

REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MAY 22, 2019
7:30 PM
151 MARTIN STREET, CITY COMMISSION ROOM, BIRMINGHAM, MI

- A. Roll Call
- B. Review and Approval of the Minutes of the regular meeting of **May 8, 2019**
- C. Chairpersons' Comments
- D. Review of the Agenda
- E. Request for Preliminary Site Plan Review
 - 1. **35001 Woodward – The Maple** – Request for approval of a Preliminary Site Plan to permit the construction of a five story hotel building (**Postponed from February 27, 2019**).
- F. Request for Design Review
 - 1. **1986 Northlawn – Private Residence** – Request for design review and approval of the installation of eight solar panels on the front (street) facing portion of the roof of a private single family residence.
- G. Miscellaneous Business and Communications:
 - a. Communications
 - b. Correspondence
 - c. Draft Agenda for the next Regular Planning Board Meeting (**June 12, 2019**)
 - d. Other Business
- H. Planning Division Action Items
 - a. Staff Report on Previous Requests
 - b. Additional Items from tonight's meeting
- I. Adjournment

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**CITY OF BIRMINGHAM
PLANNING BOARD ACTION ITEMS
OF WEDNESDAY, MAY 8, 2019**

Item	Page
B. Approval Of The Minutes Of The Regular Planning Board Meeting Of April 24, 2019	3
Motion by Mr. Boyle Seconded by Ms. Whipple-Boyce to approve the minutes of the Regular Planning Board Meeting of April 24, 2019 as submitted.	3
Motion carried, 7-0.	
E. Public Hearings	4
Motion by Mr. Share Seconded by Mr. Boyle to recommend approval to the City Commission for an amendment to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.	4
Motion carried, 7-0.	
Motion by Ms. Whipple-Boyce Seconded by Mr. Share to recommend approval to the City Commission for an amendment to Article 4, Section 4.54(B)(8) to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.	4
Motion carried, 7-0.	5
F. Unfinished Business	
Motion by Mr. Share Seconded by Ms. Whipple-Boyce to recommend APPROVAL to the City Commission of the Special Land Use Permit Amendment for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:	6
1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,	
2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.	
Motion carried, 7-0.	
Motion by Mr. Share	7

Seconded by Ms. Whipple-Boyce to recommend APPROVAL to the City Commission of the Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

- 1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,**
- 2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.**

Motion carried, 7-0.

G. Study Session Items

Motion by Mr. Boyle

Seconded by Ms. Whipple-Boyce to move the matter of Rooftop Uses and Design Elements to public hearing to be held on June 12, 2019 in accordance with Planning Director Ecker's summary.

Motion carried, 7-0.

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**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MAY 8, 2019**

City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on May 8, 2019.
Vice-Chairman Bryan Williams convened the meeting at 7:30 p.m.

A. ROLL CALL

Present: Board Members Robin Boyle, Stuart Jeffares, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine, Naseem Ramin; Student Representative John Utley

Absent: Chairman Scott Clein; Board Member Bert Koseck; Student Representative Sophia Trimble

Administration: Jana Ecker, Planning Director
Brooks Cowan, City Planner
Laura Eichenhorn, Transcriptionist

05-062-19

B. Approval Of The Minutes Of The Regular Planning Board Meeting Of April 24, 2019

Motion by Mr. Boyle

Seconded by Ms. Whipple-Boyce to approve the minutes of the Regular Planning Board Meeting of April 24, 2019 as submitted.

Motion carried, 7-0.

VOICE VOTE

Yeas: Boyle, Whipple-Boyce, Williams, Emerine, Jeffares, Ramin, Share

Nays: None

05-063-19

C. Chairperson's Comments

Vice-Chairman Williams reviewed the agenda.

05-064-19

D. Approval Of The Agenda

No changes.

05-065-19

E. Public Hearings

1. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham: To Amend Article 3, Section 3.04(E)(12), Architectural Standards, To Regulate Balcony, Railing, And Porch Materials.

Vice-Chairman Williams opened the public hearing at 7:34 p.m.

Planning Director Ecker presented the item. There was no discussion and no questions from the Board members. No members of the public wished to comment on the matter.

Motion by Mr. Share

Seconded by Mr. Boyle to recommend approval to the City Commission for an amendment to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Boyle, Emerine, Jeffares, Ramin, Whipple-Boyce, Williams

Nays: None

2. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham: To Amend Article 4, Section 4.54(B)(8), Screening Standards, To Regulate Trash Receptacle Screening Materials.

Planning Director Ecker presented the item. There was no discussion and no questions from the Board members.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Share to recommend approval to the City Commission for an amendment to Article 4, Section 4.54(B)(8) to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.

Motion carried, 7-0.

VOICE VOTE

Yeas: Whipple-Boyce, Share, Boyle, Emerine, Jeffares, Ramin, Williams

Nays: None

Vice-Chairman Williams closed the public hearing at 7:40 p.m.

05-066-19

F. Unfinished Business

1. Request for Special Land Use Permit Review, 280 Merrill – Rojo / Sidecar – Request for approval of a SLUP Amendment to permit a change of in the size and interior layout of each establishment (Postponed from April 24, 2019).

2. Request for Final Site Plan Review, 280 Merrill – Rojo / Sidecar – Request for approval of a SLUP Amendment to permit a change of in the size and interior layout of each establishment (Postponed from April 24, 2019).

Vice-Chairman Williams asked the Board if it was their preference to address both items at once.

The Board confirmed this was the case.

Mr. Share noted that the City Attorney had previously advised the Board that even if items are considered at the same time, separate motions should be made.

Vice-Chairman Williams agreed with Mr. Share.

Planning Director Ecker reviewed the item.

Vice-Chairman Williams asked Planning Director Ecker if the three conditions for approval pertained to both items.

Planning Director Ecker confirmed the three conditions for approval pertained to both items.

Mr. Share stated the sidewalk in front of Rojo/Sidecar is comprised of a few feet of red brick abutting the building with the rest of the sidewalk being concrete. He asked how far into the sidewalk the outdoor dining would extend in order to clarify whether pedestrians would be walking on both sidewalk surfaces or just the concrete.

The architect for the project signalled from the audience with an affirmative nod that the outdoor tables cover the brick portion of the sidewalk, leaving only the concrete portion of the sidewalk exposed to pedestrian traffic.

Planning Director Ecker told Mr. Boyle that the signage reading "The Plaza" above Rojo/Sidecar was signage for the building, and not part of the signage allowance for the two restaurants.

Chris Longe, architect, addressed the Board. He said:

- The canopy height is indicated on the plans as 10 feet, four inches.
- He would select the outdoor planters and provide the specification sheets.
- Stephen Simon, the owner of Rojo/Sidecar, would have trash receptacles installed outside the establishments per the City's requirements.
- Signage will remain as-is. One red awning will be repainted black.

Ms. Whipple-Boyce noted discrepancies between the elevation and the plan regarding the long wall to the east Sidecar's door and in the exterior window sizes to the east of said wall, all of which was represented as smaller in the elevation than in the plan.

Mr. Longe told Ms. Whipple-Boyce that the scale was different between the plan and the elevation.

Ms. Whipple-Boyce confirmed her awareness of that fact and clarified that the discrepancies remained even when taking the difference in scale into account. She explained that, due to the discrepancy, if the elevation is accurate, Rojo/Sidecar may not be able to fit as many seats as designated in the plan.

Mr. Longe said the exteriors shown in the elevation and the plan were not diligently measured. He stated that the images were taken from portable document format (PDF) files and scaled up from those. He clarified that the interior was measured, however, so the plan was likely to be the more accurate of the two.

Planning Director Ecker said both the elevation and the plans should be corrected before being presented to the Commission.

Mr. Longe confirmed he would correct both documents.

Planning Director Ecker reviewed the difference between a Class C license versus a bistro license in response to Mr. Emerine's request.

Vice-Chairman Williams suggested Condition Three in the suggested action should be deleted since there are no proposed signage changes, and asked if Condition Two should be modified since the planned height for the awnings was provided in the plan.

Planning Director Ecker suggested Condition Two could be changed to require the applicant provide consistent plans and elevations.

Mr. Share said that since neither of the conditions impact any of the six criteria under Article 7, Section 7(2)(7) of the zoning ordinance, he would move to recommend approval.

Motion by Mr. Share

Seconded by Ms. Whipple-Boyce to recommend APPROVAL to the City Commission of the Special Land Use Permit Amendment for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

- 1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,**
- 2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.**

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Whipple-Boyce, Boyle, Emerine, Jeffares, Ramin, Williams

Nays: None

Mr. Share said again that since neither of the conditions impact any of the six criteria under Article 7, Section 7(2)(7) of the Zoning Ordinance, he would move to recommend approval.

Motion by Mr. Share

Seconded by Ms. Whipple-Boyce to recommend APPROVAL to the City Commission of the Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

- 1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,**
- 2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.**

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Whipple-Boyce, Boyle, Emerine, Jeffares, Ramin, Williams

Nays: None

05-067-19

G. Study Session Items

1. Rooftop Uses

City Planner Brooks Cowan presented the item.

Planning Director Ecker clarified that a parapet wall could not exceed a height limit of 42 inches, but a railing could exceed that height up until it comes into conflict with the maximum allowed height for the building.

Mr. Jeffares noted that if the parapet wall cannot exceed 42 inches, but also must be 42 inches high to act as a railing, then that leaves no room for error in the construction of the element.

Mr. Emerine agreed, noting that a parapet built too low by a quarter of an inch would be non-compliant with the Building Code and a parapet built too high by a quarter of an inch would be non-compliant with the Zoning Ordinance. He said as a design engineer he tries to build in a bit of tolerance for possible, minor human error. He said he did not necessarily have a problem with the issue, but did want the Board to be aware of it.

Vice-Chairman Williams said there seemed to be issues with the hours of allowed use and the proposed setbacks.

Mr. Jeffares asked why the noise ordinance is sufficient for management of social gatherings in residential neighborhoods, but residents desiring to use their rooftops would be subject to an additional time requirement in addition to being subject to the noise ordinance.

Planning Director Ecker noted that if rooftop users are subject to an additional time limitation of 7 a.m. to midnight, a resident with access to a rooftop, if they desired to, could not quietly drink coffee on their own rooftop at 6 a.m.

Vice-Chairman Williams noted that the time limitation would also impact a number of rooftops in Birmingham that are already being utilized by the occupants of the buildings.

Mr. Share noted that rooftop terraces do not have time limitations, while rooftops do.

City Planner Cowan said the difference between a rooftop terrace and a rooftop were not yet clear and needed to be clarified by the Board.

Mr. Emerine suggested a rooftop terrace would be host to smaller, private gatherings, whereas the rooftop itself would be more accessible to the public.

Planning Director Ecker concurred that the City might want to limit the possibility of large groups gathered on rooftops all night, but that the noise ordinance would do a sufficient job of addressing the most significant concerns likely to arise from such a gathering.

Vice-Chairman Williams said he did not see much gain from adding additional time limitations on rooftop or rooftop terrace use. He also did not see much gain from distinguishing between a rooftop and a rooftop terrace.

Mr. Share agreed, noting the Board could always reproach the question should further issues arise.

Planning Director Ecker told the Board that to her knowledge the City has never received a complaint about rooftop usage. She said the only similar complaint was when an individual using their terrace called the City to state that the restaurant below their terrace was too loud.

City Planner Cowan asked if the language regarding Rooftop and Rooftop Terrace Definitions should be removed.

The Board confirmed, adding that the time limitations should be removed as well as the setback requirement for non-permanent structures. The setback requirements for non-permanent structures was deemed unnecessary because it has been occurring with no issue around the City for years.

Ms. Whipple-Boyce asked if elevators or stairs from multiple residences could be installed on rooftops.

Planning Director Ecker confirmed it would be allowed per ordinance although unlikely due to cost.

Mr. Boyle stated that safety of rooftop usage is a matter of importance to the Board, and was why they had considered the setbacks and time limitations. He continued that upon further analysis of extant circumstances in the City additional restrictions seemed unnecessary, but that it should be noted that the Board thoroughly considered the issue.

Mr. Jeffares agreed, saying rooftops and rooftop terraces are the equivalent of backyards in terms of the usage that should be permitted to the building occupants.

Mr. Boyle acknowledged the comparison, but specified that the possible safety issues of rooftop use are much greater than the average safety issues of backyard use.

Ms. Whipple-Boyce pointed out that rooftop usage unrestricted as to time and the placement of non-permanent structures already exists throughout the City and has been a non-issue up to this point.

Vice-Chairman Williams agreed, saying it was clear from the discussion that the Board is concerned for residents' safety, but that rooftops all over the City are being utilized safely by building occupants without the additional restrictions.

The Board recommended striking 'furniture' from "Rooftop amenities such as pergolas, trellises, furniture and other similar items are permitted on a rooftop, provided:" for all districts, changing the line to "Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:".

Planning Director Ecker recommended altering "iv. They do not consist of eisenglass or similar enclosure materials." to read "iv. They do not include eisenglass or similar enclosure materials."

The Board concurred with Planning Director Ecker's recommendation.

The Board added that they would also no longer distinguish between 'rooftop' and 'rooftop terrace', leaving only 'rooftop' and its definition as "the external upper covering of a building".

The Board confirmed for Planning Director Ecker that the line "Rooftop amenities such as pergolas, trellises, furniture and other similar items may exceed the maximum height limit by no more than 10 feet, provided they meet the requirements of Rooftop Use Standards in Article 5" should remain as-is.

Motion by Mr. Boyle

Seconded by Ms. Whipple-Boyce to move the matter of Rooftop Uses and Design Elements to public hearing to be held on June 12, 2019 in accordance with Planning Director Ecker's summary.

Motion carried, 7-0.

VOICE VOTE

Yeas: Boyle, Whipple-Boyce, Williams, Emerine, Jeffares, Ramin, Share

Nays: None

05-068-19

H. Miscellaneous Business and Communications:

a. Communications

Planning Director Ecker provided the Board with the Master Plan charrette schedule for the weeks of May 13, 2019 and May 20, 2019. She thanked the Board members who attended the day's earlier session with the Master Plan team on Design.

She also directed viewers to the Master Plan's website, thebirminghamplan.com, and stated that the first of three online surveys is now available.

b. Administrative Approval Correspondence

Mr. Share noted that Level One Bank does not have an exterior trash receptacle. He asked if the City could compel or encourage the installation of an exterior trash receptacle.

Planning Director Ecker said the Planning Department could request the installation of an exterior trash receptacle, noting that the installation of one is not required.

c. Draft Agenda for the next Regular Planning Board Meeting (May 22, 2019)

- Hunter House, 35001 Woodward
- Pernoï Bistro
- Consideration of solar panel placement for a Northlawn Residence

d. Other Business

Planning Director Ecker stated there would be a City Commission/Planning Board Joint Meeting on June 17, 2019.

Mr. Jeffares asked if the installation of an exterior trash receptacle could also be requested of the Adams Fire Station.

Planning Director Ecker confirmed she would make the request.

Vice-Chairman Williams asked if the Board had any topic requests for the Joint Meeting.

Mr. Jeffares said homes undergoing unreasonably long constructions may be worth discussing since such long construction times can have a deleterious impact on the surrounding neighborhood.

05-069-19

I. Planning Division Action Items

- a. Staff Report on Previous Requests**
- b. Additional Items from tonight's meeting**

05-070-19

J. Adjournment

No further business being evident, the Vice-Chairman adjourned the meeting at 8:35 p.m.

Jana L. Ecker

Planning Director



MEMORANDUM

Planning Division

DATE: May 17, 2019

TO: Planning Board Members

FROM: Jana Ecker, Planning Director

SUBJECT: 35001 & 35075 Woodward – The Maple - Preliminary Site Plan Review

The applicant has submitted an application for Preliminary Site Plan review to construct a five story building in the B-4/D-4 zoning district. The property is located on the west side of Woodward Avenue and bordered by three other streets: Maple, Park and Hamilton Row. The site is currently home to the Hunter House restaurant and a parking lot.

The applicant is proposing two levels of underground parking, first floor retail (2 restaurants), a hotel with banquet facilities and 108 rooms, as well as a fifth floor of residential, with 17 units.

On January 9, 2019, the applicant appeared before the Planning Board for a review of the Community Impact Study for the proposed five story mixed use building. After extensive discussion, the Planning Board voted to accept the Community Impact Study with the following conditions:

- 1) Applicant must submit for approval by the Planning Board at the same time as completing the Final Site Plan Application process a special event operations plan approved by the City Police Dept. after consultation with the City's Traffic Consultant;
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust;
- 3) Applicant will be required to bury all utilities on the site;
- 4) Applicant must distinguish an area for the separation and storage of recycling;
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple Rd. streetscape project;
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Dept.; and
- 7) Applicant must address the concerns of all City Depts.

On January 9, 2019 the Planning Board had a brief discussion on the Preliminary Site Plan review, and postponed the site plan review to February 27, 2019 to allow the

applicant to address the many issues identified in the previous staff report. Please see attached meeting minutes for your review.

On February 27, 2019, Planning Board again discussed the Preliminary Site Plan for the project based on revised plans and a letter outlining design changes made and clarifying several items as requested by the Planning Board. The applicant outlined some options for additional parking in the underground parking levels for special events, but a complete Special Event Operations Plan was not submitted. The applicant submitted a site plan showing all properties within 200' of the subject site, but the plan did not contain all property lines, and buildings for the subject site and all adjacent properties within 200 feet of the subject site's property lines. In addition, the applicant had not provided detailed floor plans for each of the uses proposed within the building. Finally, some of the details shown on the revised plans were not consistent between sheets SP2, L1, SP.101 and A.202. Thus, the Planning Board continued the matter to May 22, 2019 to allow the applicant to address all remaining issues.

At this time, the applicant has submitted revised plans correcting many of the previously outstanding issues, and eliminating the need for multiple dimensional variances. Detailed floor plans of all levels of the proposed building have now been provided. **However, inconsistencies remain with regards to the location of the property lines for the subject site on all sheets. In addition, property lines are still not marked on the plans with all properties within 200' of the site.**

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The site is currently used as commercial and parking, and contains the Hunter House restaurant (and its associated parking) and a gravel parking lot.
- 1.2 Zoning – The property is zoned B-4 Business-Residential, and D-4 in the Downtown Overlay District. The proposed residential, retail and commercial uses, and their surrounding uses, appear to conform to the permitted uses of the zoning district, including the off street parking facility in the form of two levels of parking deck below the development.
- 1.3 Summary of Adjacent Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site, including the 2016 Regulating Plan.

	North	South	East	West
Existing Land Use	Commercial/ Office	Mixed Use	Commercial	Commercial/ Office
Existing Zoning District	B-4, Business - Residential	B-4, Business - Residential	B-2, General Business	B-4, Business - Residential
Downtown Overlay Zoning District	D-4	D-4	D-2	D-4

2.0 Setback and Height Requirements

The attached summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project. The following issues have been resolved:

- All of the proposed residential units on the fifth floor meet the minimum floor area required and contain kitchen facilities;
- The applicant has now setback the entire length of the fifth floor along Woodward Avenue a minimum of 10’;
- The applicant corrected the plans to provide an eave height of no more than 58’ along the entire length of the fifth floor along Woodward Avenue;
- The applicant has removed all parking from within 20 ft. of the frontage line;
- The applicant has now provided 3 off-street loading spaces with the required dimensions; and
- The applicant has submitted a rooftop plan showing all proposed RTU’s and the required screening.

3.0 Screening and Landscaping

3.1 Dumpster Screening – The applicant is proposing to store all refuse inside the building envelope in two separate areas:

- Refuse Area 1: The hotel and retail uses will utilize a refuse area located just inside the entryway for the underground parking facilities on the west side of the building off of Park. The proposed site plans show a service elevator accessible to all levels of the building, including the ground level where the refuse is proposed to be stored close by. The refuse areas are fully screened from public view by the building.
- Refuse Area 2: The Hunter House restaurant will utilize a separate

refuse area, which is located in their parking area on the north west side of the building. The refuse area, as shown on the proposed site plans, is within the building envelope, and shows a solid wall on three sides, and a gate across the front of the refuse area, as well as door access for employees. Thus, the refuse area is fully screened from public view.

The two proposed first floor retail areas, one (1200 sq. ft.) along Woodward adjacent to the Hunter House restaurant, and one along Park (1200 sq. ft.), do not appear to have easy access to either refuse area proposed within the building. There are no back doors proposed for these spaces that could access Refuse Area 2, which is clearly labeled as "H.H. Trash", suggesting refuse from the two retail spaces must be carried through the front doors around to Refuse Area 1. **The applicant must clarify which refuse areas the two proposed retail uses are permitted to use, and the accessibility of such.**

- 3.2 Parking Lot Screening – The applicant is proposing two levels of underground parking containing 80 parking spaces, and a ground level parking lot for the Hunter House restaurant containing 3 spaces. The two underground levels will be fully screened within the building envelope. The 3 ground level spaces will also be fully screened by the building.
- 3.3 Mechanical Equipment Screening – The applicant has submitted a roof plan that shows a screened area for rooftop mechanical equipment and noted proposed screening. **However, the applicant must submit specification sheets on all of the proposed RTU's and material/dimensional information on the screenwall to ensure all rooftop units are fully screened.**

The site plans show two ground mounted mechanical units at the northwest corner of the property that are proposed to be screened with landscaping elements: Ten, 5 ft. tall Grey Gleam Junipers and five, 6 ft. tall Emerald Green Arborvitaes. The applicant has submitted a letter indicating the size of the transformer and fuse boxes are 6' x 7' x 6' in dimension.

- 3.4 Landscaping – The Downtown Overlay District requires that one street tree be provided for every 40' of street frontage. This development is required to have 6 trees along Woodward, 6 trees along Park, 2 trees along Maple, and 2 trees along Hamilton Row for a total of 16 trees. The applicant has proposed 6 street trees along Woodward, 3 trees along Park, 3 trees along Maple, and 3 trees along Hamilton Row for a total of 15 trees. **The applicant must add one street tree to the Park Street streetscape, or obtain a waiver from the Staff Arborist.**

The applicant is also proposing several planting areas around the building that contain shrubs and perennials that are not on the City's list of

prohibited species. **However, the Planning Board may wish to switch the variety of Daylillies proposed to ensure diverse plantings throughout the City.**

- 3.5 Streetscape Elements –The applicant is proposing several benches, trash receptacles and bike racks along the streetscapes surrounding the proposed building. The applicant has now altered the proposed streetscape to match the City’s current concept plans for Phase 2 of the Downtown Street Project (E. Maple). The applicant is also now proposing 5 benches, 3 along Woodward, 1 on Hamilton and 1 on Maple, with 1 trash receptacle proposed next to the bench on Maple. One bike rack is proposed near the corner of Maple and Park Street. Seven pedestrian scale street lights are also shown on the proposed plans along Maple, Park and Hamilton. **However, the lights are required to be spaced approximately 40’ apart to cover each street frontage. An insufficient number of street lights and irregular spacing is provided and must be addressed by Final Site Plan Review.**

4.0 Parking, Loading and Circulation

- 4.1 Parking – The proposed development and its commercial and residential uses are located in the Downtown Parking Assessment District; thus no parking is required on site for the *commercial* uses. The fifth floor residential units, however, require parking on-site. The revised plans submitted show a floor plan for 17 residential units proposed on the fifth floor ranging from 600 sq. ft. at the smallest, to 808 sq. ft. at the largest. The applicant is proposing 2 levels of underground parking with 80 spaces, and a ground level parking area with 3 spaces for a total of 83 spaces on site. The 17 residential units require 1.5 off-street parking spaces per unit, which equals 26 off-street parking spaces for the proposed development. As the applicant is proposing 83 off-street parking spaces, there are 57 parking spaces proposed over and above the parking required. All parking spaces meet the minimum size requirement of 180 square feet.

City staff had previously noted that 3 barrier free spaces are required in the underground parking levels. The revised site plans now show two barrier free parking spaces on each underground level, and one at ground level for a total of 5 barrier free spaces. The applicant has submitted a layout of the underground parking levels that show they can stack 35 additional vehicles per level during special events.

The Downtown Overlay Zoning Ordinance states that off-street parking contained in the first story shall not be permitted within 20 feet of any building façade on a frontage line, or between the building facade and the frontage line. The at-grade parking that is now proposed to service the Hunter House restaurant is set back greater than 20 ft. from the building frontage line on Woodward, Hamilton Row, and Park as required.

- 4.2 Loading – In accordance with Article 4, section 4.24 C (2) of the Zoning Ordinance, developments with over 50,000 sq. ft. of commercial space require 3 usable off-street loading spaces measuring 40 x 12 x 14 ft. in area. The applicant is proposing 3 loading spaces within the building envelope measuring 40 x 15 x 14 ft., two of which are located within the west vehicular entry, and one through the north vehicular entry.
- 4.3 Vehicular Circulation and Access – Entry and exit from the underground parking garage is proposed to be accessed via a 30' wide garage door on the west side of the building, along Park Street. Entry and exit to the 3 at grade parking spaces will be via a 24' wide garage door on the north side of the building off of Hamilton Row. **However, vehicular openings are limited to a maximum width of 25' in the Downtown Overlay District, and thus the applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals.**

The revised plans continue to propose a drop off / valet area on the west elevation on Park Street. However, the hotel lobby entrance and the drop off area have now been shifted approximately 25' to the north along Park Street to provide greater separation from Maple Road to the south. In addition, the valet area has been widened to provide room for two rows of vehicle stacking (approximately 7 vehicles), and the three on street parking spaces on the east side of Park Street to the north of the valet area have been removed to permit additional vehicular staging area for banquet events.

- 4.4 Pedestrian Circulation and Access –The applicant is proposing pedestrian entrances at seven locations around the building. Three of the entrances are proposed along Park, one at the southwest corner of the building for the hotel restaurant, one in the center to service the hotel lobby, and one for the new retail space. Five entrances along Woodward will allow pedestrians to access the proposed hotel restaurant, Hunter House restaurant, and the proposed retail space. Two other doors are shown along the Woodward elevation, but may be for egress purposes only and not for the general public to use. The final entrance is along Hamilton Row, which gives access to the stairway to the underground parking levels. The applicant is also proposing to complete the sidewalk along Woodward, making the sidewalk accessible on all four sides of the building. The applicant has also submitted plans to show concrete sidewalks extending across all of the proposed vehicle drives as requested by the Engineering Department.

5.0 Lighting

The applicant has not submitted any information regarding lighting at this time. There are several vertical LED light fixtures noted on the building elevations, but

full details of other lighting have not been provided at this time. **Specifications for all proposed lighting and a photometric plan must be submitted to determine compliance with the Zoning Ordinance lighting standards at the time of Final Site Plan Review.**

6.0 Departmental Reports

6.1 Engineering Division – The following comments were provided relative to the plans dated November 28, 2018, and undated CIS:

PLANS

1. The project as designed will require the use of City-owned property currently located between the west property line of the subject property and the east edge of the Park St. right-of-way. A successful lease agreement between the owner and the City will be required to be prepared before issuance of a building permit.
2. As referenced in more detail below, no information has been provided on the site plan relative to how utility connections or relocations will be handled. The following concerns are noted:
 - a. The developer will be required to extend a new public 12-inch diameter water main across the Woodward Ave. frontage of the site.
 - b. A Storm Water Detention Permit will be required to be issued for the project as a part of the building permit process, to address the planned increase in impervious surface.
3. As noted several times in the CIS, the City is planning to convert Park St. to two-way traffic as a part of the reconstruction of Maple Rd. in this immediate area, currently planned for construction in 2020. The following must be considered:
 - a. As shown in the traffic study portion of the CIS, a final conceptual plan of how the Maple Rd. and Park St. intersection will be constructed has been finalized. The site plan and landscape plan must be revised to reflect the additional streetscape space that will be available for redevelopment.
 - b. If for some reason the City's construction plans for Maple Rd. are postponed such that this building project is opening in advance of the Maple Rd. project completion, then the owner of the building project will be expected to implement the changes to Park St. and the Maple Rd. intersection as a part of their project, and fund such changes accordingly.
 - c. The site plan must indicate the pavement markings proposed for Park St. once it is designed for two-way traffic. Since on-street parking was planned for the easterly northbound lane, and a valet queuing lane is now proposed, the engineer is encouraged to consider how eliminating on-street parking in the area of the valet

station can allow the opportunity to narrow the proposed widening accordingly (see additional comments below).

4. Relative to the sidewalk/streetscape design:
 - a. The large Park St. driveway/valet queuing area must be revised to better consider the pedestrian environment on Park St. The driveway is in excess of the generally approved maximum of 30 ft. wide. An exception to this maximum will be required from the Planning Board.
 - b. The sidewalk narrows to an inadequate width south of the Park St. driveway. As noted above, opportunities exist to narrow the queuing lane in such a way to help relieve this problem.
 - c. Once a maximum width of the driveway has been determined, the paving pattern must be redesigned to extend the sidewalk through the driveway, encouraging use of the area by pedestrians. The same consideration will also apply to the other driveways on the site as well.
 - d. The jointing pattern must be modified in certain areas to consider the proposed streetscape design to be implemented on the Maple Rd. frontage, as well as to eliminate areas where the main pedestrian path will cross exposed aggregate sidewalk sections. A meeting between the engineer, landscape architect, and the Engineering Dept. is strongly recommended to discuss in greater detail prior to redesigning.
 - e. In areas where public sidewalk is proposed on private property, an ingress/egress easement shall be provided by the owner to the City to allow for future access and maintenance.

PERMITS

The following permits will be required from the Engineering Dept. as a part of this project:

1. Right-of-way Permit (for excavations in the right-of-way.
2. Sidewalk/Drive Approach Permit
3. Street Obstruction Permit (during construction)
4. Storm Water Detention Permit

In addition, a permit will be required from the Michigan Dept. of Transportation for all work within the Woodward Ave. right-of-way.

New comments from Engineering based on the revised plans will be provided by the meeting on May 22, 2019.

6.2 Department of Public Services – The Department of Public Services had previously provided the following comments:

- Forestry has reviewed the proposed tree species and is satisfied.

- Tree wells, landscape beds and lawn areas are to be irrigated.
- Waste Receptacles - enclosure area(s) must have adequate storage space for solid waste and recycling containers, such cases may warrant a compactor in addition to recycling carts/containers inside of the building.

New comments from DPS based on the revised plans will be provided by the meeting on May 22, 2019.

6.3 Fire Department – The Fire Department had previously provided the following comments:

- This building will need to comply with the high rise provisions by MBC, and IFC, for fire protection, and life safety codes.
- This building will need to comply with NFPA 13- 2013 Edition, and NFPA 72- 2013 Edition.
- This building will need to have a minimum of a 6-inch water supply for the fire suppression system.
- The FDC will need to be a 2 1/2 "Y" with Detroit threads.
- The FDC cannot be obstructed by trees, shrubbery, or any other features. There must be clear access.
- A temporary stairwell, and temporary standpipe system, for fire department use, will need to be installed, before work begins at 40 feet above ground level.
- Supplied floor plans will need to include calculated egress travel distances.

New comments from the Fire Department based on the revised plans will be provided by the meeting on May 22, 2019.

6.4 Police Department – The Police Department expressed a concern about parking, and has indicated that the design may have to be altered if the Park Street and E. Maple intersection is modified during the approval process by the City Commission.

6.5 Building Division –The Building Division comments previously provided were as follows:

1. Per sec 508.1.3 2015 IFC and 911.1.3 2015 MBC, The fire command center shall not be less than 200 sq.ft and 10 feet in 1 dimension.
2. Exit doors from lower level 1 and 2 and north stair levels 2,3,4, must swing in direction of egress per 1010.1.2.1 2015 MBC.
3. Per 1026.1 2015 MBC, not more than half of required exits can be horizontal exits. 1 stair must exit directly to the outside.
4. Rooms 2 and 3 on floors 2,3,4 exceed the allowed common path of travel of 75 ft. per table 1006.2.1 5015 MBC.
5. Per table 1106.1 2015 MBC at least 3 accessible parking spaces are required for lower level 1 and lower level 2 combined. 1 space must

- be van accessible.
6. The service elevator on the fifth floor does not line up with the service elevator on the lower floors.
 7. Main level parking area requires 2 egress compliant doors.
 8. Per sec. 1028, 2015 MBC, exit discharge from interior stairway must be free unobstructed readily visible and identifiable from the termination of the enclosure.

New comments from the Building Department based on the revised plans will be provided by the meeting on May 22, 2019.

7.0 Design Review

The proposed building façade will contain elements of brick, limestone, travertine stone panels, metal paneling, steel railings and clear glazing. The applicant has also indicated that there will be at least one sign for the Hunter House facility. A full design review will be completed at Final Site Plan, where **the applicant must submit material samples, colors, and specifications as well as details on any proposed signage.**

In addition, the applicant has submitted glazing calculations for the proposed development, which are as follows:

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1' – 8')	538	1,353
% OF TOTAL	28.5%	71.5%
REQUIRED %	30% MAX	70% MIN
EAST (UPPER)	11,040	5,698
% OF TOTAL	66%	34%
REQUIRED %	65% MIN	35% MAX
WEST (1' – 8')	1,332	546
% OF TOTAL	29.1%	71%
REQUIRED %	30% MAX	70% MIN
WEST (UPPER)	12,260	5,478
% OF TOTAL	67.3%	32.7%
REQUIRED %	65% MIN	35% MAX
SOUTH (1' – 8')	190	468
% OF TOTAL	28.9%	71.1%
REQUIRED %	30% MAX	70% MIN
SOUTH (UPPER)	3,926	2,059
% OF TOTAL	65.6%	34.4%
REQUIRED %	65% MIN	35% MAX
NORTH (1' – 8')	187	471
% OF TOTAL	28.4%	71.6%
REQUIRED %	30% MAX	70% MIN
NORTH (UPPER)	5,054	931

% OF TOTAL	84.6%	15.6%
REQUIRED %	65% MIN	35% MAX

Thus, the applicant has revised the plans to meet all of the glazing requirements.

In relation to the glazing standards, buildings located within the B-4 zoning district may not contain blank walls of longer than 20 ft. facing a public street. The plans have been revised to eliminate all sections of blank wall. The one area remaining is on the Woodward elevation, but does include LED architectural lighting to provide some interest. In addition, the applicant has now revised the plans so that all vehicular openings are repeat the rhythm and proportion of other building openings. **However, the vehicular entry on Park exceeds the 25' maximum width.**

As mentioned in the CIS, the proposed development is also located at a Terminating Vista as described in the 2016 Plan, which states that any building that terminates a view, as designated on the Regulating Plan, shall provide distinct and prominent architectural features of enhanced character and visibility, which reflect the importance of the building's location and create a positive visual landmark. The proposed building consists of several high quality materials such as brick and limestone, and provides several distinct architectural features that are appropriate for its location as a terminating vista.

It appears that the proposed underground parking levels extend past the property line onto City right-of-way. In addition, it also appears that portions of the building on the west elevation along Park also extend onto and over City property. **A lease agreement between the owner and the City will be required to be approved by the City Commission for all encroachments into the ROW and other City property prior to the issuance of a building permit.**

At this time, the property lines are depicted differently on various plan sheets. **Prior to both Final Site Plan Review and City Commission approval of a lease agreement, all sheets must be consistent with the others.**

8.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.

- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property and not diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

9.0 Recommendation

Based on a review of the site plan revisions submitted, the Planning Division recommends that the Planning Board **APPROVE** the Preliminary Site Plan for 35001 & 35075 Woodward – The Maple – with the following conditions:

- 1) The applicant must clarify which refuse areas the two proposed retail uses are permitted to use, and the accessibility of such;
- 2) Submit specification sheets for the proposed ground mounted and rooftop mechanical units to ensure full screening;
- 3) Add the correct number of street trees to each street frontage, or obtain a waiver from the Staff Arborist;
- 4) The applicant must provide the correct number of street lights and provide regular spacing of such by Final Site Plan Review.
- 5) Submit a photometric plan and specifications on all proposed lighting;
- 5) The applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals;
- 6) Submit material samples, colors, and specifications as well as details on any proposed signage;
- 7) Applicant comply with the requests of all City Departments;
- 8) Applicant obtain approval of a lease agreement by the City Commission for all projections and /or encroachments on City property; and
- 9) Applicant revise plan sheets as necessary to ensure all sheets are consistent and show the required property lines and clearly note all projections / encroachments across property lines.

10.0 Sample Motion Language

Motion to **POSTPONE** the Preliminary Site Plan for 35001 & 35075 Woodward – The Maple – pending resolution of the following:

- 1) The applicant must clarify which refuse areas the two proposed retail

- uses are permitted to use, and the accessibility of such;
- 2) Submit specification sheets for the proposed ground mounted and rooftop mechanical units to ensure full screening;
 - 3) Add the correct number of street trees to each street frontage, or obtain a waiver from the Staff Arborist;
 - 4) The applicant must provide the correct number of street lights and provide regular spacing of such by Final Site Plan Review.
 - 5) Submit a photometric plan and specifications on all proposed lighting;
 - 6) The applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals;
 - 7) Submit material samples, colors, and specifications as well as details on any proposed signage;
 - 8) Applicant comply with the requests of all City Departments;
 - 9) Applicant obtain approval of a lease agreement by the City Commission for all projections and /or encroachments on City property; and
 - 10) Applicant revise plan sheets as necessary to ensure all sheets are consistent and show the required property lines and clearly note all projections / encroachments across property lines.

OR

Motion to **DENY** the Preliminary Site Plan for 35001 & 35075 Woodward – The Maple – for the following reasons:

1. _____
2. _____
3. _____

**Planning Board Minutes
January 9, 2019**

01-05-19

F. COMMUNITY IMPACT STUDY ("CIS") AND PRELIMINARY SITE PLAN REVIEW

**1. 35001 Woodward Ave. (Hunter House and vacant parking lot)
Request for approval of new five-story mixed use building with
hotel, retail and residential uses (postponed from December 12, 2018)**

The Chairman explained the CIS is an opportunity for the developer to provide answers to questions that help the Planning Board to understand how the proposed development might impact the community. That is something the board would either accept, decline, or postpone. The Preliminary Site Plan is a separate approval. It is the first step that is needed for the applicant to move forward with the project.

Ms. Ecker clarified that the subject site has a total land area of 0.5 acres which is made up of three parcels, 35001 Woodward Ave., 35075 Woodward Ave. and a surface parking lot that is owned by the City. The sites along Woodward Ave. are owned by Select Commercial Assets Hospitality, LLC. The owner of that property is Dr. Guyare, who is the applicant tonight and who has the right to seek approval for development on the property containing both sites. As part of his request he is asking that the City consider allowing him to develop a piece of City property.

Whenever someone is seeking to use City property they also need to enter into a Lease Agreement with the City. The applicant is proposing to continue to use the City parcel that currently is rented out for parking. They are also looking to lease some property in the right-of-way from the City.

CIS

Ms. Ecker recalled from the December meeting that main thing that was outstanding was with regard to the traffic study. The City's Traffic Consultant, F&V, had not had a chance to fully review all of the traffic information. At this time the City has a letter dated January 4 from F&V indicating they would recommend that the Planning Board accept the Traffic Study with the condition that a detailed special event operations plan be completed prior to obtaining a Certificate of Occupancy for the building. That would ensure that the hotel will have enough valets and enough time to take the cars over to a parking structure so that they don't queue up too far on Park St. and spill onto Maple Rd. If they do that it causes congestion moving onto Woodward Ave.

In response to Mr. Boyle, Ms. Ecker advised that F&V would review and approve the special event operations plan and then it would be brought back to the Planning Board as an addendum to the CIS as an offshoot of the Traffic Impact Study. The valet stand also has to be approved through the City. Any use of City parking spaces needs to be reviewed and approved by the City Commission.

Mr. Koseck inquired whether the Traffic Consultant is confident that there is a valet plan that would work. It seems to him the two parking structures that would likely serve this development are often tapped out.

Ms. Kroll answered that was one of her concerns. The Peabody and Park St. garages have been at capacity during the middle of the day. So if there was a banquet that occurred during the middle of the day there would probably be some issues. In that case she would want the hotel to outline where they propose to park their vehicles if the garages are full. For an evening event the two garages have plenty of capacity. In addition, the amount of time it takes for a valet to park a car needs to be documented in the special event plan. If they are not able to meet the plan then there is a code enforcement issue. There are only three queue spaces, so during a special event the hotel may want to bag the spaces on the north end of Park for queuing of vehicles.

Responding to Mr. Williams, Ms. Ecker established that the traffic signal currently located at Park / Maple Rd. / Peabody will stay but there will be changes made to the signal timing along with a signal for pedestrians as they cross Park. Maple Rd. traffic west of Peabody / Park is being reduced to a single lane.

It was discussed and Ms. Ecker affirmed that any contractual issues that the operator of the Hunter House and the owner of the land may have between themselves is a private civil matter and is not for this board or the City to adjudicate on, because there is established ownership of the property.

Mr. Kevin Biddison, Biddison Architecture, 320 Martin St. said they are working on operational procedures for queuing, such as hiring additional valets. They will do their best to keep the traffic and queuing out of the intersection. It has been noted that the underground parking that would extend out into the right-of-way might be in conflict with electrical conduits and they are reviewing that with the City. If there is an issue with the utility it is something they will pull back on, but if it is a small item it would be a monetary thing.

The proposed parking spaces that are outlined to service the new Hunter House all meet the 180 sq. ft. requirement. Mr. Biddison explained how deliveries and trash will be handled. The banquet room might accommodate 50 to 60 people at the most, as it is not a huge area. Mr. Boyle said in his opinion that isn't a particularly large space. That is an important issue in order to understand the community impact of the hotel.

Mr. Williams asked Ms. Kroll to comment on existing traffic on Maple Rd. at peak times, leaving the hotel. Ms. Kroll said that presently traffic going westbound on Maple Rd. does not back up into Woodward Ave. Eastbound, it does back up. Mr. Williams did not agree with that analysis because the traffic backs up between Old Woodward Ave. and Peabody, as the lights are not coordinated. The stacking at Peabody and Park is fine but the traffic moving west past Park and past Peabody stacks up. Ms. Kroll said that when an evaluation study for the hotel was made, they evaluated the future conditions with the two-way operations on Park.

Mr. Koseck questioned if there are any tweaks that Ms. Kroll would recommend that

would make a better development from a traffic impact standpoint. Ms. Kroll replied her biggest concern is that they really only have space for three vehicles to queue up. During peak times that may not be enough storage space. Ideally if the hotel was located on the Hunter House corner, it would provide better queuing. Further responding to Mr. Koseck, she said that people going south on Woodward Ave. turning onto Hamilton and making a left turn into the Hunter House site is a condition that currently exists. Ms. Ecker pointed out there is no interior connection to get to the hotel site from the Hunter House parking lot. Mr. Koseck thought that generally people would not know that and may turn in to park there.

Chairman Clein opened up discussion from members of the public at 8:05 p.m.

Mr. Kelly Cobb said he is one of the owners of Hunter House along with his mother, Susan, who was also present. Hunter House is one of the oldest businesses in Birmingham as they have been in operation for 67 years. Some of their issues are not in the Planning Board's purview but he highlighted a couple that he thinks are.

To establish background, Mr. Cobb explained he transferred the property to the applicant, and as a part of that transfer there was a purchase agreement outlining certain rights that he retained. That agreement has not been furnished to the City as it is not necessarily within their purview. The agreement gives Hunter House sole discretion and approval rights over what their space looks like and the municipal lot. They have not approved the space, as it was submitted to the City without their knowledge.

Ms. Ecker clarified that regardless of what the agreement says, Hunter House does not have sole discretion over what happens on the City's property.

Mr. Cobb went on to say they have concerns and questions about parking, the same as the City has with traffic. He would appreciate if the City would contract with F&V to come up with a better study than the one proposed. The study assumes that Hunter House needs only 14 spots. Not accounted for in the study is that it would be fair to presume that Hunter House would need to use another 15 spaces or so in surrounding parking decks. Also not accounted for in the study is the Peabody development. The Peabody assumed a shortage of 57 spots between the Park and the Peabody decks. Add that to the 15 that Hunter House will need and that comes to a deficiency of 87 parking spots.

This raises concerns for them because they already have parking problems. People park in their lot and walk to Downtown. They are also concerned about traffic circulation. Their customers already loop around until they can get a spot to pick up the food from their phone in orders. That activity will increase if their parking shrinks and there is a severe deficiency within the broader area.

There is a statement in the CIS that it appears the Hunter House is not historic, as they have not been registered historic. They believe that they are, and he raised that as a concern for them.

Ms. Ecker clarified on the historic issue that the site or the building is not designated historic within the City of Birmingham, nor have they received an application from either the current or previous owners to consider designating it as such.

Mr. Koseck inquired how Mr. Cobb would change the proposal to meet his needs. Mr. Cobb indicated they have certain minimums of what they are guaranteed in the space, certain discretion on the shape of their building, how the layout would be, and all of those things. They are working with Mr. Biddison to find a solution to that and have not reached agreement over what the space looks like.

Mr. David Hart said he represents Hunter House. He stated the agreement between the two parties is part of the public record at the Oakland County Register of Deeds. It has been recorded since 2007 and perfects the interest of Hunter House.

Ms. Theresa Pelovocian from Bloomfield Hills said she believes that Hunter House is very special to everyone. People can remember countless times going to the Hunter House with their sons or daughters to celebrate some accomplishment. On another note, her daughter has been employed by Hunter House for four years and it has been a phenomenal place for her to work. The kids make good money, pick up great work ethics, and learn to handle themselves with the public. Hunter House is a great place for the community to go.

Motion by Mr. Williams

Seconded by Mr. Koseck to receive and file an e-mail against the project and supporting Hunter House dated January 2019.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Koseck, Boyle, Clein, Jeffares, Share, Whipple-Boyce

Nays: None

Absent: Ramin

Mr. Williams announced that he has come to a different conclusion than the Planning Dept. or than F&V. There are a couple of concerns in their report that should be highlighted:

- Based on the parking analysis there is no capacity in either the Park or Peabody parking garage during the day;
- Any vehicle queues that extend beyond a four vehicle storage area will impact the operations of Maple Rd. and potentially the intersection at Woodward Ave.

Missing from the analysis is the single lane traffic heading west on Maple Rd. to Old Woodward Ave. which backs up frequently to beyond Peabody during busy hours. Therefore Mr. Williams said he is not inclined to approve the CIS or the project with this many unanswered traffic and parking issues. Further, he is not satisfied that the issues that the chairman highlighted at the last meeting have been answered adequately.

This situation is exacerbated because the City has to recognize the difficulties of building

on this site, most importantly the traffic in this very confined area.

Mr. Koseck observed that anything that is developed on this site will bring in more traffic and have an enormous impact. He was curious how a hotel fits.

Mr. Share observed he is not hearing that the Traffic Consultant needs to do any more work. Secondly, he has never seen in a CIS the suggested condition that the applicant provide a City-approved special event operations plan prior to obtaining a Certificate of Occupancy. He would accept the CIS without that suggested condition but he has some extremely serious reservations about a site plan for this project because of the danger to public safety that the special event use and the valet operation create.

Mr. Boyle was in favor of deleting the requirement in the CIS for a special event operations plan. The appropriate place for that is in the Site Plan Review, along with concerns about traffic movements. He explained that by accepting the CIS it does not mean that the Planning Board is tacitly accepting this development. Chairman Clein added that he also doesn't want it inferred that by accepting the CIS the board is accepting the Traffic Study because they are clearly not.

Mr. Jeffares said that the Master Plan Downtown calls for a sister building to the Greenleaf Trust building on this site. If they were to develop an office building there would be the condition of many people leaving at the exact same time, all trying to get out onto Woodward Ave. If that is the alternative, to him that use would be far worse.

Motion by Mr. Boyle

Seconded by Mr. Jeffares to ACCEPT the Community Impact Study as provided by the applicant for the proposed development at 35001 & 35075 Woodward, The Maple, with the following conditions:

- 1) Applicant must provide a City-approved special event operations plan at the same time as completing the Final Site Plan Review process;**
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust;**
- 3) Applicant will be required to bury all utilities on the site;**
- 4) Applicant must distinguish an area for the separation and storage of recycling;**
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple Rd. streetscape project;**
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Dept.; and**
- 7) Applicant must address the concerns of all City Depts.**

Amended by Mr. Share

And accepted by the makers of the motion to replace 1) as follows: Applicant must submit for approval by the Planning Board at the same time as completing the Final Site Plan Application process a special event operations plan approved by the City Police Dept. after consultation with the City's Traffic Consultant.

No one from the public wished to comment on the motion at 8:40 p.m.

Motion carried, 6-1.

ROLLCALL VOTE

Yeas: Boyle, Jeffares, Clein, Koseck, Whipple-Boyce, Share

Nays: Williams

Absent: Ramin

The chairman noted that a number of issues have been raised during the CIS process that make him uncomfortable with moving forward with the Preliminary Site Plan this evening.

Mr. Williams agreed. The Planning Board has pointed out the unresolved issues that need to be addressed. Additionally, he feels that the Parking Assessment District with its impact on this particular property requires City attention. However, this problem exists whether this or any other significant development goes through.

Mr. Jeffares commented that the amount of time required to get into a deck is significantly longer than it used to be because of the queuing. A valet would have to wait behind people who are having trouble getting through with their card.

Ms. Whipple-Boyce expressed her concerns:

- She would like to see an internal floor plan for the retail level in order to better understand how the banquet area will be used. She thinks a lot more than 60 people will be using that space and that has a direct impact on the queuing of vehicles that are arriving;
- She wondered if keeping the Hunter House building has ever been considered because it is such an iconic structure.

Mr. Boyle made a couple of points:

- The board should know what the City intends to do in that area. He wanted to see the plan for turning Park into two-way, what the parking will be, and how long cars are going to wait;
- He is frustrated that so much emphasis is being placed on parking and designing around parking. This is not how it should be done. Also, the Hunter House states they need parking, yet they take four spaces in their lot to park their vans. Why not shift them farther away and release the parking spaces? They could also make arrangements to shuttle people back and forth for an event and include that in the plan.

Mr. Share observed that on Page 3 of the developer's December 31 traffic report, it states that the banquet facility will have a capacity of 150 to 200 guests.

Mr. Koseck did not think the site plan goes far enough beyond the limits of the site. His further thoughts were:

- Whether turning Park into a two-way street is still the right thing today just because it was someone's idea 20 years ago in the Downtown 2016 Master Plan. If he is going south on Park, where is he going;
- The 20 ft. parking zone will need a variance, but also it is a planning issue and he will have to be convinced that it is good planning.

Motion by Mr. Share

Seconded by Mr. Williams to postpone the Preliminary Site Plan for 35001 Woodward Ave. (Hunter House and vacant parking lot) to February 27, 2019.

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Williams, Koseck, Boyle, Klein, Jeffares, Whipple-Boyce

Nays: None

Absent: Ramin

**Zoning Compliance Summary Sheet
Preliminary Site Plan Review
35001 & 35075 Woodward – The Maple**

Existing Site: Hunter House restaurant and surface parking lots

Zoning: B-4 (Business Residential) and D-4 (Downtown Overlay)

Land Use: Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial/ Office	Mixed Use	Commercial	Commercial/ Office
Existing Zoning District	B-4, Business - Residential	B-4, Business - Residential	B-2, General Business	B-4, Business - Residential
Overlay Zoning District	D-4	D-4	D-2	D-4

Land Area: Existing: 0.5 acres
Proposed: 0.5 acres

Dwelling Units: Existing: 0 units
Proposed: 17 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: 600 sq. ft. (efficiency or one bedroom)
800 sq. ft. (two bedroom)
1,000 sq. ft. (three or more bedroom)
Proposed: Smallest unit – 600 sq. ft.

Max. Total Floor Area:	Required:	N/A
	Proposed:	N/A
Min. Open Space:	Required:	N/A
	Proposed:	N/A
Max. Lot Coverage:	Required:	N/A
	Proposed:	N/A
Front Setback:	Required:	0 ft.
	Proposed:	0 ft.
Side Setbacks	Required:	0 ft.
	Proposed:	0 ft.
Rear Setback:	Required:	A minimum of 10 ft. rear yard setback shall be provided from the midpoint of the alley. In the absence of an alley, the rear setback shall be equal to that of an adjacent, preexisting building
	Proposed:	0 ft., equal to the Greenleaf Trust building
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	80 ft., 5 stories
	Proposed:	80 ft., 5 stories
Max Eave Height:	Required:	58 ft.
	Proposed:	57.66 ft. In addition, the 5 th floor is stepped back 10' as required along the frontage line (Woodward).
Floor-Ceiling Height:	Required:	N/A
	Proposed:	N/A
Principal Ped. Entry:	Required:	On a frontage line
	Proposed:	Three pedestrian entries are proposed along Woodward (to retail space, the Hunter House, hotel restaurant, and there are two service/egress doors), three entries on Park (to retail space, hotel lobby and hotel restaurant) and one egress door on Hamilton.
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A

Opening Width:	Required:	25 ft. maximum
	Proposed:	Largest openings: 30 ft. on Park Street elevation, 24 ft. on Hamilton elevation
The vehicular opening as proposed on Park Street exceeds the maximum width, and must be altered or a variance must be obtained from the Board of Zoning Appeals.		
Parking:	Required:	26 spaces (17 units x 1.5 spaces)
	Proposed:	83 spaces
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	180 sq. ft.
Parking in Frontage:	Required:	Off-street parking contained in the first story shall not be permitted within 20 feet of any building façade on a frontage line or between the building facade and the frontage line.
	Proposed:	All parking has been removed from the first 20' of all building facades.
Loading Area:	Required:	3 off-street loading spaces (40' x 12' and 14' in height)
	Proposed:	3 off-street loading spaces (40' x 9' as drawn, but actually 15' in width, 14' clearance provided).
Required Retail Depth:	Required:	20 ft. minimum (on Maple only)
	Proposed:	Restaurant use along the entirety of the Maple frontage at the required depths.
Screening:		
<u>Parking:</u>	Required:	32 in. capped masonry screenwall
	Proposed:	Fully screened by the building
<u>Loading:</u>	Required:	Fully screened from public view
	Proposed:	Fully screened by the building
<u>Rooftop Mechanical:</u>	Required:	Fully screened from public view
	Proposed:	The applicant has submitted a rooftop plan showing proposed RTU's and screening. Screening height will be verified upon receipt of RTU specification sheets with dimensions.
<u>Elect. Transformer:</u>	Required:	Fully screened from public view
	Proposed:	5 ft. and 6 ft. landscaping elements

<u>Dumpster:</u>	Required:	6 ft. capped masonry screenwall
	Proposed:	All refuse areas are proposed within the building envelope and are screened by the building.

