **Failure to Exercise the Option.** If Buyer fails to exercise the Option prior to the expiration of Option Term, all rights herein provided shall terminate without further action by either Party and the Option Money, together with any improvements to the Premises, shall be the Seller's. Buyer agrees to execute a written termination of Option, if requested by the Seller, upon failure to exercise the Option.

5. **Seller's Representations and Warranties.** The Seller represents and warrants to the Buyer that the following are true and correct on the date of the Agreement and will continue to be true and correct on each day until and including the day of Closing as though made on and as of each such day:

- (a) Seller has all necessary power and authority to enter into and perform this Agreement;

- (b) Seller has taken all necessary action to approve, sign, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;
- (c) That to Seller's knowledge, Seller has good title to the Premises subject to no lease, mortgage, pledge, lien, charge or encumbrance, except for existing above and below ground utility facilities, or except as disclosed in writing on or before the date the Seller signs this Agreement;
- (d) That no improvements, excavations, physical changes, or storage of hazardous substances or vehicles on the Premises have been made or allowed and that no such matters will be made or allowed on the Premises other than those made with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed; and
- (e) Except as to these representations, there are no warranties express or implied or any other representations.

**6. Inspections, Testing and Permitting.** Buyer may visit the Premises to make inspections of the site with prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer.

Buyer may, at its discretion and sole expense during the Option Term and before Closing, order a Phase I Environmental Site Assessment ("Phase I ESA") for the Premises in accordance with ASTM Method 1527-05 by a qualified professional environmental consultant selected by Buyer. As part of the Phase I ESA, the consultant shall conduct any and all investigations and research customarily performed in the professional environmental consulting business as part of a Phase I ESA including, without limitation, an on-site examination of the Premises. Buyer shall provide Seller with a copy of the report regarding the results of the Phase I ESA. If the Phase I ESA discloses a matter that materially and adversely affects the value of the Premises or Buyer's intended use of the Premises, Buyer may either order a Phase II Environmental Site Assessment ("Phase II ESA") (with Seller's prior written permission), which would require obtaining soil and/or ground water samples for testing purposes, or terminate this Agreement.

The environmental consultant and its agents and subcontractors selected to perform the Phase I/II ESA shall have the right and authority to enter the Premises for the purpose of performing their activities at any reasonable time subsequent to the execution of this Agreement upon notice to the Seller and after receiving written permission from Seller. The Seller shall fully cooperate by providing the consultant with access to the Premises. Buyer agrees to indemnify and hold the Seller free and harmless from any cost, expense, damage, liability, or claim arising out of or in connection with the exercise by Buyer of the rights conferred by this paragraph or access to Premises by Buyer or its environmental consultant and its agents prior to Closing, except that Buyer shall not indemnify or hold the Seller harmless from the cost, expense, damage, liability, or claim resulting from the sole negligence or willful acts or omissions of the Seller.

Buyer may, without any further approval, seek necessary permits and applications to improve the Premises after the Closing.

7. The Closing and Preparations for the Closing. If Buyer exercises the Option, the following obligations shall be performed before or at the Closing:

- (a) Warranty Deed. The Premises shall be transferred to Buyer at Closing by Warranty Deed, subject only to the encumbrances set forth in the title commitment that are satisfactory to Buyer.
- (b) Closing. The Closing shall be at the office of (to be determined), in \_\_\_\_\_, Michigan, at a time and date set forth in the Notice to Exercise provided for in Section 3 hereof, or such other place and time as is mutually agreeable to the Parties (the "Closing"). Possession shall be given as of the date of Closing unless otherwise agreed. Closing shall be not sooner than ten (10) days and not later than sixty (60) days after the date of the Notice to Exercise. At the Closing, the Parties shall sign and deliver all documentation that is necessary or convenient for the Closing of the purchase and sale of the Premises, including an owner's affidavit and a closing statement. The Parties shall each pay one-half of any closing or escrow fee of the title company who will issue Buyer's title insurance policy.
- (c) Title Insurance. At Buyer's expense, Buyer shall order an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price, effective as of the date of Closing, showing that Seller has good and marketable title to the Premises subject to easements and restrictions of record. A commitment to issue such policy insuring marketable title vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Exercise of the Option, and shall be delivered as soon as feasible thereafter. A matter disclosed on the title commitment that is in the form of a lien that is liquidated in amount that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller elects to discharge such lien(s) at Closing.
- (d) Survey. Buyer, at its expense, shall order an ALTA survey with iron stakes and with all easements of record, improvements, and encroachments (if any), within seven (7) calendar days after the Notice to Exercise.
- (e) Property Taxes. Seller shall pay all real property taxes that are billed prior to the date of Closing. Buyer shall pay all real property taxes that are billed after the date of Closing. Current-year city, township and county taxes, if any, shall be prorated to the date of Closing of the sale on a calendar-year basis as if paid in arrears. Property taxes shall be estimated using the most recent tax bills on the Premises. There shall be no adjustment of the property tax proration subsequent to Closing if the information proves inaccurate.

- (f) **Special Assessments.** Seller shall pay the full amount of all special assessment installments on the Premises that are due and payable at or before the date of Closing. Buyer shall pay all special assessments and all unpaid installments which, for any reason, first become due and payable subsequent to the date of Closing, without regard to when the lien of the special assessment attached.
- (g) **Transfer Taxes and Recording Fees.** Seller shall pay the real estate transfer taxes and Buyer shall pay the recording fees for the Warranty Deed.

8. **Binding Effect and Disclosure.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs and assigns. Buyer fully discloses, and Seller acknowledges, that Buyer will attempt to make the highest profit possible from splitting, parceling or reselling of the Premises, assigning the Agreement to a third party, or any other possible way to profit from this transaction.

9. **Brokers.** Seller and Buyer represent to each other that neither of them, nor representatives of either of them, has incurred any liability for any broker's, finder's, or similar fees in connection with this Agreement and the transactions contemplated by this Agreement. Seller fully discloses that both signatories are licensed Michigan Real Estate Salespersons and no commission will be received.

10. **Construction and Venue.** This Agreement being executed and delivered in the State of Michigan shall be construed in accordance with the laws of the State of Michigan both as to interpretation and performance. Any disputes under this Agreement shall be brought in the State of Michigan.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both Parties.

12. **Exhibits.** The following exhibit is attached to and a part of this Agreement:

- Exhibit A - Legal Description of the Premises
- Exhibit B - Location Map of Premises

13. **Time of the Essence.** Time is of the essence in this Agreement. All Parties must meet their obligations under this Agreement strictly within the required time frames.

14. **Effective Date.** This effective date and the date of this Agreement shall be the date the last Party signs ("Effective Date").

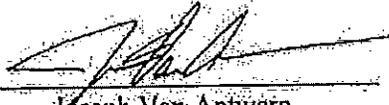
15. **Default.** If after exercising this Option either Party defaults under the terms and conditions hereof, the non-defaulting Party may have specific performance of the other Party's obligations hereunder, as well as any rights or remedies available at law or in equity, including, but not limited to damages.

By signing this Agreement, the Parties acknowledge that they have read this document, they know its contents, and they are voluntarily signing it.

WHEREFORE, the Parties have executed this Agreement effective as of the date last inscribed below.

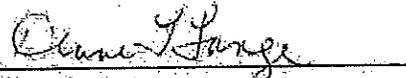
**BUYER**

V3 Energy Group, Inc.

  
By: Joseph Van Antwerp  
Its: President  
Dated: ██████-14

**SELLER**

  
Richard J. Lange  
Dated: ██████-14

  
Diane L. Lange  
Dated: ██████-14

**Exhibits**

- A - Legal Description of Premises
- B - Location Map of Premises

**EXHIBIT A - LEGAL DESCRIPTION OF PREMISES**

Part of NE1/4 of the SE1/4 of Section 20, T31N, R4W, Elmira Township, Otsego County, Michigan, and more particularly described as:

commencing at the East 1/4 corner, then S00°14'01"West 527.77 feet along the East Section Line, then N88°13'25"West 874.14 feet to the Point of Beginning, then S00°14'01"West 797.65 feet, then N88°13'25"West 437.08 feet, along the S1/8 Line, then N00°16'23"East 797.63 feet, along the E1/8 Line, then S88°13'25"E 436.53 feet to the Point of Beginning, amounting to eight (8) acres more or less.

All dimensions listed in the above descriptions of the Premises are approximate. The actual legal description and exact acreage of the Premises will be determined upon completion of a survey by a licensed surveyor as described in Section 7d herein.

## Parcel 3

### ASSIGNMENT OF REAL ESTATE OPTION AGREEMENT

This Assignment of Real Estate Option Agreement ("Assignment") is made and entered into this 1<sup>st</sup> day of [REDACTED] 2014, in consideration of One Dollar (\$ 1.00), and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, V3 ENERGY GROUP, INC., a Michigan corporation ("Assignor"), hereby assigns, transfers and conveys to WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan nonprofit corporation ("Assignee"), all of Assignor's right, title and interest in and to that certain Real Estate Option Agreement, dated [REDACTED], 2014, between Richard J. and Diane L. Lange (husband and wife), as the Seller and V3 Energy Group, Inc., as the Buyer (the "Option Agreement").

The Option Agreement pertains to the option for the purchase of certain real property, more particularly described as follows:

Part of NE1/4 of the SE1/4 of Section 20, T31N, R4W, Elmira Township, Otsego County, Michigan, having Parcel ID Number 060-020-400-005-02, and further described as commencing at the East 1/4 corner of said Section 20, then S00°14'01" West 527.77 feet along the East Section Line of said Section 20, then N88°13'25" West 874.14 feet to the Point of Beginning, then S00°14'01" West 797.65 feet, then N88°13'25" West 437.08 feet, along the S1/8 Line of said Section 20, then N00°16'23" East 797.63 feet, along the E1/8 Line of said Section 20, then S88°13'25" E 436.53 feet to the Point of Beginning, amounting to eight (8) acres more or less.

Assignee hereby assumes and agrees to perform all duties and obligations of Assignor as contained in the said Option Agreement, agrees that it is bound thereby, and adopts as its own all representations and warranties of Assignor as set forth therein. The foregoing assignment includes an assignment to Assignee of all right, title and interest of Assignor in all earnest money now on deposit with any escrow agent in connection with the Option Agreement. Assignee agrees to reimburse Assignor within two (2) business days any earnest money paid to Seller or an escrow agent pursuant to the Option Agreement, if applicable, by certified funds by ACH, wire transfer, or certified check, at Assignor's option. Seller and any escrow agent holding deposit monies may rely upon this Assignment as intended beneficiaries.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Real Estate Option Agreement as of the day and year first above written.

*[Signature Page Follows]*

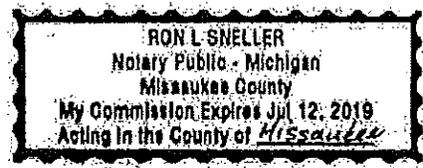
ASSIGNOR  
V3 ENERGY GROUP, INC.,  
a Michigan corporation

By: [Signature]  
Name: Joseph Van Antwerp  
Title: President

STATE OF MICHIGAN            )  
  ) ss:  
COUNTY OF MISSAUKBEE    )

This Assignment of Real Estate Option Agreement was acknowledged before me this 1<sup>st</sup> day of [redacted], 2014, by Joseph Van Antwerp, as President of V3 Energy Group, Inc., a Michigan corporation.

[Signature]  
Ron L Sneller, Notary Public  
Acting in Missaukee County,  
My Commission Expires 7/12/2019



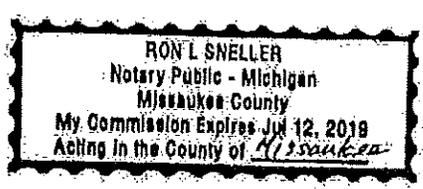
ASSIGNEE  
WOLVERINE POWER SUPPLY COOPERATIVE, INC.,  
a Michigan non-profit corporation

By: [Signature]  
Name: Eric D. Baker  
Title: President & CEO

STATE OF MICHIGAN            )  
  ) ss:  
COUNTY OF MISSAUKBEE    )

This Assignment of Real Estate Option Agreement was acknowledged before me this 1<sup>st</sup> day of [redacted], 2014, by Eric D. Baker as President & CEO of Wolverine Power Supply Cooperative, Inc., a Michigan nonprofit corporation.

[Signature]  
Ron L Sneller, Notary Public  
Acting in Missaukee County,  
My Commission Expires 7/12/2019



Prepared by and Return to:  
Brian E. Valice, Esq. (P43735)  
Staff Attorney  
Wolverine Power Supply Cooperative, Inc.  
10125 W. Watergate Road, P.O. Box 229  
Cadillac, MI 49601-0229  
(231) 775-5700

## Parcel 4

## Real Estate Option Agreement

This Real Estate Option Agreement (the "Agreement") is executed by and between Mitchell Dobrzelewski and Peter Dobrzelewski, successor trustees of Dobrzelewski Self-Trusteed Living Revocable Trust, u/a dated December 7, 1993, whose address is 3474 North Sherman Road, Ludington, MI 49431 ("Seller") and V3 Energy Group, Inc., a Michigan corporation, whose address is 5030 Village Lane Court, Traverse City, MI 49685 ("Buyer"), on the terms and conditions set forth below. Seller and Buyer are also referred to herein individually as a "Party", and collectively as the "Parties".

**1. Grant of the Option.** In consideration of [REDACTED] and 00/100 Dollars (\$ [REDACTED]) (the "Option Money") paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option (the "Option") to purchase the real property described on the attached Exhibit A, incorporated herein by reference, with all easements, rights, and appurtenances (the "Premises"). The Option shall remain in effect for [REDACTED] months from the Effective Date of this Agreement, as defined below, and shall expire at 5:00 p.m. local time (the "Option Term"). The Option Term may be extended for an additional [REDACTED] months at Buyer's sole discretion upon written notice from Buyer to Seller, sent via certified mail, and received by Seller prior to the expiration of the first Option Term. The compensation amount shall be the same as the first Option Term specified above for the Option Money and included with the notice from Buyer to extend the Option Term.

**2. Purchase Price.** For the Option Term(s) the purchase price for the Premises under this Option is [REDACTED] Dollars (\$ [REDACTED].00) (the "Purchase Price"). The Purchase Price shall be paid in full at the Closing with certified funds by ACH, wire transfer, or certified check, at Buyer's option.

**3. Exercise of the Option and Notice to Exercise.** Buyer may exercise the Option by giving written Notice to Exercise to Seller at Seller's address stated above. The Notice to Exercise must be sent by certified mail and received by Seller before the Option Term expires. The Notice to Exercise shall set forth the time and date of Closing, which shall be not less than ten (10) days, or more than sixty (60) days subsequent to the date of the Notice to Exercise ("Notice to Exercise"). Notice to Exercise sent by facsimile or electronic mail is not effective unless it is accepted in writing by the Seller and the date and time of the Notice to Exercise shall be the date and time of the Seller's written acceptance. If this Option is properly exercised, this Agreement shall be the purchase and sale agreement of the Parties.

**4. Failure to Exercise the Option.** If Buyer fails to exercise the Option prior to the expiration of Option Term, all rights herein provided shall terminate without further action by either Party and the Option Money together with any improvements to the Premises shall be the Seller's and Buyer agrees to execute a written termination of Option if requested by the Seller.

**5. Seller's Representations and Warranties.** The Seller represents and warrants to the Buyer that the following are true and correct on the date of the Agreement and will continue to be true and correct on each day until and including the day of Closing as though made on and as of each such day:

- (a) Seller has all necessary power and authority to enter into and perform this Agreement;
- (b) Seller has taken all necessary action to approve, sign, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;
- (c) That to Seller's knowledge, Seller has good title to the Premises subject to no lease, mortgage, pledge, lien, charge or encumbrance, except for existing above and below ground utility facilities, or except as disclosed in writing on or before the date the Seller signs this Agreement;
- (d) That no improvements, excavations, physical changes, or storage of hazardous substances or vehicles on the Premises have been made or allowed and that no such matters will be made or allowed on the Premises other than those made with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed; and
- (e) Except as to these representations, there are no warranties express or implied or any other representations.

**6. Inspections, Testing and Permitting.** Buyer may visit the Premises to make inspections of the site and take soil borings on prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer.

Buyer, at its sole expense and during the Option Term and before Closing, may, at its discretion, order a Phase I Environmental Site Assessment ("Phase I ESA") for the Premises within seven (7) days of Notice to Exercise by a qualified professional environmental consultant selected by Buyer. As part of the Phase I ESA, the consultant shall conduct any and all investigations and research customarily performed in the professional environmental consulting business as part of a Phase I ESA including, without limitation, an on-site examination of the Premises. Buyer shall provide Seller with a copy of the report regarding the results of the Phase I ESA. If the Phase I ESA discloses a matter that materially and adversely affects the value of the Premises or Buyer's intended use of the Premises, Buyer may either order a Phase II Environmental Site Assessment ("Phase II ESA") (with Seller's prior written permission) or terminate this Agreement within thirty (30) days of Notice to Exercise as set forth in Section 3 and receive a full refund of the Option Payment.

The environmental consultant and its agents and subcontractors selected to perform the Phase I/Phase II ESA shall have the right and authority to enter the Premises for the purpose of performing their activities at any reasonable time subsequent to the execution of this Agreement upon notice to the Seller and after receiving written permission from Seller. The Seller shall fully cooperate by providing the consultant with access to the Premises. Buyer agrees to indemnify and hold the Seller free and harmless from any cost, expense, damage, liability, or claim arising out of or in connection with the exercise by Buyer of the rights conferred by this paragraph or access to Premises by Buyer or its environmental consultant and its agents prior to Closing, except that Buyer shall not

indemnify or hold the Seller harmless from the cost, expense, damage, liability, or claim resulting from the sole negligence or willful acts or omissions of the Seller.

Buyer may, without any further approval, seek necessary permits and applications to improve the Premises after the Closing.

**7. The Closing and Preparations for the Closing.** If Buyer exercises the Option, the following obligations shall be performed before or at the Closing:

(a) **Warranty Deed.** The Premises shall be transferred to Buyer at Closing by Warranty Deed, subject only to the encumbrances set forth in the title commitment that are satisfactory to Buyer.

(b) **Closing.** The Closing shall be at the office of (to be determined), or at an alternate location agreed upon by the Parties, at a time and date set forth in the Notice to Exercise provided for in Section 3 hereof, or such other place and time as is mutually agreeable to the Parties (the "Closing"). Possession shall be given as of the date of Closing unless otherwise agreed. Closing shall be not sooner than ten (10) days and not later than sixty (60) days after the date of the Notice to Exercise. At the Closing, the Parties shall sign and deliver all documentation that is necessary or convenient for the Closing of the purchase and sale of the Premises, including an owner's affidavit and a closing statement. The Parties shall each pay one-half of any closing or escrow fee of the title company who will issue Buyer's title insurance policy.

(c) **Title Insurance.** At Buyer's expense, Buyer shall order an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price, effective as of the date of Closing, showing that Seller has good and marketable title to the Premises subject to easements and restrictions of record. A commitment to issue such policy insuring marketable title vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Exercise of the Option, and shall be delivered as soon as feasible thereafter. A matter disclosed on the title commitment that is in the form of a lien that is liquidated in amount that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller elects to discharge such lien(s) at Closing.

(d) **Survey.** Buyer, at its expense, shall order an ALTA survey with iron stakes and with all easements of record, improvements, and encroachments (if any), within seven (7) calendar days after the Exercise of the Option.

(e) **Property Taxes.** Seller shall pay all real property taxes that are billed prior to the date of Closing. Buyer shall pay all real property taxes that are billed after the date of Closing. Current-year city, township and county taxes, if any, shall be prorated to the date of Closing of the sale on a calendar-year basis as if paid in arrears. Property taxes shall be estimated using the most recent tax bills on the Premises. There shall be no adjustment of the property tax proration subsequent to Closing if the information proves inaccurate.

(f) **Special Assessments.** Seller shall pay the full amount of all special assessment installments on the Premises that are due and payable at or before the date of Closing. Buyer shall pay all special assessments and all unpaid installments which, for any reason, first become due and payable subsequent to the date of Closing, without regard to when the lien of the special assessment attached.

(g) **Transfer Taxes and Recording Fees.** Seller shall pay the real estate transfer taxes and Buyer shall pay the recording fees for the Warranty Deed.

8. **Binding Effect and Disclosure.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs and assigns. Buyer fully discloses, and Seller acknowledges, that Buyer will attempt to make the highest profit possible from splitting, parceling or reselling of the Premises, assigning the Agreement to a third party, or any other possible way to profit from this transaction.

9. **Construction and Venue.** This Agreement being executed and delivered in the State of Michigan shall be construed in accordance with the laws of the State of Michigan both as to interpretation and performance. Any disputes under this Agreement shall be brought in the State of Michigan.

10. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both Parties.

11. **Exhibits.** The following "Exhibit A - Legal Description of Premises" is attached to and made a part of this Agreement:

12. **Time of the Essence.** Time is of the essence in this Agreement. All Parties must meet their obligations under this Agreement strictly within the required time frames.

13. **Effective Date.** This effective date and the date of this Agreement shall be the date the last Party signs ("Effective Date").

14. **Default.** If after exercising this Option either Party defaults under the terms and conditions hereof, the non-defaulting Party may have specific performance of the other Party's obligations hereunder, as well as any rights or remedies available at law or in equity, including, but not limited to damages.

By signing this Agreement, the Parties acknowledge that they have read this document, they know its contents, and they are voluntarily signing it.

WHEREFORE, the Parties have executed this Agreement effective as of the date last inscribed below.

**SELLER**

Dobrzelewski Self-Trusteed Living Revocable Trust, u/a dated December 7, 1993

  
\_\_\_\_\_  
Mitchell Dobrzelewski, Trustee

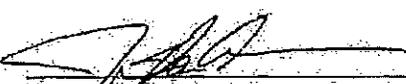
Dated: \_\_\_\_\_, 2014

  
\_\_\_\_\_  
Peter Dobrzelewski, Trustee

Dated: \_\_\_\_\_, 2014

**BUYER**

V3 Energy Group, Inc.

  
\_\_\_\_\_  
Joseph Van Antwerp  
President

Dated: \_\_\_\_\_, 2014

**Exhibits**

A - Legal Description of the Premises

**EXHIBIT A - LEGAL DESCRIPTION OF PREMISES**

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , being 80 acres more or less, of Section 20, T31N-R4W, Elmira Township, Otsego County Michigan, and having Parcel ID No. 060-020-300-010-00.

All dimensions listed in the above descriptions of the Premises are approximate. The actual legal description and exact acreage of the Premises will be determined upon completion of a survey by a licensed surveyor as described in Section 7d herein.

## Parcel 4

### ASSIGNMENT OF REAL ESTATE OPTION AGREEMENT

This Assignment of Real Estate Option Agreement ("Assignment") is made and entered into this 1<sup>st</sup> day of [REDACTED] 2014, in consideration of One Dollar (\$ 1.00), and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, V3 ENERGY GROUP, INC., a Michigan corporation ("Assignor"), hereby assigns, transfers and conveys to WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan nonprofit corporation ("Assignee"), all of Assignor's right, title and interest in and to that certain Real Estate Option Agreement, dated [REDACTED], 2014, between the Dobrzelewski Self-Trusteed Living Revocable Trust, u/a dated December 7, 1993, as the Seller and V3 Energy Group, Inc., as the Buyer (the "Option Agreement").

