

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 15, 2011**

The members of the Delhi Charter Township Committee of the Whole met on Tuesday, February 15, 2011, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Goodrich called the meeting to order at 6:30 p.m.

Members Present: Supervisor Stuart Goodrich, Clerk Evan Hope, Trustees Derek Bajema, John Hayhoe, Jerry Ketchum, Roy Sweet

Member Absent: Treasurer Harry Ammon

Others Present: John Elsinga, Township Manager
Lt. Mike DeBruin, Delhi Division, Ingham County Sheriff's Office
Mark Jenks, Director of Parks & Recreation
Lt. Jeff Young, Fire Department
Sandra Diorka, Director of Public Services
Tracy Miller, Director of Community Development
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

BUSINESS

FIRE DEPARTMENT – JANUARY ACTIVITY REPORT

Lt. Jeff Young reported on the highlights of the January 2011 Fire Department Activity Report (ATTACHMENT I).

INGHAM COUNTY SHERIFF'S OFFICE/DELHI DIVISION – JANUARY ACTIVITY REPORT

Lt. DeBruin, Ingham County Sheriff's Office/Delhi Division, reported on the highlights of the January 2011 Ingham County Sheriff's Office/Delhi Division Activity Report (ATTACHMENT II).

COMMUNITY DEVELOPMENT DEPARTMENT – JANUARY ACTIVITY REPORT

Tracy Miller, Director of Community Development, reported on the highlights of the January 2011 Community Development Department Activity Report (ATTACHMENT III).

PROPOSAL FOR WIRELESS ORDINANCE ASSISTANCE

The Board reviewed a memorandum dated February 10, 2011 from Tracy Miller, Director of Community Development (ATTACHMENT IV).

Tracy Miller, Director of Community Development, reported on a program developed by McKenna Associates, Inc. to assist communities in addressing the current wireless resurgence.

Phil McKenna, President, and Sally Hodges, Vice President, McKenna Associates, Inc., gave an overview of the agreement.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 15, 2011**

ADJOURNMENT

Meeting adjourned at 7:30 p.m.

Date: _____

Evan Hope, Township Clerk

Date: _____

Stuart Goodrich, Supervisor

/af

SUBJECT TO APPROVAL

Delhi Township Fire Department Monthly Report

January, 2011

Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	169	-	169
Fire / Rescue	27	7	34
Total	196	7	203

Total calls in 2011: 203

Total calls for 2009: 2,324

Given Received

Mutual Aid this Month: 4 6

Training: 299.5 Hours

Inspections: 96

Activities for January, 2011

Activity	Staff Hours	Adults	Children
Senior Citizen Prgms	3.5	23	-
School Activities	-	-	-
Station Tours	14.5	52	59
Misc. Community Prg	-	-	-
Total	18	75	59

Miscellaneous Activities:

- House fire – 617 Cedar Street in Alaiedon - \$10,000 loss – Caused by fireplace
- Barn fire – 714 Hogsback Road in Alaiedon - \$7,600 loss – Under investigation

2009

	AMBULANCE				FIRE			
	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.
JANUARY	\$87,192.00	\$49,773.88			\$1,747.74	\$1,952.87		
FEBRUARY	\$91,210.00	\$51,437.95				\$682.38		
MARCH	\$78,300.00	\$57,757.76			\$4,605.90	\$3,408.68		
APRIL	\$79,220.00	\$54,220.29			\$1,539.95	\$163.58		
MAY	\$85,500.00	\$44,014.52			\$1,384.19	\$353.88		
JUNE	\$79,310.00	\$48,572.99			\$1,264.74	\$1,057.13		
JULY	\$70,400.00	\$51,534.90	\$39,487.45		\$2,034.50	\$1,025.99	\$2,862.06	
AUGUST	\$77,505.00	\$38,937.23	\$37,919.51			\$440.00	\$2,453.21	
SEPTEMBER	\$76,550.00	\$39,196.55		\$231.14	\$1,056.04	\$410.37		
OCTOBER	\$91,835.00	\$36,399.18	\$13,153.06	\$38.14	\$2,404.02	\$233.35	\$214.69	\$6.50
NOVEMBER	\$71,910.00	\$38,210.87		\$322.37	\$1,154.84	\$233.49		\$616.95
DECEMBER	\$81,390.00	\$51,121.18	\$7,019.88	\$543.21		\$767.09	\$691.09	\$38.00
TOTAL	\$970,322.00	\$561,177.30	\$97,579.90	\$1,134.86	\$17,191.92	\$10,728.81	\$6,221.05	\$661.45

2010

	AMBULANCE				FIRE			
	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.
JANUARY	\$88,190.00	\$27,819.86		\$666.75	\$437.39	\$1,354.89		\$142.88
FEBRUARY	\$78,690.00	\$42,969.34		\$790.00		\$214.69		\$141.08
MARCH	\$86,660.00	\$59,738.85	\$6,498.79	\$664.47	\$3,166.03	\$1,127.54	\$858.24	\$170.94
APRIL	\$87,040.00	\$36,452.66		\$511.89	\$175.95	\$978.86		\$224.98
MAY	\$97,665.00	\$50,954.18		\$734.80	\$290.04	\$499.84		
JUNE	\$87,290.00	\$53,174.70		\$540.88	\$1,053.98	\$692.14		\$24.23
JULY	\$74,780.00	\$53,398.31	\$17,811.56	\$882.57	\$2,128.50	\$687.33	\$700.49	\$207.65
AUGUST	\$102,400.00	\$53,602.92	\$30,437.98	\$546.75	\$764.34	\$719.51	\$536.62	
SEPTEMBER	\$74,015.00	\$40,113.47		\$245.88	\$824.79	\$457.88		
OCTOBER	\$95,865.00	\$55,307.20		\$672.77	\$677.08	\$610.63		\$580.58
NOVEMBER	\$79,465.00	\$65,546.57		\$1,139.40	\$1,729.81	\$497.26		
DECEMBER	\$99,080.00	\$60,542.20	\$12,235.59	\$880.05	\$750.80	\$423.18		
TOTAL	\$1,051,140.00	\$599,620.26	\$66,983.92	\$8,276.21	\$11,998.71	\$8,263.75	\$2,095.35	\$1,492.34

2011

	AMBULANCE				FIRE			
	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.
JANUARY	\$94,907.00	\$58,462.55			\$885.87	\$70.00		
FEBRUARY								
MARCH								
APRIL								
MAY								
JUNE								
JULY								
AUGUST								
SEPTEMBER								
OCTOBER								
NOVEMBER								
DECEMBER								
TOTAL	\$94,907.00	\$58,462.55	\$0.00	\$0.00	\$885.87	\$70.00	\$0.00	\$0.00

COUNTY of INGHAM
State of Michigan
SHERIFF'S OFFICE



Gene L. Wriggelsworth
Sheriff

Allan C. Spyke
Undersheriff

630 North Cedar Street
Mason, MI 48854
(517) 676-2431
FAX (517) 676-8299

Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Delhi Township Board of Trustees
FROM: Lt. Michael J. DeBruin
DATE: February 7, 2011
RE: January 2011 Monthly Report

HIGHLIGHTED CASES & INCIDENTS:

- 01-01-11 Dep. McElmurray responded to Onondaga & McCue on a report of a single vehicle accident. The driver drove off the road and struck a tree. The driver was transported to the hospital for treatment of injuries sustained in the accident. The investigation revealed the driver to be intoxicated. A charge of Operating While Intoxicated – High B.A.C. are being sought.
- 01-03-11 Dep. McElmurray investigated a Domestic Assault which occurred at the Crystal Bar located at 4279 Holt. Rd. The victim was punched in the face by his girlfriend, who became jealous because the victim was talking to another woman. The girlfriend was arrested and lodged on a charge of Domestic Assault.
- 01-05-11 Dep. J. Kuch stopped a vehicle at Aurelius & Enterprise for an equipment violation. While speaking with the driver, Dep. Kuch observed marijuana seeds and leaf particles on the driver's floorboard. The subsequent search of the vehicle revealed two small baggies of marijuana. The driver was arrested and lodged on a charge of Possession Of Marijuana.
- 01-07-11 Dep. Hoeksema responded to Aurelius & Willoughby to check for a subject laying in the snow on the sidewalk. Upon arrival in the area, Dep. Hoeksema located a male subject lying in the snow and was highly intoxicated. The subject was turned over to Holt-Delhi Fire to be transported to the hospital for treatment and detoxification.

- 01-08-11 Dep. Treat investigated a Home Invasion which occurred in the 4400 block of Doncaster. The ex-girlfriend of the victim's boyfriend forced her way into the victim's apartment to confront her ex-boyfriend (the victim's boyfriend). After the ex-girlfriend left the apartment, two sets of keys were found to be missing. During the course of the investigation the keys were returned. Prior to sending the report to the Ingham County Prosecutor's Office for review of a charge of Home Invasion, the victim contacted Dep. Treat saying she no longer wished to pursue charges against her boyfriend's ex-girlfriend.
- 01-09-11 Sgt. Hull was dispatched to the area of Cedar & Hancock on a call of a naked female walking down the side of the road. As Sgt. Hull exited the Delhi offices to leave for the call a subject in a van pulled into the parking lot and flagged Sgt. Hull down. The subject had stopped to help the female and brought her to the Delhi offices. Sgt. Hull had Holt-Delhi Fire respond to the Delhi office parking lot. The subject was turned over to Holt-Delhi Fire for transport to the hospital for treatment and a psychological evaluation.
- 01-10-11 Dep. Delaney investigated a Larceny From Auto which occurred at Derosa's Party Store located at 1939 Cedar St. The victim and his wife stopped at Derosa's on their way home from Kroger to purchase a few additional items. They had a bag of groceries from Kroger in the rear passenger seat of their vehicle and the vehicle was left unlocked. Dep. Delaney viewed the surveillance video of the parking lot and observed a subject, who had previously been in the store, enter the victim's vehicle and take the bag of groceries. The subject is known to Dep. Delaney and was positively identified. A charge of Larceny From Auto is being sought.
- 01-11-11 Dep. Hoeksema investigated a Home Invasion which occurred in the 2200 block of Park Lane. Two male subjects wearing dark hoodies left on foot after taking items from the garage. A K9 track was conducted but was unsuccessful. Stolen were a snow blower, a car buffer, 3 power drills, a red toolbox full of tools and a grey toolbox full of tools. The scene was processed for evidence and the area canvassed. This case is under investigation.
- 01-12-11 Dep. Delaney investigated a Larceny From Auto which occurred in the parking lot of the Holt Plaza located at 2040 Aurelius. Both victims rode together and left their purses in their car while they went into Curve's Workout Facility in the plaza. Unknown suspect(s) smashed the window of their vehicle and stole both of their purses. One of the victim's purses contained her checkbook. Three checks have been written on her account since the checks were stolen. Dep. Delaney was able to obtain bank security video of the suspect cashing the checks. Identification has not been made of the suspect. This is also part of a large fraud investigation involving stolen checks. This case is under investigation.
- 01-14-11 Dep. Brower investigated a Violation of a Personal Protection Order which occurred in the 6900 block of Aurelius. The victim had been contacted via text message and phone by his ex-girlfriend in violation of a PPO the victim has against her. Dep.

Brower verified the validity of the PPO and that it had been served to the victim's ex-girlfriend. Dep. Brower then located the ex-girlfriend and interviewed her. She admitted to calling and texting her ex-boyfriend knowing she was prohibited from doing so by the PPO. The ex-girlfriend was arrested and lodged on a charge of Violation Of A Personal Protection Order.

- 01-16-11 Deputies Richards & Bowden investigated a series of Larceny From Auto complaints in the Hamilton, Jefferson and Auburn area (2000 block). Several vehicles were broken into and items taken. Suspect(s) entered only unsecured vehicles. Taken from the vehicles were GPS units, stereo systems, cell phone charger cords and in one case, prescription pills. A couple of the vehicles had nothing taken as the owners left nothing of value in their vehicles. All scenes were processed for evidence and the area canvassed. These cases are under investigation.
- 01-19-11 Dep. Treat investigated a Domestic Assault that occurred in the 4000 block of Keller. The victim was assaulted by her mother on the evening of the 18th. It began as a verbal argument and escalated to a physical assault. The mother punched her daughter in the face and pulled her hair. A charge of Domestic Assault is being sought. Child Protective Services has been contacted.
- 01-20-11 Dep. Delaney investigated a Larceny complaint that occurred at US Lawncare located at 2086 Depot. Suspect(s) broke into an enclosed trailer behind the business. Taken were 2 lawn trimmers and 2 leaf blowers. The scene was processed for evidence and the area canvassed. This case is under investigation.
- 01-22-11 Dep. Hoeksema stopped a vehicle for speeding on Willoughby near Aurelius. The investigation revealed the driver to be intoxicated. The driver was arrested and lodged on a charge of Operating While Intoxicated – High B.A.C.
- 01-23-11 Dep. Hoeksema investigated a Home Invasion which occurred in the 2100 block of Adelpha. The suspects smashed a window to gain entry to the residence. Taken were a flat screen television, a laptop computer, a game console and a bottle of prescription medication. The scene was processed for evidence and the area canvassed. Two suspects have been identified. This case is under investigation.
- 01-24-11 Dep. Bowden responded to a Trouble With Subject complaint in the 2100 block of Moorwood. The investigation revealed that the daughter had assaulted both her father and her younger brother. The daughter was arrested and lodged on charges of Domestic Assault.
- 01-25-11 Dep. Bowden responded to a residence in the 1900 block of Phillips on a possible Breaking & Entering in progress. A suspect vehicle had left the scene but had been stopped by another deputy. Copper pipes were located in the bed of the truck. Dep. Bowden, with another deputy, cleared the residence that had been broken into. During this time a second suspect ran from the adjoining residence (duplex). Dep. Bowden chased the suspect. The second suspect was located a short time later in a shed behind

a residence a block from the crime scene. Both suspects gave full confessions. Both suspects were lodged on charges of Breaking & Entering.

- 01-27-11 Dep. Delaney investigated a Retail Fraud that occurred at the Quality Dairy located at 2233 Cedar. A male subject went to the beer cooler and took some beer. The subject placed some of the beer in his coat and paid for the rest. The subject then left the store and went next door to the Village Inn. The store security video was reviewed and the subjects description obtained. The subject was located at the Village Inn. The beer was located in the subject's room and confiscated. The subject confessed to taking beer without paying for it. A charge of Retail Fraud is being sought.
- 01-28-11 Dep. Delaney stopped a vehicle after visually identifying the driver as a subject known to him to be driving on a suspended license. This was confirmed Through the Secretary of State prior to the stop. The vehicle was then stopped and the driver arrested and lodged on a charge of Driving While License Suspended Multiple.
- 01-31-11 Dep. Richards investigated a Home Invasion which occurred in the 2600 block of Ramparte Way. Suspect(s) gained entry to the residence by kicking in the front door. Taken were a laptop computer, jewelry and cash. The scene was processed for evidence and the area canvassed. This case is under investigation.

STATISTICS:

During the month of January, Deputies responded to 437 calls for service (written/blotter complaints). They made 83 arrests of which 69 were self initiated. Deputies issued 240 citations. Deputies conducted 240 business/property checks, 59 liquor inspections and spent 118 hours in Community Policing. Deputies participated in 75 hours of training.

Calls for Service

	2009	2010	2011
January	519	447	437
Year to Date	519	447	437

Total Arrests

	2009	2010	2011
January	116	113	83
Year to Date	116	113	83

**Total Self
Initiated Arrests**

	2009	2010	2011
January	97	95	59
Year to Date	97	95	59

Citations Issued

	2009	2010	2011
January	204	223	240
Year to Date	204	223	240

COUNTY of INGHAM
State of Michigan
SHERIFF'S OFFICE



Gene L. Wriggelsworth
Sheriff

Allan C. Spyke
Undersheriff

630 North Cedar Street
Mason, Mi 48854
(517) 676-2431
FAX (517) 676-8299

Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Lieutenant DeBruin / Sergeant Patrick

FROM: Deputy Annie Harrison #5371

DATE: February 4, 2011

RE: January Monthly

MONTHLY STATISTICS

Community Policing Hours:	30.1
Complaints Taken:	9
School Contacts:	4
Neighborhood watch meetings/contact:	4
Community Policing meetings/contact:	8
Email & Facebook Alerts:	15

COMMUNITY POLICING HIGHLIGHTS

The Holt High School Mentorship program started up again this month. The Ingham County Sheriff's Office Delhi Division is pleased to welcome two students this winter trimester to job shadow a career in law enforcement. I met with both of the students for an introduction and then set a schedule for each of them to conduct "ride-alongs" with Deputies.

Another component of the Mentorship Program is mock interviews. This portion, organized and sponsored by Dart Bank, brings together professionals in the community to conduct mock interviews for the students. I attended this excellent workshop, held at Holt High School.

I presented safety information to a Daisy Troop at Midway Elementary. After a safety presentation, I fingerprinted each child as part of the child identification program. The troop also had an opportunity to tour the police car.

I continued monthly meetings with Windmill and Delhi Manor Mobile Home Parks. This relationship allows us to problem solve for our mutual benefit.

I attended the Michigan Department of Corrections January Case Management Team Meeting. This monthly meeting is for Parole Agents to review their sex offender parolee cases. Several of the sex offenders on parole reside in Delhi Township, therefore, it is in the interest of law enforcement and our citizens to maintain communication with these parole agents.

Several of the 7th and 8th classes at Holt Junior High School were learning about the dangers of drug use, during a “Drug Awareness Week.” I was invited as a guest speaker, to share the Law Enforcement perspective on this serious topic. I shared information on the legal, financial, ethical and health consequences of illegal drug use and answered questions. I spent the full day at the school and presented to 6 different classes.

This month I used the facebook page and email group to inform the public on a wide variety of topics. I shared news report links on the apprehension of the Burger King armed robbery suspects and apprehension of the copper pipe home invasion suspects. I linked a public awareness campaign about the dangers of police work. I suggested fans follow the Ingham County Sheriff’s Office Emergency Management Facebook page. I suggested parents discuss the financial and criminal consequences involved with property destruction crimes, such as egging and spray painting. I promoted “stay safe and stay home” in the days preceding the severe winter storm. I linked news articles on the horrible tragedy involving the deaths of three teenagers after an alcohol related crash, encouraging families to discuss this tragic event with their families.

OTHER HIGHLIGHTS

I assisted road patrol units with the apprehension of the suspects in the copper pipe Home Invasions.

I conducted one forensic interview of a child who was involved in a crime.

COUNTY of INGHAM
State of Michigan
SHERIFF'S OFFICE



Gene L. Wriggelsworth
Sheriff

Allan C. Spyke
Undersheriff

630 North Cedar Street
Mason, MI 48854
(517) 676-2431
FAX (517) 676-8299

Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Sgt. Patrick
FROM: Dep. Brad Delaney
DATE: February 4, 2011
RE: January Business Officer Monthly Report

Misdemeanor Arrests:	4
Civil Arrests:	1
Total Complaints:	48
Traffic Stops:	4
Citations:	3
Property / Business Checks:	26
Community Policing Hours:	5.3

Other Highlights:

On 1-12-11 I responded to a larceny from auto complaint. Two victims had their purses stolen from the vehicle when the suspect smashed a window. The investigation became very complex after the victims checks were passed fraudulently in different areas around the state. The suspect is on video however the suspect used other stolen identification to cash the checks. The same person is suspected in several of these fraudulent transactions totaling tens of thousands of dollars. I have been working with the Michigan State Police and FBI trying to identify the suspect.

On 1-10-11 I investigated a larceny from auto complaint at DeRosa's Party Store. The victim left his vehicle unlocked with a bag of groceries on the front seat. Video surveillance from the parking lot captured the suspect opening the unlocked door and stealing the bag of groceries. I observed the video and immediately recognized the suspect. After several attempts to make contact with the suspect at his residence, I observed him driving by the Delhi Township office in

Memo to
February 10, 2011
Page 2 of 2

the same vehicle he had used when committing the Larceny. I also knew the suspect had a suspended driver's license. I made a traffic stop on the suspect and he was arrested for driving while license suspended. During questioning about the larceny he initially denied the allegations. After I told him I watched it on video, he confessed.