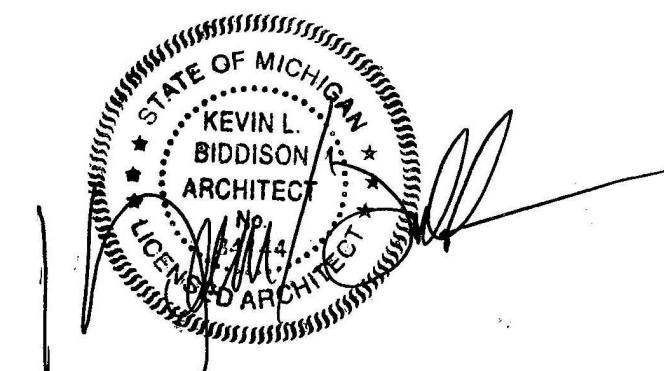
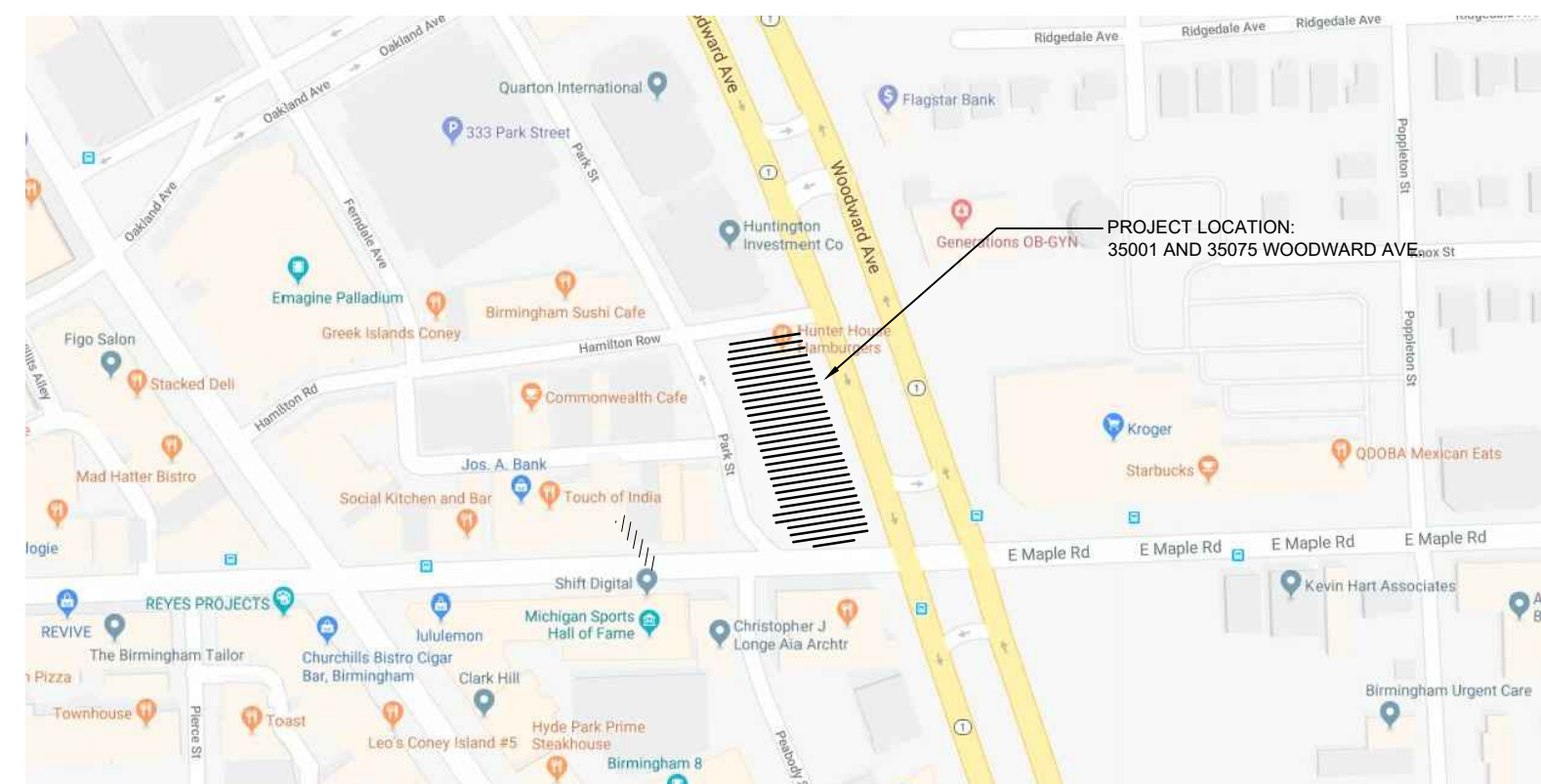
The Maple

35001 AND 35075 WOODWARD AVE.
BIRMINGHAM, MI 48009
ZONED: B-4 BUSINESS-RESIDENTIAL
OVERLAY ZONING DISTRICT: D-4

HESHAM GAYAR
8469 WARWICK GROVE COURT,
GRAND BLANC, MI 48439

T.101	TITLE SHEET
SP-1	BOUNDARY/ TOPOGRAPHIC/ TREE SURVEY
SP-2	PRELIMINARY SITE PLAN
L-1	LANDSCAPE PLAN
SP.101	ARCHITECTURAL SITE PLAN
LL.100	LOWER LEVEL 1 PARKING PLAN
LL.101	LOWER LEVEL 2 PARKING PLAN
LL.101-a	SPECIAL EVENT PARKING -VALET
A.101	FIRST FLOOR PLAN
A.101-M	MEZZANINE FLOOR PLAN
A.102	SECOND FLOOR PLAN
A.103	THIRD FLOOR PLAN
A.104	FOURTH FLOOR PLAN
A.105	FIFTH FLOOR PLAN
A.106	ROOF PLAN
A.201	EXTERIOR ELEVATION
A.202	EXTERIOR ELEVATION
A.203	EXTERIOR ELEVATION
A.301	EXTERIOR PERSPECTIVE IMAGES
A.302	EXTERIOR PERSPECTIVE IMAGES

NOTE:
FIRE PROTECTION SYSTEM FOR THE BUILDING EQUAL TO: GROUND FLOOR -
ORDINARY HAZARD AND FLOORS 2-5 LITE HAZARD (OFFICE AND
RESIDENTIAL) J.F.P.A. NO. 13 CRITERIA AND SECTION 903.3.1.1 WITH ONE (1) 4" D.I.
BUILDING SERVICE PROVIDED. TYPE 2A FIRE EXTINGUISHERS SHALL BE PROVIDED
AND SPACED A MAX. OF 75' APART PER SECTION 906.1 OF THE 2012 INTERNATIONAL
FIRE CODE AND / OR BY THE DIRECTION OF THE FIRE MARSHAL.



Project data

BUILDING AREA:	103,850 SQFT
PARKING AREA:	48,732 SQFT
<hr/>	
TOTAL BUILDING & PARKING AREA:	152,582 SQFT

BUILDING USE: A-2: RESTAURANT
 H: HOTEL
 B: BUSINESS OFFICE
 R-2: RESIDENTIAL APARTMENT

TYPE OF CONSTRUCTION:

2015 MBC: TYPE IIA (PROTECTED)

NFPA 220: TYPE II-000

Issued for

SITE PLAN REVIEW	03.29.18
SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19

Project no.

THE MAPLE	1971.16
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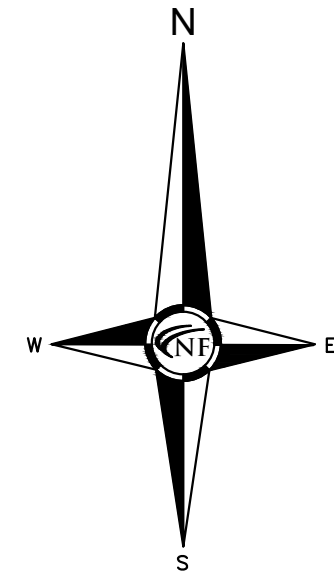
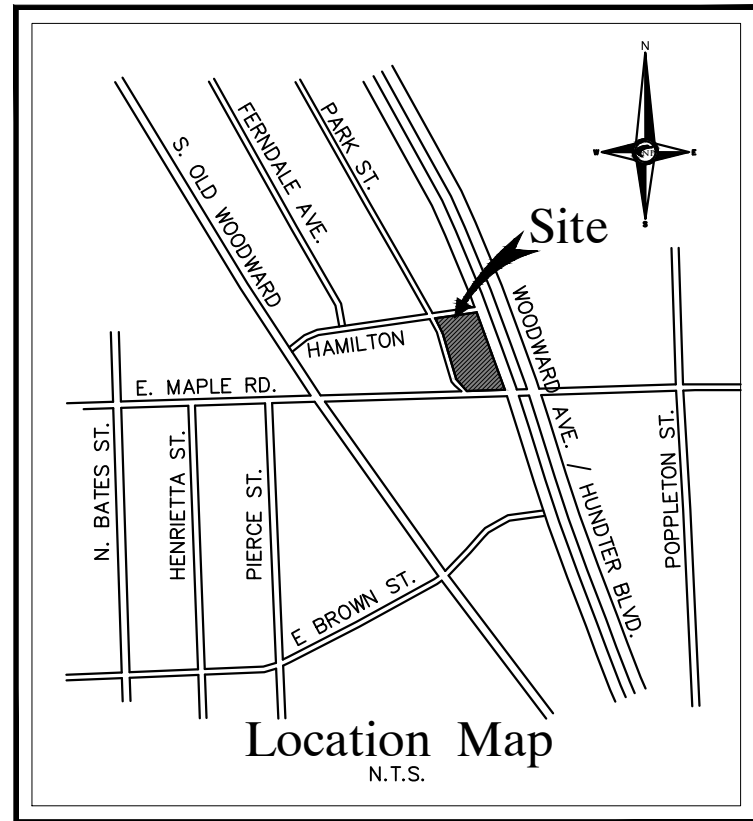
Sheet no.

T.101



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257



Master Tree List						
Client Name:	Hadidi Capital					
Job Number:	J398					
Job Location:	35001 & 35075 Woodward, Birmingham					
Date Completed:	8/31/2016					
Condition Description Notes:						
"Good" - no observed structural defects						
"Fair" - minor structural defects, marginal form, some insect activity noted						
"Poor" - major structural defects, poor form, insect infested						
*Structural defects may include decayed wood, cracks, root problems, weak branch unions, cankers, poor tree architecture, dead/failed branches due to various causes.						
Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition
1	Gleditsia triacanthos	Honeylocust	14			Good
2	Gleditsia triacanthos	Honeylocust	6			Good
3	Gleditsia triacanthos	Honeylocust	8			Good
4	Gleditsia triacanthos	Honeylocust	17			Good
5	Gleditsia triacanthos	Honeylocust	18			Good
6	Gleditsia triacanthos	Honeylocust	20			Good
7	Gleditsia triacanthos	Honeylocust	13			Good
8	Gleditsia triacanthos	Honeylocust	15			Good
9	Gleditsia triacanthos	Honeylocust	14			Good
10	Gleditsia triacanthos	Honeylocust	18			Good
11	Gleditsia triacanthos	Honeylocust	18			Good

CERTIFICATE OF SURVEY

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SKETCH.

KEVIN NAVAROLI, PLS
NO. 53503
DATE: 09-30-2016



LEGAL DESCRIPTION

35001 WOODWARD AVE
19-25-456-037
LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 231.3 FEET FROM THE SOUTHEAST CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.66 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET; A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 19 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE
19-25-456-014
LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012
19-25-456-043
PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EAST, 66.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40; THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET, A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES; AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND	
	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R.Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN

SEAL

PROJECT
35001 & 35075 Woodward

CLIENT
Biddison Architecture
320 Martin, Suite 10
Birmingham, MI 48009

Contact: Kevin Biddison
Ph: (248) 554-9500

PROJECT LOCATION
Part of Section 25
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
Boundary / Topographic /
Tree Survey



Know what's below
Call before you dig.

REVISIONS
11-26-2018 Revised Per Client
12-31-2018 Revised Per Client
04-11-2019 Revised Per Client
05-10-2019 Revised Per Client

DRAWN BY:
P. Williams
DESIGNED BY:

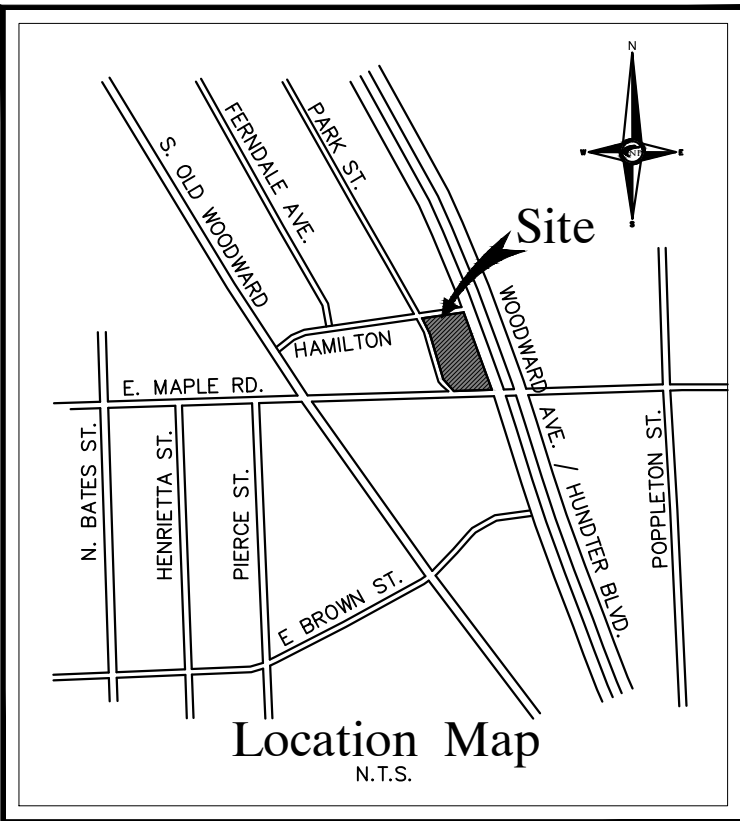
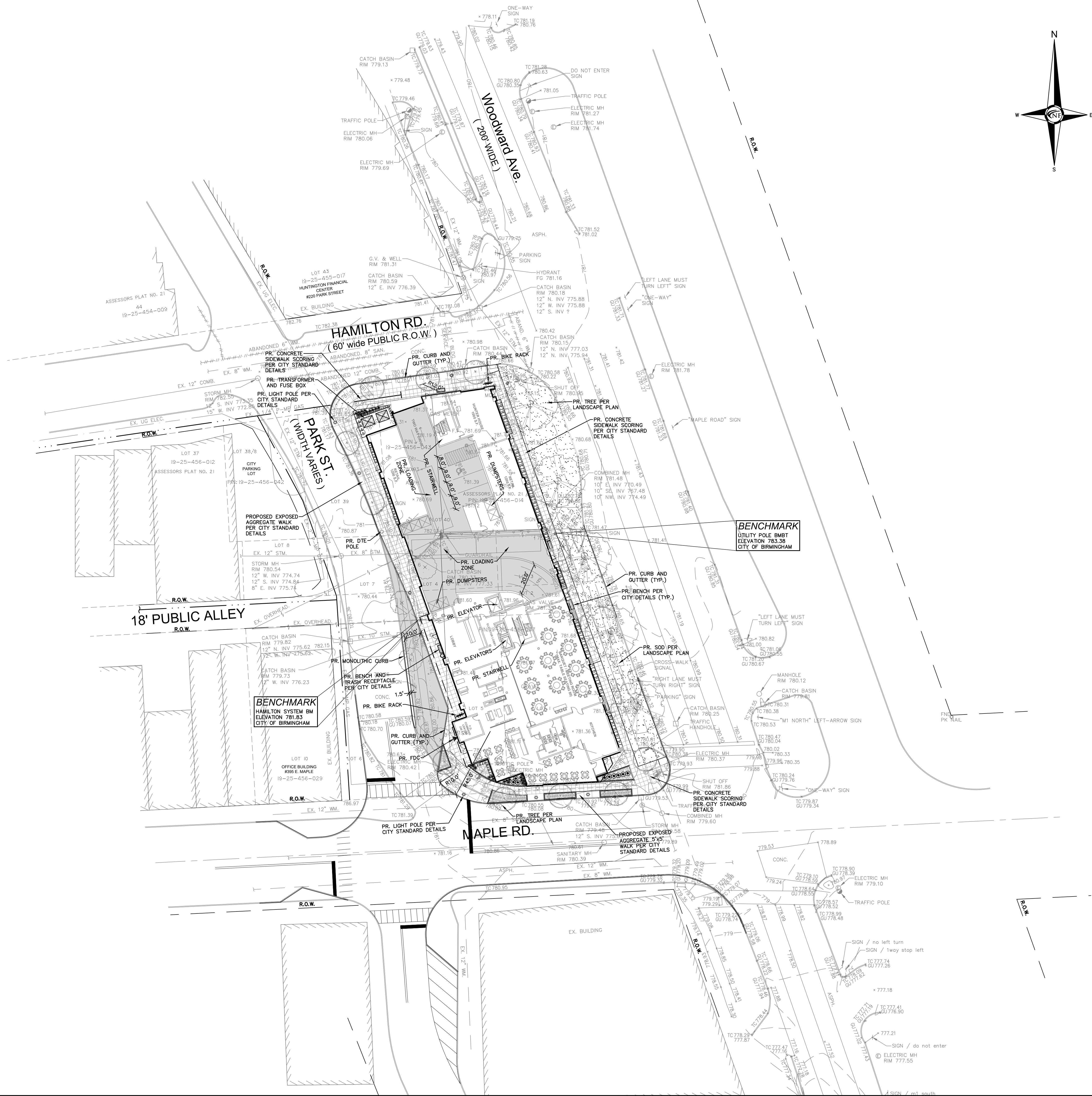
APPROVED BY:
K. Navaroli
DATE:
March 28, 2018

SCALE: 1" = 30'

30 15 0 15 30 45

NFE JOB NO.
J398-01

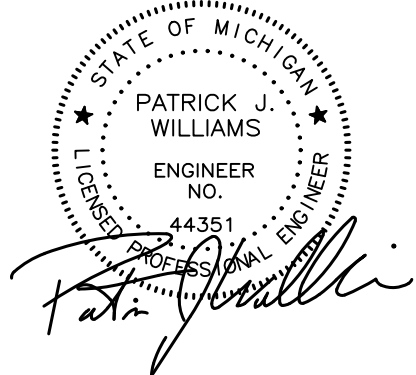
SHEET NO.
SP-1



NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SEAL



PROJECT
35001 & 35075 Woodward

CLIENT
Biddison Architecture
320 Martin, Suite 10
Birmingham, MI 48009

Contact: Kevin Biddison
Ph: (248) 554-9500

PROJECT LOCATION
Part of Section 25
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
Preliminary Site Plan



Know what's below
Call before you dig.

REVISIONS

11-26-2018 Revised Per Client
12-31-2018 Revised Per Client
04-11-2019 Revised Per Client
05-10-2019 Revised Per City

DRAWN BY:
A. Eizember

DESIGNED BY:
P. Williams

APPROVED BY:
P. Williams

DATE:
March 28, 2018

SCALE: 1" = 30'

30 15 0 15 30 45

NFE JOB NO.
J398-01

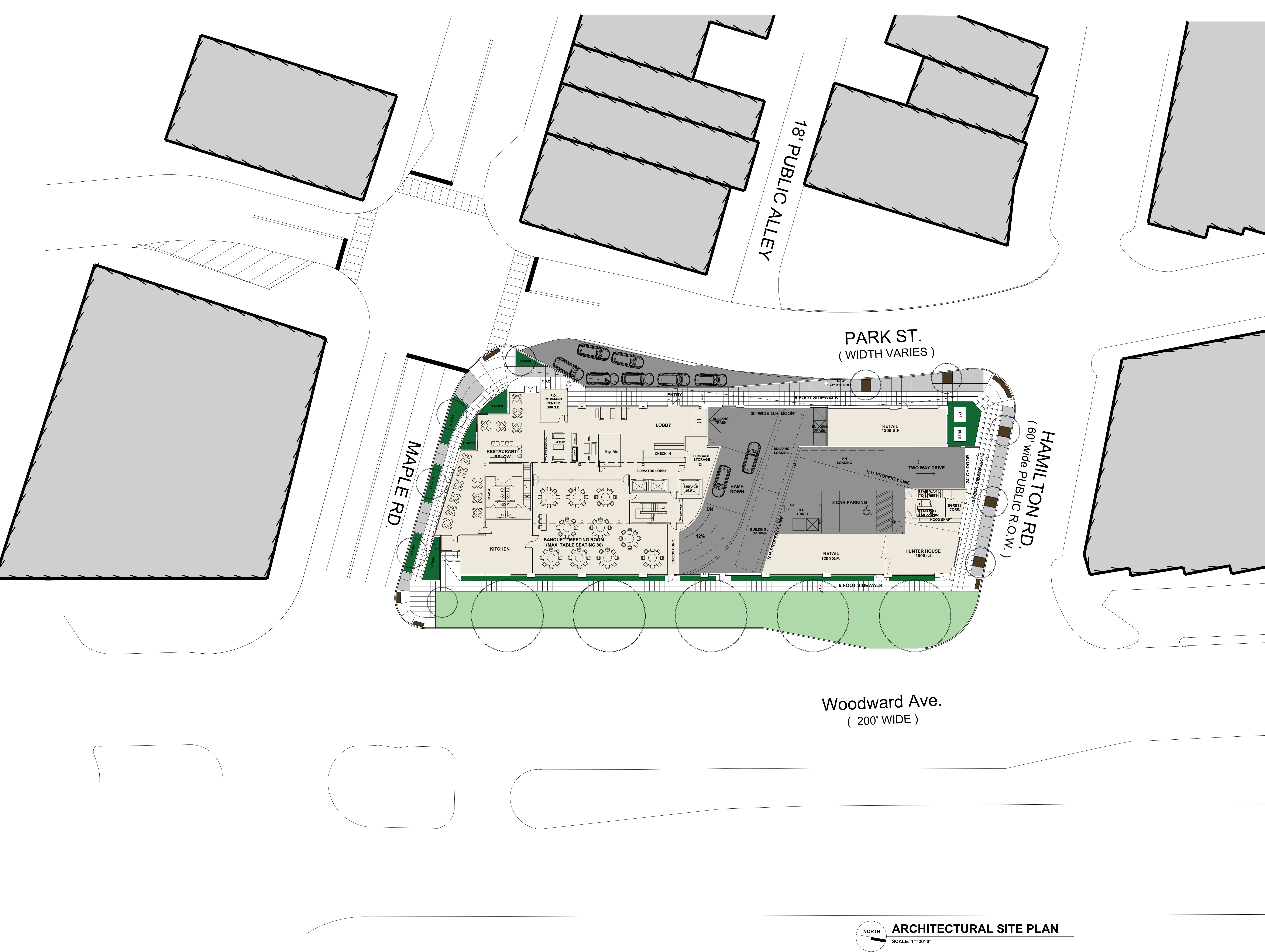
SHEET NO.
SP-2

PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	MANHOLE		EXISTING WATERMAIN
	CATCH BASIN		EXISTING STORM SEWER
	UTILITY POLE		EX. R. Y. CATCH BASIN
	GUY WIRE		EXISTING BURIED CABLES
	LIGHT POLE		OVERHEAD LINES
	SIGN		EXISTING GAS MAIN
	C.O.		PR. SANITARY SEWER
	HYDRANT		PR. WATER MAIN
	INLET		PR. STORM SEWER
	PROPOSED LIGHT POLE		PR. R. Y. CATCH BASIN
	TC 600.00		PROPOSED LIGHT POLE
	GU 600.00		PR. TOP OF CURB ELEVATION
	TW 600.00		PR. GUTTER ELEVATION
	TP 600.00		PR. TOP OF WALK ELEVATION
	FG 600.00		PR. TOP OF PMNT. ELEVATION
			FINISH GRADE ELEVATION

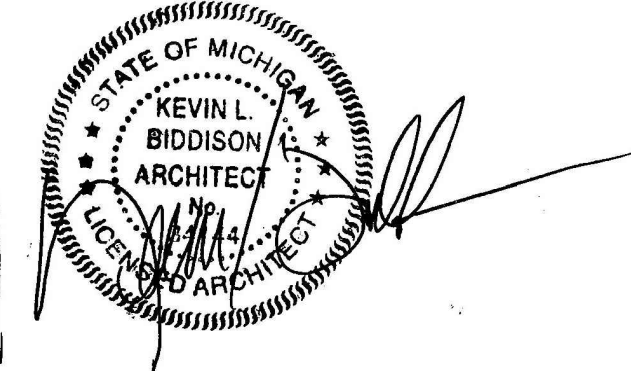


PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

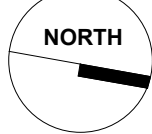
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SITE PLAN REVISION 05.13.19

ARCHITECTURAL
SITE PLAN



1971.16

SP.101

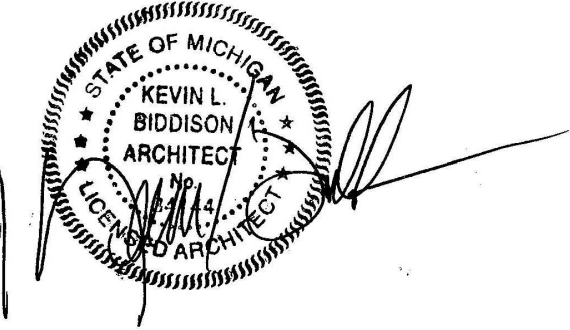


PROPOSED BUILDING FOR:
The Maple

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Birmingham, Michigan

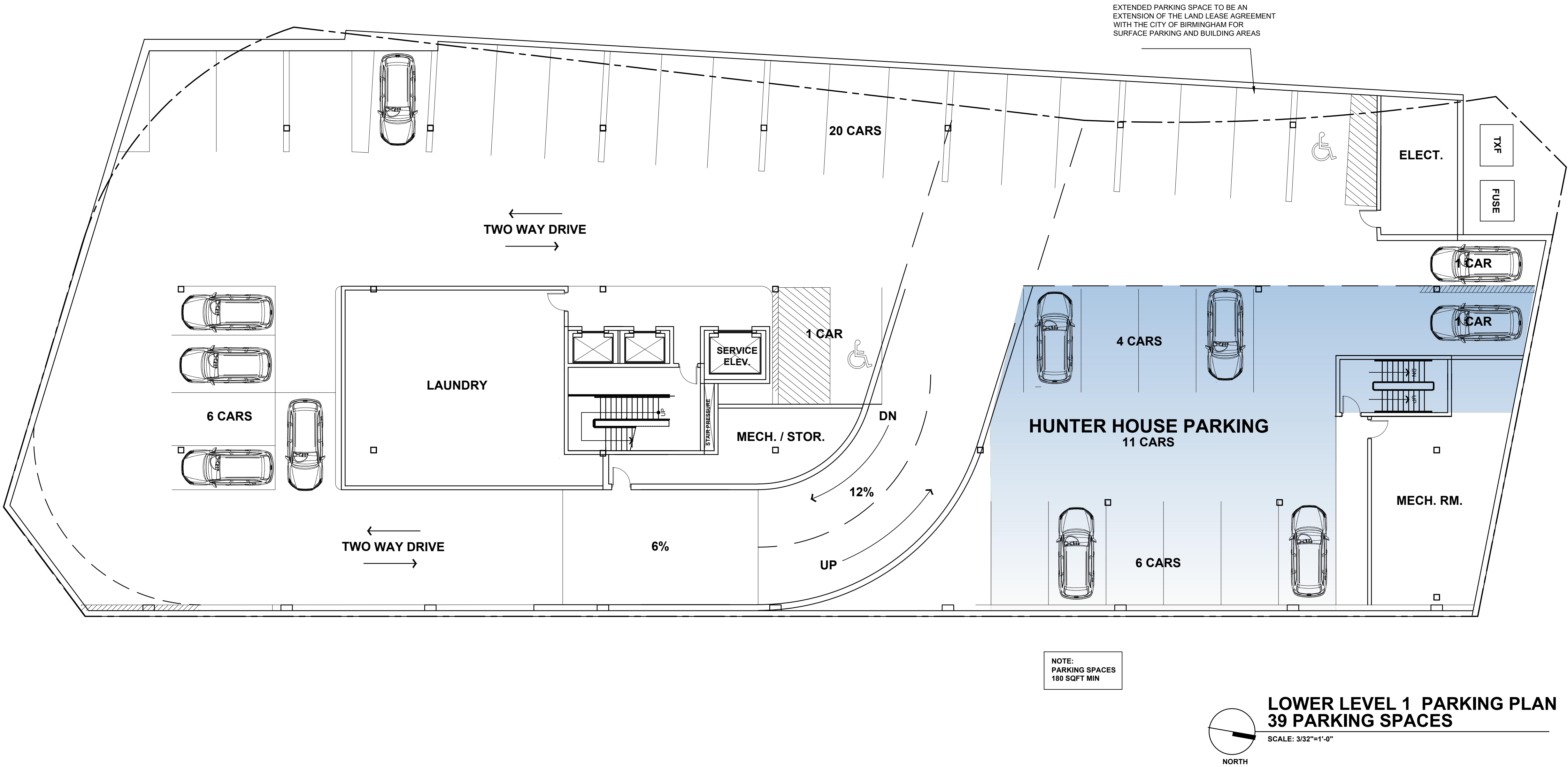
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SITE PLAN REVIEW 05.13.19

**LOWER LEVEL 1
PARKING PLAN**



1971.16

LL.100

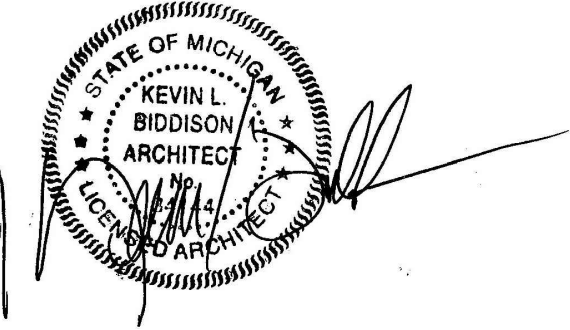


PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

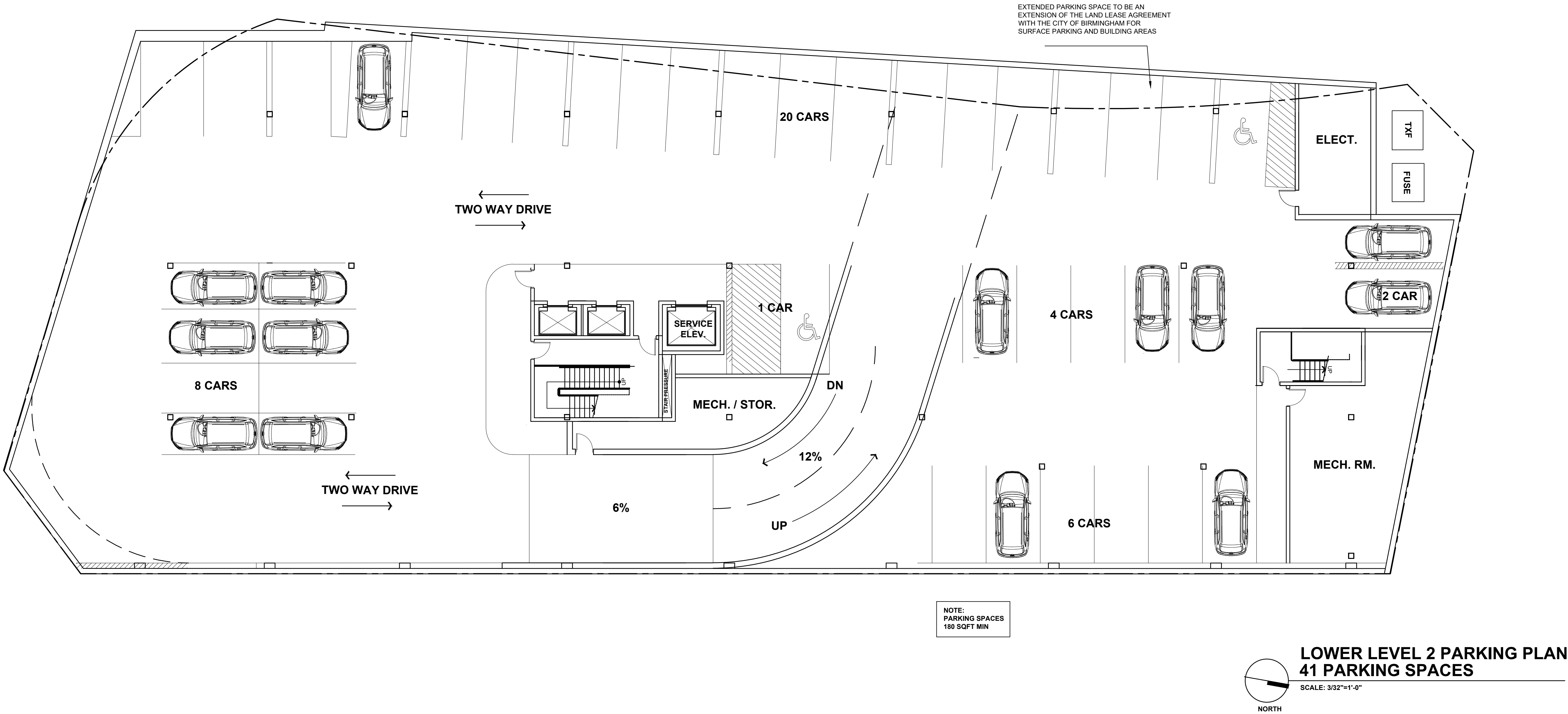
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SITE PLAN REVIEW 05.13.19

LOWER LEVEL 2
PARKING PLAN



1971.16

LL.101

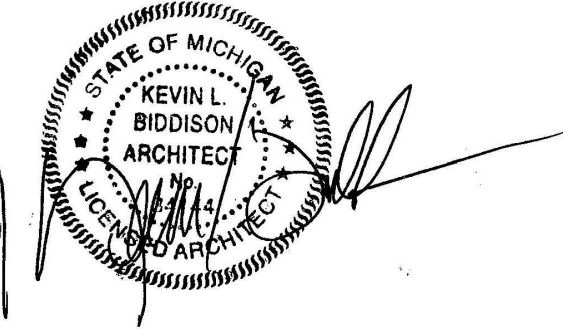


PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

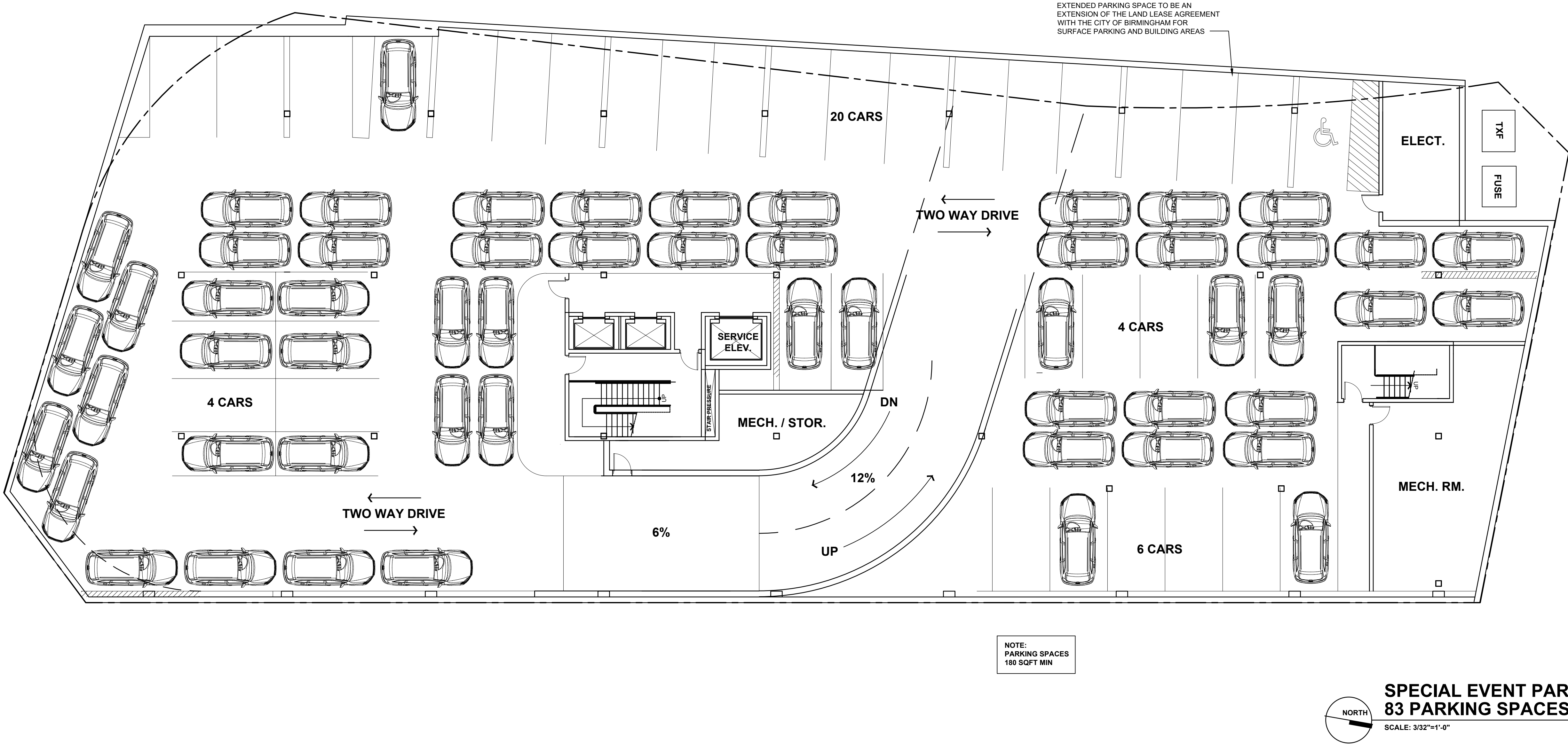
SITE PLAN REVIEW 11.26.18
SITE PLAN REVISION 02.20.19
SITE PLAN REVIEW 05.13.19

SPECIAL EVENT
PARKING-VALET



1971.16

LL.101-a



Consultants

Project title

PROPOSED BUILDING FOR:
The Maple

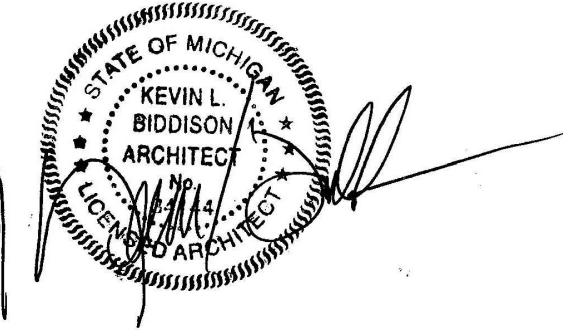
35001 and 35075 Woodward Ave.
Birmingham, Michigan

Issued dr/ch

SITE PLAN REVIEW 11.26.18
SITE PLAN REVISION 01.02.19
SITE PLAN REVISION 02.20.19
SITE PLAN REVIEW 05.13.19

Sheet title

FIRST
FLOOR PLAN

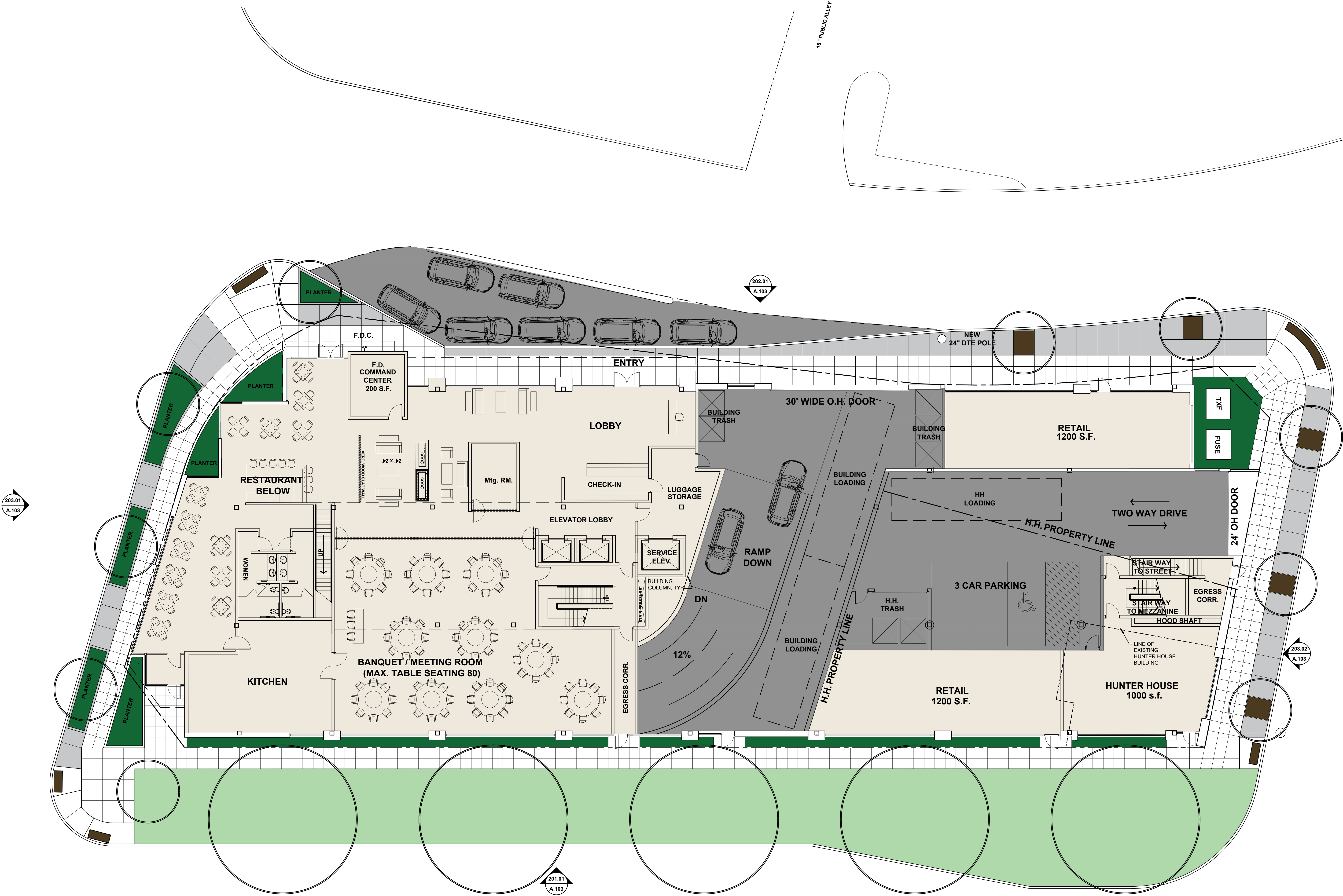


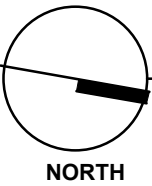
Project no.

1971.16

Sheet no.

A.101



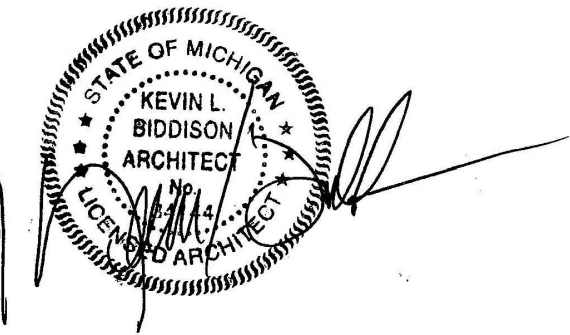
FIRST FLOOR PLAN
SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

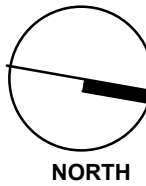
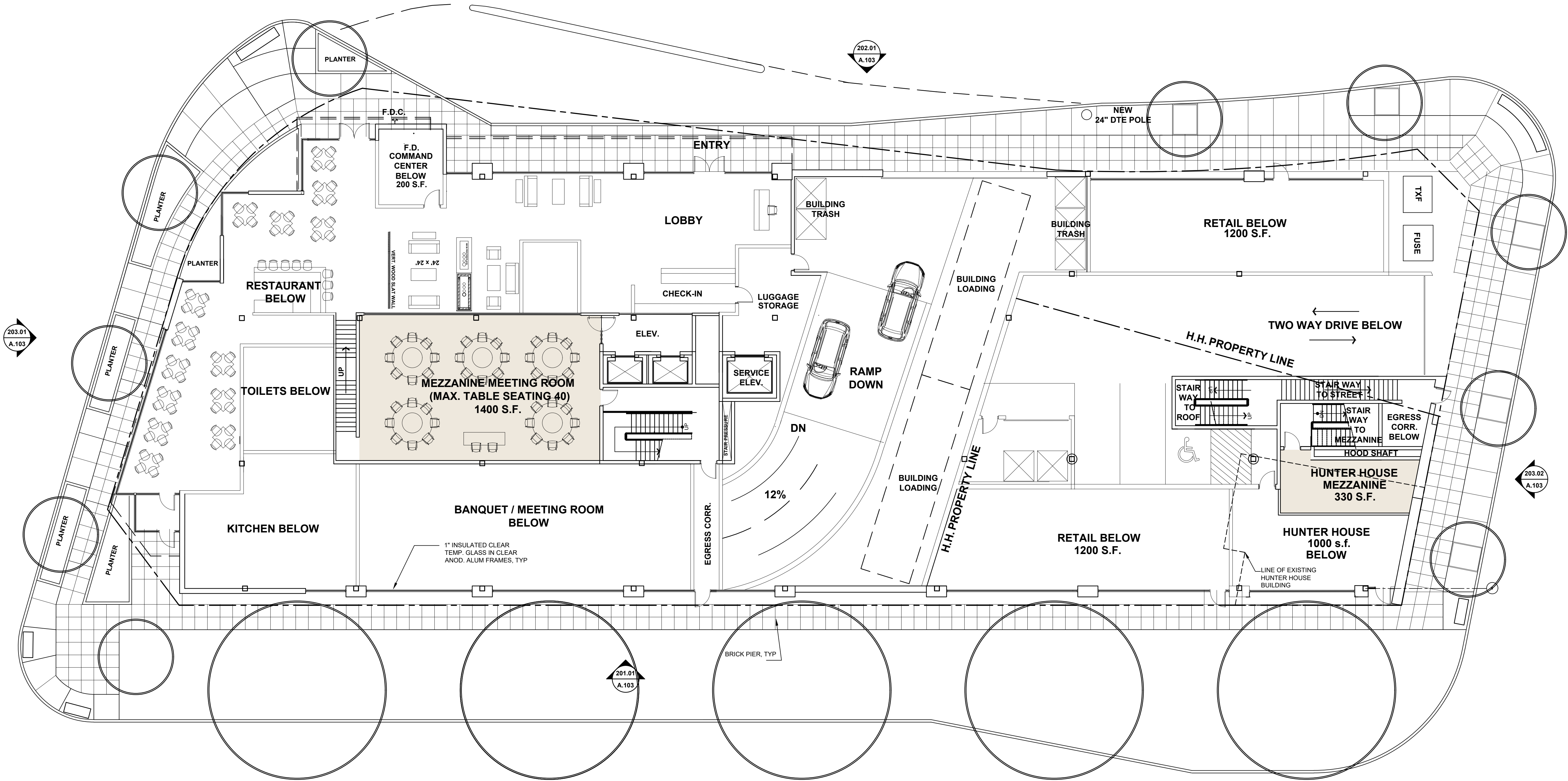
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SITE PLAN REVIEW 05.13.19

MEZZANINE
FLOOR PLAN



1971.16

A.101-M



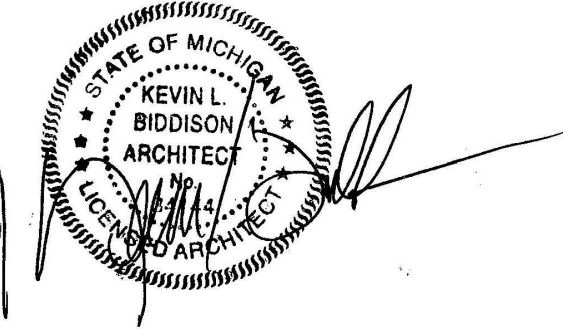
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PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

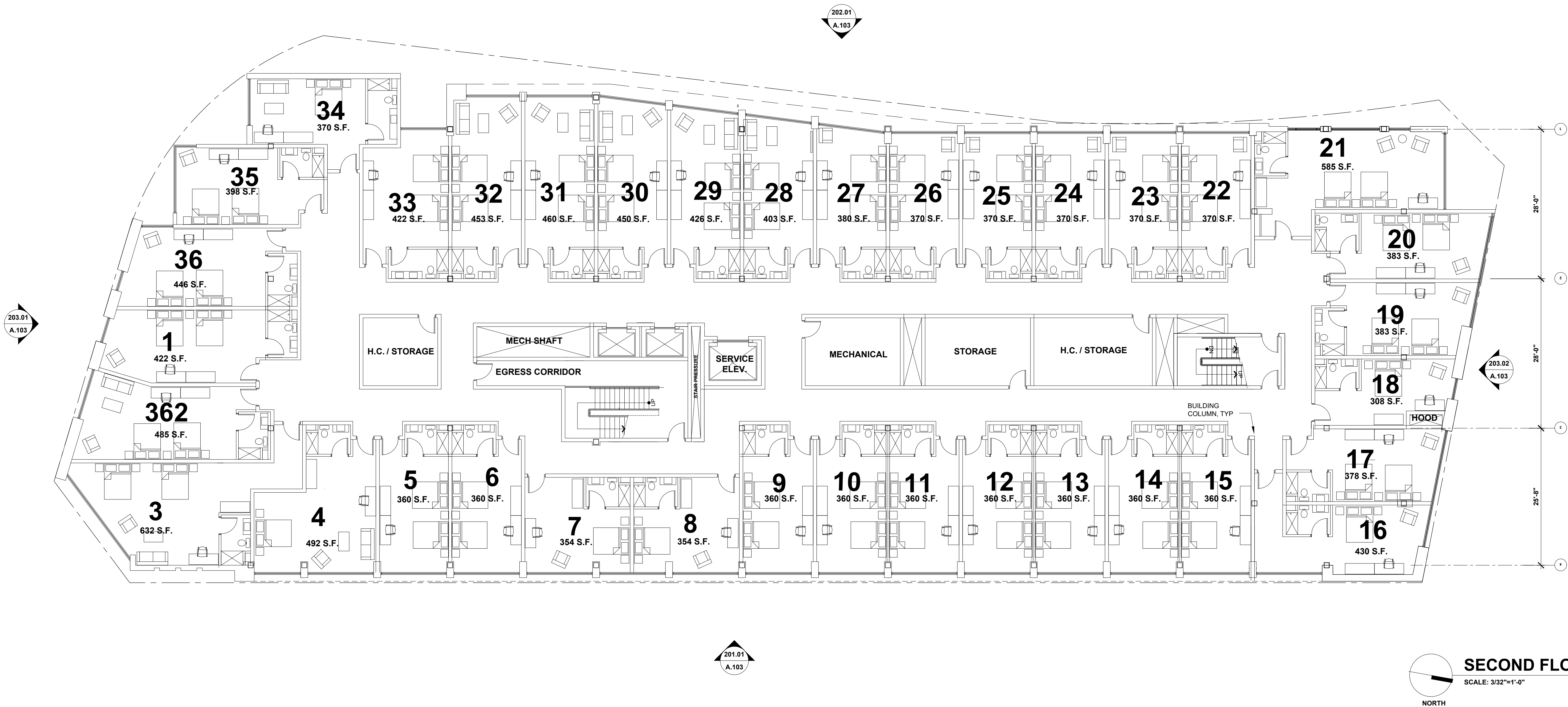
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SITE PLAN REVIEW 05.13.19

SECOND
FLOOR PLAN



1971.16

A.102



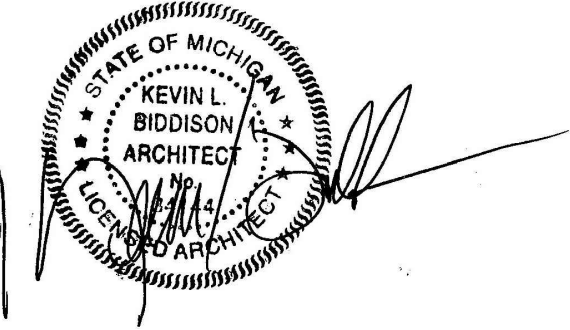
PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

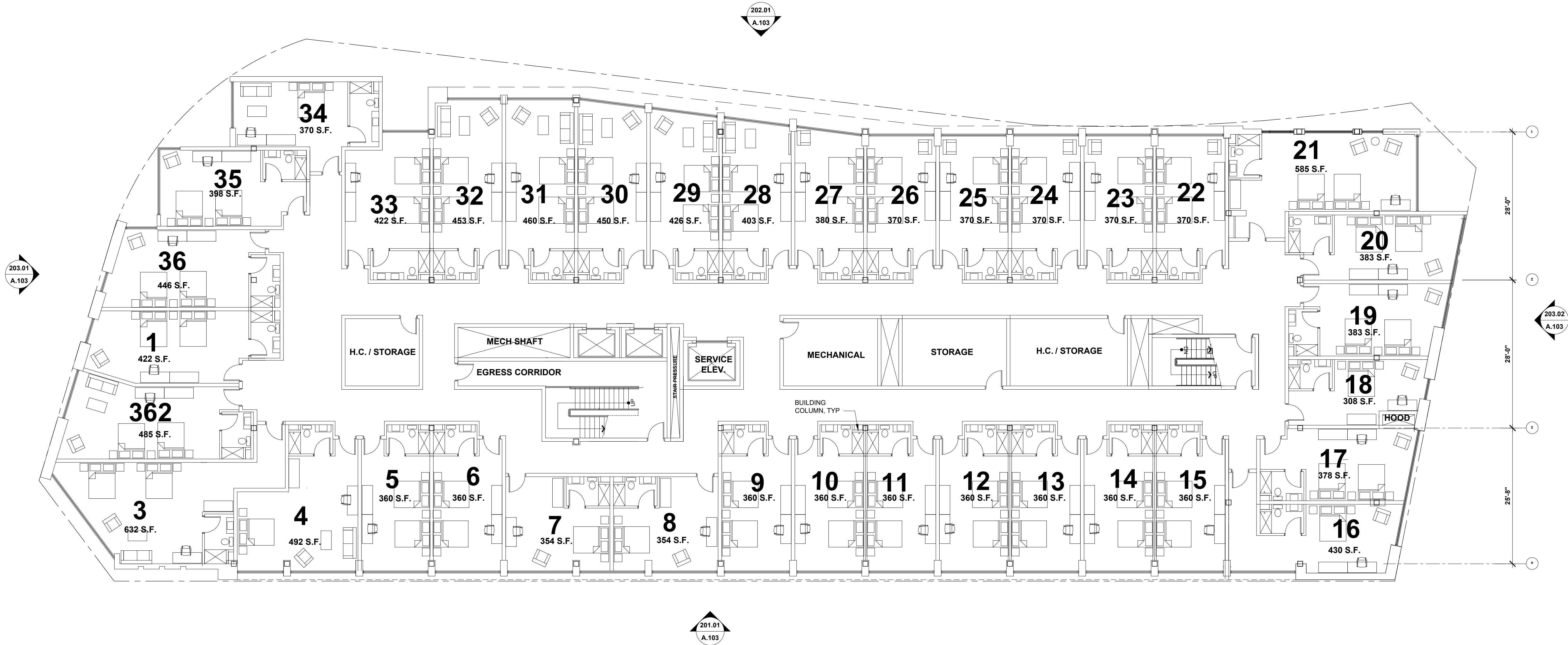
SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19

THIRD
FLOOR PLAN



1971.16

A.103



THIRD FLOOR PLAN
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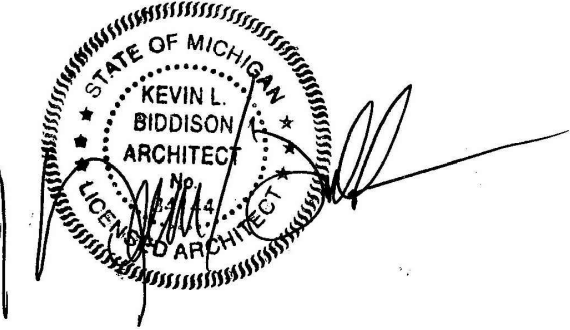
PROPOSED BUILDING FOR:

The Maple

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Birmingham, Michigan

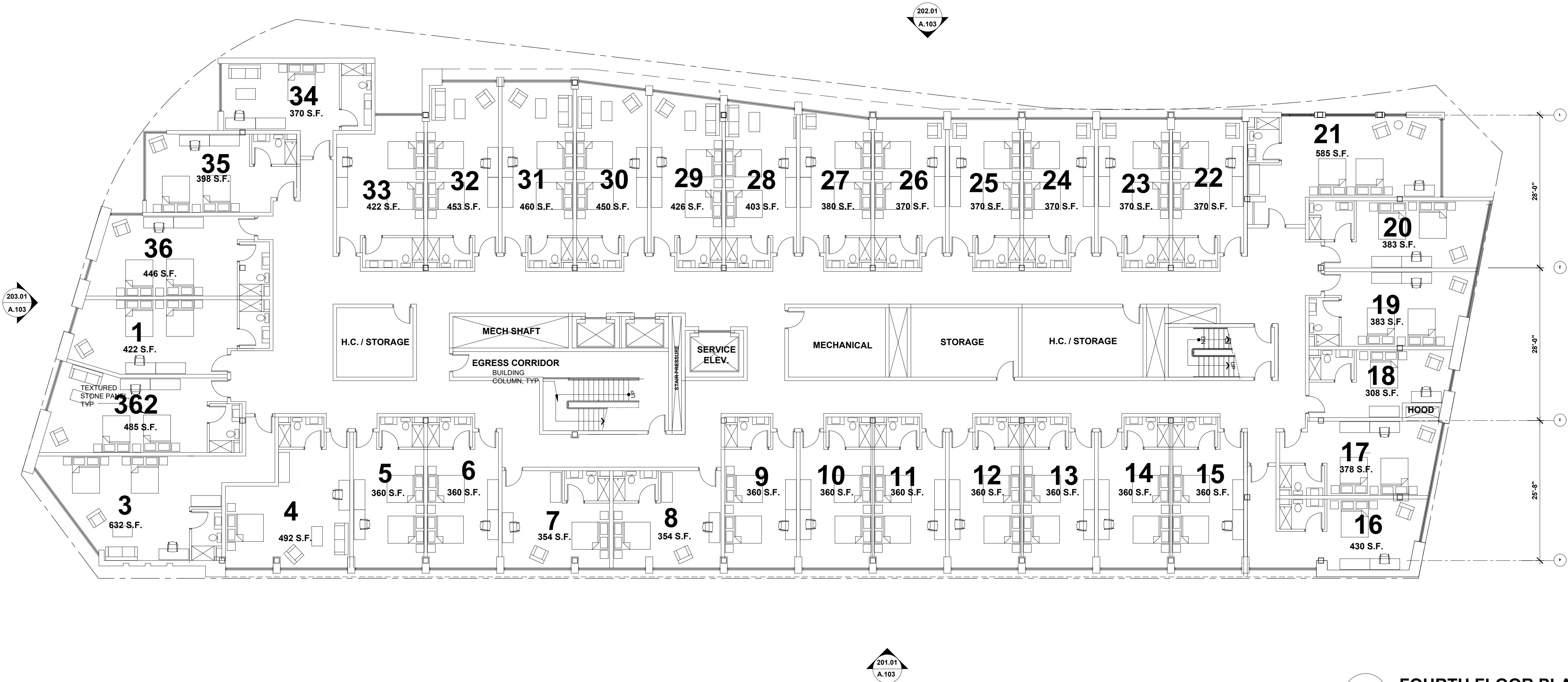
SITE PLAN REVIEW	03.29.18
SITE PLAN REVIEW	05.13.19