The Option Agreement pertains to the option for the purchase of certain real property, more particularly described as follows:

The South 1/2 of the Southwest 1/4, being 80 acres more or less, of Section 20, T31N-R4W, Elmira Township, Otsego County Michigan, and having Parcel ID No. 060-020-300-010-00.

Assignee hereby assumes and agrees to perform all duties and obligations of Assignor as contained in the said Option Agreement, agrees that it is bound thereby, and adopts as its own all representations and warranties of Assignor as set forth therein. The foregoing assignment includes an assignment to Assignee of all right, title and interest of Assignor in all earnest money now on deposit with any escrow agent in connection with the Option Agreement. Assignee agrees to reimburse Assignor within two (2) business days any earnest money paid to Seller or an escrow agent pursuant to the Option Agreement, if applicable, by certified funds by ACH, wire transfer, or certified check, at Assignor's option. Seller and any escrow agent holding deposit monies may rely upon this Assignment as intended beneficiaries.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Real Estate Option Agreement as of the day and year first above written.

*[Signature Page Follows]*



f. Title Commitments – Schedule B



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-176717

**COMMITMENT**

**SCHEDULE A**

1. Effective date: **March 27, 2014 8:00AM**
2. Policy or Policies to be issued: Amount  
(a) Owner's Policy (6-17-06) **\$TBD**  
Proposed Insured:  
**TBD**  
(b) Lender's Policy (6-17-06)  
Proposed Insured:
3. The estate or interest in the land described or referred to the Commitment and covered herein is **FEE SIMPLE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**Robert Metiva and Joni Metiva, husband and wife**
5. The land referred to in this Commitment is situated in the **Township of Elmira of the County of Otsego, State of Michigan**, and is described as follows:  
  
**SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION**

Countersigned:  
Corporate Settlement Solutions

By: Wendy Welch Cole  
*Authorized Officer or Agent*



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-176717

**COMMITMENT**

**SCHEDULE A**  
*(continued)*

Northwest 1/4 of Southeast 1/4 of Section 20, Town 31 North, Range 4 West.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-176717**

**SCHEDULE B  
SECTION I**

**Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
5. Provide evidence of payment of all special assessments due hereunder.
6. Provide evidence of payment of all taxes due.
7. In order to issue the subject policy, the following item is required: Owner's Affidavit.
8. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the total liability of the Company on account of the commitment shall not exceed said amount.

**FOR INFORMATIONAL PURPOSES ONLY.** This informational commitment is not an abstract or an opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and may not be relied upon to establish the condition of title or ownership of encumbrances on the title when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-176717

**SCHEDULE B**  
**SECTION II**

**Exceptions**

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Encroachments, overlaps, boundary line disputes, variations, violations or adverse circumstances which would be disclosed by an accurate survey and inspection of the premises.
3. Boundary line disputes and overlaps which would be disclosed by an accurate survey or inspection of the premises.
4. Easements or claims of easements, not shown by the public records and existing water, mineral, oil and exploration rights.
5. Rights or claims of parties in possession not shown by the public records and any facts, rights, interests or claims that aren't shown by public records but that could be ascertained by an inspection of the land or inquiry of persons in possession of the land.
6. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
9. Taxes or special assessments which are not shown as existing liens by the public records.
10. Property Identification Number: 69-060-020-400-010-00 . 2013 and prior taxes are paid. 2013 Winter base tax was \$669.56. 2013 Summer base tax was \$746.55. 2013 SEV - \$35,000.00. 2013 Taxable Value - \$35,000.00. 0% Homestead.
11. Any increase in property taxes over the above stated amounts due to the denial of a Homestead Exemption is expressly excepted from the coverage provided herein
12. Reservation of Oil, Gas and Mineral Rights recorded in Liber 1021, Page 792.
13. Reservation of Oil, Gas and Mineral Rights recorded in Liber 1178, Page 457.
14. Terms, covenants and conditions of Release of Right-of-Way recorded December 3, 1927 in RW-428, and rights of others in and to said Right-of-Way.
15. Terms, covenants and conditions of Right of Way Easement recorded January 10, 1952 in K-147, and rights of others in and to said Right of Way Easement.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-176717**

16. Oil and Gas Lease as evidenced in Liber 104, Page 303, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
17. Oil and Gas Lease as evidenced in Liber 125, Page 169, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
18. Oil and Gas Lease as evidenced in Liber 249, Page 54, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
19. Oil and Gas Lease as evidenced in Liber 404, Page 612, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
20. Terms, covenants and conditions of Right-of-Way Grant & Roadway Easement recorded February 24, 1993 in Liber 527, Page 530, and rights of others in and to said Right-of-Way Grant & Roadway Easement.
21. Terms, covenants and conditions of Right-of-Way Grant recorded April 6, 1992 in Liber 502, Page 314, and rights of others in and to said Right-of-Way.

## **PRIVACY POLICY NOTICE**

### **Purpose of this Notice**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Corporate Settlement Solutions.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-186903

**COMMITMENT**

**SCHEDULE A**

1. Effective date: **May 29, 2014 8:00AM**
2. Policy or Policies to be issued: Amount  
(a) Owner's Policy (6-17-06) **\$1,000.00**  
Proposed Insured:  
**t b d- Informational**  
(b) Lender's Policy (6-17-06)  
Proposed Insured:
3. The estate or interest in the land described or referred to the Commitment and covered herein is  
**FEE SIMPLE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**Richard J. Lange and Diane L. Lange, husband and wife**
5. The land referred to in this Commitment is situated in the **Township of Elmira** of the **County of Otsego,**  
**State of Michigan,** and is described as follows:  
  
**SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION**

Countersigned:  
Corporate Settlement Solutions

By: Lynn M. Sutton  
*Authorized Officer or Agent*



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-186903**

**COMMITMENT**

**SCHEDULE A**  
*(continued)*

**PARCEL A:**

A parcel of land on part of the SE 1/4 of Section 20, T31N-R4W, Elmira Township, Otsego County, Michigan, described as: Commencing at the East 1/4 corner of said Section 20; thence South 00°14'01" West 527.77 feet along the East line of said Section 20; thence North 88°13'25" West, 874.14 feet to the Point of Beginning; thence South 00°14'01" West, 797.85 feet; thence North 88°13'25" West, 437.08 feet along the South 1/8 line of said Section 20; thence North 00°16'23" East, 797.63 feet along the East 1/8 line of Section 2; thence South 88°13'25" East, 436.53 feet to the Point of Beginning.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-186903

**SCHEDULE B**  
**SECTION I**

**Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.

**Deed from Richard J. Lange and Diane L. Lange, husband and wife, to t b d , conveying the subject property.**

5. Provide evidence of payment of all special assessments due hereunder.
6. Provide evidence of payment of all taxes due.
7. In order to issue the subject policy, the following item is required: Owner's Affidavit.
8. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
9. This commitment is subject to any further requirements or exceptions which may be necessary after examination of the above-mentioned evidence.

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In the event Corporate Settlement Solutions does not close the mortgage transaction, the recording of the insured Mortgage must be within 30 days of execution of the respective Mortgage, or the following exception will be shown on the final policy: Loss of priority or validity of the insured Mortgage arising out of any Bankruptcy of the Mortgagor

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**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-186903**

**SCHEDULE B**  
**SECTION II**

**Exceptions**

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Encroachments, overlaps, boundary line disputes, variations, violations or adverse circumstances which would be disclosed by an accurate survey and inspection of the premises.
3. Boundary line disputes and overlaps which would be disclosed by an accurate survey or inspection of the premises.
4. Easements or claims of easements, not shown by the public records and existing water, mineral, oil and exploration rights.
5. Rights or claims of parties in possession not shown by the public records and any facts, rights, interests or claims that aren't shown by public records but that could be ascertained by an inspection of the land or inquiry of persons in possession of the land.
6. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
9. Taxes or special assessments which are not shown as existing liens by the public records.
10. Property Identification Number: 69-060-020-400-005-02. 2013 and prior taxes are paid. 2013 Summer base tax was \$137.75. 2013 Winter base tax was \$123.47. 2014 SEV - \$10,700. 2014 Taxable Value - \$6,459. 0% Homestead.
11. Any increase in property taxes over the above stated amounts due to the denial of a Homestead Exemption is expressly excepted from the coverage provided herein
12. Right-of-Way Agreement in favor of Great Lakes Gas-Transmission Company recorded in Liber 116, page 351. Ratification recorded September 11, 1968 in Liber 124, page 447.
13. Right-of-Way Grant in favor of Great Lakes Gas Transmission Company as recorded August 11, 1983 in Liber 331, page 6.
14. Right-of-Way Grant & Roadway Easement in favor of Terra Energy, Ltd. recorded December 22, 1992 in Liber 523, page 156.

\_INFO



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-186903**

15. FOR INFORMATIONAL PURPOSES ONLY. This informational commitment is not an abstract or an opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and may not be relied upon to establish the condition of title or ownership of encumbrances on the title when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

## **PRIVACY POLICY NOTICE**

### **Purpose of this Notice**

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We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-176449**

**COMMITMENT**

**SCHEDULE A**

1. Effective date: **March 27, 2014 8:00AM**
2. Policy or Policies to be issued: Amount  
(a) Owner's Policy (6-17-06) **\$TBD**  
Proposed Insured:  
**TBD**  
(b) Lender's Policy (6-17-06)  
Proposed Insured:
3. The estate or interest in the land described or referred to the Commitment and covered herein is  
**FEE SIMPLE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**The Dobrzelewski Self-Trusteed Living Revocable Trust**
5. The land referred to in this Commitment is situated in the **Township of Elmira** of the **County of Otsego,**  
**State of Michigan**, and is described as follows:  
  
**SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION**

Countersigned:  
Corporate Settlement Solutions

By: Wendy Welch Cole  
*Authorized Officer or Agent*



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-176449

**COMMITMENT**

**SCHEDULE A**  
*(continued)*

The South 1/2 of the SW 1/4 of Section 20, T31N, R4W.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-176449

**SCHEDULE B  
SECTION I**

**Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
5. Provide evidence of payment of all special assessments due hereunder.
6. Provide evidence of payment of all taxes due.
7. In order to issue the subject policy, the following item is required: Owner's Affidavit.
8. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the total liability of the Company on account of the commitment shall not exceed said amount.

FOR INFORMATIONAL PURPOSES ONLY. This informational commitment is not an abstract or an opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and may not be relied upon to establish the condition of title or ownership of encumbrances on the title when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-176449

**SCHEDULE B**  
**SECTION II**

**Exceptions**

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Encroachments, overlaps, boundary line disputes, variations, violations or adverse circumstances which would be disclosed by an accurate survey and inspection of the premises.
3. Boundary line disputes and overlaps which would be disclosed by an accurate survey or inspection of the premises.
4. Easements or claims of easements, not shown by the public records and existing water, mineral, oil and exploration rights.
5. Rights or claims of parties in possession not shown by the public records and any facts, rights, interests or claims that aren't shown by public records but that could be ascertained by an inspection of the land or inquiry of persons in possession of the land.
6. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
9. Taxes or special assessments which are not shown as existing liens by the public records.
10. Property Identification Number: 69-060-020-300-010-00. 2013 and prior taxes are paid. 2013 Winter base tax was \$1,386.98. 2013 Summer base tax was \$1,546.43. 2013 SEV - \$72,500.00. 2013 Taxable Value - \$72,500.00. 0% Homestead.
11. Any increase in property taxes over the above stated amounts due to the denial of a Homestead Exemption is expressly excepted from the coverage provided herein
12. Reservation of Oil, Gas and Mineral Rights recorded in Liber 1021, Page 792.
13. Terms, covenants and conditions of Release of Right-of-Way recorded December 3, 1927 in RW-428, and rights of others in and to said Right-of-Way.
14. Terms, covenants and conditions of Right of Way Easement recorded January 10, 1952 in K-147, and rights of others in and to said Right of Way Easement.
15. Oil and Gas Lease as evidenced in Liber 104, Page 303, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-176449**

16. Oil and Gas Lease as evidenced in Liber 125, Page 169, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
17. Oil and Gas Lease as evidenced in Liber 249, Page 54, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
18. Oil and Gas Lease as evidenced in Liber 404, Page 612, Otsego County Records. Excepting all assignments, ratifications, unitizations, poolings and deeds thereof. (This is being shown for informational purposes only – may have expired under its own terms)
19. Terms, covenants and conditions of Right-of-Way Grant & Roadway Easement recorded February 24, 1993 in Liber 527, Page 530, and rights of others in and to said Right-of-Way Grant & Roadway Easement.
20. Terms, covenants and conditions of Right-of-Way Grant recorded April 6, 1992 in Liber 502, Page 314, and rights of others in and to said Right-of-Way.

## **PRIVACY POLICY NOTICE**

### **Purpose of this Notice**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Corporate Settlement Solutions.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-189621

**COMMITMENT**

**SCHEDULE A**

1. Effective date: **June 20, 2014 8:00AM**
2. Policy or Policies to be issued: Amount  
(a) Owner's Policy (6-17-06) **\$1,000.00**  
Proposed Insured:  
**TBD TBD- Informational**  
(b) Lender's Policy (6-17-06)  
Proposed Insured:
3. The estate or interest in the land described or referred to the Commitment and covered herein is  
**FEE SIMPLE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**Peter Dobrzelewski and Zarin Dobrzelewski, husband and wife**
5. The land referred to in this Commitment is situated in the **Township of Elmira** of the **County of Otsego, State of Michigan**, and is described as follows:  
**The East 1/2 of the North 1/2 of the Southwest 1/4 of Section 20, Town 31 North, Range 4 West.**

Countersigned:  
Corporate Settlement Solutions

By: Lynn M. Sutton  
*Authorized Officer or Agent*



**OLD REPUBLIC**  
National Title Insurance Company

File No.: MI-189621

**SCHEDULE B  
SECTION I**

**Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
5. Provide evidence of payment of all special assessments due hereunder.
6. Provide evidence of payment of all taxes due.
7. In order to issue the subject policy, the following item is required: Owner's Affidavit.
8. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
9. Submit for approval and record proper Certificate of Trust Existence and authority in compliance with Act No. 133 Public Acts of 1991, as may be amended or record the original Trust Agreement, and any amendments thereto.  
NOTE: Certificate of Trust recorded June 21, 2010 in Liber 1231, page 791.
10. This commitment is subject to any further requirements or exceptions which may be necessary after examination of the above-mentioned evidence.

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In the event Corporate Settlement Solutions does not close the mortgage transaction, the recording of the insured Mortgage must be within 30 days of execution of the respective Mortgage, or the following exception will be shown on the final policy: Loss of priority or validity of the insured Mortgage arising out of any Bankruptcy of the Mortgagor

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**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-189621**

**SCHEDULE B**  
**SECTION II**

**Exceptions**

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Encroachments, overlaps, boundary line disputes, variations, violations or adverse circumstances which would be disclosed by an accurate survey and inspection of the premises.
3. Boundary line disputes and overlaps which would be disclosed by an accurate survey or inspection of the premises.
4. Easements or claims of easements, not shown by the public records and existing water, mineral, oil and exploration rights.
5. Rights or claims of parties in possession not shown by the public records and any facts, rights, interests or claims that aren't shown by public records but that could be ascertained by an inspection of the land or inquiry of persons in possession of the land.
6. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
9. Taxes or special assessments which are not shown as existing liens by the public records.
10. Property Identification Number: 69-060-020-300-005-01. 2013 and prior taxes are paid. 2013 Summer base tax was \$212.12. 2013 Winter base tax was \$190.17. 2014 SEV - \$37,500. 2014 Taxable Value - \$9,946. 0% Homestead.
11. Taxes and assessments that become a lien on the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
12. Certificate of Survey recorded June 3, 2010 in Liber 1230, page 791.
13. Right-of-Way Grant & Roadway Easement in favor of Terra Energy, LTD as recorded February 24, 1993 in Liber 527, page 530.
14. Right-of-Way Grant in favor of Terra Energy LTD., a Michigan corporation recorded April 6, 1992 in Liber 502, page 314.
15. Right of Way Easement for Northern Michigan Electric Cooperative, Inc. Transmission Line as recorded January 10, 1952 in Liber K, page 147.



**OLD REPUBLIC**  
National Title Insurance Company

File No.: **MI-189621**

16. Release of Right of Way in favor of the State of Michigan as recorded in Liber D, page 428.
17. **FOR INFORMATIONAL PURPOSES ONLY.** This informational commitment is not an abstract or an opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and may not be relied upon to establish the condition of title or ownership of encumbrances on the title when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

## **PRIVACY POLICY NOTICE**

### **Purpose of this Notice**

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We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## g. Required Project Permits

The following permits are required for the construction of this project:

- Otsego County Land Use Services: zoning permit
- Otsego County Conservation District: soil erosion & sedimentation control
- Otsego County: building permit (accessory buildings)
- MDOT: aerial power line crossing of M-32
- MDOT: driveway connections to M-32
- MDEQ Air Quality Division: air use permit
- MDEQ: industrial stormwater permit
- Health Department of Northwest Michigan: well and septic

h. Agency Correspondence

## Caverson, Jason

---

**From:** John Ernst <je.pe@centurytel.net>  
**Sent:** Thursday, November 20, 2014 4:53 PM  
**To:** Christy, Charles; Caverson, Jason; 'Brian Warner'; 'Joe Hughes'  
**Subject:** District Health Department  
**Attachments:** John G Ernst P E .vcf

Gents,

I discussed the proposed Wolverine Energy project in Elmira with the sanitarian at the District Healt Department of Northwest Michigan. Based on my description of the project we will need to permit the drinking water well and the septic field through his office.

JGE

**John G. Ernst P. E.  
Consulting Engineer**

3939 Webster Road  
Elmira, MI 49730

(231) 340-0006 cell  
(866) 556-4855 fax  
je.pe@centurytel.net

## Caverson, Jason

---

**From:** John Ernst <je.pe@centurytel.net>  
**Sent:** Thursday, November 20, 2014 4:47 PM  
**To:** 'John Ernst'; Christy, Charles; 'Brian Warner'; 'Joe Hughes'; Caverson, Jason  
**Subject:** Discussion w/ Soil Conservation

Gentlemen,

I have discussed the project with Patricia Osburn at the Otsego Soil Conservation District. She stated that Soil Conservation will assist us in developing an alternative landscaping plan that includes both a continuation plan for maintaining the vegetative screening over the long term and a restoration plan that would come into play should the plant be decommissioned at some time in the future.

JGE

**John G. Ernst P. E.  
Consulting Engineer**

3939 Webster Road  
Elmira, MI 49730

(231) 340-0006 cell  
(866) 556-4855 fax  
je.pe@centurytel.net

## Christy, Charles

---

**From:** John Ernst <je.pe@centurytel.net>  
**Sent:** Wednesday, November 19, 2014 3:20 PM  
**To:** Christy, Charles  
**Cc:** 'Brian Warner'; 'Joe Hughes'; Caverson, Jason  
**Subject:** Airport Zoning  
**Attachments:** John G Ernst P E .vcf

Gentlemen,

I just spoke with Mr. Matt Barresi, Airport Manager at the Otsego County Airport in Gaylord.

I had already forwarded him a copy of the letter from the Michigan Department of Transportation's Office of Aeronautics stating that no permit is required under the Michigan Tall Structure Act.

Mr. Barresi stated that he has no objections to the project and does not see any conflicts with Airport Zoning.

JGE

**John G. Ernst P. E.**  
**Consulting Engineer**

3939 Webster Road  
Elmira, MI 49730

(231) 340-0006 cell  
(866) 556-4855 fax  
je.pe@centurytel.net

## Christy, Charles

---

**From:** John Ernst <je.pe@centurytel.net>  
**Sent:** Wednesday, November 19, 2014 11:46 AM  
**To:** 'Joe Hughes'  
**Cc:** Christy, Charles; Caverson, Jason  
**Subject:** FW: Wolverine Power project@Elmira

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**From:** Donald Frankowiak [<mailto:donnyf@charter.net>]  
**Sent:** Monday, November 17, 2014 2:28 PM  
**To:** [je.pe@centurytel.net](mailto:je.pe@centurytel.net)  
**Cc:** Diane Franckowiak  
**Subject:** Wolverine Power project@Elmira

Mr. Ernst,

It has come to my attention that there have been some questions raised concerning the ability of the Elmira-Warner Fire Department to cover the proposed generating facility in Elmira Township. I have been introduced to some of the project managers and at this early stage we have the gentleman's agreement to be only as involved as may be necessary at the moment, as work progresses. Once the facility is up and running I intend to meet with the Wolverine safety people to arrange a tour of the plant to enable us to perform a site pre-plan and be familiarized with what their specific procedures will be for this site.

I am confident that we will certainly be able to provide either fire suppression/support and/or emergency medical first response services, in the unlikely event the need should arise. Any specialized equipment that might be needed is readily available to us by mutual aid agreements with our neighboring departments which pretty well eliminates any prolonged wait for such equipment. This list includes, but is not limited to, aerial platforms/ladder trucks; confined space, trench and high-angle rescue equipment; as well as a Haz-Mat response team.

I hope that this letter addresses the concerns that have come up and I look forward to working with all in the months to come. Should other issues arise that I may answer please let me know.

Sincerely,  
Donny Franckowiak, Fire Chief  
Elmira-Warner Fire & Rescue

## Christy, Charles

---

**From:** Joe Hughes <jhughes@wpsci.com>  
**Sent:** Monday, November 10, 2014 2:04 PM  
**To:** Christy, Charles; Caverson, Jason; John Ernst  
**Cc:** Brian Bejcek; Bill Louer  
**Subject:** FW: MDOT Driveway Details  
**Attachments:** Commercial Driveway.pdf; Admin\_Rules\_booklet\_186108\_7.pdf; PA-02.pdf; Driveway Asphalt Plan - Hughes markup.pdf

I talked with Gabe Phelps (permit tech) at MDOT this morning regarding the driveways and received the attached DOT documents.

We will want the **main plant driveway paved** (asphalt) along with a larger area near the admin/control room bld. See my attached mark up sketch. I am not sure however, if we will need tapers on the driveway apron at M-32 since there are two lanes on the north side/west bound already. I suspect DOT might not require them. Wolverine typically uses 50' radius for our driveway aprons, too.

The **secondary plant driveway and the breaker station driveway** would be 21AA crushed road gravel since the vehicle usage would be very low.

I could meet with Phelps later in the week to review our proposed plans and get their input. He already said he could make formal comments on the plans in time for the Otsego SUP meeting and possibly prior to the SUP submittal.

Joe.

---

**From:** Phelps, Gabe (MDOT) [<mailto:PhelpsG@michigan.gov>]  
**Sent:** Monday, November 10, 2014 8:30 AM  
**To:** Joe Hughes  
**Subject:** MDOT Driveway Details

Hi Joe,

Go ahead and take a look at the attached. If you have any questions feel free to give me a call.