Respectfully submitted,

Dep. Brad Delaney

DELHI CHARTER TOWNSHIP
Department of Community Development

January 2011 Activity Report

New Permits:

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits</u>	<u>Total Inspections</u>
Building	0	6	57
Electrical	5	13	34
Mechanical	3	24	39
Plumbing	2	5	18
Fire Inspections	N/A	N/A	85
Totals	10	48	233

Soil Erosion Permits & APA Projects:

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits/New Projects</u>	<u>Total Inspections</u>
Soil Erosion	0	1	32
Soil Erosion Waivers	0	1	0
APA Projects	0	3	0
Totals	0	5	32

New Code Enforcement Cases:

<u>Category</u>	<u>DDA Area Cases</u>	<u>Total Cases</u>
Building Maintenance	0	0
Fence Violation	0	0
Junk & Debris	2	3
Junk Vehicles	5	10
Miscellaneous	2	4
Noxious Weeds	0	0
Sidewalk Snow	1	4
Sign	2	2
Site Plan	0	0
Yard Parking	2	3
Improper Zoning Use	1	1
Totals	15	27
Total # of Inspections	60	

Rental Program Information:

Number of New Registered Rental Properties	8
Number of Rental Re-inspections	159
Number of Rental Investigations	6
Number of Rental Cycle Inspections	492

Civil Infraction/Abatement Information:

Abatement/Clean-ups	2
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	\$186.25
Civil Infractions Issued	4
<i>Civil Infraction Fines Issued (Year to date)</i>	\$450.00

DELHI CHARTER TOWNSHIP
Building Permit Details

of

DDA? Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
COMMERCIAL ALTERATION							
PB11-003	1492 AURELIUS ROAD	IRISH CONSTRUCTION COMPANY	LIFT STATION D NEW STAIRWELL & RENOVATION	\$100,000	\$600.00		
				\$100,000	\$600.00		1
COMMERCIAL NEW STRUCTURE							
PB11-002	5961 MCCUE ROAD	IRISH CONSTRUCTION COMPANY	NEW SCREENING BUILDING & RENOVATIONS	\$500,000	\$3,000.00		
				\$500,000	\$3,000.00		1
RESIDENTIAL ALTERATION							
PB11-001	1859 TUPELO TRAIL	SHEARER, MICHAEL N	REBUILD FIRE DAMAGED ATTIC ROOF	\$55,928	\$336.00		
				\$55,928	\$336.00		1
RESIDENTIAL DWELLING/GARAGE							
PB11-005	5913 BOXWOOD AVENUE	COUNTRY VIEW ESTATES LLC	CONSTRUCTING SINGLE FAMILY HOME	\$177,412	\$1,068.00		
				\$177,412	\$1,068.00		1
RESIDENTIAL MISCELLANEOUS							
PB11-004	4383 REXFORD	JR NEELY INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
				\$8,000	\$50.00		1
SIGN							
PS11-001	2237 AURELIUS ROAD	FRITZ ADVERTISING CO.	INSTALLING A 74.25 SQUARE FOOT FREE STANDING SIGN THAT INCLUDES AN ELECTRONIC CHANGEABLE MESSAGE	\$0	\$125.00		
				\$0	\$125.00		1

DELHI CHARTER TOWNSHIP
Building Permit Details

of

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
------------	------------------	------------------	------------------	----------------	------------	------	---------

PerPermitType = Preman Home on Lot
 Or PerPermitType = POOL
 Or PerPermitType = SIGN
 Or PerPermitType = DEMOLITION
 Or PerPermitType = BUILDING
 And PerDateIssued Range from 01/01/2011 to 01/31/2011

Totals:				\$841,340	\$5,179.00		6
----------------	--	--	--	------------------	-------------------	--	----------

SUMMARY OF CONSTRUCTION VALUES

Year	2005		2006		2007		2008		2009		2010	
Type	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value
Commercial Addition, Alteration & Commercial Misc	21	\$ 2,834,122.00	32	\$ 1,895,384.00	49	\$ 9,353,080.00	30	\$ 2,830,791.00	29	\$ 1,215,220.00	27	\$ 1,665,320.00
Commercial New Structures	4	\$ 599,072.00	6	\$ 5,665,672.00	6	\$ 2,230,506.00	1	\$ 875,903.00	5	\$ 4,360,107.00	3	\$ 1,712,188.00
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	260	\$ 1,221,543.00	249	\$ 681,722.00	255	\$ 834,376.00	165	\$ 1,118,676.00	487	\$ 3,105,297.00	372	\$ 2,103,596.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	214	\$ 33,037,054.00	122	\$ 20,311,984.00	58	\$ 8,856,775.00	27	\$ 5,189,435.00	22	\$ 3,861,101.00	37	\$ 5,998,675.00
Residential Addition, Residential Alteration	70	\$ 1,274,922.00	70	\$ 1,510,922.00	47	\$ 972,435.00	51	\$ 1,013,207.00	43	\$ 1,085,548.00	51	\$ 1,105,827.00
Residential Multiple Family	9	\$ 8,556,012.00	3	\$ 2,738,265.00	6	\$ 7,621,380.00	0	\$ -	0	\$ -	2	\$ 1,237,795.00

2010 Year to date Construction Values:

Commercial / Industrial:	\$ 600,000.00
Residential:	\$ 241,340.00
Total Single Family Homes:	1



Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Thursday, February 10, 2011

RE: McKenna Proposal – Wireless Ordinance Assistance

Section 6.11 of the Delhi Township Zoning Ordinance (ZO) currently provides regulations for towers and antennas of all types within the community. The regulations pertaining to *wireless communication* towers and antennas found in Section 6.11.3 are confusing to implement and not up to date in terms of new or emerging technologies. At the same time, there is a recognized resurgence in activity within the wireless industry across the State and Nation. In Delhi Township we have had five new wireless projects in the past two years and anticipate more as technology like 3G/4G and other wireless data services become ubiquitous. Our current ZO language and fee structure put us in a weak position to assure that this growth occurs in a reasonable manner and does not protect our financial bottom line.

The last time that this section of the ZO was updated appears to be in 2002. There have been significant industry changes since that time. There are two main deficiencies associated with our current process for regulating and reviewing wireless proposals:

1. The ZO has language which “tests” the need for and acceptability of newly proposed facilities. This information is supplied by the applicant. The PC and staff are then asked to determine the applicability of the information provided. Frankly, there is no in-house expertise on this type of technology and finding an outside resource to provide assistance is extremely difficult due to the fact that almost all experts in the field are employed by the wireless industry. This is a problem that all communities face when attempting to implement ZO requirements for wireless facilities.
2. The fees that we currently charge are inadequate and do not cover costs of implementation. There is currently no fee for administrative review of projects (which each of the past five have been) and normal site plan review fees (approx. \$1500) apply only for newly located towers.

We have recently been approached by McKenna Associates, Inc., a respected planning firm in the State; regarding a proprietary program they have developed to assist communities to address the current wireless resurgence effectively and efficiently. In addition to their expertise in plan review and land use issues, they have engaged the services of an independent wireless industry specialist to provide the much needed technical assistance. After meeting with Phil McKenna,

the company's President, I am convinced that engaging service for this program would be useful to the Township. The proposal can be summarized as follows:

- We enter into a 3 year agreement with McKenna. During the term of the agreement they will do the following:
 - Assist us in amending our ZO with up to date and applicable provisions.
 - Review applications submitted to the Township under the new wireless ordinance provisions and provide recommendations and technical reviews.
 - Provide a technically knowledgeable resource to applicants, which will reduce time associated with a “learning curve” for reviewing officials.
 - Provide recommendations regarding approval or disapproval of specific applications.
 - Conduct inspections of the facility during construction to ensure compliance with applicable regulations.
 - Consult and coordinate with the Township Attorney relative to the negotiation of any leases on municipal property.

- We adopt the suggested fee schedule immediately, as follows:
 - New Tower
 - Wireless consultant fees: Initial escrow of \$8,500¹
 - Township application fee: \$5,000

 - Co-location or Modification
 - Wireless consultant fees: Initial escrow of \$8,500¹
 - Township application fee: \$2,500

¹*Wireless consultant fees shall be withdrawn from the escrow at the hourly rate of \$200.00/hour. The applicant shall replenish the escrow if the balance is less than \$2,500. Unused escrow funds shall be returned to the applicant.*

NOTE: McKenna has researched the fee schedule and has verified that it is representative of the actual cost, over time, to municipalities. Additionally, verification with their wireless expert has determined that the fees are not so high as to be prohibitive or out of line with industry expectations nationwide.

The Township could expect the following benefits if we pursue this course of action relative to wireless communication facilities:

- Protect the public interest against uncontrolled proliferation of towers and wireless facilities.
- Manage the visual impact of new towers, and ensure that new towers are needed and constructed to minimal heights while permitting multiple co-locations.
- Ensure that towers maintain adequate liability insurance and performance guarantees to protect the community and property owners.
- Ensure that unused facilities are removed and not abandoned once its useful life is over.

- Provide a technically savvy resource to the applicant, which should help to expedite appropriate approvals.
- There is no “out of pocket” cost to the Township of this program. Fees are structured to provide necessary revenue to pay for technical consultant services at the time of application, while still covering the Township’s costs.

Mr. McKenna will be present at the Committee of the Whole meeting on February 15th to discuss this proposal with the Board and answer any questions that they may have. It is my hope that the Board will authorize us to execute the service agreement and direct the Planning Commission (PC) to work with the consultant to adopt the recommended ZO amendments necessary to implement the program. Additionally, if the Board determines to move forward with this process, I would encourage the adoption of the new fee schedule as soon as possible since we will likely receive applications in the interim.

I’ve enclosed the agreement, several information pieces prepared by McKenna on this program and some relevant news articles on this topic for your review and consideration. Please let me know if there is anything additional you would like provided. Otherwise, please forward this matter, along with your concurrence, to the Township Board for their consideration and action. Thank you in advance for your time and attention to this matter.

AGREEMENT

This agreement made and entered into this _____ day of _____, 2010 by and between RICHARD A. COMI d/b/a THE CENTER FOR MUNICIPAL SOLUTIONS (mailing address: 70 Cambridge Drive, Glenmont, New York 12077) in association with McKENNA ASSOCIATES, INC. (235 East Main Street, Suite 105, Northville, Michigan 48167) (herein after referred to as Consultant) party of the first part, and Delhi Charter Township (hereinafter referred to as Client) (2074 Aurelius, Holt, MI 48842-1332) party of the second part.

Consultant and Client, for the consideration named, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting, advising and representing Client on matters relating to the preparation of a Wireless Telecommunications Facilities Local Ordinance for Client, and reviewing and analyzing applications received by Client for Wireless Telecommunications Facilities. The consultant is not a real estate broker or agent. All real estate brokerage services, if any, shall be performed by the Client or the Client's attorney.

2. SPECIFIC SERVICES: LOCAL ORDINANCE

As soon as possible after the execution of this agreement, Consultant shall prepare and deliver to Client for use by Client a comprehensive Wireless Telecommunications Facilities Local Ordinance (hereinafter referred to as Ordinance). Subsequently, in consultation with designated officials of Client, Consultant shall devote up to five (5) hours to draft and deliver to Client, as may be requested, legally permissible revisions to the Ordinance, prior to the public hearing relating to the adoption of the Ordinance. Consultant shall attend one meeting with Client, which Client will schedule in connection with the adoption of the Ordinance.

3. SPECIFIC SERVICES: SERVICES DURING PROCESSING OF APPLICATIONS

The Consultant shall furnish appropriate Wireless Telecommunications Facilities siting assistance and advice to Client and Client officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- (a) Review all applications filed with Client for Wireless Telecommunications Facilities;
- (b) Assist and advise Client as regards all applications, to include attending meetings with the Applicants and/or Client's staff and/or officials as required;
- (c) Recommend in writing to Client whether a particular application should be approved or disapproved, and set forth in writing the reasons for such approval or disapproval; and,
- (d) Inspections of the construction of the facility and in writing recommend when/if the certificate of compliance should be issued.
- (e) Consultant shall, in conjunction with the Client's Municipal Attorney, assist in the negotiation of all leases for the use of Client-owned property or facilities by wireless communications entities or persons at its normal hourly rate, with such cost to be paid out of the Applicant's escrow deposit or a written commitment by the potential lessee to reimburse the Client for the cost reasonably incurred on behalf of Client.

4. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of Client. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the agreement. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraph 2 hereof, there shall be no hourly charge. Time beyond five hours customizing the draft ordinance or attendance at more than one meeting related to the customization, consideration or adoption of the Ordinance shall be billed at the Consultant's normal hourly rate. Based on prior experience, Consultant feels that this should be sufficient time to prepare an Ordinance that will meet Client's needs. Therefore, Consultant anticipates that, absent extraordinary circumstances, there will be no charge to Client for the preparation of the Ordinance.

- (b) For the services to be performed by the Consultant pursuant to paragraph 3 hereof, Client shall pay Consultant its normal published hourly rate (which at the date of this agreement is \$200.00 per hour, but is subject to reasonable change over time) for each hour of time devoted by Consultant to the performance of such services, provided, however, that for time traveling by Consultant in conjunction with the performance of such services Client shall pay Consultant only 50% of the Consultant's normal published rate. (The draft Ordinance as initially provided to Client shall require an applicant to pay, in advance of any work related to the application or the application process, a sum to be put into an escrow account to assure that Client is reimbursed by the applicant for the amounts payable by Client hereunder to the Consultant.)
- (c) Consultant shall invoice Client regularly, but no less frequently than monthly, after services have been performed, for any compensation payable pursuant to paragraph 5(b) of this agreement. Such invoices shall be due and payable upon receipt, but in no case later than thirty (30) days.

6. REIMBURSEMENT FOR EXPENSES

For services performed hereunder, Client shall reimburse Consultant, for out-of-pocket expenses for the following items:

- (a) Travel-related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute;
- (b) Expedited or overnight delivery service;
- (c) Any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement.

Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

7. TERM OF AGREEMENT; TERMINATION

This agreement shall be for a period of a minimum of three (3) years commencing on the date set forth at the top of page one (1) of this agreement. In the event that the Consultant refuses or fails to provide services hereunder with due diligence, or is guilty of a substantial violation of any provision of this agreement, Client shall send Consultant written notice that the Consultant has thirty (30) days to cure said default; and, if at the end of said thirty (30) day period Consultant has not cured said default, this agreement may be terminated. After the three (3) year period, the agreement will continue automatically on a month-to-month basis, unless terminated in writing by either party with sixty (60) days notices.

8. STATUS OF CONSULTANT

Consultant and Client agree that in the performance of Consultant's services hereunder, Consultant shall not be deemed to be an employee of Client for any purpose whatsoever, nor act under Color of State.

9. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Laws of the State of _____.

11. COMPLETE AGREEMENT; MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement that have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the Consultant and Client by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

CONSULTANT

CLIENT: DELHI CHARTER TOWNSHIP, INGHAM CO., MI

By: _____
 R.A.Comi
 The Center for Municipal Solutions

By: _____
 Supervisor

By: _____
 McKenna Associates, Inc.

By: _____
 Clerk

MUNICIPAL WIRELESS INFORMATION REVIEW AND EXPERTISE

HOW IT WORKS.

The goal of the M-WIRE program is to make it as easy as possible for you to protect the safety, character and financial interests of your community. We've simplified the process to just five steps.



You contract with McKenna.



McKenna prepares for you a new state-of-the-art wireless ordinance, or you may use your current ordinance.



You adopt the ordinance and new fee schedule. (The new fees are the mechanism that will ensure the wireless applicant pays all costs and that there is NO COST TO THE COMMUNITY.)



You refer all prospective wireless applicants to McKenna. McKenna provides applicants with direction and handles reviews and recommendations to your approval board.



You and your community enjoy peace of mind, knowing that when it comes to wireless, the character, safety, service coverage and financial interests of your municipality are protected!

REGULATING TOWERS AND WIRELESS FACILITIES

Local governments are responsible for balancing public interests against the needs of the wireless companies. But to do this, they must have control of the issue. McKenna can now offer communities the technical expertise they need to maintain or regain control—all at no cost to the community.

THE GOAL OF REGULATING WIRELESS FACILITIES

- To create a new source of non-tax revenue.
- To protect the community's character against uncontrolled proliferation of towers and wireless facilities.
- To assure that any new towers or facilities have minimal visual impact
- To assure that any new tower will be erected only after proof that there is no alternative.
- To assure that any new tower will be the lowest possible height, while still allowing multiple carriers to co-locate on it.
- To assure that the community will always be in control of the issue.
- To assure a rational, reasonable, orderly approach to wireless that provides the carrier what it needs while protecting the public interest.

All of the above can be achieved at no cost to the community or taxpayers.

MCKENNA CAN HELP YOU CREATE A WIN-WIN OUTCOME FOR THE WIRELESS INDUSTRY AND YOUR COMMUNITY.

We make the issue simple and put you in control by providing you

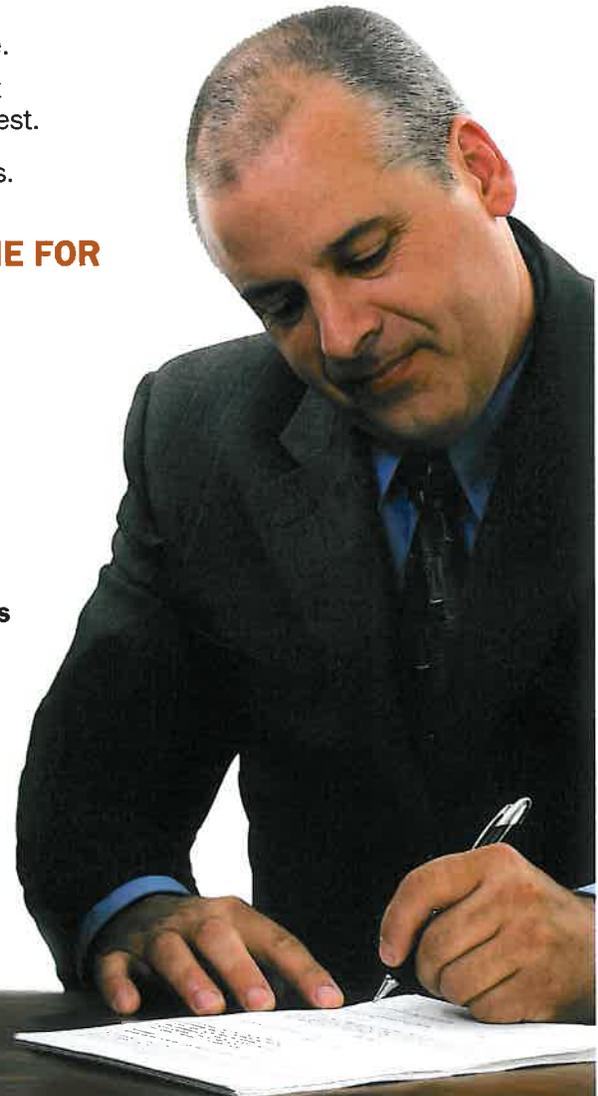
- An Ordinance
- Permitting Process
- Application Review and
- Construction Inspection Service

We provide expert regulatory guidance and assistance on siting towers and wireless facilities.

We provide the preeminent ordinance of its kind in the nation.

(A model now used by nearly 2000 communities across the country.)

For more information call McKenna at **888.226.4326**
or visit **www.mcka.com**.



McKenna
ASSOCIATES
888-226-4326 www.mcka.com

IS YOUR COMMUNITY LEAVING MONEY ON THE TABLE?



INTRODUCING M-WIRE: MUNICIPAL WIRELESS INFORMATION REVIEW AND EXPERTISE

With cell phones and other wireless communication devices rapidly replacing the personal computer, demand for new wireless facilities is poised to explode. The coming years will likely bring an onslaught of new requests for cell towers and other wireless infrastructure to municipalities like yours.

McKenna Associates is now teaming with the nation's top independent wireless consultant to help municipalities improve their ability to negotiate with wireless companies. The Center for Municipal Solutions, CMS, is the only firm of its kind working exclusively for municipalities—never the wireless industry.

McKenna/CMS is uniquely qualified to help your community

- **Keep control**
- **Ensure safety and aesthetics**
- **Increase revenue**
- **Enable coverage with minimal impact**

— all at no cost to you!

To find out how you can protect your community's future and secure a vital revenue source, call your McKenna/CMS team member today at **888.226.4326**.



McKenna
ASSOCIATES
888-226-4326 www.mcka.com

FAQ ABOUT M-WIRE

FAQ

By teaming with CMS, the nation's premier municipal wireless consulting firm, McKenna Associates is now uniquely qualified to help Midwest communities level the playing field when it comes to negotiating with wireless companies. M-WIRE will allow you to protect your community's character while keeping local control—all without raising your costs.

How can McKenna deliver better service without charging us more?

Additional permitting fees—paid by the applicant (the wireless companies)—will cover all costs, including your additional administrative costs. This program is revenue positive. Your expenses will not increase, though your revenue will.