FOURTH
FLOOR PLAN



1971.16

A.104



FOURTH FLOOR PLAN
SCALE: 3/32"=1'-0"

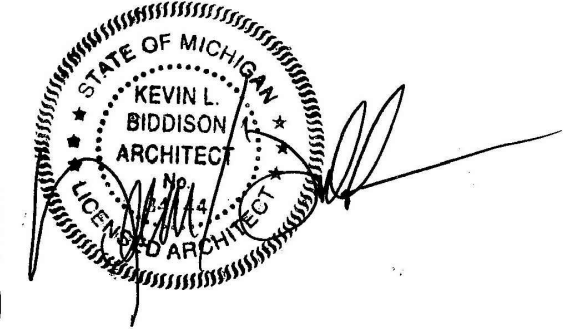
PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

SITE PLAN REVIEW 11.26.18
SITE PLAN REVISION 02.20.19
SITE PLAN REVIEW 05.13.19

FIFTH
FLOOR PLAN



1971.16

A.105



NORTH

FIFTH FLOOR PLAN

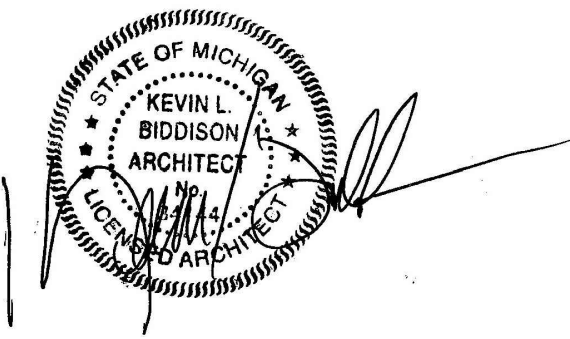
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PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

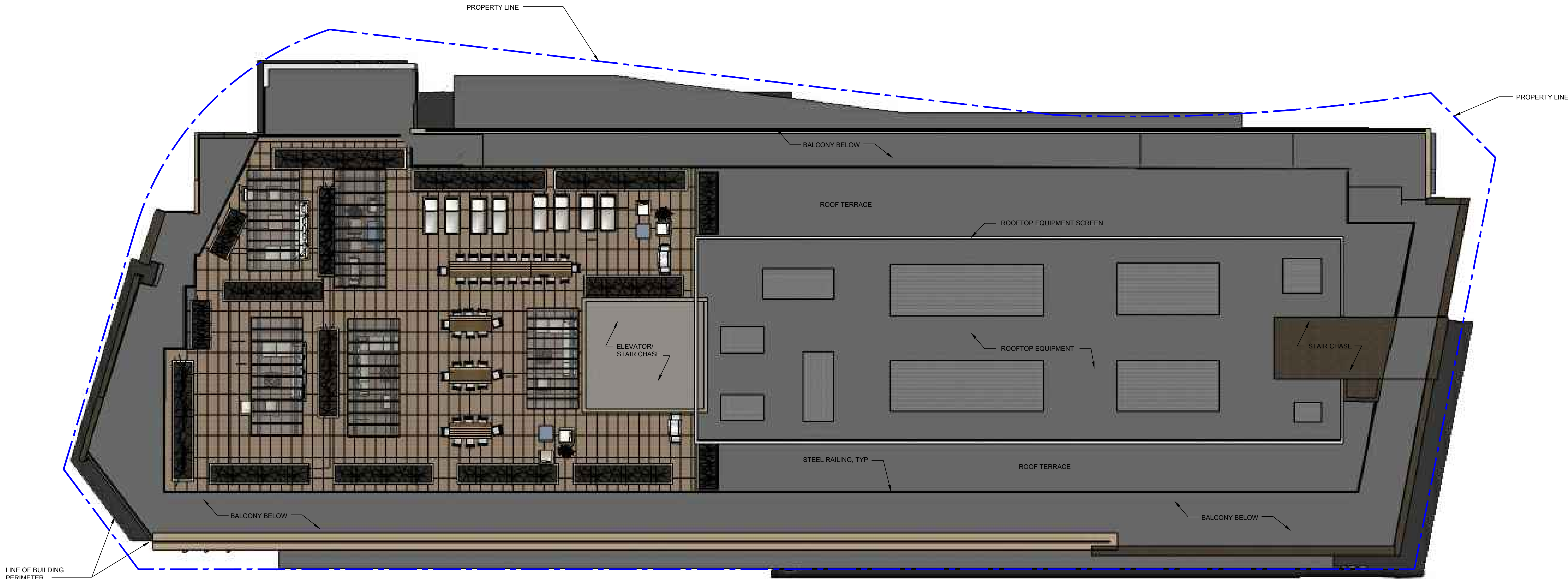
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SITE PLAN REVIEW 05.13.19

ROOF PLAN



1971.16

A.106



ROOF PLAN

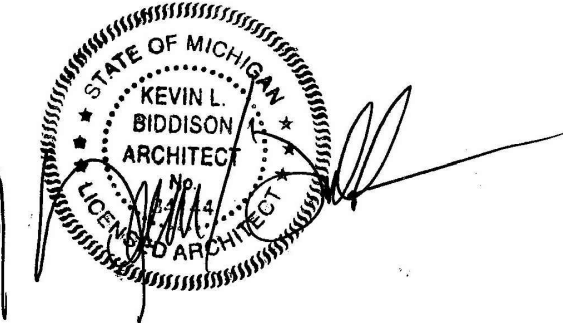
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PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

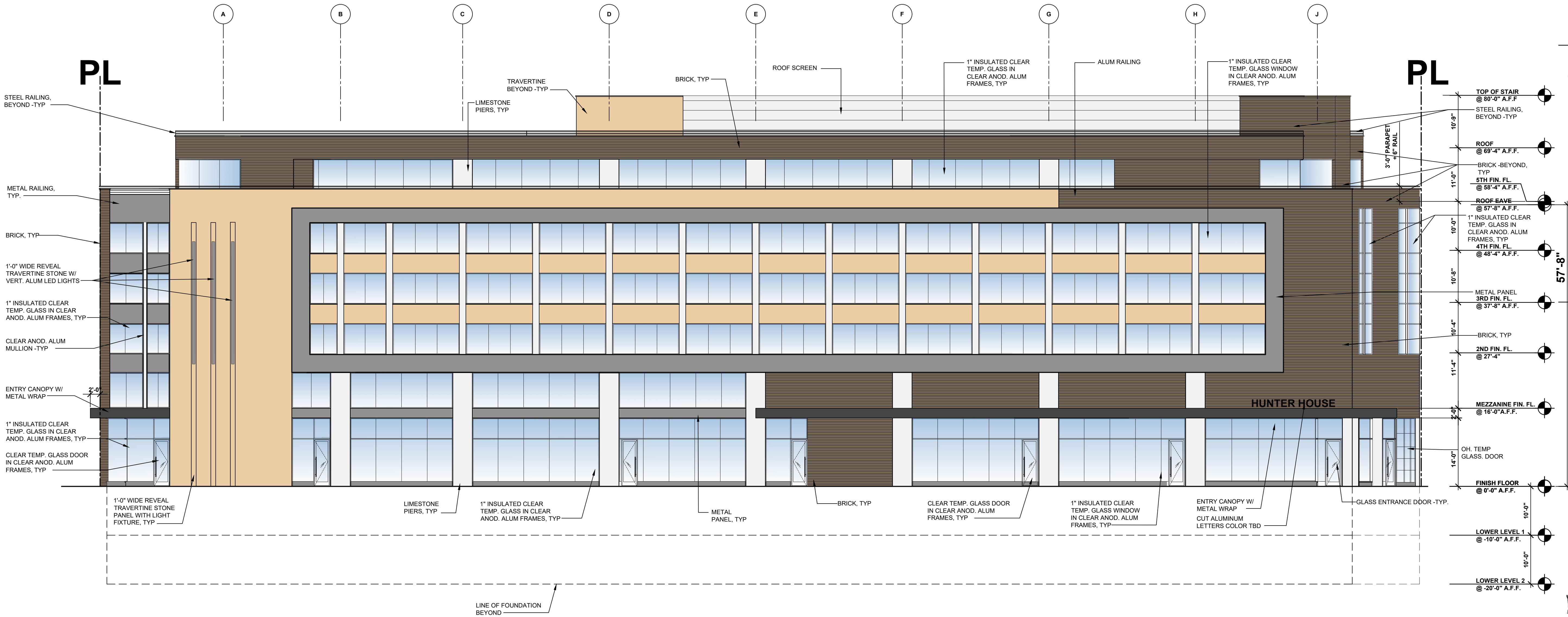
SITE PLAN REVIEW 03.29.18
SITE PLAN REVIEW 11.26.18
SITE PLAN REVIEW 05.13.19

ELEVATIONS



1971.16

A.201



ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	538	1,353
% OF TOTAL	28.5%	71.5%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	11,040	5,698
% OF TOTAL	66.0%	34.0%
REQUIRED %	65% MIN	35% MAX

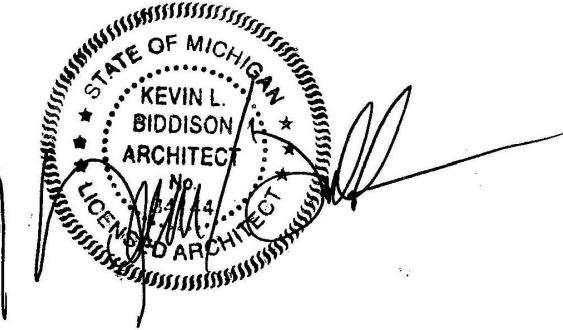
201.01 EAST ELEVATION
A.103 SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

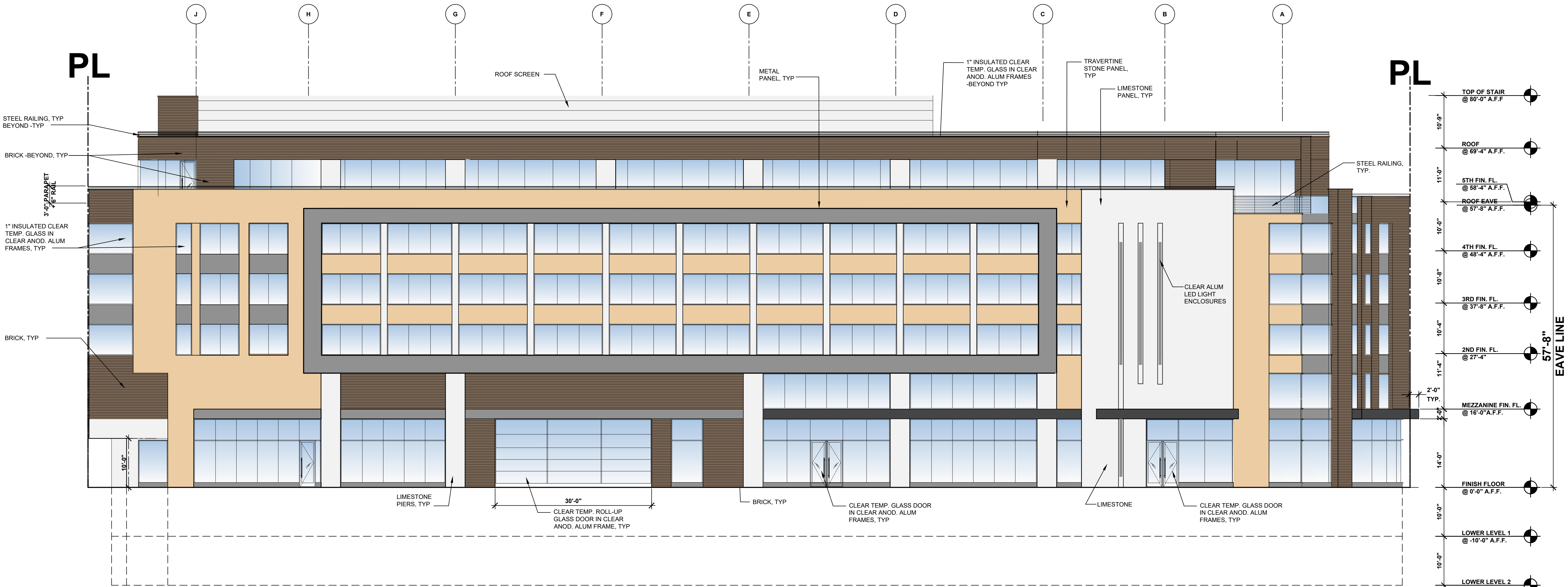
SITE PLAN REVIEW 03.29.18
SITE PLAN REVIEW 11.26.18
SITE PLAN REVIEW 05.13.19

ELEVATIONS



1971.16

A.202

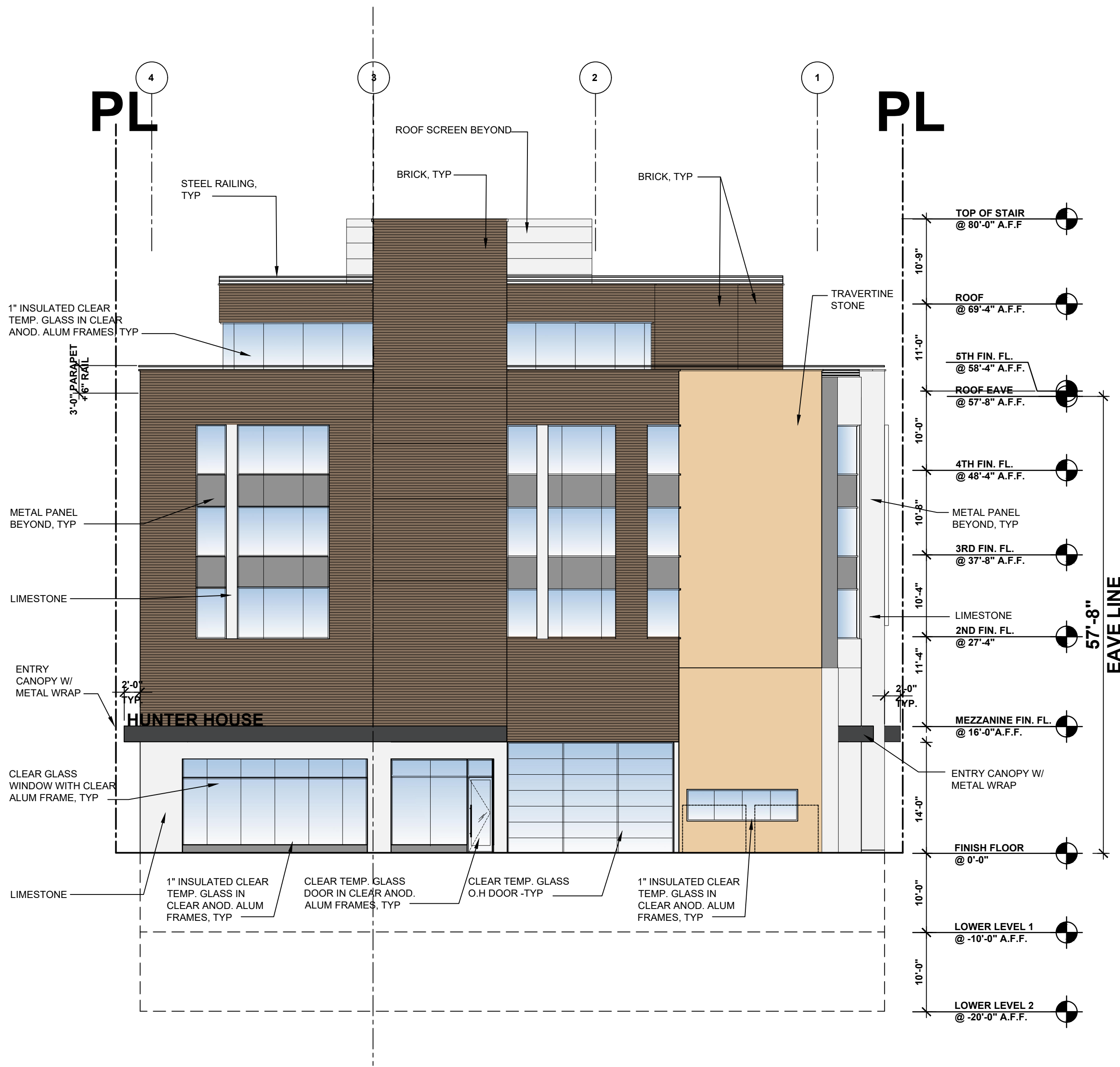


ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	546	1332
% OF TOTAL	29.1%	71%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	12,260	5478
% OF TOTAL	67.3%	32.7%
REQUIRED %	65% MIN	35% MAX

202.01 WEST ELEVATION
A.102

SCALE: 3/32"=1'-0"



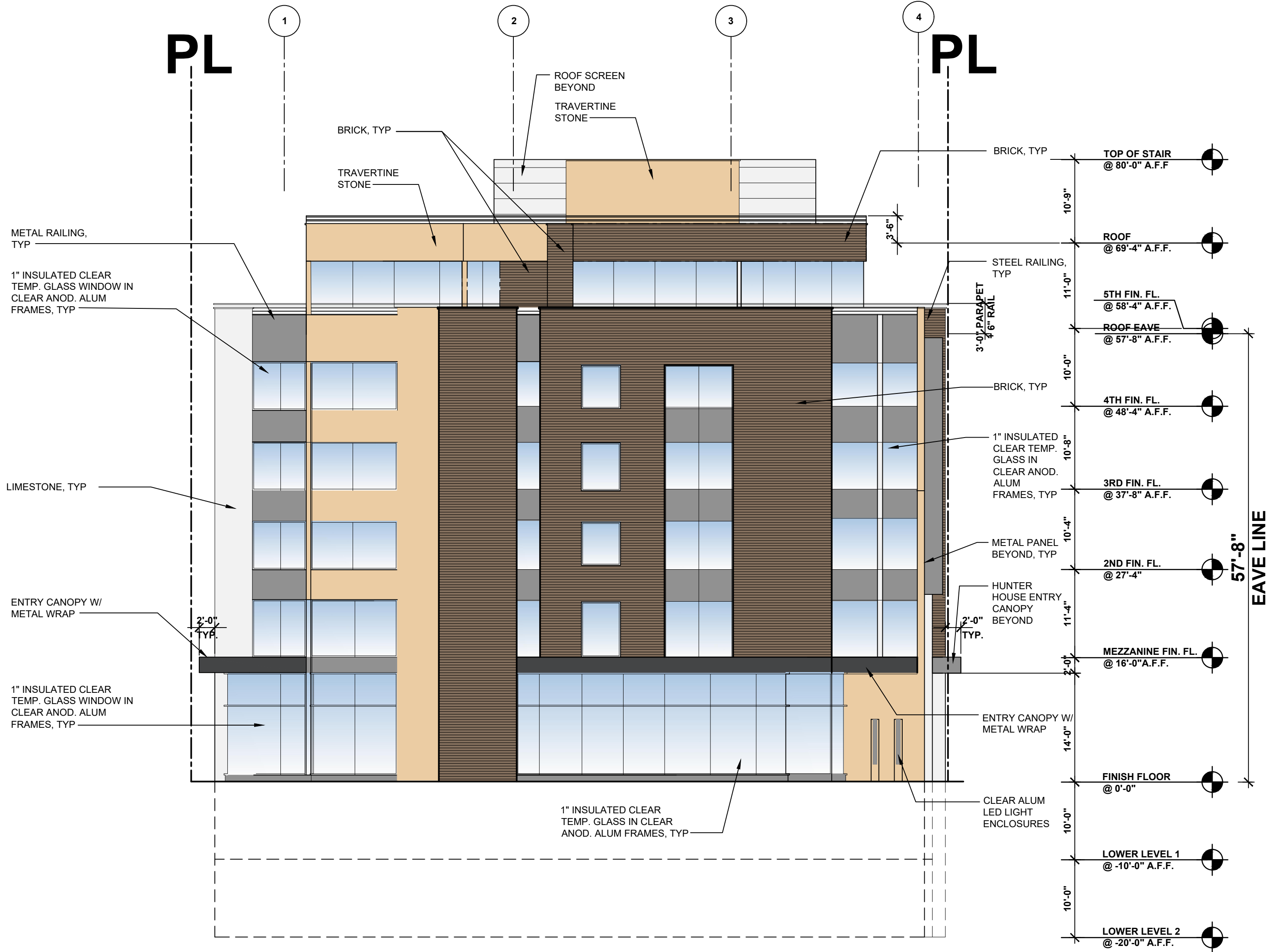
ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	187	471
% OF TOTAL	28.4%	71.6%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	5,054	931
% OF TOTAL	84.6%	15.6%
REQUIRED %	65% MIN	35% MAX

203.02
A.103

NORTH ELEVATION

SCALE: 3/32"=1'-0"



ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	190	468
% OF TOTAL	28.9%	71.1%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	3,926	2,059
% OF TOTAL	65.6%	34.4%
REQUIRED %	65% MIN	35% MAX

203.01
A.103

SOUTH ELEVATION

SCALE: 3/32"=1'-0"

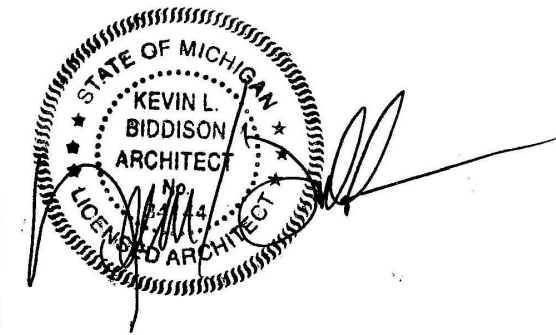
PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

SITE PLAN REVIEW 03.29.18
SITE PLAN REVIEW 11.26.18
SITE PLAN REVIEW 05.13.19

ELEVATIONS



1971.16

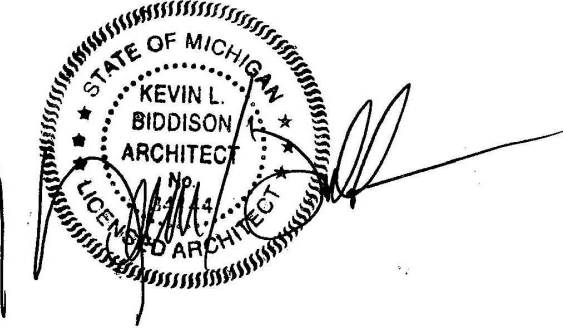
A.203

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19

**PERSPECTIVE
IMAGES**



1971.16

A.301



SOUTHEAST PERSPECTIVE IMAGE



NORTHEAST PERSPECTIVE IMAGE



EAST PERSPECTIVE IMAGE



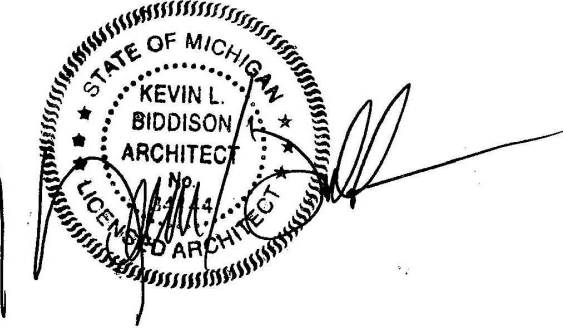
SOUTHWEST PERSPECTIVE IMAGE

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

SITE PLAN REVIEW	01.02.19
SITE PLAN REVIEW	05.13.19

PERSPECTIVE
IMAGES



1971.16

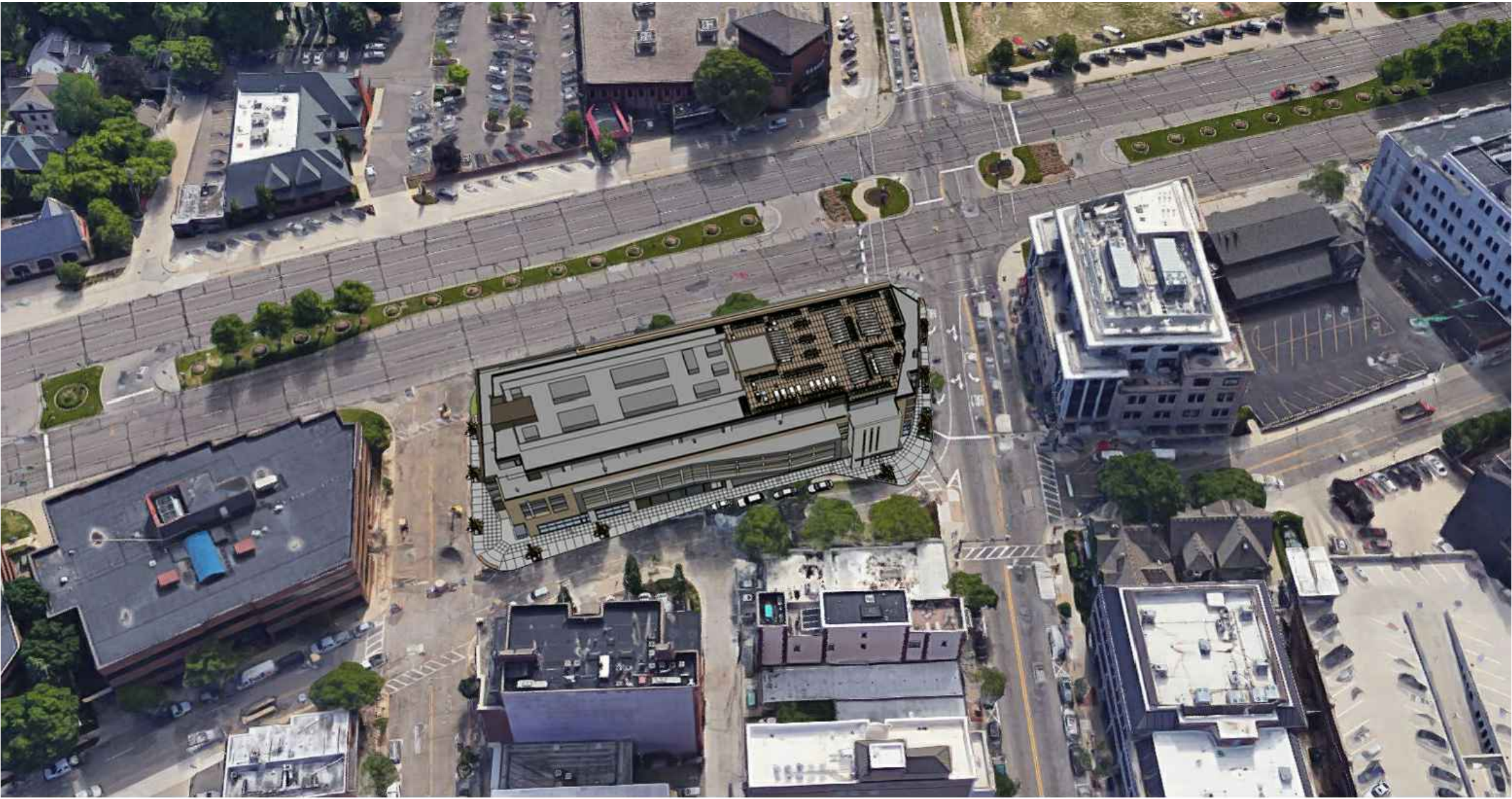
A.302



SOUTH AERIAL IMAGE



EAST AERIAL IMAGE



WEST AERIAL IMAGE



NORTH AERIAL IMAGE

ADDENDUM TO AGREEMENT TO PURCHASE REAL ESTATE

THIS ADDENDUM TO AGREEMENT, dated the _____ day of September, 2005, by and between Birmingham Properties, L.L.C. (hereinafter Purchaser), and Hunter House Hamburgers, Inc. (hereinafter Seller), and concerning the sale of certain air and subjacent development rights in land situated in the City of Birmingham, described as 35075 Woodward Avenue, Birmingham, MI 48009.

amends and modifies as described hereinafter the terms and conditions precedent to the contract previously entered into and entitled AGREEMENT TO PURCHASE REAL ESTATE.

WHEREAS, the parties hereto desire to set forth the amended terms and conditions as they relate to the agreement previously entered into; and,

WHEREAS, the parties hereto desire to amend and modify the terms and provisions of the previous agreement only as set forth herein; and,

WHEREAS, certain conditions precedent to the effectuation of the previous agreement must be addressed;

NOW THEREFORE, in consideration of the foregoing,

IT IS AGREED AS FOLLOWS:

1. Paragraph 4 previously provided that a deposit would be deposited with the Fidelity Title Company. This addendum modifies that provision in that no deposit shall be placed with Fidelity Title Company for the reason that the parties have negotiated that the sum of Six Hundred Ten Thousand (\$610,000.00) Dollars will be paid by the Purchaser to the Seller at the closing to take place within thirty (30) days.

2. In addition to the foregoing payment by the Seller to the Purchaser, Purchaser will arrange for a loan to be made to the Seller by a bank or financial institution of the Purchaser's choosing in the amount of \$200,000.00. Such loan shall be closed concurrently with the closing date set forth in paragraph 1 herein. Collateral for said loan will be placed with the creditor by the Purchaser in satisfaction of any criteria demanded by the creditor (including the business assets of the Seller's restaurant, but excluding any leased or secured assets, and the personal guaranty of Mark Pappazian). All payments to be made pursuant to said loan shall be made by the Seller. If the Seller defaults, and the collateral placed by the Purchaser is in jeopardy, Purchaser may make said payments, sue the Seller or otherwise proceed under any available legal or equitable process to collect such loan. Seller's default however shall in no way affect the underlying agreement previously entered into. This paragraph is a condition precedent to the effect of this addendum.

3. Paragraphs 4 and 8 previously provided that the Purchaser would have a due diligence and an extended due diligence period. This addendum modifies and amends such provisions by eliminating any due diligence or extended due diligence period for the reason that the closing will have already taken place and funds will have been paid by the Purchaser and there is no requirement for any due diligence periods.

4. Paragraphs 4 and 14A also previously included provisions relating to Seller's right to approve plans or right to waive approval of such plans. This addendum modifies and amends such provisions by the parties' agreement that "Hunter House retains the right in its sole discretion to approve the plans related to the re-construction of interior of the Hunter House, subsequent to closing, which right shall in no way be compromised." With respect to such plans, the parties also agree that Victor Saroki, the architect for the project which is the subject of this agreement to purchase real estate and this addendum, shall submit plans for the lay out (or the building envelope for the new Hunter House) to the Hunter House concurrently with the signing of this addendum for Seller's approval. Seller shall have 10 days to approve such plans. If Seller approves such plans within such 10 days, then they will be deemed final and accepted by the parties. If Seller desires modifications to such plans, then Seller shall notify Victor Saroki, with reasonable detail, of such desired modifications and Victor Saroki shall determine if such changes are acceptable or not within 10 days. If such changes are acceptable, then Victor Saroki shall make such modifications and such plans shall be deemed final. If no agreement is reached with respect to the plans during such 20 day period, then the parties shall seek a determination by an independent architect chosen by the parties to resolve the disputed items within 30 days of the end of such 20 day period and whose determination with respect to the disputed items shall be deemed final and the plans shall then be deemed final.

5. Paragraph 7 previously provided that Purchaser has examined the title to the subject property and has determined that it is acceptable in its current condition (subject to the removal of mortgages and liens such as the one described in this paragraph). This addendum modifies and amends that provision because there now appears a second mortgage held by Dennis DeClerk. Seller must FIRST negotiate and obtain a discharge of the second mortgage or a subordination of the second mortgage. Unless this mortgage can be discharged or subordinated, Hunter House cannot convey title to the subject property, and the closing herein cannot be conducted. This paragraph is a condition precedent to the effect of this addendum. Seller shall endeavor to have such mortgages discharged by the closing date or Purchaser may waive such requirement and proceed to closing.

6. Paragraph 14A will contain the following language: "Hunter House retains the right in its sole discretion to approve the plans related to the re-construction of Hunter House, subsequent to closing, which right shall in no way be compromised."

7. Paragraph 14B in the previous agreement used the word "closing." This addendum will amend the last sentence in the previous agreement with the following: "Beginning on the date construction begins and continuing until the restaurant opens for

business, BPLLC agrees to reimburse HH, within five (5) days of payment for the monthly rental fee for the Municipal Parking Lot.”

8. Paragraph 14D in the previous agreement used the word “closing.” This addendum will amend that paragraph to replace the word “closing” with “start of construction.”

9. Paragraph 16 as it relates to “Lender’s Approval” should be eliminated in its entirety. This paragraph dealt with the first mortgage on the subject property. Since that mortgage will be paid off in full, there is no necessity to include that provision at all. The provision in Paragraph 16 as it relates to “Adequate Security” shall be amended to provide that Purchaser’s letter of credit shall be issued by a bank or other financial institution concurrently with its notice to Seller that construction will commence within sixty (60) days.

10. The parties hereby agree that Seller shall retain possession of the premises after the closing and delivery of a warranty deed until such time as it has been notified by the Purchaser that construction is to commence within sixty (60) days. The parties agree that Seller shall continue to operate its business and be entitled to the same rights of possession that it enjoyed prior to the closing of this transaction. No lease shall be necessary and Seller shall have no financial obligation to the Purchaser subsequent to the closing since the parties agree to Seller’s retention of the premises (except to name Purchaser on insurance policies as additional insured for liability and real property damage).

IN WITNESS WHEREOF, the parties have executed and delivered this agreement as of the day and year first above written.

Dated: 9-29-05

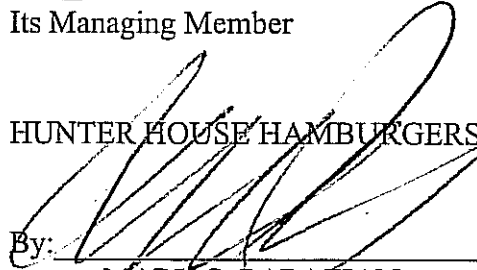
BIRMINGHAM PROPERTIES, LLC (BPLLC)

By: 
JAMAL S. KALABAT

Its Managing Member

Dated: 9-27-05

HUNTER HOUSE HAMBURGERS, INC. (HH)

By: 
MARK S. RAPAZIAN

Its President

AGREEMENT TO PURCHASE REAL ESTATE

Birmingham Properties, LLC. ("BPLLC") and Hunter House Hamburgers, Inc. ("HH") enter into this agreement ("Agreement") concerning the sale of certain air and subjacent development rights in land situated in the City of Birmingham, Oakland County, Michigan ("Property"), described as follows:

- a. See legal description attached as **exhibit A** attached hereto and incorporated herein by reference; and
- b. Tax parcel id no(s): **19-25-456-014** ; and
- c. Commonly known by the address of:
35075 Woodward Avenue, Birmingham, MI 48009

The term "Effective Date" means the date upon which HH accepts this Agreement, as evidenced by HH's signature. At the closing of the conveyance, the Property shall be immediately conveyed to BPLLC as provided in this Agreement ("HH Property"). The HH Property is more specifically described on **Exhibit A**.

1. Condition of Property: The Property shall be conveyed "as is, where is" without any representation or warranty as to its condition or its suitability for the use intended by BPLLC. The Property does not include any personal property, fixtures or improvements located on the Property. BPLLC assumes the risk with respect to the soil conditions, the location of underground utility and sewer lines, hazardous materials, governmental regulations and approvals, and any other factor which could adversely impact BPLLC's intended use or its performance under this Agreement.

2. Cash Sale: The sale shall be consummated by HH's delivery of a warranty deed conveying marketable title to the Property in the form attached as **Exhibit B**, subject to all building and use restrictions and interests of record. Payment of purchase money is to be made in cash or certified check.

3. Purchase Price: The Purchase Price for the Property is **Six Hundred Ten Thousand and no/100 Dollars (\$610,000.00)** ("Purchase Price").

4. Deposit: Within seven (7) days of the Effective Date, BPLLC shall deposit the sum of \$35,000.00 ("Deposit") with the Fidelity Title Co., 32100 Telegraph Rd Ste 215, Bingham Farms, MI 48025-2454 ("Title Company") as escrow agent, in escrow pursuant to an escrow agreement of even date herewith ("Escrow Agreement"). A portion of the Deposit, specifically \$10,000.00, shall be immediately non-refundable and shall be disbursed to HH by the Title Company. The remainder of the Deposit, specifically \$25,000.00, shall be held by the Title Company and disbursed in accord with this Agreement. In the event of Closing, the Deposit shall be applied as a credit against the Purchase Price.

In the event the Deposit is not paid to the Title Company within fourteen (14) days of the Effective Date, this Agreement shall become automatically null and void, and BPLLC shall

reimburse HH the actual attorney fees it incurred in negotiating and drafting this Agreement. In the event of a termination of this Agreement by BPLLC during the Due Diligence Period, \$25,000.00 of the Deposit shall be refunded to BPLLC. In the event of a termination of this Agreement by BPLLC after the Due Diligence Period, the entire Deposit shall be paid to HH as a termination fee. In the event of a breach of this Agreement by BPLLC prior to or at Closing, the entire Deposit shall be paid to HH as liquidated damages. In the event of a termination of this Agreement by HH prior to or at Closing, \$25,000.00 of the Deposit shall be paid to BPLLC, unless (a) BPLLC has elected to invoke its right to an Extended Due Diligence Period, in which case the entire Deposit shall be paid to HH, or (b) HH has agreed to Approved Plans or waived the approval of such plans as a condition to closing, in which case the entire Deposit shall be paid to HH, or (c) there has been breach of this Agreement by BPLLC prior to or at Closing, in which case the entire Deposit shall be paid to HH. In the event of a material breach of this Agreement by HH prior to or at Closing, the entire Deposit shall be refunded to BPLLC as liquidated damages. In the event of a breach by both parties on or before Closing, the distribution of the Deposit shall be referred to binding arbitration to determine a fair allocation between the parties in light of their respective breaches. The decision of the arbitrator shall be enforced by judgment of the Circuit Court. Notwithstanding anything to the contrary, once HH has agreed to Approved Plans or waived the approval of such plans as a condition to Closing, the entire Deposit shall become nonrefundable and shall be immediately disbursed to HH by the Title Company. In no event shall HH be liable for any damages to BPLLC beyond the return of the Deposit. In the event a dispute should arise concerning distribution of the Deposit, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

6. **Closing:** Unless this Agreement is terminated pursuant to a condition precedent, the closing ("Closing") shall occur at the latest of: (a) six (6) months from the last day of the Due Diligence Period or the Extended Due Diligence Period, or (b) on or before the expiration of forty-five (45) days following BPLLC obtaining, and the issuance of all governmental approvals necessary, in BPLLC's sole discretion, to permit BPLLC to use the Property as it deems reasonably appropriate. Notwithstanding the foregoing, the Closing must occur within two (2) years of the Effective Date. If the Closing does not occur within the two (2) year period, then this Agreement shall be deemed to have been terminated by BPLLC at the end of such period and the Deposit shall be paid to HH as a termination fee. BPLLC shall give HH at least thirty (30) days prior written notice of the Closing date. The Closing shall take place at the office of the Title Company. BPLLC shall be responsible for preparing the documents for the Closing. The documents shall be delivered to HH for review at least four (4) days prior to Closing. At Closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

7. **Evidence of Title:** BPLLC has examined the title and has determined that it is acceptable in its current condition. Nonetheless, BPLLC may obtain a commitment for a policy of title insurance for the Property without "standard exceptions" issued by the Title Company in an amount not less than the Purchase Price and bearing a date later than the date of the Effective Date ("BPLLC Title Commitment"). The cost of the BPLLC Title Commitment and corresponding title policy shall be borne by BPLLC. HH may obtain a commitment for a policy of title insurance for the HH Property without "standard exceptions" issued by the Title Company in an amount not less than \$610,000.00 and bearing a date later than the date of the Effective Date ("HH Title

Commitment"). The cost of the HH Title Commitment and corresponding title policy shall be borne by HH.

8. Due Diligence Period/Extended Due Diligence Period: For a period of sixty (60) days from the Effective Date ("Due Diligence Period"), BPLLC shall have the right, at its sole cost and expense and provided that its actions do not interfere with HH's business, to enter upon the Property for all purposes relative to BPLLC's environmental, preliminary site planning, engineering, zoning, and for any other physical, environmental, legal, or other inspection of the Property, or for any other purpose related to the Property deemed necessary at BPLLC's sole discretion, including but not limited to, any and all matters related to any future use of the Property by BPLLC. Such activities shall include, but not be limited to all environmental testing, topographical surveys, soil borings and testings of such other ecological environmental engineering and other testing as BPLLC deems appropriate. BPLLC may, at its option and at its sole discretion, extend the Due Diligence Period for sixty (60) additional days ("Extended Due Diligence Period"), by giving written notice to HH before the expiration of the Due Diligence Period. The maximum length of the combined Due Diligence Period and Extended Due Diligence Period shall be one hundred twenty (120) days from the Effective Date. In the event BPLLC damages or disturbs the Property as a result of its inspection or other activities, BPLLC shall restore, at BPLLC's sole cost and expense, the Property to substantially the same condition as existed on the Effective Date.

9. Survey: BPLLC has obtained, at BPLLC's sole cost and expense, an ALTA form metes and bounds survey of the Property ("Survey"). At the closing of the conveyance, the Survey shall be certified to BPLLC, HH, Title Company and to such other entity as BPLLC may direct, to a date no earlier than the date of this Agreement, prepared by a Michigan registered civil engineer or a licensed surveyor, reasonably acceptable to BPLLC, HH and Title Company, and otherwise in a form to permit the issuance of a title policy without standard exceptions or as otherwise required hereunder regarding the matters of survey. A copy of the Survey shall be provided to HH free of charge.

10. Environmental Reports & Environmental Indemnification: BPLLC shall obtain, at BPLLC's sole cost and expense, any and all environmental review and assessment reports it deems appropriate with respect to the Property ("Environmental Reports"). BPLLC shall promptly provide a copy of the Environmental Reports to HH free of charge. BPLLC shall not share or disclose the contents of the Environmental Reports or any information regarding Hazardous Materials on the Property with any third party without the prior written consent of HH, other than as required by law or to BPLLC's lenders, lawyers, environmental consultants, governmental officials and contractors. At the closing of the conveyance, BPLLC and its principals, jointly and individually, agree to indemnify and defend HH against all environmental remediation and clean-up costs relating to the Property that may be disclosed, including all related costs and reasonable attorney fees incurred by HH in the Environmental Report. HH shall fully cooperate connection with any such environmental remediation efforts required by BPLLC or clean-up ("Environmental Indemnification"). The limitation on damages in Section 4 shall not apply to a breach of this covenant caused by BPLLC, which shall survive termination. The obligations under this Section commence upon execution of this Agreement and are not conditioned on Closing. This Section is to be construed to protect HH, and shall be deemed to

include to all matters set forth in Section 23H, regardless of termination, unless such termination is caused by BPLLC. In the event, however, that HH terminates this Agreement prior to Closing, the Environmental Indemnification shall become void. HH acknowledges that BPLLC intends to pursue Brownfield redevelopment funding, but both HH and BPLLC agree that the Environmental Indemnification is not conditioned on such funding.

13. Delivery of Documents Relating to the Property: Within seven (7) days after request from either party, BPLLC and HH shall deliver to one another any and all documents and information with respect to the Property which they may have in their possession or which they may obtain from their agents, employees, consultants or other parties who have knowledge of the Property, including without limitation, all plans and other matters of title.

14. Redevelopment of Property: The parties acknowledge and agree that BPLLC intends to re-develop the HH Property for HH's use as a restaurant and parking lot (the "Restaurant"), subject to required community approvals and permits. BPLLC shall also develop the remainder of the Property and the adjacent property which BPLLC owns and on which a "Sunoco" gas station was previously operated (the "Adjacent Parcel") into a hotel (the "Hotel Condo") which is to be part of a larger development ("Development"). The Development shall include the common areas located on the Property and the Adjacent Property, and a parking garage located under the Property, but shall not include the HH Property, and shall include the municipal surface parking lot next to the HH Property further identified on Exhibit C ("Municipal Parking Lot"), which shall continue to be used by HH as in the past, unless otherwise agreed by HH in its sole discretion.

The parties agree that the HH Property will be redeveloped into the and as Condominium Unit "The HH PROPERTY" Restaurant, with a mezzanine, in accordance with plans to "Vanilla Box" condition described below. The "Vanilla Box" improvements shall be transferred a deed of The new Condominium Unit "the HH PROPERTY" to HH free of charge upon completion of such construction.

A. Hotel Development. BPLLC agrees to construct the Development, at its sole cost and expense, substantially as provided in the preliminary site plans attached hereto as Exhibit D (the "Site Plan") and prepared by Victor Saroki & Associates (the "Architects") which shall be subject to review and prompt and reasonable approval by HH.

B. Parking. BPLLC understands and agrees that adequate parking is critical to the success of the Restaurant, and that a minimum of fourteen (14) parking spaces, as approved by local government, are needed for the Restaurant's use on the HH Property and in the neighboring parking lot owned by the City of Birmingham (the "Municipal Parking Lot" identified on Exhibit D). HH will continue to lease the Municipal Parking Lot for its use. Beginning at Closing and continuing until the Restaurant opens for business, BPLLC agrees to reimburse HH, within five (5) days of payment, for the monthly rental fee for the Municipal Parking Lot until the completion of the Restaurant as provided below.

C. Dumpster. BPLLC shall provide a dumpster for the Restaurant's use in the area of the Development identified on Exhibit D. HH shall reimburse the Development its proportionate

share of the trash removal costs based on volume of use. Unless otherwise agreed in writing, Sunrise Management Company shall provide the dumpster service for the Development.

D. Restaurant construction. BPLLC shall proceed, at its sole cost and expense, to demolish the existing structures and construct the Restaurant on the Property in accord with the Approved Plans. Such demolition and construction shall be performed in a workmanlike manner using commercially reasonable efforts to complete construction in a timely manner. BPLLC's obligation to construct the Restaurant shall be to the extent of delivering, at its sole cost and expense, a "Vanilla Box" as provided below, and. HH shall complete all other improvements beyond the "Vanilla Box" necessary for it to open for business (including fixtures and equipment and other finishes and all applicable permits). The "Vanilla Box" shall consist of: (a) exterior walls and structural elements, (b) interior walls dry-walled and ready to paint, (c) cement flooring, (d) all windows, doors and window and door fixtures, (e) separately metered HVAC, heating, cooling, shaft and air return systems complete and operational ("Air Systems"), (f) all rough plumbing complete and operational, (g) all electrical necessary for HH's equipments pulled to the walls, (h) acoustical ceiling or an allowance of two (2) dollars per square foot for exposed painted ceiling at HH's option, (i) bathrooms to code, and (j) driveways, curb cuts and parking lot paved and stripped (as provided in the Approved Plans). The Air Systems shall include ductwork between the Restaurant and the roof of the Hotel, and HVAC units that will provide make up air for the Restaurant, but will not include hood, fans, or pipe. BPLLC shall, however, install the pipe at it's sole cost and expense, provided HH pays for the pipe materials. The "Vanilla Box" shall be constructed by BPLLC in accord with the Americans with Disabilities Act and all similar laws, ordinances and regulations concerning accessibility by handicapped persons (the "Disability Acts"). BPLLC represents and warrants that the "Vanilla Box" shall be in full compliance with the Disability Laws upon delivery to HH. BPLLC agrees to substantially complete the construction of the Restaurant in "Vanilla Box" condition within seven (7) months after the delivery of Possession. Closing. The construction of the core "Vanilla Box" shall be deemed substantially complete upon (a) the issuance of a temporary certificate of occupancy as a shell permit by the City of Birmingham, and (b) the Vanilla Box is in such condition that the allowing HH could commence interior work in order to open the Restaurant for business. The issuance of a temporary certificate of occupancy shall not, however, relieve BPLLC from the obligation of completing the remainder of the construction in a timely manner. In the event that such Restaurant is not substantially completed in "Vanilla Box" condition within such seven (7) month period, then for each month thereafter in which such completion is delayed, BPLLC agrees to pay HH the amount of Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) per month (the "Delay Fee"), paid on the first of the month in advance and then pro-rated on a daily basis during the month in which the core "Vanilla Box" is delivered. If the Hotel and the "Vanilla Box" are not substantially completed within thirty (30) months after Start of Construction, HH shall have the option, but not the obligation, to declare this Agreement in default and to draw down and retain the entire Letter of Credit as liquidated damages. HH may commence its work on the Restaurant while BPLLC is performing its work, provided it does not interfere or cause delay with BPLLC's construction on the Property. Upon the issuance of a temporary certificate of occupancy by the City of Birmingham for the Vanilla Box, HH shall take possession of the Restaurant and shall become responsible for all costs and expenses relating to utilities, insurance and maintenance of the Restaurant from and after that date. HH

agrees to complete the interior work within sixty (60) days in order to obtain the temporary certificate of occupancy.

In the event of a default in this Agreement by BPLLC after Closing, HH shall be entitled to collect the Delay Fee. **If (a) the Development and the "Vanilla Box" are not substantially completed within twenty four (24) months after Start of Construction, or (b) there is any default in the payment of the Delay Fee, then HH shall have the option, but not the obligation, to declare this Agreement in default and to draw down and retain the entire Letter of Credit (\$1,900,000.00) as liquidated damages.** The parties acknowledge that this is a negotiated liquidated damage provision and that it is not a penalty. In the event HH elects to draw against the Letter of Credit, HH shall deliver a warranty deed to BPLLC conveying its interest in the HH Property within seven (7) days following HH's receipt of the funds. If HH elects to exercise its remedy to draw against the Letter of Credit, the amount of Delay Fee (up to but not exceeding the initial 7 monthly payments of such Delay Fee) actually paid by BPLLC to HH through such date(s) of draw shall be credited against and reduce such liquidated damages. In the event that for any reason HH is unable to draw amounts the Letter of Credit, then BPLLC and its principals shall be jointly and severally liable for the payment of the liquidated damages (\$1,900,000.00 as reduced by up to 7 monthly payments of the Delay Fee) and all reasonable attorney fees HH incurs in enforcing its rights under this Agreement.

15. Condition Precedent to BPLLC's Obligation to Close/Termination: BPLLC shall have the right to terminate this Agreement before or at Closing if certain conditions are not satisfied. BPLLC shall exercise its right to terminate this Agreement by written notice to HH. Conditions precedent to BPLLC's obligation to close the transaction contemplated herein include the following: (a) full and complete performance by HH of all terms, covenants and conditions of this Agreement, (b) BPLLC's satisfaction with the results of the inspections and other work done during the Due Diligence Period or any Extended Due Diligence Periods, (c) the occurrence of all other conditions precedent set forth in this Agreement and satisfactory evidence, in writing, to BPLLC from HH that all HH's warranties, representations and covenants are true, accurate and confirmed on and after the Effective Date hereof through Closing, (d) the rezoning of the Property to permit its use as a Hotel, (e) BPLLC obtaining all permits and approvals for the redevelopment of the Property and the Adjacent Property (defined below), as the Hotel and Restaurant as provided below, from applicable government agencies (f) BPLLC obtaining financing for at least eighty percent of the Purchase Price and (g) failure of the parties to agree upon a common condominium structure.

16. Condition Precedent to HH's Obligation to Close/Termination: HH shall have the right to terminate this Agreement if certain conditions are not satisfied. HH shall exercise its right to terminate this Agreement by written notice to BPLLC. Conditions precedent to HH's obligation to close the transaction contemplated herein include all the following: (a) full and complete performance by BPLLC of all terms, covenants and conditions of this Agreement prior to Closing, (b) the preparation and delivery by BPLLC to HH of a complete set of Approved Plans that will be submitted to the City of Birmingham for approval, at least thirty (30) days before submittal for approval by the City of Birmingham, (c) the issuance of all governmental permits and approvals required to complete construction in accord with the Approved Plans, (d) evidence satisfactory to HH in its reasonable discretion that BPLLC has commitments for

financing sufficient to complete the Development and Restaurant in accord with the Approved Plans, (e) negotiation and execution of a Covenant Agreement to be recorded at Closing with the register of deeds against the Adjacent Parcel, Property and HH Property, (f) delivery of evidence to HH that construction of the Restaurant will commence within one (1) month following the demolition of the existing structure at the Property, (g) Lender's Approval, (h) delivery of Adequate Security ensuring BPLLC's full and timely performance of this Agreement (i) agreement upon a common condominium ownership structure for the Restaurant and Development, and (j) an agreement between BPLLC and Stress-Concrete-Papazian for concrete work in connection with the Development and the Restaurant, provided that company is reasonably qualified and competitive in price. The foregoing conditions shall be construed as conditions precedent to Closing and not simply as covenants. Substantial compliance shall not be sufficient to comply with these conditions.

"Approved Plans" shall mean a complete set of final architectural and engineering plans and specifications approved by HH, reflecting both the Development and the "Vanilla Box" portion of the Restaurant. In exercising its approval, HH shall exercise reasonable discretion in approving the plans and specifications for the Development, but shall be entitled to exercise its sole discretion with respect to the plans and specifications for the "Vanilla Box" provided it exercises such discretion in good faith.

"Covenant Agreement" shall mean the covenant agreement further identified in Section 23.

"Lender's Approval" shall mean the approval (of the transfers contemplated by this Agreement) of any lender who has loaned funds to HH and who holds a mortgage or other lien against the Property at Closing. HH agrees to apply \$305,000.00 of the Purchase Price at Closing toward the pay down of any such loan secured by the Property in order to obtain Lender's Approval. In no event shall HH be required to pay any funds beyond that amount to obtain Lender's Approval.

"Adequate Security" shall mean a letter of credit in the amount of \$1,900,000.00. The letter of credit shall be (a) irrevocable, (b) unconditional, (c) issued by a bank or other financial institution which is approved by HH, (d) able to be drawn upon and confirmed by a bank or other financial institution located in Oakland County, Michigan, (e) assignable by HH without charge or limitation upon transfer or collateral assignment, (f) remain in effect until HH obtains a temporary certificate of occupancy to open the Restaurant. The letter of credit shall permit HH, in the event of default by BPLLC under this Agreement, to draw down either partial draws or the entire amount upon presentation of a sight draft executed by an authorized agent of HH. HH may, in its sole discretion, agree to an alternative method of providing Adequate Security.

HH agrees to complete the interior work within sixty (60) days in order to obtain the temporary certificate of occupancy.

17. HH's Cooperation: HH shall cooperate with BPLLC with regard to all of BPLLC's testing requirements and applications during and after the Due Diligence Period and any Extended Due Diligence Period, and shall, if requested to do so, execute or cause to be executed any letters of authorization, applications, petitions or requests as may be reasonably necessary to be executed by HH and to provide any information privy to, known to or in possession of HH which may be necessary or useful in completing the applications or requests. Such applications

and petitions shall include without limitation, site plan applications, zoning/rezoning petitions, petitions for zoning variance, special land use, agreements for environmental studies and to authorize same or any other similar authority, permission or execution of any document necessary to obtain such local, state, and/or federal governmental approval or regulatory approval of use or any future use of the Property by BPLLC in its reasonable discretion. HH hereby gives BPLLC authority to obtain zoning variances, special land uses and similar approvals for the Property and if necessary to rezone the Property in whole or in part to a zoning district determined by BPLLC, in BPLLC's reasonable discretion. Notwithstanding anything to the contrary, (a) HH shall not be required to approve or consent to any action that would preclude or adversely interfere with HH's use of the Property as a restaurant, (b) BPLLC shall not undertake any action that would preclude or adversely interfere with HH's use of the Property as a restaurant, and (c) HH shall not be required to consent to the disclosure of information regarding Hazardous Waste, unless BPLLC agrees to fully indemnify HH for any liability to clean-up the Property and such indemnification survives termination of this Agreement.