Thanks,

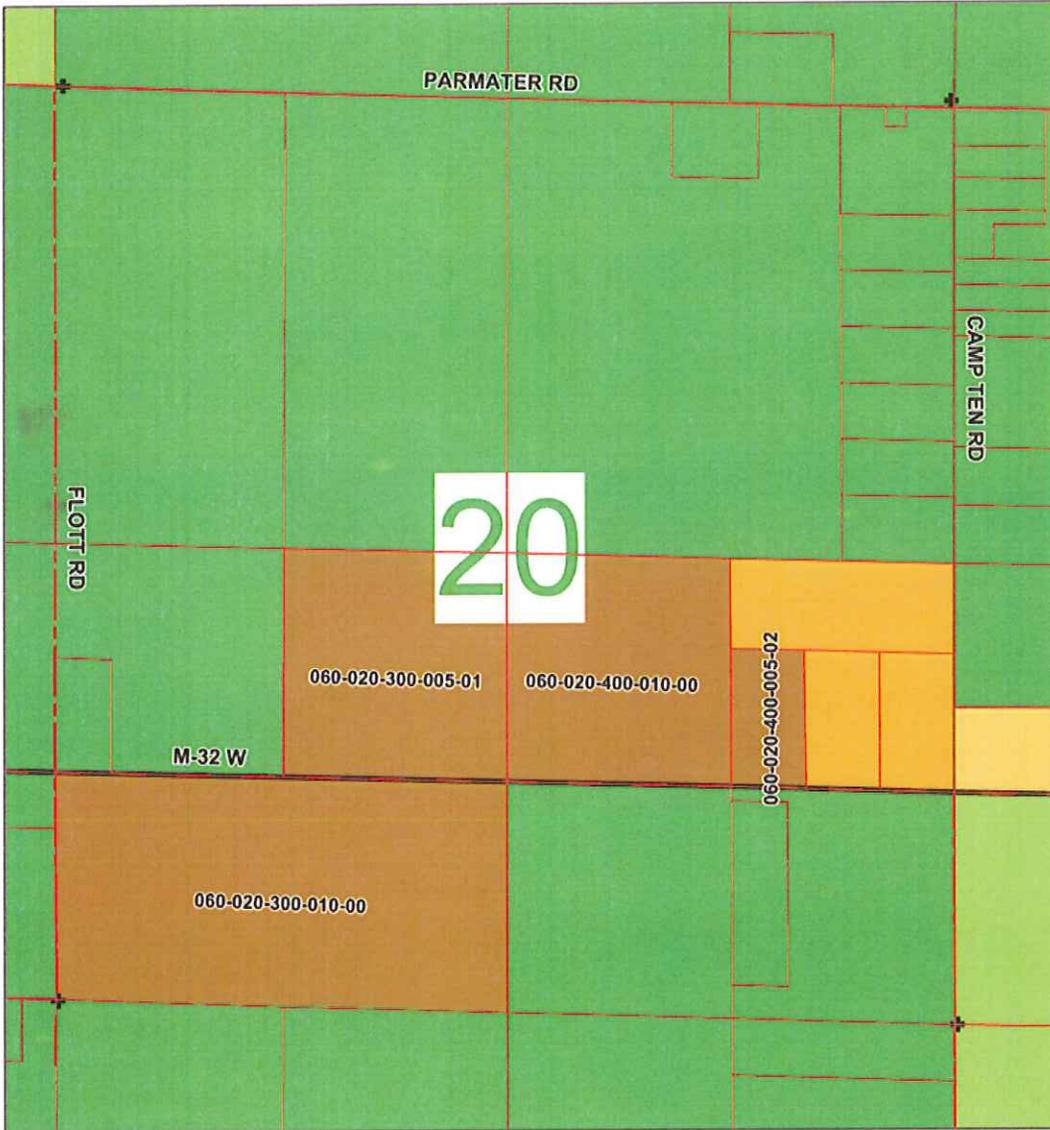
Gabe Phelps, Permit Tech.  
MDOT Gaylord TSC  
1088 M-32 East  
Gaylord, Mi 49738  
Ph: 989.731.5090  
Fax: 989.732.3637  
Cell: 989.217.1040

\*\*\* PROPRIETARY, CONFIDENTIAL OR PRIVILEGED COMMUNICATION \*\*\* This communication may contain proprietary, privileged, confidential or Critical Energy Infrastructure information protected by law. It is solely for the use of the intended recipient named above. Any review, dissemination, distribution,

# OTSEGO COUNTY ZONING MAP

## PSUP14-004-WOLVERINE POWER COOPERATIVE

060-020-300-005-01; 060-020-300-010-00;  
 060-020-400-005-02; 060-020-400-010-00  
 ELMIRA TOWNSHIP



### ZONING LEGEND

- AR/Agricultural Resource
- B-1/Local Business
- B-2/General Business
- B-3/Business, Light Manufacturing
- FR/Forest Recreation
- HX/Highway Interchange
- I/Industrial
- Undefined
- PUD/Planned Unit Development
- R-1/Residential
- R-2/General Residential
- R-3/Residential Estates
- RR/Recreation Residential





AERIAL EXHIBIT

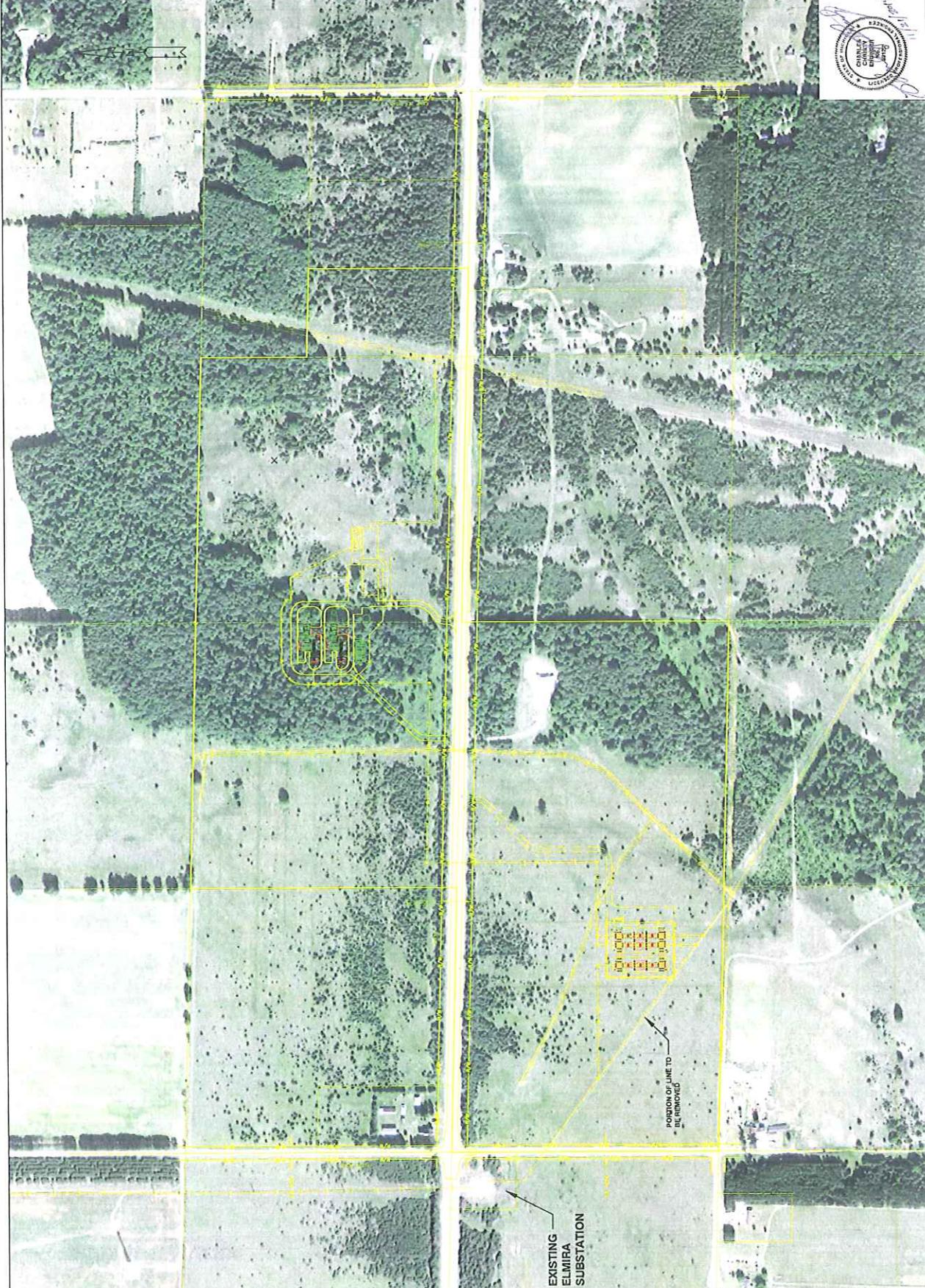
WOLVERINE POWER COOPERATIVE  
ALPINE POWER PLANT  
Elmira Township, Olsego County MI 49730

WADSWORTH

SCALE: AS SHOWN  
DATE: 11/27/2018

REV	DATE	DESCRIPTION

PROJECT NO: 180774  
 DATE: 11/27/2018  
 DRAWN BY: J. WADSWORTH  
 CHECKED BY: J. WADSWORTH  
 SCALE: AS SHOWN  
 SHEET NO: C-0.2









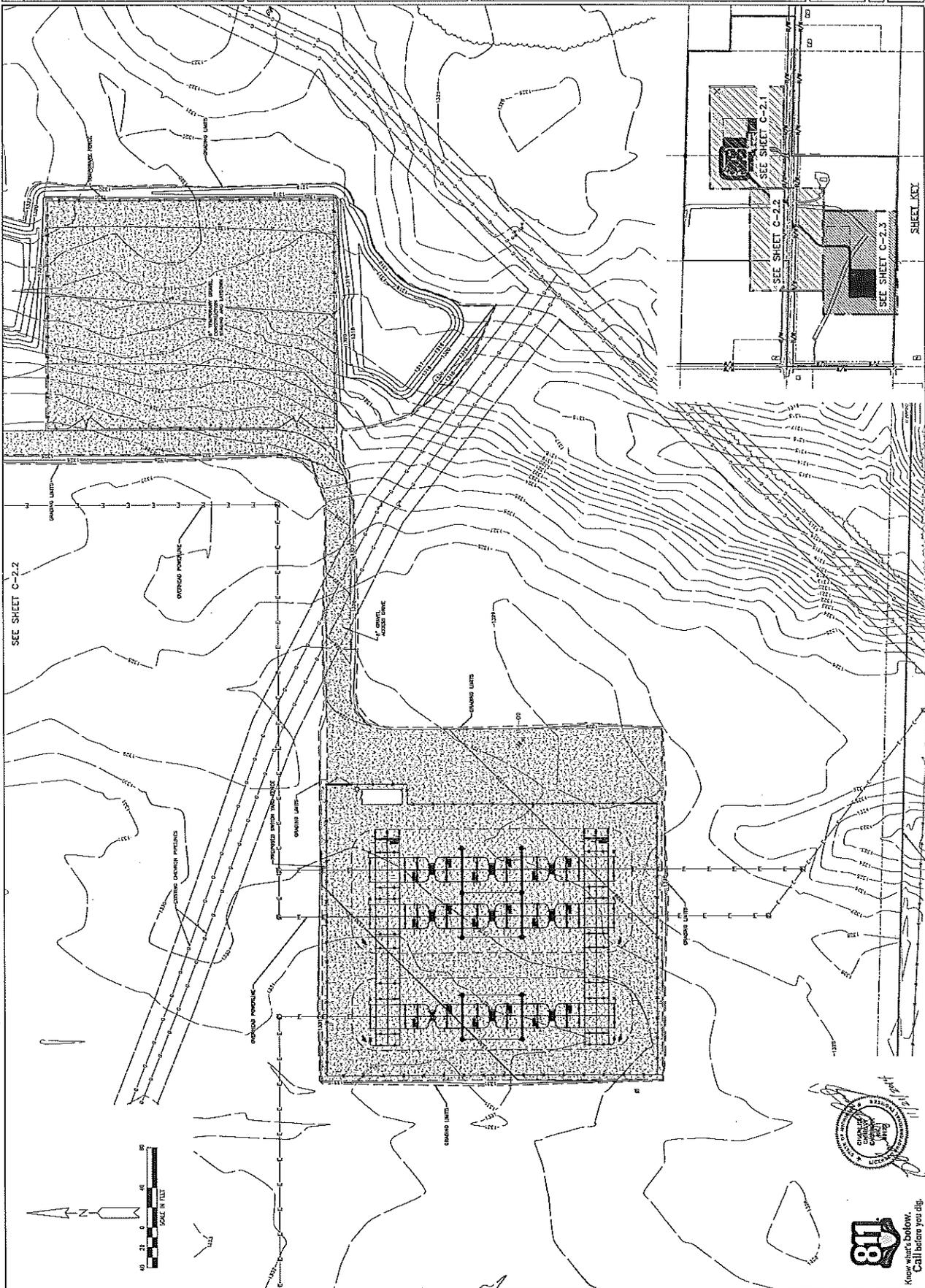




















REV#	DATE	DESCRIPTION

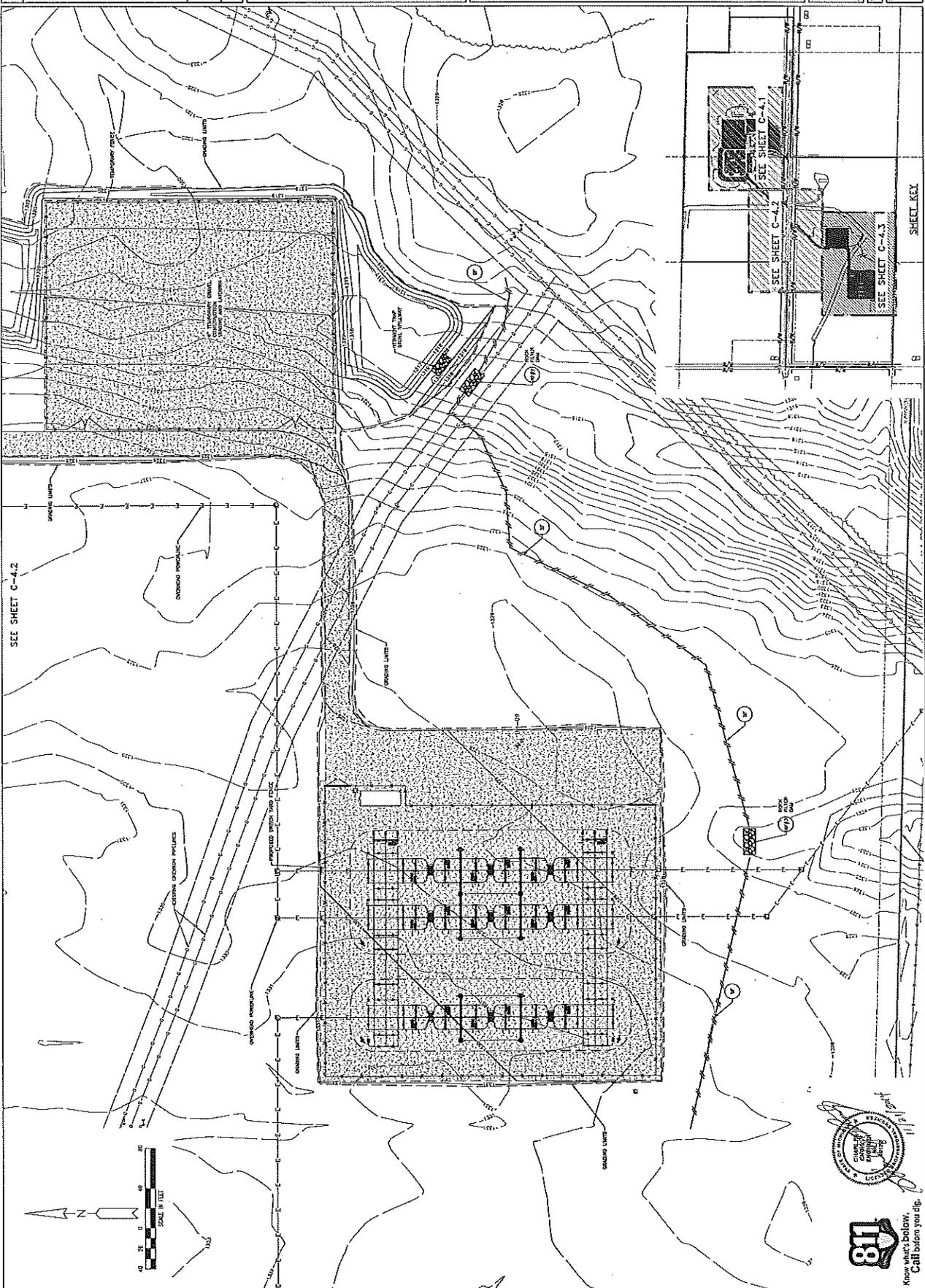
WOLVERINE POWER COOPERATIVE  
 ENGINEERS AND ARCHITECTS  
 1000 W. WALTON ST. S.W.  
 GRAND RAPIDS, MI 49503  
 (616) 953-1111

WADSWORTH  
 1000 W. WALTON ST. S.W.  
 GRAND RAPIDS, MI 49503  
 (616) 953-1111

Elmira Township, Otsego County, Michigan

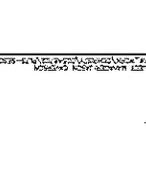
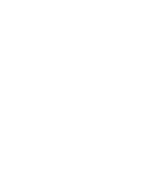
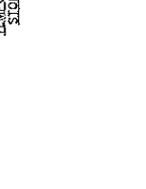
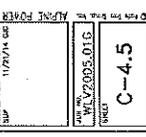
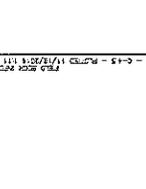
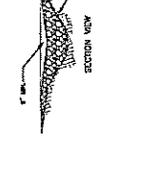
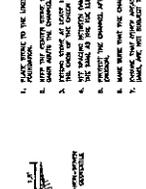
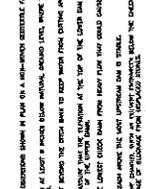
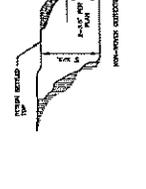
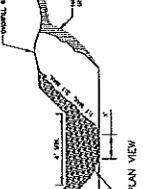
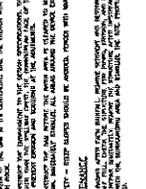
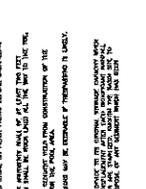
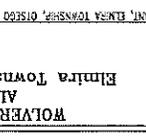
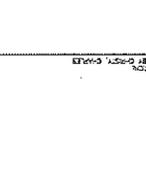
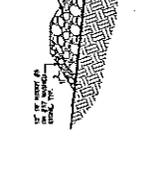
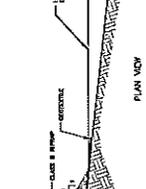
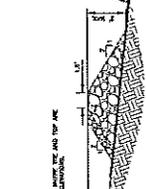
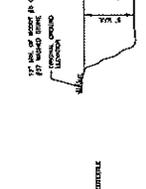
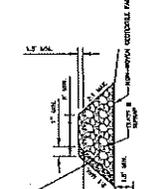
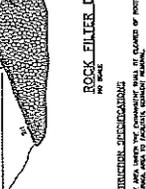
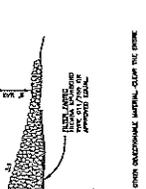
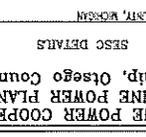
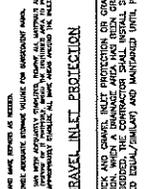
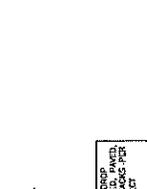
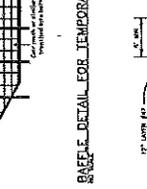
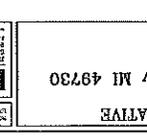
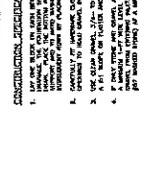
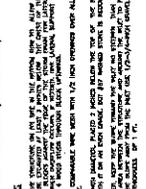
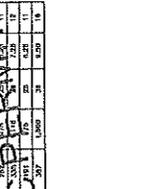
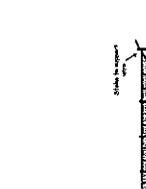
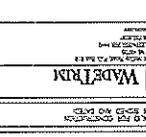
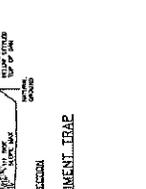
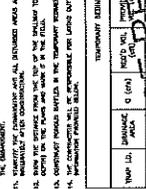
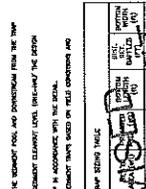
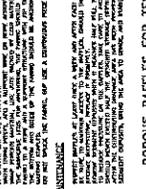
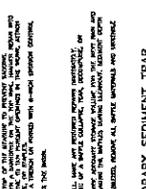
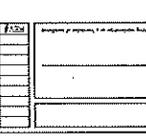
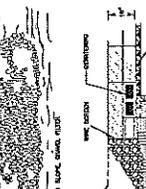
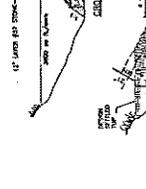
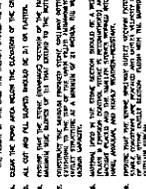
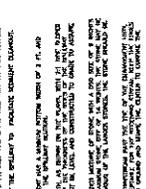
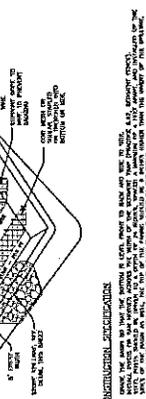
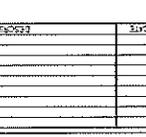
WOLVERINE POWER COOPERATIVE  
 ALPINE POWER PLANT  
 Elmira Township, Otsego County MI 49730  
 SE8C PLAN AREA C

DATE: 11/27/88  
 DRAWN BY: J. J. JAMES  
 SHEET: W-22005-81E  
 C-4.3



Know what's below.  
 Call before you dig.