What can you tell me about the Center for Municipal Services or CMS?

Founded in 1997, the Center for Municipal Services, or CMS, is a national municipal wireless consultant firm with no association with any wireless carrier or tower company. CMS works EXCLUSIVELY for municipalities like yours.

CMS experts assist approximately 600 municipalities in 30 states. They have reviewed thousands of wireless applications and provided hundreds of wireless siting regulations. CMS is now partnering with McKenna Associates to provide municipal wireless siting services to communities in the Midwest.

How can we find out if the M-WIRE program would be right for our community?

Chances are your municipality is leaving money on the table when it comes to negotiating with the wireless companies—and that you're giving up far more control than you should be.

To find out if the M-WIRE program can help your community increase revenue and gain control—all at no additional cost—call McKenna Associates at **888.226.4326**.



McKenna
ASSOCIATES

888-226-4326 www.mcka.com

PRESS & ARGUS

August 31, 2010

www.livingstondaily.com

COURTS

Tower blaze spawns lawsuit

Lawyer for structures owner, maker says negligence not to blame

By Jason Carmel Davis
DAILY PRESS & ARGUS

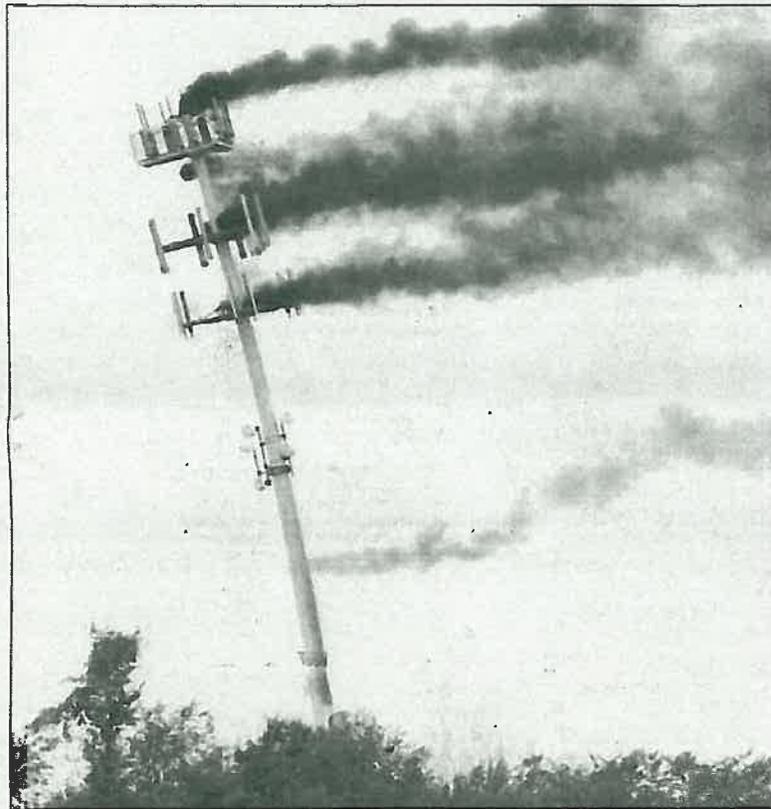
The insurance company that paid out more than \$100,000 to Howell Public Schools after a cell phone tower caught fire in 2007 has filed a civil suit claiming negligence on the part of the company that owns the tower and the company that manufactured the tower.

A SET SEG, a Lansing-based company that insures the Howell district and more than 400 other Michigan school systems, in June filed a complaint against Massachusetts-based American Towers Inc. and Commstructures Inc. of Florida, alleging the fire and subsequent damage were a result of negligence of the defendants. Howell Public Schools is not a party to the suit.

The insurance company is seeking an unspecified amount from the two defendants.

A pretrial hearing has been set for June 17 in Livingston County Circuit Judge Michael P. Hatty's courtroom.

Wayne Geik, the attorney representing the defendants, in his answer said the plaintiff's complaint is defective since it did not include a copy of the insurance policy. Geik also wrote that any damage sustained by school district buildings and land was caused by something other than negligence. Mark Ostrowski, representing SET SEG, on Monday declined comment on the suit, as it is still pending.



File photo by GILLIS BENEDICT/DAILY PRESS & ARGUS

A cellular tower near M-59 and Highlander Way in Howell burns July 24, 2007. The insurance company that paid out more than \$100,000 to Howell Public Schools after the blaze is suing the maker and the owner of the tower for negligence, which the attorney for the defendants denies.

The fire caused damage to 10 wireless radar-transmitting computers and associated cables and equipment owned by Howell schools. Four cell phone carriers lease space on the tower, including Sprint, Nextel and AT&T.

That tower and its transmitting capabilities allow for communication between a number of the district's build-

ings, according to Howell Associate Superintendent of Business Rick Terres.

Also damaged in the fire was the school district's bus garage. The district last year recouped money from the insurance provided by SET SEG, Terres said. Contact Daily Press & Argus reporter Jason Carmel Davis at (517) 552-2857 or at jcdavis@gannett.com.

THURSDAY
August 19, 2010

The Observer & Eccentric
Newspapers

Volume 46
Number 25

\$1.00

GARDEN CITY
OBSERVER
hometownlife  .com

City looks at new ordinance for wireless carrier towers

By Sue Buck
OBSERVER STAFF WRITER

With no end in sight to the soaring popularity of text messaging, GPS equipment, and other wireless devices, Garden City is considering drafting a new wireless ordinance to ensure that the city is prepared for an increase in activity from wireless carriers rushing to upgrade or install new equipment.

The new ordinance, which would be written with assistance from the city's planning consulting firm, McKenna Associates, would allow the city to better manage wireless carrier requests for cell tower permits, regulate tower locations and heights, negotiate tower lease rates, and protect the safety and character' of the city.

It would reportedly at come at no cost to the city or taxpayers.

"With the wireless industry moving at 21st century speeds, we need to be

sure we're responding with a 21st century wireless ordinance that protects both the character of our city and the safety of our citizens," said Garden City Manager David Harvey. "These issues will affect our city for the next 20 years and beyond, so we absolutely have to bring our A game. This program will help us do that."

The ordinance will need to be reviewed by the Garden City Planning Commission, a public hearing held and considered for adoption by the Garden City Council.

Through McKenna's Municipal Wireless Information, Review and Expertise program, Garden City expects to establish a new wireless ordinance, in addition to having all wireless permit requests and lease negotiations reviewed by the nation's "top municipal wireless expert."

The firm said that it has "partnered" with CMS consulting, referred to as

"the nation's only municipal wireless consulting firm that does not have ties to the wireless industry," to bring advanced wireless consulting services to communities like Garden City.

"In the past, most communities and even their planning consultants had very little 'capability to interpret the extremely complex charts and figures submitted by wireless carriers arguing for a new tower or setting the terms of a lease,'" said Sally Hodges, senior vice president at McKenna Associates. "Now we're leveling the playing field by giving communities the chance to walk into negotiations with the same level of expertise that the carriers have, all at zero cost to the community."

Both the new ordinance and the expert wireless assistance would come at no cost to taxpayers. Instead, with McKenna's help, Garden City would establish a system in which the wire-

less carriers pay the administrative costs of the wireless reviews and negotiations generated by their applications.

McKenna is also helping Garden City clarify ownership and lease payments for a cell tower on city property.

She said that McKenna is providing similar services to cities, villages and townships across the Midwest, including Peoria, Ill., Tipp City, Ohio, and Rockwood and Flat Rock, Mich.

Northville-based McKenna Associates provides community planning, landscape architecture, urban design, zoning, economic development, public relations and public participation, and municipal wireless services to more than 150 cities, counties, townships, villages and select private firms across the Midwest.

sbuck@hometownlife.com | (313) 222-2249

EDITORIALS

"Where there is no vision, the people perish."

FRED GROSER Publisher

NEWS

DEBBY KRENEK Editor in Chief and EVP/Digital Media
DEBORAH HENLEY Executive Editor
DOUGLAS DUTTON, CLIFF SCHECHTMAN
Associate Managing Editors

OPINION

RITA CIOLLI
Editor of the Editorial Pages
ALLEEN BARBER
Deputy Editor of the Editorial Pages

Calling all towns

Long Islanders love their handheld devices and cell phones, but not ugly transmission towers. Here's how localities can regulate the structures

In our hyperconnected culture, the dropped call and the "No Service" message on a cell phone screen are ever-more annoying realities. But we don't seem happy about the remedy: more cell towers, for wider coverage and more capacity. That technological dilemma is unfolding in town and village halls across Long Island.

The problem is that the federal Telecommunications Act of 1996 limits how towns can regulate cell phone carriers and the companies that build their towers. Still, there are things municipalities can — and should — do.

To respond to concerns of citizens objecting to proposed new facilities, towns need to pass carefully crafted legislation. The goal is to make the carriers prove need and to encourage collocation: placing new transmitters on existing towers, instead of erecting new ones. And towns need to get expert advice on how the 1996 act affects them. Southold and Hempstead, for example, are doing just that.

'Frankenpines' and health scares

Some objections are based on the aesthetics of the transmitters, which can range in appearance from the invisible (hidden in a church steeple) to the hideous (fake trees so ugly they have been dubbed "Frankenpines.")

But many concerns are rooted in unproven claims of the dangers of electromagnetic radiation. There's no definitive scientific finding that transmitters are harmful. The phones, held close to the head, are a likelier source of worry. The Food and Drug Administration is studying phones, but determining whether there is harm is still a long way off.

Still, some people will keep worrying about radiation, from phones or transmitters. So towns should make sure that proposed new towers — or new transmitters on existing towers — meet Federal Communications Commission emission standards. But as long as facilities meet the standards, towns can't reject them for health reasons. The federal act won't allow it.

That's not all the statute prohibits

Towns can't just sit on applications forever or give preferential treatment to one carrier over another. Nor can they exclude facilities by enacting excessively tight zoning restrictions. It's already been established, for example, that a town that's almost entirely residential can't get away with banning them from residential areas.

The approach in Hempstead's new legislation, scheduled for a town board vote later this month, is more nuanced. It sets up a list of seven priorities for siting. The most preferred priority is placement on existing towers on town or other public property. The least preferred is new towers in residentially zoned areas.

That's a sensible approach. Hempstead is a big town with a lot of public-

ly owned and nonresidential land. So it would be tough for a carrier to argue successfully in court that the town is being unfairly restrictive.

The Hempstead ordinance also requires carriers to demonstrate that the new facility will have "the least adverse visual effect on the environment." And it sets up detailed criteria for the carrier to demonstrate the need for additional coverage.

Need is not a simple issue. It's not just about coverage, the ability to get a cell signal in a given area. It's also about capacity, the system's ability to transmit the increasingly heavy load of data and call volume.

The soaring demand

There's no question that demand for cell phone service will keep increasing. One factor is the rise of smart phones, with their data-heavy activities, such as downloading movies. Another is the rising number of people giving up landlines and relying solely on cell phones. And carriers want to provide enough capacity to meet spikes in usage, such as the flood of drive-time calls from people stuck in traffic.

All this demand creates dilemmas. The carriers are stuck between their customers' desire for better service and the towns' demands that compa-

nies prove need. The towns are caught between voters' aversion to towers and the limits that federal law places on local control of siting.

Most towns don't have the in-house expertise to navigate that maze. So they need expert help. Southold signed a municipal telecommunications consultant, the Center for Municipal Solutions, and amended parts of its existing legislation. Hempstead hired the same center, which helped draw up its pending legislation. Whatever consultant a town chooses, carriers have to pay for them to analyze wireless applications, just as developers have to pay the cost of environmental impact studies.

That's what the future of wireless regulation will look like. As long as we use cell phones more and more, not just to make simple phone calls, but to download a lot of data, we'll need greater capacity and coverage. And that will create controversy.

The role of municipalities is to make the carriers play by the rules. The role of citizens is to hold local government accountable, but not to expect the impossible. Good service requires more capacity. There's no way around that iron rule of our constantly connected modern era. **EW**

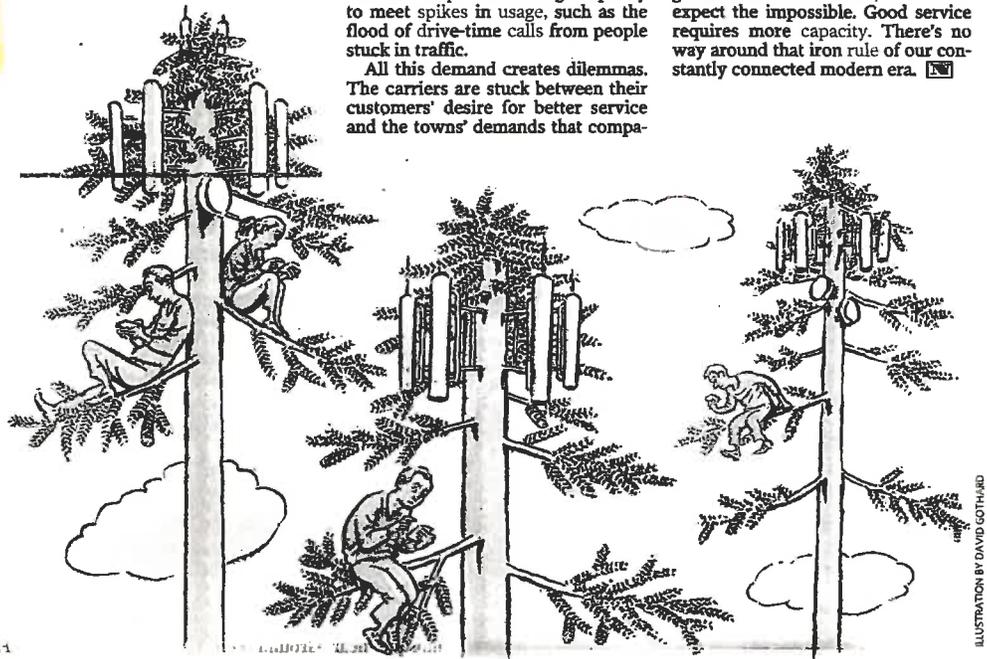


ILLUSTRATION BY DAVID GOTHARD

THE MORNING JOURNAL

Serving Northern Ohio

Tuesday, October 26, 2010

NEWS

Avon Lake votes, nixes Wi-Fi tower near Learwood Square Shopping Plaza

By MEGAN ROZSA

AVON LAKE — A wireless tower will not be built behind the Learwood Square Shopping Plaza in Avon Lake ... at least not yet.

City Council voted against the pole, 5-1, at last night's meeting, with the lone supporter being Ward 4 Councilman David Kos. Council's vote was met with applause by tower dissenters.

Clear Wire Wireless wanted to build a 150-foot Wi-Fi tower behind the Learwood Plaza to increase Internet coverage in that area of town. However, the proposal came under scrutiny when Harbor Court and Meadow Vistas residents questioned the validity and safety of the pole. Currently, Meadow Vistas is zoned commercial.

City Council hired consultant McKenna Associates to research whether a pole was needed in that area, and McKenna came back with the result that it is not warranted.

Before the final vote was taken, several residents spoke against the pole and urged council to vote it down.

"Putting my home in a fall zone is not right," one Meadow Vistas resident said. "If you put this near my home, (Housing and Urban Development) will sue the city. When you gave

permission to build this building on that lot, you should have made it residential. That's a mistake on your part."

A Harbor Court resident reiterated McKenna's finding and said that if it's not needed, what's the point?

Another Meadow Vistas resident brought up the fact that the towers are known to fall, and she doesn't want to become a victim.

"Those towers have been known to fall, burn and drop icicles off them," she said. "(Clear Wire and council) failed to realize that there are people living within 120 feet of the tower. We're still there, even if someone doesn't want to count us."

Clear Wire's attorney spoke in favor of the pole and said that the city violated its own ordinances by hiring a biased consultant who had already prejudged the tower application.

When it came down to the vote, Kos explained that he would vote for the pole because he previously voted for two other towers to come to the city. He wanted to maintain consistency. He also said it will help bring businesses to the area.

"The only way Avon Lake will be able to push forward and stay on top during these tough

economic times is to be on the cutting edge of technology," Kos said. "It can be a lure for new businesses to select the east side to open a business."

He added, "How can I go back to Ward 3 and Ward 4 residents and say, 'I put a tower up in your backyard, but I won't put it up in theirs?'"

Ward 2 Councilwoman Jennifer Fenderbosch, who is also a member of Planning Commission, was originally for the tower, but switched after research. She said Planning Commission made a mistake in voting through the original application, but it was not commission's fault because Clear Wire did not provide a complete packet of information.

Councilman at large Dan Bucci said he voted against the tower because of its location and height, not because of any associated health effects.

Kos has previously stated that he believed Clear Wire would take the city to court should the issue be voted down. Council is unsure where the issues stands at this point.

The next Collective Committee Meeting will be at 7:30 p.m. on Nov. 1.

<http://www.morningjournal.com/articles/2010/10/26/news/mj3549373.txt>

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 15, 2011**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, February 15, 2011 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Goodrich called the meeting to order at 7:35 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present: Supervisor Stuart Goodrich, Clerk Evan Hope, Trustees Derek Bajema, John Hayhoe, Jerry Ketchum, Roy Sweet

Member Absent: Treasurer Harry Ammon

Others Present: John Elsinga, Township Manager
Mark Jenks, Director of Parks and Recreation
Sandra Diorka, Director of Public Services
Tracy Miller, Director of Community Development
Wendy Thielen, Assistant Township Manager of Human Resources
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

Trustees Bajema, Hayhoe and Sweet presented checks to Mark Jenks, Director of Parks and Recreation, to be used toward the Valhalla Park Restroom/Pavilion.

COMMENTS FROM THE PUBLIC - None

CONSENT AGENDA

- A. Approval of Minutes – Committee Meeting of January 18, 2011
- B. Approval of Minutes – Regular Meeting of January 18, 2011
- C. Approval of Claims – January 25, 2011 (ATTACHMENT I)
- D. Approval of Claims – February 8, 2011 (ATTACHMENT II)
- E. Approval of Payroll – January 20, 2011 (ATTACHMENT III)
- F. Approval of Payroll – February 3, 2011 (ATTACHMENT IV)

Trustee Bajema requested that Item D – Approval of Claims-February 8, 2011 be removed from the consent agenda for discussion.

**SWEET MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED WITH
ITEM D APPROVAL OF CLAIMS-FEBRUARY 8, 2011 REMOVED FROM THE
CONSENT AGENDA FOR DISCUSSION.**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 15, 2011**

A Roll Call Vote was recorded as follows:

Ayes: Bajema, Goodrich, Hayhoe, Hope, Ketchum, Sweet

Absent: Ammon

MOTION CARRIED

NEW BUSINESS

PROPOSAL FOR TECHNICAL SUPPORT PROGRAM FOR THE PUBLICLY OWNED TREATMENT WORKS (POTW) – SIEMENS BUILDING TECHNOLOGIES, INC.

The Board reviewed memorandums dated February 9, 2011 from Twp. Mgr. Elsinga and Sandra Diorka, Director of Public Services (ATTACHMENT V).

HAYHOE MOVED TO APPROVE THE RENEWAL WITH SIEMENS BUILDING TECHNOLOGIES, INC. FOR THE HEATING VENTILATION AND AIR CONDITIONING TECHNICAL SUPPORT PROGRAM FOR A FIVE (5) YEAR TERM BEGINNING FEBRUARY 1, 2011 IN THE AMOUNT OF \$24,926 THE FIRST YEAR, \$25,674 THE SECOND YEAR AND \$26,444 FOR THE THIRD, FOURTH AND FIFTH YEAR.

A Roll Call Vote was recorded as follows:

Ayes: Goodrich, Hayhoe, Hope, Ketchum, Sweet, Bajema

Absent: Ammon

MOTION CARRIED

RESOLUTION NO. 2011-002 – SET PUBLIC HEARING FOR MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT APPLICATION – NORTH TRAIL CONNECTOR PROJECT.

The Board reviewed memorandums dated February 7, 2011 from Twp. Mgr. Elsinga and February 9, 2011 from Tracy Miller, Director of Community Development (ATTACHMENT VI).

SWEET MOVED TO ADOPT RESOLUTION NO. 2011-002 WHICH SETS A PUBLIC HEARING FOR MARCH 15, 2011 AT 8:00 P.M. TO HEAR COMMENTS ON THE SUBMITTAL OF A MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT APPLICATION FOR THE NORTH TRAIL CONNECTOR PROJECT.