18. Real Estate Taxes; Transfer and Documentary Stamps: All taxes and assessment which have become a lien upon the land at the date of Closing shall be paid by HH. Water bills shall be prorated and adjusted as of the date of Closing. All current real estate taxes shall be prorated (based on a 30 day month and 360 day year) on the "due date" basis between HH and BPLLC as of the Closing. HH and BPLLC agree that the tax proration shall be interpreted and applied as if the amendments of law set forth in P.A. 80 and 279 of 1994 did not exist, and that all taxes are deemed to be paid in advance. HH shall pay all state and county transfer taxes and/or revenue/documentary stamps due on this transaction with respect to the transfer of the Property to BPLLC. BPLLC shall pay all state and county transfer taxes and/or revenue/documentary stamps due on this transaction with respect to the transfer of the Condominium Unit "The HH PROPERTY" to HH. BPLLC shall pay all recording fees. Additionally, all assessments (special or otherwise) imposed against, or which become a lien on, the Property by any governmental agency or public utility for improvements on or before the date of Closing shall be paid in full by HH at Closing, unless the assessment arises out of or is related to the development of the Hotel, in which case they shall be paid by BPLLC.

19. Possession at Closing: HH shall give BPLLC sole and exclusive possession of the Property and the HH Property beginning thirty (30) days following Start Construction until the earlier of (a) delivery of the core "Vanilla Box" substantially completed, or (b) thirty months (30) from the Effective Date.

20. Notices: Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of personal service or the date of receipt by overnight courier delivery, or upon receipt of notice given in the United States mail as provided below:

To HH: **Hunter House Hamburgers, Inc.**
 Mark S. Papazian
 1966 Dell Rose Circle
 Bloomfield Hills, Michigan 48302
 T. 248-335-4420 -- F. 248-335-4421
 E-Mail mpapazian@comcast.net

To BPLLC: **Birmingham Properties, LLC.**
Jamal S. Kalabat, *Managing Member*
28530 Orchard Lake Road
Suite 100
Farmington Hills, MI 48334
Tel. 248-851-4875 (Ext. 227) Fax. 248-851-4875
E-Mail jamal@kalabat.com

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any party may from time to time at any time change its mailing address hereunder.

22. Warranties and Representations: HH and BPLLC make the following representations and warranties to one another. All warranties and representations made herein shall be true, accurate and confirmed as of the Effective Date and the date of Closing and shall survive the termination of this Agreement and/or the Closing of the transaction contemplated herein.

A. Authority. HH and BPLLC (a) have the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (b) upon execution hereof will be legally obligated in accordance with the terms and provisions of this Agreement.

B. Condemnation. Neither HH nor BPLLC have received any notice of, nor is either aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

C. Litigation. There is no action, suit or proceeding pending or, to HH or BPLLC's knowledge, threatened by or against or affecting the Property, HH and BPLLC shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give written notice thereof to the other.

D. Foreign Ownership. Neither BPLLC, nor HH, is a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and neither BPLLC, nor HH, has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by BPLLC or HH in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

E. Prior Options. No prior purchase agreements, leases, options or rights of first refusal have been granted by HH to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the Effective Date.

23. **Covenant Agreement:** At Closing the parties shall execute a covenant agreement in recordable form containing the following covenants which shall run with the land and which shall bind BPLLC, its successors and assigns.

A. **Use:** The Hotel shall be used as a Hilton or equal hotel facility operated in accord with "Hilton" or equal franchised hotel standards, and for no other use without the prior consent of HH. BPLLC may use a portion of the Development for offices, restaurant, bar operating a Class C license, apartment rentals, or as residential condominiums, provided the square footage of any such use shall not exceed the larger of (a) 20% of the entire square footage of the Development's building or (b) one entire floor that building.

B. **Repairs:** BPLLC shall maintain the Development in good repair and in a clean and safe condition, and in accord with Applicable Laws. BPLLC shall maintain the structural elements and supporting elements of the Restaurant in good repair in a clean and safe condition, and in accord with Applicable Laws.

C. HH shall keep the Restaurant neat, clean and free from dirt, snow and ice, rubbish, insects and pests at all times, and shall store all trash and garbage within the dumpsters maintained by the Development. HH shall not perform any acts or carry on any practices that may injure the Property and shall not obstruct or permit the obstruction of any street, drives, sidewalk or parking lot(s).

D. **Liens:** BPLLC shall keep the HH Property free of construction or other liens. BPLLC shall hold HH harmless against any liens which may be placed against the HH Property, except those directly attributable to the acts of HH. If a lien is filed against the HH Property as the result of any action undertaken by BPLLC, BPLLC shall discharge (or bond against or insure over) the lien. If BPLLC fails to discharge the lien, HH may procure discharge at BPLLC's expense, which shall be paid by BPLLC immediately upon demand from HH.

E. **Indemnification:** BPLLC shall indemnify and defend HH against claims for bodily injury or property damage occurring in or on the Development. HH shall indemnify and defend BPLLC against the claims for bodily injury or property damage occurring in or on the Restaurant.

F. **Fire or Other Casualty:** In the event of a fire or other casualty to the Development, BPLLC shall promptly repair and restore the Development and BPLLC's personal property, trade-fixtures and improvements to their prior condition. In the event of a fire or other casualty to the Restaurant, HH shall promptly repair and restore the Restaurant and HH's personal property, trade-fixtures and improvements to their prior condition.

G. **Insurance:** BPLLC shall maintain in effect a commercial general liability insurance policy providing coverage for the Development, with policy limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, exclusive of defense costs and without any provision for a deductible or self insured retention. During the construction of the Restaurant, the foregoing coverage shall be extended to the HH Property. BPLLC shall maintain in effect a

special cause of loss property insurance policy covering the Development and BPLLC's personal property, trade-fixtures and improvements to their full replacement cost, without deduction for depreciation. Any insurance policy BPLLC is required to maintain shall (a) be written by carriers authorized to write business in the state of Michigan and having an A.M. Best & Co. rating of not less than A-VIII, (b) name HH as an additional named insured, (c) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days prior written notice to HH, and (d) provide coverage to HH whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions or negligence of HH. If any policy which BPLLC is required to maintain is written on a "claims made" insurance form, each policy must have a "retroactive date" which is not later than the Effective Date. Furthermore, should insurance coverage be written on a "claims made" basis, BPLLC's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims, plus one year. BPLLC shall deliver certificates of insurance or, at HH's request, the original insurance policies to HH, together with receipts evidencing payment of the premiums. BPLLC shall deliver certificates of renewal for such policies to HH not less than 30 days prior to their expiration dates. HH shall maintain in effect a commercial general liability insurance policy providing coverage for the Restaurant, with policy limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, exclusive of defense costs and without any provision for a deductible or self insured retention. HH shall maintain in effect a special cause of loss property insurance policy covering the Restaurant and HH's personal property, trade-fixtures and improvements to their full replacement cost, without deduction for depreciation. Any insurance policy HH is required to maintain shall (a) be written by carriers authorized to write business in the state of Michigan and having an A.M. Best & Co. rating of not less than A-VIII, (b) name BPLLC as an additional named insured, (c) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days prior written notice to BPLLC, and (d) provide coverage to BPLLC whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions or negligence of BPLLC. If any policy which HH is required to maintain is written on a "claims made" insurance form, each policy must have a "retroactive date" which is not later than the Effective Date. Furthermore, should insurance coverage be written on a "claims made" basis, HH's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims, plus one year. HH shall deliver certificates of insurance or, at BPLLC's request, original policies, together with receipts evidencing payment of the premiums. HH shall deliver certificates of renewal for such policies to BPLLC not less than 30 days prior to their expiration dates.

H. Hazardous Materials: BPLLC agrees that it will not use, permit, hold, release or dispose of any Hazardous Material on, under or at the Property or the Development and that it will not use or permit the use of the Property or any portion of the Development as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material, other than De Minimis Amounts. The term "De Minimis Amounts" shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any given form or combination of forms (a) does not constitute a violation of any applicable law, and (b) is customarily employed in, or associated with, similar hotels and restaurants. BPLLC agrees that it will clean-up, at its sole cost and expense, any Hazardous Materials located on the Property. BPLLC further agrees that it will not cause or allow any asbestos to be incorporated into any

improvements or alterations which it makes or causes to be made to the Property. BPLLC hereby holds HH harmless from and indemnifies HH against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, costs and attorney fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against HH for, with respect to, or as a direct or indirect result of (a) a breach by BPLLC of the foregoing covenants, or (b) to the extent caused or allowed by BPLLC or any agent, contractor, employee, invitee or licensee of BPLLC, (c) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Property, the Hotel, the atmosphere, or any watercourse, body of water or groundwater, of any Hazardous Material. The provisions of and undertakings and indemnification set out in this paragraph shall survive Closing, and shall continue to be the liability, obligation and indemnification of BPLLC, binding upon BPLLC, forever, subject to the applicable statute of limitations. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Covenant Agreement.

If during BPLLC's initial construction work at the Property BPLLC shall discover any Hazardous Material in the Property, then BPLLC shall promptly notify HH and BPLLC will diligently remove and dispose of such Hazardous Materials in compliance with all applicable laws and regulations.

"Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

24. Authority: HH and BPLLC each represents, covenants and warrants that all necessary actions and authorizations have been obtained, and that it has been specifically authorized to enter into this Agreement and that no additional action will be necessary to make this Agreement legally binding upon them in all respects. HH and BPLLC covenant to provide written evidence of compliance with this Section prior to or at Closing.

25. Advice of Counsel: Each party acknowledges that it has sought the advice of an attorney with regard to the review and analysis of this Agreement. Each party, by executing this Agreement, acknowledges that he/she does so voluntarily and with advice of counsel.

26. Recordation of Notice: Notwithstanding the foregoing, BPLLC may record a notice of the existence of this Agreement with the applicable register of deeds, and HH hereby consents to same. In the event that this transaction does not close, BPLLC shall execute and record any and all documentation required to remove its interest from the Property.

27. Governing Law: This Agreement and the performance shall be construed and interpreted in accordance with the laws of the State of Michigan. BPLLC agrees to perform this Agreement in good faith and in a commercially reasonable manner.

28. Entire Agreement: This Agreement constitutes the entire Agreement between the parties in connection with the subject matter addressed in this Agreement. This Agreement may not be modified orally, and no modification and/or amendment shall be effective unless in writing and signed by all the parties making specific reference to the changes to be made to this Agreement.

29. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

30. Waiver: Waiver by any party of any breach, or failure to enforce any of the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition.

31. Severability: If and to the extent that any provision, or portion, of this Agreement is determined by any legislature or court to be in whole or in part invalid or unenforceable, such provision or term shall be unenforceable only to the extent of such invalidity without invalidating the remaining provisions; all other provisions of this Agreement shall remain in full force and effect, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, it is the intent of the parties that any provision of the Agreement which is determined to be invalid or unenforceable due to the duration, scope, breadth, or otherwise, shall be interpreted in a reduced form which is not invalid or unenforceable with the intent that the provisions of this Agreement shall be construed and enforced in such a manner as to give them the broadest enforceable scope and effect.

32. Survives Closing: The terms of this Agreement survive closing and shall not be merged in any subsequent transfer of instrument of conveyance.

33. Cooperation: The parties shall execute and deliver such other documents as may be reasonably required in order to accomplish the objective of this Agreement.

34. Like Kind Exchange: HH may exchange the fee title in the Development Rights for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. In order to facilitate the transaction, HH may retain the services of a Qualified Intermediary within the meaning of Treas. Reg. 1.1031(k)-1(g)(4). This Qualified Intermediary will provide services to HH in connection with HH's Section 1031 transaction. HH expressly reserves the right to assign its rights under this Agreement to a Qualified Intermediary on or before the date of Closing and in that situation; BPLLC shall pay or cause to be paid to such Qualified Intermediary the net proceeds of the sale. However, this assignment in no way relieves HH of any obligations or duties under this Agreement including the obligation to convey the Development Rights by warranty deed. HH shall bear any and all additional cost, expense and liability as a result of its 1031 exchange.

35. Condominium By-Laws: The parties agree to negotiate in good faith to establish a mutually agreeable set of By-Laws for a condominium association to be established for the HH

Property and the Development. It is understood, however, that the condominium association shall have no power or authority over the operation or condition of the Restaurant or its ownership, nor shall the condominium association have the power or authority to impose fees or charges against the Restaurant or its owner, with the exception of the following common area expenses incurred after the date on which the Restaurant opens for business: (a) lawn mowing, (b) snow removal, (c) outdoor landscaping, and (d) trash removal. The Restaurant will be charged and shall pay for the ___% percent of these costs.

36. Brokers: The parties represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.

37. Counterparts: This Agreement may be executed in counterparts, and each such counterpart shall constitute an original and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement as of the day and year first above written.


Birmingham Properties, LLC. ("BPLLC")

By: JAMAL B. KASSAR AT

Its Managing Member


Hunter House Hamburgers, Inc. ("HH")

By: MARK G. TAPALIAN

Its PRES

9-26-05
Date

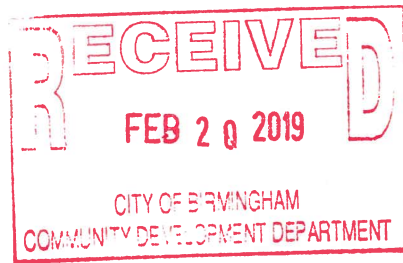
9/26/05
Date

City Map

[Help](#)

[Employee Login](#)





BIDDISON
ARCHITECTURE

February 1, 2019

Jana Ecker
Planning Director
City of Birmingham, MI

Re: 35001 35075 Woodward Response to Questions and requirements for Planning Approval:

Dear Ms. Ecker,

The following is an item by item response to the original review letter and additional comments from the Planning Commission during the previous Meeting during which the CIS was approved for this project.

1. All streetscape requirements to be developed for this project will incorporate the proposed changes to the Future Maple Phase II Downtown development creating a two way street and curb cut changes to the Maple and Park Street intersection. Refer to the attached Site Plans which show the current model for that new proposed intersection.
2. All Utilities will be buried on site including the proposed new 12" public watermain to be constructed by the property owner as required from Hamilton Ave. to Maple in the right of way adjacent to the building. The Owners intent would be to tap into this new water main for the building service.
3. The final impervious surface changes and final Storm Water Detention if necessary will be reviewed and provided to meet all City Engineering Department requirements by Nowak and Fraus prior to final site Plan Approval.

Setback and Height Requirements:

1. A revised floor plan of the fifth floor has been provided to better show the number and size of the residential units which will all have kitchens and smaller units will be connected together as shown. If a variance from the BZA is required we will follow that path.
2. A variance from the BZA is required for the parking with in the 20 ft. frontage line on the north end of the building to facilitate the Hunter House Group we will apply to obtain that variance.
3. We are currently showing three loading spaces for the building. We would be submitting to the BZA to allow the one space which is only 12' x 30' x 14' high in lieu of the required 12' x 40' x 14' high to be allowed since many of the delivery trucks are 24' or less in length and would be more than sufficient to service the building.
4. All rooftop equipment will be screened within a proposed 30' x 120' rooftop screen. A roof plan has been added to show the screened area for that equipment. The final length of that screened in area will increase if necessary during the final building design to enclose all equipment.

Screening and landscape:

1. All dumpster areas and containers will be screened from view. The containers in Refuse area 1 the main Hotel loading area are set back behind a solid wall and would be rolled forward into the loading area to be emptied. The dumpster containers Refuse area 2 for the Hunter House area of the building will have a roll up door enclosing the opening allowing access to those containers.
2. The two DTE equipment boxes for the Transformer and the Fuse are each 6' deep x 7' wide x 6' high and will be fully screened by the proposed 6' high landscape materials.

320 Martin Street Suite LL-10
Birmingham, MI 48009
p 248-554-9500

biddison-ad.com

3. All planting materials and hardscape features will be provided as required. At this time the additional tree requested in the frontage is not shown since the normal spacing proposed by the City street scape requirements would not provide enough room. Our Landscape Architect will provide the additional tree if he can come to a final spacing layout which is acceptable to the City. If that cannot be achieved we will apply for a waiver from the staff Arborist.
4. A final Photometric plan will be provided prior to the final Site Plan Approval, once we know if any general adjustments need to be made to the site and building façade.

Engineering Comments:

1. Once we have obtained preliminary Site Plan Approval the discussions to secure the long term lease from the city for the surface property and underground parking lot encroachments will continue with City Attorney at his request.
2. The attached Site Plan and Landscape Plan show the proposed option for the Maple Road and Park Street intersection and curb changes as required. Final Engineering drawings for Final Site Plan Approval will show any updated details of these areas if they exist at that time. It is our understanding that this work will be completed sometime in 2020. If this work is postponed by the City until after our development is started the Applicant will take on this new intersection work adjacent to there property as required.
3. The Engineering Department may consider the elimination of on street parking as an extension of the queuing lane, at the very least these spaces could be rented by the building during event times.
4. Refer to the attached Site Plans and Landscape Plan which show the revised drop off lane which is provided behind the existing street curb as discuss with the City Engineering Department and pulled away from the building to allow the required 5 foot sidewalk to be extend across the drive entrance to the underground parking and loading areas along Park Street. This 5 foot sidewalk is also shown to cross the other two drive openings at Hamilton and Woodward for the proposed Hunter House parking lot area.
5. Final Jointing patterns as part of the final street scape plan will be reviewed with the Engineering department prior to final Site Plan Approval. All ingress/egress easements for these cross traffic and public walk areas will be provided as required.

Permits and Reviews:

1. All necessary Permits from the City of Birmingham and MDOT will be acquired prior to any work on the project.
2. All comments from the Fire including increase in the size of the Fire Command Center, Police and Building departments will be provided as necessary for the final building review and construction.

Design Review:

1. Final building material samples will be provide prior to the Final Site Plan Approval as required.
2. Refer to the roof plan for the rooftop equipment screening. Final equipment cut sheets can be provided prior to the Final Site Plan Approval.
3. Final Cut sheets on the 6' x 7' x 6' high DTE ground mounted equipment can be provided Prior to Final ite Plan approval.
4. All questions and comments regarding the building Façade will be addressed at the Site Plan Meeting. Any changes or variances necessary will be made or applied for prior to Final Site Plan Approval. Due to the nature of this site which is surrounded on all four sides by streets unlike any other such Major building development in the City, the need to have a back of house area which might requires some variance from the normal Façade or curb cut opening requirements can be discussed. The need for the additional surface parking for the Hunter House portion of the site is necessary to that business operation so a variance would be sought from BZA to allow that into the 20' front yard setback.

Special Events Parking:

1. A Floor Plan showing the proposed maximum occupancy based on (8) person tables in the proposed banquet area has been provided. If the smaller area to the side of the large banquet room was opened to the larger room a total of (11) eight person tables could be provided for a total of (88) seated guests and a few speakers at a front oriented table as shown.
2. To handle this additional influx of building visitors additional Valet parking attendants would be provided based on the timing assumed by the traffic study, and additionally since the building has control over the parking below grade via Valet service for all guests, the lowest level of underground parking could be used for short term overflow parking with in the drive lanes as shown on the attached proposed parking plan allowing the Valet group to stack in the driving lanes for minimum of 70 to 80 short term event spaces controlled by the Valet service only.
3. The upper level of the underground parking would remain open for the buildings Residential units on the fifth floor.

Please contact our office if you have any additional questions or need any additional information at this time.

Regards,

A handwritten signature in black ink, appearing to read 'Kevin Biddison', with a long horizontal flourish extending to the right.

Kevin Biddison AIA
Biddison Architecture



MEMORANDUM

Planning Division

DATE: May 16th, 2019

TO: Planning Board Members

FROM: Nicholas Dupuis, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: 1986 Northlawn – Solar Panel Installation – Design Review

Article 4, Section 4.09 of the Zoning Ordinance requires roof-mounted solar electric systems to be located on a rear- or side-facing roof, which do not front any street, unless such installation is proven to be ineffective or impractical. If installation is not practical on a rear- or side-facing roof, any other placement in all zoning districts shall be subject to a Design Review by either the Planning Board (non-historic properties) or the Historic District Commission (historic properties). The applicant is proposing an addition of solar panels to the street-facing front facade of the non-historic home at 1986 Northlawn, which requires a Design Review by the Planning Board. The proposed installation will consist of eight Silfab SLA-M monocrystalline solar panels on the second story roof. The house is setback 86 feet, 7 inches from the property line. The solar panels are proposed to be flush-mounted and will not project vertically above the peak of the roof to which it is attached.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The subject property is residential.
- 1.2 Zoning – The property is zoned R-1 (Single-Family Residential)
- 1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Single-Family Residential	N/A (Beverly Hills)	Single-Family Residential	Single-Family Residential
Existing Zoning District	R-1 (Single- Family Residential)	N/A (Beverly Hills)	R-1 (Single- Family Residential)	R-1 (Single- Family Residential)
Downtown Overlay Zoning District	N/A	N/A (Beverly Hills)	N/A	N/A

2.0 Setback and Height Requirements

There are no changes proposed to the setbacks or height of the building.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – Not applicable.
- 3.2 Parking Lot Screening – Not applicable.
- 3.3 Mechanical Equipment Screening – Not applicable.
- 3.4 Landscaping – No changes proposed.
- 3.5 Streetscape – No changes proposed.

4.0 Parking, Loading and Circulation

- 4.1 Parking – No changes proposed.
- 4.2 Loading – Not applicable.
- 4.3 Vehicular Circulation and Access – No changes proposed.
- 4.4 Pedestrian Circulation and Access – No changes proposed.

5.0 Lighting

There are no changes in lighting associated with the proposed solar panel installation.

6.0 Departmental Reports

- 6.1 Engineering Division – No comments have been received at this time, but will be provided during the hearing.
- 6.2 Department of Public Services – No comments have been received at this time, but will be provided during the hearing.
- 6.3 Fire Department – No comments have been received at this time, but will be provided during the hearing.
- 6.4 Police Department – No comments have been received at this time, but will be provided during the hearing.
- 6.5 Building Division – As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present

conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- 2015 Michigan Building Code. Applies to all buildings other than those regulated by the Michigan Residential Code.
- 2015 Michigan Residential Code. Applies to all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.
- 2015 Michigan Mechanical Code. (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2015 Michigan Plumbing Code. (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2017 National Electrical Code along with the Michigan Part 8 Rules. (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments:

- Building and electrical permits will be required for the installation of the solar panels.

7.0 Design Review

The proposed roof-mounted solar panels are made by Silfab Solar, and the dimensions are roughly 5 ft. x 3 ft. x 1.5 in. for one panel. The installation of 8 panels will bring the solar array to roughly 12 ft. x 10 ft. in size. The panels are black in color. The existing roof construction on the home is black asphalt shingles. There will be a service panel located on the northeast corner of the building.

8.0 Approval Criteria

In accordance with Article 7, section 7.09 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

1. All of the materials required by this section have been submitted for review.
2. All provisions of this Zoning Ordinance have been complied with.
3. The appearance, color, texture and materials being used will preserve property values in the immediate neighborhood and will not adversely affect any property values.
4. The appearance of the building exterior will not detract from the general harmony of and is compatible with other buildings already existing in the immediate neighborhood.
5. The appearance of the building exterior will not be garish or otherwise offensive to the sense of sight.
6. The appearance of the building exterior will tend to minimize or prevent discordant and unsightly properties in the City.
7. The total design, including but not limited to colors and materials of all walls, screens, towers, openings, windows, lighting and signs, as well as treatment to be utilized in concealing any exposed mechanical and electrical equipment, is compatible with the intent of the urban design plan or such future modifications of that plan as may be approved by the City Commission.

9.0 Recommendation

Based on a review of the plans submitted, the Planning Division finds that the proposed Design Plan meets the requirements of Article 7, section 7.09 of the Zoning Ordinance and recommends that the Planning Board **APPROVE** the Design Plan for 1986 Northlawn.

10.0 Sample Motion Language

Motion to **APPROVE** the Design Plan for 1986 Northlawn.

OR

Motion to **POSTPONE** the Design Plan for 1986 Northlawn, pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to **DENY** the Design Plan for 1986 Northlawn for the following reasons:

1. _____
2. _____
3. _____



Final Site Plan & Design Review Application Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: Peter Denicola
Address: 500 Stephenson Hwy, Troy MI 48083
Phone Number: 704.800.6061
Fax Number: 980.689.3067
Email address: mkeller@powerhome.com

3. Applicant's Attorney/Contact Person

Name: Madison Keller- Contact Person
Address: 500 Stephenson Hwy, Troy MI 48083
Phone Number: 704.800.6061
Fax Number: 980.689.3067
Email address: mkeller@powerhome.com

2. Property Owner

Name: Uli Klueh
Address: 1986 Northlawn Blvd, Birmingham MI 48009
Phone Number: 248.508.7859
Fax Number: N/A
Email address: N/A

4. Project Designer/Developer

Name: Power Home Solar
Address: 919 N Main Street, Mooresville NC 28115
Phone Number: 704.800.6061
Fax Number: 980.689.3067
Email address: mkeller@powerhome.com

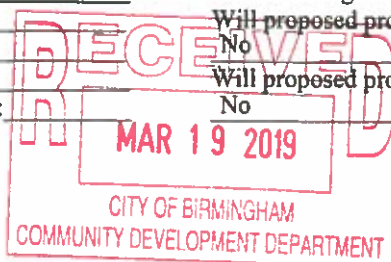
5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject sites property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;
 - iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 1986 Northlawn Blvd, Birmingham MI 48009
Name of development: Solar Array- Roof Mounted
Sidwell #: N/A
Current Use: Residential
Proposed Use: Residential
Area of Site in Acres: N/A
Current zoning: Residential
Is the property located in the floodplain? No
Name of Historic District Site is Located in:
Date of Historic District Commission Approval:

Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Will proposed project require the division of platted lots? No
Will proposed project require the combination of platted lots? No



CITY OF BIRMINGHAM
Date 04/01/2019 3:21:21 PM
Ref 00157558
Receipt 476881
Amount \$400.00

7. Details of the Proposed Development (attach separate sheet if necessary)

8 roof mounted solar modules, grid tied 2.40kw solar installation on existing residence.

These panels are placed front facing, due to the location of the panels determines the production to which the panels will produce. For the proper production to assist with the offset of the power bill, the solar panels do have to be facing due South. If due south is not possible for installation then the panels can be placed East and West. In this situation the placement of the panels is due South which is the front of the home. The solar panels are Black on Black, so this way they blend with the roof of the home. The solar panels are anti-refelective as well, to keep from any glares/reflectiveness coming off of them.

8. Buildings and Structures

Number of Buildings on Site: _____

Height of Buildings & # of Stories: _____

Use of Buildings: _____

Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: _____

Number of square feet per upper floor: _____

Total floor area: _____

Floor area ratio (total floor area ÷ total land area): _____

Open space: _____

Percent of open space: _____

Office Space: _____

Retail Space: _____

Industrial Space: _____

Assembly Space: _____

Seating Capacity: _____

Maximum Occupancy Load: _____

Proposed Residential Structures:

Total number of units: _____

Number of one bedroom units: _____

Number of two bedroom units: _____

Number of three bedroom units: _____

Open space: _____

Percent of open space: _____

Rental units or condominiums? _____

Size of one bedroom units: _____

Size of two bedroom units: _____

Size of three bedroom units: _____

Seating Capacity: _____

Maximum Occupancy Load: _____

Proposed Additions:

Total basement floor area, if any, of addition: _____

Number of floors to be added: _____

Square footage added per floor: _____

Total building floor area (including addition): _____

Floor area ratio (total floor area ÷ total land area): _____

Open Space: _____

Percent of open space: _____

Use of addition: _____

Height of addition: _____

Office space in addition: _____

Retail space in addition: _____

Industrial space in addition: _____

Assembly space in addition: _____

Maximum building occupancy load (including addition): _____

10. Required and Proposed Setbacks

Required front setback: _____

Required rear setback: _____

Required total side setback: _____

Side setback: _____

Proposed front setback: _____

Proposed rear setback: _____

Proposed total side setback: _____

Second side setback: _____

11. Required and Proposed Parking

Required number of parking spaces: _____

Typical angle of parking spaces: _____

Typical width of maneuvering lanes: _____

Location of parking on site: _____

Location of parking off site: _____

Number of light standards in parking area: _____

Screenwall material: _____

Proposed number of parking spaces: _____

Typical size of parking spaces: _____

Number of spaces <180 sq. ft.: _____

Number of handicap spaces: _____

Shared parking agreement? _____

Height of light standards in parking area: _____

Height of screenwall: _____

12. Landscaping

Location of landscape areas: _____

Proposed landscape material: _____

13. Streetscape

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape Plan submitted? _____

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

14. Loading

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

Proposed number of loading spaces: _____
Typical size of loading spaces: _____
Height of screenwall: _____
Typical time loading spaces are used: _____

15. Exterior Waste Receptacles

Required number of waste receptacles: _____
Location of waste receptacles: _____
Screenwall material: _____

Proposed number of waste receptacles: _____
Size of waste receptacles: _____
Height of screenwall: _____

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: _____
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____
Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____
Percentage of rooftop covered by mechanical units: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

17. Accessory Buildings

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: _____
Size of light fixtures (L•W•H): _____

Type of light standards on building: _____
Height from grade: _____

Maximum wattage per fixture: _____
Light level at each property line: _____

19. Site Lighting

Number of light fixtures: _____
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

20. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property #2

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property #3

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property #4

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property #5

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property #6

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Proposed wattage per fixture: _____

Type of light fixtures: _____
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

Property Description: _____

North, south, east or west of property? _____

Property Description: _____

North, south, east or west of property? _____

Property Description: _____

North, south, east or west of property? _____

Property Description: _____

North, south, east or west of property? _____

Property Description: _____

North, south, east or west of property? _____

Property Description: _____

North, south, east or west of property? _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: Ulrike Kluch Date: 3/14/2019

Print Name: Ulrike Kluch

Signature of Applicant: Peter Denicola Date: 3/12/2019

Print Name: Peter Denicola

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



FINAL SITE PLAN & DESIGN REVIEW APPLICATION CHECKLIST - PLANNING DIVISION

Applicant: Peter Denicola Case #: _____ Date: 3/12/2019
Address: 1986 North Lawn Blvd Project: 8 Roof Mounted Solar Array

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Final Site Plan

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ___ 1. Name and address of applicant and proof of ownership;
- ___ 2. Name of Development (if applicable);
- ___ 3. Address of site and legal description of the real estate;
- ___ 4. Name and address of the land surveyor;
- ___ 5. Legend and notes, including a graphic scale, north point, and date;
- ___ 6. A separate location map;
- ___ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ___ 8. Aerial photographs of the subject site and surrounding properties;
- ___ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ___ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ___ 11. Interior floor plans;
- ___ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- ___ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ___ 14. Existing and proposed utilities and easements and their purpose;
- ___ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ___ 16. General description, location, and types of structures on site;
- ___ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ___ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ___ 19. Elevation drawings showing proposed design;
- ___ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ___ 21. Location of all exterior lighting fixtures;
- ___ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ___ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ___ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ___ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ___ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ___ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ___ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ___ 29. A list of any requested design changes;
- ___ 30. Itemized list and specification sheets of all materials, light fixtures, and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ___ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ___ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



Fee Schedule

Administrative Approval	\$100
Board of Zoning Appeals* <ul style="list-style-type: none"> • Single Family Residential • All Others 	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Lot Division*	\$200 / parcel affected
Historic District Review* <ul style="list-style-type: none"> • Single Family Residential District • All other zone districts 	No charge \$350
Public Notice Sign	\$100 / refundable deposit \$50 fee
Site Plan Review* <ul style="list-style-type: none"> • R4 through R8 zone district • Nonresidential districts 	\$850 plus \$50 per dwelling unit \$1,050 plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> • Plus Site Plan Review • Plus Design Review • Plus Publish of Legal Notice • Plus sign rental and deposit 	\$800 \$1,050 \$350 \$450 \$150 Total fee: \$2,800
Special Land Use Permit Annual Renewal Fee	\$200
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50

The fees for Design Review, Site Plan Review, Historic District Review and Special Land Use Permits shall be double the listed amounts in the event the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)



152 S. Broad St.
Lansdale, PA 19446
(215)361-8040

February 15, 2019

PowerHome Solar
919 N. Main St
Mooresville, NC 28115

RE: Klueh Residence
1986 Northlawn Blvd, Birmingham, MI 48009
Client Project #: 1986KLUE
PFE Project #: 191541

On behalf of PowerHome Solar, Penn Fusion Engineering LLC (PFE) performed a structural analysis of the roof at the above referenced location. The purpose of our analysis was to determine if the existing roof system is structurally sufficient to support the new photovoltaic modules in addition to the code required design loads. Our analysis is based on the information provided by PowerHome Solar and is isolated only to the areas where the modules are intended to be placed. If any discrepancies are found by the contractor during installation, please contact PFE.

System Specifications:

Panel Specs: (8) Silfab Solar - SLA-M
Racking System: Iron Ridge - Flush Mount

The modules are to be located on the following roof plane:

Mounting Plane	Rafter Size	Rafter Spacing	Horizontal Span	Collar Ties	Collar Tie Spacing	Sheathing	Shingle Type	Number of Shingle Layers	Ceiling Profile
1	2x6	16"	13ft. 1in.	N/A	0"	CDX 1/2"	Asphalt Shingles	1	Flat

The roof design has been analyzed in accordance with the 2015 Michigan Residential Code with design loads as follows:

Ground Snow (Pg): 25 psf
Wind Speed (V): 115 mph

Mounting Plane 1

The calculations for these structural members are attached. It has been determined by this office that the roof, as specified above, is adequate to support the new PV modules in addition to the code required design loading.

Attach the module rail brackets to the roof with 5/16" lag bolts at 48 on center maximum. Provide a minimum of 2" of penetration into the wood members.

This office has determined that the installation of the PV System as specified above will meet the structural requirements of the 2015 Michigan Residential Code and ASCE7-10 when installed in accordance with the manufacture's instructions.

If you have any questions regarding this analysis, please feel free to contact us.

Best Regards,
Penn Fusion Engineering LLC

Andrew D. Leone, P.E.
Principal





152 S. Broad St.
Lansdale, PA 19446
(267)640-2758

Client Name: PowerHome Solar
PFE Project Number: 191541
Client Project Number: 1986KLUE
Project: Klueh Residence
Address: 1986 Northlawn Blvd
Birmingham, MI 48009
Description: Mounting Plane 1
Calculations By: ADL
Date: February 15, 2019

Roof Construction

2x6 Rafters at 16" on center

A=	8.25 in ²
Ix=	20.8 in ⁴
Sx=	7.56 in ³
Wood Species=	Doug-Fir Larch #2
Fb=	900 psi
Fv=	180 psi
E=	1600000 psi
Roof Slope=	36 °
Rafter Span=	13.1 ft
Ceiling Attached to Rafters?:	No

Design Criteria

Ground Snow (P _g):	25 psf
Design Wind Speed:	115 mph
Live Load:	20 psf
Dead Load:	5.04 psf
PV Modules:	3.71 psf

Wind Calculations

Directionality Factor (K _d):	0.85
Topographic Factor (K _{zt}):	1
Velocity Pressure Exposure Coefficient (K _z):	0.7
Importance Factor (I):	1
Velocity Pressure (q _z):	20.14 psf
Tributary Square Footage on Component:	10.83 ft ²
Component Roof Pressures:	21.69 / -27.66 psf

Snow Load Calculations

Exposure Factor (C _e):	1
Thermal Factor (C _t):	1
Importance Factor (I):	1
Flat Roof Snow Loads (P _f):	17.5 psf
Roof Slope Factor (C _s):	0.85
Sloped Snow Loads (P _s):	14.875 psf
Unbalanced Snow Load:	25 psf

Member Calculations

Bending

M_d :	964.96 ft*lb		
f_b :	1531.18 psi		
Load Duration Factor (C_d):	1.15		
Stability Factor (C_L):	1		
Wet Service Factor (C_M):	1		
Temperature Factor (C_T):	1		
Size Factor (C_F):	1.3		
Flat Use Factor (C_{fu}):	1		
Incising Factor (C_i):	1		
Repetitive Member Factor (C_r):	1.15		
F_b :	900 psi		
F'_b :	1547.33 psi	1531.18 <= 1547.33 OK in Bending	

Shear

V_d :	294.67 lb		
f_v :	53.58 psi		
Load Duration Factor (C_d):	1.15		
Wet Service Factor (C_M):	1		
Temperature Factor (C_T):	1		
Size Factor (C_F):	1.3		
Flat Use Factor (C_{fu}):	1		
Incising Factor (C_i):	1		
F_v :	180 psi		
F'_v :	207 psi	53.58 <= 207	OK in Shear

Deflection

Live Load Deflection (Δ_L):	0.66 in	L/237	OK in Live Load Deflection
Total Load Deflection (Δ_T):	0.9 in	L/176	OK in Total Load Deflection

Uplift Calculation

Tributary Square Footage on Component:	10.83 ft ²
Uplift Pressure:	-27.66 psf
Uplift per Lag:	-299.64 lbs
Lag Screw Diameter:	5/16 in
Allowable Withdrawal per Inch:	490.99 lbs/in
Minimal Screw Penetration:	0.61 in

Install 5/16" diameter lag screws @ 48 on center with minimum penetration of 2" into rafter.

City of Birmingham

151 Martin Street

Birmingham, MI 48012-3001

(248) 530-1850

(248) 530-1290

Print Date: 03/26/2019

Pay by Account In Full



Pay by Account In Full

160.00

Bill To:

POWER HOME REMODELING GROUP

2501 SEAPORT DR 1ST FLR

CHESTER PA 19013

1986 NORTHLAWN BLVD

Invoice For Project: JAE19-0001

Fee Detail	Date	Type	Description	Qty	Amount	Balance
00156761	02/21/2019	Permit	Permit Fee - Const Value \$1 - \$100K	0.00	195.00	\$160.00

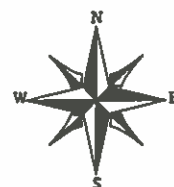
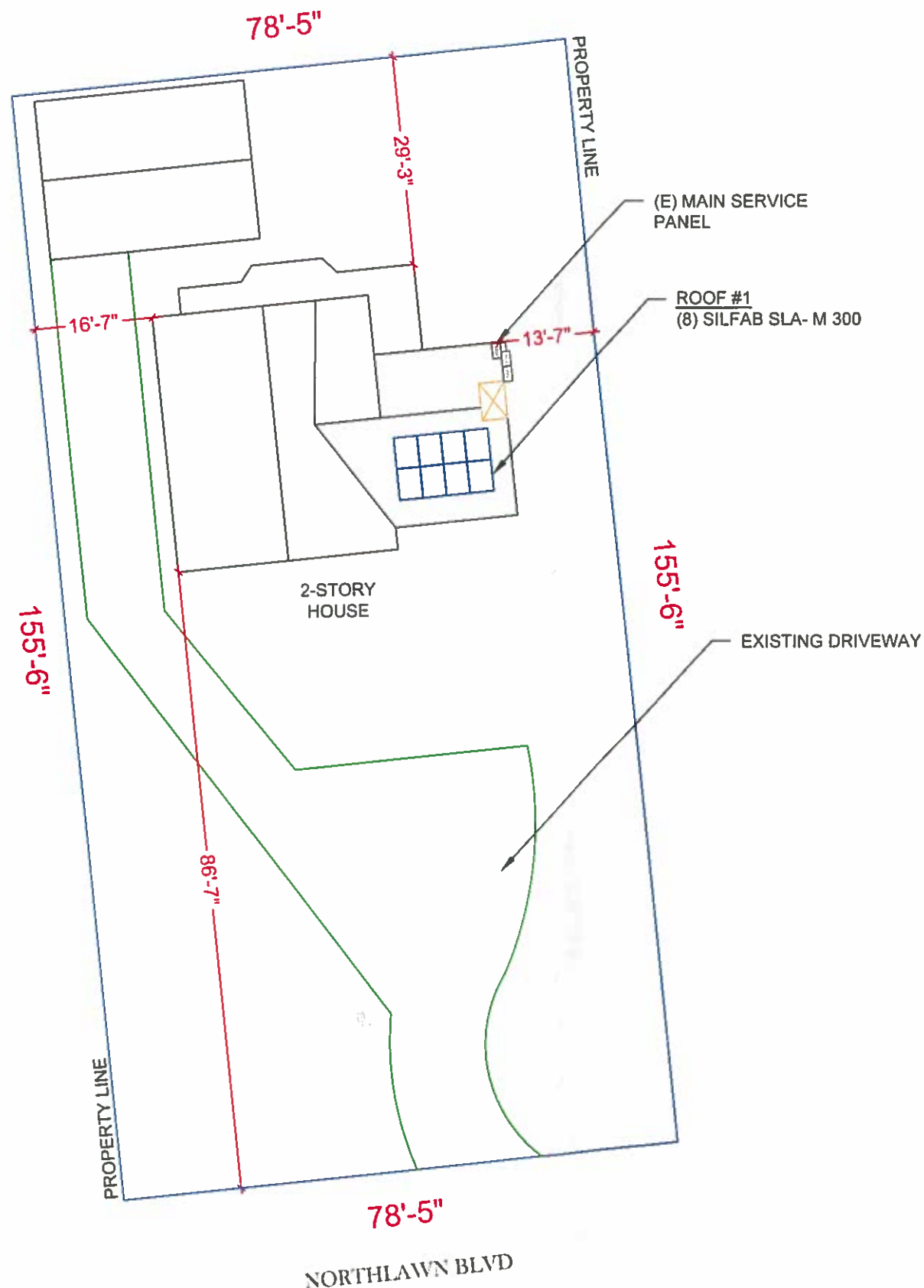
8 x SILFAB SLA- M 300 MODULES
ROOF MOUNTED SOLAR PHOTOVOLTAIC MODULES
SYSTEM SIZE: 2.40 kW DC STC
ARRAY AREA: ROOF #1- 140.64 SQ. FT.

8	SILFAB SLA- M 300 MODULES
8	SOLAREEDGE POWER OPTIMIZER P320
01	SOLAREEDGE SE3800H-US INVERTER

BUILDING: MICHIGAN RESIDENTIAL CODE 2015
ELECTRICAL: NEC 2017

OCCUPANCY: II
CONSTRUCTION: SINGLE-FAMILY
ZONING: RESIDENTIAL
WIND EXPOSURE: C
WIND SPEED AND GROUND SNOW
LOAD: SEE STRUCTURAL LETTER

BUILDING: OAKLAND COUNTY
ZONING: OAKLAND COUNTY
UTILITY: DTE ENERGY

[illegible]

PV-1	SCALE: NTS
------	------------

<u>SHEET INDEX</u>	
PV-1	PLOT PLAN & VICINITY MAP
PV-2	ROOF PLAN & MODULES
PV-2A	STRING LAYOUT
PV-3	ATTACHMENT DETAIL
PV-4	ELECTRICAL LINE DIAGRAM
PV-5	WIRING CALCULATIONS
PV-6	SOLAREEDGE OPTIMIZER CHART
PV-7 to 11	EQUIPMENT SPECIFICATIONS

PV-1	SCALE: 1"=20'-0"
------	------------------



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SOLAR & ROOFING

POWER HOME SOLAR, LLC
"POWER YOUR FUTURE"
919 N. MAIN ST.
MOORESVILLE, NC 28115
Phone: 704-800-6591 (OFFICE)
Email: info@powerhome.com
Web: www.powerhome.com

REVISIONS		
DESCRIPTION	DATE	REV
INITIAL	20181123	1

Signature with Seal

DATE: 02/14/2019

PROJECT NAME & ADDRESS

DANIEL LONDYN
MENKES
RESIDENCE

DESIGNED BY

PHS

SHEET NAME
PLOT PLAN &
VICINITY MAP

SHEET SIZE

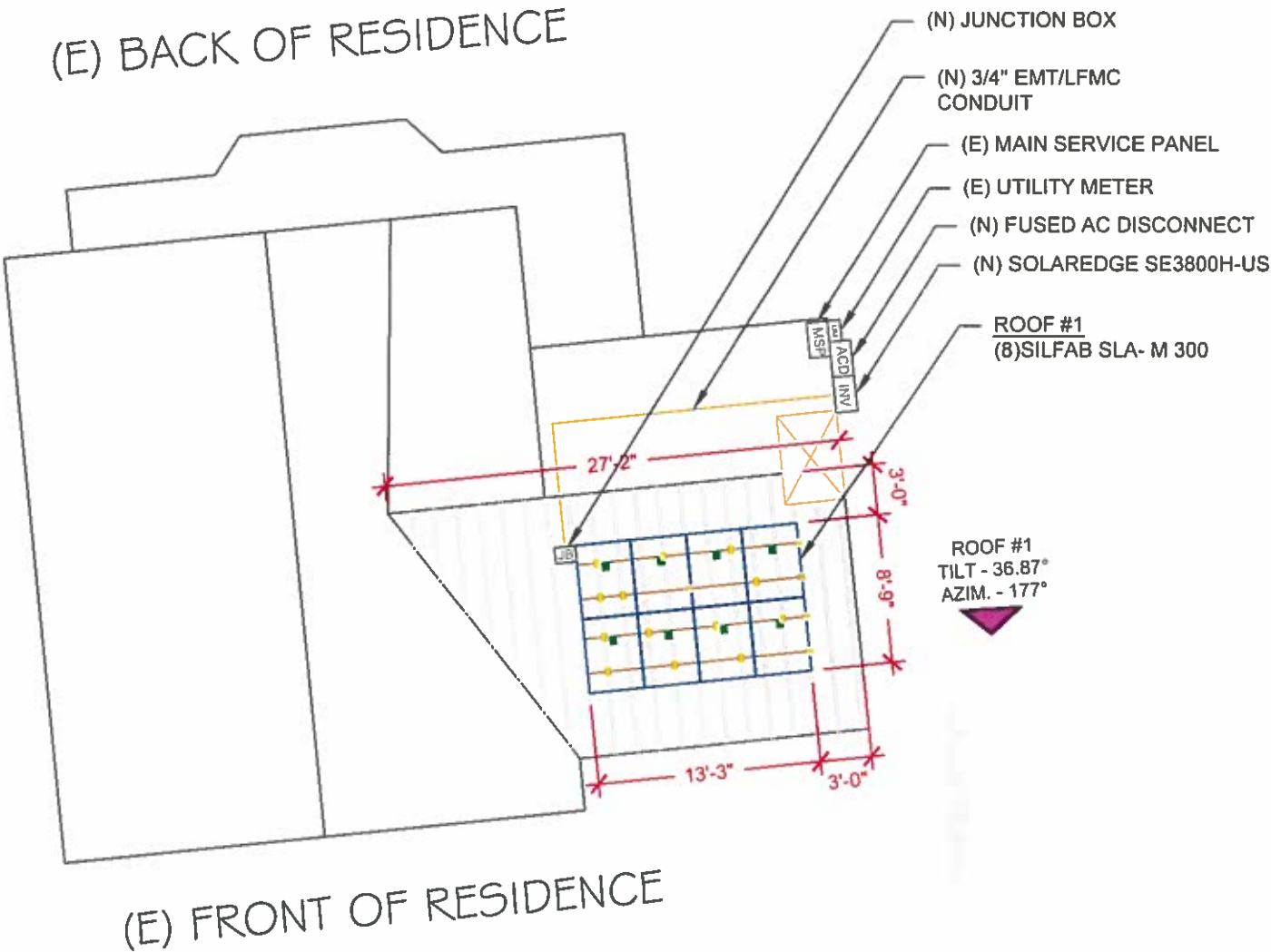
ANSI B
11" X 17"

SHEET NUMBER

PV-1

MODULE TYPE, DIMENSIONS & WEIGHT

NUMBER OF MODULES = 8 MODULES
MODULE TYPE = SILFAB SLA- M 300 MODULES
MODULE WEIGHT = 41.89 LBS / 19 KG.
MODULE DIMENSIONS = 64.96"x 38.98" = 17.58 SF



ROOF DESCRIPTION				
ROOF TYPE		COMPOSITE SHINGLE		
ROOF LAYER		1 LAYER		
ROOF	TILT	AZIMUTH	RAFTER SIZE	RAFTER SPACING
#1	37°	177°	2X6	16"

ARRAY AREA & ROOF AREA CALC'S				
ROOF	# OF MODULES	ARRAY AREA (Sq. Ft.)	ROOF AREA (Sq. Ft.)	ROOF AREA COVERED BY ARRAY (%)
#1	8	140.640	344.33	41

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PROJECT NAME & ADDRESS

DANIEL LONDYN
MENKES
RESIDENCE

1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY

PHS

SHEET NAME

ROOF PLAN & MODULES

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

PV-2



LEGEND

JB

INV

DC

SLD

PM

MSP

- JUNCTION BOX

- INVERTER

- INTEGRATED DC DISCONNECT

- SOLAR LOAD CENTER

- PRODUCTION METER

- MAIN SERVICE PANEL

○ □

✦

CB

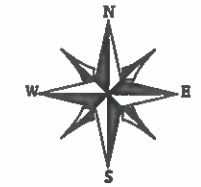
- VENT, ATTIC FAN (ROOF OBSTRUCTION)

- ROOF ATTACHMENT

- RAFTERS

- CONDUIT

- COMBINER BOX





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DATE: 02/14/2019

PROJECT NAME & ADDRESS

ULI KLUEH
RESIDENCE

1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY

PHS

SHEET NAME

STRING
LAYOUT

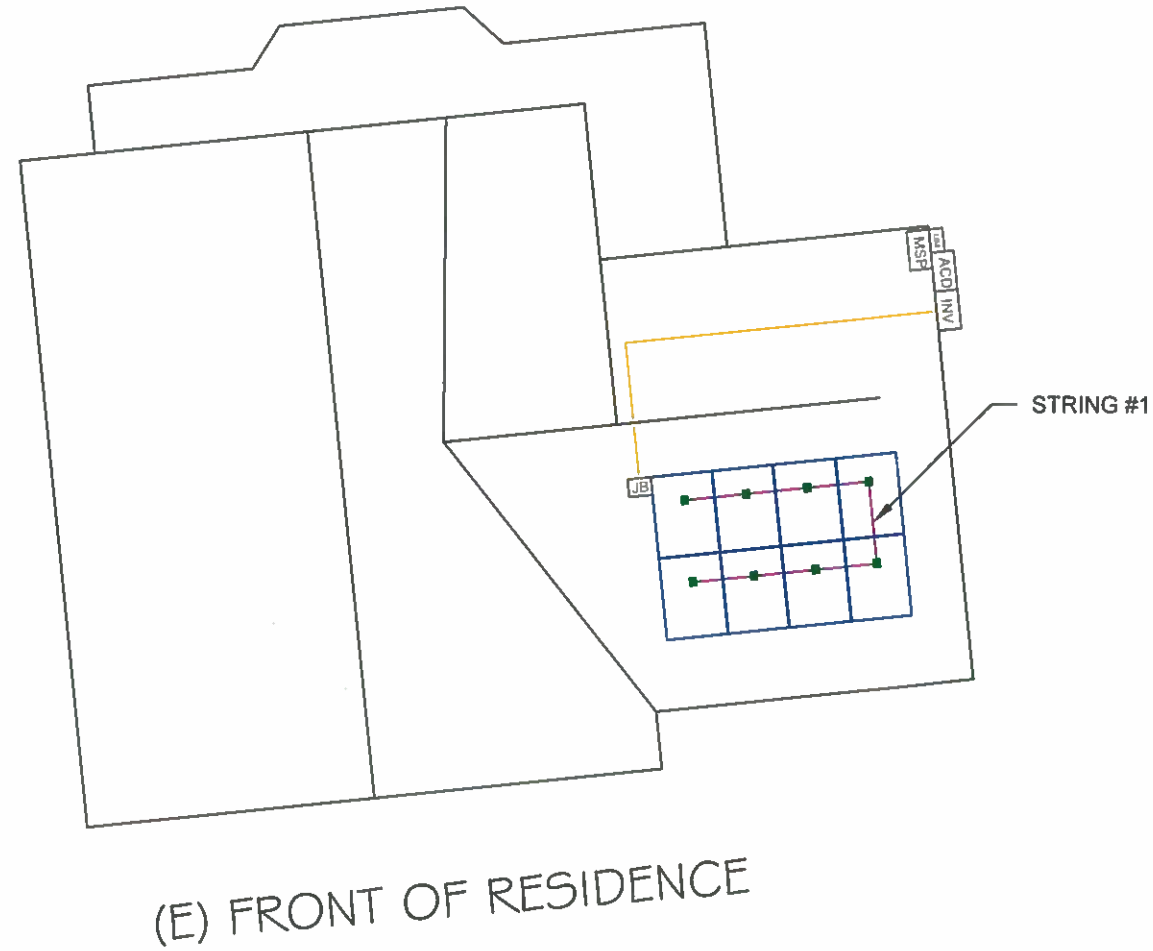
SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

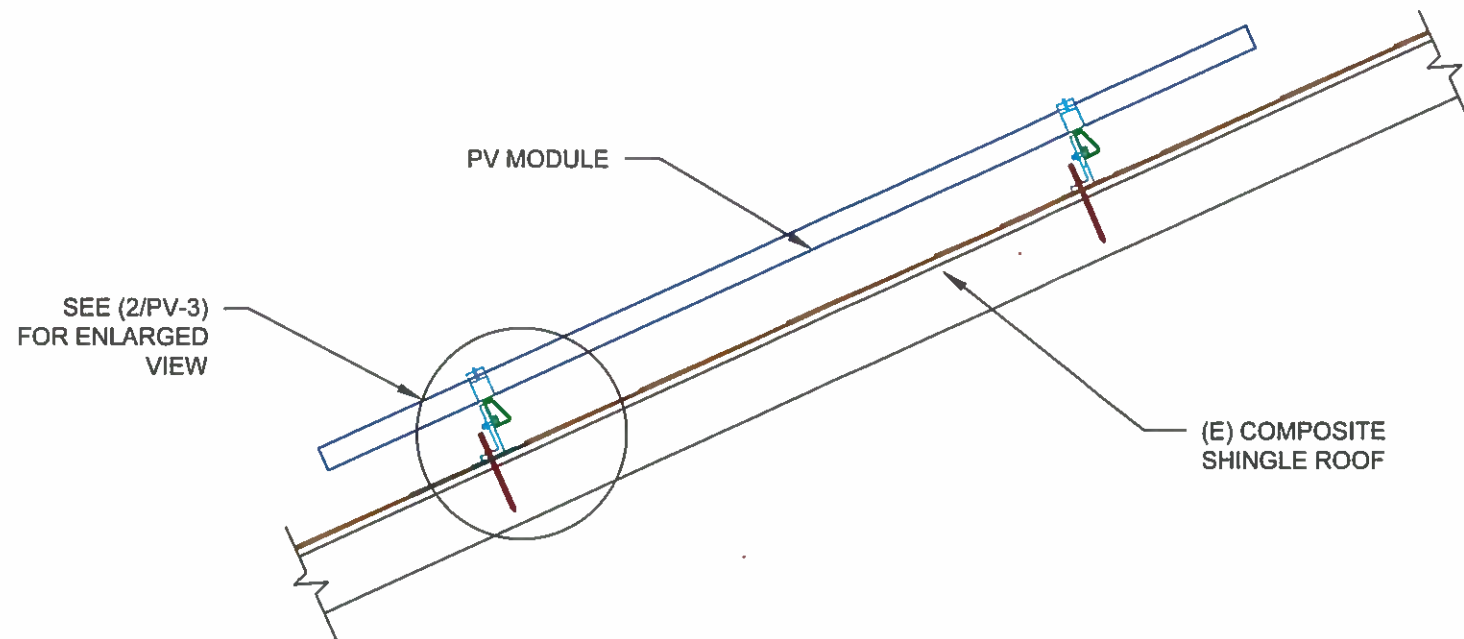
PV-2A

(E) BACK OF RESIDENCE

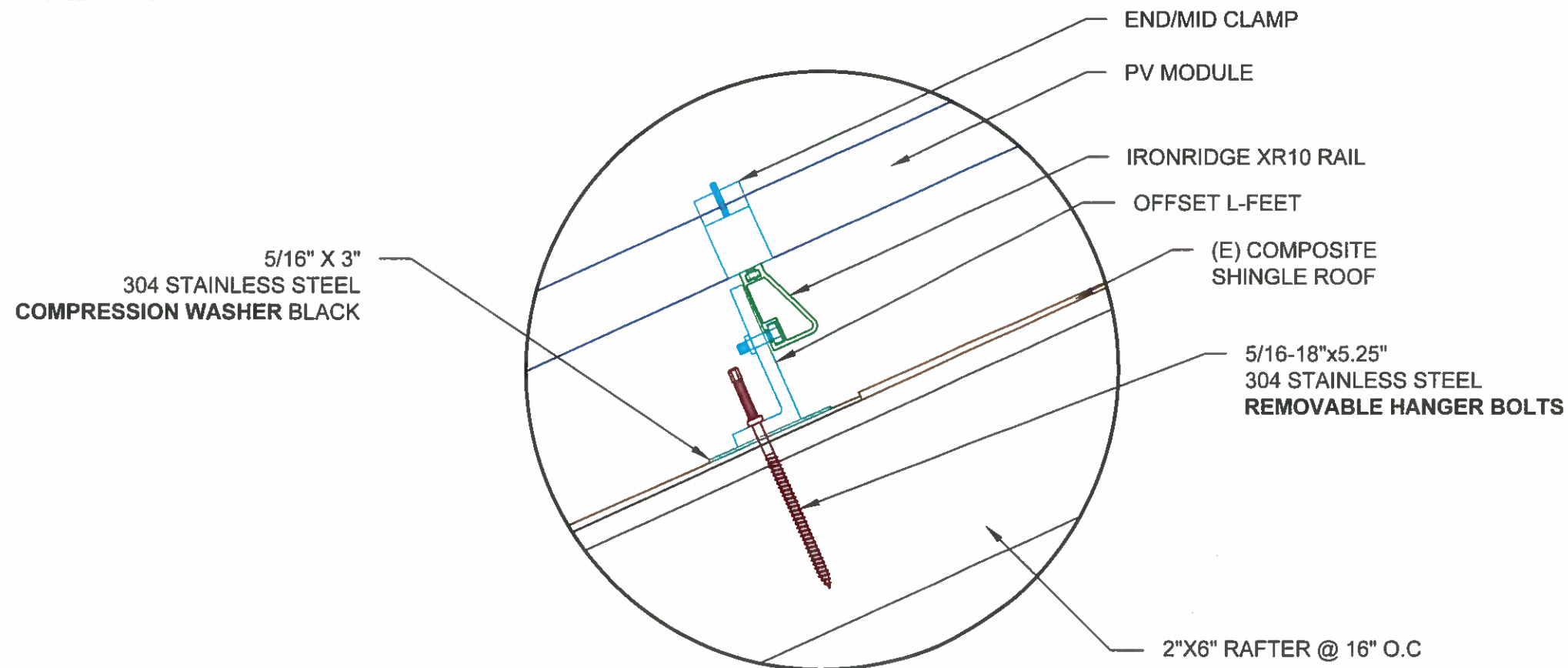


(E) FRONT OF RESIDENCE

BILL OF MATERIALS		
EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	8	SILFAB SLA- M 300
OPTIMIZER	8	SOLAREGE POWER OPTIMIZER P320
INVERTER	1	SOLAREGE SE3800H-US INVERTER
AC DISCONNECT	1	30A FUSED, (2) 20A FUSES, 240V, NEMA 3R, UL LISTED
SOLAR DECK	1	SOLAR DECKS
RAILS	4	IRONRIDGE XR10 RAIL 168" (14 FEET) BLACK
BONDED SPLICE	0	SPLICE KIT
MODULE CLAMPS	20	UNIVERSAL MODULE CLAMPS
GROUNDING LUG	2	IRONRIDGE GROUNDING LUG
END CLAMPS	8	END CLAMPS / STOPPER SLEEVE
ATTACHMENT	18	SRH LOW PROFILE QUICKBOLT
SQUARE-BOLT	18	SQUARE-BOLT BONDING ATTACHMENT HARDWARE