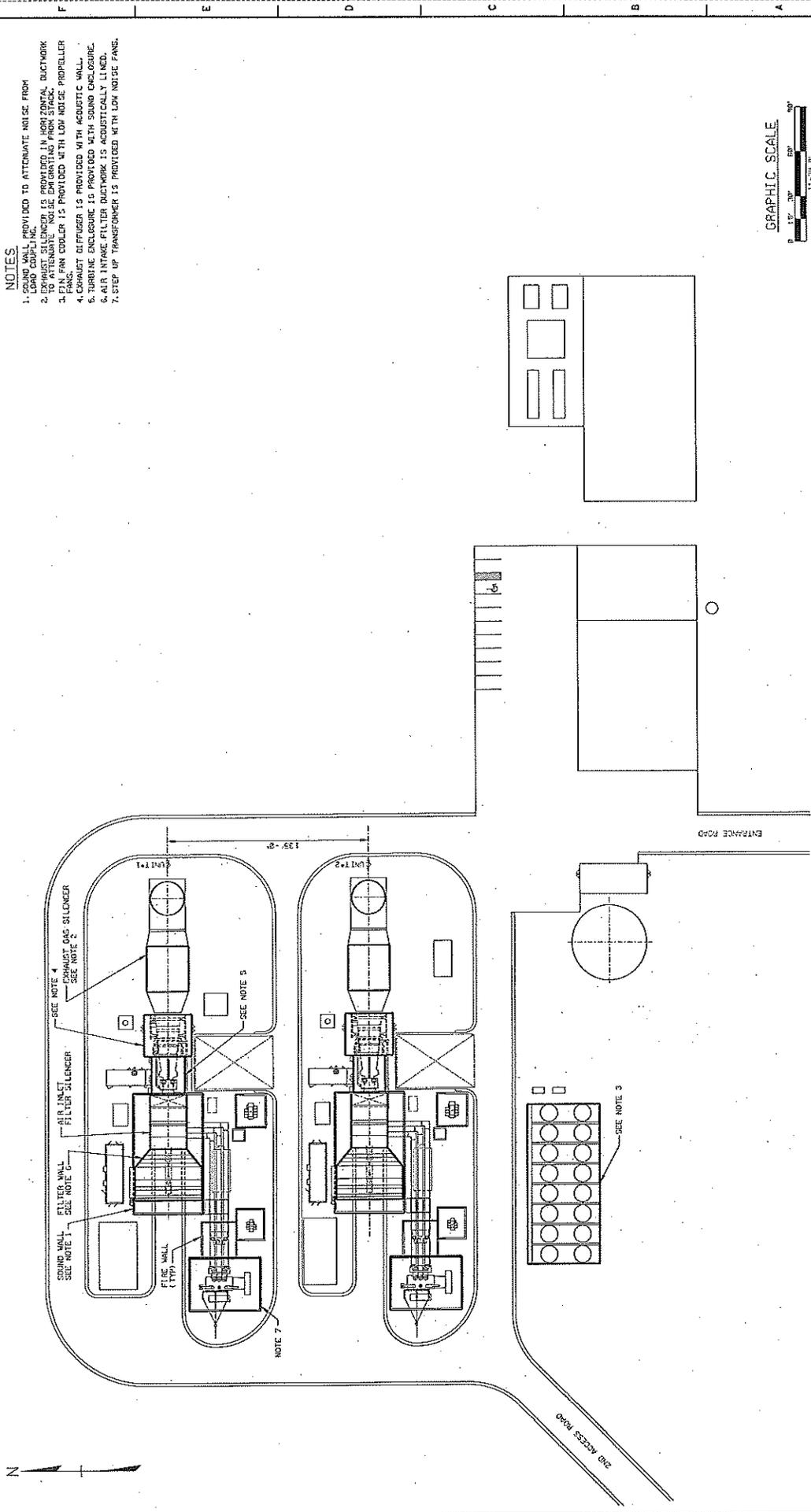












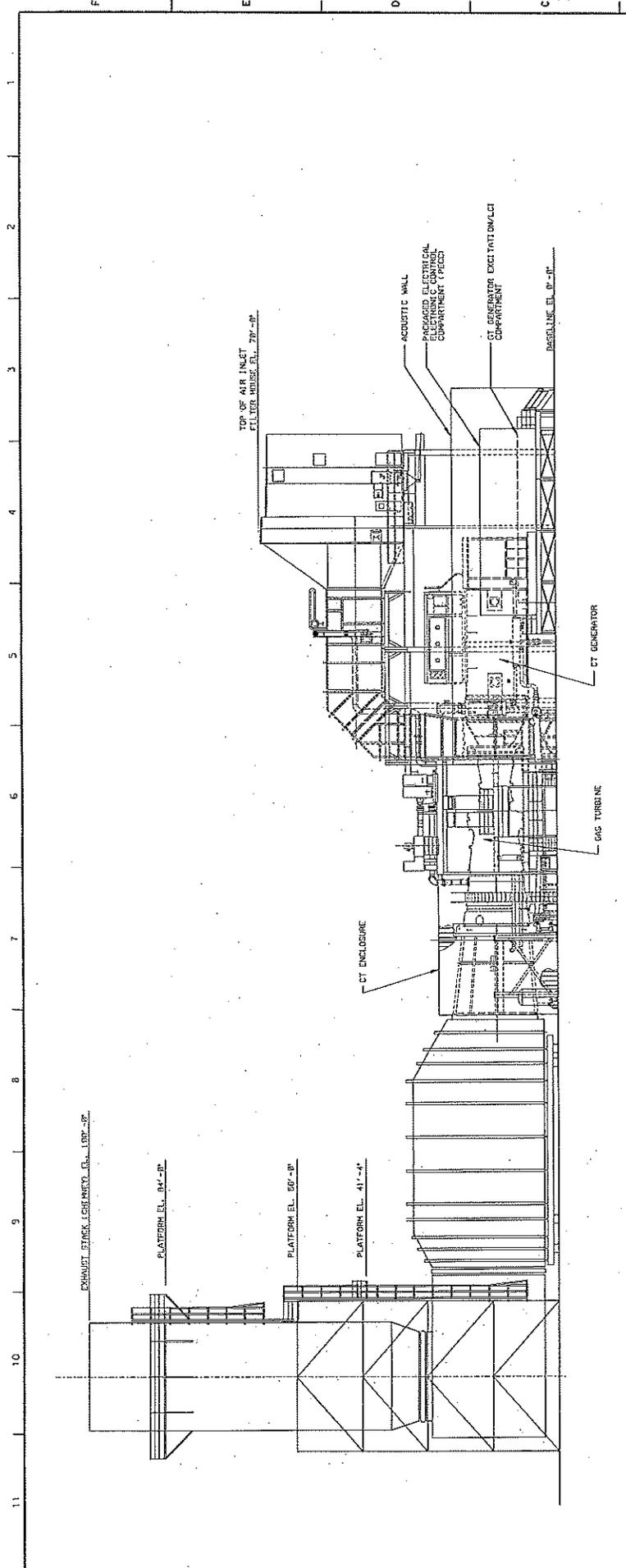
- NOTES**
1. SOUND WALL PROVIDED TO ATTENUATE NOISE FROM LOAD COUPLING.
  2. SOUND WALL IS PROVIDED IN HORIZONTAL DUCTWORK TO ATTENUATE NOISE EMANATING FROM STACK.
  3. FAN COOLER IS PROVIDED WITH LOW NOISE PROPPELLER FANS.
  4. TURBINE ENCLASURE IS PROVIDED WITH ACOUSTIC WALL.
  5. SOUND WALL IS PROVIDED WITH SOUND ENCLOSURE.
  6. AIR INTAKE FILTER DUCTWORK IS ACOUSTICALLY LINED.
  7. STEP UP TRANSFORMER IS PROVIDED WITH LOW NOISE FANS.

GRAPHIC SCALE



<b>WOLVERINE POWER COOPERATIVE</b> 40-FR POWER PLANT, LOSCH, WI	
<b>SOUND ATTENUATION FEATURES</b>	
<b>POWER</b> <i>W. Burns and Roe</i> A Division of Arthur D. Little, Inc.	
Approved for construction by the U.S. Atomic Energy Commission, Contract No. AT-(40-1)-3354	
Drawing No. M204	
Construction Date 1974	Drawing Date 1974
Project Name 40-FR Power Plant	Drawing Title Sound Attenuation Features
Information Date 1/15/74	Revision Description 1. Revise drawing to show final construction details.
Design Date 1/15/74	Checked Date 1/15/74
Drawn Date 1/15/74	Approved Date 1/15/74





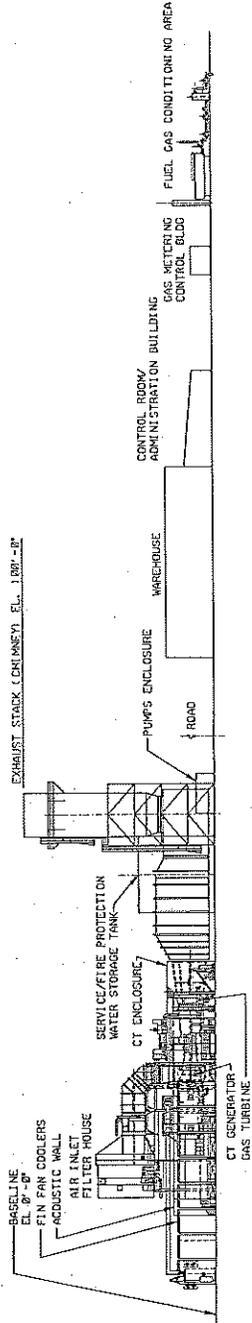
ELEVATION LOOKING SOUTH

GRAPHIC SCALE



<b>WOLVERINE POWER COOPERATIVE</b> ALPINE POWER PLANT (ELBURL, MI)		<b>GENERAL ARRANGEMENT</b> ELEVATION LOOKING SOUTH	
<b>POWER</b> ENGINEERING & ARCHITECTURE A DIVISION OF POWER ENGINEERS		APPROVAL FOR CONSTRUCTION BY: <b>3354</b> DRAWING NO: <b>M206</b>	
PROJECT NO. SHEET NO.	DATE SCALE	DRAWING NO. SHEET NO.	PROJECT NO. SHEET NO.
PURPOSE PREPARED BY CHECKED BY APPROVED BY	DATE SCALE	DRAWING NO. SHEET NO.	PROJECT NO. SHEET NO.
TITLE PROJECT NO.	DATE SCALE	DRAWING NO. SHEET NO.	PROJECT NO. SHEET NO.

11 10 9 8 7 6 5 4 3 2 1



ELEVATION LOOKING NORTH

GRAPHIC SCALE



<b>WOLVERINE POWER COOPERATIVE</b> ALPINE POWER PLANT (ELR, IN)		<b>GENERAL ARRANGEMENT</b> <b>ELEVATION LOOKING NORTH</b>		<b>POWER</b> A Division of <b>General Electric</b>		Drawing No. <b>3354</b> Project No. <b>M207</b>	
Date: _____ Scale: _____ Title: _____ Author: _____ Check: _____ Engineer: _____ Designer: _____ Draftsman: _____	RE: _____ DRAWING NO. _____ SHEET NO. _____ TOTAL SHEETS _____ PROJECT NO. _____ CONTRACT NO. _____	APPROVED: _____ DATE: _____ TITLE: _____ SIGNATURE: _____					

HAZARDOUS MATERIAL IDENTIFICATION AND INVENTORY

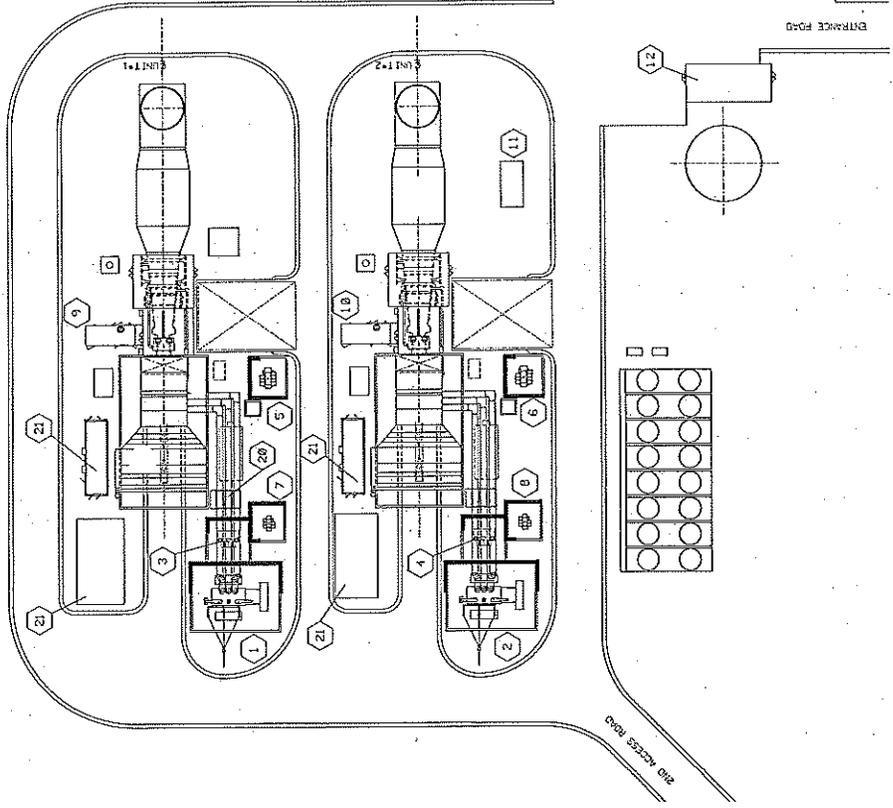
REF. NO.	DESCRIPTION	QUANTITY-TYPE OF STORAGE	CHEMICAL SYMBOL OR COMMON NAME	HAZARD CLASS
1	STC #1 STEP-UP TRANSFORMER TRANSFORMER INSULATING OIL	15,000 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
2	STC #2 STEP-UP TRANSFORMER TRANSFORMER INSULATING OIL	15,000 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
3	STC #1 AUXILIARY TRANSFORMER TRANSFORMER INSULATING OIL	7,000 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
4	STC #2 AUXILIARY TRANSFORMER TRANSFORMER INSULATING OIL	7,000 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
5	STC #1 ISOLATION TRANSFORMER TRANSFORMER INSULATING OIL	500 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
6	STC #2 ISOLATION TRANSFORMER TRANSFORMER INSULATING OIL	500 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
7	STC #3 ISOLATION TRANSFORMER TRANSFORMER INSULATING OIL	500 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
8	STC #4 ISOLATION TRANSFORMER TRANSFORMER INSULATING OIL	500 GALLON RESERVOIR WITH SECONDARY CONTAINMENT	MINERAL OIL	CLASS 3B, 1R
9	TURBINE GENERATOR #1 LUBE OIL FAUX SIC D	100 GALLON 55 GALLON SECONDARY CONTAINMENT	FUEL OIL	CLASS 3B, 1R
10	TURBINE GENERATOR #2 LUBE OIL FAUX SIC D	100 GALLON 55 GALLON SECONDARY CONTAINMENT	FUEL OIL	CLASS 3B, 1R
11	STC #1 DIESEL GENERATOR DIESEL FUEL FOR DIESEL ENGINE	400 GALLON TANK WITH DIESEL GENERATOR	FUEL OIL	CLASS 3B, 1R
12	DIESEL FUEL FOR DIESEL ENGINE	300 GALLON TANK WITH DIESEL GENERATOR	FUEL OIL	CLASS 3B, 1R
13	MEDIUM MOTOR MOTOR OILS	100 GALLON 55 GALLON SECONDARY CONTAINMENT	FUEL OIL	CLASS 3B, 1R
14	HEAVY GREASES UNRECHARGED	100 GALLON 55 GALLON SECONDARY CONTAINMENT	FUEL OIL	CLASS 3B, 1R
15	HEAVY GREASES RECHARGED	100 GALLON 55 GALLON SECONDARY CONTAINMENT	FUEL OIL	CLASS 3B, 1R
16	WASTE OILS UNRECHARGED	110 GALLON 55 GALLON OR LESS DRAIN STORAGE ON PALETS WITH INTERNAL SECONDARY CONTAINMENT	BLEACH	CLASS 3B, 1R
17	WASTE OILS RECHARGED	110 GALLON 55 GALLON OR LESS DRAIN STORAGE ON PALETS WITH INTERNAL SECONDARY CONTAINMENT	BLEACH	CLASS 3B, 1R
18	SODIUM HYDROXIDE WELLS WATER PUMP SWITCHBOARD	400 GALLON TOTE WITH SECONDARY CONTAINMENT	SP6 OAB	CLASS 3B, 1R
19	GENERATOR CIRCUIT BREAKER QUANTITY 21	210 GALLON 55 GALLON SECONDARY CONTAINMENT	SP6 OAB	CLASS 3B, 1R
20	SULFURIC ACID	210 GALLON 55 GALLON SECONDARY CONTAINMENT	SP6 OAB	CLASS 3B, 1R

HAZARD CLASS LEGEND TABLE

1R	IRRITANT
2R	GAS
3B	FLAMMABLE LIQUID
1R	CORROSIVE

NOTES  
 1. THIS HAZARD CLASSIFICATION SHALL BE REVISITED IN ACCORDANCE WITH FEDERAL SPEC REGULATIONS AND STATE OF MICHIGAN PART 9 (MPTA) REGULATIONS.

GRAPHIC SCALE



WOLVERINE POWER COOPERATIVE ACUTE POWER PLANT (U.S. 101)	
HAZARDOUS MATERIAL LOCATION	
POWER Burns and Roe A Division of POWER Engineers	
Prepared for Construction Work Order No. 3354	Drawing No. MZ08
Date: 11/15/00	Scale: 1" = 30'
Drawing Status:	Revision:
Purpose:	Date:
Location:	Date:
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**OTSEGO COUNTY  
PLANNING COMMISSION**

**PUBLIC HEARING NOTICE  
December 15, 2014**

The Otsego County Planning Commission will hold a public hearing on Monday, December 15, 2014 at 6:00pm in the Planning and Zoning Meeting room located at 1322 Hayes Rd Gaylord, Michigan.

The purpose of the public hearing will be to obtain citizen comment on the following:

Wolverine Power Company, in cooperation with the optioned property owners of the listed parcels, is requesting a special use permit for these same parcels. The properties are located in Elmira Township, Section 20 along M-32 West Elmira, MI 49730 and conditionally rezoned B3/Business, Light Manufacturing. The proposed use of the property is the operation of a facility to include a natural gas fired power generation plant, ancillary equipment and buildings and accessory uses which include but not limited to; electric power substations, electric transmission and distribution facilities, natural gas metering and regulation stations, air compression equipment, backup electric generation, water storage tanks and the maintenance of these facilities. The proposed use is a Permitted Use Subject to Special Conditions in a B3/Business, Light Manufacturing Zoning District according to the Otsego County Zoning Ordinance.

**Parcel identification number:**

**Legal Description:**

**060-020-300-010-00  
7603 M-32 West  
Elmira, MI 49730**

**S 1/2 OF SW 1/4 SEC 20 T31N R4W**

**060-020-300-005-01  
M-32 West  
Elmira, MI 49730**

**E 1/2 OF THE N 1/2 OF SW 1/4 SEC 20 T31N R4W**

**060-020-400-010-00  
M-32 West  
Elmira, MI 49730**

**NW 1/4 OF SE 1/4 SEC 20 T31N R4W**

**060-020-400-005-02  
M-32 West  
Elmira, MI 49730**

**COMM AT THE E 1/4 TH S 0 DEG14'01"W 527.77 FT ALG THE E SEC  
LINE, TH N88DEG13'25"W 874.14 FT TO THE POB, TH S 0 DEG  
14'01"W 797.65 FT, TH N 88DEG13'25"W 437.08 FT, ALG THE S 1/8  
LINE, TH N00DEG16'23"E 797.63 FT, ALG TH E 1/8 LINE, TH  
S88DEG13'25"E 436 .53 FT TO THE POB SEC 20 T31N R4W**

All citizens are welcome to attend the meeting or provide written comment. If written comments are provided the comments must be received at the Otsego County Land Use Services Office by noon (12:00 pm) the day of the meeting.

Any citizen who has questions regarding this application or needs assistance to attend this meeting should contact the Director of Land Use Services at (989) 731-7400.



*Otsego*  
**COUNTY**  
M I C H I G A N

**Department of  
Land Use Services**  
1068 Cross St • Gaylord, MI 49735  
Phone (989)731-7420 • Fax (989)731-7429  
[www.otsegocountymi.gov](http://www.otsegocountymi.gov)

December 1, 2014

Elmira Township  
PO Box 99  
Waters, MI 49797

Pursuant to Article 27 of the Otsego County Zoning Ordinance/Township Participation in County Zoning, I am forwarding the applications for a Special Use Permit/Site Plan Review of four (4) parcels in Elmira Township.

If you require the representative for Wolverine Power Cooperative, Brian Warner, to be present at your meeting, he can be notified at:

Brian Warner  
c/o Wolverine Power Cooperative  
PO Box 229  
10125 W Watergate RD  
Cadillac, MI 49601  
231.775.2077

If you have any questions, please contact us and we will be glad to assist you. We look forward to your input concerning this matter. Thank you for your participation in County Zoning.

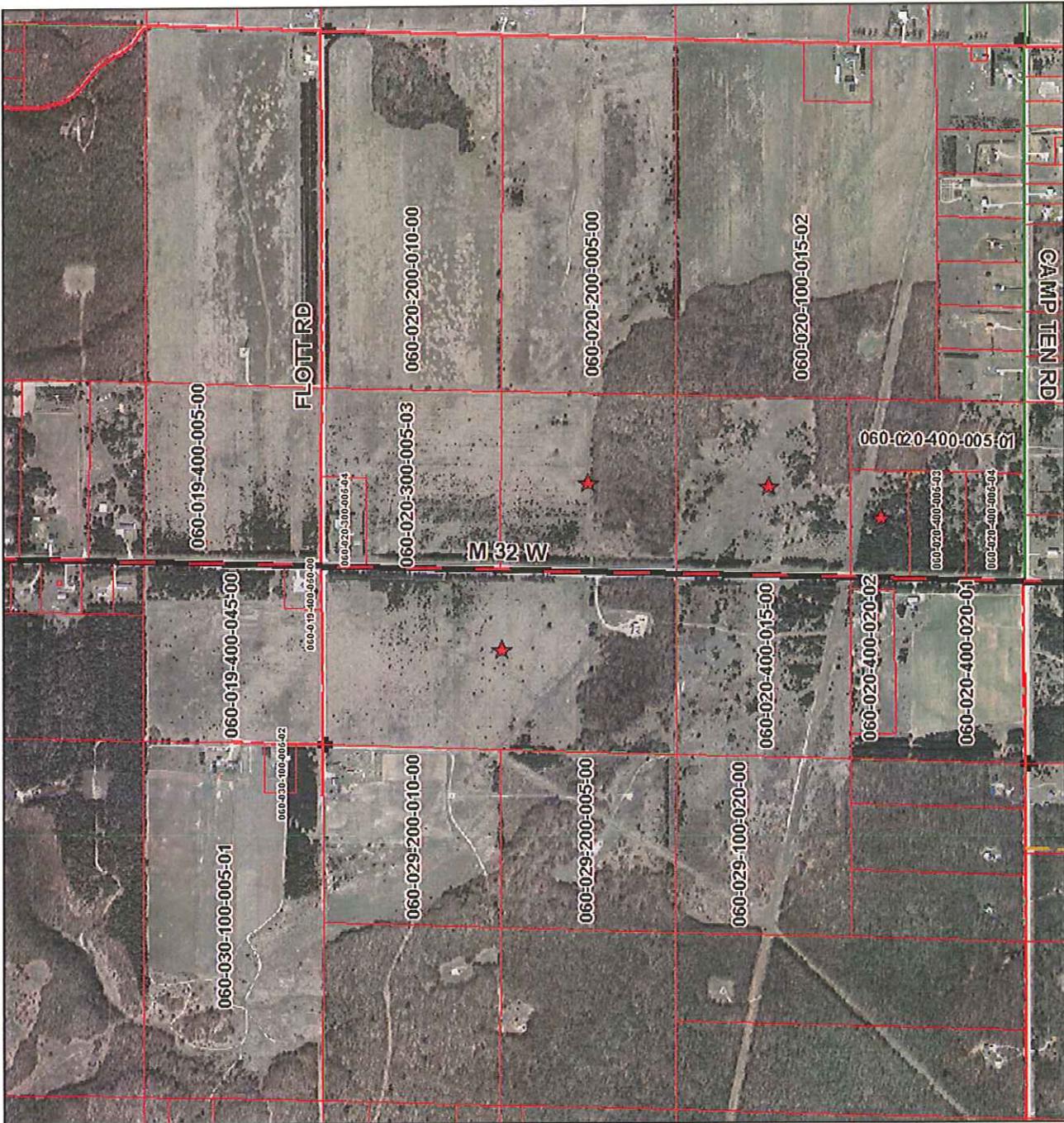
Sincerely,

Vern Schlaud  
Otsego County Land Use Director

cbw

encl

**Exhibit 8**



**PSUP14-004**  
**WOLVERINE POWER COOPERATIVE**

**PROPERTIES WITHIN THREE HUNDRED FEET (300'):**

- |                    |                    |
|--------------------|--------------------|
| 060-019-400-005-00 | 060-020-400-005-04 |
| 060-019-400-045-00 | 060-020-400-020-01 |
| 060-019-400-050-00 | 060-020-400-020-02 |
| 060-020-300-005-04 | 060-020-400-015-00 |
| 060-020-300-005-03 | 060-029-100-020-00 |
| 060-020-200-010-00 | 060-029-200-005-00 |
| 060-020-100-015-02 | 060-029-200-010-00 |
| 060-020-200-005-00 | 060-030-100-005-02 |
| 060-020-400-005-01 | 060-030-100-005-01 |
| 060-020-400-005-03 |                    |