A Roll Call Vote was recorded as follows:

Ayes: Hayhoe, Hope, Ketchum, Sweet, Bajema, Goodrich

Absent: Ammon

MOTION CARRIED

ZONING AND DEVELOPMENT

AMENDMENT TO ZONING ORDINANCE NO. 39 – PROVISIONS FOR MEDICAL MARIHUANA (ZONING ORDINANCE NO. 39.157)

The Board reviewed a memorandum dated February 9, 2011 from Tracy Miller, Director of Community Development (ATTACHMENT VII).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 15, 2011**

HAYHOE MOVED TO AMEND ZONING ORDINANCE NO. 39 FOR THE PURPOSE OF ADDING PROVISIONS FOR MEDICAL MARIHUANA IN ACCORDANCE WITH THE MICHIGAN MEDICAL MARIHUANA ACT, AS RECOMMENDED BY THE PLANNING COMMISSION AT THEIR FEBRUARY 14, 2011 MEETING, AND ESTABLISHING A \$100 "MEDICAL MARIHUANA LOCATION PERMIT" FEE (ZONING ORDINANCE NO. 39.157).

A Roll Call Vote was recorded as follows:

Ayes: Sweet, Bajema, Goodrich, Hayhoe, Hope

Nay: Ketchum

Absent: Ammon

MOTION CARRIED

PUBLIC HEARINGS – 8:00 P.M.

APPLICATION OF XG SCIENCES, INC. FOR EXEMPTION OF NEW PERSONAL PROPERTY AND INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE

HOPE MOVED TO OPEN THE PUBLIC HEARINGS ON THE APPLICATION OF XG SCIENCES, INC. FOR EXEMPTION OF NEW PERSONAL PROPERTY AND ON THE APPLICATION OF XG SCIENCES, INC. FOR INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE.

A Voice Poll was recorded as follows: All Ayes

Absent: Ammon

MOTION CARRIED

Scott Murray and Dawn Baetsen, XG Sciences, explained the operations of XG Sciences.

Motion to Close Public Hearings – 8:16 p.m.

HOPE MOVED TO CLOSE THE PUBLIC HEARINGS.

A Voice Poll was recorded as follows: All Ayes

Absent: Ammon

MOTION CARRIED

NEW BUSINESS cont'd

RESOLUTION NO. 2011-003 – APPLICATION FOR EXEMPTION OF NEW PERSONAL PROPERTY – XG SCIENCES, INC.

The Board reviewed memorandums dated February 9, 2011 from Twp. Mgr. Elsinga and February 10, 2011 from Tracy Miller, Director of Community Development (ATTACHMENT VIII).

SWEET MOVED TO ADOPT RESOLUTION NO. 2011-003 WHICH APPROVES THE APPLICATION FOR EXEMPTION OF NEW PERSONAL PROPERTY FOR XG SCIENCES, INC.

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 15, 2011**

A Roll Call Vote was recorded as follows:

Ayes: Hope, Ketchum, Sweet, Bajema, Goodrich, Hayhoe

Absent: Ammon

MOTION CARRIED

**RESOLUTION NO. 2011-004 – APPLICATION FOR INDUSTRIAL FACILITIES TAX
EXEMPTION CERTIFICATE – XG SCIENCES, INC.**

The Board reviewed memorandums dated February 9, 2011 from Twp. Mgr. Elsinga and February 10, 2011 from Tracy Miller, Director of Community Development (ATTACHMENT IX).

**BAJEMA MOVED TO ADOPT RESOLUTION NO. 2011-004 WHICH APPROVES THE
APPLICATION FOR INDUSTRIAL FACILITIES TAX (IFT) ABATEMENT CERTIFICATE
FOR XG SCIENCES, INC.**

A Roll Call Vote was recorded as follows:

Ayes: Ketchum, Sweet, Bajema, Goodrich, Hayhoe, Hope

Absent: Ammon

MOTION CARRIED

**ITEM REMOVED FROM CONSENT AGENDA FOR DISCUSSION / ACTION – APPROVAL OF
CLAIMS – FEBRUARY 8, 2011**

HOPE MOVED TO APPROVE THE CLAIMS OF FEBRUARY 8, 2011.

Trustee Bajema questioned the payment to Hubbell, Roth & Clark.

A Roll Call Vote was recorded as follows:

Ayes: Sweet, Bajema, Goodrich, Hayhoe, Hope, Ketchum

Absent: Ammon

MOTION CARRIED

REPORTS

SUPERVISOR

Supervisor Goodrich stated that he will be on the Tim Barron Radio Show (Radio Station 92.9) Thursday, February 17, 2011 to discuss the Blue Cross and Blue Shield Plan WalkingWorks, the Blue Program for a Healthier America.

Supervisor Goodrich stated that the Township has come to an agreement with the Ingham County Road Commission in regards to resurfacing Cedar Street from Dallas Road to Aurelius Road. The Delhi Downtown Development Authority and the Township will each contribute \$5,000 to the cost of the project design. It is anticipated that the project will begin late summer of 2011. The project will consist of resurfacing, curb repairs, a pedestrian crossing and ADA compliance. At this time, Cedar Street will remain four lanes.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 15, 2011**

TRUSTEES

TRUSTEE BAJEMA

Trustee Bajema spoke of reviewing the regionalization of ambulance billing to take advantage of lower costs by combining services. Twp. Mgr. Elsinga stated that if the Board desires, the topic could be brought back to the Board at the March 1, 2011 meeting for discussion.

TOWNSHIP MANAGER

Twp. Mgr. Elsinga stated that Al McFadyen, DDA Executive Director, has two seats available for the Lansing Regional Chamber 2011 Annual Awards Dinner. The event will be held on February 24, 2011.

ADJOURNMENT

Meeting adjourned at 8:38 p.m.

Date: _____

Evan Hope, Township Clerk

Date: _____

Stuart Goodrich, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

January 25, 2011

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated January 25, 2011 numbered 78571 thru 78634 & ACH 1371 thru 1383 . Every invoice has a payment authorizing signature(s).

Dated: January 25, 2011

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated January 25, 2011 show payments made from the following funds:

General Fund	\$	343,791.30
Fire Fund		41,658.55
Police Fund		178,693.08
Fire Equip. & Apparatus Fund		2,555.53
Water Improvement Fund		157.00
Downtown Development Fund		114,601.97
Trust & Agency Fund		(5,251.90)
Current Tax Fund		1,272.34
Sewer Fund		<u>79,847.98</u>
 Grand Total	 \$	 <u>757,325.85</u>

Includes the following to be reimbursed from separate bank accounts:

Current Tax	\$	1,272.34
-------------	----	----------

Dated: January 25, 2011

Marian Frane, Director of Accounting

III. Approval for Distribution: I have reviewed the above checks and invoices and all of them should be distributed. All invoices over \$10,000.00 have been approved by general policy or previous motions of the board. (Siemens Industry, Inc. \$62,047.49 for HVAC Controls Upgrade @ CSC, 9/7/10)

Dated: January 25, 2011

John B. Elsinga, Township Manager

Evan Hope, Township Clerk

Harry R. Ammon, Treasurer

IV. Board Audit and Approval: At a regular meeting of the Township Board held on February 15, 2011 a motion was made by _____ and passed by ____ yes votes and ____ no votes (_____ absent) that the list of claims dated January 25, 2011, was reviewed, audited and approved.

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 01/12/2011 - 01/25/2011

Vendor	Invoice Description	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM	RETIREES HEALTH INS FEBRUARY	192.70
	Total For Dept 000.00	192.70
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	24.90
AMWAY GRAND PLAZA	MTA CONFERENCE HOTEL/GOODRICH	142.02
	Total For Dept 101.00 LEGISLATIVE	166.92
Dept 171.00 MANAGER		
SBAM	HEALTH INSURANCE FEBRUARY	933.66
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	90.47
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	137.46
DBI BUSINESS INTERIORS	DATE STAMPERS	119.97
	Total For Dept 171.00 MANAGER	1,281.56
Dept 191.00 ACCOUNTING		
SBAM	HEALTH INSURANCE FEBRUARY	1,478.30
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	47.31
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	71.80
PAPER IMAGE PRINTING	30 BUDGET BOOKS BINDING & COVERS	128.00
	Total For Dept 191.00 ACCOUNTING	1,725.41
Dept 215.00 CLERK		
SBAM	HEALTH INSURANCE FEBRUARY	2,489.78
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	62.25
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	94.49
DBI BUSINESS INTERIORS	DATE STAMPERS	59.99
DELHI TOWNSHIP TREASURER	MILEAGE 1/1-12/31/10-GOULET	19.65
CAP AREA MUNICIPAL CLERK	2011 CAMCA DUES/HOPE	15.00
CAP AREA MUNICIPAL CLERK	2011 CAMCA DUES/FINCH	15.00
	Total For Dept 215.00 CLERK	2,756.16
Dept 228.00 INFORMATION TECHNOLOGY		
SBAM	HEALTH INSURANCE FEBRUARY	933.66
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	28.22
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	42.75
FACTORY DIRECT INK & TONER	TONER CARTRIDGE	55.99
FACTORY DIRECT INK & TONER	2 TONER CARTRIDGES	224.98
APPLICATION SPECIALIST	ANTI-VIRUS 1/20-2/19/11	270.00
APPLICATION SPECIALIST	95 VIPRE ENTERPRISE LICENSES	1,247.35
TRITECH EMERGENCY MED	SOFTWARE SUPPORT 2/2011-2/2012	6,546.73
	Total For Dept 228.00 INFORMATION TECHNOLOGY	9,349.68

Dept 253.00 TREASURERS		
SBAM	HEALTH INSURANCE FEBRUARY	233.44
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	40.67
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	62.05
DELHI TOWNSHIP TREASURER	LUNCH/TEBEAU	15.00
	Total For Dept 253.00 TREASURERS	<u>351.16</u>

Dept 257.00 ASSESSING		
SBAM	HEALTH INSURANCE FEBRUARY	2,100.76
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	63.91
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	96.04
360 SERVICES, INC.	2011 PERSONAL PROP STATEMENTS	27.32
DBI BUSINESS INTERIORS	DATE STAMPERS	39.99
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	149.40
DELHI TOWNSHIP TREASURER	PARKING/WILSON	3.00
DELHI TOWNSHIP TREASURER	PARKING/WILSON	2.00
DELHI TOWNSHIP TREASURER	LUNCH/HANES	15.00
DELHI TOWNSHIP TREASURER	LUNCH/HANES	8.48
DELHI TOWNSHIP TREASURER	LUNCH/WILSON	15.00
DELHI TOWNSHIP TREASURER	LUNCH/HANES	15.00
DELHI TOWNSHIP TREASURER	LUNCH/TOBIAS	12.00
MID-MICH ASSOC OF ASSESS	MMAAO 2011 DUES/WILSON	15.00
MID-MICH ASSOC OF ASSESS	MMAAO 2011 DUES/HANES	15.00
MID-MICH ASSOC OF ASSESS	MMAAO 2011 DUES/MUNSON	15.00
TRI-COUNTY ASSESSOR'S	2011 DUES/WILSON	10.00
	Total For Dept 257.00 ASSESSING	<u>2,602.90</u>

Dept 262.00 ELECTIONS		
PRINTING SYSTEMS, INC.	5,000 VOTER ID CARDS & FREIGHT	237.28
	Total For Dept 262.00 ELECTIONS	<u>237.28</u>

Dept 265.00 BUILDING & GROUNDS		
SBAM	HEALTH INSURANCE FEBRUARY	501.38
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	13.15
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	19.90
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	41.14
SAM'S CLUB DIRECT	KLEENEX	77.88
MAID BRIGADE OF LANSING	CLEANING SERVICES/DDA	975.00
ROSE PEST SOLUTIONS	2011 PEST CONTROL	604.20
SAFETY SYSTEMS, INC	MONITORING REPORTS/2074 AURELIUS	120.00
SAFETY SYSTEMS, INC	MONITORING FIRE ALARMS	75.00
SAFETY SYSTEMS, INC	REPLACING DOOR STRIKE/LIBRARY	624.00
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	442.21
GRAINGER	28 QT RECYCLE CONTAINER	21.69
INTEGRATED DESIGN SOLUT	TECHNICAL ENERGY ANALYSIS/CSC	0.00
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	352.34
INTEGRATED DESIGN SOLUT	TECHNICAL ENERGY ANALYSIS/CSC	2,500.00
SIEMENS INDUSTRY, INC.	HVAC CONTROLS UPGRADE/CSC	68,941.65
	Total For Dept 265.00 BUILDING & GROUNDS	<u>75,309.54</u>

Dept 276.00 CEMETERY		
SBAM	HEALTH INSURANCE FEBRUARY	779.93
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	20.45
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	30.94
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	63.99
Total For Dept 276.00 CEMETERY		895.31

Dept 336.00 FIRE DEPARTMENT		
DELHI TOWNSHIP TREASURER	PROPANE	21.50
DELHI TOWNSHIP TREASURER	REFRESHMENTS	22.68
Total For Dept 336.00 FIRE DEPARTMENT		44.18

Dept 446.00 INFRASTRUCTURE		
INGHAM COUNTY DRAIN COMM	TOWNSHIP-AT-LARGE DRAINS 2010	196,756.35
DELHI TOWNSHIP TREASURER	PAARKING/BRYANT	5.00
Total For Dept 446.00 INFRASTRUCTURE		196,761.35

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM	HEALTH INSURANCE FEBRUARY	5,913.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	129.06
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	195.91
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	119.52
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	122.14
DELHI TOWNSHIP TREASURER	PARKING/MILLER	5.00
DELHI TOWNSHIP TREASURER	PARKING/MILLER	5.00
DELHI TOWNSHIP TREASURER	RELEASE & DISCHARGE PROP IMPR	14.00
MECHANICAL INSPECTORS	SPRING CONFERENCE/SIMONS	225.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		6,728.89

Dept 752.00 ADMINISTRATION		
SBAM	HEALTH INSURANCE FEBRUARY	778.04
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	44.40
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	67.23
TRI-COUNTY OFFICE ON AGING	MEALS ON WHEELS	7,500.00
Total For Dept 752.00 ADMINISTRATION		8,389.67

Dept 771.00 PARKS		
SBAM	HEALTH INSURANCE FEBRUARY	1,167.10
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	19.09
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	27.98
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	359.64
SAFETY SYSTEMS, INC	MONITORING REPORTS/VAHALLA	138.00
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	10.32
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS #PARK	52.37
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	166.34
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	26.87
Total For Dept 771.00 PARKS		1,967.71

Dept 774.00 RECREATION		
SBAM	HEALTH INSURANCE FEBRUARY	933.66
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	21.16
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	32.16
Total For Dept 774.00 RECREATION		<u>986.98</u>

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE FEBRUARY	31.60
SBAM	RETIREES HEALTH INS FEBRUARY	6,299.34
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	507.96
MI MUNICIPAL RISK MANAGE	2011 PROPERTY/LIABILITY INSURANCE	27,205.00
Total For Dept 850.00 OTHER FUNCTIONS		<u>34,043.90</u>

Total For Fund 101 GENERAL FUND	<u><u>343,791.30</u></u>
---------------------------------	--------------------------

Fund 206 FIRE FUND		
Dept 336.00 FIRE DEPARTMENT		
SBAM	HEALTH INSURANCE FEBRUARY	10,892.78
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	243.55
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	463.31
BARYAMES CLEANERS	UNIFORM CLEANING	88.90
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	89.64
TRI-COUNTY EMERGENCY	TCEMCA REFUSAL FORMS	21.00
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	751.06
LIFEGAS LLC	CYLINDER RENTAL	192.95
LIFEGAS LLC	OXYGEN	147.49
FIRE CHIEF MAGAZINE	1 YR SUBSCRIPTION/ROYSTON	68.00
MAAS	2011 MAAS DUES/BROWN	155.00
MI MUNICIPAL RISK MANAGE	2011 PROPERTY/LIABILITY INSURANCE	28,143.00
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	26.87
MERIDIAN TOWNSHIP FIRE	MA ASSISTANCE	375.00
Total For Dept 336.00 FIRE DEPARTMENT		<u>41,658.55</u>

Total For Fund 206 FIRE FUND	<u><u>41,658.55</u></u>
------------------------------	-------------------------

Fund 207 POLICE FUND		
Dept 301.00 POLICE		
INGHAM COUNTY TREASURER	JANUARY POLICE CONTRACT	178,693.08
Total For Dept 301.00 POLICE		<u>178,693.08</u>

Total For Fund 207 POLICE FUND	<u><u>178,693.08</u></u>
--------------------------------	--------------------------

Fund 211 FIRE EQUIP. & APPARATUS FUND		
Dept 339.00 EQUIPMENT & APPARATUS		
BARYAMES CLEANERS	UNIFORM CLEANING	92.35
SUPERIOR SAW	RESCUE SAW PER BID OF 1/5/2011	1,031.95
COMMUNICATIONS SERVICES	REPAIR MACOM P7100 RADIO	88.00
ACE HARDWARE	GLUE SEAL/THREAD SEAL TAPE	5.78
CENTRAL MICHIGAN FORD	LOF & FUEL FILTER/#204	188.83
HALT FIRE, INC.	REPLACE DISCHARGE GAUGE/#698	1,086.95
HALT FIRE, INC.	VALVE DRAIN & FREIGHT/#698	61.67
Total For Dept 339.00 EQUIPMENT & APPARATUS		<u>2,555.53</u>

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	<u><u>2,555.53</u></u>
---	------------------------

Fund 225 WATER IMPROVEMENT FUND		
Dept 536.00 ADMINISTRATION & CONSTRUCTION		
MID-MICHIGAN WATER	2011 MMWA DUES	157.00
Total For Dept 536.00 ADMINISTRATION & CONSTRUCTION		157.00
Total For Fund 225 WATER IMPROVEMENT FUND		157.00

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		
Dept 728.00 DDA ADMINISTRATION		
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	35.68
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	54.29
FOSTER, SWIFT, COLLINS	LEGAL FEES DECEMBER	1,726.60
HOLT ALLIANCE	2011 HOLT ALLIANCE DUES/MC FADYEN	100.00
MI ECONOMIC DEVELOPERS	2011 MEMBERSHIP DUES/MC FADYEN	240.00
ROSE PEST SOLUTIONS	2011 PEST CONTROL	478.80
MI MUNICIPAL RISK MANAGE	2011 PROPERTY/LIABILITY INSURANCE	1,876.00
GRAINGER	28 QT RECYCLE CONTAINER	21.69
SAM'S CLUB DIRECT	KLEENEX	25.96
Total For Dept 728.00 DDA ADMINISTRATION		4,559.02

Dept 729.00 DDA MARKETING & PROMOTION		
BLOHM CREATIVE PARTNERS	2010 HOLIDAY CO-OP MEDIA BUY	23,000.00
BLOHM CREATIVE PARTNERS	NOVEMBER WEB MAINT & HOSTING	832.50
BLOHM CREATIVE PARTNERS	NOVEMBER WEB MAINT & HOSTING	402.50
Total For Dept 729.00 DDA MARKETING & PROMOTION		24,235.00

Dept 730.00 COMM REHABILITATION REBATE PGM		
DTN MANAGEMENT, INC	2070 DEPOT-LANDSCAPING/CURBING/	7,052.87
Total For Dept 730.00 COMM REHABILITATION REBATE PGM		7,052.87

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
WESCO DISTRIBUTION, INC	20 STREET LIGHT BULBS	339.00
WOLVERINE ENGINEERS	CEDAR HEIGHTS DRAINAGE ISSUE	1,500.00
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		1,839.00

Dept 850.00 OTHER FUNCTIONS		
SBAM	HEALTH INSURANCE FEBRUARY	779.93
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	20.45
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	30.94
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	63.99
MAID BRIGADE OF LANSING	CLEANING SERVICES/SHERIFF	480.00
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	88.67
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	14.45
SAFETY SYSTEMS, INC	LEASE & MONITORING	105.00
W. W. WILLIAMS	GENERATOR MAINTENANCE	332.65
INGHAM COUNTY DRAIN COMM	TOWNSHIP-AT-LARGE DRAINS 2010	75,000.00
Total For Dept 850.00 OTHER FUNCTIONS		76,916.08

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 114,601.97

Fund 590 SEWAGE DISPOSAL SYSTEM		
Dept 000.00		
HYLAND SOFTWARE INC	UB refund for account: 0002-10622-02-1	201.31
HYLAND SOFTWARE INC	UB refund for account: 0002-10622-02-1	190.68
HYLAND SOFTWARE INC	UB refund for account: 0002-10622-02-1	181.73
SBAM	RETIREEES HEALTH INS FEBRUARY	367.04
HYLAND SOFTWARE INC	UB refund for account: 0002-10622-02-1	0.00
HYLAND SOFTWARE INC	UB refund for account: 0002-10622-02-1	0.00