1 | **ATTACHMENT DETAIL**
PV-3 | SCALE: 1" = 1'-0"



2 | **ATTACHMENT DETAIL (enlarged view)**
PV-3 | SCALE: NTS

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 BIRMINGHAM, MI 48009

DESIGNED BY

PHS

SHEET NAME

ATTACHMENT
DETAIL

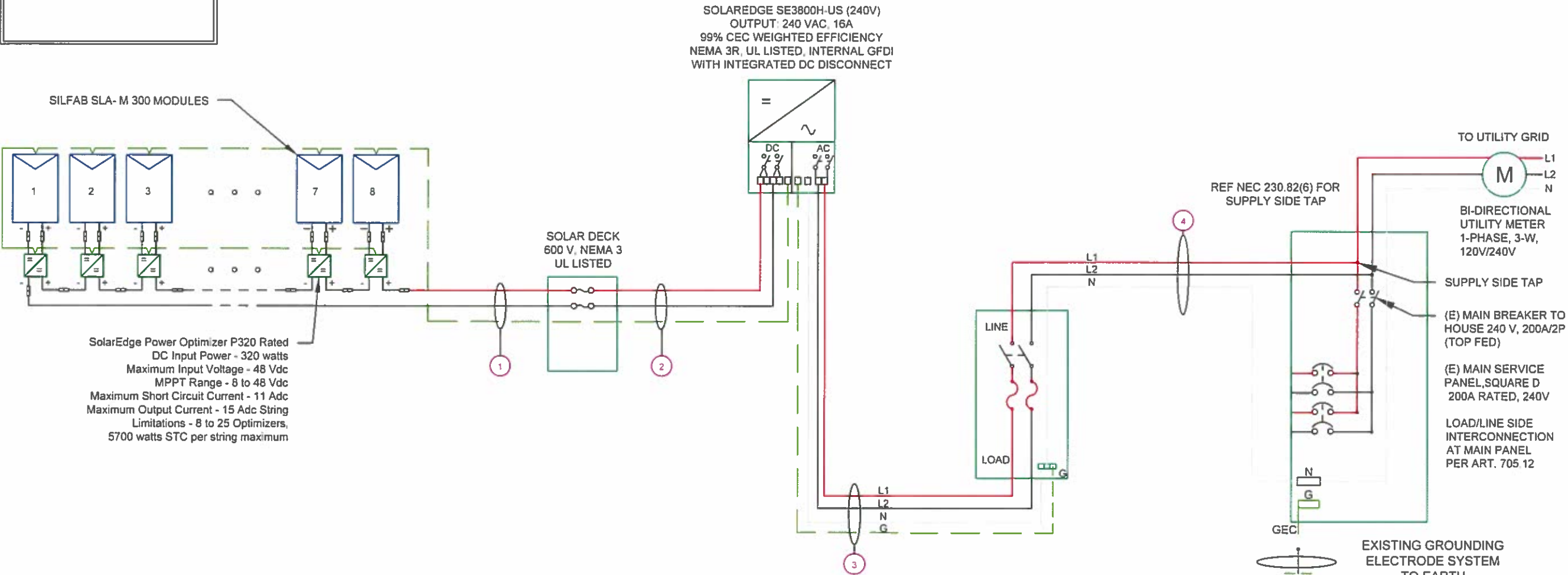
SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

PV-3

(8) SILFAB SLA- M 300 MODULES
(1) STRING OF 8 MODULES
CONNECTED IN SERIES



SolarEdge Power Optimizer P320 Rated
DC Input Power - 320 watts
Maximum Input Voltage - 48 Vdc
MPPT Range - 8 to 48 Vdc
Maximum Short Circuit Current - 11 Adc
Maximum Output Current - 15 Adc String
Limitations - 8 to 25 Optimizers,
5700 watts STC per string maximum

WARNING
PHOTOVOLTAIC
POWER SOURCE

LABEL 1
ON ALL CONDUITS SPACED AT MAX 10FT

! CAUTION !
SOLAR ELECTRIC
SYSTEM CONNECTED
AND ENERGIZED

LABEL 2
AT INVERTER

**SOLAR PV SYSTEM EQUIPPED
WITH RAPID SHUTDOWN**

LABEL 3
AT INVERTER

**PHOTOVOLTAIC
DC DISCONNECT**

LABEL 4
AT EACH DC DISCONNECT

AC DISCONNECT:
30A FUSED, (2) 20A FUSES,
240V NEMA 3R, UL LISTED

! WARNING !
ELECTRIC SHOCK HAZARD
DO NOT TOUCH TERMINALS
TERMINALS ON BOTH LINE AND LOAD SIDES
MAY BE ENERGIZED IN THE OPEN POSITION

LABEL 5
AT EACH AC DISCONNECT

**PHOTOVOLTAIC
AC
DISCONNECT**

LABEL 6
AT EACH AC DISCONNECT

**AC DISCONNECT WITHIN 5' OF
METER PER DTE
REQUIREMENT**

! WARNING !
DUAL POWER SOURCES
SECOND SOURCE IS PV SYSTEM

LABEL 8
AT MEP

! WARNING !
SOLAR SYSTEM
CONNECTED
AND ENERGIZED

LABEL 9
AT MEP

! CAUTION !
SOLAR POINT OF
INTERCONNECTION

LABEL 10
AT UTILITY METER

! WARNING !
THE SERVICE METER IS ALSO SERVED
BY A PHOTOVOLTAIC SYSTEM

LABEL 11
AT UTILITY METER

QTY	CONDUCTOR INFORMATION	CONDUIT TYPE	CONDUIT SIZE
(2)	#10AWG - PV WIRE/USE-2	N/A	N/A
(1)	#6AWG - BARE COPPER IN FREE AIR		
(2)	#10AWG - THWN-2	EMT OR FLEX IN ATTIC	3/4"
(1)	#6AWG - THWN-2 GND		
(3)	#6AWG - THWN-2	PVC OR LFNC	3/4"
(1)	#6AWG - THWN-2 GND		
(3)	#6AWG - THWN-2	PVC OR LFNC	3/4"

SERVICE INFO	
UTILITY PROVIDER:	DTE ENERGY
MAIN SERVICE VOLTAGE:	240V
MAIN PANEL BRAND:	SQUARE D
MAIN SERVICE PANEL:	200A
MAIN CIRCUIT BREAKER RATING:	200A
MAIN SERVICE LOCATION:	WEST
SERVICE FEED SOURCE:	UNDERGROUND

REVISIONS		
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INITIAL	20181123	1

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PROJECT NAME & ADDRESS

DANIEL LONDYN
MENKES
RESIDENCE

1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY
PHS

SHEET NAME
ELECTRICAL LINE
DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-4

SOLAR MODULE SPECIFICATIONS	
MANUFACTURER / MODEL #	SILFAB SLA- M 300
VMP	32.8
IMP	9.16
VOC	39.85
ISC	9.71
TEMP. COEFF. VOC	-0.30%/°C
MODULE DIMENSION	64.96"L x 38.98"W x 1.49"D (In Inch)

INVERTER #1 SPECIFICATIONS	
MANUFACTURER / MODEL #	SOLAREGE SE3800H-US
NOMINAL AC POWER	3.8 KW
NOMINAL OUTPUT VOLTAGE	240 VAC
NOMINAL OUTPUT CURRENT	16A

POWER OPTIMIZER (OPTIMIZER P320-2NM4ARS)	
MAXIMUM INPUT POWER	320W
MINIMUM INPUT VOLTAGE	8 VDC
MAXIMUM INPUT VOLTAGE	48VDC
MAXIMUM MODULE ISC	11 ADC
MAXIMUM OUTPUT CURRENT	15 ADC

PERCENT OF VALUES	NUMBER OF CURRENT CARRYING CONDUCTORS IN	EMT
.80	4-6	
.70	7-9	
.50	10-20	

AMBIENT TEMPERATURE SPECS	
RECORD LOW TEMP	-7°
AMBIENT TEMP (HIGH TEMP 2%)	34°
CONDUIT HEIGHT	0.5"
ROOF TOP TEMP	56°
CONDUCTOR TEMPERATURE RATE	90°
MODULE TEMPERATURE COEFFICIENT OF Voc	-0.30%/°C

DC CONDUCTOR AMPACITY CALCULATIONS: ARRAY TO JUNCTION BOX:

EXPECTED WIRE TEMP (In Celsius)	56°
TEMP. CORRECTION PER TABLE (310.16)	0.71
NO. OF CURRENT CARRYING CONDUCTORS	2
CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a)	1
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A

REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B)	18.75A
1.25 X Isc	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC TABLE 310.16	
CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a) X CIRCUIT CONDUCTOR AMPACITY	40A
Result should be greater than (18.75A) otherwise less the entry for circuit conductor size and ampacity	

DC CONDUCTOR AMPACITY CALCULATIONS: FROM JUNCTION BOX TO INVERTER:

AMBIENT TEMPERATURE ADJUSTMENT FOR EXPOSED CONDUIT PER NEC 310.15(B)(2)(c)	+22°
EXPECTED WIRE TEMP (In Celsius)	34°+22° = 56°
TEMP. CORRECTION PER TABLE (310.16)	0.71
NO. OF CURRENT CARRYING CONDUCTORS	2
CONDUIT FILL CORRECTION PER NEC 310.15(B)(2)(a)	1
CIRCUIT CONDUCTOR SIZE	10AWG
CIRCUIT CONDUCTOR AMPACITY	40A

REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B)	18.75A
1.25 X Isc	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC TABLE 310.16	
CONDUIT FILL CORRECTION PER NEC 310.15(B)(2)(a) X CIRCUIT CONDUCTOR AMPACITY	40A
Result should be greater than (18.75A) otherwise less the entry for circuit conductor size and ampacity	

AC CONDUCTOR AMPACITY CALCULATIONS:

No. OF INVERTER	1
EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE (310.16)	0.96
NO. OF CURRENT CARRYING CONDUCTORS	3
CONDUIT FILL CORRECTION PER NEC 310.15(B)(2)(a)	1
CIRCUIT CONDUCTOR SIZE	6 AWG
CIRCUIT CONDUCTOR AMPACITY	75A

REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(B)	20A
1.25 X MAX INVERTER OUTPUT CURRENT	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC TABLE 310.16	
TEMP. CORRECTION PER TABLE (310.16) X CONDUIT FILL CORRECTION PER NEC 310.15(B)(2)(a) X CIRCUIT CONDUCTOR AMPACITY	72A
Result should be greater than (20A) otherwise less the entry for circuit conductor size and ampacity	

ELECTRICAL NOTES

- 1.) ALL EQUIPMENT TO BE LISTED BY UL OR OTHER NRTL, AND LABELED FOR ITS APPLICATION.
- 2.) ALL CONDUCTORS SHALL BE COPPER, RATED FOR 600 V AND 90 DEGREE C WET ENVIRONMENT.
- 3.) WIRING, CONDUIT, AND RACEWAYS MOUNTED ON ROOFTOPS SHALL BE ROUTED DIRECTLY TO, AND LOCATED AS CLOSE AS POSSIBLE TO THE NEAREST RIDGE, HIP, OR VALLEY.
- 4.) WORKING CLEARANCES AROUND ALL NEW AND EXISTING ELECTRICAL EQUIPMENT SHALL COMPLY WITH NEC 110.26.
- 5.) DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS. CONTRACTOR SHALL FURNISH ALL NECESSARY OUTLETS, SUPPORTS, FITTINGS AND ACCESSORIES TO FULFILL APPLICABLE CODES AND STANDARDS.
- 6.) WHERE SIZES OF JUNCTION BOXES, RACEWAYS, AND CONDUITS ARE NOT SPECIFIED, THE CONTRACTOR SHALL SIZE THEM ACCORDINGLY.
- 7.) ALL WIRE TERMINATIONS SHALL BE APPROPRIATELY LABELED AND READILY VISIBLE.
- 8.) MODULE GROUNDING CLIPS TO BE INSTALLED BETWEEN MODULE FRAME AND MODULE SUPPORT RAIL, PER THE GROUNDING CLIP MANUFACTURER'S INSTRUCTION.
- 9.) MODULE SUPPORT RAIL TO BE BONDED TO CONTINUOUS COPPER G.E.C. VIA WEEB LUG OR ILSCO GBL-4DBT LAY-IN LUG.
- 10.) THE POLARITY OF THE GROUNDED CONDUCTORS IS NEGATIVE



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REVISIONS		
DESCRIPTION	DATE	REV
INITIAL	20181123	1

Signature with Seal

DATE: 02/14/2019

PROJECT NAME & ADDRESS

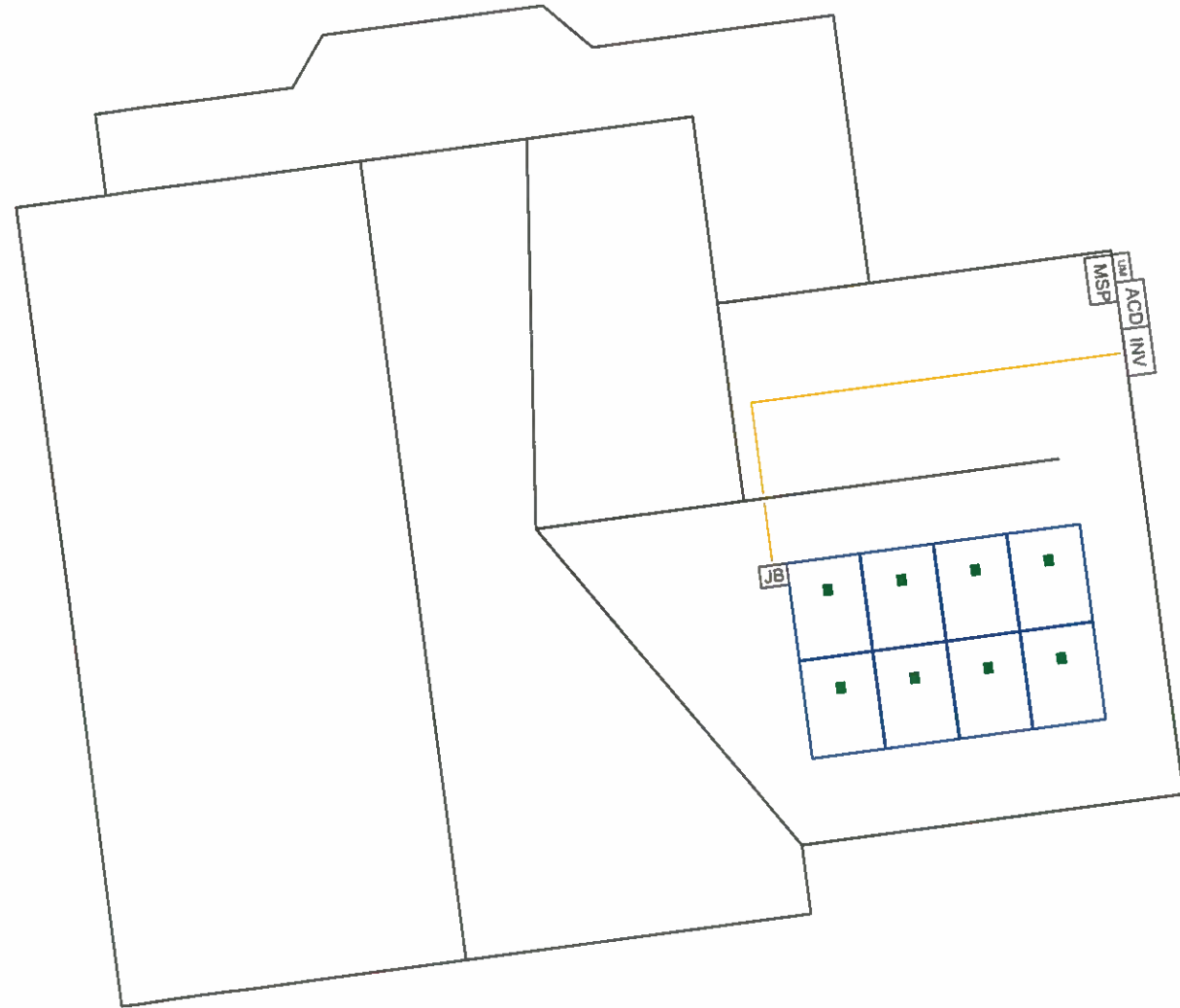
ULI KLUEH
RESIDENCE

1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY
PHS
SHEET NAME
WIRING CALCULATIONS
SHEET SIZE
ANSI B 11" X 17"
SHEET NUMBER
PV-5

1-10 11-20 21-30 31-40 41-50 51-60

SOLAREEDGE OPTIMIZER CHART



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RESIDENCE
1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

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SHEET NAME
SOLAREEDGE
OPTIMIZER CHART

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-6



SLA-M Monocrystalline



**300 Wp
60 Cell**
**Monocrystalline
PV Module**



100% MAXIMUM POWER DENSITY
Silfab's SLA-M 300 ultra-high-efficiency modules are optimized for both Residential and Commercial projects where maximum power density is preferred.

**100% NORTH AMERICAN
QUALITY MATTERS**
Silfab's fully-automated manufacturing facility ensures precision engineering is applied at every stage. Superior reliability and performance combine to produce one of the highest quality modules with the lowest defect rate in the industry.

**NORTH AMERICAN
CUSTOMIZED SERVICE**
Silfab's 100% North American based team leverages just-in-time manufacturing to deliver unparalleled service, on-time delivery and flexible project solutions.



ENSURES MAXIMUM EFFICIENCY
60 of the highest efficiency, premium quality monocrystalline cells result in a maximum power rating of 300Wp.

ADVANCED PERFORMANCE WARRANTY
25-year linear power performance guarantee to 82%

ENHANCED PRODUCT WARRANTY
12-year product/workmanship warranty

BUILT BY INDUSTRY EXPERTS
With over 35 years of industry experience, Silfab's technical team are pioneers in PV technology and are dedicated to an innovative approach that provides superior manufacturing processes including: infra-red cell sorting, glass washing, automated soldering and meticulous cell alignment.

POSITIVE TOLERANCE
(-0/+5W) All positive module sorting ensures maximum performance

44 PPM DEFECT RATE*
Total automation ensures strict quality control during each step of the process at our certified ISO manufacturing facility.
*As of December 31, 2016

LIGHT AND DURABLE
Over-engineered to weather low load bearing structures up to 5400 Pa. Light-weight frame exclusively designed with wide-ranging racking compatibility and durability.

PID RESISTANT
Proven in accordance to IEC 62804-1

AVAILABLE IN
All Black



Electrical Specifications		SILFAB SLA Monocrystalline	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	300	227
Maximum power voltage (Vpmax)	V	32.8	29.5
Maximum power current (Ipmax)	A	9.16	7.69
Open circuit voltage (Voc)	V	39.85	36.9
Short circuit current (Isc)	A	9.71	7.96
Module efficiency	%	18.4	17.3
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	15	
Power Tolerance	Wp	+/- 1	

Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ± 3%
• Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by +/- 1.

Temperature Ratings		SILFAB SLA Monocrystalline
Temperature Coefficient Isc	%/K	0.03
Temperature Coefficient Voc	%/K	-0.30
Temperature Coefficient Pmax	%/K	-0.38
NOCT (± 2°C)	°C	45
Operating temperature	°C	-40/+85

Mechanical Properties and Components		SILFAB SLA Monocrystalline
Module weight (± 1 kg)	kg	19
Dimensions (H x L x D: ± 1mm)	mm	1650 x 990 x 38
Maximum surface load (wind/snow)*	N/m ²	5400
Hail impact resistance		Ø 25 mm at 83 km/h
Cells		60 - Si monocrystalline - 4 or 5 busbar - 156.75 x 156.75 mm
Glass		3.2 mm high transmittance, tempered, antireflective coating
Backsheet		Multilayer polyester-based
Frame		Anodized Al
Bypass diodes		3 diodes-45V/12A, IP67/IP68
Cables and connectors (See installation manual)		1200 mm Ø 5.7 mm (4 mm ²), MC4 compatible

Warranties		SILFAB SLA Monocrystalline
Module product warranty		12 years 25 years
Linear power performance guarantee		≥ 97% end of 1 st year ≥ 90% end of 12 th year ≥ 82% end of 25 th year

Certifications		SILFAB SLA Monocrystalline
Product		ULC ORD C1703, UL 1703, IEC 61215, IEC 61730, IEC 61701, CEC listed
Factory		UL Fire Rating: Type 2 (Type 1 on request) ISO 9001:2008



Warning: Read the installation and User Manual before handling, installing and operating modules.

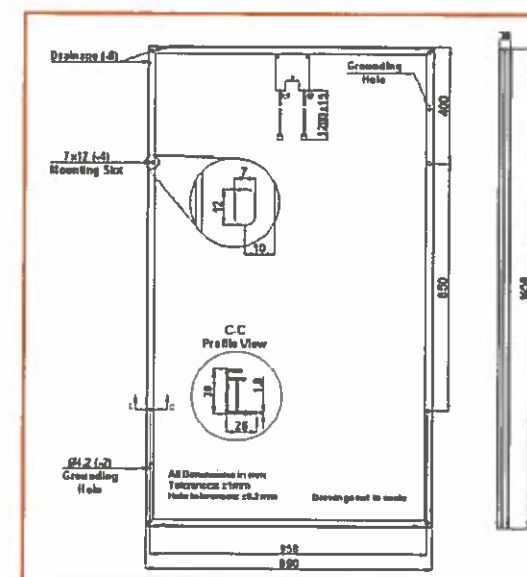
Third-party generated pan files from PV Evolution Labs available for download at:
www.silfab.ca/downloads



Pallet Count: 26
Container Count: 936



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Ontario Canada L5T 2S5
Tel +1 905-255-2501 • Fax +1 905-696-0267
info@silfab.ca • www.silfab.ca



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ULI KLUHEH
RESIDENCE

1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY

PHS

SHEET NAME

EQUIPMENT
SPECIFICATION

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

PV-7



- Specifically designed to work with power optimizers
- Record-breaking efficiency
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Extremely small
- High reliability without any electrolytic capacitors
- Built-in module-level monitoring
- Outdoor and indoor installation
- Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)



www.solaredge.us

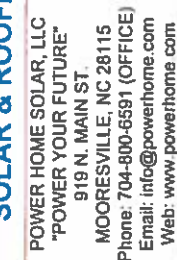
INVERTERS

[illegible]

④ For power derating information refer to: https://www.solaredge.com/sites/default/files/temperature_derating_note_en.pdf



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[illegible]

Signature with Seal

DATE: 02/14/2019

PROJECT NAME & ADDRESS	
------------------------	--

ULI KLUEH
RESIDENCE

DESIGNED BY

PHS

SHEET NAME
EQUIPMENT
SPECIFICATION

SHEET SIZE

ANSI B
11" X 17"

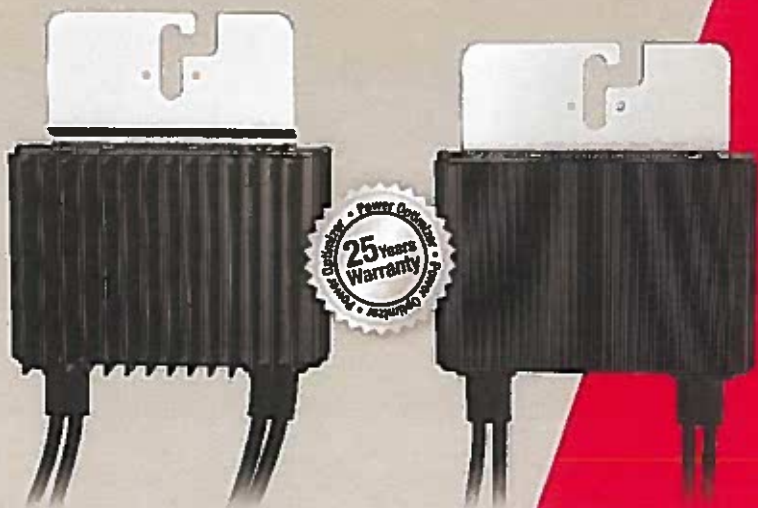
SHEET NUMBER

PV-8



Power Optimizer

P320 / P370 / P400 / P405 / P505



POWER OPTIMIZER

PV power optimization at the module-level

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch losses, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Fast installation with a single bolt
- Next generation maintenance with module-level monitoring
- Compliant with arc fault protection and rapid shutdown NEC requirements (when installed as part of the SolarEdge system)
- Module-level voltage shutdown for installer and firefighter safety

www.solaredge.us



Power Optimizer

P320 / P370 / P400 / P405 / P505

OPTIMIZER MODEL (typical module compatibility)	P320 (for high-power 60-cell modules)	P370 (for higher-power 60 and 72-cell modules)	P400 (for 72 & 96-cell modules)	P405 (for thin film modules)	P505 (for higher current modules)	
INPUT						
Rated Input DC Power ⁽¹⁾	320	370	400	405	505	W
Absolute Maximum Input Voltage (Voc at lowest temperature)	48	60	80	125	83	Vdc
MPPT Operating Range	8 - 48	8 - 60	8 - 80	12.5 - 105	12.5 - 83	Vdc
Maximum Short Circuit Current (Isc)		11		10.1	14	Adc
Maximum DC Input Current		13.75		12.63	17.5	Adc
Maximum Efficiency			99.5			%
Weighted Efficiency			98.8		98.6	%
Overvoltage Category			II			
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREGE INVERTER)						
Maximum Output Current			15			Adc
Maximum Output Voltage		60		85		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREGE INVERTER OR SOLAREGE INVERTER OFF)						
Safety Output Voltage per Power Optimizer			1 ± 0.1			Vdc
STANDARD COMPLIANCE						
EMC			FCC Part 15 Class B, IEC61000-6-2, IEC61000-6-3			
Safety			IEC62109-1 (class II safety), UL1741			
RoHS			Yes			
INSTALLATION SPECIFICATIONS						
Maximum Allowed System Voltage			1000			Vdc
Compatible Inverters			All SolarEdge Single Phase and Three Phase inverters			
Dimensions (W x L x H)	128 x 152 x 28 / 5 x 5.97 x 1.1	128 x 152 x 36 / 5 x 5.97 x 1.42	128 x 152 x 50 / 5 x 5.97 x 1.96	128 x 152 x 59 / 5 x 5.97 x 2.32		mm / in
Weight (including cables)	630 / 1.4	750 / 1.7	845 / 1.9	1064 / 2.3		Rt / lb
Input Connector			MC4 ⁽²⁾			
Output Wire Type / Connector			Double Insulated, MC4			
Output Wire Length	0.95 / 3.0		1.2 / 3.9			m / ft
Operating Temperature Range			-40 - +85 / -40 - +185			°C / °F
Protection Rating			IP68 / NEMA6P			
Relative Humidity			0 - 100			%

⁽¹⁾ Rated STC power of the module. Module of up to +5% power tolerance allowed.
⁽²⁾ For other connector types please contact SolarEdge.

PV SYSTEM DESIGN USING A SOLAREGE INVERTER ⁽¹⁾⁽²⁾		SINGLE PHASE HD-WAVE	SINGLE PHASE	THREE PHASE 208V	THREE PHASE 480V	
Minimum String Length (Power Optimizers)	P320, P370, P400 P405 / P505	8		10	18	
Maximum String Length (Power Optimizers)		6		8	14	
		25		25	50 ⁽³⁾	
Maximum Power per String		5700 (6000 with SE7600-US - SE11400- US)	5250	6000	12750	W
Parallel Strings of Different Lengths or Orientations			Yes			

⁽¹⁾ For detailed string sizing information refer to: http://www.solaredge.com/sites/default/files/string_sizing_napd.pdf.
⁽²⁾ It is not allowed to mix P405/P505 with P320/P370/P400/P405/P505 in one string.
⁽³⁾ A string with more than 20 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement.



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REVISIONS		
DESCRIPTION	DATE	REV
INITIAL	20181123	1

Signature with Seal

DATE 02/14/2019

PROJECT NAME & ADDRESS

ULI KLUUEH
RESIDENCE

1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY
PHS
SHEET NAME
EQUIPMENT SPECIFICATION
SHEET SIZE
ANSI B 11" X 17"
SHEET NUMBER
PV-9



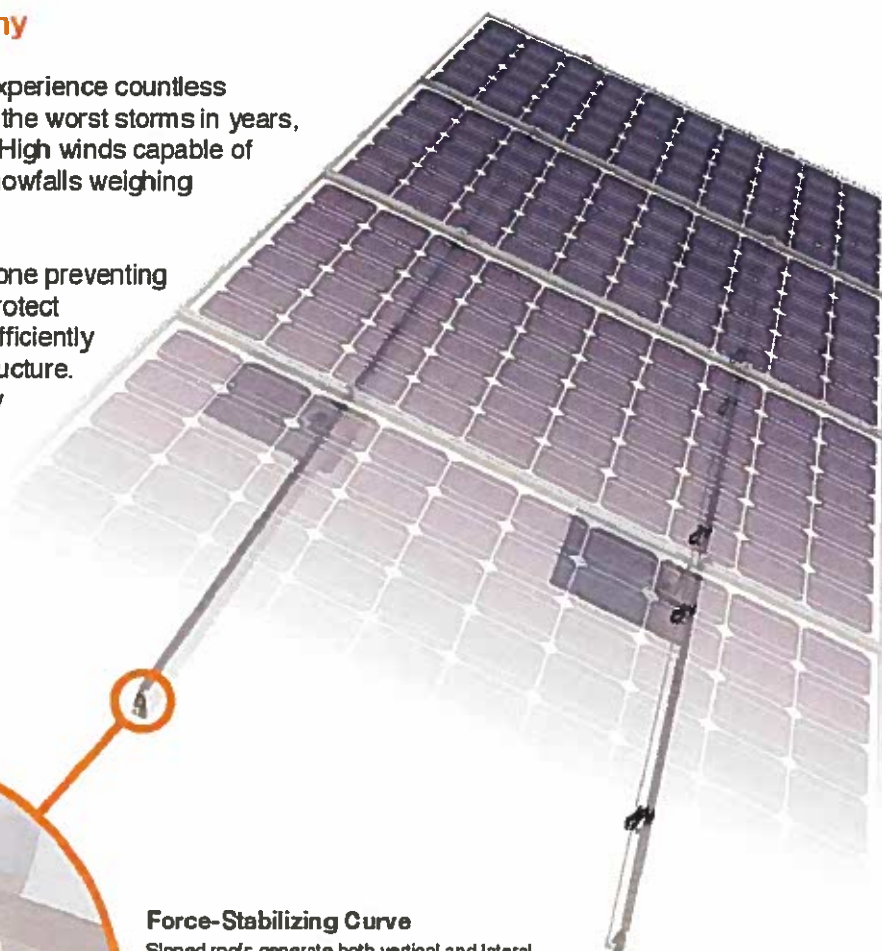
Tech Brief

XR Rail Family

Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

Compatible with Flat & Pitched Roofs



XR Rails are compatible with FlashFoot and other pitched roof attachments.



IronRidge offers a range of tilt leg options for flat roof mounting applications.

Corrosion-Resistant Materials

All XR Rails are made of marine-grade aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



XR Rail Family

The XR Rail Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail to match.



XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves 6 foot spans, while remaining light and economical.

- 6' spanning capability
- Moderate load capability
- Clear anodized finish
- Internal splices available



XR100

XR100 is the ultimate residential mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 8 feet.

- 8' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans 12 feet or more for commercial applications.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

Rail Selection

The following table was prepared in compliance with applicable engineering codes and standards. Values are based on the following criteria: ASCE 7-10, Roof Zone 1, Exposure B, Roof Slope of 7 to 27 degrees and Mean Building Height of 30 ft. Visit IronRidge.com for detailed span tables and certifications.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	100	XR10		XR100		XR1000	
	120						
	140						
	160						
10-20	100						
	120						
	140						
	160						
30	100						
	160						
40	100						
	160						
50-70	160						
80-90	160						

Tech Brief



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1986 NORTHLAWN BLVD
BIRMINGHAM, MI 48009

DESIGNED BY

PHS

SHEET NAME

EQUIPMENT
SPECIFICATION

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

PV-10



UFO Family of Components

Tech Brief

Simplified Grounding for Every Application

The UFO family of components eliminates the need for separate grounding hardware by bonding solar modules directly to IronRidge XR Rails. All system types that feature the UFO family—Flush Mount, Tilt Mount and Ground Mount—are fully listed to the UL 2703 standard.

UFO hardware forms secure electrical bonds with both the module and the rail, resulting in many parallel grounding paths throughout the system. This leads to safer and more reliable installations.



Stopper Sleeve

The Stopper Sleeve snaps onto the UFO, converting it into a bonded end clamp.



Universal Fastening Object (UFO)

The UFO securely bonds solar modules to XR Rails. It comes assembled and lubricated, and can fit a wide range of module heights.



Bonded Splice

Each Bonded Splice uses self-drilling screws to form a secure connection. No bonding strap needed.



Grounding Lug

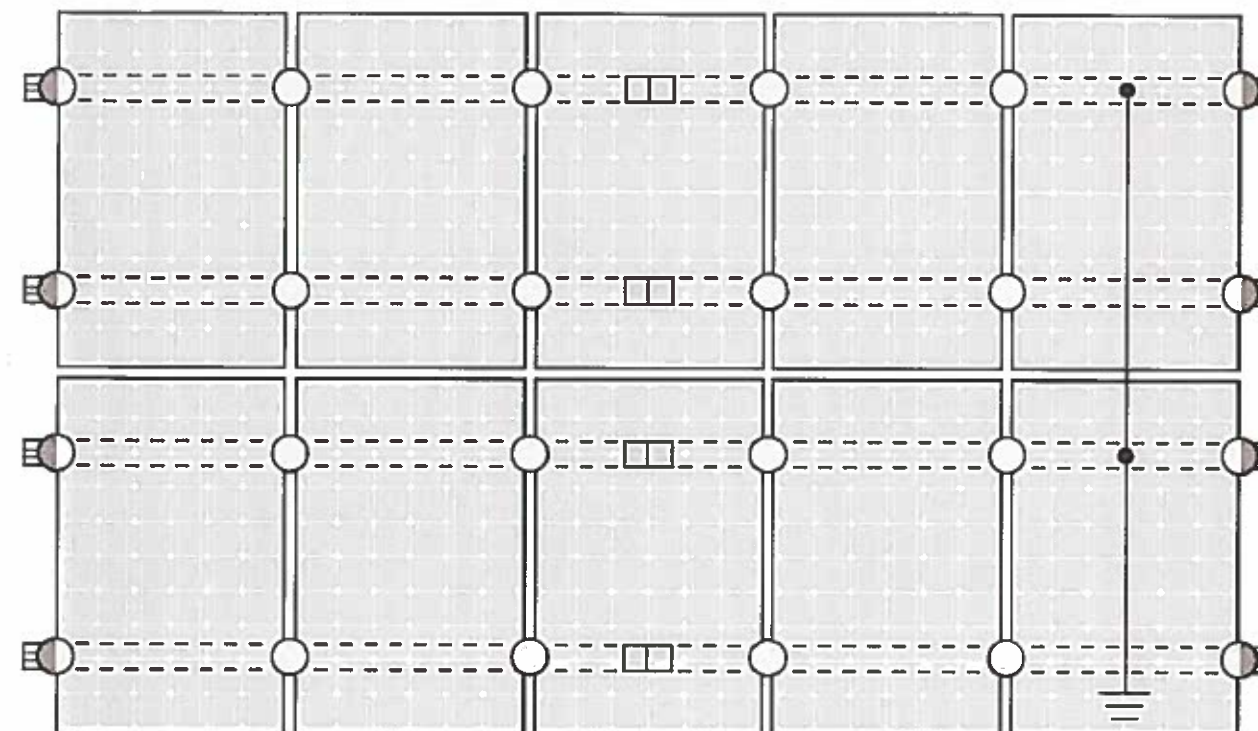
A single Grounding Lug connects an entire row of PV modules to the grounding conductor.



Bonded Attachments

The bonding bolt attaches and bonds the L-foot to the rail. It is installed with the same socket as the rest of the system.

System Diagram



○ UFO ◐ Stopper Sleeve ● Grounding Lug □ Bonded Splice — Ground Wire

⚠ Approved Enphase microinverters can provide equipment grounding of IronRidge systems, eliminating the need for grounding lugs and field installed equipment ground conductors (EGC). A minimum of two microinverters mounted to the same rail and connected to the same Engage cable is required. Refer to installation manuals for additional details.

UL Certification

The IronRidge Flush Mount, Tilt Mount, and Ground Mount Systems have been listed to UL 2703 by Intertek Group plc.

UL 2703 is the standard for evaluating solar mounting systems. It ensures these devices will maintain strong electrical and mechanical connections over an extended period of time in extreme outdoor environments.

Go to [IronRidge.com/UFO](https://www.ironridge.com/UFO)

Cross-System Compatibility

Feature	Flush Mount	Tilt Mount	Ground Mount
XR Rails	✓	✓	XR1000 Only
UFO/Stopper	✓	✓	✓
Bonded Splice	✓	✓	N/A
Grounding Lugs	1 per Row	1 per Row	1 per Array
Microinverters & Power Optimizers	Enphase - M250-72, M250-60, M215-60, C250-72 Darfon - MIG240, MIG300, G320, G640 SolarEdge - P300, P320, P400, P405, P600, P700, P730		
Fire Rating	Class A	Class A	N/A
Modules	Tested or Evaluated with over 400 Framed Modules Refer to installation manuals for a detailed list.		

Tech Brief



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SPECIFICATION

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11" X 17"

SHEET NUMBER

PV-11

Low Profile QuickBOLT™



LOW PROFILE QUICKBOLT™ INSTALLATION INSTRUCTIONS

Part #	Box Quantity	Size
17667	10 Washers, 10 Bolts, 10 Offset L-Foot, 10 Serrated Hex Flange Nuts	5/16" x 3", 5/16" x 5.25", NA, 5/16"



RECOMMENDED MATERIALS

- Rafter locator
- Chalk or crayon
- 3/16" Drill Bit
- Roofing Manufacturer's approved sealant

INSTALLATION INSTRUCTIONS

1. Locate and mark the rafters.
2. Predrill the hole with the 3/16" Drill Bit.
3. Fill the predrilled hole with sealant.
*We also recommend creating a circle of sealant on the back of the washer.
4. Place the EPDM Washer & drive the Bolt until the Washer compresses to the roof.
5. Place the L-Foot & Nut.
6. Tighten the Nut until the L-Foot is secure.

WHERE IS MY FLASHING?

The Stainless Steel backed EPDM Washer is fully Code-Compliant and does not require additional Sheet Metal Flashing. The collar on the QuickBOLT™ compresses the washer down onto the roof, forming a 100% leak-proof seal.



5830 Las Positas Road, Livermore, California 94551 | 3948 Airway Drive, Rock Hill, South Carolina 29732
Phone: (844)-671-6045 | Fax: (800)-689-7975 | www.solarroofhook.com
SolarRoofHook is a division of Quickscrews International Corp.

INSTALLATION VIDEOS, SPEC SHEETS, & TEST RESULTS AVAILABLE ON:
WWW.SOLARROOFHOOK.COM



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SOLAR ENERGY SYSTEM

Purchase & Installation
Agreement

Flat Roof
Ground Mount

PARTIES

This Solar Energy System Purchase & Installation Agreement (this “Agreement”) must be signed and delivered by both Buyer and Contractor before any work may be performed.

Date: February 11, 2019 | 6:19 PM EST

Buyer (Owner or Customer):

Uli Klueh

Primary Phone #: 248-578-7859
Secondary Phone #: 248-578-7859
Email address: uklueh@gmail.com

Contractor (Seller)

Power Home Solar LLC
919 North Main Street
Mooresville, NC 28115
1-800-765-2715
Email: customerservice@powerhome.com
www.PowerHomeSolar.com
NC License: NCGC 60946/EL 26074-U
SC License: SCGC G119763/EL M113628
MI License: Residential Builder #2102214053
VA License: VAGC 2705165346
OH License: 48524
PA HIC Registration No.: PA143619

Project Site: 1986 Northlawn Blvd, Birmingham, Michigan 48009 (the “Property”)

ENCLOSURES

1. Scope of Work
2. Price and Payment Schedule
3. Terms and Conditions
4. Signatures
5. Exhibit A: Commercial General Liability Insurance (CGL) and Other Insurance Notification
6. Exhibit B: Worker’s Compensation Insurance Notification
7. Exhibit C: Mechanics’ Lien Warning
8. Exhibit D: Notice of Cancellation
9. Exhibit E: Arbitration Agreement

DISCLAIMER: AS PART OF THE INFORMATION PROVIDED TO BUYER AT (OR BEFORE) THE TIME OF SALE, CONTRACTOR MAY PROVIDE *PROJECTIONS* OF ENERGY PRODUCTION FROM BUYER’S NEW SOLAR ENERGY SYSTEM AND *ESTIMATES* OF BUYER’S PROJECTED ENERGY COST SAVINGS (COLLECTIVELY, THE “PROJECTIONS”). THE ENERGY PRODUCTION PROJECTIONS THAT ARE INCLUDED IN THE PROJECTIONS ARE BASED, IN PART, ON FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS, THOUGH CONTRACTOR GENERALLY USES 25 YEAR AVERAGES TO CALCULATE SUCH ENERGY PRODUCTION PROJECTIONS. SIMILARLY, THE ESTIMATES OF BUYER’S PROJECTED ENERGY COST SAVINGS THAT ARE INCLUDED IN THE PROJECTIONS ARE ALSO BASED ON FACTORS WHICH ARE INHERENTLY VARIABLE AND BEYOND THE CONTROL OF CONTRACTOR, LIKE BUYER’S USAGE AND THE APPLICABLE MARKET COST OF ENERGY. EVEN SMALL VARIATIONS IN BUYER’S USAGE AND MINOR CHANGES IN ENERGY UNIT COSTS FROM BUYER’S APPLICABLE ENERGY PROVIDER WILL AFFECT BUYER’S ENERGY COST SAVINGS. AS A RESULT, THOUGH CONTRACTOR MAKES EVERY EFFORT TO REASONABLY PROJECT IN THE PROJECTIONS BOTH ENERGY PRODUCTION AND AN *ESTIMATE* OF ENERGY COST SAVINGS IN REGARD TO BUYER’S NEW SYSTEM, THE AMOUNTS PROVIDED FOR ENERGY PRODUCTION, USAGE AND SAVINGS ARE ILLUSTRATIVE ONLY AND ARE **NOT**, AND SHALL **NOT** BE IN ANY WAY INTERPRETED TO BE, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, SHAPE OR FASHION. CONTRACTOR STANDS BEHIND THE PROJECTIONS BASED ON THE INFORMATION PROVIDED TO CONTRACTOR, WHETHER RECEIVED FROM COMMERCIAL

SOURCES OR FROM BUYER, BUT DOES NOT GUARANTY NOR REPRESENT THAT THE PROJECTIONS (WHETHER RELATING TO ENERGY PRODUCTION, USAGE OR SAVINGS) AS OF THE DATE OF BUYER'S PRESENTATION(S) OR THE DATE HEREOF WILL BE REALIZED BY BUYER. BUYER IS HEREBY ADVISED THAT TREES AND/OR OTHER OBJECTS CAUSING ANY SHADING ISSUES THAT ARE ADVERSE TO THE PROPER CONTRACTOR RECOMMENDED OPERATION OF BUYER'S NEW SYSTEM MAY NEED TO BE REMOVED BY BUYER AT BUYER'S SOLE COST AND EXPENSE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTORS UNRELATED OR UNAFFILIATED WITH CONTRACTOR.

FOR PENNSYLVANIA RESIDENTS: The official registration number of Power Home Solar LLC can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

FOR VIRGINIA RESIDENTS: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/ or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559, email: RecoveryFund@dpor.virginia.gov.

FOR ILLINOIS RESIDENTS: Buyer acknowledges that Contractor has provided to Buyer a copy of the "Home Repair: Know Your Consumer Rights" pamphlet prior to the execution of this Agreement (a copy of the pamphlet can be found at <http://illinoisattorneygeneral.gov/consumers/homerep0505c.pdf>).

FOR WISCONSIN RESIDENTS: NOTICE CONCERNING CONSTRUCTIONS DEFECT. Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions. Buyer acknowledges that Contractor has provided to Buyer a copy of the "Wisconsin 'Right to Cure Law'" brochure (found at https://www.housingalliance.us/wp-content/uploads/RightToCure_SinglePage.pdf).

SCOPE OF WORK

In accordance with the terms of this Agreement, Contractor agrees to perform the following project on Buyer’s behalf (the “Project”) and the Project shall consist of Contractor providing all materials (equipment, hardware, and supplies), labor (design, administration, work and supervision), and all building permits / inspections required to complete and put into service the Solar Energy System as specified below (collectively, the “System”).

Approximate Start Date: 06/11/2019 Approximate Completion Date: 06/11/2019

Modules

QTY	Manufacturer	Model	Mounting Structure			
8	SILFAB SOLAR	300w	ROOF			

Would Buyer like to purchase and add an optional extended 25 year inverter manufacturer warranty with respect to the System for an additional \$500 (covering parts only)?

Yes x No Uk

Cust.	12	month	Est.	Yearly	Solar
557			2740		

Proposed System Savings Breakdown:

61 % Solar & EEP Production Uk

39 % On Demand Power W/ Utility

** This is an estimate of power production vs power consumption and is based on the previous 12 months utility usage provided by Buyer.

The above estimates may vary according to weather conditions and/or climate changes. Contractor does not guarantee this percentage from month to month as it is based on a yearly average.

Additional Work

Na

NOTES:

ROOF NOTES:

- ROOF TYPE: Shingle

PRICE AND PAYMENT SCHEDULE

In exchange for the materials and labor provided by Contractor in the faithful performance of this Agreement, Buyer agrees to pay Contractor:

- A. The Total Contract Price as set forth below.
- B. Any additional charges necessitated by any Change Order(s) (as defined in and discussed in Section 6 of the Terms and Conditions set forth below).

TOTAL CONTRACT PRICE (materials, labor and tax): \$ 12000
Less Projected Incentives (to be collected by Contractor): \$ 0

Net Contract Price: \$ 12000

- A. The pricing in this Agreement assumes that the Project will be started within 90 days of the date of this Agreement. In the case of Project delays beyond 90 days from the date of this Agreement, at the request of Buyer (i.e. for Buyer to obtain financing, or for Buyer to coordinate the performance of the Project with a re-roof or other construction projects), Contractor reserves the right to adjust the Total Contract Price to reflect the actual cost of materials at the time of commencement of such delayed construction. Any such adjustments shall be in a Change Order executed and delivered by Contractor and Buyer.
- B. The Total Contract Price does not reflect Federal or State tax credits.

PAYMENT SCHEDULE

Cash Payment: The following schedule will be used if Buyer is electing to pay in cash for the System:

- A. Deposit – Na % of the Total Contract Price shall be paid by Buyer to Contractor upon the execution and delivery of this Agreement; and
- B. Remaining Balance of Total Contract Price – the remaining Na % balance of the Total Contract Price shall be paid by Buyer to Contractor upon the Substantial Completion of Installation (as defined below).

Substantial Completion of Installation – For purposes of this Agreement, the defined term “Substantial Completion of Installation” shall mean that all System equipment has been installed and all System electrical connections have been made in accordance with the terms of this Agreement and are ready for permit inspection by applicable governmental authorities.

Buyer Financed Payment of Total Contract Price: The payment terms of Buyer financing the Total Contract Price of the System shall be determined by, and in accordance with, the specific lender associated with this Agreement that elects to finance Buyer’s purchase and installation of the System.

Payment Made	Amount Due	Due	Description
100% cash			

TERMS AND CONDITIONS

1. General Provisions

Upon verbal or written notice from Buyer to proceed, Contractor shall commence work on the Project and shall continue diligently in its performance to completion. Contractor will perform all work in a professional and workmanlike manner and in compliance with applicable building codes and other applicable laws.

At Contractor's sole discretion, Contractor may employ or engage subcontractors including roofers or electricians to perform specialized portions of the Project as required. To the extent required under applicable law, Contractor will provide Buyer with information, such as names, addresses and telephone numbers, of any subcontractors engaged or employed to perform any work on the Project.

To the extent required by applicable law, all work on the Project shall be performed by individuals duly licensed and authorized by applicable law to perform said work on the Project.

Contractor shall comply with all local requirements for building permits, inspections and zoning, and shall be responsible for applying for and obtaining any building permits, licenses, or other regulatory approvals required for the completion of the Project. Buyer warrants and represents to Contractor that Buyer is the sole legal owner of the Property, and that he/she/they have the authority to enter into this Agreement.

2. Scheduling

Contractor will commence work on the Project ("Project Work") as soon as practical after the date on which this Agreement is executed. "Project Work" is defined as any work necessary to prepare for construction of the Project, including submitting any applicable documents to the utility or rebate authority for the Project, preparing documents necessary for a building permit for the Project, or ordering materials for the Project. Contractor will diligently pursue all aspects of preparation and construction of the Project until Substantial Completion of Installation is complete, and Buyer hereby agrees and acknowledges that the period of time for Substantial Completion of the Project shall vary with the complexity, scope, and size of the Project.

Contractor is not responsible for any delays that are outside of the control of the Contractor, including, without limitation, delays caused by government agencies in approving rebates, building jurisdictions in approving building permits, or by utility companies in approving interconnection applications.

3. Payment Terms

All payments are due and payable immediately upon presentation of the invoice relevant to the associated Project milestone as detailed in the Payment Schedule. A failure by Buyer to make payment to Contractor for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this Agreement by Buyer. Buyer shall be given a ten (10) day period after written notice of any such payment default to cure any such payment default.

If Buyer fails to cure the payment default **within ten (10) days** of written notice, Buyer will pay to Contractor interest on all amounts due in the amount of the *lesser* of (i) **eighteen percent (18%) per annum**, or (ii) **the maximum rate allowed by applicable law**, plus, to the extent not otherwise prohibited by applicable law, reasonable attorneys' fees and/or collection charges incurred by Contractor in connection with the collection of such non-payment by Buyer. If Buyer fails to make any payment within thirty (30) calendar days of notice of default, the full Total Contract Price will become immediately due and payable without further demand from Contractor, and no further work on the Project will be undertaken by Contractor unless and until any such unpaid amount is paid in full. Acceptance of a payment after a Buyer default shall not be deemed a waiver by Contractor of any action or right it may have by reason of such default. In the event of default, Contractor may also pursue remedies available under Sections 4 and 9 below.

Buyer shall be responsible for paying any applicable sales, use, excise, value added, withholding or similar taxes, duties or assessments imposed in connection with this Agreement for the products (including without limitation, all of the equipment and components of the System) and services provided hereunder by any federal, state, local or foreign government authority, exclusive of any taxes based upon Contractor's income or payroll.

4. Security Interest

Buyer grants to Contractor a continuing security interest in the entire System and in all of the equipment and components of the System installed at the Project including, but not limited to, all equipment identified herein and any additional items installed. In the event Buyer defaults on the payment of any amounts associated with this installation or repayment of any amounts advanced by Contractor for the benefit of Buyer and such default is not cured in full within ten (10) days of written notice of default from Contractor, Contractor may, in addition to its remedies set forth in Section 3 above and to the extent permitted by applicable law, remove the entire System, including without limitation, any and all equipment and components covered by the security interest granted by Buyer to Contractor under this Agreement. Contractor shall be permitted to file, and is hereby authorized to file without further notice, a Form UCC-1 financing statement in the real estate records of the jurisdiction in which the Project is located. Upon payment in full of the Total Contract Price, the security interest provided for in this Section shall terminate and Contractor shall take all steps necessary to terminate any such Form UCC-1 financing statement filed by Contractor.

5. Rebate Approval

Buyer assumes sole responsibility for all rebates, tax credits, power rate negotiations and all other matters outside the installation of the System. Buyer may authorize Contractor (either verbally or in writing) to proceed with installation prior to rebate approval, but Contractor

does not guarantee Buyer's eligibility for, or the actual dollar amount of, any such rebate. In the event that (a) Buyer requests that Contractor commence work on the Project prior to receiving actual notice of rebate approval from the applicable Incentive Authority to which Buyer has applied for a rebate, and (b) Contractor actually commences work on the Project, and (c) the applicable Incentive Authority subsequently determines that Buyer may not be eligible for a rebate or that the rebate is less than the initial estimated rebate amount, then Buyer agrees to pay (at a minimum) all out-of-pocket costs for both labor and materials incurred by Contractor up to the date of such notice. Any rebates for the installation of the System are estimates only and may change without notice. Moreover, Buyer hereby acknowledges and agrees that there is no guarantee that Buyer will receive any specific rebate or credit figure because taxing entities occasionally adjust the rebate or credit amounts. If an adjustment is greater than \$50, Buyer will either be charged or refunded the appropriate amount. Additionally, rebate amounts may be periodically adjusted down as incentive programs reach preset milestones. Therefore, any amount Buyer may receive is based upon the rebate level at the time that Buyer's request is accepted, not at the time that this Agreement is signed.

6. Change Orders

The material, quantities, and amounts listed in this Agreement are Contractor's good faith estimates of the Project cost based on all factors known to Contractor at the time of such estimate. Changes to the original Project scope of work may become necessary after work on the Project has been commenced (and each such change shall be referred to as a "Change Order" and, collectively, the "Change Orders"). For purposes of this Agreement, a Change Order may occur for one of three reasons:

- a. Unavailability of quoted materials;
- b. Contractor discovers something previously unknown that must be corrected to properly complete the Project; and/or
- c. Buyer request changes to the Project after construction of the Project has already proceeded.

Contractor has the right to substitute similar, functionally equivalent materials should the originally quoted materials not be available.

Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done to complete the Project properly. Such circumstances may include, without limitation, the need to modify existing wiring, reinforce rafters or support joists, repair existing roofing, or any such task that may be required to successfully build the Project and assure that it conforms to local building codes. In certain circumstances, the permitting jurisdiction or other organizations (such as an HOA) may require additional engineering work beyond the scope of a typical installation be performed. Examples of this include, without limitation, requirements for a structural analysis of the building that will be holding the Systems' roof-mounted solar array; or soil analysis, environmental impact reports or archeological studies for ground mounted solar arrays. If Contractor determines that these costs will exceed \$1,000 (or such lesser amount that may be required by applicable law), Contractor will stop permitting work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into this Agreement via a signed Change Order. If Buyer does not agree, the Project will be terminated.