**Exhibit 10**

OWNERS WITHIN THREE HUNDRED ( 300) FEET

PID	PROPERTY ADDRESS	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP CODE
060-019-400-005-00		Haske, Brian K & Lori	159 Brentwood Dr	Gaylord	MI	49735
060-020-300-005-04	7972 M-32 West	Jaroneski, Michael A	709 Greenbriar Ln	Almont	MI	48003
060-020-300-005-03	2379 Flott Rd	Behling, Austin	1624 Wilson Rd	Boyne City	MI	49712
060-020-200-010-00/		Sattler-Chagnon-Green-McReynold	PO Box 1293	Birmingham	MI	48012
060-020-200-005-00		Burdo, Anna R Trust	21223 Briar Ct	St Clair Shores	MI	48081
060-020-400-005-01/						
060-020-400-005-03/		Lange, Richard & Diane	6624 Whiting Dr	Troy	MI	48098
060-020-400-020-01	2390 Camp Ten Rd	Burdo, Walter L Trust	PO Box 1444	Gaylord	MI	49734
Tax Payer:		Burdo, Zachary	1843 Stoneycroft Rd	Gaylord	MI	49735
060-020-400-020-02	7225 M-32 West	Jaroneski, Allan	PO Box 253	Boyne City	MI	49712
060-020-400-015-00/						
060-029-100-020-00/		Townsend, Mary Trust	48722 Willis Rd	Belleville	MI	48111-9389
060-029-200-010-00	1973 Flott Rd	Hart, Ellis R & Vallery J	1973 Flott Rd	Elmira	MI	49730
060-030-100-005-02	8059 Bert Rd	Figiel, Fred & Tami	8059 Bert Rd	Elmira	MI	49730
060-030-100-005-01	8113 Bert Rd	Figiel Trust	8113 Bert Rd	Elmira	MI	49730
060-019-400-045-00		Adgate Trust-Keeler	965 Hager Dr Apt 137	Petoskey	MI	49770
060-019-400-050-00		Wolverine Power Supply	PO Box 229	Cadillac	MI	49601

**OTSEGO COUNTY  
PLANNING COMMISSION**

**PSUP14-004  
SPECIAL USE PERMIT**

**060-020-300-010-00 /060-020-300-005-01 /060-020-400-010-00 /060-020-400-005-02**

**GENERAL FINDINGS OF FACT**

1. This is a proposal for a gas-powered power plant. *Exhibit #1, Exhibit #5, Exhibit #6*
2. The properties are located in a B3/Business, Light Manufacturing Zoning District. *Exhibit #2*
3. The proposed use is a permitted use subject to special conditions in the B3/Business, Light Manufacturing Zoning District. *Exhibit #3*
4. The properties are currently under *Option for Purchase* by Wolverine Power Cooperative. *Exhibit #4*
5. Brian Warner to represent Wolverine Power Cooperative. *Exhibit #5*
6. The Public Hearing Notice was published in the Herald Times on November 28, 2014 *Exhibit #7*
7. The requirements of Article 27 of the Otsego County Zoning Ordinance have been met. *Exhibit #8, Exhibit #9*
8. All property owners within three hundred (300') feet were properly notified of the public hearing. *Exhibit #10*
9. The Planning Commission has the authority to approve a Special Land Use request after review and compliance with the Otsego County Zoning Ordinance. (Section 19.7) *Exhibit #3*
10. The required fees have been collected by Otsego County Land Use Services. *Exhibit #11*
11. The site plan requirements of Article 23 have been reviewed by Otsego County Land Use and all requirements pertaining to the proposed development have been addressed by the Applicant. *Exhibit #6, Exhibit #12, Exhibit #13*

**OTSEGO COUNTY  
PLANNING COMMISSION**

**PSUP14-004  
SPECIAL USE PERMIT**

060-020-300-010-00 /060-020-300-005-01 /060-020-400-010-00 /060-020-400-005-02

**SPECIFIC FINDINGS OF FACT**

**FINDINGS UNDER ARTICLE 12:**

**ARTICLE 12 B3 BUSINESS, LIGHT MANUFACTURING DISTRICT**

**SECTION 12.2 PERMITTED USES SUBJECT TO SPECIAL CONDITIONS**

The following uses may be permitted, subject to the conditions herein imposed for each use, the review standards of [Article 19](#) and only after the review and approval of the site plan by the Planning Commission. [See [Article 21](#) for applicable Specific Requirements for Certain Uses, if any and [Article 23](#) for Site Plan Requirements.]

12.2.1 All permitted use or uses subject to special conditions in the [B2](#) General Business District.

12.2.2 Auto repair garages or auto body shops, including wrecker service

12.2.3 Above-ground storage of flammable and combustible liquids, chemicals and hazardous liquids

12.2.4 Concrete and asphalt manufacturing and distribution

12.2.5 Detention Facilities

12.2.6 Power generation plants

12.2.7 Research, experimental, and development establishments

12.2.8 Adult Entertainment

12.2.9 Industrial Laundries

12.2.10 Medical Laboratories

12.2.11 Dirt and aggregate storage, sales and processing

12.2.12 Wireless Telecommunications Towers and Facilities over one hundred ninety (190) feet in height

12.2.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

12.2.14 Unlisted property uses if authorized under [Article 21.44](#).

**FINDINGS UNDER ARTICLE 17:**

**ARTICLE 17 SCHEDULE OF DIMENSIONS**

17.1 Table 1 - LIMITING HEIGHT, DENSITY, AND AREA BY ZONING DISTRICTS (See also [Article 21.1 Accessory Buildings](#) and [Article 22 General Exceptions for Area, Height, and Use](#))

<i>Zoning District</i>	<b>R1 &amp; R2</b>	<b>R3</b>	<b>RR</b>	<b>FR &amp; AR</b>	<b>Reserved for future use</b>	<b>Reserved for future use</b>
Min. Lot Area (Sq. feet)	20,000 .46 acre	40,000 .92 acre	20,000 .46 acre	88,000 2.02 acre		
Min. Front Setback (b)(j)	25 ft	25 ft	25 ft	50 ft		
Max. Front Setback	NA	NA	NA	NA		
Min. Side Setback	10 ft	10 ft	10 ft	20 ft		
Min. Rear Setback	30 ft (a, h)	30ft (a, h)	30 ft (a, h)	40 ft (a)		
Min. Lot width (k)	100 ft 150 ft Duplex	100 ft	100 ft	150 ft AR 300 ft Duplex		
Max. % lot coverage	25%	25%	25%	30%		
Max. Building height (l)	35 ft (g)	35 ft (g)	35 ft (g)	35 ft (g)		
Min. Ground Floor area of principal structure (Square feet)	720 (i)	720 (i)	720 (i)	720 (i)		
Min. Width of principal structure	20 ft (i)	11ft (i)	20 ft (i)	11 ft (i)		

<i>Zoning District</i>	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>I</b>	<b>HX</b>	<b>Reserved for future use</b>
Min. Lot Area (Square feet)	10,000	10,000	20,000	40,000	10,000	
Min. Front Setback	30 ft (e)					
Max. Front Setback	NA	NA	NA	NA	NA	
Min. Side Setback	10 ft (c)					
Min. Rear Setback	20 ft (a, d, f)					
Min. Lot width (k)	100 ft	100 ft	100 ft	150 ft	150 ft	
Max. % lot coverage	NA	NA	NA	NA	NA	
Max. Building height (l)	35 ft (g)					
Min. Ground Floor area principal structure (Square feet)	NA	NA	NA	NA	NA	
Min. Width of principal structure	NA	NA	NA	NA	NA	

Minimum front, side and rear setbacks, and maximum lot coverage modifications of up to twenty-five percent (25%) may be approved by the Zoning Administrator for nonconforming lots, as described in [Article 21.26.1](#) and [21.26.2](#).

**Note a:** Lots within five hundred (500) feet of lakes, ponds, flowages, rivers, streams: see [Article 18, LOTS NEAR WATER](#).

Note b: Where the front yards of two (2) or more principal buildings in any block, or within five hundred (500) feet in existence at the time of the passage of this Ordinance (or amendment thereto), in the same zoned district or the same side of the road are less than the minimum front yard setback, then any principal building subsequently erected on the same side of the road shall not be required to provide a greater setback than the average for the existing two (2) or more principal buildings.

Note c: On the exterior side yard which borders on a residential district, there shall be provided a setback of not less than twenty (20) feet on the residential side in B1, B2, B3 and HX.

Note d: Loading and unloading space shall be provided in the rear yard in the ratio of at least ten (10) square feet per linear foot of front building wall. Loading space shall not be counted as required off-street parking. Loading zones may be located in other non-required yards if screened or obscured from view from public streets and residential districts.

Note e: Off-street parking may be permitted in the front yard, except that a ten (10) foot wide landscaped buffer is maintained between the front lot line (or right-of-way line) and the parking area.

Note f: No building shall be placed closer than forty (40) feet to the outer perimeter of such district or property line when said use abuts a residential district boundary.

Note g: Subject to approval by the Planning Commission, the maximum height of buildings may be permitted to exceed the maximum stated in the Schedule by up to fifty percent (50%) in R1, R2, R3, RR, B1 and B2 Districts, and up to one hundred percent (100%) in all other districts, provided that the applicant can demonstrate that no good purpose would be served by compliance with maximums stated, (as in the case of steep topography, a Planned Unit Development (PUD), or larger site); and further, there is no conflict with airport zoning height restrictions; fire safety is maintained subject to local fire authority approval; and the light, air and/or scenic views of adjoining property is not impaired. The Planning Commission and or Zoning Board of Appeals cannot allow a WTG height greater than allowed in [Section 21.47](#) or a Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS. Also see [Article 22 GENERAL EXCEPTIONS FOR AREA, HEIGHT AND USE](#) .

#### FINDINGS UNDER ARTICLE 19:

19.7.1 The property subject to the application is located in a zoning district in which the proposed special land use is allowed.  
**HAS – HAS NOT BEEN MET**

19.7.2 The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on the natural resources of the county or the natural environment as a whole.  
**HAS – HAS NOT BEEN MET**

19.7.3 The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors, or the accumulation of scrap material that can be seen from any public highway or seen from any adjoining land owned by another person.  
**HAS – HAS NOT BEEN MET**

19.7.4 The proposed special land used will be designed, constructed, operated, and maintained so as not to diminish the opportunity for the surrounding properties to be used and

developed as zoned.

**HAS – HAS NOT BEEN MET**

**19.7.5** The proposed special land use will not place demands on fire, police, or other public resources in excess of current capacity.

**HAS – HAS NOT BEEN MET**

**19.7.6** The proposed special land use will be adequately served by public or private streets, water and sewer facilities, and refuse collection and disposal services.

**HAS – HAS NOT BEEN MET**

**19.7.7** If the proposed special land use includes more than fifteen thousand (15,000) square feet of impervious surface, then the storm water management system employed by the use shall (i) preserve the natural drainage characteristics of the site and enhance the aesthetics of the site to the extent possible, (ii) employ storm water disposal through evaporation and infiltration when reasonably possible, (iii) shall not discharge storm water directly to wetlands or surface waters unless there is no other prudent or reasonably feasible means of discharge, (iv) shall not serve to increase the quantity no rate of discharge leaving the property based on 25-year storm criteria, (v) shall be designed using Best Management Practices identified by the DNR or its successor agency, and (vi) shall identify the party responsible for maintenance of the storm water management system.

**HAS – HAS NOT BEEN MET**

**19.7.8** The proposed special land use complies with all specific standards required under this Ordinance applicable to it.

**HAS – HAS NOT BEEN MET**

#### **SECTION 19.8 - CONDITIONS**

The Planning Commission may attach reasonable conditions to the approval of a special use permit. These conditions may include those necessary to insure that public services and facilities affected by a proposed special land use will be capable of accommodating increased service and facility loads caused by the special land use, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all the following requirements.

19.8.1 Be designed to protect natural resources, the health, safety, and welfare and the social and economic well being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed special land use, and the community as a whole.

19.8.2 Be related to the valid exercise of the police power, and purposes which are affected by the proposed special land use.

19.8.3 Be necessary to meet the intent and purpose of the zoning ordinance, be rated to the standards established in the ordinance for the special land use under consideration, and be necessary to insure compliance with those standards.

#### **FINDINGS UNDER ARTICLE 20:**

##### **SECTION 20.1 PURPOSE**

The purpose of this section is to provide reasonable access to the property owner to all roads within Otsego County while protecting the public health, welfare, safety and aesthetics of the

County. All Land in a parcel having a single tax code number or contiguous parcels owned by a person as of the effective date of this Ordinance shall meet the requirements of this Ordinance. The intent of this ordinance is to provide standards, which will preserve the traffic capacity, and enhance the safety of the highway by regulating safe and reasonable access, though not always direct access, between public roadways and adjacent land. Access controls provide for orderly growth and development. This in turn will protect the long term viability of existing and new businesses in addition to protecting property values of commercial and residential development along the corridor. It is recognized that existing development may not be able to meet all of the standards contained in this ordinance; Upon expansion or redevelopment, the standards' contained herein shall be applied to the maximum extent possible in conformance with the Otsego County Access Management Map.

The standards of this section are further intended to:

- Minimize traffic conflicts, in order to reduce the frequency of fatal injury and property damage crashes;
- Separate traffic conflict areas by reducing the number of direct access points,
- Provide efficient spacing and size standards between access points and between access points and intersections;
- Establish uniform access standards to ensure fair and equal application;
- Protect the substantial public investment in the roadway system by preserving capacity and avoiding the need for unnecessary and costly reconstruction which disrupts business;
- Require coordinated access among several landowners;
- Ensure reasonable access to properties, though the access may not always be direct access;
- Coordinate local management decisions on development proposals with access permit decisions by the Michigan Department of Transportation (MDOT) and the Otsego County Road Commission, (OCRC).

### **SECTION 20.3 LOCATION AND SPACING**

20.3.1 All State and County public roads shall be subject to and regulated by the standards of this ordinance.

20.3.2 In order to minimize left turn conflicts, new access points shall be aligned with those across the roadway where possible. If alignment is not possible, access points shall be offset a minimum of two hundred fifty-five (255) feet from those on the opposite side of the roadway, measured centerline of access point to centerline of access point. Longer offsets may be required by the Michigan Department of Transportation (MDOT) in accordance with the MDOT Access Management Guidebook.

20.3.3 Where spacing requirements cannot be met for parcels, lots, or building sites having frontage or access on more than one roadway, access shall be provided from the lesser traveled roadway.

20.3.4 In the case of expansion, alteration, change of use or redesign of an existing development where existing access points do not comply with the guidelines set forth herein, the closing, relocation, or redesign of the access point may be required.

20.3.5 Driveway profile shall be designed and constructed according to Michigan Department of Transportation (MDOT) and Otsego County Road Commission (OCRC) standards.

20.3.6 Land access is permitted based on driveway spacing, stopping distance, and land use type.

Driveway Spacing and corner clearance requirements shall be PER MDOT MANUAL

## SECTION 20.5 ACCESS

All developments shall have reasonable access to a county or public roadway. Access onto any roadway shall be permitted only upon issuance of an access permit by the MDOT or OCRC in compliance with the site review planning process.

### 20.5.1 Interconnections of Parking Areas

20.5.1.1 Parking areas shall be designed to facilitate interconnection of parking lots

20.5.1.2 Shared parking is encouraged. Shared parking shall be permitted a reduction in required parking spaces if peak parking demand periods at interconnected developments do not occur at the same time.

20.5.1.3 Shared driveways, cross access driveways, interconnected parking, and private roads constructed to provide access to properties internal to a subdivision shall be recorded as an easement and shall constitute a covenant running with the land; Operating and maintenance agreements for these facilities shall be recorded with the deed.

## SECTION 20.6 ROAD STANDARDS

20.6.1 All roads proposed to be of public ownership shall conform to the county road standards

20.6.2 All proposed curve radii shall be designed to county road standards for truck turning requirements.

## FINDINGS UNDER ARTICLE 21:

### SECTION 21.1 ACCESSORY BUILDINGS

21.1.1 Accessory buildings in the [R1](#), [R2](#), [R3](#) & [RR](#) Districts shall be subject to the side and front yard setback requirements as regulated in [Article 17 SCHEDULE OF DIMENSIONS](#), but need not be farther than ten (10) feet from the rear property line.

21.1.2 In Residential Districts all accessory buildings and uses shall be in the rear yard except in the case of one detached private garage which may be allowed in the side or front yard, provided it maintains the setback requirements as regulated in [Article 17 SCHEDULE OF DIMENSIONS](#).

21.1.3 Detached accessory buildings for residential use in any district shall not exceed a total ground floor area of: twelve hundred (1,200) square feet in [R1](#), [R2](#) and [RR](#), and two thousand (2,000) square feet in [R3](#), [FR](#) and [AR](#), except:

21.1.3.1 Where the lot is larger than the minimum size for that zoning district, the total accessory building square footage may be increased proportionally to the lot size in the following manner: twenty-five (25) square feet increase in allowable accessory buildings for every one thousand (1,000) square feet that the lot exceeds minimum lot size, up to a maximum of four thousand (4,000) square feet.

21.1.4 Agricultural buildings and structures incident to use for agricultural purposes are exempt from accessory building requirements.

21.1.5 Accessory buildings shall not be used for residences.

21.1.6 Accessory building may not be used for commercial storage.

### SECTION 21.10 FENCES

21.10.1 Fences designed to enclose property in any district shall be subject to the following conditions:

21.10.1.1 Fences in [R1](#), [R2](#), [R3](#) or [RR](#) Districts, or any platted subdivision, site condo or PUD shall not contain barbed wire or be electrified.

21.10.1.2 No fence shall exceed six (6) feet in height in the side or rear yard. No fence in the front yard setback shall exceed four (4) feet in height and shall be of a design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian or vehicle property access point.

**21.10.2**

Specific Nonresidential Uses Requiring Fences	Minimum height for fence or wall	Function(s)	
		Screen/protect	Obscure
Drive-in restaurants, gasoline stations and vehicle repair	6'0"	X	X
Hospital and funeral home service entrances	6'0"		X
Institutional playgrounds	6'0"	X	X
Parking lots	6'0"		X
Utility buildings and substations	6'0"	X	X
Public swimming pools	6'0"		X
Junk yards	8'0"	X	X
Open storage areas of any use	6'0"		X

Note: These uses in [21.10.2](#) are required to be fenced or screened in all cases regardless of the use orientation to residential zoning districts or residential uses.

21.10.3 Protective and adequate fencing shall be required around all outdoor swimming pools, and shall not be less than four (4) feet, six (6) inches above the established grade.

21.10.4 All plans for fences or walls must be approved by the Zoning Administrator for construction specifications designed to fulfill the primary function of protection and/or screening. All fences shall be maintained in a pleasing appearance.

21.10.5 The Planning Commission shall be empowered to modify fence and wall requirements as deemed necessary by conditions affecting a particular development, or to waive requirements where general welfare concerns are not served by compliance with these standards, such as the existence of permanent natural features, where there is sufficient visual or protective separation, or where there is nothing to separate. Waivers shall not be granted where such characteristics are of a temporary nature or because the adjacent area is not yet developed.

**SECTION 21.18 LANDSCAPING**

**21.18.1 PURPOSE**

The purpose of this section is: to protect and enhance property values, economic welfare and community attractiveness; to provide beneficial climatic impacts by cleaning the air and providing shade; to protect health, safety and welfare by reducing air and water borne pollutants, flooding and noise; to mitigate adverse effects of sighting different uses near one another through buffering; to facilitate preservation of existing valuable trees and other vegetative cover; to provide wildlife habitat and environmental standards within developed areas; to protect privacy.

**21.18.2 General Performance Standards:**

This, [Section 21.18 Landscaping](#), requirements shall not apply to single family residences located on individual lots. The Section shall apply to residential plats and site condominiums.

All areas not covered by buildings, parking or other structures shall be treated with landscape materials including street trees, shrubs and groundcovers consistent with these provisions. The selected combination of plant materials shall be a harmonious combination of deciduous and evergreen trees, shrubs, vines and/or ground covers so arranged to present an aesthetically pleasing whole.

#### 21.18.2.1 Landscape Materials:

All landscape materials planted pursuant to the provisions of this section shall be healthy and compatible with the local climate, site soil characteristics, drainage, and available water supply.

Trees and shrubs should be at least, at the time of planting, the sizes as outlined in this section and shall be consistent with the current American Standard for Nursery Stock as set forth from time to time by the American Association of Nurserymen.

Deciduous trees shall be not less than one and one-half (1 ½) inches in diameter for single family residential uses and two and one-half (2 ½) inches in diameter for other uses.

Coniferous trees should be at least six (6) feet in height. Shrubs shall be of a size generally known in the nursery industry as requiring at least a five (5) gallon container.

All planting beds constructed pursuant to [Sections 21.18.2](#), [21.18.5](#) and [21.18.6](#) shall be mulched with mulch cover at least three (3) inches deep to retain moisture around roots.

Trees shall be planted on the project sites so as to allow for their desired mature growth.

Access to or view of fire hydrants shall not be obstructed from any side.

Plantings shall be designed so as to not conflict with power lines or impede fire safety services.

#### 21.18.2.3 Existing Vegetation:

If there is no practical alternative in terms of sighting buildings and other development, trees and other plants may be removed.

Significant shrubs, grasses and trees are to be preserved within areas not required for development.

Healthy, younger mature plants shall be preserved which would normally succeed older plants.

Natural vegetation shall be preserved within areas below an ordinary high water mark of a lake, stream or other water body.

Existing vegetation to be preserved shall be protected during construction with barriers as required and approved by the Zoning Administrator.

The application of landscape standards within this Ordinance may be adjusted in part or in whole by the Zoning Administrator to allow credit for established healthy plant material to be retained on or adjacent to the site if such an adjustment is consistent with the intent of this Ordinance.

21.18.2.4 Berms constructed pursuant to [Section 21.18.3](#) shall be constructed with slopes not to exceed one to three (1:3) gradient with side slopes designed and planted to prevent erosion, and with a rounded surface a minimum of two (2) feet in width at the highest point of the berm, extending the length of the berm. Berm slopes shall be protected with sod, seed, shrubs or other form of natural ground cover.

#### 21.18.3 Buffer Yards:

Buffer yards shall be constructed to mitigate problems associated with traffic, noise, vibration, odor, glare, dust, smoke, pollution, water vapor, conflicting land uses and density, height, mass,

layout of adjacent uses, loss of privacy, unsightly views and other potentially negative effects of development. Buffering may be achieved using landscape, building fences and berm or a combination of the above techniques.

Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Buffer yards shall not be located on any portion of an existing or dedicated public or Private Street or right-of-way.

[Tables I](#) and [II](#) shall be used to determine buffer yard dimensions and plant materials specifications. [Table I](#) is used to determine the type of Buffer yard (A, B, C, D, E, EX, or NA) which will be required between districts or users. Once the type of Buffer yard is obtained, [Table II](#) outlines the plant material specifications for alternative widths and specifications and treatments (walls, berms, etc.) of buffer yard. Each property line should be analyzed independently to determine the appropriate buffer yard required.