DELHI TOWNSHIP TREASURER	JURY DUTY MILEAGE REFUND/BOLLEY	3.00
	Total For Dept 000.00	943.76

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE FEBRUARY	19.75
SBAM	RETIREES HEALTH INS FEBRUARY	2,726.99
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	179.28
HOLT POSTMASTER	FEBRUARY SEWER BILL MAILING	2,400.00
MI MUNICIPAL RISK MANAGE	2011 PROPERTY/LIABILITY INSURANCE	36,586.00
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	41,912.02

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM	HEALTH INSURANCE FEBRUARY	11,866.06
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	311.13
UNUM LIFE INSURANCE	DISABILITY INSURANCE FEBRUARY	470.80
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	149.40
SAM'S CLUB DIRECT	DVD	62.46
LANSING ICE & FUEL CO	GASOLINE 1/1-15/11	973.63
MODEL COVERALL SERVICE	STAFF UNIFORMS	88.84
MODEL COVERALL SERVICE	STAFF UNIFORMS	84.95
MODEL COVERALL SERVICE	UNIFORMS	68.45
MODEL COVERALL SERVICE	UNIFORMS	88.84
AIRGAS GREAT LAKES	CYLINDER RENTAL	96.21
ENVIRONMENTAL RESOURCE	QUARTERLY CHECK SAMPLES	772.34
FISHER SCIENTIFIC	M-FECAL COLIFORM	180.67
FISHER SCIENTIFIC	DRAGER TUBES 2-200 PPM	219.66
FISHER SCIENTIFIC	FUEL SURCHARGE	19.27
ALEXANDER CHEMICAL CORP	SODIUM HYPOCHLORITE	4,069.35
ALEXANDER CHEMICAL CORP	CREDIT	(225.00)
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	850.00
KAR LABORATORIES, INC.	MERCURY TESTING (2011 BLANKET)	270.00
C2AE	PROGRESS MTGS & GENERAL SERV	1,117.14
STATE OF MICHIGAN	1/1-12/31/11 AGREEMENT RENEWAL	230.00
UNITED PARCEL SERVICE	SHIPPING	75.04
USA MOBILITY WIRELESS, INC.	PAGER SERVICES	55.68
COMCAST	HIGH SPEED INTERNET/POTW	104.90
COMCAST	HIGH SPEED INTERNET/MAINTENANCE	104.90
BOARD OF WATER & LIGHT	WATER 3505 HOLT	59.91
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	61.00
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	105.34
BOARD OF WATER & LIGHT	WATER 4280 DELL	14.45
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	84.29
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	2,162.41
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	199.14
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	33.47
BRADY LAWN EQUIPMENT	REPLACEMENT BLADES FOR SCAG	300.00
BRADY LAWN EQUIPMENT	MOWER BLADE BOLT	13.60
BRADY LAWN EQUIPMENT	NUT FOR MOWER BLADE BOLT	2.00
BRADY LAWN EQUIPMENT	DECK LEVELER- BOLT ON WHEEL	291.76
BRADY LAWN EQUIPMENT	DECK MOUNTED RUBBER BUFFER	100.12
BRADY LAWN EQUIPMENT	STEERING HANDLE SHOCK	65.84
BRADY LAWN EQUIPMENT	STEERING HANDLE MOUNTED SHOCK	97.50
BRADY LAWN EQUIPMENT	FRONT WHEEL STEERING YOKE	179.40
GRAINGER	28 QT RECYCLE CONTAINERS	43.38
ACE HARDWARE	3 TRASH BAGS	44.97

ACE HARDWARE	5 LBS SUPER IRON OUT	16.99
ACE HARDWARE	8) SPRAY PAINT & SCREWS	36.84
ACE HARDWARE	4) SPRAY PAINT	13.96
CARQUEST THE PARTS PLACE	10 SAFETY TAPE	30.80
LOWE'S CREDIT SERVICES	GYPSUM/CORNERBEAD/COUPLING	54.28
SAM'S CLUB DIRECT	KLEENEX	25.96
ACE HARDWARE	2) V-BELTS/SV CARTRIDGE FILTER	25.97
EDWARDS INDUSTRIAL SALE	LOVEJOY 10E COUPLING INSERT	142.20
GARDNER DENVER NASH	PU-19208 MESO REBUILD KIT	48.67
GARDNER DENVER NASH	PU-3998 MESO BEARING KIT	10.00
GARDNER DENVER NASH	PU-20325 THERMO REBUILD KIT	1,124.64
GARDNER DENVER NASH	PU-3996 THERMO BEARING KIT	25.42
MAID BRIGADE OF LANSING	CLEANING SERVICES/POTW	260.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/MAINTENANCE	260.00
ROSE PEST SOLUTIONS	2011 PEST CONTROL	957.60
SAFETY SYSTEMS, INC	MONITORING REPORTS/1492 AURELIUS	120.00
STATE ELECTRONICS COMP	INSTALL RADIO/2011 GMC VAN UNIT #4	200.00
W. W. WILLIAMS	GENERATOR MAINTENANCE	366.55
W. W. WILLIAMS	GENERATOR MAINTENANCE	513.27
W. W. WILLIAMS	GENERATOR MAINTENANCE	682.21
W. W. WILLIAMS	GENERATOR MAINTENANCE	523.67
W. W. WILLIAMS	GENERATOR MAINTENANCE	430.36
W. W. WILLIAMS	GENERATOR MAINTENANCE	330.27
W. W. WILLIAMS	GENERATOR MAINTENANCE	323.88
W. W. WILLIAMS	GENERATOR MAINTENANCE	323.88
W. W. WILLIAMS	GENERATOR MAINTENANCE	323.88
W. W. WILLIAMS	GENERATOR MAINTENANCE	378.85
W. W. WILLIAMS	GENERATOR MAINTENANCE	340.22
W. W. WILLIAMS	GENERATOR MAINTENANCE	623.97
W. W. WILLIAMS	GENERATOR MAINTENANCE	312.64
W. W. WILLIAMS	GENERATOR MAINTENANCE	361.86
W. W. WILLIAMS	GENERATOR MAINTENANCE	326.01
CARQUEST THE PARTS PLACE	12 WINDSHIELD WASHER FLUID	32.28
COMPLETE HITCH COMPANY	TRAILER BRAKE CONTROL UNIT	115.00
FRANKIE D'S AUTO & TRUCK	REPLACE HEADLIGHT/#14	21.00
INTERSTATE BATTERIES OF	FORD RANGER BATTERY - UNIT #23	78.95
WINGFOOT COMMERCIAL TIRE	FOUR NEW TIRES & INSTALLATION	578.05
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		36,303.43

Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		
C2AE	COOK THORBURN DRAIN EASEMENT	688.77
Total For Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		688.77

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 79,847.98

Fund 701 TRUST & AGENCY FUND

Dept 000.00		
SIEMENS INDUSTRY, INC.	HVAC CONTROLS UPGRADE/CSC	(6,894.16)
AFLAC	AFLAC DISABILITY	574.52
AFLAC	AFLAC LIFE INSUR	7.38
AFLAC	AFLAC ACCIDENT INDEMNITY	480.14
AFLAC	AFLAC SICKNESS INDEMNITY	177.14
AFLAC	AFLAC CANCER INDEMNITY	403.08
Total For Dept 000.00		(5,251.90)

Total For Fund 701 TRUST & AGENCY FUND (5,251.90)

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

MAYBERRY HOMES LLC	WINTER TAX OVRPMT #25-402-009	591.23
MAYBERRY HOMES LLC	WINTER TAX DEC BOR #90-938-086	474.03
THOMAS QUASARANO	SUMMER TAX REFUND	207.08
	Total For Dept 000.00	<u>1,272.34</u>

Total For Fund 703 CURRENT TAX ACCOUNT	<u><u>1,272.34</u></u>
--	------------------------

Total For All Funds:	<u><u>757,325.85</u></u>
----------------------	--------------------------

ACCOUNTS PAYABLE APPROVAL

February 8, 2011

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated February 8, 2011 numbered 78635 thru 78700 & ACH 1384 thru 1399 & ACH 1400 dated 2/23/11 . Every invoice has a payment authorizing signature(s).

Dated: February 8, 2011

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated February 8 & 23, 2011 show payments made from the following funds:

General Fund	\$	141,050.93
Fire Fund		5,357.83
Police Fund		1,480.00
Fire Equip. & Apparatus Fund		1,799.33
Water Improvement Fund		17,282.91
Downtown Development Fund		87,674.19
Trust & Agency Fund		2,230.00
Current Tax Fund		355.49
Sewer Fund		<u>352,053.51</u>
 Grand Total	 \$	 <u>609,284.19</u>

Includes the following to be reimbursed from separate bank accounts:

Employee Flexible Spending Acct	\$	30.00
Current Tax	\$	355.49

Dated: February 8, 2011

Marian Frane, Director of Accounting

III. Approval for Distribution: I have reviewed the above checks and invoices and all of them should be distributed. All invoices over \$10,000.00 have been approved by general policy or previous motions of the board. (C2AE \$15,014.71 for Engineering Construction LSD & McCue, 4/20/10, HRC \$23,058.81 for Technical Review & Project Admin for Sludge Dryer, 12/21/10, Ingham Co. Road Comm. \$134,014.53 for Pine Tree Road Improvement, 7/20/10)

Dated: February 8, 2011

John B. Elsinga, Township Manager

Evan Hope, Township Clerk

Harry R. Ammon, Treasurer

IV. Board Audit and Approval: At a regular meeting of the Township Board held on February 15, 2011 a motion was made by _____ and passed by ____ yes votes and ____ no votes (_____ absent) that the list of claims dated February 8, 2011, was reviewed, audited and approved.

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 02/08/2011 - 02/23/2011

Vendor	Invoice Description	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
ARINA FERDIG	REFUND FOR T-SHIRT	10.00
	Total For Dept 000.00	10.00
Dept 101.00 LEGISLATIVE		
VERIZON WIRELESS	CELL PHONE-SUPERVISOR	2.84
BANK OF AMERICA	AMWAY-GOODRICH CONF LUNCH	12.77
BANK OF AMERICA	AMWAY-GOODRICH CONF LUNCH	13.00
	Total For Dept 101.00 LEGISLATIVE	28.61
Dept 171.00 MANAGER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	305.90
VERIZON WIRELESS	CELL PHONE-MANAGER	51.37
ADP SCREENING & SELECT	MONTHLY FEE	26.51
BANK OF AMERICA	VANDERPLOEG HOTEL & PARKING	463.56
BANK OF AMERICA	AMWAY-VANDERPLOEG CONF LUNCH	13.00
BANK OF AMERICA	AMWAY-VANDERPLOEG CONF LUNCH	8.82
BANK OF AMERICA	MI MUNICIPAL LEAGUE-ELSINGA CONF	100.00
BANK OF AMERICA	AMWAY-VANDERPLOEG CONF LUNCH	12.89
BANK OF AMERICA	MSU-SEMINAR-ELSINGA	25.00
NEW HORIZONS CLC	COMPUTER TRAINING	166.67
	Total For Dept 171.00 MANAGER	1,173.72
Dept 191.00 ACCOUNTING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	277.48
BANK OF AMERICA	AGA MTG PARKING	3.75
BANK OF AMERICA	GFOA MEMBERSHIP-FRANE/MEREDITH	375.00
BANK OF AMERICA	AGA MONTHLY LUNCHEON	12.00
BANK OF AMERICA	ACTUARIAL REPORTS WEBINAR	12.00
BANK OF AMERICA	AGA LUNCHEON PKG	4.00
BANK OF AMERICA	GFOA CONF REG/FRANE	370.00
	Total For Dept 191.00 ACCOUNTING	1,054.23
Dept 215.00 CLERK		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	266.91
MUNICIPAL CODE CORP	CD OF CODIFICATION OF ORDINANCES	295.00
CERTIFIED DOCUMENT	11,292 LBS DOCUMENT SHREDDING	733.98
VERIZON WIRELESS	CELL PHONE-CLERK	51.37
BANK OF AMERICA	AMWAY-FINCH CONF LUNCH	13.58
BANK OF AMERICA	AMWAY-FINCH CONF LUNCH	10.82

BANK OF AMERICA	AMWAY-FINCH CONF LUNCH	11.00
BANK OF AMERICA	AMWAY-FINCH PARKING	37.50
BANK OF AMERICA	AMWAY-FINCH HOTEL	426.06
BANK OF AMERICA	AMWAY-HOPE HOTEL	142.02
BANK OF AMERICA	2011 IIMC DUES/HOPE	175.00
	Total For Dept 215.00 CLERK	2,163.24

Dept 228.00 INFORMATION TECHNOLOGY

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	83.58
BANK OF AMERICA	1 TONER/ASSESSING	155.00
BANK OF AMERICA	256MB MEMORY CHIP FOR HP 2025	12.98
BANK OF AMERICA	(3) CAT 5E CABLES & SHIPPING	35.60
FACTORY DIRECT INK	7 INKJET CARTRIDGES	175.93
FACTORY DIRECT INK	2 INKJET CARTRIDGES	59.98
FACTORY DIRECT INK	2 TONER CARTRIDGES/TREASURER	399.98
VERIZON WIRELESS	CELL PHONE-COMPUTER	51.37
ACD.NET, INC.	MONTHLY INTERNET	199.95
BANK OF AMERICA	LASER PRINTER/WILSON	299.98
BANK OF AMERICA	1 YR BLACKBERRY SUPPORT	660.00
BS&A SOFTWARE	DELQ. PERS. PROP. SUPPORT	315.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	2,449.35

Dept 253.00 TREASURERS

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	193.90
DELHI TOWNSHIP TREASURER	MILEAGE 7/1-12/22/10/CURTIS	23.50
BANK OF AMERICA	STATE JOURNAL 1 YR/TREASURER	214.19
	Total For Dept 253.00 TREASURERS	431.59

Dept 257.00 ASSESSING

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	222.32
THRUN LAW FIRM, P.C.	LEFAL FEES JANUARY	1,115.20
	Total For Dept 257.00 ASSESSING	1,337.52

Dept 265.00 BUILDING & GROUNDS

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	69.42
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	60.22
MODEL COVERALL SERVICE	PAIN ZAPPER	67.80
MAID BRIGADE OF LANSING	CLEANING SERVICES/CSC	812.50
SAFETY SYSTEMS, INC	FIRE ALARM INSPECTION	650.00
VERIZON WIRELESS	POWERS CELL PHONE ALLOCATION	13.03
TDS METROCOM	LOCAL SERVICE JANUARY	1,228.55
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	292.50
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	5,004.00
CONSUMERS ENERGY	GAS-2074 AURELIUS	2,913.49
BANK OF AMERICA	2 HAL LAMPS/CSC	36.00
BANK OF AMERICA	GLASS/COMMUNITY DEVELOPMENT	40.42
LOWE'S CREDIT SERVICES	PROEDGE SALTER	69.97
	Total For Dept 265.00 BUILDING & GROUNDS	11,257.90

Dept 276.00 CEMETERY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	108.00
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	93.67
VERIZON WIRELESS	POWERS CELL PHONE ALLOCATION	13.03
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	98.01
SUSAN E. ANZICEK	BURIAL PLOT BUY BACK	650.00
	Total For Dept 276.00 CEMETERY	962.71

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 1/1/11 -2/1/11	6,658.98
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730	22,326.45
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043	121.52
INGHAM COUNTY ROAD COMM	PINE TREE RD. LOCAL PROGRAM 2010	50,255.45
	Total For Dept 446.00 INFRASTRUCTURE	79,362.40

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	722.12
INTERNATIONAL CODE COUNC	2009 CODE BOOKS & FREIGHT	982.20
INTERNATIONAL CODE COUNC	(2) '09 MICHIGAN ENERGY CODE BOOKS	76.00
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	65.32
THRUN LAW FIRM, P.C.	LEFAL FEES JANUARY	885.60
VERIZON WIRELESS	CELL PHONE-COMM. DEV.	213.19
VERIZON WIRELESS	CELL PHONE-COMM DEV.	23.04
TDS METROCOM	LOCAL SERVICE JANUARY	93.98
BANK OF AMERICA	SNOW BRUSH/#57	2.99
BANK OF AMERICA	CAR WASH/#57	7.00
FRANKIE D'S AUTO & TRUCK	LOF/#58	23.00
OCE NORTH AMERICA DOC	DECEMBER METER CHARGE	123.84
SCHAFFER'S INC.	SNOW & ICE REMOVAL/PINE TREE	51.75
SCHAFFER'S INC.	SNOW & ROCK REMOVAL 2070 DEPOT	34.50
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	3,304.53

Dept 752.00 ADMINISTRATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	89.18
VERIZON WIRELESS	CELL PHONE-PARKS	95.16
VERIZON WIRELESS	CELL PHONE-PARKS	0.24
TDS METROCOM	TELEPHONE SERVICE-SR. CENTER	282.65
TDS METROCOM	LOCAL SERVICE JANUARY	151.14
BANK OF AMERICA	MRPA CONF-JENKS & TILMA	694.00
BANK OF AMERICA	MEADOWBROOK THEATRE-SR. TRIP	830.00
BANK OF AMERICA	AIRPORT SHUTTLE - ROUNDRIP	150.00
BANK OF AMERICA	UNITED AIRLINES-TICKET PARKER	326.30
BANK OF AMERICA	CONFERENCE - PARKER	1,194.26
NEW HORIZONS CLC OF MICH	COMPUTER TRAINING	166.67
	Total For Dept 752.00 ADMINISTRATION	3,979.60

Dept 771.00 PARKS		
BANK OF AMERICA	SYMPPLICITY CORP. MSU JOB FAIR	(35.00)
BANK OF AMERICA	SYMPPLICITY CORP. MSU JOB FAIR	180.00
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	138.74
RED WING SHOES	SAFETY BOOTS/LUCE/PARKER/BLANK	425.00
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	143.91
FASTENERS, INC	GRINDING WHEELS/IMPACT DRILL SET	279.65
LOWE'S CREDIT SERVICES	PRO MIG WELDER/TORCH KIT/PLIERS	714.03
LANSING SANITARY SUPPLY	CREDIT FOR RETURNED HAND CLEAN	(24.20)
LANSING SANITARY SUPPLY	CLEANERS/TOWELS/TOILET TISSUE	852.63
LANSING SANITARY SUPPLY	HAND CLEANER/PAPER TOWEL/URINAL B	72.23
ACE HARDWARE	CONDUIT/CAULK/SNOWBRUSH/STRAPS	22.07
ACE HARDWARE	SCREWS & BOLTS	1.18
AMERICAN RENTAL	PORTABLE TOILET	70.00
AMERICAN RENTAL	PORTABLE TOILETS	70.00
SAFETY SYSTEMS, INC	FIRE ALARM SERVICE AGREEMENT	470.00
SAFETY SYSTEMS, INC	FIRE ALARM SERVICE AGREEMENT	150.00
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	13.00
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	13.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	32.50
DELHI TOWNSHIP TREASURER	4030 KELLER	32.50
CONSUMERS ENERGY	ELECTRIC-4080 KELLER	55.33
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS PARK	1,618.84
CONSUMERS ENERGY	ELECTRIC-2108 CEDAR	1,362.21
CONSUMERS ENERGY	ELECTRIC-2177 WEST BLVD	19.84
CONSUMERS ENERGY	ELECTRIC-2287 PINE TREE #2939	32.12
CONSUMERS ENERGY	ELECTRIC-2287 PINE TREE #3200	229.79
CONSUMERS ENERGY	ELECTRIC-1750 MAPLE	45.57
CONSUMERS ENERGY	ELECTRIC-1771 MAPLE	100.35
CONSUMERS ENERGY	GAS-2287 PINE TREE #2939	284.15
CONSUMERS ENERGY	GAS-2108 CEDAR	53.34
LOWE'S CREDIT SERVICES	BOX COVERS	136.91
PROGRESSIVE SURVEILLANCE	CAMERA FOR SURVEILLANCE/ PARK	221.50
BANK OF AMERICA	ALMA BOLT-BOLTS	27.76
BANK OF AMERICA	ALMA BOLT-NUTS & BOLT	197.16
BANK OF AMERICA	EQUIPMENT MAIN & REPAIR	129.97
BANK OF AMERICA	ALMA BOLT-CARRIAGE BOLT	157.46
BANK OF AMERICA	ALMA BOLT-BOLTS	45.47
BANK OF AMERICA	LYDEN OIL CO.-OIL, PUMP	159.88
BANK OF AMERICA	ALMA BOLT-BOLTS	18.98
BANK OF AMERICA	BOBS GLASS SHACK-REPAIR KUBOTA	100.00
BRADY LAWN EQUIPMENT	BELT & SWITCH	20.80
BRADY LAWN EQUIPMENT	SKID/2 PADDLES	44.00
ALL-PHASE ELECTRIC SUPPLY	REPAIR PORT CORD	89.03
DEER CREEK SALES, INC	REPLACE DRIVE SHAFT-KUBOTA	1,353.81
DEER CREEK SALES, INC	REPAIRS TO KABOTA	1,523.39
SPARTAN DISTRIBUTORS	TORO PARTS & REPAIRS	398.69
CONSUMERS ENERGY	EASEMENT LEASE ELECTRIC 2011	530.45
	Total For Dept 771.00 PARKS	12,578.04