Buyer may initiate a Change Order when requesting changes to the Project following start of construction that require additional work to be done. Such circumstance could include requests to move the Systems' solar array from one roof to another, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures such as antennas, or any additional work or task outside the original Project scope of work.

Should Change Orders become necessary for the proper completion of the Project, regardless of whether they are initiated by Contractor or Buyer, any materials, quantities, and amounts listed in the Project scope of work are subject to revision, and the Total Contract Price may increase or decrease accordingly. The Change Order will describe the scope of the extra work or change, the cost to be added or subtracted from the Total Contract Price, and the effect the Change Order will have on the schedule of progress payments and estimated date of Substantial Completion of Installation.

Change Orders become part of this Agreement once the Change Order is prepared in writing and signed and delivered by both Contractor and Buyer prior to the commencement of any work covered by the Change Order. Buyer may not require Contractor to perform extra work without written authorization. A Change Order is not enforceable against Buyer unless the Change Order complies with this provision. However, Contractor's failure to execute and deliver a Change Order shall not preclude Contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

Notwithstanding the requirement under this Agreement that all Change Orders be in writing, if there are any contemplated changes to the Project requested by Buyer or required by Contractor for the successful installation of the Project and which contemplated changes Contractor discusses with Buyer and to which contemplated changes Buyer gives Contractor its verbal assent, such verbal assent by Buyer to such contemplated changes will have the same legality and full force and effect as a written Change Order once Contractor has commenced performance of any construction in any of the Change Orders that were so discussed verbally between Contractor and Buyer. Contractor and Buyer shall negotiate any Change Order and associated additional costs in good faith. Buyer shall be bound by any changes or alterations requested by Buyer to this Agreement or to plans for the Project, whether given verbally or in writing. Contractor shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Orders, including extra labor and/or additional materials, may be incorporated herein without invalidating this Agreement. Buyer will pay to Contractor any net increase to the Total Contract Price within ten (10) days of request or billing by Contractor for any such Change Order.

If Contractor and Buyer cannot agree on the compensation or time extensions for any such Change Order, Contractor may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of such disagreement, Contractor and Buyer agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to this Agreement and Exhibit E attached hereto.

7. Warranty

Contractor warrants to Buyer that all of Contractor's work under this Agreement will be:

- a. performed in accordance with the requirements of this Agreement and any required governmental inspections, tests, or approvals; and
- b. be free from material faults and defects in workmanship ("Defects") for a period of one (1) year after the date of completion of the Project.

Contractor warrants that all materials used for the Project will be new, unless otherwise specified, and of good quality. All materials will be installed, connected, and applied in accordance with the instructions and specifications of the applicable manufacturer or supplier. Buyer should note that manufacturers of various materials separately warrant their own products, including solar photovoltaic modules, inverters, and solar mounting racks, and Contractor is not responsible for or obligated under any such manufacturer warranties. Contractor will assign any manufacturer warranties upon completion of the Project and payment in full by Buyer. No other warranties are provided by Contractor except as specifically set forth in this Agreement.

The warranty provided by Contractor to Buyer above does not cover (and expressly excludes) Defects related to or caused by any of the following (as determined in Contractor's reasonable discretion): (a) any modifications to or abuse of the Project or the System by Buyer or persons other than Contractor; (b) trees, new buildings, or other array obstructions which are installed, grow beyond the point of the original array install, or otherwise change after installation of the System; (c) improper use, installation, wiring, handling, removal, storage, maintenance, or cleaning of the System; (d) damage from abuse, alteration, or vandalism, or due to plants, insects, or animals; (e) damage from external stress, impact, foreign objects, or falling rocks or debris; (f) damage or corrosion caused by roofing materials, chemicals, or substrates, including those used for corrosion resistance, thermal expansion and contraction, and moisture barriers and sealing; (g) power or voltage surges or damage caused by the electrical grid for shore power connected products; (h) natural disasters, earthquakes, fires, typhoons, tornadoes, hurricanes, volcanic activity, volcanic clouds, dust storms, dust clouds, floods, tsunamis, lightning, or other acts of God, or other events that are beyond the reasonable control of Contractor; (i) acts of terrorism, criminal acts, riots, wars, civil unrest, nuclear radiation, or manmade disasters; and/or (j) damages attributable to normal weathering or defects or damages caused by vapors or chemical pollutants or air pollution, building settlement or structural failure of roof, walls, foundations or any part of the attached structure, or any other causes beyond Contractor's control.

Buyer agrees to give prompt notice of any and all Defects to Contractor in writing, and in no event shall Buyer provide such written notice to Contractor later than three (3) business days after Buyer observes or otherwise becomes aware of any such Defect. Within twenty (20) days from receipt of such notice of Defect by Contractor, Contractor shall have the right to inspect the System and the Project and review any claims by Buyer for warranty work. Warranty work, if necessary, will generally be completed within sixty (60) days of written request by Buyer and subsequent agreement by Contractor that such work is required.

EXCEPT AS PROVIDED IN THIS SECTION 7, CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTIES SET FORTH HEREIN ARE MADE FOR THE BENEFIT OF BUYER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

8. Limitation of Liability

If Contractor shall become liable to Buyer for any matter relating to or arising out of this Agreement or their relationship in connection with Contractor's performance under this Agreement, whether based upon a claim in contract, equity, negligence or otherwise, the amount of damages recoverable against Contractor for any and all events, acts or omissions shall not exceed in the aggregate the actual fees paid to Contractor under this Agreement. Contractor shall not be responsible or liable with respect to any subject matter of this Agreement (including with respect to the Project or the System) or the terms and conditions related thereto under any negligence, contract, strict liability or other theory for any special, indirect, incidental, exemplary, punitive or consequential damages, even if Contractor has been advised of the possibility of such damages. Contractor shall not be responsible for any matter beyond its reasonable control or any force majeure event (as described in Section 11 hereof). Buyer's exclusive remedy under this Agreement shall be (at Contractor's discretion), (a) the correction of any material Defects in the Project, (b) the full refund of Buyer's fees paid hereunder, or (c) any other remedy required by applicable law.

9. Termination

Either party may terminate this Agreement for breach of a material term of this Agreement (including non-payment of fees), upon giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement shall not relieve Buyer of its accrued payment obligations as of the date of termination. In addition, should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Contractor, or should the Project be stopped through act of neglect of Buyer for a period of thirty (30) days or more, or should Buyer fail to pay Contractor upon ten (10) days after written notice of default, then Contractor may, upon ten (10) days written notice to Buyer, stop work or terminate this Agreement, and recover from Buyer reimbursement for all costs and expenses incurred by Contractor prior to the date of work stoppage.

10. Assignment

This Agreement cannot be assigned by Buyer without the prior written consent of Contractor. Contractor may assign this Agreement, in whole or in part, with or without notice to Buyer (except to the extent required under applicable law) to a successor of Contractor or purchaser of all of Contractor's equity securities or all or substantially all of its assets.

11. Force Majeure

Contractor shall not be liable for any delays in completion of the Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary materials; (ii) Contractor's inability to obtain necessary materials or perform the work contemplated

herein because of strikes, lockouts, fires, floods, earthquakes, or other acts of God, military operations and requirements, national emergencies, etc.; or (iii) any other acts or omissions beyond Contractor's reasonable control, provided, however, delays caused by the foregoing events do not constitute abandonment and are not included in calculating timeframes for payment or performance under this Agreement.

12. Three Day Right to Cancel

Buyer has the right to cancel this Agreement within three (3) business days of the full execution of this Agreement. Buyer may cancel by emailing, mailing, faxing, or delivering a written Notice of Cancellation in substantially the form attached as Exhibit D hereto, or a reasonable facsimile thereof, to Contractor at Contractor's place of business by midnight of the third business day after the date the last signature necessary has been affixed to this Agreement, which notice shall include Buyer's name, Buyer's address, and the date Buyer received the signed copy of this Agreement.

If Buyer cancels, Contractor shall return to Buyer any payment paid to Contractor by Buyer paid within 10 days of receiving the Notice of Cancellation. For Buyer's part, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as Buyer received it, any goods delivered to Buyer under this Agreement, or, Buyer may, if Buyer's wishes, comply with Contractor's instruction on how to return the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of Buyer's Notice of Cancellation, Buyer may keep them without any further obligation. If Buyer fails to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and fails to do so, then Buyer remains liable for performance of all obligations under this Agreement.

If Buyer cancels this Agreement following the three (3) day right to cancel period, then, except as otherwise prohibited by applicable law, Buyer will be liable for all costs incurred by Contractor up to and including the date of cancellation, including any building permit fees advanced by Contractor, any paperwork processing costs for applying for rebates or other approvals, and any costs for ordered but unused materials. Any initial payment paid by Buyer under this Agreement towards the Total Contract Price will be applied to any such out-of-pocket costs of Contractor, whether or not the Project has been started.

BUYER'S INITIALS:

UK

13. Arbitration of Disputes

BY SIGNING THIS AGREEMENT, CONTRACTOR AND BUYER AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH BINDING ARBITRATION, AND EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, ALL AS DETAILED IN, AND SUBJECT TO, THE "ARBITRATION AGREEMENT" ATTACHED HERETO AS EXHIBIT E, WHICH SHALL BE SIGNED BY THE PARTIES AS OF THE DATE HEREOF.

14. Governing Laws

The interpretation and construction of this Agreement, and all matters related to this Agreement, shall be governed by the laws of the State where the Project and Property are located (without giving effect to any conflict of law provisions thereof).

15. Severability

If any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

16. Entire Agreement; Counterparts

This Agreement and any associated Change Orders constitute the entire agreement between the parties with respect to the subject matter herein. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing executed and delivered between the parties. The parties stipulate that neither of them has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledge that they have relied on their own judgment in entering into this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SIGNATURES

This Solar Energy System Purchase & Installation Agreement is made and entered into as of the February 11, 2019 | 6:24 PM EST
day of _____, 20____.

THIS AGREEMENT IS ENTERED INTO AS OF THE DAY AND YEAR WRITTEN ABOVE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE OF WHICH IS TO BE DELIVERED TO CONTRACTOR AND ONE OF WHICH IS TO BE DELIVERED TO BUYER.

Buyer(s)

DocuSigned by:
Signature: Uli Klueh
5BD1B98A7CD7400...
Printed Name: Uli Klueh

February 11, 2019 | 6:24 PM EST
Date: _____

Signature: _____

Printed Name: _____

Date: _____

Contractor (Power Home Solar LLC)*

DocuSigned by:
Signature: Robert Beck
620841D04B...
Printed Name: Robert Beck

February 11, 2019 | 6:19 PM EST
Date: _____

* Power Home Solar LLC is licensed/registered in the following states (please see the second page for license/registration numbers):
NC, SC, MI, VA, OH, and PA.

AGENCY AGREEMENT:

We/I duly authorize POWER HOME SOLAR LLC (and its subsidiaries/divisions and their respective employees and agents) to act on our/my behalf as an agent to make submissions, reports, applications and verifications as required by and to regulating authorities in relation to the installation, commissioning, and interconnection of the equipment described in this Agreement.

DocuSigned by:
Signature: Uli Klueh
5BD1B98A7CD7400...
Printed Name: Uli Klueh

February 11, 2019 | 6:24 PM EST
Date: _____

Signature: _____

Printed Name: _____

Date: _____

Exhibit A: Commercial General Liability Insurance (CGLI) and Other Insurance Notification

Contractor maintains liability insurance covering personal injury in the amount of \$1,000,000, and insurance covering property damage caused by Contractor's work in the amount of \$1,000,000. Contractor also maintains other insurance and a copy of a Certificate of Liability Insurance is available upon request.

Exhibit B: Workers Compensation Insurance

Contractor carries worker's compensation insurance for all employees.

Exhibit C: Mechanics Lien Warning

Anyone who helps improve your property, but who is not paid, may, depending on the laws of the jurisdiction the property is located, record what is called a mechanic's lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded in the county where the property is located.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To protect yourself, have the contractor provide you with documentation showing that your equipment and labor on your job have been paid in full.

For Michigan Residents: A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. A plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. A mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. Contractor is licensed in the State of Michigan and Contractor's license number is Residential Builder #2102214053.

For Missouri Residents: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

For Wisconsin Residents: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Exhibit D: Notice of Cancellation

Date of Transaction:

Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreement dated February 11, 2019, 6:19 PM EST (the "Agreement").

Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (*i.e.*, the date which this Agreement is signed).

If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 days following receipt by Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any further obligation.

If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:

Power Home Solar LLC
919 N Main St.
Mooresville, NC 28115
customerservice@powerhome.com

By not later than midnight of: (Date) 02/14/2019

I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordance with the terms of the Agreement.

Signature: _____

Printed Name: _____

Date: _____

Exhibit E: Arbitration Agreement

THE UNDERSIGNED PARTIES, AS CONTRACTOR AND BUYER UNDER THE ATTACHED SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (THE "AGREEMENT"), ACKNOWLEDGE, COVENANT AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE SYSTEM (INCLUDING ANY ALLEGED DEFECT THEREOF) SHALL BE SUBJECT TO BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT. EVERY ARBITRATION PURSUANT TO THIS PROVISION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROJECT AND PROPERTY IS LOCATED AND BE FACILITATED BY A SINGLE ARBITRATOR MUTUALLY SELECTED BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, IF THE PARTIES ARE UNABLE OR UNWILLING TO MUTUALLY AGREE UPON AN ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS, THEN THE ARBITRATOR SHALL BE APPOINTED BY THE AAA. THE EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES; PROVIDED, HOWEVER, EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL'S FEES. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH PARTIES AGREE IN WRITING, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION. THE ARBITRATION, INCLUDING THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND DECISION, SHALL BE CONFIDENTIAL, EXCEPT AS OTHERWISE MAY BE NECESSARY IN ORDER TO ENFORCE ANY AWARD RENDERED BY THE ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM, DISPUTE OR MATTER IN QUESTION RELATES TO OR IS THE SUBJECT OF A MECHANIC'S LIEN, CONTRACTOR MAY PROCEED IN ACCORDANCE WITH APPLICABLE LAW TO COMPLY WITH LIEN NOTICE OR FILING REQUIREMENTS.

Buyer(s)

DocuSigned by:
Signature: Uli Klueh
5BD1B98A7CD7400...
Printed Name: Uli Klueh
Date: February 11, 2019 | 6:24 PM EST

Signature: _____
Printed Name: _____
Date: _____

Contractor (Power Home Solar LLC)

DocuSigned by:
Signature: Robert Deck
622C5D741BD44E7...
Printed Name: Robert Deck
Date: February 11, 2019 | 6:19 PM EST



Memo of Understanding – Home Owner Association

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to do work on my home that may be scrutinized by my Home Owner Association. I accept full responsibility for the placement of items that have been contracted to be installed by this company on the property in question.

In the event that the location of the work being done is cause for removal, or the stopping or delaying of the completion of the work, Power Home Solar LLC or any of its affiliates are not responsible for any cost, damages or repercussion of the work that was contracted to be completed. Power Home Solar will receive the full payment as stated in the in the contract signed as well as any change orders or additions added to the project cost regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original contract are understood and are to remain valid.

YES - I have an HOA

☒ NO - I do not have an HOA

Date February 11, 2019 | 6:24 PM EST

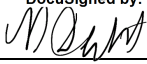
Customer Name (print) Uli Klueh

Customer Signature  5BD1B98A7CD7400...

Customer Address: _
HOA Name: _
HOA Phone #: _
HOA Email: _
HOA Fax #: _
HOA Contact Person: _

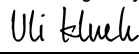
Understanding Solar Rebates Offered By My Utility Company

I acknowledge that I am solely responsible for collecting any Solar rebates offered by my utility company. Power Home Solar LLC is not offering this rebate, so I will have to work with my utility company to apply and collect the rebate.

DocuSigned by:

622C5D741BD44E7...
Sales Rep Signature

February 11, 2019 | 6:19 PM EST

Date Signed:

DocuSigned by:

5BD1B98A7CD7400...
Customer Signature

February 11, 2019 | 6:24 PM EST

Date Signed:

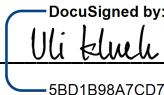


Memo of Understanding – Solar Tax Credits

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to install a solar energy system (the "System") on my home that may qualify for Federal and/or State tax credits. I understand that although Power Home Solar LLC may completely install and activate the System, they are not responsible for nor do they guarantee my qualification for any tax credit. I further acknowledge that my basis for tax credit eligibility should be something that is discussed with a tax professional and that Power Home Solar LLC cannot give advice on my personal tax liability nor my eligibility for tax refunds. Power Home Solar LLC has discussed with me the availability of renewable energy related tax credits and the basis for which the solar project in question would qualify for tax credits. Power Home Solar LLC will receive the full payment as stated in the in the Agreement signed as well as any change orders or additions added to the project cost of the System regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original Agreement are understood and are to remain valid.

Date February 11, 2019 | 6:24 PM EST

Customer Name (print) Uli Klueh

Customer Signature  Uli Klueh
5BD1B98A7CD7400...



Payment Authorization Certificate

Borrower(s) Name(s): Uli Klueh **Date:** February 11, 2019 | 6

Address: 1986 Northlawn Blvd **City:** Birmingham **State:** MI **Zip:** 48009

FINANCE INFORMATION

Loan Number: Na **Application ID:** Na **Merchant:** Na

Last 4 of SSN: Na

CASH/CREDIT CARD INFORMATION

Name on Card: Na **Billing Zip Code:** Na

Credit Card #: Na **Exp. Date:** Na **CVV:** Na4800

	Amount	Finance-50% at sale & 50% after install Cash - 50% at sale & 50% after install	Borrower(s) Initial(s)
Payment 1	\$ 4800	40%	Uk
Payment 2	\$ 7200	60%	Uk

By signing below, I/we, the Borrower(s):

1. Acknowledge receipt of the Power Home Solar LLC® loan agreement ("Agreement") with the lender specified on the Agreement ("Lender") and agree to be bound by the Terms and Conditions of the Agreement;
2. Authorize the payments identified in the Payment Authorization Schedule above;
3. Instruct our Lender to disburse the proceeds of the Power Home Solar LLC® loan to the Merchant identified above in the Amount(s) and on the date(s) specified in the Payment Authorization Schedule.

The signature of a Borrower(s) below or the subsequent use of the Power Home Solar LLC® loan to make a purchase will constitute acceptance by all Borrower(s) of the Agreement and the authorization of all Borrowers to process transactions as identified in the Payment Authorization Schedule.

Borrower Printed Name: Uli Klueh **Signature:**  5BD1B98A7CD7400...

Co-Borrower Printed Name: **Signature:**



Energy Efficient Package Ticket

Date: February 11, 2019 | 6:19 PM EST

Crew Completing: Powerhome

Customer Name: Uli Klueh

Customer Address: 1986 Northlawn Blvd

City, State, Zip Code: Birmingham, Michigan 48009

Customer Phone #: 248-578-7859

County: Oakland

EEP Includes the following if applicable:

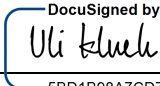
- ☒ 1. 20 LED Bulbs
- ☒ 2. Blown Insulation
- ☒ 3. Hot Water Heater Thermal Blanket
- ☒ 4. Attic Staircase Cover
- ☒ 5. Nest Thermostat
- ☒ 6. Recess Lighting Cover

Na

Work Completed / Additional Notes: _____

Sales Representative Signature:  Date: February 11, 2019 | 6:19 PM EST

DocuSigned by: 622C5D741BD44E7...

Customer Signature:  Date: February 11, 2019 | 6:24 PM EST

DocuSigned by: 5BD1B98A7CD7400...



919 North Main Street • Suite 200
Mooresville, North Carolina 28115
800.489.0068 • 704.489.3380 office
www.powerhomesolar.com

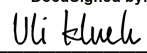
PHOTOGRAPH AND PUBLICITY RELEASE

I give permission to Power Home Solar, LLC (PHS) to take and publish photographs, video, audio or other impressions of my image or voice (collectively “photographs”). I understand that I will not be compensated for any photographs or other likeness that may be used in this capacity.

I give permission for my photographs or other likeness to be used by PHS and its affiliates without compensation for noncommercial news, advertising, publications, editorial, promotions and/or any other purpose in print and electronic media (including the World Wide Web) and to copyright the same. I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

I expressly release PHS, its agents, officers, licensees and assigns from any and all claims which I may have for invasion of privacy, right of publicity, defamation, copyright infringement or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such photographs.

I have read the foregoing, and I fully understand the contents, meaning and impact of this release.

DocuSigned by:

5BD1B98A7CD7400...

Customer Name: Uli Klueh

MEMO OF UNDERSTANDING – NEST OR OTHER THERMOSTATS

I understand that if I purchase or I am provided a Nest or other thermostat as part of my solar system, that Power Home Solar, LLC (PHS) will make best efforts to install the thermostat. However, if my property's current electrical or other mechanical systems are incompatible with the thermostat, I understand that I will be solely responsible for obtaining and paying for the necessary services to install the thermostat. Further, PHS will not issue a refund or credit for the thermostat.

Date: February 11, 2019 | 6:24 PM EST

Customer Name (print): Uli Klueh

Customer Signature: Uli Klueh
DocuSigned by:
5BD1B98A7CD7400...

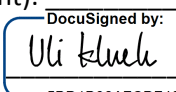
MEMO OF UNDERSTANDING – ROOF CONDITION

I represent that I am not aware of any active leaks or defects on the of roof the property where the solar system is being installed. Further, if Power Home Solar, LLC (PHS) discovers that the roof has active leaks or is otherwise in poor condition such that the system should not be installed, PHS has the right to stop work and/or cancel the installation of the system at its sole discretion.

Further, if I ask PHS to proceed with installation after being advised of the condition of the roof, that I will absolve, indemnify and hold harmless PHS for any and all claims related to roof damages or leaks related to the pre-existing condition of the roof. In any event, PHS is not responsible for damages related to pre-existing defects in my roof.

Date: February 11, 2019 | 6:24 PM EST

Customer Name (print): Uli Klueh

Customer Signature: 
5BD1B98A7CD7400...

MEMO OF UNDERSTANDING – TRENCHING OR DIGGING

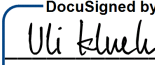
I understand that in order for Power Home Solar, LLC (“PHS”) to install my solar system that certain trenching or digging on my property may be required.

PHS will make best efforts to restore the condition of the land by covering over the trenching. If necessary, PHS will add grass seed and straw only to restore the former condition of the land.

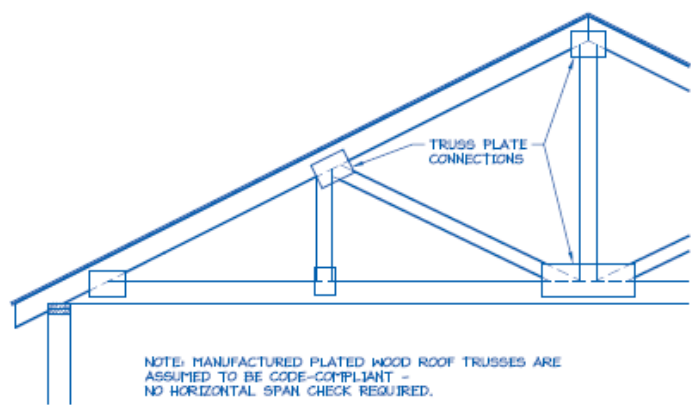
PHS will not restore the land with sod.

Date: February 11, 2019 | 6:24 PM EST

Customer Name (print): Uli Klueh

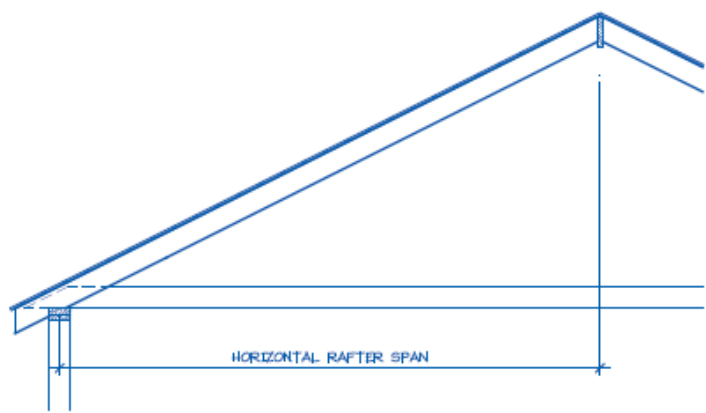
Customer Signature: 
DocuSigned by:
5BD1B98A7CD7400...

TRUSS ☐



D MANUFACTURED PLATED WOOD ROOF TRUSS

RAFTERS ☒



A SIMPLE ATTIC

RAFTER SIZE & SPACING	12"	16"	24"	48"
2x4				
2x6		X		
2x8				
2x10				
2x12				




919 North Main Street • Suite 200
Mooresville, North Carolina 28115
800.489.0068 • 704.489.3380 office
www.powerhomesolar.com

Offsets to 100% or Greater

Powerhome Solar and Roofing wants all of our customers to own as much of their power as possible. To that end to make sure that customers who want to own 100% or greater offset value there are certain factors that we want to make sure are understood.

- 1) True Up Month. Utility Companies have what is called a True Up Month. They take away any credits in that month and reset the credit level to Zero. Duke Energy for example does this on May 31st of each year. When coming into the peak summer season there are no credits to offset the high usage and even with 100% offset you could still have an electric bill above the minimum charge of the meter.
- 2) Monthly Meter Charge. Even with credits passing forward or zero utility usage for the month you will still be charged monthly for the meter being installed on your property. Each area and utility company is different. Charges could range from \$13 to \$19 per month.
- 3) Energy Efficiency Package. It is easier to save energy than it is to create it. Having our energy efficiency package installed saves energy. The typical household on average will see a reduction in their monthly usage of up to 25%.
- 4) Increased Usage. If you plan on needing more electrical usage in the near term, i.e. adding swimming pool, electric car purchase etc., we will go over 100% offset if that is what you need.

We welcome you to the solar community and know that you are going to appreciate owning your power. Not only will you receive years of clean energy you are helping our planet and the future generations to come.

DocuSigned by:

5BD1B98A7CD7400...

Buyers Signature

Certificate Of Completion

Envelope Id: B427942E52D44805BAB8754C44581B88

Status: Completed

Subject: NEW PHS Solar NO CO SIGNER Contract - 2018 (NC/SC/VA/OH) - Loanpal

Source Envelope:

Document Pages: 24

Signatures: 17

Envelope Originator:

Certificate Pages: 5

Initials: 7

Robert Deck

AutoNav: Enabled

919 N Main St,

Envelopeld Stamping: Enabled

Mooresville, NC 28115

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

RDeck@powerhome.com

IP Address: 174.230.22.158

Record Tracking

Status: Original

Holder: Robert Deck

Location: DocuSign

2/11/2019 6:12:38 PM

RDeck@powerhome.com

Signer Events

Robert Deck


rdeck@powerhome.com

Sales Rep

Power Home Solar

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

622C5D741BD44E7...

Signature Adoption: Drawn on Device

Using IP Address: 174.230.22.158

Signed using mobile

Timestamp

Sent: 2/11/2019 6:13:06 PM

Viewed: 2/11/2019 6:13:20 PM

Signed: 2/11/2019 6:19:50 PM


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Uli Klueh

Uklueh@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

5BD1B98A7CD7400...

Signature Adoption: Pre-selected Style

Using IP Address: 76.112.34.231

Sent: 2/11/2019 6:19:55 PM

Viewed: 2/11/2019 6:20:36 PM

Signed: 2/11/2019 6:24:11 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Contracts

contracts@powerhome.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 2/11/2019 6:24:16 PM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2017 2:43:51 PM

ID: f52abe73-4cc7-47b0-9083-8dc93d84b4a8

Carbon Copy Events	Status	Timestamp
Robert Deck rdeck@powerhome.com Sales Rep Power Home Solar Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 2/11/2019 6:24:17 PM

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2019 6:24:17 PM
Certified Delivered	Security Checked	2/11/2019 6:24:17 PM
Signing Complete	Security Checked	2/11/2019 6:24:17 PM
Completed	Security Checked	2/11/2019 6:24:17 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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electronically from us.

How to contact Heather Kluttz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hkluttz@powerhome.com

To advise Heather Kluttz of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at hkluttz@powerhome.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Heather Kluttz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to hkluttz@powerhome.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Heather Kluttz

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to hkluttz@powerhome.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Heather Kluttz as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Heather Kluttz during the course of my relationship with you.



POWERHOME
SOLAR & ROOFING

www.PowerHome.com

ESTIMATED ENERGY SAVINGS REPORT

Uli Klueh

1986 Northlawn Blvd Birmingham NC 48009

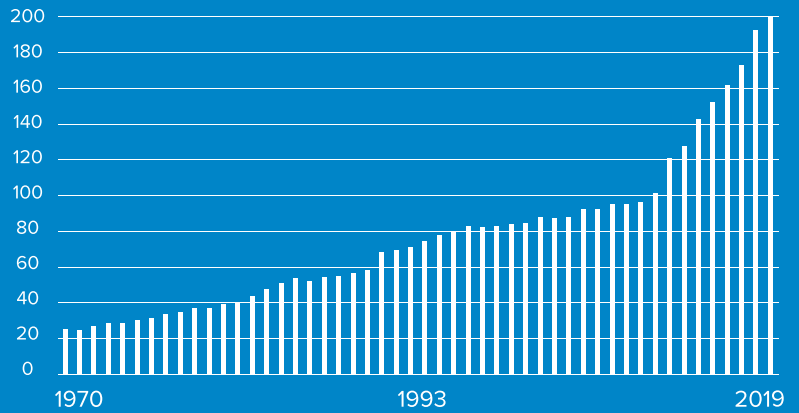
(248) 508-7859

uklueh@gmail.com

This proposal is not a bid for work, but an estimated loss calculation for the work order that will be provided by the PowerHome contractor.

UTILITY PRICES
HAVE STEADILY
INCREASED.

SINCE 2003
NATIONAL AVERAGE
UTILITY PRICES
HAVE NEARLY
DOUBLED.



YOUR SOLAR DESIGN



SYSTEM SIZE

2.4 kW

□ Ground Mount

ESTIMATED YEARLY PRODUCTION

2,739 kWh

[Get details](#)

MODULES

8 Silfab 300w

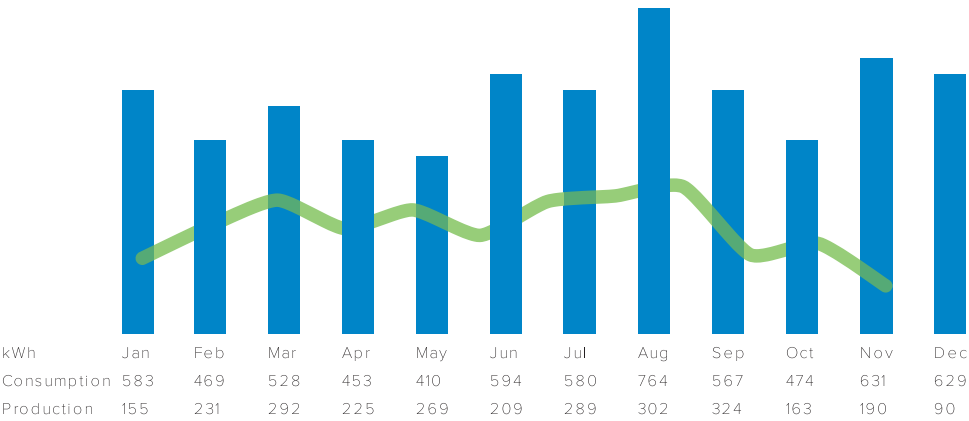
INVERTER

SolarEdge SE3800A-US

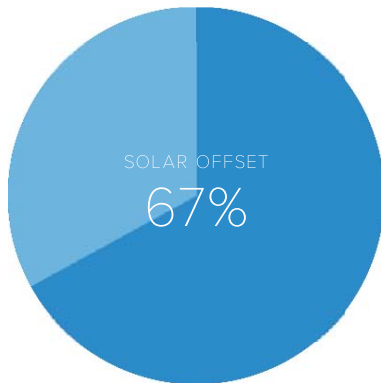
ESTIMATED CONSUMPTION AND PRODUCTION

Array	Modules	Azimuth	Tilt	Shade	Sun Hrs
1	8	177	46	3%	1142

Estimated average usage before solar: 557 kWh
Estimated average usage after solar: 329 kWh

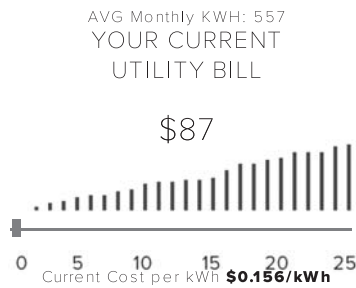


This Report is (i) exclusively for the benefit of the recipient, (ii) is for informational and illustrative purposes only, and (iii) based on estimates and other assumptions that may or may not be realized. This Report is subject, in its entirety, to all of the disclaimers set forth in detail on in the final section of this Report.



- ✓ LED Bulbs
- ✓ Therm
- ✓ Blown Insulation R-39
- ✓ Water Heater Blanket
- ✓ Attic Tent
- ✓ Recessed Light Covers
- ☐ Battery

EEP Package may save up to 21% on your consumption but is not guaranteed.



YOUR
SOLAR PAYMENT

\$70

New utility bill: \$28
*basic charges not applied

Levelized Cost per kWh **\$0.251/kWh**

25 YEAR ESTIMATED SAVINGS

\$12,822

Mosaic 20yr 5.99



**WHICH INCENTIVES WILL YOU
APPLY TO YOUR LOAN?**

☒ Fed. Tax Credit*

\$3,960.00

PAYMENTS **1-18 = \$70**

PAYMENTS **19+** = **\$70**

Your loan can be paid off 6 months early by applying all available incentives!
(\$420 in avoided payments)

Save

Show Default Proposal

Qualify

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Loan Amount

\$13,200.00

Fed. Tax Credit*

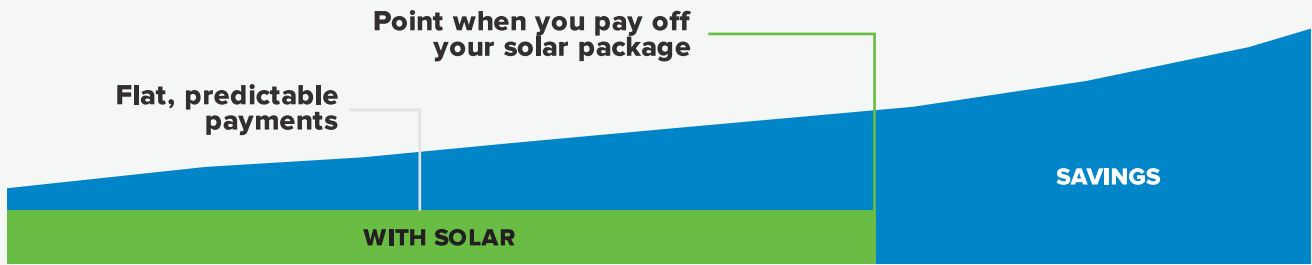
\$3,960.00

Net System Cost

\$9,240.00



THE ESTIMATED SAVINGS



COST OF DOING NOTHING 25 YEARS



STAY WITH
UTILITY COMPANY



SWITCH TO SOLAR

\$87 Current Estimated Average Bill	→	\$223 Estimated Average Bill in 25 years
\$1,043 Estimated Annual Utility Bill	→	\$2,674 Estimated Annual Utility Bill in 25 years
\$43,449 25 year cost of doing nothing		

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THE FACTS

More solar will be installed in the United States in the **next two years** than the **last 40+ years combined**



3,109

Gallons of
Co2 Offset*
(source)



24

Trees Planted
Offsetting Co2*
(source)



\$7,332

Estimated Value
Added to Your Home*
(source)

*These estimates are based on national studies but are not guaranteed. Click the above links for more information.

THE PROCESS



STEP 1
Estimated Savings Report



STEP 2
Approval Process



STEP 3
Documents



STEP 4
Site Survey



STEP 5
CAD/Permit



STEP 6
Installation



STEP 7
System Activation



PROPOSAL DETAILS

Utility

Annual Utility Bill	\$1,043.29
Current Consumption	6,682 kWh
Estimated Cost Per KWH	\$0.156/kWh
Annual Utility Price Escalator	4%
Existing Rate Plan	Schedule RS
New Rate Plan	Schedule RS
Utility Company	DTE

System

System Size	2.4 kW
25 Year System Production	64,520 kWh
Year 1 Solar Production	2,739 kWh
Estimated Cost Per KWH	\$0.251/kWh

Cost

Total Loan Amount	\$13,200.00
APR	5.99%
Loan Term	20yr
Post Solar Utility Bill	\$28.70

Power Home Solar does not provide tax or legal advice. You should consult your tax advisor for more information. The interest rate provided in this proposal is subject to credit approval by the financing provider for your loan. The data provided in this proposal is a preliminary estimate and does not represent a binding agreement or obligation. No party provides and guarantees, warranties, or representations regarding the production, utility rate increases, or any other data in this sales proposal. This proposal is a preliminary estimate and not an approval for financing.

Export to
PDF

Share
Proposal

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Uli Klueh

1986 Northlawn Blvd Birmingham NC 48009

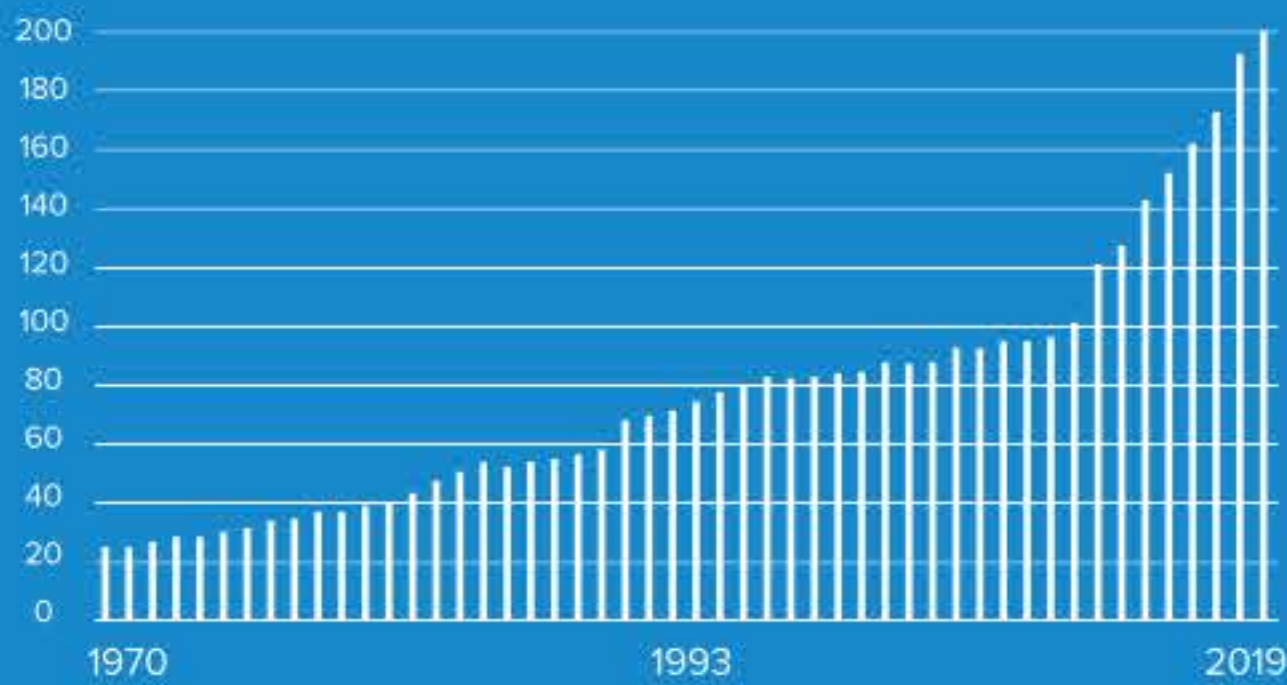
(248) 508-7859

uklueh@gmail.com

This proposal is not a bid for work, but an estimated loan calculator for the work order that will be provided by the Installation Contractor

UTILITY PRICES
HAVE STEADILY
INCREASED.

SINCE 2003
NATIONAL AVERAGE
UTILITY PRICES
HAVE NEARLY
DOUBLED.



YOUR SOLAR DESIGN



SYSTEM SIZE

2.4 kW

☐ Ground Mount

ESTIMATED YEARLY
PRODUCTION

2,740 kWh

[Get details](#)

MODULES

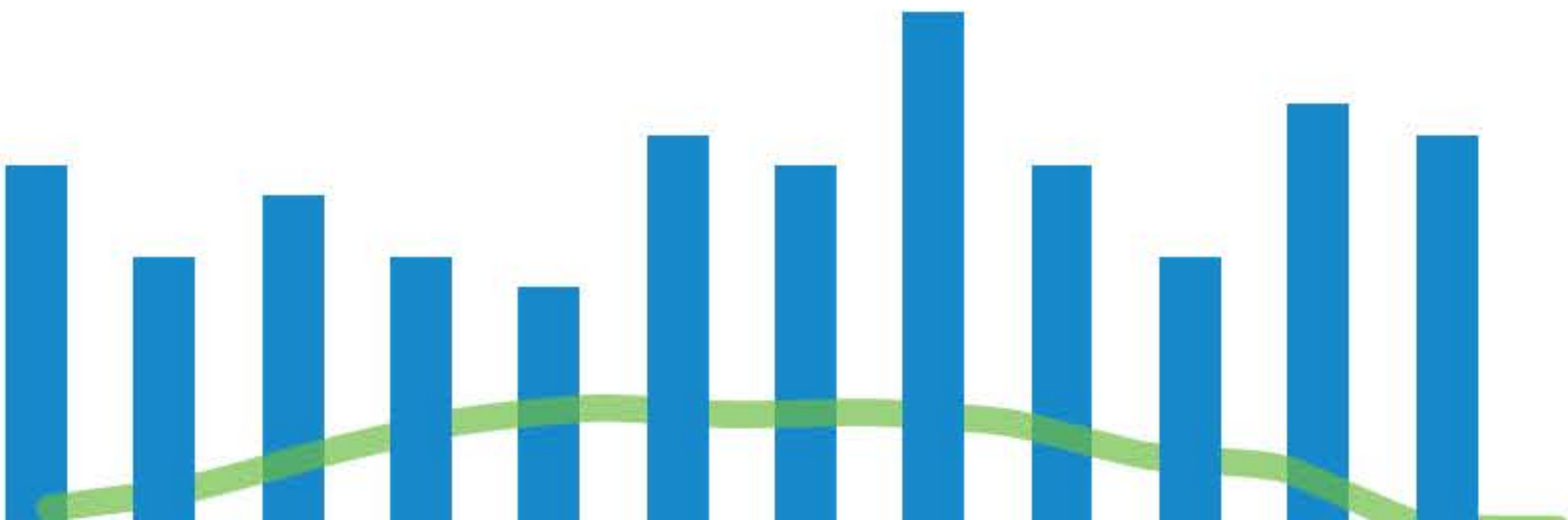
8 Silfab 300w

INVERTER

SolarEdge SE3800A-US

Array	Modules	Azimuth	Tilt	Shade	Sun Hrs
1	8	177	46	3%	1142

Average usage before solar: 557 kWh
Average usage after solar: 329 kWh





POWERHOME
SOLAR & ROOFING

TEXT SOLAR
TO 411411











CITY OF BIRMINGHAM
Date 05/07/2019 3:27:10 PM
Ref 00158127
Receipt 482805
Amount \$100.00

APPROVED

19-0045

5-08-19

Lauren Chapman

Administrative Sign Approval Application Planning Division

Form will not be processed until it is completely filled out

1. Applicant

Name: IMAGE 360
Address: 47581 GALLEON DR.
PLYMOUTH, MI 48170
Phone Number: 248-435-0944
Fax Number: _____
Email: jkientz@image360plymouthmi.com

2. Applicant's Attorney/Contact Person

Name: JENNIFER KIENTZ
Address: same as above
Phone Number: _____
Fax Number: _____
Email: _____

3. Project Information

Address/Location of Property: 110 S. OLD WOODWARD.
Name of Development: _____
Parcel ID #: _____
Current Use: RETAIL
Area in Acres: _____
Current Zoning: D4 / B4
overlay

4. Attachments

- Two (2) folded paper copies of plans
- Authorization from Owner(s) (if applicant is not owner)
- Material Samples
- Digital Copy of plans

5. Details of the Request for Administrative Approval

Non-illuminated exterior wall sign

6. Location of Proposed Signs

Exterior, Front Façade

7. Type of Sign(s)

Wall: ☒ _____
Ground: ☐ _____
Projecting: ☐ _____

Property Owner

Name: MARVIN BARTZ
Address: 399 AUTUMN CHASE DR.
VENICE, FL 34292
Phone Number: 248-770-4501
Fax Number: _____
Email: marvbartz1@aol.com

Project Designer

Name: IMAGE 360
Address: 47581 GALLEON DR.
PLYMOUTH, MI 48170.
Phone Number: 248-435-0944
Fax Number: _____
Email: jkientz@image360plymouthmi.com

Name of Historic District site is in, if any: _____
Date of HDC Approval, if any: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Revised Final Site Plan Approval: _____

Canopy: _____
Building Name: _____
Post-mounted Projecting: _____



CONSENT OF PROPERTY OWNER

I, _____, OF THE STATE OF _____ AND COUNTY OF _____
(Name of property owner)

STATE THE FOLLOWING:

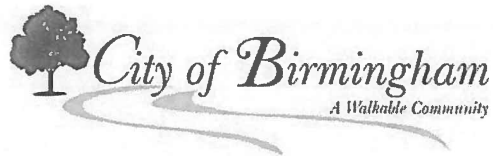
1. That I am the owner of real estate located at _____;
(Address of affected property)
2. That I have read and examined the Application for Administrative Approval made to the City of Birmingham by:

(Name of applicant);
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of Birmingham.

Dated: _____

Owner's Name (Please Print)

Owner's Signature



Fee Schedule

Administrative Approval	\$100.00
Board of Zoning Appeals* <ul style="list-style-type: none"> Single Family Residential All Others 	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Lot Division*	\$200 / parcel affected
Historic District Review* <ul style="list-style-type: none"> Single Family Residential District All other zone districts 	No charge \$350
Public Notice Sign	\$100 / refundable deposit \$50 fee
Site Plan Review* <ul style="list-style-type: none"> R4 through R8 zone district Nonresidential districts 	\$850 plus \$50 per dwelling unit \$1050 plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> Plus Site Plan Review Plus Design Review Plus Publish of Legal Notice Plus sign rental and deposit 	\$800 \$1050 \$350 \$450 \$150 Total fee: \$2800
Special Land Use Permit Annual Renewal Fee	\$200.00
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50
Zoning Ordinance Amendment Hearing (Rezoning)*	\$1500

***Require public notice sign to be posted (\$150 – rental fee & deposit)**

The fees for design review, site plan review, historic district review and special land use permits shall be double the listed amounts in the even the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)

47581 Galleon Dr. • Plymouth, MI 48170
office 248.435.0944 | fax 248.435.0922

LANDLORD AUTHORIZATION

Owner of Property: MARVIN H. BARTZ

Address: 399 Autumn Chase Dr.
Venice, FL. 34292

Phone #: 248-770-4501 Email: MARVBARTZ1@AOL.COM

SIGNATURE: [Signature]

As the landlord/owner of the address listed below, I give permission for Image 360 of Plymouth to perform the work as described in this document.

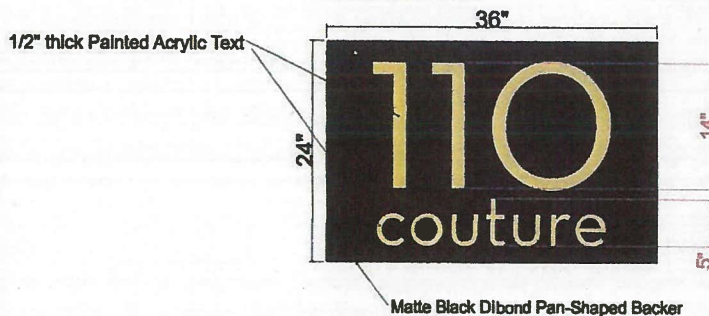
LOCATION & DETAIL OF SIGN TO BE INSTALLED:

110 S. Old Woodward, Birmingham, MI 48009

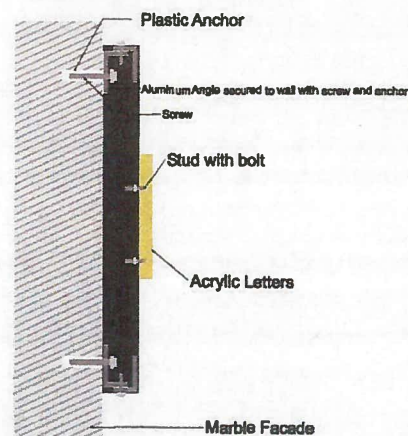
SIGN LOCATION



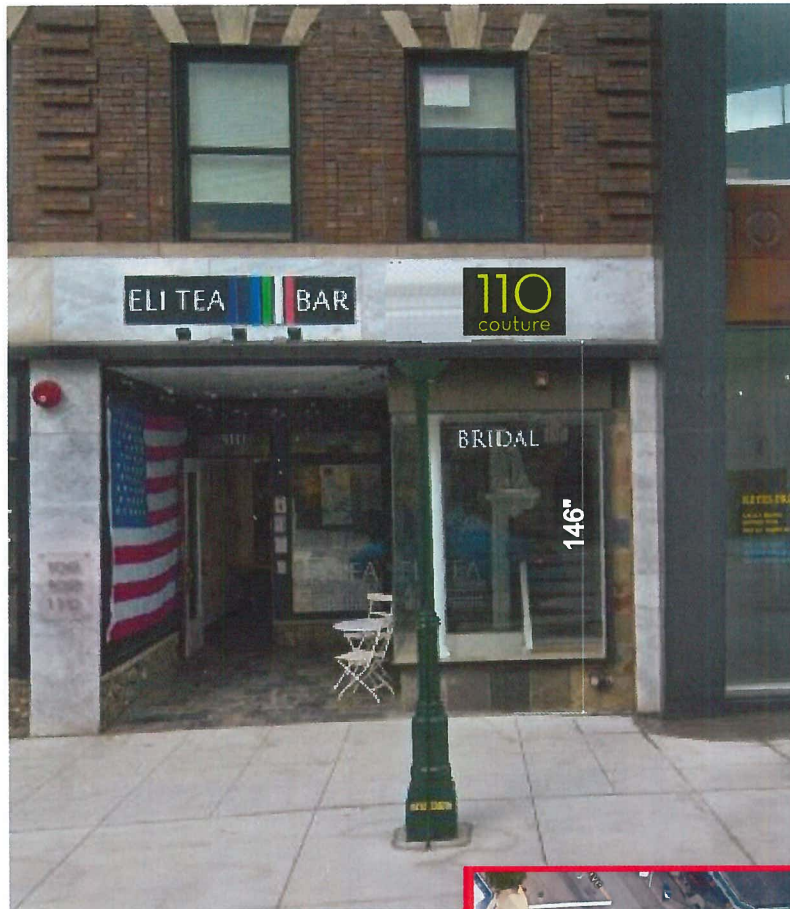
SIGN SPECS



MOUNTING METHOD



SIGN LOCATION

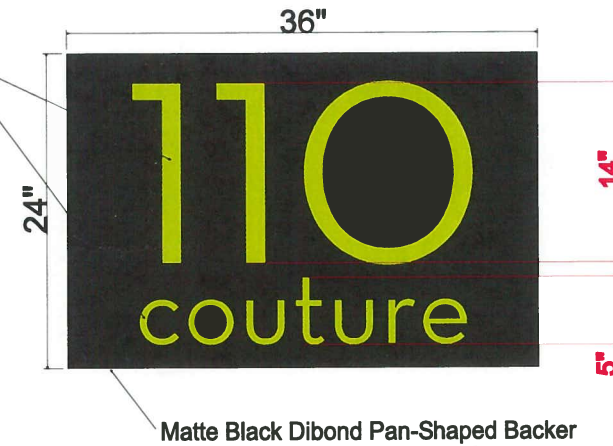


AREA MAP

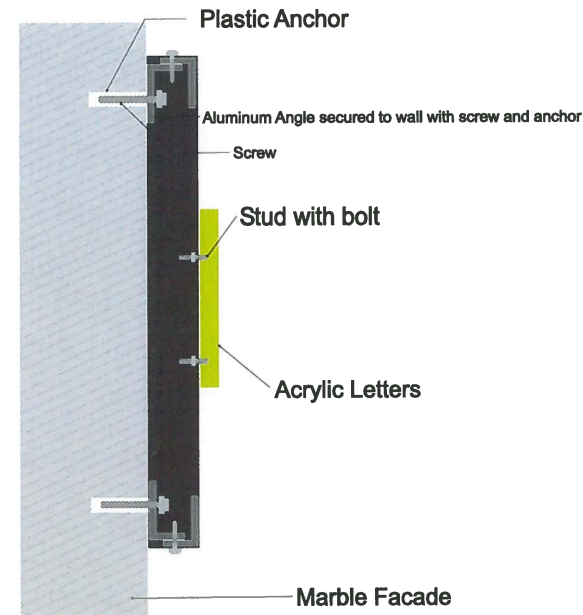


LOCATION OF SIGN

SIGN SPECS



MOUNTING METHOD



Exterior Wall Sign (Non-Illuminated)

SIZE: 36"w x 24"h x 1.5" deep

TOTAL SQ. FT. = 6 sf

SIGN MATERIALS:

- Dibond (aluminum composite panel)
- Laser Cut Acrylic
- Aluminum Angle

MOUNTING MATERIALS:

- Aluminum Angle
- Tapcon Screws

COLORS:

- Black
- Pantone 375



Community Development Department
151 Martin Street
Birmingham, MI 48012-3001
(248) 530-1850

Applicant:

IMAGE 360 - PLYMOUTH
47581 GALLEON DR.
PLYMOUTH MI 48170

Status: ISSUED

Administrative App

Type

Permit Number:

PAA19-0045
JAAH19-0013

Applied: 04/18/2019

Issued: 05/08/2019

Expires: 11/04/2019

Finalized:

LOCATION	OWNER	CONTRACTOR
0 110 S OLD WOODWARD AVE 08-19-36-201-012 Zoning District: Special District:	WOODWARD INVESTMENTS 399 AUTUMN CHASE DR VENICE FL 34292-3179 Phone: (248) 865 3000 Fax: (248) 865 9665	IMAGE 360 - PLYMOUTH 47581 GALLEON DR. PLYMOUTH MI 48170 Phone: (248) 761 4573 Fax:

Work Description:

Stipulations:

Primary Constructions Type:

Primary Zoning District:

Primary Use Group:

Project: JAAH19-0013

Permit Item	Work Type	Fee Basis	Item Total
Administrative Approval	Planning Permits	1.00 \$100.00	
		Fee Total:	100.00
		Amount Paid:	100.00
		Balance Due:	0.00

City Planner Approval: Lauren Chapman

Date: 05/08/2019



Community Development Department
151 Martin Street
Birmingham, MI 48012-3001
(248) 530-1850

Applicant:

IMAGE 360 - PLYMOUTH
47581 GALLEON DR.
PLYMOUTH MI 48170

Status: ISSUED

Administrative App

Type

Permit Number:

PAA19-0045
JAAH19-0013

Applied: 04/18/2019

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Expires: 11/04/2019

Finalized:

LOCATION	OWNER	CONTRACTOR
0 110 S OLD WOODWARD AVE 08-19-36-201-012 Zoning District: Special District:	WOODWARD INVESTMENTS 399 AUTUMN CHASE DR VENICE FL 34292-3179 Phone: (248) 865 3000 Fax: (248) 865 9665	IMAGE 360 - PLYMOUTH 47581 GALLEON DR. PLYMOUTH MI 48170 Phone: (248) 761 4573 Fax:

Work Description:

Stipulations:

Primary Construction Type:

Primary Zoning District:

Primary Use Group:

Project: JAAH19-0013

Permit Item	Work Type	Fee Basis	Item Total
Administrative Approval	Planning Permits	1.00 \$100.00	
		Fee Total:	100.00
		Amount Paid:	100.00
		Balance Due:	0.00

City Planner Approval:

Lauren Chapman

Date:

05/08/2019



Administrative Approval Application Planning Division

Form will not be processed until it is completely filled out



1. Applicant

Name: WILLIAM ROBERTS
Address: 16205 W. 14 MILE RD SUITE 100
BEVERLY HILLS, MI 48025
Phone Number: 248-463-8606
Fax Number: 248-646-5281
Email: wrobertsrestaurantgroup.com

Property Owner

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____

2. Applicant's Attorney/Contact Person

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____

Project Designer

Name: RON REA / RON S ROMAN
Address: 275 E. FRANK
BIRMINGHAM
Phone Number: 248-723-5790
Fax Number: _____
Email: _____

3. Project Information

Address/Location of Property: 273 PIERCE STREET
Name of Development: STREETSIDE SEAFOOD
Parcel ID #: _____
Current Use: _____
Area in Acres: _____
Current Zoning: _____

Name of Historic District site is in, if any: _____
Date of HDC Approval, if any: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Revised Final Site Plan Approval: _____

4. Attachments

- Warranty Deed with legal description of property
- Authorization from Owner(s) (if applicant is not owner)
- Completed Checklist
- Material Samples
- Digital Copy of plans
- Two (2) folded copies of plans including an itemized list of all changes for which administrative approval is requested, with the changes marked in color on all elevations

5. Details of the Request for Administrative Approval

Outdoor Cafe - Approved MAY 2009
a) new patio chair
b) change of # of tables/chairs
see letter

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes to the approved site plan.