The buffer yard tables are to be considered minimum standards. Increased landscaping requirements may be imposed by the Zoning Administrator or the Planning Commission if it is determined any of the following conditions exist.

The type of required buffer yard will not sufficiently mitigate noise, glare, fumes, smoke, dust or unsightly views within the site.

The scale of the project in regard to mass and height indicates the need for a buffer yard developed specifically for the project.

21.18 TABLE I: Planting Buffer yard

Boundary Zoning District 	Proposed Development Zoning District										MUZ MAIN STREET	MUZ TOWN CENTER	HIGHWAY INTERCHANGE	I INDUSTRIAL	
	R-1	R-2	R-3	RR	FR	AR	B-1	B-2	B-3						
R-1	N														
R-2	B	N													
R-3	C	B	N												
RR	C	C	B	N											
FR	C	C	B	B	N										
AR	C	C	C	C	C	N									
B-1	B	B	B	B	B	B	N								
B-2	C	C	B	C	C	C	B	N							
B-3	C	C	C	C	C	C	B	B	N						
MUZ - MAIN STREET	A	A	A	B	C	C	A	A	B	N					
MUZ - TOWN CENTER	A	A	A	B	C	C	A	A	C	A	N				
HIGHWAY INTERCHANGE	C	C	C	C	C	C	B	B	B	C					
I - INDUSTRIAL	E	E	E	E	D	D	D	C	C	C	E	E	C	N	

Key: N= No buffer yard required /See TABLE II

**TABLE II  
STANDARD PLANT MATERIAL REQUIREMENTS**

Plant Material Requirements			Vegetation Types				
Type	Plant Material Reductions with:		Buffer Width	Canopy Trees	Flowering Trees or Large Shrubs	Shrubs	Evergreens & Conifers
	6' Wall	3' Berm					
A	.50	.75					
			10'	1	1	4	
			15' or more	1	1	3	
B	.50	.75					
			10'	3	3	6	2
			15' or more	2	2	5	1
C	.65	.80					
			10'	4	3	19	4
			15'	3	2	15	3
			20'	2	2	15	1
			25'	3	2	15	1
			30'	3	2	15	2
			35'	3	2	15	2
			40'	3	2	15	3
D	.75	.85					
			15'	1	4	32	1
			20'	2	4	30	1
			25'	3	4	30	1
			30'	3	5	30	2
			35'	3	5	30	2
			40'	3	5	30	3
45'	4	6	30	4			
E	NA	NA					
			20'	2	4	38	1
			25'	3	4	38	1
			30'	3	5	38	2
			35'	3	5	38	2
			40'	3	5	38	3
			45' or more	5	6	30	4

Minimum width of buffer with masonry wall = ten (10') feet

ALL PLANT QUANTITIES ARE PER ONE HUNDRED (100) LINEAR FEET, less the distance required for vehicle access to the property.

## **SECTION 21.19 LIGHTING, OUTDOOR**

Outdoor light fixtures are electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include search, spot and flood lights for buildings and structures, recreation areas, parking lot lighting, landscape lighting, billboards and other signs (advertising or other), street lighting, product display area lighting, building overhangs and open canopies.

All outdoor lighting fixtures including pole mounted or building mounted yard lights, dock lights, and shoreline lights other than decorative residential lighting such as low level lawn lights, shall be subject to the following regulations:

**21.19.1** Lighting shall be designed and constructed in such a manner:

- 21.19.1.1 To insure that direct or directly reflected light is confined to the area needing it and that it is not directed off the property,
- 21.19.1.2 That all light sources and light lenses are shielded,
- 21.19.1.3 That any light sources or light lenses are not directly visible from beyond the boundary of the site,
- 21.19.1.4 That light from any illuminated source shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.

**21.19.2** Lighting fixtures shall be a down-type having one hundred (100) percent cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane, as may be certified by photometric test. A United States flag, Michigan flag or a flag of a veteran's organization chartered by the United States Government shall be allowed to have light illuminating them from below

21.19.3 There shall be no blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color, except that lights may be controlled by a dimmer which can be periodically adjusted for conditions and signs as allowed in [21.38.2.1](#). Beacon lights are not permitted except where required by law.

21.19.4 No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

21.19.5 Decorative lights during holiday seasons shall be allowed.

21.19.6 Modification of these outdoor lighting standards may be permitted by the Zoning Board of Appeals for temporary uses of not more than ten (10) days per year, following these provisions as closely as possible.

## **SECTION 21.27 PARKING**

There shall be provided in all districts at the time of erection or enlargement of any main building or structure or use, automobile off-street parking space with adequate access to all spaces.

21.27.1 Off-street parking for other than residential uses shall be either on the same lot or within four hundred (400) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot.

21.27.2 Any area once designated as required off-street parking shall not be changed to any other use unless and until equal facilities are provided elsewhere.

21.27.8 For those uses not specifically mentioned in the Off-street Parking Schedule, requirements for off-street parking facilities shall be in accord with a use which the Board of Appeals considers as being similar in type.

21.27.9 Entrance drives to the property and off-street parking area shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from the boundary of a different Zoning District. A greater distance may be required by the Planning Commission if the lesser would cause a traffic issue.

**21.27.10 Off-street Parking Schedule**

The minimum number of off-street parking spaces required by use shall be in accordance with the following schedule:

**MINIMUM PARKING SPACES REQUIRED**

**LAND USE**

**PER UNIT OF MEASURE**

**Industrial**

Manufacturing Shop	5 plus 1 per employee
Industrial Office or Research	1 ½ per employee
Warehouse and Wholesale	1 per employee, plus 1 per 200 sq. ft. of any office space
Industrial Laundries	5 plus 1 per employee
Medical Laboratories	1 per 50 sq. ft. of waiting room plus 1 per employee

21.27.11 Parking Area Design Standards

The layout of off street parking facilities shall be in accord with the following minimum requirements:

<u>Parking Pattern</u>	<u>Maneuvering Lane width</u>	<u>Parking Space width</u>	<u>Parking Space length</u>
Parallel	12ft	8ft	23ft
30-53°	12ft	20ft	
54-74°	15ft	20ft	
75-90°	20ft	20ft	

All spaces shall be provided access by maneuvering lanes. Backing directly onto a street shall be prohibited. Adequate ingress and egress to a parking lot by means of clearly defined drives shall be provided for all vehicles. Ingress and egress to a parking lot lying in an area zoned for other than residential use shall not be across land zoned for residential use.

Each entrance and exit to and from any off street parking lot located in an area zoned for other than residential use shall be at least twenty-five (25) feet from adjacent property located in any residential district.

Buffer yards shall be required per standards set by [Section 21.18](#). A buffer yard without buildings shall be required not less than ten (10) feet wide on the perimeter of all parking lots. Said buffer yard shall be used for landscaping, screening and/or drainage as required by this ordinance.

All parking areas containing twenty-seven hundred (2700) square feet or more shall provide snow

storage area. Snow storage shall be provided on the ratio of ten (10) square feet per one hundred (100) square feet of parking area.

Parking area is calculated at two hundred seventy (270) square feet per parking space. Snow storage areas shall be located in such a manner that they do not interfere with the clear visibility of traffic on adjacent streets and driveways

**21.27.12** Federal and State requirements regarding handicapped parking and access shall apply.

## **SECTION 21.28 PERFORMANCE STANDARDS**

No use otherwise allowed shall be permitted within a Use District which does not conform to the following standards of use, occupancy, and operation, which standards are hereby established as the minimum requirements to be maintained within said area:

### **21.28.1 Smoke, Dust, Dirt, and Fly Ash**

It shall be unlawful for any person, firm or corporation to permit the emission or discharge of any smoke, dust, dirt, or fly ash in quantities sufficient to create a nuisance within the unincorporated areas of Otsego County.

### **21.28.2 Open Storage**

The open storage of any equipment, vehicles and all materials including wastes, shall be screened from public view, from public streets, and from adjoining properties. Scrap, junk cars and other junk materials shall not be piled or stacked as open storage to a height in excess of twenty (20) feet, and must meet the requirements of [Article 21.3.1](#) and [Article 19](#).

### **21.28.3 Glare and Radioactive Materials**

Glare from any process (such as or similar to arc welding or acetylene torch cutting) which emits harmful rays shall be permitted in such a manner as not to extend beyond the property line, and as not to create a public nuisance or hazard along lot lines. Radioactive materials and wastes, and including electromagnetic radiation such as x-ray machine operations, shall not be emitted to exceed quantities established as safe by the U.S. Bureau of Standards, when measured at the property line.

### **21.28.4 Fire and Explosive Hazards**

The storage, utilization, or manufacture of materials or products ranging from combustible to moderate burning, as determined by the appropriate community fire protection authority, is permitted subject to compliance with all other yard requirements, [Article 19](#), performance standards previously mentioned, and providing that the following conditions are met:

21.28.4.1 Said materials or products shall be stored, utilized or produced within completely enclosed buildings or structures having incombustible exterior walls.

21.28.4.2 The storage and handling of flammable liquids, liquefied petroleum, gases, and explosives shall comply with the State Rules and Regulations as established by Public Act No. 207 of 1941 as amended.

## **SECTION 21.38 SIGNS AND BILLBOARDS**

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

### **21.38.1.3 Accessory Signs in B, HX and I Districts**

**A. Signs for Single Business: A single business on one (1) lot or combination of lots in the B1, B2, B3, I and/or HX District may install accessory signs in accordance with the following regulations:**

1. Accessory Signs in B1, B2, B3 and/or I Districts may be permitted at the rate of two (2) per use, except that at least one (1) sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.
2. Signs mounted on and parallel with the wall of the main building shall not exceed a total area of two and one half (2½) feet times the length of the mounting wall.

21.38.1.5 Sign Lighting (also see [SECTION 21.19 LIGHTING, OUTDOOR](#))

**Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are setback a minimum of ten (10) feet from all road right-of-ways and seventy-five (75) feet from any other property line.**

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning one (1) hour after sunrise and continuing until one (1) hour before sunset, shall not be greater than three thousand (3,000) nits, nor greater than one hundred (100) nits at all other times.

Signs externally illuminated, the light on the proposed sign shall be mounted on the top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed into the sky or onto any portion of a street, road, highway or adjacent properties. Illumination shall be limited such that reflected luminance does not exceed one hundred (100) nits per square meter.

21.38.4 Placement of Signs and Setbacks, Signs in any zoning district must be placed at least ten (10) feet back from any right-of-way or lot-line.

### **SECTION 21.42 TRASH RECEPTACLES/DUMPSTERS**

21.42.1 Residential Trash Receptacles shall be placed at curbside no earlier than twenty-four (24) hours from the scheduled pick-up day. Any trash receptacle placed at curb side shall be removed from curb side no later than twenty-four (24) hours after the scheduled pick-up day.

21.42.2 Commercial Trash Receptacles / Dumpsters may be placed upon a parcel of land in such a manner to facilitate loading and unloading. They may be placed no closer than ten (10) feet to any adjoining property. All Trash Receptacles shall be properly maintained with working lids and the lids shall be maintained in a closed position.

**21.42.2.1 During the site plan review process the Planning Commission or Zoning Administrator may require Commercial Businesses abutting land zoned Residential (R1, R2, R3, RR) or existing residential development in other zoning districts (HX) to maintain a greater setback than ten (10) feet but in no case shall the required setback be greater than twenty five (25) feet.**

21.42.3 Temporary Commercial Construction Dumpsters are exempt from these regulations.

21.42.4 Trash Receptacles / Dumpsters meeting the requirements of [Sections 21.42.1, 21.42.2 & 21.42.3](#) shall not be considered unsightly areas as covered in [Section 21.18.5](#).

**SECTION 21.43 UNDERGROUND UTILITY WIRES**

Within the area of a plat or site plan, all distribution lines for electric, communication, or similar associated services shall be placed underground. Those electric and communication facilities placed in dedicated public ways shall be installed so as not to conflict with other underground utilities. All communication and electric facilities shall be constructed in accordance with standards of construction approved by the Michigan Public Service Commission. All underground utility installations which traverse privately-owned property shall be protected by easements granted by the owner of such property.

The Planning Commission may, by resolution, waive or modify any of the above requirements for underground line installations with respect to a particular plat or site plan when the strict application of the above requirements would result in unnecessary hardship. Prior to any such waiver or modification, a public hearing regarding the proposal shall be held by the Planning Commission.

**FINDINGS UNDER ARTICLE 22:**

**SECTION 22.3 HEIGHT LIMIT**

Height limitations shall not apply to farm silos, chimneys, church spires, flag poles, or public monuments; provided, however, that a height limit for any building or structure permitted as a conditional or special approval use may be set by the Planning Commission upon approval of a Site Plan.

22.3.1 This exemption shall not allow The Planning Commission and or Zoning Board of Appeals to allow a:

22.3.1.1 WTG height greater than allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS and/or [Section 21.47](#) or

22.3.1.2 Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS.

22.3.2 This exemption shall not apply in those instances where the County Airport Zoning Ordinance governs height within airport hazard areas.

**FINDINGS UNDER ARTICLE 23:**

**ARTICLE 23 SITE PLAN REVIEW**

Site Plan Review and approval of all development proposals listed below is required by the provisions of this Article. The intent of this Article is to provide for consultation and cooperation between the land developer and the Zoning Administrator so that beneficial utilization of the land is achieved at the same time that adverse effects upon the surrounding land uses are minimized consistent with the requirements and purposes of this Ordinance. Through the application of the following provisions, the attainment of the Comprehensive Plan of Otsego County will be assured and its communities will develop in an orderly fashion.

**SECTION 23.1 SITE PLAN REVIEW REQUIRED**

Site plan review is required for the following uses:

23.1.1 Any use or development for which the submission of a site plan is required by any provision of this Ordinance.

23.1.2 Any development for which off-street parking areas in excess of five (5) spaces are provided as required in this Ordinance.

Any use in a [B1](#), [B2](#), [B3](#) and [Industrial](#) zone.

Any Special Land Use (See [Article 19](#)).

(Note: An application for a zoning permit for a land use not requiring Site Plan Review shall contain a Plat Plan as outlined in [Article 25.3.3](#).)

## **SECTION 23.2 APPLICATIONS FOR SITE PLAN REVIEW**

An application for site plan review shall be obtained from the Zoning Administrator. The completed application and site plan shall be submitted to the Zoning Administrator along with fifteen (15) copies of each for distribution. The application, site plan and copies shall be submitted at least thirty (30) days prior to the next regularly scheduled meeting of the Planning Commission, in order to have the site plan review scheduled for that meeting. The applicant shall also meet requirements of [Article 27 Township Participation](#) in County Zoning. The application for site plan review and the site plan shall contain the following information:

23.2.1 The application shall, at a minimum, include the following information:

23.2.1.1 The applicant's name, address, and phone number in full.

23.2.1.2 Proof of property ownership, and whether there are any options on the property, or any liens against it.

23.2.1.3 A signed statement that the applicant is the owner of the property or officially acting on the owner's behalf.

23.2.1.4 The name and address of the owner(s) of record if the applicant is not the owner of record (or firm or corporation having a legal or equitable interest in the land), and the signature of the owner(s).

23.2.1.5 The address and or parcel number of the property.

23.2.1.6 Name and address of the developer (if different from the applicant).

23.2.1.7 Name and address of the engineer, architect and/or land surveyor.

23.2.1.8 Project title.

23.2.1.9 Project description, including the total number of structures, units, bedrooms, offices, square feet, total and usable floor area, parking spaces, carports or garages, employees by shift, amount of recreation and open space, type of recreation facilities to be provided, and related information as pertinent or otherwise required by the ordinance.

23.2.1.10. A vicinity map drawn at a scale of 1" = 2000' with north point indicated.

23.2.1.11. The gross and net acreage of all parcels in the project.

23.2.1.12. Land uses, zoning classification and existing structures on the subject parcel and adjoining parcels.

23.2.1.13. Project completion schedule/development phases.

23.2.2 The site plan shall consist of an accurate, reproducible drawing at a scale of 1"= 50 or fewer feet or less for sites of less than three (3) acres and 1"= 100 or fewer feet or less if the site is larger than three (3) acres. The site plan shall show the site and all land within fifty (50) feet of the site. If multiple sheets are used, each shall be labeled and the preparer

identified. All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect and each site plan shall depict the following:

- 23.2.2.1 Location of proposed and/or existing property lines, dimensions, legal descriptions, setback lines, monument locations, and shoreland and natural river district, if any.
- 23.2.2.2 Existing topographic elevations and proposed grades in sufficient detail to determine direction of drainage flows.
- 23.2.2.3 The type of existing soils at proposed storm water detention and retention basins and/or other areas of concern. Boring logs may be required if necessary to determine site suitability.
- 23.2.2.4 Location and type of significant existing vegetation.
- 23.2.2.5 Location and elevations of existing water courses and water bodies, including county drains and man-made surface drainage ways, flood plains and wetlands within fifty (50) feet of the parcel.
- 23.2.2.6 Location of existing and proposed buildings and intended uses thereof as well as the length, width, and height of each building and typical elevation views of proposed structures.
- 23.2.2.7 Proposed location of accessory structures, buildings and uses, including all flagpoles, light poles, bulkheads, docks, storage sheds, transformers, air conditioners, generators and similar equipment, and the method of screening where applicable.
- 23.2.2.8 Location of existing public roads, rights-of-way and private easements of record and abutting streets. Notation of existing traffic counts and trip generation estimates may be required if deemed appropriate by the Zoning Administrator or Planning Commission.
- 23.2.2.9 Location of and dimensions of proposed streets, drives, curb cuts, and access easements, as well as acceleration, deceleration and passing lanes (if any) serving the development. Details of entryway and sign locations shall be separately depicted with an elevation view.
- 23.2.2.10 Location, design, and dimensions of existing and/or proposed curbing, barrier free access, carports, parking areas (including indication of all spaces and method of surfacing), and fire lanes.
- 23.2.2.11 Location, size, and characteristics of all loading and unloading areas.
- 23.2.2.12 Location and design of all sidewalks, walkways, bicycle paths and areas for public use.
- 23.2.2.13 Location of water supply lines and/or wells, including fire hydrants and shut off valves, and the location and design of storm sewers, retention or detention ponds, waste water lines, clean-out locations, connection points and treatment systems, including septic systems if applicable.
- 23.2.2.14 Location of all other utilities on the site including natural gas, electric, cable TV, telephone and steam.
- 23.2.2.15 Proposed location, dimensions and details of common open spaces and common facilities such as community buildings or swimming pools if applicable.

- 23.2.2.16 Location, size and specifications of all signs and advertising features with elevation views from front and side.
- 23.2.2.17 Exterior lighting locations with area of illumination illustrated as well as the type of fixtures and shielding to be used.
- 23.2.2.18 Location and specifications for all fences, walls, and other screening features with elevation views from front and side.
- 23.2.2.19 Location and specifications for all proposed perimeter and internal landscaping and other buffering features. For each new landscape material the proposed size at the time of planting must be indicated. All vegetation to be retained on the site must also be indicated, as well as its typical size by general location or range of sizes as appropriate.
- 23.2.2.20 Location, size of all trash receptacles and other solid waste disposal facilities.
- 23.2.2.21 Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials, or hazardous materials as well as any containment structures or clear zones required by government authorities.
- 23.2.2.22 Identification of any significant site amenities or unique natural features.
- 23.2.2.23 Identification of any significant views onto or from the site to or from adjoining areas.
- 23.2.2.24 North arrow, scale and date of original submittal and last revision.
- 23.2.2.25 Seal of the registered engineer, architect, landscape architect, surveyor, or planner who prepared the site plan.

All site plans shall be sealed by a professional engineer, surveyor, architect or landscape architect. In the immediate area of the seal there shall also be the following statement, signed by the professional sealing the plans:

I do hereby certify that these plans have been prepared under my sustained review and, to the best of my professional knowledge, understanding and information; the design of this project is in compliance with the Otsego County Zoning Ordinance dated \_\_\_\_\_.

23.2.3 All projects requiring a site plan shall also require that the professional in charge of the project inspect and certify that the project has been constructed in accordance with the approved plans. The following format shall be used:

**FORM FOR CONSULTANT'S CERTIFICATE**

Date \_\_\_\_\_

Project name \_\_\_\_\_

Section \_\_\_\_\_, T \_\_\_\_\_ N, R \_\_\_\_\_ W, \_\_\_\_\_ Township,

Otsego County, Michigan.

I hereby certify that construction of

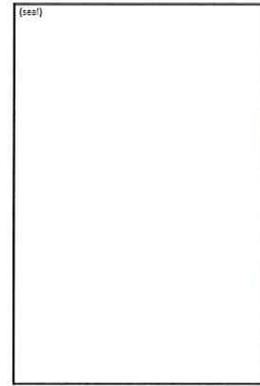
\_\_\_\_\_

is complete and that:

1. I have personally directed the supervision or inspection of the construction.
2. To the best of my professional knowledge, understanding and information, all improvements to date have been installed in accordance with the special use permit.
3. The project meets all requirements of the Otsego County Zoning Ordinance.

Signed \_\_\_\_\_

Registered Professional Engineer (or Surveyor,  
Architect or Landscape Architect)



23.2.4 The Planning Commission or Zoning Administrator may waive any site plan submittal requirement when any of the following circumstances are found to be in existence:

23.2.4.1 The data will serve no useful purpose. Circumstances have not significantly changed on the property since the last time detailed information on the site was submitted. Another reasonable circumstance or condition exists (not including the cost of complying).

23.2.5 Application fees must be paid when the application is submitted and sufficient escrow accounts may be established to cover the projected review costs.

### **SECTION 23.3 PRE-APPLICATION CONFERENCE**

A pre-application conference is not mandatory, but it is strongly advised. During this conceptual review phase, a generalized site plan is presented by a prospective applicant for consideration of the overall idea of the development. Basic questions of use, density, integration with existing development in the area and impacts on and the availability of public infrastructure are discussed. This conference is scheduled by a prospective applicant with the Zoning Administrator and such other representatives as described in the Planning Commission bylaws. At this meeting the applicant or his/her representative is also presented with the applicable procedures required by the Ordinance for approval of the proposed development and with any special problems or steps that might have to be followed, such as requests to the Board of Appeals for a variance. There is no charge or fee to the applicant for this meeting.

### **SECTION 23.4 AGENCY REVIEW**

The applicant shall submit a copy of required site plans and a blank comment form supplied by the Otsego County Zoning Administrator to designated Federal, State and Local agencies and departments for review as determined and requested by the Planning Commission or Zoning Administrator.

The applicant may be requested to submit site plans to one or more of the following agencies: the Otsego County Road Commission; the Michigan Department of Transportation; the Michigan State Police, the Otsego County Sheriff; the Otsego County Conservation District; the District Health Department; the Fire Department having jurisdiction; the Michigan Department of Natural Resources; the Michigan Department of Environmental Quality; the Otsego County Airport; or any other agency or department deemed necessary. After delivery of the application, site plans and

comment forms the applicant should submit proof of delivery to the Otsego County Zoning Administrator. Comments not received from reviewing agencies by the Zoning Administrator within fifteen (15) of days of delivery shall be considered approved without comment.

#### **SECTION 23.10 PERFORMANCE GUARANTEE REQUIRED**

In the interest of insuring compliance with the Zoning Ordinance provisions, protecting the natural resources and the health, safety and welfare of the residents of Otsego County and future users or inhabitants of an area for which a site plan for a proposed use has been submitted, the Planning Commission or Zoning Administrator may require the applicant to deposit a performance guarantee as regulated by [Article 25.6](#). The purpose of the performance guarantee is to insure completion of improvements connected with the proposed use as required by this Ordinance, including, roadways, lighting, utilities, sidewalks, drainage, fences, screens, walls, landscaping, and any other required improvements.