Dept 774.00 RECREATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	83.58
D & M SILKSCREENING	3 T-SHIRTS	24.00
BANK OF AMERICA	CROSWELL OPERA HOUSE-SR. TRIP	100.30
DEAN TRAILWAYS OF MICH	SENIOR TRIP 2/13/11	794.00
	Total For Dept 774.00 RECREATION	<u>1,001.88</u>

Dept 850.00 OTHER FUNCTIONS		
STATE OF MICHIGAN	UNEMPLOYMENT EXPENSE FOR 2010	6,134.61
THRUN LAW FIRM, P.C.	LEFAL FEES JANUARY	1,049.60
THRUN LAW FIRM, P.C.	LEGAL FEES DECEMBER	32.80
THRUN LAW FIRM, P.C.	LEGAL FEES JANUARY	65.60
BANK OF AMERICA	POSTAGE METER RENTAL 2/16-5/15/11	150.00
DSS CORPORATION	MAINTENANCE AGREEMENT 3/11-3/12	3,944.00
SECAP FINANCE	FOLDING MACHINE LEASE - JANUARY	189.00
BANK OF AMERICA	WEB HOSTING 1/10-2/9/11	1.00
BANK OF AMERICA	WUFOO SUBSCRIPTION 1/26-2/26/11	9.00
AFLAC	FSA FEE-JANUARY	20.00
CAPITAL AREA DISTRICT LIB	LIBRARY SELF-CHECKOUT IMPROVE	4,400.00
REVIZE LLC	WEB SITE DESIGN	3,960.00
	Total For Dept 850.00 OTHER FUNCTIONS	<u>19,955.61</u>

Total For Fund 101 GENERAL FUND	<u><u>141,050.93</u></u>
---------------------------------	--------------------------

Fund 206 FIRE FUND		
Dept 336.00 FIRE DEPARTMENT		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	1,428.70
HASSELBRING-CLARK	2011 MAINTENANCE AGREEMENT	593.07
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	987.02
BANK OF AMERICA	7 SERVICE PINS & SHIPPING	32.38
THRUN LAW FIRM, P.C.	LEFAL FEES JANUARY	32.80
INTERNATIONAL ASSOCIATION	2011 IAFC DUES/ROYSTON	279.00
SKYWATCH SERVICES LLC	2011 FIRST 2 WARN SUBSCRIPTION	600.00
VERIZON WIRELESS	CELL PHONE-FIRE	298.52
VERIZON WIRELESS	CELL PHONE-FIRE	18.40
TDS METROCOM	LOCAL SERVICE JANUARY	62.26
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	32.50
CONSUMERS ENERGY	ELECTRIC-6139 BISHOP	511.50
BANK OF AMERICA	PVC/TEE/ELBOW/HANDIPAK/FIRE	41.25
BANK OF AMERICA	HOSE & FITTINGS/FIRE	54.42
ACE HARDWARE	HARDWARE	8.72
BANK OF AMERICA	ICMA-FIRE & EMERG. BOOK	43.95
NEW HORIZONS CLC OF MICH	COMPUTER TRAINING	333.34
	Total For Dept 336.00 FIRE DEPARTMENT	<u>5,357.83</u>

Total For Fund 206 FIRE FUND	<u><u>5,357.83</u></u>
------------------------------	------------------------

Fund 207 POLICE FUND

Dept 301.00 POLICE

ROBERT J. ROBINSON, ATTN	JANUARY MOTOR VEHICLE ORDINANCE	1,480.00
	Total For Dept 301.00 POLICE	1,480.00

Total For Fund 207 POLICE FUND 1,480.00

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

BANK OF AMERICA	HACKSAW/PLIERS/WRECKING BAR	242.35
BANK OF AMERICA	SAWZALL BATTERY & SHIPPING	77.33
BANK OF AMERICA	20 RADIO BATTERIES	1,239.00
BANK OF AMERICA	UPS SHIPPING	8.77
BANK OF AMERICA	OFFICERS MTG FOOD	23.99
BANK OF AMERICA	LUNCH/ROYSTON	14.72
BANK OF AMERICA	LUNCH/ROYSTON	9.45
BANK OF AMERICA	AIRLINE TICKET/BALL	165.40
BANK OF AMERICA	BREAKFAST/ROYSTON	18.32
	Total For Dept 339.00 EQUIPMENT & APPARATUS	1,799.33

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 1,799.33

Fund 225 WATER IMPROVEMENT FUND

Dept 905.00 DEBT SERVICE

USBANK TRUST N.A.	DELHI TWP BOND PYMT 4400_5	17,282.91
	Total For Dept 905.00 DEBT SERVICE	17,282.91

Total For Fund 225 WATER IMPROVEMENT FUND 17,282.91

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00

BANK OF AMERICA	TAX TO BE REFUNDED	3.54
	Total For Dept 000.00	3.54

Dept 728.00 DDA ADMINISTRATION

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	83.58
BANK OF AMERICA	BANKER BOXES/PAPER/INK CART	89.94
BANK OF AMERICA	EMERSON MICROWAVE	59.00
BANK OF AMERICA	ATT/LED SIGN 12/15/10-1/15/11	32.15
BANK OF AMERICA	ATT/LED SIGN 1/16-2/15/11	32.42
VERIZON WIRELESS	POWERS CELL PHONE ALLOCATION	13.04
VERIZON WIRELESS	CELL PHONE-DDA	12.26
TDS METROCOM	LOCAL SERVICE JANUARY	191.96
LOWE'S CREDIT SERVICES	PROEDGE SALTER	69.97
WESCO DISTRIBUTION, INC	LED EXIT LIGHT/DDA	84.66
LANSING REGIONAL CHAMBER	2/24/11 ANNUAL DINNER 8 TICKETS	600.00
NEW HORIZONS CLC OF MICH	COMPUTER TRAINING	500.00
	Total For Dept 728.00 DDA ADMINISTRATION	1,768.98

Dept 729.00 DDA MARKETING & PROMOTION		
BLOHM CREATIVE PARTNERS	10,200 JANUARY 2011 OUR TOWN	13,489.68
CHARLES GRINNELL	20.5 HOURS @ \$22/GRINNELL	451.00
CHARLES GRINNELL	12 HOURS @ \$22/GRINNELL	264.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		14,204.68

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
ACE HARDWARE	(6) HITCH PINS	3.54
INGHAM COUNTY ROAD COMM	PINE TREE RD. LOCAL PROGRAM 2010	67,007.27
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		67,010.81

Dept 850.00 OTHER FUNCTIONS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	108.00
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	93.68
MAID BRIGADE OF LANSING	CLEANING SERVICES/SHERIFF	480.00
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	423.17
CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	86.21
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	176.76
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	1,009.96
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	187.48
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	298.67
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	157.38
CONSUMERS ENERGY	ELECTRIC-2004 AURELIUS	150.47
CONSUMERS ENERGY	GAS-2045 CEDAR	618.99
CONSUMERS ENERGY	GAS-2150 CEDAR	425.41
SAFETY SYSTEMS, INC	FIRE ALARM SERVICE AGREEMENT	470.00
Total For Dept 850.00 OTHER FUNCTIONS		4,686.18

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	87,674.19
---	-----------

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00		
COLDWELL BANKER	REF SEWER 4332 KEELSON DR	98.67
MEE, PATRICIA	REF SEWER 2312 WEMPLE	17.05
PRISM TITLE & CLOSING SERV	REF SEWER 2164 COOLRIDGE RD	33.63
PRISM TITLE & CLOSING SERV	REF SEWER 7045 AURELIUS RD	58.79
RUTHERFORD, JULIE	REF SEWER 2140 BEECHNUT	36.54
TITO REYES REAL ESTATE	REF SEWER 5447 CAPLINA	8.95
TRI COUNTY TITLE AGENCY	REF SEWER 2150 MEADOWLAWN	118.30
COLDWELL BANKER	REF SEWER 4332 KEELSON DR	0.00
PRISM TITLE & CLOSING SERV	REF SEWER 2164 COOLRIDGE RD	0.00
PRISM TITLE & CLOSING SERV	REF SEWER 7045 AURELIUS RD	0.00
RUTHERFORD, JULIE	REF SEWER 2140 BEECHNUT	0.00
RUTHERFORD, JULIE	REF SEWER 2140 BEECHNUT	0.00
RUTHERFORD, JULIE	REF SEWER 2140 BEECHNUT	0.00
TRI COUNTY TITLE AGENCY	REF SEWER 2150 MEADOWLAWN	0.00
Total For Dept 000.00		371.93

Dept 548.00 ADMINISTRATION & OVERHEAD

BANK OF AMERICA	PEOPLEFINDERS.COM-RET.ADDRESSS	1.95
THRUN LAW FIRM, P.C.	LEFAL FEES JANUARY	413.60
CUSTOM MAILERS, INC.	JANUARY SEWER BILLS MAILING	447.76
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		863.31

Dept 558.00 DEPT OF PUBLIC SERVICE

BANK OF AMERICA	SYMPPLICITY CORP. MSU JOB FAIR	(35.00)
BANK OF AMERICA	SYMPPLICITY CORP. MSU JOB FAIR	180.00
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	1,643.08
LANSING ICE & FUEL CO	GASOLINE 1/16/11 THRU 1/31/11	1,425.18
BARYAMES CLEANERS	UNIFORM DRY CLEANING	34.43
MODEL COVERALL SERVICE	STAFF UNIFORMS	68.45
MODEL COVERALL SERVICE	STAFF UNIFORMS	88.84
MODEL COVERALL SERVICE	STAFF UNIFORMS	68.45
MODEL COVERALL SERVICE	STAFF UNIFORMS	88.84
MODEL COVERALL SERVICE	STAFF UNIFORMS MAINTENANCE	88.84
MODEL COVERALL SERVICE	STAFF UNIFORMS POTW	68.45
BANK OF AMERICA	AC ADAPTER CHARGER/DIORKA	32.95
MICROTECH SERVICES, INC.	REINSTALL CABLE/POTW & MAINT	816.00
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	8,998.40
KAR LABORATORIES, INC.	MERCURY TESTING	270.00
UNISON SOLUTIONS, INC.	SILOXANES & SULFUR TESTING	2,985.00
ARGUS-HAZCO	REPAIR MULTI PRO & FREIGHT	146.50
HUBBELL, ROTH & CLARK, INC	TECHNICAL/VENDOR REVIEW & ADMIN	23,058.81
UNITED PARCEL SERVICE	SHIPPING	34.25
UNITED PARCEL SERVICE	SHIPPING	31.34
GRANGER III & ASSOCIATES	GREASE HAUL	136.56
VERIZON WIRELESS	CELL PHONE- DPS	277.45
VERIZON WIRELESS	CELL PHONE-DPS	42.61
TDS METROCOM	LOCAL SERVICE JANUARY	450.12
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	71.60
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	396.57
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	168.27
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	391.37
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	152.62
CONSUMERS ENERGY	ELECTRIC-4280 DELL	451.91
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	16,915.28
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723	51.43
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	286.16
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	111.54
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	783.75
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	103.46
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	506.84
CONSUMERS ENERGY	ELECTRIC-1390 WAVERLY	331.04
CONSUMERS ENERGY	ELECTRIC-1490 AURELIUS	1,460.72
CONSUMERS ENERGY	GAS-1490 AURELIUS	414.62
CONSUMERS ENERGY	GAS-1492 AURELIUS	1,025.24
CONSUMERS ENERGY	GAS-1492 AURELIUIS #A	362.91
CONSUMERS ENERGY	GAS-1988 WAVERLY	139.89
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	4,421.97
CONSUMERS ENERGY	GAS-5961 MC CUE #2	93.48

CONSUMERS ENERGY	GAS-5961 MC CUE #3	306.54
CONSUMERS ENERGY	GAS-4280 DELL	263.30
CONSUMERS ENERGY	GAS-3505 HOLT	135.17
CONSUMERS ENERGY	GAS-2481 DELHI COMM	53.34
CONSUMERS ENERGY	GAS-5961 MC CUE #4	2,217.02
BANK OF AMERICA	VETERINARY/DOG	39.25
BANK OF AMERICA	SHELF/ELIMINATOR/HANDLE/BROOM	118.73
BANK OF AMERICA	40 LBS DOG FOOD	37.98
BANK OF AMERICA	DISMOUNT & MOUNT 3 TIRES/SCAG	22.50
BANK OF AMERICA	FILTERS & FUEL LINE	120.74
BANK OF AMERICA	PAINT & SUPPLIES/MAINTENANCE	181.36
BANK OF AMERICA	BLISTER BRUSH W/2 FELTS	26.87
BANK OF AMERICA	TAX CREDIT	(1.52)
BANK OF AMERICA	VINYL LETTERS	15.00
BANK OF AMERICA	ROPE/POST HOLE DIGGER	8.00
BANK OF AMERICA	PLUMBING PARTS	55.90
ACE HARDWARE	STRAW/DUCT TAPE/WATCH BATTERIES	53.09
ACE HARDWARE	3 NOZZLES	22.47
LOWE'S CREDIT SERVICES	PROEDGE SALTER/READY MIX	82.73
LOWE'S CREDIT SERVICES	FAUCET/COUPLING/ADAPTER/COPPER	115.76
BARNHART & SON, INC.	EXTEND VALVES & PIPING/PLEASANT	1,100.00
MOTION INDUSTRIES, INC.	PUMP SIDE COUPLER 10407 REWORK	174.66
MOTION INDUSTRIES, INC.	MOTOR SIDE COUPLER 1040T STAND	7.91
MOTION INDUSTRIES, INC.	COVER AND GRID ASSEMBLY	259.17
BARNHART & SON, INC.	FAMILY VIDEO SEWER REPAIR	1,859.28
ACE HARDWARE	12 PAILS	37.74
ACE HARDWARE	3 FREEZE PLUG KITS/FREEZE CABLE	232.46
ACE HARDWARE	HARDWARE	9.04
ACE HARDWARE	6 O-RINGS	2.34
GREAT LAKES SERV & SUPPL	SPARE PARTS/ESTIMATE #329 12/20/10	5,295.26
GREAT LAKES SERV & SUPPL	NIGHT OWL REAR PLUG ASSEMBLY	514.62
GREAT LAKES SERV & SUPPL	WHEEL SCREW FOR CAMERA	18.72
GREAT LAKES SERV & SUPPL	WHEEL SCREW FOR CAMERA	21.96
GREAT LAKES SERV & SUPPL	SPEED CONTROL RHEOSTAT	43.54
GREAT LAKES SERV & SUPPL	SHIPPING	9.84
LOWE'S CREDIT SERVICES	5 POWER CORDS/2 POWER COVERS	60.81
LOWE'S CREDIT SERVICES	AA BATTERIES	9.97
MAID BRIGADE OF LANSING	CLEANING SERVICES/MAINTENANCE	260.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/POTW	260.00
SAFETY SYSTEMS, INC	FIRE ALARM SERVICE AGREEMENT	522.00
ALTA EQUIPMENT COMPANY	REPAIR BRAKES/LIFT TRUCK	241.01
GREAT LAKES SERV & SUPPL	CABEL ASSY, CAMERA, MAINLINE	221.55
GREAT LAKES SERV & SUPPL	SHOP SUPPLIES/ STOCK CHARGE	84.32
GREAT LAKES SERV & SUPPL	LABOR	285.00
GREAT LAKES SERV & SUPPL	SHIPPING	47.22
GREAT LAKES SERV & SUPPL	STOCK CHARGE	7.50
GREAT LAKES SERV & SUPPL	PARTS	44.53
GREAT LAKES SERV & SUPPL	LABOR	285.00

GREAT LAKES SERV & SUPPL	SHIPPING/HANDLING	18.21
GREAT LAKES SERV & SUPPL	STOCK CHARGE	7.50
GREAT LAKES SERV & SUPPL	LABOR	95.00
GREAT LAKES SERV & SUPPL	PARTS	8.70
GREAT LAKES SERV & SUPPL	SHIPPING	7.95
GREAT LAKES SERV & SUPPL	PARTS	8.70
GREAT LAKES SERV & SUPPL	LABOR	95.00
GREAT LAKES SERV & SUPPL	STOCK CHARGE	7.50
GREAT LAKES SERV & SUPPL	SHIPPING	7.95
BANK OF AMERICA	SAMS CLUB-OPENHOUSE	68.46
BANK OF AMERICA	GFS MARKET-OPENHOUSE	41.54
BANK OF AMERICA	MEIJER-OPENHOUSE	52.82
BANK OF AMERICA	PANERA BREAD-OPENHOUSE	308.52
BANK OF AMERICA	THOUSAND OAKS - MTG. SLUDGE	81.02
BANK OF AMERICA	WHITE TABLECLOTH	18.99
BRONNER'S CHRISTMAS	PURPLE LED LIGHTS & FREIGHT	121.50
BANK OF AMERICA	WEF MEMBERSHIP/SMITH	98.00
BANK OF AMERICA	BORCHARDT CONF REG/DIORKA	150.00
NEW HORIZONS CLC OF MICH	COMPUTER TRAINING	3,833.32
INGHAM COUNTY ROAD COMM	PINE TREE RD. LOCAL PROGRAM 2010	16,751.81
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		107,212.39

Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		
C2AE	ENG. LIFT STATION D-DECEMBER 2010	15,014.71
C2AE	COOK THORBURN ENGINEERING	374.08
Total For Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		15,388.79

Dept 588.01 G.O. BOND INDEBTEDNESS		
USBANK TRUST N.A.	DELHI TWP BOND PYMT 4571_5	100,000.00
USBANK TRUST N.A.	DELHI TWP BOND PYMT 4571_5	41,698.75
USBANK TRUST N.A.	DELHI TWP BOND PYMT 4400_5	86,518.34
Total For Dept 588.01 G.O. BOND INDEBTEDNESS		228,217.09

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 352,053.51

Fund 701 TRUST & AGENCY FUND

Dept 000.00		
INGHAM COUNTY TREASURER	JANUARY TRAILER PARK FEES	2,200.00
AFLAC	FSA FEE-JANUARY	30.00
Total For Dept 000.00		2,230.00

Total For Fund 701 TRUST & AGENCY FUND 2,230.00

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00		
INTEGRAL PROPERTIES LLC	TAX OVERPMT #332505-02-200-024	270.00
LPS PROPERTY TAX SOLUT	TAX OVERPMT #332505-23-352-036	85.49
Total For Dept 000.00		355.49

Total For Fund 703 CURRENT TAX ACCOUNT 355.49

Total For All Funds: 609,284.19

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated January 20, 2011**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 102081 through 102116 & direct deposits numbers: DD10858 through DD10936. The payroll was prepared in accordance with established payroll rates and procedures.

Lora Behnke, Accounting Clerk

The Treasurer's and Clerk's signatures were affixed to the payroll checks using the check signing machine.

Joyce Goulet, Accounts Payable Coordinator

The attached Check and Payroll Registers were reviewed. The payroll checks were distributed in accordance with established procedures.

Dated: January 20, 2011

Marian Frane, CPA, Director of Accounting

II. Payroll Report

The January 20, 2011 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$66,186.13	\$18,133.14	\$48,052.99
Fire Dept. Fund	39,119.69	11,663.32	\$27,456.37
DDA	6,781.11	2,734.43	\$4,046.68
Sewer Fund/Receiving	31,914.17	8,952.35	\$22,961.82
Total Payroll	\$144,001.10	\$41,483.24	\$102,517.86
	Township FICA	Township Pension Plan	Total Deductions & TWP Liabilities
General Fund	\$4,594.09	\$5,537.48	\$28,264.71
Fire Dept. Fund	2,949.24	2,823.36	17,435.92
DDA	432.26	559.40	3,726.09
Sewer Fund/Receiving	2,326.75	2,901.84	14,180.94
Total Payroll	\$10,302.34	\$11,822.08	\$63,607.66

Marian Frane, CPA, Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on January 20, 2011 and identified as follows:

1/20 Net Pay Disbursement in Common Savings (\$102,517.86)

Harry R. Ammon, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on February 15, 2011, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated January 20, 2011 was reviewed, audited, and approved.