Signature of Applicant: Will T. Palat Date: 4/26/19

Office Use Only
Application #: PAA19-0051 Date Received: 4/30/19 Fee: \$100.00
Date of Approval: 5/1/19 Date of Denial: N/A Reviewed by: [Signature]

APPROVED
5/1/19
PAA19-0051

CITY OF BIRMINGHAM
Date 05/01/2019 8:16:10 AM
Ref 00158409
Receipt 481816
Amount \$100.00

The applicant has not provided detailed specification sheets for the furniture or umbrellas. However, the applicant is proposing seven (7) 20" by 24" rectangular tables, and one (1) 24" in diameter round table, with sixteen (16) chairs with 18" by 18" seats for the outdoor dining area on the proposed platform. The tables have black iron bases with black Corian solid surfaces. The proposed chairs are polished steel with black simulated raffia seats and backs. The applicant is also proposing two Santa Barbara wood umbrellas that are 8' high and 7.5' by 7.5' when open, in a black and white striped canvas. One brushed stainless service stand is also proposed on the platform. The proposed outdoor dining area maintains a 5 foot minimum width of unobstructed pedestrian access between the storefront and the proposed platform in the public right-of-way.

The applicant is proposing to construct a temporary platform constructed of composite non-slip decking fastened with clips to provide a level outdoor dining surface on the sidewalk and into the street. The platform will have a 3' wide opening for access, with a tapered sill to make it wheelchair accessible. The platform will be installed on a wolmanized sub-frame. The applicant is also proposing a 3.5' high custom-made ornamental metal fencing system painted in Sherwin Williams Black Fox to enclose the outdoor dining space. This enclosure will be attached to the temporary platform and sub-frame, and will meet all load requirements.

The applicant will be required to obtain an Outdoor Dining License, enter into a license agreement with the City for use of the public right-of-way, and to provide the required insurance.

8.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The Planning Division finds the proposed site plan adequately implements the goals of the plan as they relate to outdoor café uses.

Specifically, the 2016 Plan recommends the extension of the public sidewalk into a parking space using a temporary composite non-slip deck with a non-slip surface to provide the opportunity for outdoor dining space. Streetscape 14 makes this recommendation on page 13 of the 2016 Plan, and Appendix A1 and A2 provide illustrations of suggested extensions. The 2016 Plan states that the trade off between parking spaces and outdoor dining space is in the public's best interest as it enhances street life, thus promoting a pedestrian friendly environment. The 2016 Plan also recommends that the 5' clear pedestrian passage be provided against the storefronts to ensure that merchants can display and sell their products and so as not to distort the flow of pedestrians.

The applicant's proposal to construct a wooden platform 7' into the parking lane on Pierce is exactly the layout that was recommended in the 2016 Plan, and will

18 10 11:18a

Roberts Restaurants

248 646 5281

P.2



APPLICATION FOR OUTDOOR DINING

Check all that apply

- ☒ Annual Fee (April 1st - November 15th) \$125.00
☐ Off Season Additional Fee (November 16th - March 31st) \$200.00

Please print

Name of Facility STREET'S OF SEAFOODAddress 273 PIERCEDate of Site Plan approval MAY 27, 2009Square footage of area to be used 175Are any changes proposed to the Outdoor Dining facility from the previous year? NO
*(If yes, site plan approval is required. Contact a city planner for additional information.)*Number of: Tables 8 Chairs 16Are you operating on City Property? YES *(If yes, a license agreement is required.)*Will liquor be served? YESAre you operating under a Bistro Special Land Use Permit? NOWill a platform be installed in conjunction with your outdoor dining? YES
*(platforms are not allowed during the off-season period)*Facility hours of operation 11:30 AM - 2 AMOutdoor dining hours of operation 11:30 AM - MIDNIGHTApplicant Name WILLIAM T. ROBERTSAddress (include city and zip code) 33493 WOODWARDBIRMINGHAM, MI 38209Phone 248-646-6395 Fax 248-646-5281Name of Property Owner Various "Pew" TrustsAddress (include city and zip code) 273 Pierce StreetBirmingham, MIPhone 248-601-6608 Fax 248-650-6968

Mei On - V.P. Colliers Turley Martin Tucker,
as agent on behalf of JPMorgan,
Truste
 Signature of Property Owner
 1-18-2010

See page two

OUTDOOR CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this ____ day of ____, 200__ by and between the CITY OF BIRMINGHAM, a municipal corporation of 151 Martin Street, Birmingham, Michigan hereinafter called "BIRMINGHAM" and ROBERTS & ROBERTS, INC. a Michigan Corporation, Birmingham, Michigan, hereinafter called "LICENSEE".

WHEREAS, Licensee is a tenant of property located at 273 PIERCE, described as Parcel # 19-36-201-009,

WHEREAS, Licensee wishes to place tables and chairs immediately adjacent to its leased premises in the public sidewalk on property owned by the City of Birmingham, and

WHEREAS, the Birmingham Planning Board has reviewed and approved a site plan for Licensee to permit the placement of 10-8 tables and 16-18 chairs in the front pursuant to Section ____ of the Birmingham City Code, and

WHEREAS, Birmingham has determined that the 8-10 tables and 16-18 chairs will not interfere with the general public use of public property, and

WHEREAS, the parties intend by this License Agreement to license the placement of tables and chairs on public property under the terms and conditions provided herein.

IT IS THEREFORE AGREED as follows:

1. Birmingham licenses and authorizes the Licensee to place 8-10 tables and 16-18 chairs in the public sidewalk at the location specified in a plan dated 5/27/09, which plan was approved by the Planning Board and is incorporated herein by reference. If the outdoor dining is in connection with a bistro operation, a bistro contract is required.
2. It is mutually acknowledged that this License Agreement is intended as a license to use public property regulated and controlled by Birmingham, and Licensee must comply in all respects with the terms and conditions of the site plan approved 5/27/09 and with all procedures and other items set forth in the ordinances of Birmingham.
3. To the fullest extent permitted by law, the Licensee agrees to defend, pay on behalf of, and hold harmless the City of Birmingham, its elected and appointed officials, all employees and volunteers working on behalf of the City of Birmingham, its boards, commissions, and/or authorities, including employees and volunteers thereof, against any claims, demands, suits, loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted or recovered against or from the city, its elected and appointed officials, all employees and volunteers working on behalf of the City, its boards, commissions, and/or authorities, including employees and volunteers thereof, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected with this Agreement, including the operations, acts, errors or omissions of the Licensee in performing this License Agreement and any acts, errors or omissions by its officers, agents, employees, workmen or independent contractors, whether arising in whole or in part from such acts or omissions.
4. The Licensee, and each of its independent contractors, shall procure and maintain at all times during the duration of the Agreement, the following minimal available insurance coverage subject to the conditions indicated. All coverages shall be with insurance

**LICENSE GRANTED TO**

STREETSIDE SEAFOOD

273 PIERCE

BIRMINGHAM MI 48009

LICENSE NUMBER

10-7955

PERMIT DESCRIPTION**LICENSE FEE**

\$125.00

2010**CERTIFICATE OF LICENSE****OUTDOOR DINING**

In accordance with the provisions of the ordinances of the City of Birmingham, Michigan commencing *4/1/2010* and ending *11/15/2010* subject to the conditions, restrictions, and limitations of ordinances of the City, the laws of the United States, and the laws of the State of Michigan.

ADDITIONAL INFORMATION

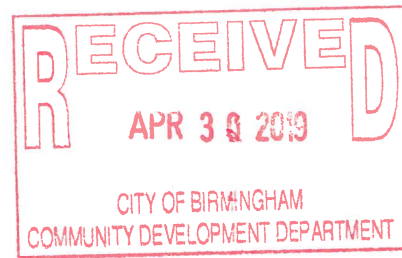
Tables: 10 Chairs: 18

Jocelyn Mart Deputy
CITY CLERK

3/31/10

DATE ISSUED

THIS LICENSE IS NOT TRANSFERABLE



April 26, 2019

Jana Ecker
Planning Director
City of Birmingham
151 Martin Street
Birmingham, MI 48009

RE: Streetside Seafood Patio

I have two items for your Administrative Approval. The first is in regards to a new chair. The second is the # of tables and chairs on our patio.

Our current chairs are worn out and will not clean up. Frankly, they need to be retired immediately! I have included the spec sheets on the new chair. They will take a few weeks to get here so we need to place our order promptly.

The other item requires a little background. We were approved for our patio in May of 2009 for 8 tables and 16 chairs. In 2010, I filled out the annual Application for Outdoor Dining along the Outdoor Café License Agreement. (copies are included) When the City returned the License Agreement with the Certificate of License, the table and chair counts were changed to 10 Tables and 18 Chairs. Since then, I have just filled the forms out as they had been sent back to me.

Since we spoke regarding the Administrative Approval form and \$100 fee in regards to the change of chair it caused me to think about increasing our patio to the 10 tables and 20 since we have the space!

We adjusted our deck back when the Pierce Street reconstruction occurred. If you recall, our original deck was up higher with a ramped entrance. With the new straight curb, we were able to lower the deck and butt it up to the sidewalk, thus eliminating railings on the sidewalk side and opening it up to the sidewalk. We still have 7 ½' of open sidewalk from the building to the tree planting area.

16205 W. 14 Mile Rd., Ste. 100 | Beverly Hills, MI 48025 | P: 248.646.6395 | F: 248.646.5281 | Info@RobertsRestaurantGroup.com
www.RobertsRestaurantGroup.com



page 2

Thus, I have enclosed both the original layout of our patio with eight tables (16 chairs) and a copy of how our patio would look with ten tables (20 chairs). We have abandoned the planters originally shown. In addition, we have never bumped the inside tables onto the sidewalk as Ron had in the originally drawing. There is a change of elevation that makes it impossible.

So, there it is, we request approval on

- a) new chairs
- b) 10 tables with 20 chairs vs the original 8 tables with 16 chairs

Thank you!!

A handwritten signature in black ink, appearing to read "Bill", written in a cursive style.

William Roberts
Proprietor
Streetside Seafood



COLLECTIONS ▶ SEASHELL ▶ **SIDE CHAIR**

THE SEASHELL COLLECTION

SIDE CHAIR

new chair

ADD TO SELECTION 

PRODUCT FACT SHEET 

SHOW MEASUREMENTS 



COLOR

CHALK

BRONZE

SHOW ALL
COLORS AND
MATERIALS

We are using tools to analyze our users' behavior in order to optimize our website. [HERE](#) you can read more about it and on [THIS PAGE](#) you can change the settings.

ACCEPT COOKIES

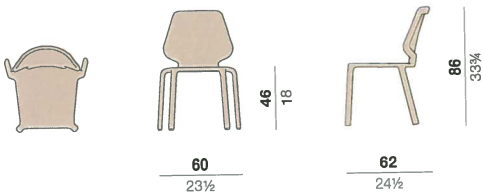


SEASHELL

Side chair, stackable

Design by Jean-Marie Massaud | Item code: 049003 | Weight 4,6 kg/10 lbs | Volume 0,32 m³/11 cu ft | COM (Customer Own Material): 0,54 m/2.00 yd (plain fabric only)

Measurements



Collection: There's a remarkable lightness to the SEASHELL collection by Jean-Marie Massaud, a breeziness that belies its sturdy construction and efficient, stackable design. Perfect for large spaces such as pool areas and restaurants as well as intimate settings, SEASHELL features backrests that look and feel like an open embrace and an airy weave as breathable as it is artful.

Sidechair: With its airy silhouette and lightweight but strong, stackable structure, the SEASHELL Sidechair represents the perfect combination of high design and practicality.

Frame: Aluminum

Finishing: Electrostatic powder-coated in a color similar to that of the fiber

Characteristics: Lightweight, elegant, ergonomic, versatile, sturdy, stackable

Options: This item is stackable. It is very comfortable without cushions, too.

Frame Maintenance: Clean with a soft cloth and warm water.

Cushion Maintenance: Cushion covers can be removed and washed.

Fiber Standard



083
chalk



040
bronze

Additional Items



Cover

Special Features



This item is stackable.

Fabrics

Item code: 95049001

Please see Fabric Options Fact Sheet

To learn more about DEDON, our collections and warranty policy, please visit our website –

www.dedon.de

0116

DEDON



STREETSIDE SEAFOOD

PROPOSED

10 TABLES
20 CHAIRS

RECEIVED
APR 3 8 2013
CITY OF BIRMINGHAM
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED
5/1/19
PAA-19-005

Notes:

Issue Date:

Design Review	6-12
---------------	------

Revision	7-7
----------	-----

For Permit	7-22
------------	------

Sheet Title:

Cafe Plan & Details

Sheet Number:

City of Birmingham Community Development Department
Inspection Request Phone # (248) 530-1860

TYPE OF INSPECTION

FINAL ELECTRIC

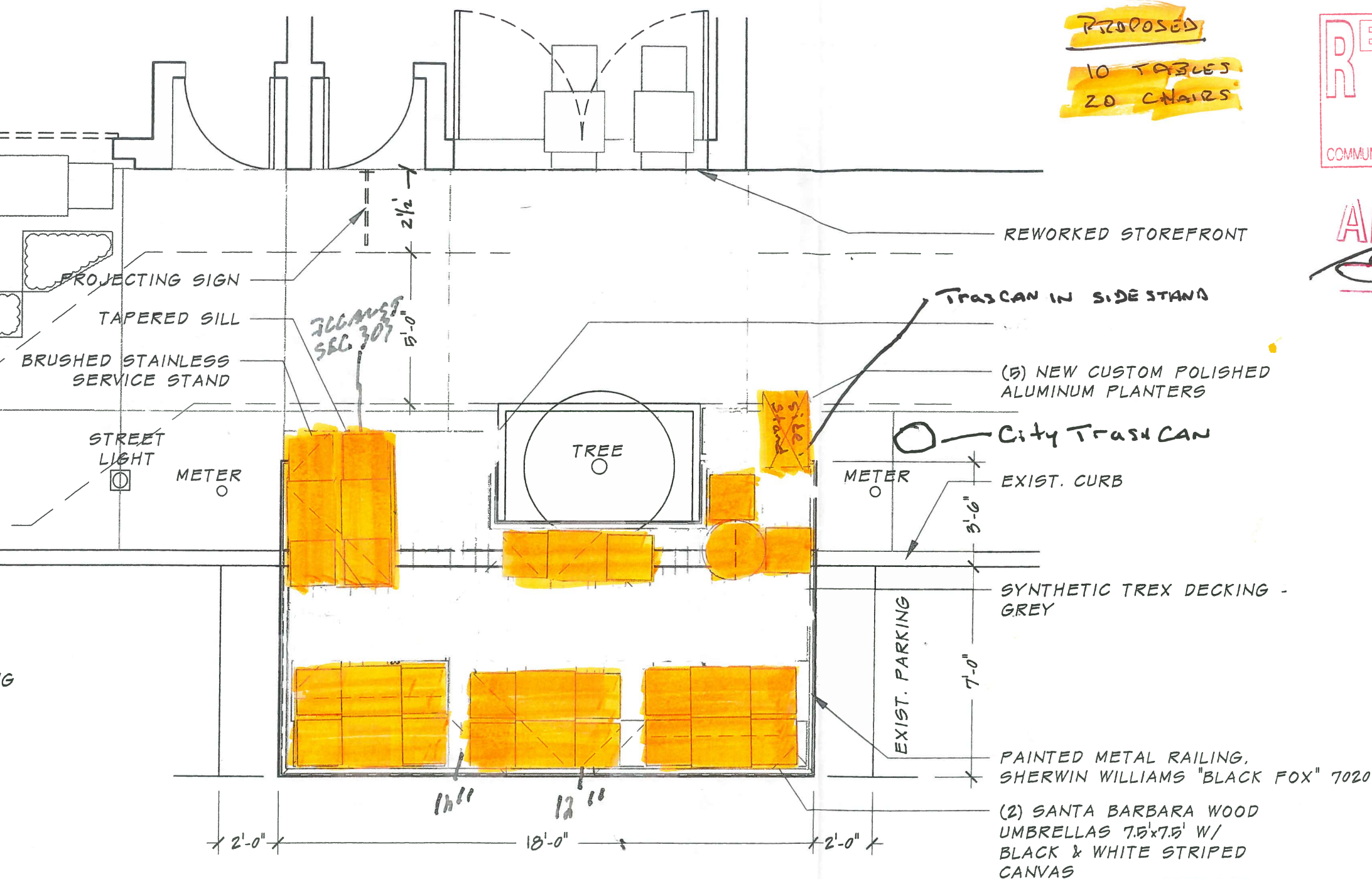
APPROVED

273 PIERCE - 09-885

1/18/10
DATE

INSPECTOR

A-1



Outdoor Cafe Plan

scale: $1/4'' = 1'-0''$

NORTH



City of Birmingham Community Development Department
Inspection Request Phone # (248) 530-1860

TYPE OF INSPECTION

FINAL ELECTRIC

APPROVED

273 PIERCE - 09-885

1/18/10
DATE

INSPECTOR

STREETSIDE SEAFOOD

ORIGINAL

8 Tables

16 chains

Notes:

Issue Date:

Design Review 6-12

Revision	7-7
----------	-----

For Permit	7-22
------------	------

Sheet Title:

Cafe Plan & Details

Sheet Number:

City of Birmingham Community Development Department
Inspection Request Phone # (248) 530-1860

TYPE OF INSPECTION

Final Electric

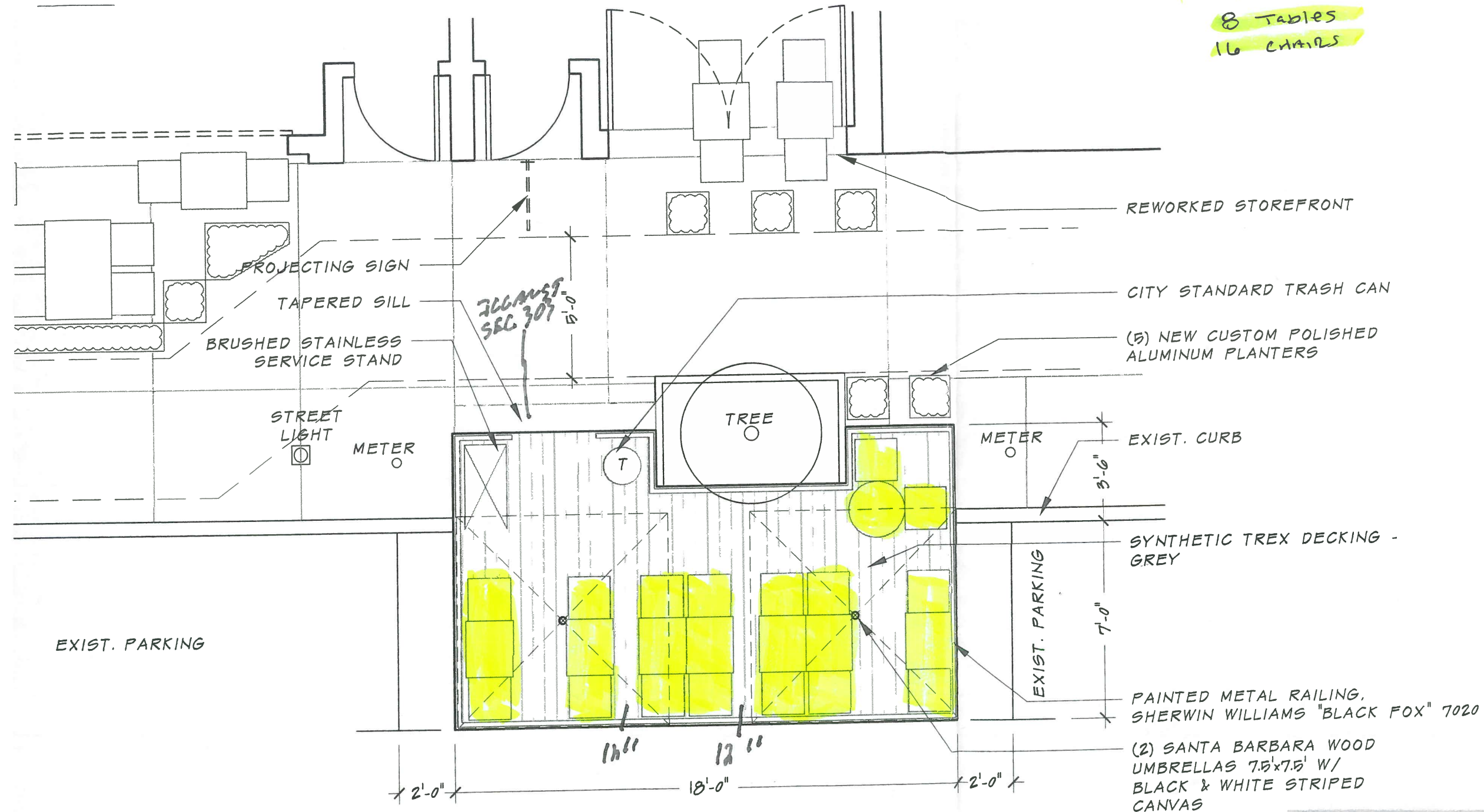
APPROVED

273 PIERCE- 09-885

1/18/10
DATE

INSPECTOR

A-1



Outdoor Cafe Plan

scale: $1/4'' = 1'-0''$



Administrative Approval Application

Planning Division

Form will not be processed until it is completely filled out

1. Applicant

Name: DKW Windows & Siding for HANOWAKAY
 Address: 8068 E. COURT ST
DAVISON MI 48423
 Phone Number: 810-658-8777
 Fax Number: 810-658-4894
 Email: GARY M @ DKWWINDOWS.COM

Property Owner

Name: _____
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email: _____

2. Applicant's Attorney/Contact Person

Name: _____
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email: _____

Project Designer

Name: _____
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email: _____

3. Project Information

Address/Location of Property: 400 Southfield Rd
 Name of Development: Birmingham town square
 Parcel ID #: 19-36-103-061
 Current Use: Residential Multiple Family
 Area in Acres: _____
 Current Zoning: Multiple Family

Name of Historic District site is in, if any: _____
 Date of HDC Approval, if any: _____
 Date of Application for Preliminary Site Plan: _____
 Date of Preliminary Site Plan Approval: _____
 Date of Application for Final Site Plan: _____
 Date of Final Site Plan Approval: _____
 Date of Revised Final Site Plan Approval: _____

4. Attachments

- Warranty Deed with legal description of property
- Authorization from Owner(s) (if applicant is not owner)
- Completed Checklist
- Material Samples
- Digital Copy of plans
- Two (2) folded copies of plans including an itemized list of all changes for which administrative approval is requested, with the changes marked in color on all elevations

5. Details of the Request for Administrative Approval

ENCLOSE EXISTING Porch Balcony with window wall system

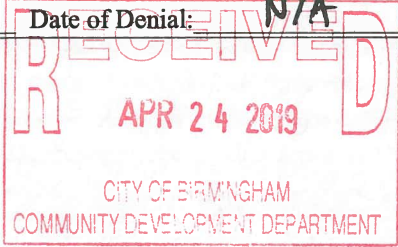
The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes to the approved site plan.

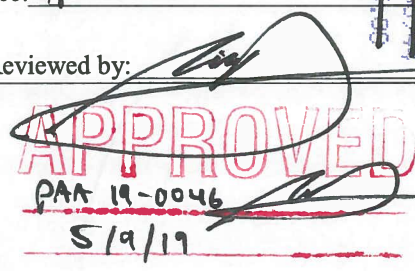
Signature of Applicant: _____

Date: 4-22-19

Application #: <u>PAA19-0046</u>	Office Use Only Date Received: <u>4/24/19</u>	Fee: <u>\$100.00</u>
Date of Approval: <u>5/9/19</u>	Date of Denial: <u>N/A</u>	Reviewed by: _____

Amount \$100.00
 Receipt 480944
 Ref 00158257
 Date 04/24/2019 4:24:41 PM
 CITY OF BIRMINGHAM







CONSENT OF PROPERTY OWNER

I, Birmingham Brandy, OF THE STATE OF mi AND COUNTY OF Calhoun
(Name of property owner)
STATE THE FOLLOWING:

1. That I am the owner of real estate located at 400 Southfield;
(Address of affected property)
2. That I have read and examined the Application for Administrative Approval made to the City of Birmingham by:
Hason A Ray;
(Name of applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of Birmingham.

Dated: 4/22/19

Sheri Kay, Agent
Owner's Name (Please Print)

[Signature]
Owner's Signature

ADMINISTRATIVE APPROVAL APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: DLW Windows & Sunrooms For Home Alibi Date: 11-22-19

Address: 400 Southfield Rd Unit 4 Project: Porch/Balcony Enclosure

All site plans and elevation drawings prepared for administrative approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording.

Administrative Approval of Design Changes

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☐ 4. A separate location map;
- ☐ 5. Legend and notes, including a graphic scale, north point, and date;
- ☒ 6. A list of all requested design changes;
- ☒ 7. Elevation drawings with all requested design changes marked in color;
- ☒ 9. A list of all new materials to be used, including size specifications, color and the name of the manufacturer.

Administrative Approval of Site Plan Changes

A full site plan detailing the proposed changes for which administrative approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☐ 1. Name and address of applicant and proof of ownership;
- ☐ 2. Name of Development (if applicable);
- ☐ 3. Address of site and legal description of the real estate;
- ☐ 4. Name and address of the land surveyor;
- ☐ 5. Legend and notes, including a graphic scale, north point, and date;
- ☐ 6. A separate location map;
- ☐ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☐ 8. A list of all requested changes to the site plan;
- ☐ 9. All changes requested marked in color on the site plan and on all elevations of any building(s);
- ☐ 10. A chart indicating the dates of approval of the Preliminary Site Plan, Final Site Plan; Revised Final Site Plans, and any dates of approval by the Historic District Committee ("HDC");
- ☐ 11. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☐ 12. Existing and proposed easements and their purpose;

e-recorded

LIBER 51222 PAGE 414

0199130

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.
Reviewed By: RL

Oct 26, 2017

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended
ANDREW E. MEISNER, County Treasurer

Not Examined

LIBER 51222 PAGE 414
\$21.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
\$3,655.00 TRANSFER TX COMBINED
10/26/2017 04:59:39 PM RECEIPT# 126929
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

STATE OF
MICHIGAN

OAKLAND
10/26/2017
126929



REAL ESTATE
TRANSFER TAX

\$467.50 CO
\$3,187.50 ST
001134522



Warranty Deed

KNOW ALL MEN BY THESE PRESENTS: That Sedky-Jackson Holdings, LLC, a Michigan limited liability company by
Cherif Sedky, Sole Member
whose address is 662 Purdy St. #208, Birmingham, MI 48009
convey(s) and warrant(s) to Gamze S. Akay and Hasan U. Akay Wife and Husband
whose address is 809 Henrietta St., Birmingham, MI 48009

Land situated in the City of Birmingham, County of Oakland, State of MI

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

Commonly known as: 400 Southfield Rd, Unit 4

Tax Item No.: 19-36-103-061

for the sum of Four Hundred Twenty Five Thousand and 00/100 Dollars \$425,000.00

Subject to existing building and use restrictions, easements, and zoning ordinances, of record.

Dated this 20th day of October, 2017

Sedky-Jackson Holdings, LLC, a Michigan limited liability company

By Cherif Sedky, Sole Member

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this 20th day of October, 2017, by Sedky-Jackson Holdings, LLC, a Michigan limited liability company by Cherif Sedky, Sole Member.

Thomas M. Llevols
Notary Public, Oakland County, MI
My Commission Expires 8/1/2018
Acting in County of

Notary Public
County

My commission expires:

Drafted by:
Devon Title Agency
Under the direction of Cherif Sedky
662 Purdy #208
Birmingham, MI 48009

When recorded return to:
Gamze S. Akay
400 Southfield Rd, Unit 4
Birmingham, MI 48009

File No: 90002638 / kj

2

EXHIBIT "A"

File No. 90002638

Land situated in the City of Birmingham, County of Oakland, State of MI described as follows:

Unit 4, Building A, a/k/a 2A, Birmingham Town Square, a Condominium, according to the Master Deed recorded in liber 7586, pages 867 through 903 inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 271, together with rights in general common elements and limited common elements as set forth in the above described Master Deed and Amendments thereto and as disclosed by Act 59 of the Public Acts of 1978, as amended.



Since 1955

Sunroom Contract

810.033.0111 - 800.033.7031

Date 9-7-18
Phone 248-275-3417

I, (we) HASAN AKAY Email _____
Address 400 SOUTHFIELD RD.
City of Birmingham County of _____ State of MI Zip Code 48009

Hereinafter called "Owner," do hereby agree with D&W Windows & Sunrooms, hereinafter called "Contractor," to furnish labor and material necessary to do the following work:

PRE-CONSTRUCTION

- ☐ Obstacles to be moved

- ☐ Teardown existing room
☐ Teardown existing deck
Sump Discharge Pipe and A/C or Meter
Move: Owners Responsibility

FOUNDATION

- ☐ Break out Concrete or Patio Stones
☐ Saw Cut Concrete for Posts
☐ New Concrete Footings and Slab
☐ Insulated Floor System
☐ Deck Reinforcement
complete deck replacement
could be needed upon inspection
☐ Subfloor w/vapor barrier
☐ Dow board under plywood
☐ Insulate Under Deck
☐ Vinyl Deck Skirting

PATIO COVERS

- ☐ Fascia & Gutter Colors _____
All other Patio Cover Components will be
white. Non-shingled roof
☐ Approx. Size X _____
☐ Roof Thickness 3" 4" 6"
☐ Surface Mount Post
☐ Footed Post
☐ Fascia Mounted
☐ Under Soffit Mounted

WALL SYSTEMS

- ☐ D&W 3-Season Wall System
☐ High Performance Low-E, Argon
☒ D&W Composite Super Room
w/Michigan Windows
☒ Window/Wall Color CLAY
☐ Install Under Existing Roof
☒ Tempered Glass Kick Panels
☐ Glass Transoms
☐ Insulated Top Fill
☐ Custom Trapezoids on Studio Sides
☐ Standard Patio Door
☐ Storm Door
☐ Entry Door

THERMAL INSULATED ROOF SYSTEMS

- ☐ Gable
☐ Studio
☐ Roof Thickness _____
☐ Mount under overhang
☐ Remove Overhang
☐ Saddle Tie-in
☐ Shingle, Color _____
Match shingles as close as possible to
existing shingle color
☐ Fascia and Gutter Color _____

CARPENTRY

- ☐ Furnish Patio Door for House Wall
☐ Finish House Wall w/T&G Pine
☐ Finish House Wall T-1-11
☐ Finish House Wall w/Vinyl Bead Board
☐ Treated Wood Landing
☐ Treated Wood Railing
☐ Treated Wood Steps
Owner to stain or paint any unfinished wood

ELECTRICAL

- ☒ None
☐ Electrical Panel upgrade
May be additional charge for panel upgrade
☐ Basic Electric Package
4 outlets, 1 exterior outlet, 1 porch light
☐ T.V. Cable
☐ Ceiling Fan (Owner Supplied)
Owner to supply all fixtures

D&W is not responsible for underground pipes
and electrical lines.

ADDITIONAL INFORMATION: SUPPLY & INSTALL

4 SEASON WALLS ONLY SUPER
ROOM APPROX 5' PROJECTION BY
15' LENGTH 2-WALL 95" HT.
CLAY INTERIOR & EXTERIOR

Said materials and labor cost \$ 9,235.00 cost price payable as follows: (Cash, if any) \$ _____ balance of
\$ _____ payable _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Contractors will do all of said work in good workmanlike manner.

This company agrees to do ONLY what is written on the face of this contract.

Verbal PROMISES of salesmen not to govern this agreement.

This contract is subject to approval of Sales Manager of this Company. This contract shall be void and of no effect if credit of owner(s) is refused.

A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.2412 of Michigan Compiled Laws. That an electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. That a plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws.

If the contractor is required to be licensed to provide the contracted improvement, that the contractor is so licensed.

If a license is required, the contractor's license number 2102213040.

Was this home built prior to 1978?

____ Yes ____ No

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before work began.

X H.U. Akay 09/10/18
Signature Date

HASAN AKAY
Print Name

D&W Windows & Sunrooms

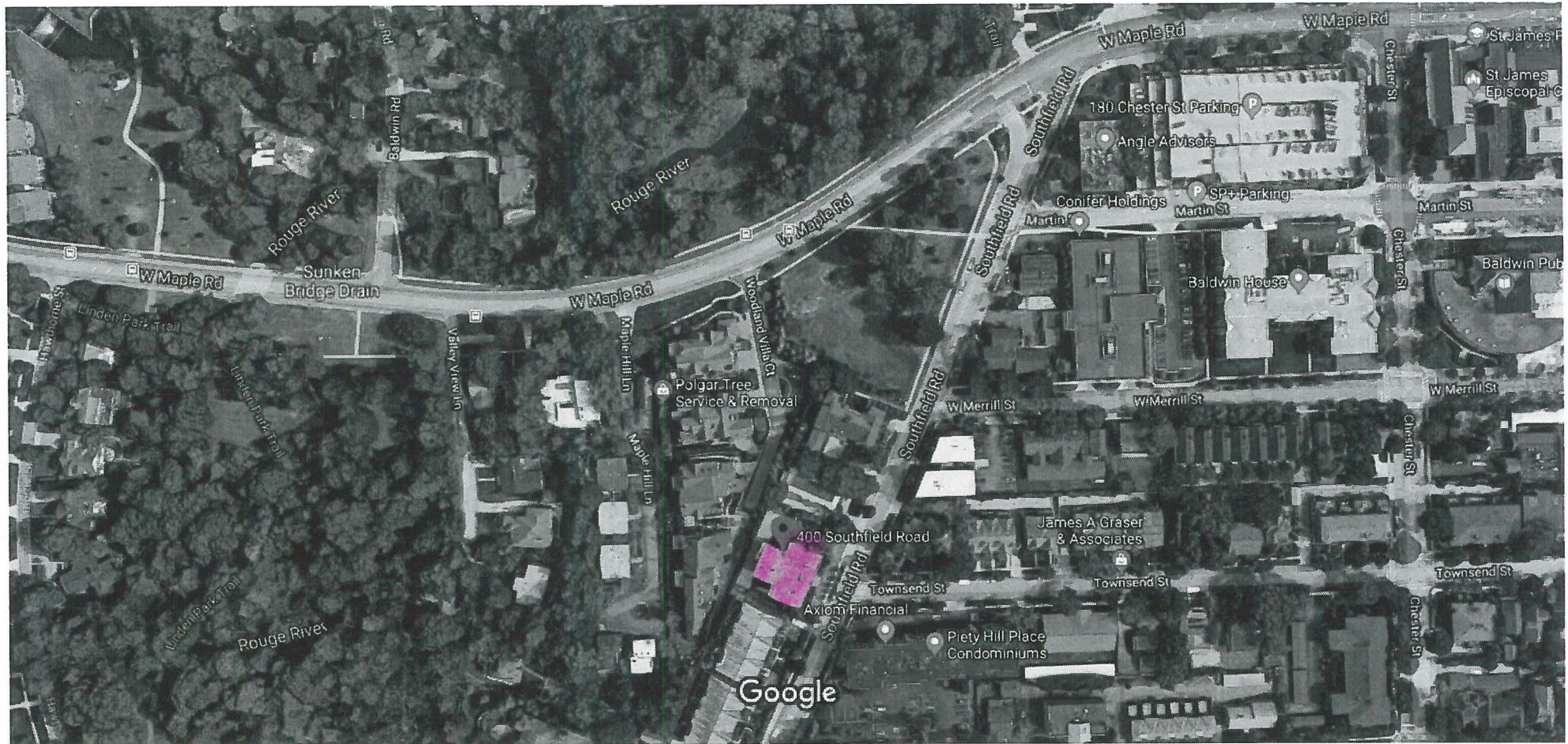
← Composite Framing Members

← Vinyl Windows Foam Frame
Low-e Argon Gas

← Tempered Glass Kick Panels

APPROVED
5/9/19
P44M-004L

Google Maps 400 Southfield Rd



Imagery ©2019 Google, Map data ©2019 Google 100 ft

100 Adm'n
85 P/99 Rev
25 Reg-

400 Southfield - Balcony Enclosure

Gary Minto <garym@dwwindows.com>
To: Nicholas Dupuis <ndupuis@bhamgov.org>

Wed, May 1, 2019 at 3:41 PM

Good Afternoon:

The enclosure on unit #6 was constructed with 2 x 4's wrapped with Aluminum and Vinyl windows. The enclosure proposed for unit# 4 would be constructed with our 4-season Composite framing material, with the same Vinyl windows, only varying in size by 2 inches. Although the frame work is different, the color is the same, it will look almost identical to the other unit, and it would be what we would use as a standard from this point, going forward! We feel that going forward this would be a better performing product for the building owner, association, and the customer.

I am including a picture of the actual material being used for your review, the configuration of the windows is not the same as the proposed enclosure, and the color is off because of the florescent lighting in our showroom! The picture I submitted before was just to show what the unit we had already done looked like!

Please feel free to follow up with any question you may have!

Gary

[Quoted text hidden]

--

Gary Minto
Construction Manager
Cell: 810-412-8538
Email: garym@dwwindows.com
Office: 810-658-8777
Fax: 810-658-4894



Akay.jpg
530K

Administrative Approval Application Planning Division

Form will not be processed until it is completely filled out

APPROVED
PAA19-0052
5/9/19

1. Applicant

Name: Strawberry Solar
Address: 4444 Second Ave.
Detroit MI 48201
Phone Number: (248) 760-3184
Fax Number: _____
Email: drew@strawberrysolar.com

Property Owner

Name: Michael Weisberg
Address: 651 W. Frank St.
Birmingham, MI 48009
Phone Number: (248) 505-8819
Fax Number: _____
Email: mweisberg@iglawfirm.com

2. Applicant's Attorney/Contact Person

Name: Drew Bartosik
Address: 4444 Second Ave.
Detroit MI 48201
Phone Number: (248) 760-3184
Fax Number: _____
Email: drew@strawberrysolar.com

Project Designer

Name: Strawberry Solar
Address: 4444 Second Ave.
Detroit MI 48201
Phone Number: (248) 760-3184
Fax Number: _____
Email: drew@strawberrysolar.com

3. Project Information

Address/Location of Property: 651 W. Frank St
Birmingham, MI 48009
Name of Development: _____
Parcel ID #: _____
Current Use: _____
Area in Acres: _____
Current Zoning: _____

Name of Historic District site is in, if any: _____
Date of HDC Approval, if any: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Revised Final Site Plan Approval: _____

4. Attachments

- Warranty Deed with legal description of property
- Authorization from Owner(s) (if applicant is not owner)
- Completed Checklist
- Six (6) folded copies of plans including an itemized list of all changes for which administrative approval is requested, with the changes marked in color on all elevations

5. Details of the Request for Administrative Approval

6.5 kWp residential rooftop solar PV system. Rear-facing.

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes to the approved site plan.

Signature of Applicant: _____

Date: 5-6-2019

Application #: PAA19-0052

Date Received: 5/7/19

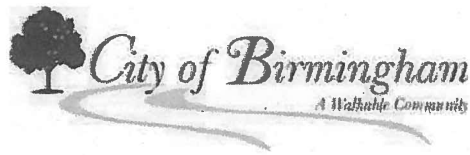
Fee: \$100.00

Date of Approval: MAY 8/29/19

Date of Denial: N/A

Reviewed by: _____

CITY OF BIRMINGHAM
COMMUNITY DEVELOPMENT DEPARTMENT



ADMINISTRATIVE APPROVAL APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: Strawberry Solar Date: 5-6-2019
Address: 651 W Frank St. Project: Solar Panel Installation

All site plans and elevation drawings prepared for administrative approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording.

Administrative Approval of Design Changes

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☒ 4. A separate location map;
- ☒ 5. Legend and notes, including a graphic scale, north point, and date;
- ☒ 6. A list of all requested design changes;
- ☒ 7. Elevation drawings with all requested design changes marked in color;
- ☒ 9. A list of all new materials to be used, including size specifications, color and the name of the manufacturer.

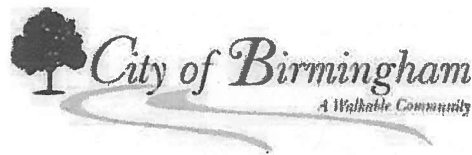
Administrative Approval of Site Plan Changes

A full site plan detailing the proposed changes for which administrative approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☒ 4. Name and address of the land surveyor;
- ☒ 5. Legend and notes, including a graphic scale, north point, and date;
- ☒ 6. A separate location map;
- ☒ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☒ 8. A list of all requested changes to the site plan;
- ☒ 9. All changes requested marked in color on the site plan and on all elevations of any building(s);
- ☒ 10. A chart indicating the dates of approval of the Preliminary Site Plan, Final Site Plan; Revised Final Site Plans, and any dates of approval by the Historic District Committee ("HDC");
- ☒ 11. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☒ 12. Existing and proposed easements and their purpose;

- ☒ 13. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preservable trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ☒ 14. General description of, location of, and types of structures on the site;
- ☒ 15. Details of existing or proposed lighting, signage, landscaping, and other pertinent development features;
- ☒ 16. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

PLEASE NOTE: All requests for administrative approval must comply with Ordinance No. _____, which outlines the terms and conditions under which administrative approval may be granted.



Fee Schedule

Administrative Approval	\$100.00
Board of Zoning Appeals	
• Single Family Residential	\$310
• All Others	\$510
Community Impact Study Review	\$2,000 / plus postage
Design Review	\$300 / plus postage
Lot Division	\$200 / parcel affected
Historic District Review	
• Single Family Residential District	No charge
• All other zone districts	\$300 / plus postage
Public Notice Sign	\$50 / refundable deposit \$50 fee
Site Plan Review	
• R4 through R8 zone district	\$800 / plus postage plus \$50 per dwelling unit
• Nonresidential districts	\$1000 / plus postage plus \$50 per acre or portion of acre
Special Land Use Permit	\$750 / plus postage
• Plus Site Plan Review	\$750
• Plus Design Review	\$300 (Total fee: \$1800 / plus postage)
Special Land Use Permit Annual Renewal Fee	\$200.00
Zoning Compliance Letter	\$50
Zoning Ordinance Amendment Hearing (Rezoning)	\$1500

The fees for design review, site plan review, historic district review and special land use permits shall be double the listed amounts in the even the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)

651 W Frank St solar panel installation

1 message

Drew Bartosik <drew@strawberrysolar.com>

To: ndupuis@bhamgov.org

Thu, May 9, 2019 at 3:40 PM

Greetings Nick!

This email is to confirm that the panels will not extend above the height of the roof.

--

Drew Bartosik
PV Operations @ [Strawberry Solar](#)
(248) 760-3184



APPROVED

PAA19-0052

5/9/19

GENERAL NOTES

- 1.1.1 PROJECT NOTES:
- 1.1.2 THIS PHOTOVOLTAIC (PV) SYSTEM SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (NEC) ARTICLE 690, ALL MANUFACTURER'S LISTING AND INSTALLATION INSTRUCTIONS, AND THE RELEVANT CODES AS SPECIFIED BY THE AUTHORITY HAVING JURISDICTION'S (AHJ) APPLICABLE CODES.
- 1.1.3 THE UTILITY INTERCONNECTION APPLICATION MUST BE APPROVED AND PV SYSTEM INSPECTED PRIOR TO PARALLEL OPERATION.
- 1.1.4 ALL PV SYSTEM COMPONENTS; MODULES, UTILITY-INTERACTIVE INVERTERS, AND SOURCE CIRCUIT COMBINER BOXES ARE IDENTIFIED AND LISTED FOR USE IN PHOTOVOLTAIC SYSTEMS AS REQUIRED BY NEC 690.4: PV MODULES: UL1703, IEC61730, AND IEC61215, AND NFPA 70 CLASS C FIRE INVERTERS: UL 1741 CERTIFIED, IEEE 1547, 929, 519 COMBINER BOX(ES): UL 1703 OR UL 1741 ACCESSORY
- 1.1.5 MAX DC VOLTAGE CALCULATED USING MANUFACTURER PROVIDED TEMP COEFFICIENT FOR VOC. IF UNAVAILABLE, MAX DC VOLTAGE CALCULATED ACCORDING TO NEC 690.7.
- 1.1.6 ALL INVERTERS, PHOTOVOLTAIC MODULES, PHOTOVOLTAIC PANELS, AND SOURCE CIRCUIT COMBINERS INTENDED FOR USE IN A PHOTOVOLTAIC POWER SYSTEM WILL BE IDENTIFIED AND LISTED FOR THE APPLICATION PER 690.4 (D). SHALL BE INSTALLED ACCORDING TO ANY INSTRUCTIONS FROM LISTING OR LABELING (NEC 110.3).
- 1.1.7 ALL SIGNAGE TO BE PLACED IN ACCORDANCE WITH LOCAL BUILDING CODE. IF EXPOSED TO SUNLIGHT, IT SHALL BE UV RESISTANT. ALL PLAQUES AND SIGNAGE WILL BE INSTALLED AS REQUIRED BY THE NEC AND AHJ.
- 1.2.1 SCOPE OF WORK:
- 1.2.2 PRIME CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SPECIFICATIONS OF THE GRID-TIED PHOTOVOLTAIC SYSTEM RETROFIT. PRIME CONTRACTOR WILL BE RESPONSIBLE FOR COLLECTING EXISTING ON-SITE REQUIREMENTS TO DESIGN, SPECIFY, AND INSTALL THE EXTERIOR ROOF-MOUNTED PORTION OF THE PHOTOVOLTAIC SYSTEMS DETAILED IN THIS DOCUMENT.
- 1.3.1 WORK INCLUDES:
- 1.3.2 PV ROOF ATTACHMENTS - IRONRIDGE FLASHFOOT2
- 1.3.3 PV RACKING SYSTEM INSTALLATION - IRONRIDGE XR100
- 1.3.4 PV MODULE AND INVERTER INSTALLATION - PANASONIC VBHN325SA16 / SOLAR EDGE - SE7800A-US
- 1.3.5 PV EQUIPMENT GROUNDING
- 1.3.6 PV SYSTEM WIRING TO A ROOF-MOUNTED JUNCTION BOX
- 1.3.7 PV LOAD CENTERS (IF INCLUDED)
- 1.3.8 PV METERING/MONITORING (IF INCLUDED)
- 1.3.9 PV DISCONNECTS
- 1.3.10 PV FINAL COMMISSIONING
- 1.3.11 (E) ELECTRICAL EQUIPMENT RETROFIT FOR PV
- 1.3.12 SIGNAGE PLACED IN ACCORDANCE WITH LOCAL BUILDING CODE

SCOPE OF WORK:

SYSTEM SIZE: STC: 20 x 325W = 6.500kW
 PTC: 20 x 306.5W = 6.130kW/DC
 (20) PANASONIC VBHN325SA16
 (1) SOLAR EDGE SE7800A-US (240V)

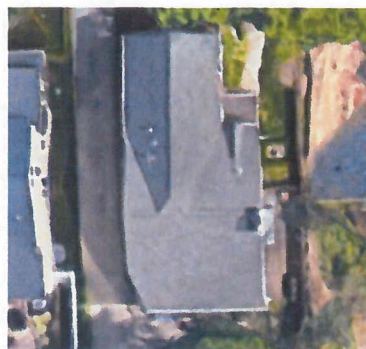
ATTACHMENT TYPE: IRONRIDGE FLASHFOOT2

MSP UPGRADE: NO

NEW PV SYSTEM: 6.500 kWp

WEISBERG RESIDENCE

651 W FRANK ST
 BIRMINGHAM, MI 48009
 ASSESSOR'S #: 081936153006



01

AERIAL PHOTO

NOT TO SCALE

W FRANK ST

02

PLAT MAP

NOT TO SCALE



SHEET LIST

SHEET NUMBER	SHEET TITLE
T-001	COVER PAGE
G-001	NOTES
A-101	SITE PLAN
A-102	ELECTRICAL PLAN
A-103	SOLAR ATTACHMENT PLAN
E-601	LINE DIAGRAM
E-602	DESIGN TABLES
E-603	PLACARDS
S-501	ASSEMBLY DETAILS
R-001	RESOURCE DOCUMENT
R-002	RESOURCE DOCUMENT
R-003	RESOURCE DOCUMENT
R-004	RESOURCE DOCUMENT
R-005	RESOURCE DOCUMENT

PROJECT INFORMATION

OWNER
 NAME: MICHAEL WEISBERG

PROJECT MANAGER
 NAME: DREW BARTOSIK
 PHONE: (248) 760-3184

CONTRACTOR
 NAME: STRAWBERRY SOLAR
 PHONE: (248) 760-3184

AUTHORITIES HAVING JURISDICTION
 BUILDING: BIRMINGHAM BUILDING & PLANNING
 ZONING: BIRMINGHAM BUILDING & PLANNING
 UTILITY: DTE ENERGY

DESIGN SPECIFICATIONS
 OCCUPANCY: II
 CONSTRUCTION: SINGLE-FAMILY
 ZONING: RESIDENTIAL GRID-TIED
 GROUND SNOW LOAD: 25 PSF
 WIND EXPOSURE: B
 WIND SPEED: 115 MPH

APPLICABLE CODES & STANDARDS
 BUILDING: MICHIGAN BUILDING CODE 2015,
 MICHIGAN RESIDENTIAL CODE 2015
 ELECTRICAL: NEC 2017
 FIRE: IFC 2015



CONTRACTOR

STRAWBERRY SOLAR

PHONE: (248) 760-3184
 ADDRESS: 4444 2ND AVE
 DETROIT, MI 48201

LIC. NO.: 6113290
 HIC. NO.:
 ELE. NO.:

UNAUTHORIZED USE OF THIS
 DRAWING SET WITHOUT WRITTEN
 PERMISSION FROM CONTRACTOR IS IN
 VIOLATION OF U.S. COPYRIGHT LAWS
 AND WILL BE SUBJECT TO CIVIL
 DAMAGES AND PROSECUTIONS

NEW PV SYSTEM: 6.500 kW

WEISBERG RESIDENCE

651 W FRANK ST
 BIRMINGHAM, MI 48009
 APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

COVER PAGE

DATE: 05.05.2019

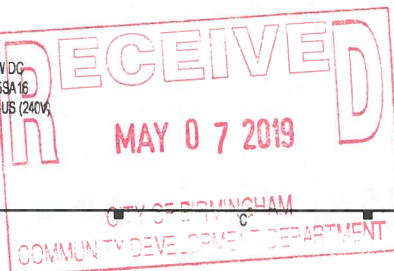
DESIGN BY: A.T.

CHECKED BY:

REVISIONS

T-001.00

(SHEET 1)



	A	B	C	D	E	F	G	H
2.1.1	SITE NOTES:			2.4.9	THE GROUNDING ELECTRODE SYSTEM COMPLIES WITH NEC 690.47 AND NEC 250.50 THROUGH 250.106. IF EXISTING SYSTEM IS INACCESSIBLE, OR INADEQUATE, A GROUNDING ELECTRODE SYSTEM PROVIDED ACCORDING TO NEC 250, NEC 690.47 AND AHJ.	2.7.5	PV WIRE BLACK WIRE MAY BE FIELD-MARKED WHITE [NEC 200.6 (A)(6)].	
2.1.2	A LADDER WILL BE IN PLACE FOR INSPECTION IN COMPLIANCE WITH OSHA REGULATIONS.					2.7.6	MODULE WIRING SHALL BE LOCATED AND SECURED UNDER THE ARRAY.	
2.1.3	THE PV MODULES ARE CONSIDERED NON-COMBUSTIBLE AND THIS SYSTEM IS A UTILITY INTERACTIVE SYSTEM WITH NO STORAGE BATTERIES.			2.4.10		2.7.7	ACCORDING TO NEC 200.7, UNGROUNDED SYSTEMS DC CONDUCTORS COLORED OR MARKED AS FOLLOWS:	
2.1.4	THE SOLAR PV INSTALLATION WILL NOT OBSTRUCT ANY PLUMBING, MECHANICAL, OR BUILDING ROOF VENTS.				DC PV ARRAYS SHALL BE PROVIDED WITH DC GROUND-FAULT PROTECTION MEETING THE REQUIREMENTS OF 690.41(B)(1) AND (2) TO REDUCE FIRE HAZARDS		DC POSITIVE- RED, OR OTHER COLOR EXCLUDING WHITE, GREY AND GREEN	
2.1.5	PROPER ACCESS AND WORKING CLEARANCE AROUND EXISTING AND PROPOSED ELECTRICAL EQUIPMENT WILL BE PROVIDED AS PER SECTION NEC 110.26.			2.5.1			DC NEGATIVE- BLACK, OR OTHER COLOR EXCLUDING WHITE, GREY AND GREEN	
2.1.6	ROOF COVERINGS SHALL BE DESIGNED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THIS CODE AND THE APPROVED MANUFACTURER'S INSTRUCTIONS SUCH THAT THE ROOF COVERING SERVES TO PROTECT THE BUILDING OR STRUCTURE.			2.5.2		2.7.8	AC CONDUCTORS COLORED OR MARKED AS FOLLOWS:	
2.2.1	EQUIPMENT LOCATIONS			2.5.3	THE SUM OF THE UTILITY OCPD AND INVERTER CONTINUOUS OUTPUT MAY NOT EXCEED 120% OF BUSBAR RATING [NEC 705.12(B)(2)(3)].		PHASE A OR L1- BLACK	
2.2.2	ALL EQUIPMENT SHALL MEET MINIMUM SETBACKS AS REQUIRED BY NEC 110.26.			2.5.4			PHASE B OR L2- RED, OR OTHER CONVENTION IF THREE PHASE	
2.2.3	WIRING SYSTEMS INSTALLED IN DIRECT SUNLIGHT MUST BE RATED FOR EXPECTED OPERATING TEMPERATURE AS SPECIFIED BY NEC 690.31 (A),(C) AND NEC TABLES 310.15 (B)(2)(A) AND 310.15 (B)(3)(C).						PHASE C OR L3- BLUE, YELLOW, ORANGE*, OR OTHER CONVENTION	
2.2.3	JUNCTION AND PULL BOXES PERMITTED INSTALLED UNDER PV MODULES ACCORDING TO NEC 690.34.			2.5.5	THE SUM OF 125 PERCENT OF THE POWER SOURCE(S) OUTPUT CIRCUIT CURRENT AND THE RATING OF THE OVERCURRENT DEVICE PROTECTING THE BUSBAR SHALL NOT EXCEED 120 PERCENT OF THE AMPACITY OF THE BUSBAR, PV DEDICATED BACKFEED BREAKERS MUST BE LOCATED OPPOSITE END OF THE BUS FROM THE UTILITY SOURCE OCPD [NEC 705.12(B)(2)(3)].		NEUTRAL- WHITE OR GREY	
2.2.4	ADDITIONAL AC DISCONNECT(S) SHALL BE PROVIDED WHERE THE INVERTER IS NOT WITHIN SIGHT OF THE AC SERVICING DISCONNECT.			2.5.6			* IN 4-WIRE DELTA CONNECTED SYSTEMS THE PHASE WITH HIGHER VOLTAGE TO BE MARKED ORANGE [NEC 110.15].	
2.2.5	ALL EQUIPMENT SHALL BE INSTALLED ACCESSIBLE TO QUALIFIED PERSONNEL ACCORDING TO NEC APPLICABLE CODES.			2.5.7				
2.2.6	ALL COMPONENTS ARE LISTED FOR THEIR PURPOSE AND RATED FOR OUTDOOR USAGE WHEN APPROPRIATE.			2.5.8	FEEDER TAP INTERCONNECTION (LOAD SIDE) ACCORDING TO NEC 705.12 (B)(2)(1)			
2.3.1	STRUCTURAL NOTES:			2.6.1				
2.3.2	RACKING SYSTEM & PV ARRAY WILL BE INSTALLED ACCORDING TO CODE-COMPLIANT INSTALLATION MANUAL. TOP CLAMPS REQUIRE A DESIGNATED SPACE BETWEEN MODULES, AND RAILS MUST ALSO EXTEND A MINIMUM DISTANCE BEYOND EITHER EDGE OF THE ARRAY/SUBARRAY, ACCORDING TO RAIL MANUFACTURER'S INSTRUCTIONS.			2.6.2				
2.3.3	JUNCTION BOX WILL BE INSTALLED PER MANUFACTURERS' SPECIFICATIONS. IF ROOF-PENETRATING TYPE, IT SHALL BE FLASHED & SEALED PER LOCAL REQUIREMENTS.			2.6.3	DISCONNECTING SWITCHES SHALL BE WIRED SUCH THAT WHEN THE SWITCH IS OPENED THE CONDUCTORS REMAINING ENERGIZED ARE CONNECTED TO THE TERMINALS MARKED "LINE SIDE" (TYPICALLY THE UPPER TERMINALS). DISCONNECTS TO BE ACCESSIBLE TO QUALIFIED UTILITY PERSONNEL, BE LOCKABLE, AND BE A VISIBLE-BREAK SWITCH.			
2.3.4	ROOFTOP PENETRATIONS FOR PV RACEWAY WILL BE COMPLETED AND SEALED W/ APPROVED CHEMICAL SEALANT PER CODE BY A LICENSED CONTRACTOR.			2.6.4				
2.3.5	ALL PV RELATED ROOF ATTACHMENTS TO BE SPACED NO GREATER THAN THE SPAN DISTANCE SPECIFIED BY THE RACKING MANUFACTURER.			2.6.5				
2.3.6	WHEN POSSIBLE, ALL PV RELATED RACKING ATTACHMENTS WILL BE STAGGERED AMONGST THE ROOF FRAMING MEMBERS.			2.6.6	BOTH POSITIVE AND NEGATIVE PV CONDUCTORS ARE UNGROUNDED. THEREFORE BOTH MUST OPEN WHERE A DISCONNECT IS REQUIRED, ACCORDING TO NEC 690.13.			
2.4.1	GROUNDING NOTES:			2.6.7				
2.4.2	GROUNDING SYSTEM COMPONENTS SHALL BE LISTED FOR THEIR PURPOSE, AND GROUNDING DEVICES EXPOSED TO THE ELEMENTS SHALL BE RATED FOR SUCH USE.			2.6.8				
2.4.3	PV SYSTEMS REQUIRE AN EQUIPMENT GROUNDING CONDUCTOR. ALL METAL ELECTRICAL EQUIPMENT AND STRUCTURAL COMPONENTS BONDED TO GROUND, IN ACCORDANCE WITH 250.134 OR 250.136(A). ONLY THE DC CONDUCTORS ARE UNGROUNDED.			2.6.9	ISOLATING DEVICES OR EQUIPMENT DISCONNECTING MEANS SHALL BE INSTALLED IN CIRCUITS CONNECTED TO EQUIPMENT AT A LOCATION WITHIN THE EQUIPMENT, OR WITHIN SIGHT AND WITHIN 10 FT OF THE EQUIPMENT. AN EQUIPMENT DISCONNECTING MEANS SHALL BE PERMITTED TO BE REMOTE FROM THE EQUIPMENT WHERE THE EQUIPMENT DISCONNECTING MEANS CAN BE REMOTELY OPERATED FROM WITHIN 10 FT OF THE EQUIPMENT, ACCORDING TO NEC 690.15 (A).			
2.4.4	PV EQUIPMENT SHALL BE GROUNDED ACCORDING TO NEC 690.43 AND MINIMUM NEC TABLE 250.122.			2.7.1				
2.4.5	METAL PARTS OF MODULE FRAMES, MODULE RACKING, AND ENCLOSURE CONSIDERED GROUNDED IN ACCORD WITH 250.134 AND 250.136(A).			2.7.2				
2.4.6	EACH MODULE WILL BE GROUNDED USING WEEB GROUNDING CLIPS AS SHOWN IN MANUFACTURER DOCUMENTATION AND APPROVED BY THE AHJ. IF WEEBS ARE NOT USED, MODULE GROUNDING LUGS MUST BE INSTALLED AT THE SPECIFIED GROUNDING LUG HOLES PER THE MANUFACTURERS' INSTALLATION REQUIREMENTS.			2.7.3	WIRING & CONDUIT NOTES:			
2.4.7	THE GROUNDING CONNECTION TO A MODULE SHALL BE ARRANGED SUCH THAT THE REMOVAL OF A MODULE DOES NOT INTERRUPT A GROUNDING CONDUCTOR TO ANOTHER MODULE.			2.7.4				
2.4.8	GROUNDING AND BONDING CONDUCTORS, IF INSULATED, SHALL BE COLORED GREEN OR MARKED GREEN IF #4 AWG OR LARGER [NEC 250.119]							



CONTRACTOR

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DAMAGES AND PROSECUTIONS

NEW PV SYSTEM: 6.500 KW

WEISBERG RESIDENCE

651 W FRANK ST
BIRMINGHAM, MI 48009
APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

NOTES

DATE: 05.05.2019

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(SHEET 2)

NOTE:
THE VISIBLE LOCKABLE LABELED AC DISCONNECT IS
LOCATED WITHIN 5 FT. OF METER

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. ITEMS BELOW MAY NOT BE ON THIS PAGE

----- PROPERTY LINE



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ENGINEER OF RECORD

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SITE PLAN

DATE: 05.05.2019

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(SHEET 3)

W FRANK ST

ENTRANCE

81'-3"

METER

11'-1"

AREA OF WORK

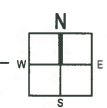
11'-8"

AC DISCONNECT
INVERTER

59'-3"

01 SITE PLAN
1/16" = 1'-0"

0 8' 16'



GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
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PAPER SIZE: 11" x 17" (ANSI B)

ELECTRICAL PLAN

DATE: 05.05.2019

DESIGN BY: A.T.