#### **FINDINGS UNDER ARTICLE 25**

#### **SECTION 25.6 PERFORMANCE GUARANTEES AND PERFORMANCE BONDING FOR**

#### **COMPLIANCE**

In authorizing any Zoning Permit, Special Land Use Permit, Planned Unit Development approval or variance, the body or official which approves the respective request, as designated by this Ordinance, may require that a performance guarantee or bond be furnished: (1) to insure compliance with the requirements, specifications and conditions imposed with the grant of such approval, permit or variance; (2) to insure the discontinuance of a temporary use by a stipulated time; and (3) to provide sufficient resources for the County to complete required improvements or conditions in the event the permit holder does not.

25.6.1 Improvements Covered: Improvements that shall be covered by the performance guarantee or bond include: streets and other roadways, utilities, fencing, screening, landscaping, common open space improvements, lighting, drainage and sidewalks. The performance guarantee shall meet the following requirements:

25.6.1.1 Form: The performance guarantee shall be in the form of cash, certified check, irrevocable bank letter of credit, surety bond, or similar instrument acceptable to the County Clerk, which names the property owner as the obligor and the County as the obligee.

25.6.1.2 Time when Required: The performance guarantee or bond shall be submitted at the time of issuance of the permit authorizing the activity of the project. If appropriate, based on the type of performance guarantee submitted, the County shall deposit the funds in an interest bearing account in a financial institution with which the County regularly conducts business.

25.6.1.3 Amount: The amount of the performance guarantee or bond should be sufficient to cover the estimated cost of the improvements or conditions. Additional guidelines for establishing the amount of a performance guarantee or bond may be prescribed by resolution of the County Board of Commissioners. If none are specified or applicable to the particular use or development, the County Board of Commissioners shall by resolution establish a guideline which it deems adequate to deal with the particular problem while ensuring the protection of the County and its inhabitants.

25.6.2 Return of Performance Guarantee or Bond: The County Clerk, upon the written request of the obligor, and pursuant to the procedure in the next subsection, shall rebate portions of the performance guarantee upon determination that the improvements for which the rebate has been requested have been satisfactorily completed. The portion of the performance guarantee to be rebated shall be in the same amount as stated in the itemized cost estimate for the applicable improvement or condition.

25.6.3 Withholding and Partial Withholding of Performance Bond: As required improvements are completed, or when all of the required improvements have been completed, the obligor shall send written notice to the County Clerk of completion of said improvements. Thereupon, the Zoning Administrator shall inspect all of the improvements and shall transmit a recommendation to the Planning Commission and County Board of Commissioners indicating approval, partial approval, or rejection of the improvements or approval with conditions with a statement of the reasons for any rejections. If partial approval is indicated, the cost of the improvement or condition rejected shall be set forth.

25.6.3.1 The Planning Commission shall approve, partially approve or reject the improvements or conditions with the recommendation of the Zoning Administrator's written statement and shall notify the obligor in writing of the action of the Planning Commission within thirty (30) days after receipt of the notice from the obligor of the completion of the improvements.

Where partial approval is granted, the obligor shall be released from liability pursuant to relevant portions of the performance guarantee or bond, except for that portion adequately sufficient to secure provision of the improvements not yet approved.

25.6.3.2 Should installation of improvements begin and fail to meet full completion based on the approved Site Plan, or if the project area is reduced in size and improvements are only partially completed or conditions only partially met, the County may complete the necessary improvements or conditions itself or by contract to an independent developer, and assess all costs of completing the improvements or conditions against the performance guarantee or bond. Any balance remaining would be returned to the applicant.

25.6.4 Performance Bond for Razing of Building: The Zoning Administrator may require a bond prior to the razing or demolition of principal structures and accessory structures having more than one hundred forty-four (144) square feet of floor area. The bond shall be determined according to a guideline of one thousand dollars (\$1,000.00) for each one thousand (1,000) square feet or fraction thereof of floor area of the structure to be razed. A bond shall be conditioned on the applicant completing the razing within such reasonable period as shall be prescribed in the permit and complying with such regulations as to health and safety as the Zoning Administrator, Fire Chief or the County Board of Commissioners may from time to time prescribe, including filling of excavations and proper termination of utility connections.

25.6.5 Record of Performance Guarantees: A record of authorized performance guarantees shall be maintained by the Zoning Administrator and the status thereof reported to the County Board of Commissioners at least quarterly.



County of Otsego  
**Office Of The Sheriff**

*"Serving and Protecting Since 1872"*

Matthew J. Nowicki  
SHERIFF

Matthew D. Muladore  
UNDERSHERIFF

Capt. Brian Webber  
JAIL ADMINISTRATOR

November 24, 2014

Mr. Vern Schlaud, Director  
Otsego County Land Use Services  
1322 Hayes Road  
Gaylord MI 49735-8396

RE: Alpine Clean Energy Power Plant  
Wolverine Power Co-operative rezoning request

Dear Mr. Schlaud:

Mr. John Ernst, P.E., representing Wolverine Power, has asked me to address the potential for "undue burden on law enforcement" created by construction and operation of the proposed power plant in Elmira Township, Otsego County, Michigan.

My primary concerns are citizen safety for those residing in the immediate area of the power plant, construction related traffic and perimeter security of the plant. I believe that Wolverine Power has satisfactorily addressed these issues. I do not anticipate that rezoning for this project will place an undue burden on law enforcement services provided by the Otsego County Sheriff's Office.

Wolverine Power has proven to be a reputable source of clean, reliable energy for many electric co-operatives in the lower peninsula. I believe the Alpine Clean Energy power plant will benefit Otsego County, and Northern Michigan, in various ways and I support this project.

Very Truly Yours,

Matthew J. Nowicki  
Otsego County Sheriff

xc: file

**Sheriff's Office & County Jail**

124 South Court • Gaylord, Michigan 49735-1309 • 989.732.3555 • Fax: 989.731.7299 • [www.otsegocountymi.gov](http://www.otsegocountymi.gov)



December 4, 2014

Mr. Vern Schlaud  
Otsego County Land Use Services Department  
1322 Hayes Road  
Gaylord, MI 49735

RE: Supplemental Information to the Wolverine Power Cooperative (Wolverine) Special Use Permit Application (SUP) for the proposed Alpine Power Plant

Dear Mr. Schlaud,

Attached, please find a Supplemental Information document to the SUP Narrative for Wolverine's proposed Alpine Power Plant project. This document contains additional information to further describe several important aspects of the project and also makes typographical corrections to the text of the original SUP Narrative.

I have also attached a summary list of proposed conditions for the SUP that are intended to address important items regarding the Alpine Power Plant project raised by community members and by county and township officials during the public review of this proposed project. The proposed conditions include sound management, alternate landscaping plan, vegetation/forest management plan, structure height and fences, lighting, and future site restoration.

We look forward to meeting with Otsego County and Elmira Township to further review the Wolverine Alpine Power Plant SUP. Thank you

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian L. Warner", is written over a light blue horizontal line.

Brian L. Warner  
Vice President – Environmental Strategy  
Wolverine Power Cooperative

Exhibit 16



Proposed Alpine Power Plant  
Otsego County, Michigan

**Supplemental Information  
to the Special Use Permit Narrative**

**and**

**Site Restoration Plan**

December 4, 2014

Prepared by:  
Wolverine Power Cooperative  
10125 W. Watergate Road  
P.O. Box 229  
Cadillac, MI 49601

## **Table of Contents**

Supplemental information to the Special Use Permit Narrative, dated November 21, 2014, is being submitted for the following sections:

**I. Article 19 - Permitted Uses Subject to Special Conditions**

- Sound Management Plan

**II. Article 21 - Specific Requirements for Certain uses**

- Clarification of security fence heights and gates
- Comprehensive Vegetation Management Plan
- Clarification of lighting plan

**III. Article 22 - General Exception for Area, Height, and Use**

- Update on structure heights
- 

**IV. Site Restoration Plan**

- This new information is being submitted at the end of this document ensure the subject property is reusable upon decommissioning and closure of the power plant.

**V. Proposed Conditions of the Special Use Permit**

**Appendix A:** Hessler Associates, Inc., Sound Modelling Report and Technical Memo

## Introduction

This document provides additional information to further describe several important aspects the project and is intended to supplement the information previously submitted in the Special Use Permit Narrative, dated November 21, 2014.

### I. Article 19 – Additional Information

#### SECTION 19.7 STANDARDS FOR SPECIAL LAND USE APPROVAL

**19.7.1** The property subject to the application is located in a zoning district in which the proposed special land use is allowed.

*Typographical correction:* There was an incorrect reference to the 2011 ANSI B133.8 standard as B113.8 in this section.

**19.7.3** The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors, or the accumulation of scrap material that can be seen from any public highway or seen from any adjoining land owned by another person.

The following information summarizes the Sound Management Plan for the proposed Alpine Power Plant and provides recommended audible (dBA scale) and low frequency non-audible (dBC scale) sound limits for the Special Use Permit (SUP) application submitted to Otsego County on November 21, 2104. A sound modeling report for the proposed project prepared by Hessler Associates, Inc. is also attached in Appendix A.

The proposed SUP sound limits were developed after Wolverine considered the results of the modeling study, Hessler Associates' recommended sound attenuation measures, and a review of applicable sound emission guidance and standards.

#### Sound Attenuation Measures

The following measures will be taken to address community noise concerns.

Recommended sound attenuation equipment is depicted by the SUP site map drawing No. M204.

- Specially designed noise mitigation equipment has been selected for this project which includes:
  - Noise reduction at the air inlet / filter system using an 8 foot silencer
  - Noise attenuating equipment enclosure on each combustion turbine
  - High efficiency exhaust silencer on the combustion turbines

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### **Sound Attenuation Measures Continued**

- Sound isolation walls, surrounding primary noise sources, enclosing the inlet plenum, load compartment, exhaust diffuser and the generator for each unit
- Low noise fans for the fin fan cooler
- Low noise features on the generator step-up transformers
- Additional sound isolation walls may be added to improve site specific performance, if required, based on the results of additional noise modeling and testing after installation of the gas turbines.
- Property line setbacks that greatly exceed minimum standards: 500 to 1200 feet from the generating units
- Vegetated buffer zones

### **Recommended SUP Sound Limits**

All of the following sound limits apply during the operation of both gas turbines:

- 59 dBA and 76 dBC at 400 feet (ANSI B133.8 2011 compliance standard)
- 47 dBA and 65 dBC at 1,500 feet from the nearest gas turbine

The 47 dBA and 65 dBC recommended sound limits at 1,500 feet are designed to meet the ANSI B133.8 2011 "Gas Turbine Installation Sound Emissions" (Appendix A and B) guidance. The 400 foot distance is the standard measurement distance associated with the ANSI B133.8 2011 test protocol.

### **Recommended Sound Compliance Schedule**

Wolverine recommends the following sound limit compliance schedule:

#### **Initial Performance Test**

Within 180 days after the first day of commercial operation of both gas turbines

#### **Additional Compliance Test Schedule**

Every three years after date of commercial operation

At the direction of Otsego County. However, at no shorter schedule than an annual schedule.

### **Recommended Sound Compliance Locations and Methods**

#### **Initial Performance Test Measurement Locations**

- 59 dBA and 76 dBC at 400 feet radius at ANSI B133.8 2011 specified locations (average value from up to eight locations)
- 47 dBA and 65 dBC as measured at 1,500 feet due east of the northern turbine.

#### Any Additional Sound Measurement Locations and Methods

After the initial compliance measurement confirms compliance with SUP sound limits, all future compliance tests will be completed at the 400 foot ANSI B133.8 2011 standard with up to eight sound measurement locations. All sound compliance measurements will be completed during the operation of both of the gas turbine units. All sound compliance measurements must be completed in accordance with ANSI B133.8 2011 certification standards.

#### Sound Modeling Study

The attached sound modeling report for the Alpine Power Plant project was completed by Mr. George F. Hessler of Hessler Associates, Inc. This report provides the basis for the recommended SUP sound limits. Mr. Hessler is well qualified to prepare these recommendations for Wolverine, since he has been responsible for the noise control design of over 300 combustion turbine sites in the U.S. and throughout the world. He was a co-author of the original ANSI B133.8 guidance and continues to work on the standard as a member of the update/revision committees.

The attached modeling report provides modeling predictions of A- and C-weighted sound levels in the vicinity of the project, but should not be considered as SUP sound level limits or sound limits offered by Wolverine. Confirmation of the compliance with the SUP sound limits will be established through field measurements using ANSI B133.8 2011 certification standards.

The November 21, 2014 SUP Narrative did not include information regarding smoke, fumes, glare, odors, and/or accumulation of scrap material. The following information addresses these items.

The natural gas fired turbines in the proposed power plant are inherently clean burning. The exhaust from the turbines will not emit smoke, fumes, or odors during normal operations. There should not be any glare from equipment or other surfaces due to reflection since there will only be common, ordinary materials used for the buildings and equipment, such as painted metal or steel equipment and buildings, and gravel or asphalt-surfaced grounds. Operation of the plant will not generate or require the accumulation of scrap materials. Dumpsters will be located on site and emptied on a regular basis for disposal of any miscellaneous scrap materials.

There is a diesel back-up generator incorporated into the power plant design that will emit diesel exhaust. It will not be used for normal operations but would be used only if/when power was not available to start the turbines. A second diesel engine is designed into the emergency water pump house that will emit diesel exhaust. They are

typically tested quarterly but are otherwise not used during routine power plant operations.

There is no equipment in the breaker station that will generate any smoke, fumes, or odors. The equipment is typically painted a dull gray color or is galvanized steel that will not create glare. Any scrap material generated during maintenance operations are either removed from the site or a temporary dumpster is utilized and removed upon completion of maintenance work.

## **II. Article 21 – Additional Information**

### **ARTICLE 21 SPECIFIC REQUIREMENTS FOR CERTAIN USES**

#### **SECTION 21.10 FENCES**

The height of the permanent chain-link security fence around the power plant and substation will be seven feet plus another one-foot for the 3-strand barb wire cradle extension for a total of eight feet. Sheet C-1.5 incorrectly labelled the overall fence height as seven feet. The National Electric Safety Code (CS-2012 Section 11) specifies that fences shall be at least seven feet high for electrical facilities. There will be a four-strand smooth wire fence around the property perimeter which is approximately three feet high.

Driveway entrance swing gates will be permanent and not temporary as incorrectly shown on Sheet C-1.2. These gates will be chain locked when Wolverine personnel are not present which will prevent inadvertent vehicle access to the interior of the property. The swing gates will be approximately 85 feet from the edge of the M-32 pavement (rather than the 65 feet shown on the drawings) to allow larger vehicles to pull completely off the road before unlocking the gates. Also, there will be a swing gate on the main power plant driveway that is not currently shown on Sheet C-1.1.

#### **SECTION 21.18 LANDSCAPING**

Vegetated buffers at this project site are required to minimize the potential for negative impacts and on the surrounding properties and land uses. An Alternate Landscaping Plan and a Forest Health Management Plan will be developed in cooperation with the Otsego County Soil Conservation District and subject to the approval of the Otsego County Land Use Services Director.

The two vegetation-related plans will address two issues: 1) required plantings at the time of construction, which is described in the Alternative Landscaping Plan, and 2) long term maintenance of the existing wooded areas and roadside trees, which is described in the Forest Health Management Plan.

#### **Alternative Landscaping Plan**

This plan is provided in lieu of following the specific planting requirements of Section 21.18 of the Otsego County Zoning Ordinance. It will follow the spirit of the ordinance by meeting the following requirements:

- Additional evergreen trees and shrubs will be planted to screen the open field views to the west and south sides of the switch yard property and fill in any roadside openings in the tree screen along the south side of M-32 Highway. The east side of the switchyard property is already screened with existing hardwoods and pine trees.
- Additional evergreen trees and shrubs will be planted at the main driveway entrance area to the power plant to screen views from M-32 Highway.
- The north side of the open field to east of the power plant site (also known as Parcel 2) will be planted with a mix of tree and shrub seedlings to establish a wooded buffer along the north property line.
- Total screening effectiveness of the planted buffers shall be equal to or greater than that provided by strict compliance with the requirements of Tables I and II of Section 21.18. Total screening effectiveness shall be based on the total cross projected area of all proposed vegetation compared to the total cross sectional area of vegetation requirements outlined in Tables I and II.
- Vegetation that will be planted shall consist of native plant species and suited to the soils, climate, and environmental conditions (i.e., wind, precipitation, temperature, salt-spray, deer, etc.).
- Planted vegetation will be a mix of native species to promote year around screening of the site and varying sizes of trees and shrubs to maintain a dense visual screen.
- Vegetation shall be established with the aim of providing an irregular, naturalized appearance rather than straight line plantings.

#### **Forest Health Management Plan**

This plan will be designed to ensure that the existing wooded areas remain healthy over the life of the power plant and switchyard facilities and function effectively as buffers to the surrounding properties and road ways.

The Forest Health Management Plan will include periodic assessment of the site vegetation. The purpose of this assessment will be to determine if active management will be required. Active management practices may include, but are not necessarily limited to, replacement of dead/damaged vegetation that creates an opening in vegetation screening, removal of diseased or hazardous trees, removal of mature trees

to promote denser understory growth, and/or development of a diversity of species and age classes appropriate to maintain an effective buffer between the facilities and surrounding properties.

Any additional tree and vegetation removal will be limited to that necessary for forest health measures and potential project maintenance activities, but for all purposes, limited to not more than an aggregate of five acres of tree harvesting and vegetation removal. Any activities requiring more than five acres of clearing will require an amendment to the Special Use Permit.

Assessment of the site vegetation will be completed one year after the plant becomes operational and at least every three years after that. Site assessment protocol will be included in the Forest Health Management Plan.

#### **SECTION 21.19 LIGHTING, OUTDOOR**

Wolverine's outdoor lighting fixtures used at the power plant and switchyard will be an LED light source that will be fully compliant with the Zoning Ordinance requirements specified in this section. Fixtures will be used that:

- Do not direct light off the property
- Have shielded light sources or lenses
- Have light sources or lenses that are not directly visible from beyond the boundary of the site
- Point downward and have full cut-off optics to prevent the spread of light beyond the horizontal plane.

Sheet C-5.0 and 5.1 will be modified and submitted for final approval by the Land Use Services Director based on specific requests to eliminate glare from site lighting fixtures. All fixtures will be selected and oriented so as to be in full compliance with the ordinance and shielded such that the light bulb, reflector and any refractive elements will not be visible off the Wolverine property.

### **III. Article 22 – Additional Information**

#### **SECTION 22.3 HEIGHT LIMIT**

Height limitations shall not apply to farm silos, chimneys, church spires, flag poles, or public monuments; provided, however, that a height limit for any building or structure permitted as a conditional or special approval use may be set by the Planning Commission upon approval of a Site Plan.

The height of the two exhaust stacks (i.e., chimneys) for each turbine unit was stated as being up to 100 feet high in the 11/21/14 SUP Narrative. The final design for the combustion turbine exhaust stack height has been determined to be approximately 85 feet tall. As was previously stated, the exhaust stack height is based on air emissions modelling specifications and MDEQ air permit requirements in order to provide necessary dispersion of the turbine exhaust.

In addition to the Air Inlet Filter House being 70 feet high, there will be several appurtenant structures in the switch yard and generation substation areas, such as lightning protection masts and transmission line support structures (i.e., steel columns), that will be up to 60 feet high. There will also be a 40-foot high emergency water tank south of the two turbines that will contain water for emergency fire suppression capabilities. Wolverine will provide access to the Elmira-Warner fire department for refilling their water supply tankers for firefighting operations at other locations in their jurisdiction.

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#### **IV. Site Restoration**

This section summarizes Wolverine's Site Restoration Plan for the proposed Alpine Power Plant and provides a recommended financial assurance mechanism to Otsego County. With the conditional rezoning of the project property, and its reversion to the "AR" zoning district, the Site Restoration Plan will enable the property to be used in accordance with the "AR" zoning.

The power plant site (northern 88 acre property) will be considered subject for closure and decommissioning after two years of non-operation. The site decommissioning and restoration will be completed within two years after a determination of the closure of the power plant site has been made by Otsego County.

##### **General Scope of Work for the Power Plant Decommissioning**

Removal for recycling, re-use or disposal of all Wolverine facilities and materials including:

- Power plant materials including lube oil, diesel fuel
- Gas turbine equipment and auxiliary equipment (transformers, emergency fire pump generator, etc.)
- Power plant buildings
- Water storage tank
- Light poles and foundations
- Fencing
- Gravel
- Asphalt and concrete paving
- Power lines to the switchyard
- Underground facilities including:
  - Underground lines and cables
  - Concrete foundations, but not underground foundation pilings to be located at least four feet below finished grade.
  - Stormwater drains and lines

##### **Items not Scheduled for Closure and Decommissioning**

- The switch yard station located on the southern 80 acre property
- Power plant gas line. This line could be owned and operated by an interstate gas company and is expected to be decommissioned following appropriate industry and regulatory standards.
- Power plant gas line interconnection station with the interstate transmission pipeline. This station will be owned by the interstate gas company.

### Site Revegetation

After the completion of the decommissioning of the power plant property, the power plant site will be revegetated with native grasses, forbs, shrubs and trees.

### Estimated Decommissioning and Site Restoration Costs

Wolverine estimates that site decommissioning and site restoration will cost approximately \$188,000, as shown below:

<u>Demolition/Restoration Item</u>	<u>Cost Estimate</u>
Concrete excavation 3,400 yards @ \$36/yard	\$122,400
Concrete recycling 3,400 yards @ \$2.50/yard	\$8,500
Asphalt removal and recycling 64,000 sq. feet at \$0.30/sq. foot	\$19,200
Gravel removal 2,900 yards @ \$8/yard	\$23,200
Tree and vegetation plantings 13 acres @ \$1,100/acre	<u>\$14,300</u>
<b>Total Estimated Costs</b>	<b>\$187,600</b>

For concrete removal cost comparison purposes, the square foot volume for the power plant project is estimated at 39,323 square feet.

### Financial Assurance

Prior to the commencement of construction of the power plant Wolverine will establish an escrow bank account maintained by Wolverine and accessible by Otsego County after the closure of the plant. Wolverine will prepare and enter into an escrow account agreement with Otsego County documenting the ability of Otsego County to access the escrowed site restoration bank account. Prior to the commencement of construction, Wolverine will fund the escrow account with a payment of \$188,000.

## **V. Proposed Conditions of the Special Use Permit**

Wolverine proposes the following conditions for the Special Use Permit in order to comply with the requirements of the Otsego County Zoning Ordinance. This list of conditions is based on comments received from community members and township and county officials during the public review of this project. The list also includes conditions that require Planning Commission approval in order to comply with the Otsego County Zoning Ordinance. The specifics of each condition are described in the SUP Narrative, dated 11/21/14, and the Supplemental Information to the SUP Narrative herein.

### **1. Sound Management Plan**

In accordance with the sound management plan outlined in Section I of the Supplemental Information to the SUP Narrative, Wolverine proposes to comply with the ANSI B133.8, 2011 "Gas Turbine Installation Sound Emissions" Appendix A and B, standard, implement the sound attenuation measures, and sound compliance testing schedule.