Attachment to Payroll Register
cc: Ammon(1)Vander Ploeg(1)

Evan Hope, Clerk

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated February 3, 2011**

ATTACHMENT IV

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 102120 through 102148 & direct deposits numbers: DD10937 through DD11010. The payroll was prepared in accordance with established payroll rates and procedures.

Lora Behnke, Accounting Clerk

The Treasurer's and Clerk's signatures were affixed to the payroll checks using the check signing machine.

Joyce Goulet, Accounts Payable Coordinator

The attached Check and Payroll Registers were reviewed. The payroll checks were distributed in accordance with established procedures.

Dated: February 3, 2011

Marian Frane, CPA, Director of Accounting

II. Payroll Report

The February 3, 2011 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$67,934.26	\$18,557.81	\$49,376.45
Fire Dept. Fund	38,290.82	11,561.70	\$26,729.12
DDA	7,129.19	2,796.90	\$4,332.29
Sewer Fund/Receiving	33,519.35	9,051.57	\$24,467.78
Total Payroll	\$146,873.62	\$41,967.98	\$104,905.64
	Township FICA	Township Pension Plan	Total Deductions & TWP Liabilities
General Fund	\$4,727.81	\$5,530.41	\$28,816.03
Fire Dept. Fund	2,871.23	3,027.68	17,460.61
DDA	457.26	560.24	3,814.40
Sewer Fund/Receiving	2,449.34	2,901.03	14,401.94
Total Payroll	\$10,505.64	\$12,019.36	\$64,492.98

Marian Frane, CPA, Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on February 3, 2011 and identified as follows:

2/03 Net Pay Disbursement in Common Savings (\$104,905.64)

Harry R. Ammon, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on February 15, 2011, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated February 3, 2011 was reviewed, audited, and approved.

Attachment to Payroll Register
cc: Ammon(1)Vander Ploeg(1)

Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 9, 2011

RE: Proposal for Technical Support Program for the Publicly Owned Treatment Works (POTW) – Siemens Building Technologies, Inc.

Enclosed for your review and approval is a proposal from Siemens Building Technologies, Inc. for the renewal of our Technical Support Program at the Publicly Owned Treatment Works (POTW). This program includes maintenance and support for the POTW's heating ventilation and air conditioning (HVAC) such as direct digital control system services, mechanical services and laboratory fumehood certification.

After several attempts to use local commercial contractors to maintain our HVAC systems, in 1998, the Township contracted with Siemens to design and install the needed components and controls for a comfortable work setting in the lab and adjacent offices. In 2001 and 2006 the Township approved the Technical Support Program with Siemens for a five (5) year term to provide service and maintenance to the HVAC system not only in the lab and adjacent offices but throughout the plant. This current program will expire in February 2011.

This five (5) year renewal begins in February of 2011 with a rate of \$24,926. In 2012 and 2013 the rate will increase by 3% each year to \$25,674 and \$26,444 respectively. Then years four (4) and five (5) of the contract will remain at \$26,444. This is consistent with their last contract.

Because Siemens designed and installed the very sophisticated HVAC controls in a hazardous POTW environment and has continued to maintain them to our satisfaction over the past ten (10) years, I would recommend we continue to utilize their knowledge and experience in servicing the POTW's system.

Recommended Motion:

To approve the renewal with Siemens Building Technologies, Inc. for the heating ventilation and air conditioning Technical Support Program for a five (5) year term beginning February 1, 2011 in the amount of \$24,926 the first year, \$25,674 the second year and \$26,444 for the third, fourth and fifth year.

INTEROFFICE MEMORANDUM

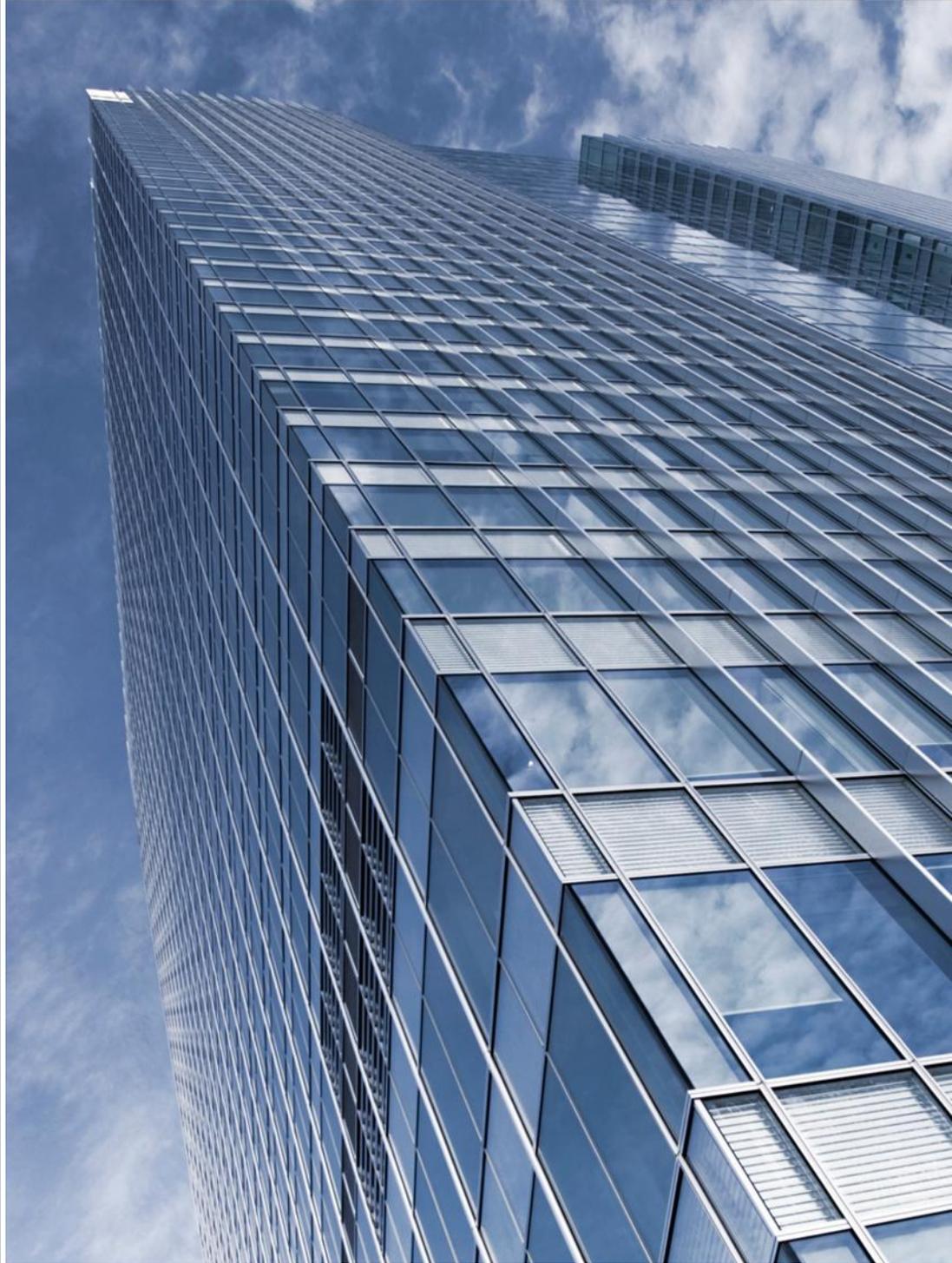
TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: SIEMENS TECHNICAL SUPPORT CONTRACT
DATE: FEBRUARY 9, 2011
COPY TO: JAMES LENON, FILE

In 1999 Siemens Industry, Inc (Siemens) was selected to replace the laboratory heating ventilation and air conditioning (HVAC) control system at the Publicly Owned Treatment Works (POTW) because of their extensive experience with the very specialized needs of laboratory air handling. Subsequently, for the past twelve years the POTW has been working with Siemens to maintain a safe and comfortable environment within the laboratory and adjacent offices.

Siemens' work represents a very substantial investment by Delhi Charter Township (Delhi) and now it is time to renew the contract for ongoing maintenance of the system. Siemens is a single source vendor for the control portion of the HVAC system because they designed and manufactured the control system and equipment. They must also manage the mechanical portion since the two are almost inextricably bound.

The proposed technical support program will include direct digital control system services; mechanical services (preventive only); combustion analysis; and laboratory fume hood certification (required yearly). This contract will also set repair rates and Siemens' response requirements. In my opinion, competitive bidding does not apply and it would be best and most efficient for the POTW to retain Siemens for all ongoing HVAC needs. The last two (2) years of the expiring contract (2009 and 2010) have had no price change. The renewal contract will last five years with a 3% increase for year one (1), two (2), three (3), and year four (4) and five (5) remaining at the same rate as year three.

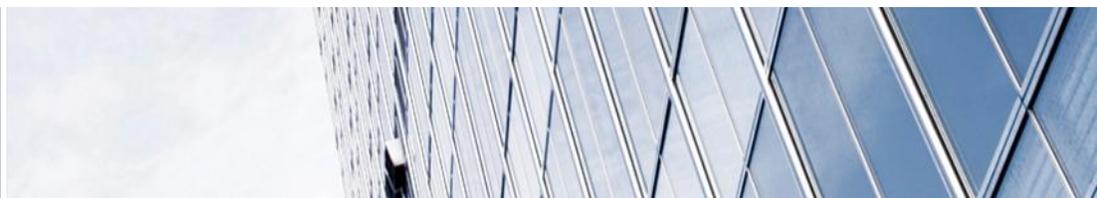
This expenditure of \$24,926 was planned for in the 2011 Budget and funds are available in the Department of Public Services Building and Grounds Maintenance Contracted Account Number 590-558.00-930.040.



Advantage Services[®]

Agreement for Delhi Charter Township POTW

January 31, 2011



Advantage Services

Agreement for Delhi Charter Township POTW

Table of Contents

Advantage Services	1
1 Overview	3
1.1 Executive Summary	3
1.2 Siemens Capabilities & Commitment to Our Customers	3
2 Service Solution	4
2.1 HVAC CONTROL SERVICES – DDC	4
2.1.1 Technical Support Services	4
2.2 HVAC SERVICES	4
2.2.1 Technical Support Services	4
2.2.2 Equipment Tasking	6
(a) Operating Inspection - Heating	6
(b) Operating Inspection - Heating	6
(c) Operating Inspection - Cooling	7
(d) Operating Inspection - Heating	7
(e) Operating Inspection	7
(f) Operating Inspection	7
3 Service Implementation Plan	9
3.1 Maintained Equipment Table	9
3.2 Service Team	12
4 Siemens Industry, Inc.	13
4.1 Signature Page and Investment By and Between:	13
4.2 Terms And Conditions	14
Appendix A. Discounted Labor & Material Pricing	18
Appendix B.	20

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

Siemens has added preventive maintenance on the new building equipment located south of the original buildings.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

You will find a detailed list of task included with the following service in the Equipment Tasking section of this service agreement. The equipment included under these services is itemized in the List of Maintained Equipment in this service agreement

Emergency Onsite Response: Billable Service: Emergency Onsite Response will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-site service, when available, upon receiving notification of an emergency as a billable service.

Repair & Replacement Services: Billable Service: Repair & Replacement Services is not provided under the coverage of this agreement. Any repair or replace of failed or worn parts, removal of environmentally hazardous materials, or service performed outside the regular scheduled visits will be billed. To reduce the effects of unbudgeted repairs, and to maintain your mechanical system in peak operating condition, Siemens will be happy to provide R&R for either labor or material or both as an additional service to your agreement

Refrigerant Recovery: Siemens helps to assure that your facility is in compliance with the current EPA regulations and guidelines controlling the use and containment of refrigerants. We will recover your refrigerant as appropriate to reduce emissions and minimize the need for replacement refrigerant, and keep you informed regarding refrigerant compliance issues. All refrigerant containment will be performed and documented by our certified mechanics in accordance with EPA regulations and guidelines. Testing and cleaning procedures are not included in this recovery service. Disposal and Replacement refrigerant is outside the scope of this service

2 Service Solution

2.1 HVAC CONTROL SERVICES – Direct Digital Control

2.1.1 Technical Support Services

Building Automation Controls Inspection: We will inspect the DDC electronic controls in your facility, and will document any portions of the system that are not functioning properly. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. A regular and thorough inspection can help in identifying DDC control problems, that when corrected, will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Laboratory Fume hoods: Your facility has this safety equipment installed for protection of your employees. The Fume hoods contain and exhaust dangerous fumes, which could potentially harm personnel. These 2 Fumehoods must be certified on an annual basis.

Preventive Maintenance: Digital controls can drift out of calibration with changes in mechanical component performance, building use, and climatic conditions. Siemens will provide preventative maintenance in accordance with a program of standard routines that include calibration as determined by our experience, equipment application and location. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

2.2 HVAC SERVICES

2.2.1 Technical Support Services

HVAC Air Filter Changing Service: Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Combustion Analysis & Adjustment: We will utilize electronic flue gas analysis to perform combustion analysis whereby we adjust the burner controls and linkages as required for efficiency and pollution control. If existing equipment cannot meet current pollution requirements, we will make recommendations for system improvements. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Operating Inspection: Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Operating Inspection – Heating: Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Operating Inspection – Cooling: Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

2.2.2 Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently

Chiller / Recip / Air Cooled

Operating Inspection

- Log all operating conditions
- Confirm chiller operation
- Inspect overall condition
- Check refrigerant charge
- Check lube system
- Lubricate per OEM recommendations

Package / RTU's / MAU's - Gas Heat Only

(a) Operating Inspection - Heating

- Inspect overall condition
- Confirm burner and fuel system operation
- Record temperature rise at 100%
- Check fuel system for leaks
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / RTU's - A/C w/Gas Heat

(b) Operating Inspection - Heating

- Inspect overall condition
- Confirm burner and fuel system operation
- Record temperature rise at 100%
- Check fuel system for leaks
- Check belt tension and condition
- Lubricate per OEM recommendations

(c) Operating Inspection - Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / Exhaust Fans

(d) Operating Inspection - Heating

- Confirm fan operation
- Record motor amps and voltage
- Inspect overall condition
- Check bearing temperature
- Check belt tension and condition
- Lubricate per OEM recommendations

Heating Systems / HW - Firetube Boilers

(e) Operating Inspection

- Log and evaluate operating conditions
- Confirm burner and fuel system operation
- Check fuel system for leaks
- Check safety and operating controls
- Check combustion air make-up system
- Check for proper venting of flue gas

Pumps / Pumps

(f) Operating Inspection

- Visually inspect and evaluate operating conditions
- Check system for leaks
- Check motor amps and voltage
- Check for unusual vibration or noise
- Lubricate per OEM recommendations

3 Service Implementation Plan

3.1 Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Air Compressors & Dryers	Air Compressors & Dryers	Air comp., Lubed, Duplex, 1/3 - 2 HP	1		New Bldg	Quincy QR-310
Services (Times per year): Inspection (2) - Preventative Maintenance (1)						

Air Compressors & Dryers	Air Compressors & Dryers	Air Dryer, 5-25 SCFM	1		New Bldg	Quincy QPNC 10
Services (Times per year): Inspection (1) - Preventative Maintenance (1)						

Chiller / Recip	Air Cooled	11 - 15 Tons	1	107091	New Bldg	Advantage Maximum 200LE
Services (Times per year): Operating Inspection (4)						

Make up air	MAU - Gas Heat Only	251K - 500K BTUs	1		New Bldg	Rupp
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Heat (1)						

Package / RTU's	RTU - A/C w/Gas Heat	25 - 75 Tons	1	CN-4619-01N	New Bldg	Aaon DT-025/DX-C16/MZ
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Exhaust	Exhaust Fans	0 - 5 HP	1		New Bldg	Hatzel A58E-186FW-FG-FX-G3
Services (Times per year): Operating Inspection - Heat (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
--------------------	-----------------------	-----------	-----	---------------	----------	-----------

Heating Systems	HW - Firetube Boilers	101 - 200 HP	1	08F-5044	New Bldg	HW5-30
Services (Times per year): Combustion Analysis (1) - Operating Inspection (2)						

Pumps	Pumps	Centrifugal 1 - 5 HP	14		New Bldg	Aurora
Services (Times per year): Operating Inspection (1)						

Chiller / Recip	Air Cooled	11 - 15 Tons	1	107091	Bldg 200	Carrier
Services (Times per year): Operating Inspection (2)						

Package / RTU's	RTU's - A/C w/Gas Heat	25 Tons	1		Bldg 210	McQUAY
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Exhaust fans	Exhaust Fans	0 - 5 HP	4		Bldg 200	Cook
Services (Times per year): Operating Inspection - Heat (1)						

Exhaust fans	Exhaust Fans	0 - 5 HP	1		Bldg 210	
Services (Times per year): Operating Inspection - Heat (1)						

Fan coil unit	FCU - A/C w/Hot water heat	1- 5 Tons	1		Bldg 200	McQUAY
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Pumps	Chilled Water Pumps	Centrifugal 1 - 5 HP	2		Bldg 200	B&G
Services (Times per year): Operating Inspection (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Heating Systems	HW – Hi efficiency Boilers	400 HP	1		Next to Bldg 200	Lochinvar
Services (Times per year): Combustion Analysis (1) - Operating Inspection (2)						

Pumps	Hot Water Pumps	Centrifugal 1 - 5 HP	3		Bldg 200	B&G
Services (Times per year): Operating Inspection (1)						

Pumps	Hot Water Pumps	Centrifugal 1 - 5 HP	2		Next to Bldg 200	B&G
Services (Times per year): Operating Inspection (1)						

Make up air	MAU's - A/C w/Gas Heat	20 - 25 Tons	1		Bldg 200	Wing
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Make up air	MAU's - w/Gas Heat	200,000 BTU'S	2	MAU-2,3	Bldg 200	Rezner
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Make up air	MAU's - w/Gas Heat	200,000 BTU'S	1	MAU-1	Tertiary Bldg	Rezner
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

3.2 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Thomas Polega - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Vance D'Onofrio - Service Account is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Rich Starr Primary Service Specialist - Scott Alt Primary Service Mechanic is responsible for performing the ongoing service of your system.

Ed Willobee - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Michele Coleman - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry Inc.
 45470 Commerce Center Drive
 Plymouth Township, MI 48170
 Vance D'Onofrio
 (734) 456-3865

Delhi Charter Township
 1492 Aurelius Road
 Holt, MI 48842
 Sandra Diorka
 517 699 3874

Services shall be provided at 5961 McCue road, Holt, MI 48842.

Siemens shall provide the services as outlined in the attached proposal dated 01/31/2011 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 5 Years beginning 02/01/2011 and from year to year thereafter.

Investments:

Year 1	02/01/2011 to 1/31/2012	\$24,926 annually	paid \$12,463 semi-annually
Year 2	02/01/2012 to 1/31/2013	\$25,674 annually	paid \$12,837 semi-annually
Year 3	02/01/2013 to 1/31/2014	\$26,444 annually	paid \$13,222 semi-annually
Year 4	02/01/2014 to 1/31/2015	\$26,444 annually	paid \$13,222 semi-annually
Year 5	02/01/2015 to 1/31/2016	\$26,444 annually	paid \$13,222 semi-annually

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:
 Sandra Diorka
 Director of Public Services
 Delhi Charter Township

Proposal submitted by:
 Vance D'Onofrio
 Account Engineer
 Siemens

 Signature Date

 Signature Date

P.O.# _____

 Signing Manager Name

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

 Signing Manager Title

Or

- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

 Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("*Deliverables*") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("*Instruments*") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982- 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDGs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective from January 1, 2011 through December 31, 2011

Please note: Rates shown are for the period referenced above and are subject to change.

Non TSP

Standard Labor Rates:	Straight Time (M-F 8 AM to 4 PM) excl. Holidays	Regular Overtime (M-F 4 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$169.00	\$253.00	\$338.00
Fire Safety Specialist	\$151.00	\$227.00	\$302.00
Security Specialist	\$130.00	\$194.00	\$259.00
Engineer	\$193.00	\$289.00	\$386.00
Mechanic	\$124.00	\$186.00	\$248.00
Mechanic for Chillers(>40 tons)& boilers(.1 MBTU'S)	\$142.00	\$210.00	\$280.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed

TSP Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 4 PM) excl. Holidays	Regular Overtime (M-F 4 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$139.00	\$209.00	\$278.00
Fire Safety Specialist	\$128.00	\$192.00	\$257.00
Security Specialist	\$117.00	\$175.00	\$233.00
Engineer	\$169.00	\$254.00	\$338.00
Mechanic	\$110.00	\$165.00	\$220.00

Mechanic for Chillers(>40 tons)& boilers(.1 MBTU'S)	\$120.00	\$180.00	\$241.00
---	----------	----------	----------

Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge. One-hour minimum billing for all on-line service'

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.