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(SHEET 4)

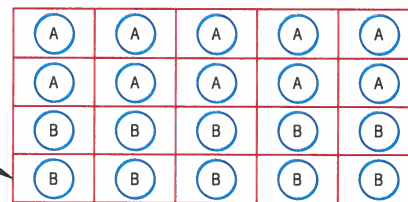
ARRAY 1 - 6.500 KW
[x20] (N) MODULES
TILT: 25 DEGREES
ROOF PITCH: 6:12
AZIMUTH: 150 DEGREES

(N) (1) JUNCTION BOX

(E) (1) METER

(A) MODULE STRINGING

(B) MODULE STRINGING



INTERIOR PV EQUIPMENT

(E) (1) MAIN ELECTRICAL PANEL

EXTERIOR PV EQUIPMENT

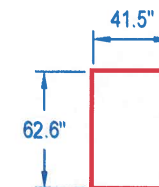
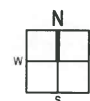
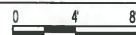
(N) (1) AC DISCONNECT

(N) (1) INVERTER

01

ELECTRICAL PLAN

1/8" = 1'



MODULE:
PANASONIC
VBHN325SA16
325 WATTS



GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. ITEMS BELOW MAY NOT BE ON THIS PAGE

--- ROOF TRUSSES

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SOLAR ATTACHMENT PLAN

DATE: 05.05.2019

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(SHEET 5)

FLUSH MOUNT SOLAR MODULES
ATTACHED TO ROOF SURFACE (SEE
SHEET S-501 FOR MOUNTING DETAILS)

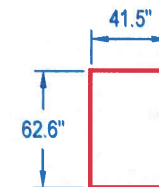
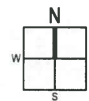
ROOF MATERIAL IS 1 LAYER ASPHALT SHINGLE

01

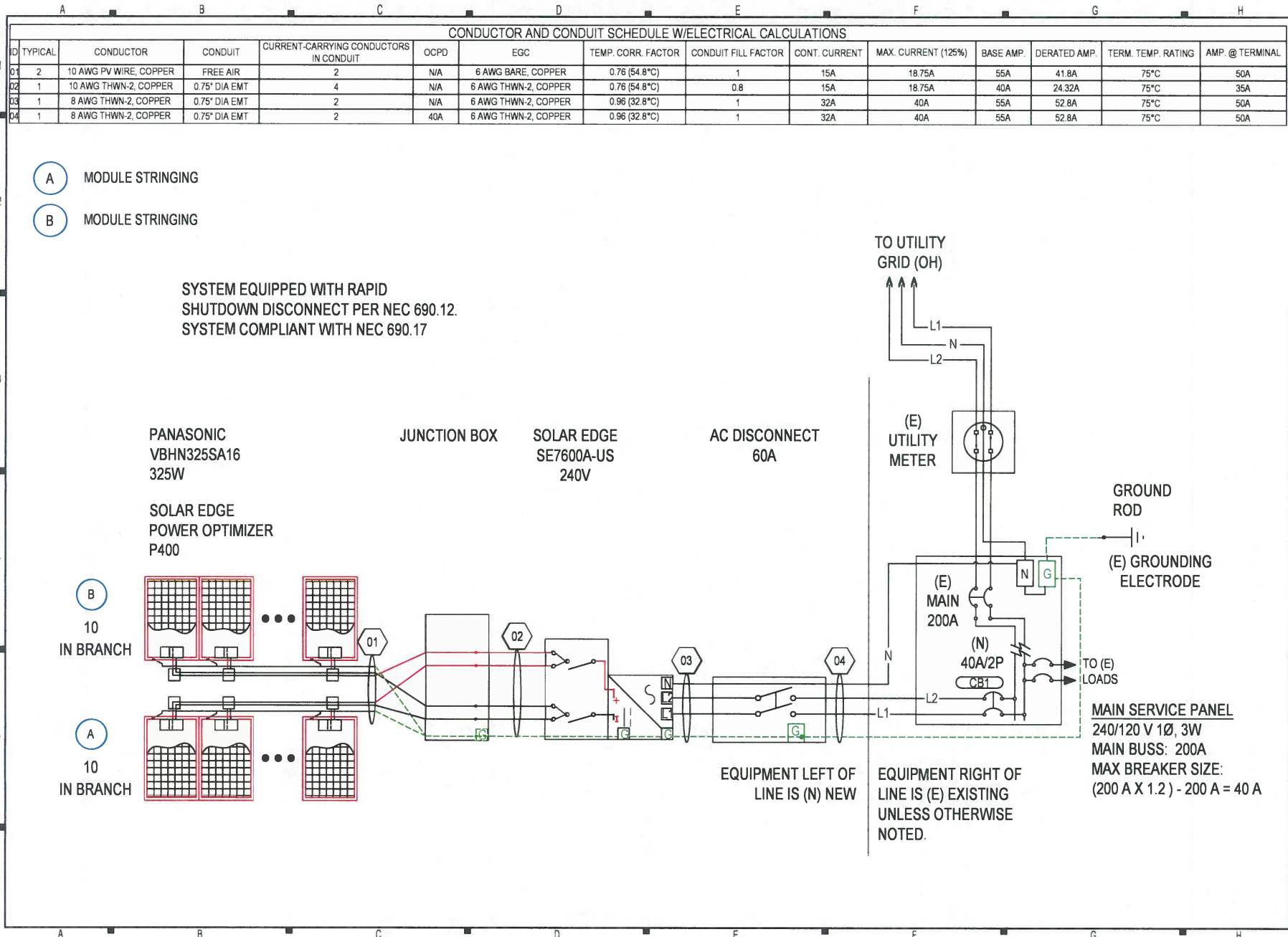
SOLAR ATTACHMENT PLAN

1/8" = 1'

0 4' 8'



MODULE:
PANASONIC
VBHN325SA16
325 WATTS



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LINE DIAGRAM

DATE: 05.05.2019

DESIGN BY: A.T.

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(SHEET 6)



SYSTEM SUMMARY		
	STRING #1	STRING #2
POWERBOX MAX OUTPUT CURRENT	15A	15A
OPTIMIZERS IN SERIES	10	10
NOMINAL STRING VOLTAGE	350V	350V
ARRAY OPERATING CURRENT	9.29A	9.29A
ARRAY STC POWER	6,500W	
ARRAY PTC POWER	6,130W	
MAX AC CURRENT	32A	
MAX AC POWER	8,350W	
DERATED (CEC) AC POWER	5,905W	

DESIGN TEMPERATURES	
ASHRAE EXTREME LOW	22°C (-7.6°F), SOURCE: DETROIT CITY (42.41°,-83.01°)
ASHRAE 2% HIGH	32.8°C (91°F), SOURCE: DETROIT CITY (42.41°,-83.01°)

MODULES									
REF.	QTY.	MAKE AND MODEL	P _{MAX}	P _{TC}	I _{SC}	I _{MP}	V _{OC}	V _{MP}	TEMP. COEFF. OF V _{OC}
PM1-20	20	PANASONIC VBHN325SA16	325W	306.5W	6.03A	5.65A	69.6V	57.6V	-0.16V/°C (-0.23%/°C)
								FUSE RATING	
								15A	

POWER OPTIMIZERS						
REF.	QTY.	MODEL	RATED INPUT POWER	MAX OUTPUT CURRENT	MAX INPUT ISC	MAX DC VOLTAGE
PO1-20	20	SOLAR EDGE P400	400W	15A	10.1A	80V
						WEIGHTED EFFICIENCY
						98.8%

INVERTERS									
REF.	QTY.	MAKE AND MODEL	AC VOLTAGE	GROUND	OC _{PD} RATING	RATED POWER	MAX OUTPUT CURRENT	MAX INPUT CURRENT	MAX INPUT VOLTAGE
I1	1	SOLAR EDGE SE7600A-US (240V)	240V	FLOATING	40A	7600W	32A	23A	500V
								CEC WEIGHTED EFFICIENCY	
								97.5%	

DISCONNECTS				OCPDS			
REF.	QTY.	MAKE AND MODEL	RATED CURRENT	MAX RATED VOLTAGE	REF.	QTY.	RATED CURRENT
SW1	1	SQUARE D DU222RB OR EQUIV.	60A	240VAC	CB1	1	40A
				MAX VOLTAGE			
				240VAC			

BILL OF MATERIALS							
CATEGORY	MAKE	MODEL NUMBER	REF.	QTY.	UNIT	QTY/UNIT	DESCRIPTION
MODULE	PANASONIC	VBHN325SA16	PM1-20	20	PIECES	1	PANASONIC VBHN325SA16 325W 96 CELLS, MONOCRYSTALLINE SILICON
INVERTER	SOLAR EDGE	SE7600A-US (240V)	I1	1	PIECE	1	SOLAR EDGE SE7600A-US (240V) 7600W INVERTER
MODULE OPTIMIZER	SOLAR EDGE	P400	PO1-20	20	PIECES	1	SOLAR EDGE P400 OPTIMIZER (REQUIRED PART OF INVERTER'S DISTRIBUTED DC ARCHITECTURE)
DISCONNECT	SQUARE D	DU222RB	SW1	1	PIECE	1	SQUARE D DU222RB, 2-POLE, 60A, 240VAC OR EQUIVALENT
WIRING		GEN-10-AWG-PV-WIRE-CU	WR1	180	FEET	1	10 AWG PV WIRE, COPPER (POSITIVE AND NEGATIVE)
WIRING		GEN-6-AWG-BARE-CU	WR1	90	FEET	1	6 AWG BARE, COPPER (GROUND)
WIRING		GEN-10-AWG-THWN-2-CU-RD	WR2	40	FEET	1	10 AWG THWN-2, COPPER, RED (POSITIVE)
WIRING		GEN-10-AWG-THWN-2-CU-BLK	WR2	40	FEET	1	10 AWG THWN-2, COPPER, BLACK (NEGATIVE)
WIRING		GEN-8-AWG-THWN-2-CU-RD	WR3-4	20	FEET	1	8 AWG THWN-2, COPPER, RED (LINE 1)
WIRING		GEN-8-AWG-THWN-2-CU-BLK	WR3-4	20	FEET	1	8 AWG THWN-2, COPPER, BLACK (LINE 2)
WIRING		GEN-8-AWG-THWN-2-CU-WH	WR3-4	20	FEET	1	8 AWG THWN-2, COPPER, WHITE (NEUTRAL)
WIRING		GEN-6-AWG-THWN-2-CU-GR	WR2-4	60	FEET	1	6 AWG THWN-2, COPPER, GREEN (GROUND)
WIREWAY		GEN-EMT-0.75" DIA	WW2-4	40	FEET	1	EMT CONDUIT, 0.75" DIA
OCPD	GENERIC MANUFACTURER	GEN-CB-40A-240VAC	CB1	1	PIECE	1	CIRCUIT BREAKER, 40A, 240VAC
TRANSITION BOX	GENERIC MANUFACTURER	GEN-AWB-TB-4-4X	JB1	1	PIECE	1	TRANSITION/PASS-THROUGH BOX, WITH 4 TERMINAL BLOCKS

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NEW PV SYSTEM: 6.500 KW

WEISBERG RESIDENCE

651 W FRANK ST
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APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

DESIGN TABLES

DATE: 05.05.2019

DESIGN BY: A.T.

CHECKED BY:

REVISIONS

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(SHEET 7)

APPROVED

PAA 19-0052

5/9/19



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WEISBERG
RESIDENCE651 W FRANK ST
BIRMINGHAM, MI 48009
APN: 081936153006

ENGINEER OF RECORD

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COVER PAGE

DATE: 05.05.2019

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(SHEET 1)

GENERAL NOTES

- 1.1.1 PROJECT NOTES:
- 1.1.2 THIS PHOTOVOLTAIC (PV) SYSTEM SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (NEC) ARTICLE 690, ALL MANUFACTURER'S LISTING AND INSTALLATION INSTRUCTIONS, AND THE RELEVANT CODES AS SPECIFIED BY THE AUTHORITY HAVING JURISDICTION'S (AHJ) APPLICABLE CODES.
- 1.1.3 THE UTILITY INTERCONNECTION APPLICATION MUST BE APPROVED AND PV SYSTEM INSPECTED PRIOR TO PARALLEL OPERATION
- 1.1.4 ALL PV SYSTEM COMPONENTS, MODULES, UTILITY-INTERACTIVE INVERTERS, AND SOURCE CIRCUIT COMBINER BOXES ARE IDENTIFIED AND LISTED FOR USE IN PHOTOVOLTAIC SYSTEMS AS REQUIRED BY NEC 690.4: PV MODULES: UL 1703, IEC61730, AND IEC61215, AND NFPA 70 CLASS C FIRE INVERTERS: UL 1741 CERTIFIED, IEEE 1547, 929, 519 COMBINER BOX(ES): UL 1703 OR UL 1741 ACCESSORY
- 1.1.5 MAX DC VOLTAGE CALCULATED USING MANUFACTURER PROVIDED TEMP COEFFICIENT FOR VOC. IF UNAVAILABLE, MAX DC VOLTAGE CALCULATED ACCORDING TO NEC 690.7.
- 1.1.6 ALL INVERTERS, PHOTOVOLTAIC MODULES, PHOTOVOLTAIC PANELS, AND SOURCE CIRCUIT COMBINERS INTENDED FOR USE IN A PHOTOVOLTAIC POWER SYSTEM WILL BE IDENTIFIED AND LISTED FOR THE APPLICATION PER 690.4 (D). SHALL BE INSTALLED ACCORDING TO ANY INSTRUCTIONS FROM LISTING OR LABELING [NEC 110.3].
- 1.1.7 ALL SIGNAGE TO BE PLACED IN ACCORDANCE WITH LOCAL BUILDING CODE. IF EXPOSED TO SUNLIGHT, IT SHALL BE UV RESISTANT. ALL PLAQUES AND SIGNAGE WILL BE INSTALLED AS REQUIRED BY THE NEC AND AHJ.
- 1.2.1 SCOPE OF WORK:
- 1.2.2 PRIME CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SPECIFICATIONS OF THE GRID-TIED PHOTOVOLTAIC SYSTEM RETROFIT. PRIME CONTRACTOR WILL BE RESPONSIBLE FOR COLLECTING EXISTING ON-SITE REQUIREMENTS TO DESIGN, SPECIFY, AND INSTALL THE EXTERIOR ROOF-MOUNTED PORTION OF THE PHOTOVOLTAIC SYSTEMS DETAILED IN THIS DOCUMENT.
- 1.3.1 WORK INCLUDES:
- 1.3.2 PV ROOF ATTACHMENTS - IRONRIDGE FLASHFOOT2
- 1.3.3 PV RACKING SYSTEM INSTALLATION - IRONRIDGE XR100
- 1.3.4 PV MODULE AND INVERTER INSTALLATION - PANASONIC VBHN325SA16 / SOLAR EDGE - SE7800A-US
- 1.3.5 PV EQUIPMENT GROUNDING
- 1.3.6 PV SYSTEM WIRING TO A ROOF-MOUNTED JUNCTION BOX
- 1.3.7 PV LOAD CENTERS (IF INCLUDED)
- 1.3.8 PV METERING/MONITORING (IF INCLUDED)
- 1.3.9 PV DISCONNECTS
- 1.3.10 PV FINAL COMMISSIONING
- 1.3.11 (E) ELECTRICAL EQUIPMENT RETROFIT FOR PV
- 1.3.12 SIGNAGE PLACED IN ACCORDANCE WITH LOCAL BUILDING CODE

SCOPE OF WORK:

SYSTEM SIZE:

STC: 20 x 325W = 6.500kW
PTC: 20 x 306.5W = 6.130kW DC
(20) PANASONIC VBHN325SA16
(1) SOLAR EDGE SE7800A-US (240V)

ATTACHMENT TYPE: IRONRIDGE FLASHFOOT2

MSP UPGRADE: NO

NEW PV SYSTEM: 6.500 kWp
WEISBERG RESIDENCE651 W FRANK ST
BIRMINGHAM, MI 48009
ASSESSOR'S #: 081936153006

01

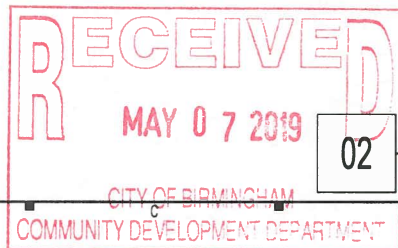
AERIAL PHOTO

NOT TO SCALE

W FRANK ST

PLAT MAP

NOT TO SCALE



CITY OF BIRMINGHAM

COMMUNITY DEVELOPMENT DEPARTMENT

A	B	C	D	E	F	G	H
2.1.1	SITE NOTES: A LADDER WILL BE IN PLACE FOR INSPECTION IN COMPLIANCE WITH OSHA REGULATIONS. THE PV MODULES ARE CONSIDERED NON-COMBUSTIBLE AND THIS SYSTEM IS A UTILITY INTERACTIVE SYSTEM WITH NO STORAGE BATTERIES. THE SOLAR PV INSTALLATION WILL NOT OBSTRUCT ANY PLUMBING, MECHANICAL, OR BUILDING ROOF VENTS. PROPER ACCESS AND WORKING CLEARANCE AROUND EXISTING AND PROPOSED ELECTRICAL EQUIPMENT WILL BE PROVIDED AS PER SECTION NEC 110.26 ROOF COVERINGS SHALL BE DESIGNED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THIS CODE AND THE APPROVED MANUFACTURER'S INSTRUCTIONS SUCH THAT THE ROOF COVERING SERVES TO PROTECT THE BUILDING OR STRUCTURE.	2.4.9	THE GROUNDING ELECTRODE SYSTEM COMPLIES WITH NEC 690.47 AND NEC 250.50 THROUGH 250.106. IF EXISTING SYSTEM IS INACCESSIBLE, OR INADEQUATE, A GROUNDING ELECTRODE SYSTEM PROVIDED ACCORDING TO NEC 250, NEC 690.47 AND AHJ. DC PV ARRAYS SHALL BE PROVIDED WITH DC GROUND-FAULT PROTECTION MEETING THE REQUIREMENTS OF 690.41(B)(1) AND (2) TO REDUCE FIRE HAZARDS	2.7.5	PV WIRE BLACK WIRE MAY BE FIELD-MARKED WHITE [NEC 200.6 (A)(6)]. MODULE WIRING SHALL BE LOCATED AND SECURED UNDER THE ARRAY. ACCORDING TO NEC 200.7, UNGROUNDED SYSTEMS DC CONDUCTORS COLORED OR MARKED AS FOLLOWS: DC POSITIVE- RED, OR OTHER COLOR EXCLUDING WHITE, GREY AND GREEN DC NEGATIVE- BLACK, OR OTHER COLOR EXCLUDING WHITE, GREY AND GREEN AC CONDUCTORS COLORED OR MARKED AS FOLLOWS: PHASE A OR L1- BLACK PHASE B OR L2- RED, OR OTHER CONVENTION IF THREE PHASE PHASE C OR L3- BLUE, YELLOW, ORANGE*, OR OTHER CONVENTION NEUTRAL- WHITE OR GREY * IN 4-WIRE DELTA CONNECTED SYSTEMS THE PHASE WITH HIGHER VOLTAGE TO BE MARKED ORANGE [NEC 110.15].		
2.1.2		2.4.10		2.7.6			
2.1.3		2.5.1		2.7.7			
2.1.4		2.5.2					
2.1.5		2.5.3					
2.1.6	EQUIPMENT LOCATIONS ALL EQUIPMENT SHALL MEET MINIMUM SETBACKS AS REQUIRED BY NEC 110.26 WIRING SYSTEMS INSTALLED IN DIRECT SUNLIGHT MUST BE RATED FOR EXPECTED OPERATING TEMPERATURE AS SPECIFIED BY NEC 690.31 (A),(C) AND NEC TABLES 310.15 (B)(2)(A) AND 310.15 (B)(3)(C). JUNCTION AND PULL BOXES PERMITTED INSTALLED UNDER PV MODULES ACCORDING TO NEC 690.34. ADDITIONAL AC DISCONNECT(S) SHALL BE PROVIDED WHERE THE INVERTER IS NOT WITHIN SIGHT OF THE AC SERVICING DISCONNECT. ALL EQUIPMENT SHALL BE INSTALLED ACCESSIBLE TO QUALIFIED PERSONNEL ACCORDING TO NEC APPLICABLE CODES. ALL COMPONENTS ARE LISTED FOR THEIR PURPOSE AND RATED FOR OUTDOOR USAGE WHEN APPROPRIATE.	2.5.4	INTERCONNECTION NOTES: LOAD-SIDE INTERCONNECTION SHALL BE IN ACCORDANCE WITH [NEC 705.12 (B)] THE SUM OF THE UTILITY OCPD AND INVERTER CONTINUOUS OUTPUT MAY NOT EXCEED 120% OF BUSBAR RATING [NEC 705.12(B)(2)(3)]. THE SUM OF 125 PERCENT OF THE POWER SOURCE(S) OUTPUT CIRCUIT CURRENT AND THE RATING OF THE OVERCURRENT DEVICE PROTECTING THE BUSBAR SHALL NOT EXCEED 120 PERCENT OF THE AMPACITY OF THE BUSBAR, PV DEDICATED BACKFEED BREAKERS MUST BE LOCATED OPPOSITE END OF THE BUS FROM THE UTILITY SOURCE OCPD [NEC 705.12(B)(2)(3)]. AT MULTIPLE ELECTRIC POWER SOURCES OUTPUT COMBINER PANEL, TOTAL RATING OF ALL OVERCURRENT DEVICES SHALL NOT EXCEED AMPACITY OF BUSBAR. HOWEVER, THE COMBINED OVERCURRENT DEVICE MAY BE EXCLUDED ACCORDING TO NEC 705.12 (B)(2)(3)(C). FEEDER TAP INTERCONNECTION (LOAD SIDE) ACCORDING TO NEC 705.12 (B)(2)(1) SUPPLY SIDE TAP INTERCONNECTION ACCORDING TO NEC 705.12 (A) WITH SERVICE ENTRANCE CONDUCTORS IN ACCORDANCE WITH NEC 230.42 BACKFEEDING BREAKER FOR ELECTRIC POWER SOURCES OUTPUT IS EXEMPT FROM ADDITIONAL FASTENING [NEC 705.12 (B)(5)].	2.7.8			
2.2.1		2.5.5					
2.2.2		2.5.6					
2.2.3		2.5.7					
2.2.4		2.5.8					
2.3.1	STRUCTURAL NOTES: RACKING SYSTEM & PV ARRAY WILL BE INSTALLED ACCORDING TO CODE-COMPLIANT INSTALLATION MANUAL. TOP CLAMPS REQUIRE A DESIGNATED SPACE BETWEEN MODULES, AND RAILS MUST ALSO EXTEND A MINIMUM DISTANCE BEYOND EITHER EDGE OF THE ARRAY/SUBARRAY, ACCORDING TO RAIL MANUFACTURER'S INSTRUCTIONS. JUNCTION BOX WILL BE INSTALLED PER MANUFACTURERS' SPECIFICATIONS. IF ROOF-PENETRATING TYPE, IT SHALL BE FLASHED & SEALED PER LOCAL REQUIREMENTS. ROOFTOP PENETRATIONS FOR PV RACEWAY WILL BE COMPLETED AND SEALED W/ APPROVED CHEMICAL SEALANT PER CODE BY A LICENSED CONTRACTOR. ALL PV RELATED ROOF ATTACHMENTS TO BE SPACED NO GREATER THAN THE SPAN DISTANCE SPECIFIED BY THE RACKING MANUFACTURER. WHEN POSSIBLE, ALL PV RELATED RACKING ATTACHMENTS WILL BE STAGGERED AMONGST THE ROOF FRAMING MEMBERS.	2.6.1	DISCONNECTION AND OVER-CURRENT PROTECTION NOTES: DISCONNECTING SWITCHES SHALL BE WIRED SUCH THAT WHEN THE SWITCH IS OPENED THE CONDUCTORS REMAINING ENERGIZED ARE CONNECTED TO THE TERMINALS MARKED "LINE SIDE" (TYPICALLY THE UPPER TERMINALS). DISCONNECTS TO BE ACCESSIBLE TO QUALIFIED UTILITY PERSONNEL, BE LOCKABLE, AND BE A VISIBLE-BREAK SWITCH. BOTH POSITIVE AND NEGATIVE PV CONDUCTORS ARE UNGROUNDED. THEREFORE BOTH MUST OPEN WHERE A DISCONNECT IS REQUIRED, ACCORDING TO NEC 690.13. ISOLATING DEVICES OR EQUIPMENT DISCONNECTING MEANS SHALL BE INSTALLED IN CIRCUITS CONNECTED TO EQUIPMENT AT A LOCATION WITHIN THE EQUIPMENT, OR WITHIN SIGHT AND WITHIN 10 FT OF THE EQUIPMENT. AN EQUIPMENT DISCONNECTING MEANS SHALL BE PERMITTED TO BE REMOTE FROM THE EQUIPMENT WHERE THE EQUIPMENT DISCONNECTING MEANS CAN BE REMOTELY OPERATED FROM WITHIN 10 FT OF THE EQUIPMENT, ACCORDING TO NEC 690.15 (A). PV SYSTEM CIRCUITS INSTALLED ON OR IN BUILDINGS SHALL INCLUDE A RAPID SHUTDOWN FUNCTION TO REDUCE SHOCK HAZARD FOR EMERGENCY RESPONDERS IN ACCORDANCE WITH 690.12(A) THROUGH (D) ALL OCPD RATINGS AND TYPES SPECIFIED ACCORDING TO NEC 690.8, 690.9, AND 240. BOTH POSITIVE AND NEGATIVE PV CONDUCTORS ARE UNGROUNDED, THEREFORE BOTH REQUIRE OVER-CURRENT PROTECTION, ACCORDING TO NEC 240.21. (SEE EXCEPTION IN NEC 690.9) IF REQUIRED BY AHJ, SYSTEM WILL INCLUDE ARC-FAULT CIRCUIT PROTECTION ACCORDING TO NEC 690.11 AND UL1699B.				
2.3.2		2.6.2					
2.3.3		2.6.3					
2.3.4		2.6.4					
2.3.5		2.6.5					
2.4.1	GROUNDING NOTES: GROUNDING SYSTEM COMPONENTS SHALL BE LISTED FOR THEIR PURPOSE, AND GROUNDING DEVICES EXPOSED TO THE ELEMENTS SHALL BE RATED FOR SUCH USE. PV SYSTEMS REQUIRE AN EQUIPMENT GROUNDING CONDUCTOR. ALL METAL ELECTRICAL EQUIPMENT AND STRUCTURAL COMPONENTS BONDED TO GROUND, IN ACCORDANCE WITH 250.134 OR 250.136(A). ONLY THE DC CONDUCTORS ARE UNGROUNDED. PV EQUIPMENT SHALL BE GROUNDED ACCORDING TO NEC 690.43 AND MINIMUM NEC TABLE 250.122. METAL PARTS OF MODULE FRAMES, MODULE RACKING, AND ENCLOSURE CONSIDERED GROUNDED IN ACCORD WITH 250.134 AND 250.136(A). EACH MODULE WILL BE GROUNDED USING WEEB GROUNDING CLIPS AS SHOWN IN MANUFACTURER DOCUMENTATION AND APPROVED BY THE AHJ. IF WEEBS ARE NOT USED, MODULE GROUNDING LUGS MUST BE INSTALLED AT THE SPECIFIED GROUNDING LUG HOLES PER THE MANUFACTURERS' INSTALLATION REQUIREMENTS. THE GROUNDING CONNECTION TO A MODULE SHALL BE ARRANGED SUCH THAT THE REMOVAL OF A MODULE DOES NOT INTERRUPT A GROUNDING CONDUCTOR TO ANOTHER MODULE. GROUNDING AND BONDING CONDUCTORS, IF INSULATED, SHALL BE COLORED GREEN OR MARKED GREEN IF #4 AWG OR LARGER [NEC 250.119]	2.6.6					
2.4.2		2.6.7					
2.4.3		2.6.8					
2.4.4		2.6.9					
2.4.5		2.7.1					
2.4.6	WIRING & CONDUIT NOTES: ALL CONDUIT AND WIRE WILL BE LISTED AND APPROVED FOR THEIR PURPOSE. CONDUIT AND WIRE SPECIFICATIONS ARE BASED ON MINIMUM CODE REQUIREMENTS AND ARE NOT MEANT TO LIMIT UP-SIZING. ALL CONDUCTORS SIZED ACCORDING TO NEC 690.8, NEC 690.7. EXPOSED PV SOURCE CIRCUITS AND OUTPUT CIRCUITS SHALL USE WIRE LISTED AND IDENTIFIED AS PHOTOVOLTAIC (PV) WIRE [690.31 (C)]. PV MODULES WIRE LEADS SHALL BE LISTED FOR USE ON PV ARRAYS, ACCORDING TO NEC 690.31 (A).	2.7.2					
2.4.7		2.7.3					
2.4.8		2.7.4					



CONTRACTOR

STRAWBERRY SOLAR

PHONE: (248) 760-3184

ADDRESS: 4444 2ND AVE
DETROIT, MI 48201

LIC. NO.: 6113290

HIC. NO.:

ELE. NO.:

UNAUTHORIZED USE OF THIS
DRAWING SET WITHOUT WRITTEN
PERMISSION FROM CONTRACTOR IS IN
VIOLATION OF U.S. COPYRIGHT LAWS
AND WILL BE SUBJECT TO CIVIL
DAMAGES AND PROSECUTIONS.

NEW PV SYSTEM: 6.500 KW

WEISBERG RESIDENCE

651 W FRANK ST
BIRMINGHAM, MI 48009
APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

NOTES

DATE: 05.05.2019

DESIGN BY: A.T.

CHECKED BY:

REVISIONS

G-001.00

(SHEET 2)

NOTE:
THE VISIBLE LOCKABLE LABELED AC DISCONNECT IS
LOCATED WITHIN 5 FT. OF METER

W FRANK ST

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. ITEMS BELOW MAY NOT BE ON THIS PAGE

----- PROPERTY LINE



CONTRACTOR

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ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

SITE PLAN

DATE: 05.05.2019

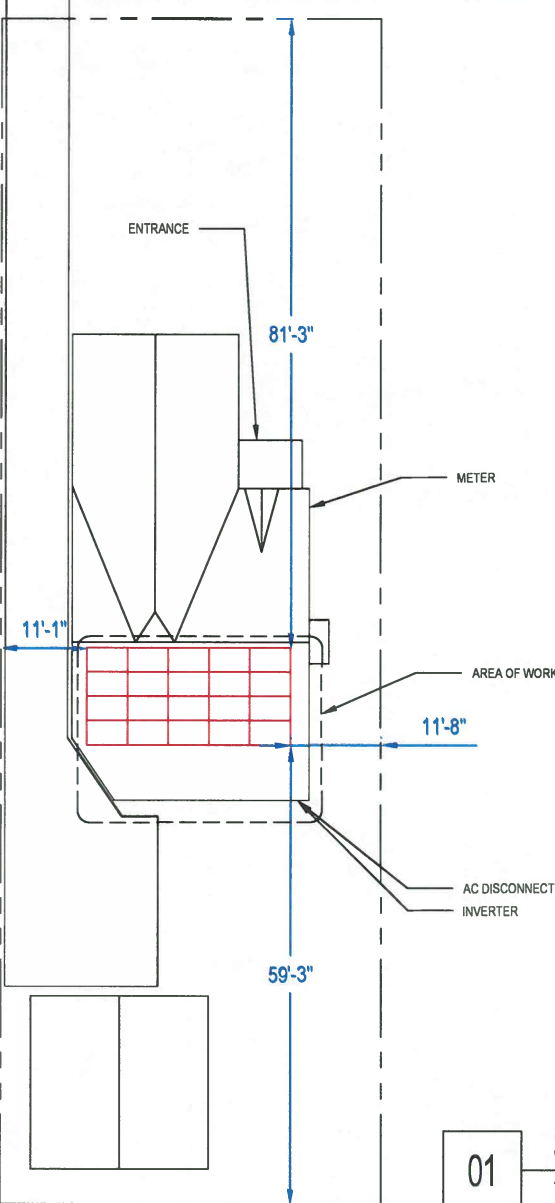
DESIGN BY: A.T.

CHECKED BY:

REVISIONS

A-101.00

(SHEET 3)

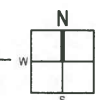


01

SITE PLAN

1/16" = 1'-0"

0 8' 16'



GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. ITEMS BELOW MAY NOT BE ON THIS PAGE



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APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

ELECTRICAL PLAN

DATE: 05.05.2019

DESIGN BY: A.T.

CHECKED BY:

REVISIONS

A-102.00
(SHEET 4)

ARRAY 1 - 6.500 KW
[x20] (N) MODULES
TILT: 25 DEGREES
ROOF PITCH: 6:12
AZIMUTH: 150 DEGREES

(N) (1) JUNCTION BOX

(E) (1) METER

(A) MODULE STRINGING

(B) MODULE STRINGING

INTERIOR PV EQUIPMENT

(E) (1) MAIN ELECTRICAL PANEL

EXTERIOR PV EQUIPMENT

(N) (1) AC DISCONNECT

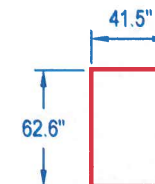
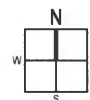
(N) (1) INVERTER

01

ELECTRICAL PLAN

1/8" = 1'

0 4' 8'



MODULE:
PANASONIC
VBHN325SA16
325 WATTS

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. ITEMS BELOW MAY NOT BE ON THIS PAGE

--- ROOF TRUSSES

FLUSH MOUNT SOLAR MODULES
ATTACHED TO ROOF SURFACE (SEE
SHEET S-501 FOR MOUNTING DETAILS)

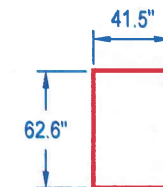
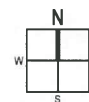
ROOF MATERIAL IS 1 LAYER ASPHALT SHINGLE

01

SOLAR ATTACHMENT PLAN

1/8" = 1'

0 4 8'



MODULE:
PANASONIC
VBHN325SA16
325 WATTS



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APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

SOLAR ATTACHMENT PLAN

DATE: 05.05.2019

DESIGN BY: A.T.

CHECKED BY:

REVISIONS

A-103.00

(SHEET 5)

SYSTEM SUMMARY		
POWERBOX MAX OUTPUT CURRENT	STRING #1 15A	STRING #2 15A
OPTIMIZERS IN SERIES	10	10
NOMINAL STRING VOLTAGE	350V	350V
ARRAY OPERATING CURRENT	9.29A	9.29A
ARRAY STC POWER	6,500W	
ARRAY PTC POWER	6,130W	
MAX AC CURRENT	32A	
MAX AC POWER	8,350W	
DERATED (CEC) AC POWER	5,905W	

DESIGN TEMPERATURES		
ASHRAE EXTREME LOW	-22°C (-7.6°F), SOURCE: DETROIT CITY (42.41°; -83.01°)	
ASHRAE 2% HIGH	32.8°C (91°F), SOURCE: DETROIT CITY (42.41°; -83.01°)	

MODULES													
REF.	QTY.	MAKE AND MODEL				PMAX	PTC	ISC	IMP	VOC	VMP	TEMP. COEFF. OF VOC	FUSE RATING
PM1-20	20	PANASONIC VBHN325SA16				325W	306.5W	6.03A	5.65A	69.6V	57.6V	-0.16V/°C (-0.23%/°C)	15A

POWER OPTIMIZERS								
REF.	QTY.	MODEL	RATED INPUT POWER	MAX OUTPUT CURRENT		MAX INPUT ISC	MAX DC VOLTAGE	WEIGHTED EFFICIENCY
PO1-20	20	SOLAR EDGE P400	400W	15A		10.1A	80V	98.8%

INVERTERS										
REF.	QTY.	MAKE AND MODEL	AC VOLTAGE	GROUND	OCPP RATING	RATED POWER	MAX OUTPUT CURRENT	MAX INPUT CURRENT	MAX INPUT VOLTAGE	CEC WEIGHTED EFFICIENCY
I1	1	SOLAR EDGE SE7600A-US (240V)	240V	FLOATING	40A	7600W	32A	23A	500V	97.5%

DISCONNECTS						OCPDS			
REF.	QTY.	MAKE AND MODEL		RATED CURRENT	MAX RATED VOLTAGE	REF.	QTY.	RATED CURRENT	MAX VOLTAGE
SW1	1	SQUARE D DU222RB OR EQUIV.		60A	240VAC	CB1	1	40A	240VAC

BILL OF MATERIALS									
CATEGORY	MAKE	MODEL NUMBER	REF	QTY	UNIT	QTY/UNIT	DESCRIPTION		
MODULE	PANASONIC	VBHN325SA16	PM1-20	20	PIECES	1	PANASONIC VBHN325SA16 325W 96 CELLS, MONOCRYSTALLINE SILICON		
INVERTER	SOLAR EDGE	SE7600A-US (240V)	I1	1	PIECE	1	SOLAR EDGE SE7600A-US (240V) 7600W INVERTER		
MODULE OPTIMIZER	SOLAR EDGE	P400	PO1-20	20	PIECES	1	SOLAR EDGE P400 OPTIMIZER (REQUIRED PART OF INVERTER'S DISTRIBUTED DC ARCHITECTURE)		
DISCONNECT	SQUARE D	DU222RB	SW1	1	PIECE	1	SQUARE D DU222RB, 2-POLE, 60A, 240VAC OR EQUIVALENT		
WIRING		GEN-10-AWG-PV-WIRE-CU	WR1	180	FEET	1	10 AWG PV WIRE, COPPER (POSITIVE AND NEGATIVE)		
WIRING		GEN-6-AWG-BARE-CU	WR1	90	FEET	1	6 AWG BARE, COPPER (GROUND)		
WIRING		GEN-10-AWG-THWN-2-CU-RD	WR2	40	FEET	1	10 AWG THWN-2, COPPER, RED (POSITIVE)		
WIRING		GEN-10-AWG-THWN-2-CU-BLK	WR2	40	FEET	1	10 AWG THWN-2, COPPER, BLACK (NEGATIVE)		
WIRING		GEN-8-AWG-THWN-2-CU-RD	WR3-4	20	FEET	1	8 AWG THWN-2, COPPER, RED (LINE 1)		
WIRING		GEN-8-AWG-THWN-2-CU-BLK	WR3-4	20	FEET	1	8 AWG THWN-2, COPPER, BLACK (LINE 2)		
WIRING		GEN-8-AWG-THWN-2-CU-WH	WR3-4	20	FEET	1	8 AWG THWN-2, COPPER, WHITE (NEUTRAL)		
WIRING		GEN-6-AWG-THWN-2-CU-GR	WR2-4	60	FEET	1	6 AWG THWN-2, COPPER, GREEN (GROUND)		
WIREWAY		GEN-EMT-0.75" DIA	WW2-4	40	FEET	1	EMT CONDUIT, 0.75" DIA		
OCPD	GENERIC MANUFACTURER	GEN-CB-40A-240VAC	CB1	1	PIECE	1	CIRCUIT BREAKER, 40A, 240VAC		
TRANSITION BOX	GENERIC MANUFACTURER	GEN-AWB-TB-4-4X	JB1	1	PIECE	1	TRANSITION/PASS-THROUGH BOX, WITH 4 TERMINAL BLOCKS		



CONTRACTOR

STRAWBERRY SOLAR

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ADDRESS: 4444 2ND AVE
DETROIT, MI 48201

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NEW PV SYSTEM: 6.500 kW

WEISBERG RESIDENCE

651 W FRANK ST
BIRMINGHAM, MI 48009
APN: 081936153006

ENGINEER OF RECORD

PAPER SIZE: 11" x 17" (ANSI B)

DESIGN TABLES

DATE: 05.05.2019

DESIGN BY: A.T.

CHECKED BY:

REVISIONS

E-602.00

(SHEET 7)

Administrative Approval Application Planning Division

Form will not be processed until it is completely filled out

APPROVED
 5/16/19
PAA 19-0054

1. Applicant

Name: Mick Seidman & Roofing
Address: 116 S. Edgewood Ave
Royal Oak, MI 48067
Phone Number: 248 584 0490
Fax Number: 248 584 5623
Email: sgmick11@hotmail.com

Property Owner

Name: Meegs Krueger
Address: 1127 Derby Rd
Phone Number: 248 933 3122
Fax Number: _____
Email: _____

2. Applicant's Attorney/Contact Person

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____

Project Designer

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____

3. Project Information

Address/Location of Property: 1127 Derby Rd
Birmingham, MI
Name of Development: Birmingham Northside
Parcel ID #: _____
Current Use: _____
Area in Acres: _____
Current Zoning: _____

Name of Historic District site is in, if any: _____
Date of HDC Approval, if any: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Revised Final Site Plan Approval: _____


4. Attachments

- Warranty Deed with legal description of property
- Authorization from Owner(s) (if applicant is not owner)
- Completed Checklist
- Material Samples
- Digital Copy of plans
- Two (2) folded copies of plans including an itemized list of all changes for which administrative approval is requested, with the changes marked in color on all elevations

5. Details of the Request for Administrative Approval

Less - off asphalt roof Building #1127 Derby Rd. Replace lead wire cover complete with ice & water shield. Replace flashing

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes to the approved site plan.

Signature of Applicant: 

Date: 5-14-19

Application #: PAA19-0054

Office Use Only
Date Received: 5/13/19

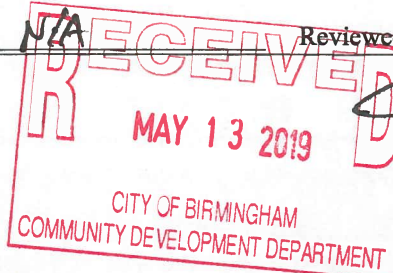
Fee: \$100.00

Date of Approval: 5/16/19

Date of Denial: N/A

Reviewed by: 

*2-mailing photos
of old + new shingle
color. to AD.
DM 5-14-19*



Date 05/14/2019 11:54:51 AM
Ref 00198852
Receipt 483811
Amount \$100.00

ADMINISTRATIVE APPROVAL APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: Mill B Siding & Roofing Date: 5-14-19
Address: 116 S. Edgeworth Ave Project: Birmingham North Condo Assoc.

All site plans and elevation drawings prepared for administrative approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording.

Administrative Approval of Design Changes

- _____ 1. Name and address of applicant and proof of ownership;
- _____ 2. Name of Development (if applicable);
- _____ 3. Address of site and legal description of the real estate;
- _____ 4. A separate location map;
- _____ 5. Legend and notes, including a graphic scale, north point, and date;
- _____ 6. A list of all requested design changes;
- _____ 7. Elevation drawings with all requested design changes marked in color;
- _____ 9. A list of all new materials to be used, including size specifications, color and the name of the manufacturer.

Administrative Approval of Site Plan Changes

A full site plan detailing the proposed changes for which administrative approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- _____ 1. Name and address of applicant and proof of ownership;
- _____ 2. Name of Development (if applicable);
- _____ 3. Address of site and legal description of the real estate;
- _____ 4. Name and address of the land surveyor;
- _____ 5. Legend and notes, including a graphic scale, north point, and date;
- _____ 6. A separate location map;
- _____ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- _____ 8. A list of all requested changes to the site plan;
- _____ 9. All changes requested marked in color on the site plan and on all elevations of any building(s);
- _____ 10. A chart indicating the dates of approval of the Preliminary Site Plan, Final Site Plan; Revised Final Site Plans, and any dates of approval by the Historic District Committee ("HDC");
- _____ 11. Existing and proposed layout of streets, open space and other basic elements of the plan;
- _____ 12. Existing and proposed easements and their purpose;



May 13, 2019

City of Birmingham
Birmingham, MI

To Whom It May Concern:

Please consider this as our permission to allow Mills Siding and Roofing, LLC to remove and replace the roof at #1127 Derby Rd., Birmingham, MI. Shingles to be used are GAF Timberline Lifetime shingles, color black. This building consists of 8 residential units under one roof.

Yours very truly,

M. J. Krieger
President
Birmingham North Association

MJK/mp



TIMBERLINE[®] Natural Shadow

LIFETIME SHINGLES / TEJAS DE POR VIDA / BARDEAUX A VIE



Value & Performance in A Genuine Wood-Shake Look

- **Attractive Appearance...** Presents a classic wood-shake effect, looks any home a subtle, even-toned look with the warmth of wood.
- **Great Value...** Architecturally styled, but practically priced.
- **Highest Fire Rating...** Class A fire rating from Underwriters Laboratories.
- **Peace Of Mind...** Lifetime 10-year transferable warranty with Smart Choice[®] Protection (properly installed and installed coverages for the first 10 years).

PART OF THE GAF LIFETIME ROOFING SYSTEM
(See diagram at right)

Valor y rendimiento en una genuina apariencia de madera rústica

- **Una apariencia atractiva...** Presenta un clásico efecto de madera, da a cualquier vivienda de un aspecto sutil y de tono uniforme con la calidez de la madera.
- **Gran valor...** Arquitectónicamente elegante, pero a buen precio.
- **Calificación máxima contra las incendios...** Clasificación de Clase A como incendios por Underwriters Laboratories.
- **Tranquilidad...** Garantía 10 años transferible de por vida con Protección Smart Choice[®] (cobertura de material e instalación no prorrateada) durante los primeros 10 años.

PART DEL SISTEMA DE TECHADO DE POR VIDA DE GAF
(Ver el diagrama en la derecha)

Valeur et performance dans une allure de bardeaux de feinte

- **Aspect attrayant...** Présente un classique effet d'arbres, donne un ton équilibré et subtil à votre toiture avec le charme du bois.
- **Valeur exceptionnelle...** De style architectural, mais à un prix pratique.
- **Valeur nominale maximale contre feu...** Une réputation au feu de Classe A par Underwriters Laboratories.
- **Tranquillité d'esprit...** Garantie 10 ans à vie transférable avec la Protection Smart Choice[®] (couverture d'installation et de matériel non-proratioonnées) pour les 10 premières années.

UNE PARTIE DU SYSTÈME DE TOITURE À VIE DE GAF
(voir le diagramme à droite)

THE GAF LIFETIME ROOFING SYSTEM SISTEMA DE TECHADO DE POR VIDA DE GAF



Value & Performance in A Genuine Wood-Shake Look

- **Attractive Appearance...** Presents a classic wood-shake effect, looks any home a subtle, even-toned look with the warmth of wood.
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(See diagram at right)

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(Ver el diagrama en la derecha)

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- **Highest Fire Rating...** Class A fire rating from Underwriters Laboratories.
- **Peace Of Mind...** Lifetime 10-year transferable warranty with Smart Choice[®] Protection (properly installed and installed coverages for the first 10 years).

PART OF THE GAF LIFETIME ROOFING SYSTEM
(See diagram at right)

Valor y rendimiento en una genuina apariencia de madera rústica

- **Una apariencia atractiva...** Presenta un clásico efecto de madera, da a cualquier vivienda de un aspecto sutil y de tono uniforme con la calidez de la madera.
- **Gran valor...** Arquitectónicamente elegante, pero a buen precio.
- **Calificación máxima contra las incendios...** Clasificación de Clase A como incendios por Underwriters Laboratories.
- **Tranquilidad...** Garantía 10 años transferible de por vida con Protección Smart Choice[®] (cobertura de material e instalación no prorrateada) durante los primeros 10 años.

PART DEL SISTEMA DE TECHADO DE POR VIDA DE GAF
(Ver el diagrama en la derecha)

Valeur et performance dans une allure de bardeaux de feinte

- **Aspect attrayant...** Présente un classique effet d'arbres, donne un ton équilibré et subtil à votre toiture avec le charme du bois.
- **Valeur exceptionnelle...** De style architectural, mais à un prix pratique.
- **Valeur nominale maximale contre feu...** Une réputation au feu de Classe A par Underwriters Laboratories.
- **Tranquillité d'esprit...** Garantie 10 ans à vie transférable avec la Protection Smart Choice[®] (couverture d'installation et de matériel non-proratioonnées) pour les 10 premières années.

UNE PARTIE DU SYSTÈME DE TOITURE À VIE DE GAF
(voir le diagramme à droite)

THE GAF LIFETIME ROOFING SYSTEM SISTEMA DE TECHADO DE POR VIDA DE GAF



Value & Performance in A Genuine Wood-Shake Look

- **Attractive Appearance...** Presents a classic wood-shake effect, looks any home a subtle, even-toned look with the warmth of wood.
- **Great Value...** Architecturally styled, but practically priced.
- **Highest Fire Rating...** Class A fire rating from Underwriters Laboratories.
- **Peace Of Mind...** Lifetime 10-year transferable warranty with Smart Choice[®] Protection (properly installed and installed coverages for the first 10 years).

PART OF THE GAF LIFETIME ROOFING SYSTEM
(See diagram at right)

Valor y rendimiento en una genuina apariencia de madera rústica

- **Una apariencia atractiva...** Presenta un clásico efecto de madera, da a cualquier vivienda de un aspecto sutil y de tono uniforme con la calidez de la madera.
- **Gran valor...** Arquitectónicamente elegante, pero a buen precio.
- **Calificación máxima contra las incendios...** Clasificación de Clase A como incendios por Underwriters Laboratories.
- **Tranquilidad...** Garantía 10 años transferible de por vida con Protección Smart Choice[®] (cobertura de material e instalación no prorrateada) durante los primeros 10 años.

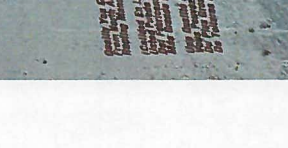
PART DEL SISTEMA DE TECHADO DE POR VIDA DE GAF
(Ver el diagrama en la derecha)

Valeur et performance dans une allure de bardeaux de feinte

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UNE PARTIE DU SYSTÈME DE TOITURE À VIE DE GAF
(voir le diagramme à droite)

THE GAF LIFETIME ROOFING SYSTEM SISTEMA DE TECHADO DE POR VIDA DE GAF



Lifetime
LTD. WARRANTY TERM

GARANZIA LIMITADA DE ACCESORIOS Y REPARACIONES
PLAZO DE GARAÑTIA LIMITADA
Por Vida

GARANZIA LIMITEE DE REPARACIONES Y ACCESORIOS
LE TERME LIMITEE DE GARAÑTIE
À Vie

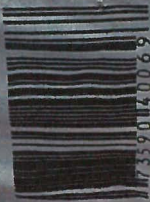
Stain Guard
ALGAE DISCOLORATION
LIMITED WARRANTY

GARANZIA LIMITADA
CONTRA LA
DECOLORACION POR
ALGAS

GARANTEE LIMITEE
CONTRE LA
DECOLORATION PAR
LES ALGUES



MADE IN U.S.A. GAF
GAF TRUST CO. INC. 1000 N. 10TH ST. SUITE 100
LAKE CHARLES, LA 70601



Charcoal

Timberline NS

02/12/19

05:55 S2

MC180B

02



- **Valor y reputación**
Presenta un clásico y elegante aspecto sutil y de forma
- **Una apariencia**
Gran valor... Arquitectónicamente
- **Gran valor...**
Calificación máxima... Clasificación de Clase
- **Tranquilidad...**
Garantía limitada, transferencia de material e instalación

*Ver la Garantía Limitada de GAF y Accesorios en el diagrama de instalación. La garantía limitada de GAF cubre los productos GAF solo cuando se instalan correctamente. La garantía limitada de GAF no cubre los productos de terceros.

PARTE DEL SISTEMA
(ver el diagrama en la página 10)



Las Instrucciones de Instalación

long as the original individual owner(s) of the GAF products are installed. Accessories requires the use of at least one GAF product.

NG SYSTEM