### **2. Security Fence Heights**

Wolverine requests approval to install security fences and gates up to eight (8) feet high at the power plant and switch yard facilities in compliance with the applicable National Electric Safety Codes, CS-2011 Section 11, which is described in Section II of the Supplemental Information to the Special Use Permit Narrative.

### **3. Vegetation Management Plan**

Wolverine proposes to implement a comprehensive Vegetation Management Plan that includes an Alternate Landscaping Plan and a Forest Health Management Plan. Both plans will be developed in cooperation with the Otsego County Soil Conservation District and subject to the approval of the Otsego County Land Use Services Director. Each plan is described in Section II of the Supplemental Information to the Special Use Permit Narrative. The scope of this plan includes the additional landscape plantings for screening, additional tree seedling plantings in the open fields, long-term management of the existing wooded areas and road side trees.

### **4. Height of Structures**

Wolverine requests approval for the certain structures at the power plant and switchyard that exceed the nominal heights for zoning district 'B3' including the exhaust stacks, air inlet filter housing, emergency water storage tank, and lightning protection masts and transmission line support structures. Wolverine will provide access to the Elmira-Warner fire department for refilling their water supply tankers for firefighting operations at other locations in their jurisdiction. These structures are described in Section III of the Supplemental Information to the Special Use Permit Narrative.

### **5. Site Restoration Plan**

In accordance with the Site Restoration Plan outlined in Section IV of the Supplemental Information to the SUP Narrative, Wolverine proposes to implement the General Scope of Work for the Power Plant Decommissioning, the Site Revegetation, and the create the Financial Assurance/Escrow Account.

## **APPENDIX A**

### **Hessler Associates, Inc., Sound Modelling Report and Technical Memo**



## TECHNICAL MEMORANDUM

**Title:** Recommended Acoustical Design Criteria

**Project:** Alpine Power Plant, 2 x GE 7FA Simple Cycle  
**Location:** Elmira Township, Otsego County, MI  
**Prepared For:** Wolverine Power Cooperative  
**Prepared By:** George F. Hessler, Jr., P.E.  
**Revision:** A  
**Issue Date:** December 3, 2014  
**Reference No:** TM-112814-A

**Attachments:** **Plot 1** Facility Sound Emissions Contours – A-weighted  
**Plot 2** Facility Sound Emissions Contours – C-weighted

### 1.0 Introduction

Hessler Associates, Inc. has been asked by Wolverine Power Cooperative to review the plans for the proposed Alpine Power Plant near Elmira, MI and to recommend appropriate acoustical design goals for the plant, a two unit GE 7FA simple cycle facility, given its location in a quiet rural area. A noise model of the plant was also developed based primarily on first-hand measurements of similar GE 7FA installations for comparison to the design criteria.

### 2.0 Recommended Design Criteria

The facility is located in a rural area where the nearest residence is approximately 1500 feet to the southeast of the plant on the south side of Route 32. The next nearest residences are to the northeast and west at considerably further distances.

Based on the siting guidelines given in Appendices A and B of ANSI B133.8 2011 “Gas Turbine Installation Sound Emissions”, we would recommend designing the plant so that its sound emissions do not exceed **47 dBA** and **65 dBC** at a distance of 1500 feet from the footprint of the equipment. These values take into consideration the rural residential nature of the site environs and assume that the plant is most likely to operate intermittently and typically during the day. The A-weighted limit may be thought of as a cap on audible, mid-frequency sound, whereas the C-weighted limit specifically restricts the low frequency, often inaudible, sound emissions, which, if high enough in magnitude, can become perceptible and annoying, particularly in quiet rural areas.



It is generally agreed among experts in the field that a level of 65 dBC or less for a source such as this without any distinctive tones or impulsivity essentially precludes the possibility of an adverse impact from low frequency noise<sup>123</sup>. As a side note I'd like to add that I was a co-author of the original ANSI B133.8 standard in 1974-75 and still serve on the committee for periodic updates, the last of which was in 2011. I have used this standard for decades now and find that it works very well to establish acceptable A- and C-weighted design goals.

### 3.0 Sound Emissions Testing

ANSI B133.8 also provides a rigorous sound test protocol for certifying plant performance based on measurements at a standard distance of 400 feet from the equipment envelope. Measurements are prescribed at a minimum of four locations in the cardinal directions and at up to eight locations if the 45 degree directions are included. The log average of the sound levels at the 4 to 8 locations after correction for potential background noise is taken as the performance of facility at the standard test distance.

In this instance it is the sound level at 1500 feet that is of interest and the point of application of the design criteria. The nominal conversion from 1500 feet to the standard ANSI test distance of 400 feet, based primarily on distance and other minor losses is summarized in the following table. It should be noted that this conversion is somewhat conservative in that it neglects any losses due to intervening wooded areas or ground absorption.

**Table 1**  
Conversion of 1500 ft. Sound Levels to Standard Test Distance of 400 ft.  
Both Units in Operation

Description	dBA	dBC
Nominal Compliance Levels at 1500 feet	47	65
Conservative Distance Adjustment from 1500 to 400 feet	12	11
<b>Nominal Compliance Levels at 400 feet</b>	<b>59</b>	<b>76</b>
Typical Measurement Tolerances	+/- 1	+/- 2

Consequently, measurement results of 59 dBA and 76 dBC, or less, at 400 ft. can be taken as demonstrating compliance with the 1500 ft. design criteria.

Compliance may also be evaluated more directly by actually measuring at 1500 feet, but at such distances it may be difficult to definitively distinguish between the sound emissions of the plant and unrelated background noise. In all likelihood the total measured sound level would need to be

<sup>1</sup> R. M. Hoover, "Beware low frequency gas turbine noise", *Power Magazine*, May 1973.

<sup>2</sup> G. F. Hessler, "Proposed criteria in residential communities for low frequency noise emissions from industrial sources", *Noise Control Engineering Journal*, Vol 52, No.4, July-August 2004.

<sup>3</sup> N. Broner, "A simple criterion for low frequency noise emission assessment", *Journal of Low Frequency Noise, Vibration and Active Control*, Vol 129, no.1, Multi-Science Publishing, 2010.

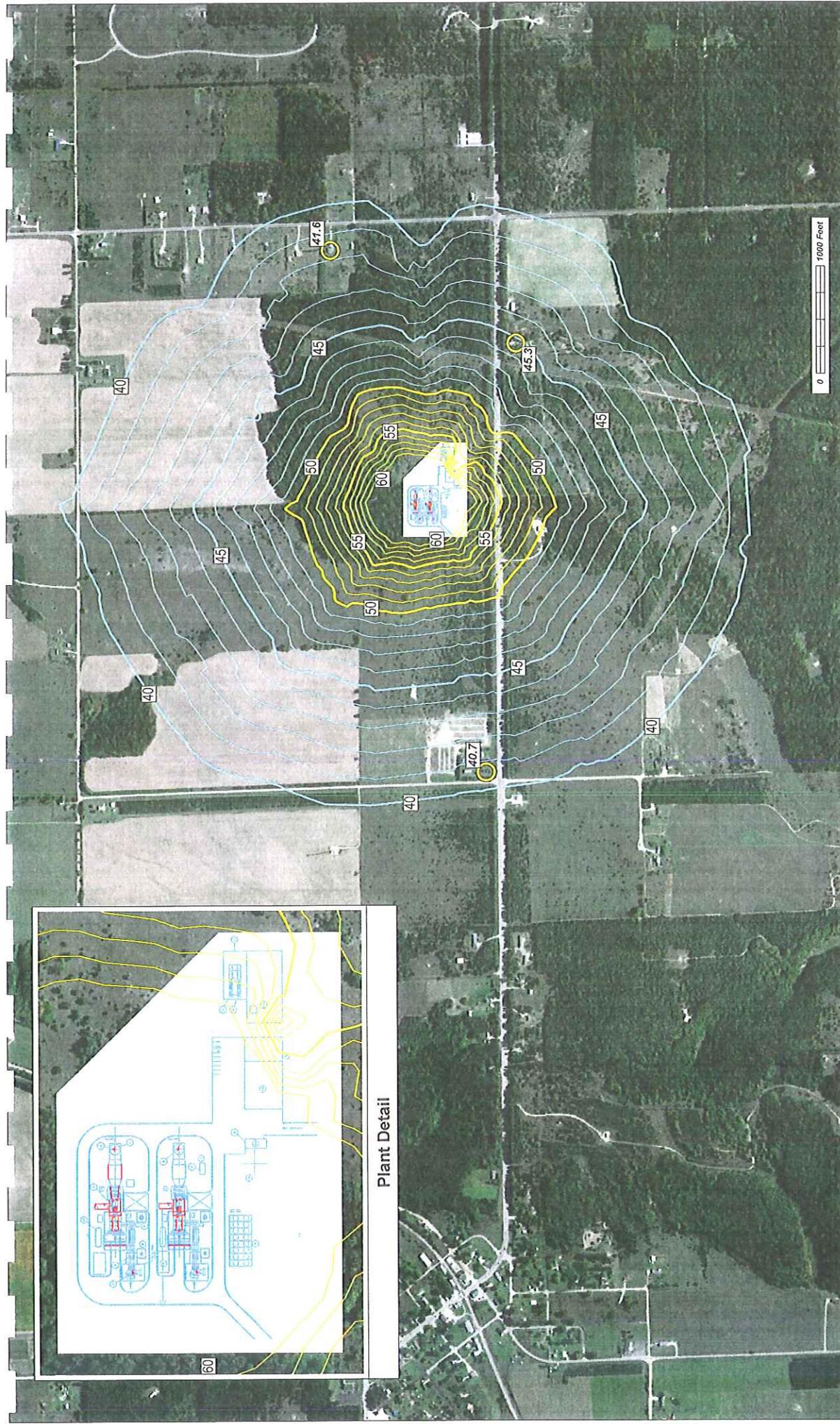


corrected for background noise by subtracting the plant-off sound level at the test position from the plant-on level in accordance with ANSI B133.8. A single test position 1500 ft. due east of the facility on the site property is suggested for this test because that location is remote from local roads minimizing the influence of background contamination. Such a test would also serve to quantify the actual, in-situ conversion between the criterion distance of 1500 feet and the standard test distance of 400 feet, which could be used in all future testing to determine the equivalent compliance levels at 400 feet.

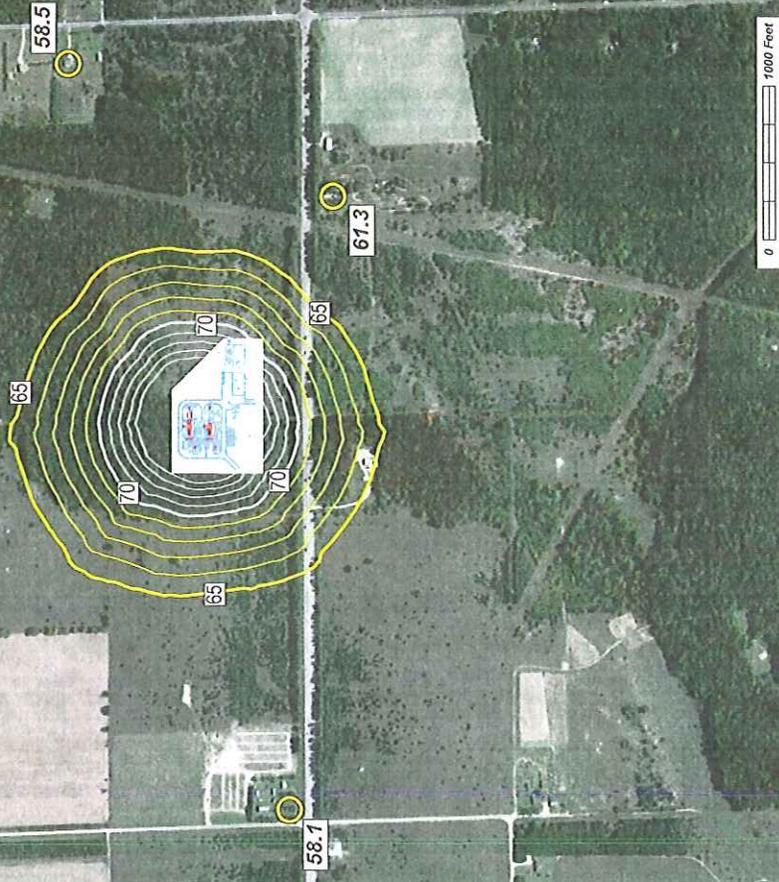
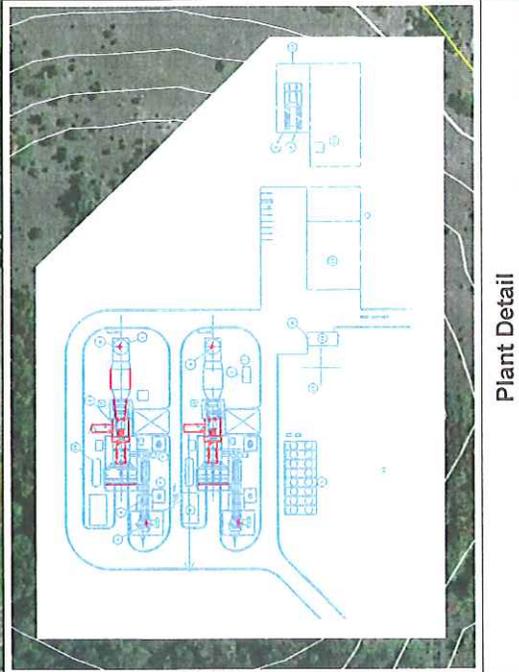
#### 4.0 Anticipated Facility Sound Levels

An acoustical model of plant has been developed based on field measurements of a very similar 2 X 7FA simple cycle facility, the noise abatement features currently planned and measurements at other 7FA plants. **Plots 1 and 2** show the expected A- and C-weighted sound contours from the facility. Both plots are taken out to the A- or C-weighted sound levels (40 dBA and 65 dBC) where the sound emissions from the facility are so low that they would normally be considered negligible, if audible at all over the background. The results at the residential design points indicate that the design goals of 47 dBA and 65 dBC should be met at the nearest house to the southeast and at all other potentially sensitive receptors.

Continued attention to noise abatement is recommended throughout the design process to ensure that the model results are realized.



<b>Project:</b> Alpine Power Plant	<b>Description:</b> Plot 1	<b>Legend:</b> Nearest Houses
<b>Prepared for:</b> Wolverine Power Cooperative	<b>Expected Plant Sound Emissions (dBA) with Both Units in Operation</b>	3862 Clifton Manor Place, Suite B Haymarket VA, 20169 <a href="http://www.hesslermoise.com">www.hesslermoise.com</a> [703] 753-2291 [703] 753-1602
<b>Date:</b> December 2, 2014	<b>Drawing #:</b> WA-Rev-C-1-1	



<b>Project:</b> Alpine Power Plant	<b>Description:</b> Plot 2	<b>Legend:</b> Nearest Houses
<b>Prepared for:</b> Wolverine Power Cooperative	<b>Expected Plant Sound Emissions [dBC]with Both Units Operating</b>	3862 Clifton Manor Place, Suite B Haymarket VA, 20169 <a href="http://www.hesslermoise.com">www.hesslermoise.com</a> [703] 753-2291 [703] 753-1602
<b>Date:</b> December 2, 2014	<b>Drawing #:</b> WA-Rev-C-1-2	
<p><b>Hessler Associates, Inc.</b>          WORLDWIDE CONSULTING IN ENGINEERING/ACOUSTICS</p>		

**OTSEGO COUNTY  
PLANNING COMMISSION**

**PSUP14-004  
SPECIAL USE PERMIT**

**060-020-300-010-00 /060-020-300-005-01 /060-020-400-010-00 /060-020-400-005-02**

***Exhibit List***

- Exhibit #1:* Applications for case PSUP14-004 submitted by Applicant *(SEE NARRATIVE)*
- Exhibit #2:* Otsego County Zoning Map Effective Date March 20, 2010
- Exhibit #3:* Otsego County Zoning Ordinance Effective March 20, 2010/Amended July 2014
- Exhibit #4:* Copies of four (4) *Property Owner Option Agreements* purchasing properties *(SEE NARRATIVE)*
- Exhibit #5:* Representation letter from Wolverine Power Cooperative stating Brian Warner as representative *(SEE NARRATIVE)*
- Exhibit #6:* Site Plan for case PSUP14-004 submitted by Applicant
- Exhibit #7:* Public Hearing Notice
- Exhibit #8:* Letter to Elmira Township Planning Commission dated December 1, 2014
- Exhibit #9:* Response dated \_\_\_\_\_ from Elmira Township
- Exhibit #10:* Map and list of parties notified
- Exhibit #11:* Receipt #01305532
- Exhibit #12:* General Finding of Fact/PSUP14-004
- Exhibit #13:* Specific Finding of Fact/PSUP14-004
- Exhibit #14:* Letter from the Elmira Township Fire Department dated November 17, 2014 *(SEE NARRATIVE)*
- Exhibit #15:* Letter from the Otsego County Sheriff Department dated November 24, 2014
- Exhibit #16:* Letter with summary list of proposed conditions from Wolverine Power Cooperative dated December 4, 2014
- Exhibit #17:* Supplemental Information to the Special Use Narrative and Site Restoration Plan
- Exhibit #18:*

## Utilities

The county's utility system includes the private suppliers of electric, natural gas, telephone, solid waste disposal and cable television services along with the publicly owned and operated Gaylord water and sewer systems. These suppliers (with the exception of the Gaylord systems) are faced with the task of providing services to a relatively low density, dispersed population.

### Electric

The most widely distributed service is electricity provided by Consumers Power and Great Lakes Energy. Electrical service has expanded rapidly over the past ten (10) years. The expansion of electrical service customers is expected to continue to grow into the next century as Otsego County's population continues to grow and the business and industrial sector with it. ~~At the present time, there are no problems envisioned in regard to expanding service to new users and meeting future demands.~~

In October, 2014, Wolverine Power Cooperative of Cadillac, MI, proposed to construct a natural gas turbine power generation facility one (1) mile east of Elmira in Otsego County. Wolverine Power requested a "conditional rezoning" of one hundred sixty-eight (168) acres on M-32 in Elmira Township from AR/Agricultural Resource and B2/General Business to B3/Business and Light Manufacturing. The Elmira Township and Otsego County Planning Commissions approved the B3 rezoning in November, 2014. B3 zoning allows power generation plants as a Permitted Use Subject to Special Conditions. The Otsego County Board of Commissioners gave final approval for this project on November 25, 2014.

The plant will include two (2) 200-megawatt generators, control and maintenance buildings and other infrastructure to support the "peaking plant" – defined as a facility to enhance the production of electricity for times of high demand from the electrical grid. Wolverine Power will limit the operation of the plant to no more than three thousand (3000) hours per year. The property acquired by Wolverine Power was somewhat unique in that it has two (2) thirty-six inch (36") diameter natural gas lines on the east end and existing power transmission overhead lines on the west end. It is scheduled to be completed in Spring, 2016.

### Telephone Service

Telephone land service is the other private utility found throughout the entire county. Service is presently provided by Frontier, CenturyTel, Pigeon, Charter Communications and AT&T. Wireless services are provided by Verizon and AT&T.

### Gas Service

Natural gas is provided to portions of the county by the Michigan Consolidated Gas Company (MichCon). Gas is supplied by a pipeline that generally follows Interstate 75 (I-75), providing service to the Waters, Gaylord, and Vanderbilt areas. Bottled gas, provided by private suppliers, is widely used for heating and cooling in portions of the county located away from the natural gas line.

### Water & Sewer

Gaylord's water and sewer system currently serves the City of Gaylord as well as developed areas immediately adjacent to the city especially to the north and east.



## PLANNING COMMISSION 2015 MEETING DATES

Meetings are held in the multipurpose room at the  
Otsego County Land Use Services / Building Department facility, \*1322 Hayes Road\*, Gaylord, Michigan

**ALL MEETINGS BEGIN AT 6:00 PM  
THIRD MONDAY OF EACH MONTH**

### MONDAY EVENINGS

**JANUARY 19, 2015**

**FEBRUARY NO MEETING SCHEDULED/PRESIDENT'S DAY**

**MARCH 16, 2015**

**APRIL 20, 2015**

**MAY 18, 2015**

**JUNE 15, 2015**

**JULY 20, 2015**

**AUGUST 17, 2015**

**SEPTEMBER 21, 2015**

**OCTOBER 19, 2015**

**NOVEMBER 16, 2015**

**DECEMBER 21, 2015**

**ANY CHANGES TO THE MEETING DATES, TIMES OR LOCATIONS SHALL BE MADE PUBLIC  
AT LEAST EIGHTEEN (18) HOURS PRIOR TO THE MEETING IN QUESTION.**

Visit the County Website Events Calendar for any updates to meeting postings: <http://www.otsegocountymi.gov/events-calendar-9/>

*In compliance with the Americans Disabilities Act, persons with physical limitation that may tend to restrict access to or participation in this meeting should contact the Land Use Services office (989-731-7420) at least twelve (12) hours prior to the scheduled start of the meeting.*

## Sample Checklist to Guide Decisions on Dimensional Variances

2. The most common requests for a variance arise from specific dimensional requirements of the ordinance, such as yard requirements, setback lines, lot coverage, frontage requirements and density regulations.

Where there are *practical difficulties* preventing a property owner from conforming with the strict letter of the ordinance, the ZBA has the power to grant nonuse or dimensional variances. Typically, the following circumstances must exist:

1. Dimensional zoning requirements cannot be met on an existing lot due to narrowness, shallowness or irregular shape, or the topography or natural characteristics of the site (such as a wetland, floodplain, bedrock condition, etc.) inhibit the lawful location of a principal or accessory structure (such as a septic system, garage, shed).
2. The problem creates a practical difficulty which is unique (because of the above or similar reasons) and is not shared by neighboring properties in the same zone. If the ZBA finds that the problem is not unique, but common, amending the ordinance or a rezoning should be pursued by the applicant.
3. The practical difficulty was not created by an action of the applicant. It either existed at the time of adoption of the requirement from which the variance is requested, or is necessary as the result of governmental action such as a road widening. A self-created hardship is not typically a valid basis for a variance.
4. The appellant presents information showing that the requested variance:
  - a. Will not be contrary with the intent and purpose of the zoning ordinance;
  - b. Will not cause a substantially adverse effect upon adjacent properties;
  - c. Will relate only to the property under control of the appellant;
  - d. Will not essentially alter the character of the surrounding area; (e) Will not increase the hazard from fire, flood or similar dangers; and (f) Will not increase traffic congestion;
- e. The variance is the minimum necessary to permit reasonable use of the land and buildings for activities permitted in the zoning district.

The Michigan Court of Appeals has applied similar principles (widely recognized in many other state courts) in recent variance cases:

1. To obtain a dimensional variance, the applicant must show *practical difficulty* by demonstrating that:
  - a. Strict compliance with area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose, or would render conformity unnecessarily burdensome;
  - b. A variance would do substantial justice to the applicant as well as to other property owners in the district, and that a lesser relaxation would not give substantial relief and be more consistent with justice to others;
  - c. The plight of the owner is due to unique circumstances of the property; and
  - d. The problem was not self-created.
2. The ZBA must ensure that the "*spirit of the zoning ordinance is observed, public safety secured and substantial justice done.*" (Section 604(7), MCL 125.3604(7)).

Note: Typically this means if (d) is false, the decision is No. If (d) is true, and (b) and (c) are true, the decision is probably Yes (in this case, (a) is probably also true). If the applicant only meets (a) and the problem is not self-created (d), the decision is probably No. See: *National Boatland v. City of Farmington Hills*, 147 Mich App 380 (1985).