Appendix B.

Begin Text Here

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 7, 2011

RE: Set Public Hearing for Michigan Department of Natural Resources Trust Fund Grant Application – North Trail Connector Project

Enclosed for your review is Resolution No. 2011-002 which sets a public hearing to hear comments regarding the submittal of a Michigan Department of Natural Resources Trust Fund Grant Application for the North Trail Connector Project.

In 2007 the Delhi Township Board adopted a Non-Motorized Transportation Plan which planned for the construction of non-motorized pathways (trails) through Delhi Township with the goal of connecting north to the Lansing River Trail and eventually south to the Hayhoe Trail in Mason.

In 2008 and 2009 we began and completed construction of the first portions of the trail from Holt Road to Willoughby Road and along Cedar Street between Dallas and Holbrook Drive. Delhi Township is now pursuing construction of what is being called the “North Trail Connector”. This pathway will continue the trail, which ends at Willoughby Road, and extend it to the Lansing River Trail at the corner of Jolly and Aurelius Roads. The Lansing River Trail connects to Hawk Island Park, Potter Park Zoo, downtown Lansing, Old Town and through the MSU campus.

At the December 21, 2010 Board meeting the Township Board adopted Resolution No. 2010-032 which supported the submittal of an Enhancement Grant Application to the Michigan Department of Transportation for the development of the North Trail Connector. This grant would provide for \$1 Million of the \$2.6 Million estimated project cost.

Staff is also applying for a Michigan Department of Natural Resources Trust Fund Grant in the amount of \$500,000 with the remaining \$1.3 Million being funded by the Downtown Development Authority. Before submittal of the Trust Fund Grant application the Township Board must hold a public hearing to hear comments on such submittal. Once the public hearing has been held, staff will then complete the Trust Fund Grant application for submittal in April. Therefore, I recommend the Township Board set a public hearing for March 15, 2011 at 8:00 p.m. to hear comments regarding the submittal of a Michigan Department of Natural Resources Trust Fund Grant application.

Recommended Motion:

To adopt Resolution No. 2011-002 which sets a public hearing for March 15, 2011 at 8:00 p.m. to hear comments on the submittal of a Michigan Department of Natural Resources Trust Fund Grant Application for the North Trail Connector Project.



MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Wednesday, February 09, 2011

RE: North Trail Connector – MNRTF Grant, Setting Public Hearing

As you are aware, we submitted an application to the Michigan Department of Transportation (MDOT) in the amount of \$1M for partial funding of the North Trail Connector project (see attached map & resolution 2010-032) on January 31st. The second component of this funding package includes a second grant application for an additional \$500K in funding from the Michigan Natural Resources Trust Fund (MNRTF) program administered by the Michigan Department of Natural Resources & Environment (MDNRE).

Prior to submitting the application, we are required to hold public hearing. I've attached a draft resolution and public notice for this purpose. I'm requesting that the Township Board schedule the public hearing for March 15th at their upcoming meeting (Feb. 15th). After the hearing, the Board will be asked to pass another resolution similar to 2010-032 (attached) formally authorizing the submission of the MNRTF grant application.

If you need any additional information, please do not hesitate to ask. Otherwise, please forward the attachment, along with your concurrence, to the Township Board. Thank you.

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2011-002

**A Resolution to Set a Public Hearing on Township
Application for Michigan Natural Resources Trust
Fund Grant Application**

At a Regular Meeting of the Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Service Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, February 15, 2011, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by_____:

WHEREAS, pursuant to Resolution 2010-032, on January 31, 2011 an application for grant funding was submitted by Delhi Township to Michigan Department of Transportation for the North Trail Connector project, and

WHEREAS, Resolution 2010-032 recognized that additional funding for this project would be sought from the Michigan Natural Resources Trust Fund (MNRTF) program, and

WHEREAS, prior to approving a resolution which authorizes the submittal of MNRTF grant application a public hearing must be held to provide the public with an opportunity to comment on the proposed project and grant request;

NOW, THEREFORE, BE IT RESOLVED;

1. The Township Board shall conduct a public hearing on Tuesday, March 15, 2011, at 8:00 p.m., and at such hearing shall provide such rights to any person wanting to appear and be heard on these matters.

2. The Township Clerk is hereby directed to cause written notice of the public hearing to be published not less than 10 days prior to the hearing date. Notice of such hearing shall be substantially in the form of Exhibit A.

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted on the date written above.

Evan Hope, Township Clerk

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on February 15, 2011.

IN WITNESS THEREOF, I have hereunto affixed my official signature this ____ day of February, 2011.

Evan Hope, Township Clerk

Exhibit A

**NOTICE OF PUBLIC HEARING REGARDING SUBMISSION OF
MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION
FOR NORTH TRAIL CONNECTOR PROJECT**

NOTICE IS HEREBY GIVEN that Delhi Charter Township intends to submit an application to the State of Michigan under the Michigan Natural Trust Fund program for grant funding. If a grant is awarded, the funding will be used to construct the non-motorized pathway (trail) from the corner of Aurelius/Jolly Roads to connect to the existing pathway on Willoughby Road. The project will include construction of the pathway under I-96 at the Sycamore Creek and is consistent with the adopted Non-Motorized Transportation Plan. Additional project information can be obtained at www.delhitownship.com or by calling the Department of Community Development at 517-694-8281.

The Township Board has scheduled a public hearing to receive any comments on this matter for Tuesday, March 15, 2011 at 8:00 p.m. at the Community Service Center, 2074 Aurelius Road, Holt, MI.

If you are handicapped or require special accommodations at the public hearing, please notify the Township Clerk at least two (2) days prior to the date of the public hearing.

This Notice given by direction of the Delhi Charter Township Board,

DELHI CHARTER TOWNSHIP

Evan Hope, Township Clerk
Delhi Charter Township
2074 Aurelius Road
Holt, MI 48842

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2010-032

**RESOLUTION TO APPROVE SUBMITTAL OF TO THE MICHIGAN
DEPARTMENT OF TRANSPORTATION ENHANCEMENT GRANT
APPLICATION**

At a regular meeting of the Delhi Charter Township Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on the 21st day of December, 2010, at 7:30 p.m.

PRESENT: Supervisor Stuart Goodrich, Clerk Evan Hope, Treasurer Harry Ammon, Trustees Derek Bajema, John Hayhoe, Jerry Ketchum, Roy Sweet

ABSENT: None

The following Resolution was offered by Clerk Hope.

WHEREAS, the Charter Township of Delhi proposes to submit an application to the Michigan Department of Transportation (MDOT) for a Transportation Enhancement Grant for completion of the *North Trail Connector* section of the Delhi Township trail; and

WHEREAS, the Charter Township of Delhi is committed to the development of the trail system within the Township and the implementation of the adopted Non-Motorized Transportation Plan; and

WHEREAS, the MDOT is accepting grant applications for the Enhancement Grant Program and it is the Township's intent to submit our application in January of 2011; and

WHEREAS, the Charter Township of Delhi will also apply prior to April 1, 2011 to the Michigan Department of Natural Resources and Environment (MDNRE) for joint funding for this project in the amount of \$500,000; and

WHEREAS, the total cost of the North Trail Connector project is expected to be approximately \$2.8 Million and the funding breakdown is as follows:

MDOT – Enhancement Grant	\$1,000,000
MDNRE – Trust Fund	\$ 500,000
Local Match – Downtown Development Authority	\$1,300,000

NOW THEREFORE, BE IT RESOLVED THAT the Board of the Charter Township of Delhi hereby authorizes the Community Development Director to make application to the Michigan Department of Transportation Enhancement Grant program for funding of the North Trail Connector as outlined herein.

AYES: Sweet, Ammon, Bajema, Goodrich, Hayhoe, Hope, Ketchum
NAYS: None
ABSENT: None

The foregoing Resolution declared adopted on the date written above.

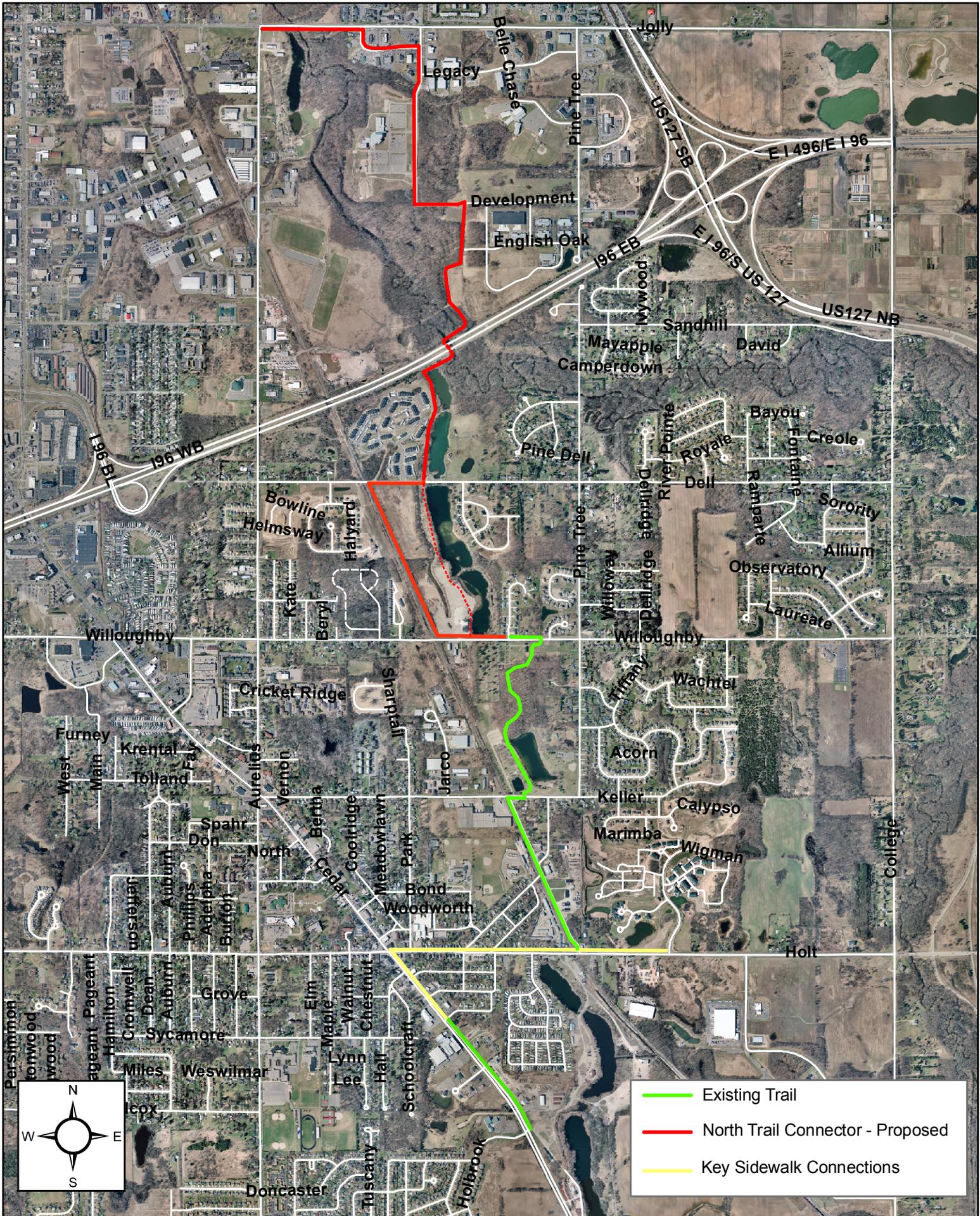

Evan Hope, Township Clerk

STATE OF MICHIGAN)
COUNTY OF INGHAM) ss

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY, that the foregoing is a true and complete copy of the proceedings taken by the Township board at a regular meeting held on the 21st day of December, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my official signature the 21st day of December 2010.


Evan Hope, Township Clerk



Resolution of Support for Non-Motorized Trail Grant Application

Whereas the Delhi Charter Township Downtown Development Authority (DDA) and Delhi Charter Township have cooperatively funded the construction of Phase I of the Delhi Non-Motorized Trail system; and

Whereas the DDA and Township have planned Phase II of the Delhi Non-Motorized Trail system; and

Whereas the DDA has expended approximately \$120,000 to complete route analysis and prepare preliminary engineering and permitting documents for the Phase II extension of the Delhi Non-Motorized Trail from Dell Road to the intersection of Jolly and Aurelius Roads: and

Whereas the DDA encourages and supports the Township's efforts to obtain grant support for the construction of this trail extension from outside governmental sources, including the State of Michigan Department of Transportation and the State of Michigan Department of Natural Resources; and

Whereas the State of Michigan Department of Transportation is accepting grant applications for the Enhancement Grant Program and it is Delhi Township's intent to submit an application to MDOT under this program in January 2011.

Now, Therefore Be It Resolved by the Delhi Charter Township Downtown Development Authority:

That the DDA supports and endorses the Township's application to the State of Michigan Department of Transportation for the Phase II extension of the Delhi Township Non-Motorized Trail in the amount of \$1,000,000 and

That the DDA is prepared to assist the Township in securing the necessary local match and facilitate the Township's commitment to contribute this match at the appropriate time.

This Resolution Adopted at the January 25, 2011 Meeting of the Delhi Charter Township Downtown Development Authority by a Vote of 6 Ayes 0 Nays.

Certified:



C. Howard Haas
Chairperson, Delhi Charter Township Downtown Development Authority

signed January 25, 2011



DiAnne Warfield
Secretary, Delhi Charter Township Downtown Development Authority

signed January 25, 2011

Resolution of Support for Non-Motorized Trail Grant Application

Whereas the Delhi Charter Township Downtown Development Authority (DDA) and Delhi Charter Township have cooperatively funded the construction of Phase I of the Delhi Non-Motorized Trail system; and

Whereas the DDA and Township have planned Phase II of the Delhi Non-Motorized Trail system; and

Whereas the DDA has expended approximately \$120,000 to complete route analysis and prepare preliminary engineering and permitting documents for the Phase II extension of the Delhi Non-Motorized Trail from Dell Road to the intersection of Jolly and Aurelius Roads; and

Whereas the DDA encourages and supports the Township's efforts to obtain grant support for the construction of this trail extension from outside governmental sources, including the State of Michigan Department of Transportation and the State of Michigan Department of Natural Resources; and

Whereas the State of Michigan Department of Natural Resources is accepting grant applications for the Natural Resources Trust Fund Program and it is Delhi Township's intent to submit an application to MDNR under this program in March 2011.

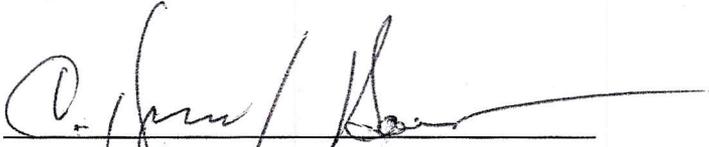
Now, therefore Be It Resolved by the Delhi Charter Township Downtown Development Authority:

that the DDA supports and endorses the Township's application to the State of Michigan Department of Natural Resources for the Phase II extension of the Delhi Township Non-Motorized Trail in the amount of \$500,000 and

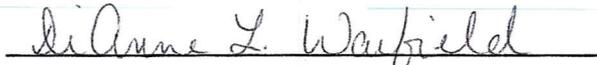
that the DDA is prepared to assist the Township in securing the necessary local match and facilitate the Township's commitment to contribute this match at the appropriate time.

This Resolution Adopted at the January 25, 2011 Meeting of the Delhi Charter Township Downtown Development Authority by a Vote of 6 Ayes 0 Nays.

Certified:


C. Howard Haas
Chairperson, Delhi Charter Township Downtown Development Authority

signed January 25, 2011


DiAnne Warfield
Secretary, Delhi Charter Township Downtown Development Authority

signed January 25, 2011



**Delhi Charter Township
Department of Community Development**

MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Wednesday, February 09, 2011

RE: Zoning Ordinance Text Amendment 39-157 – Michigan Medical Marihuana

On September 21st the Township Board adopted a 180-day moratorium on commercial medical marihuana (MM) land uses. The purposes of the moratorium was to provide the necessary time to consider potential impacts to surrounding properties, state requirements and safety and to create siting requirements and review procedures, as necessary. The moratorium will expire shortly after the March 15th Board meeting.

At their meeting on Feb. 14th the Planning Commission (PC) will hold a public hearing on proposed Zoning Ordinance (ZO) amendments that, if adopted, will provide regulation of MM as a land use within the Township. I believe that, after the public hearing, the PC will make a recommendation to the Township Board to adopt the proposed amendments. I am forwarding this information to you at this time for placement on the Feb. 15th Board agenda so that there is time prior to the expiration of the moratorium for action.

The proposed amendments are consistent with the Board's consensus reached at the December 7th, 2010 meeting. As such, the proposed amendments can be summarized as follows:

1. *Consistent with the opinion of the Township Attorney, and various other considered opinions, "medical marihuana dispensaries" and "compassion clubs" are not provided for by the Michigan Medical Marihuana Act (MMMA). Therefore, they will not be a permitted land use in Delhi Township.*
2. *"Primary caregivers" will be permitted to operate as a **Home Occupation** in the A-1, TC, R1-A, R1-B, R1-C, R1-D and R1-E zoning districts only, provided conformance to the following provisions:*
 - a. *No more than 2 caregivers per structure or parcel.*
 - b. *Caregivers may not have patients "pick-up" any MM from them.*
 - c. *No signage or advertising of any kind shall be permitted.*
 - d. *No light used for the growing of MM shall be visible from the exterior of the structure.*
 - e. *A property being used for a Caregiver Home Occupation shall not be located within 1000' of any Childcare Center, school, pre-school or church.*
 - f. *Only owner-occupied single-family residential units may be used for this purpose.*
 - g. *Electrical, plumbing, mechanical and building permits when required by code.*

h. All other provisions of Section 5.1.11 of the Zoning Ordinance will also apply.

Also, upon recommendation of the Township Attorney, the PC has determined that a requirement for a *Medical Marihuana Location Permit* issued by the Department of Community Development is prudent. This permit will be a simple form that will allow the Department to review the proposed location of the MM Home Occupation to ensure that compliance with the requirements of the ZO, including separation from schools, churches and daycare centers. I would propose that a fee be associated with this permit to help cover the cost of review. I suggest that the Township Board initially establish a non-refundable fee in the amount of \$100. This can be adjusted in the future if we find that the time and effort associated with this work warrants a higher amount.

I've attached the draft Ordinance for review. I anticipate that the PC will recommend approval of the amendment at their meeting on Feb. 14th. If for any reason this does not occur, I will notify you immediately so that this item could be removed from the Board's agenda on the 15th. Assuming that this matter will be before the Board on the 15th, I will bring a summary of any public comments received and be prepared to share the PC's discussion at that meeting.

If you need any additional information, please do not hesitate to ask. Otherwise, I respectfully request that Ordinance No. 39.157 be placed on the Feb. 15th Board agenda for their consideration and action. Additionally, I would request that the Board set the fee for the "Medical Marihuana Location Permit" at \$100. If you have any questions, or would like to discuss this further, please do not hesitate to ask. Thank you.

Recommended Motion to APPROVE:

To amend Zoning Ordinance No. 39 for the purpose of adding provisions for Medical Marihuana in accordance with the Michigan Medical Marihuana Act, as recommended by the Planning Commission at their February 14, 2011 meeting (Zoning Ordinance No. 39.157).

-OR-

Recommended Motion to DENY:

To deny amending Zoning Ordinance No. 39 for the purpose of adding provisions for Medical Marihuana in accordance with the Michigan Medical Marihuana Act.

DELHI CHARTER TOWNSHIP

INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 39.157

PREAMBLE

AN ORDINANCE TO AMEND THE DELHI CHARTER TOWNSHIP ZONING ORDINANCE TO PERMIT THE LIMITED POSSESSION, USE AND GROWING OF MARIHUANA AND POSSESSION AND USE OF PARAPHERNALIA ASSOCIATED WITH THE USE OF MARIHUANA FOR MEDICAL PURPOSES IN ACCORDANCE WITH THE MICHIGAN MEDICAL MARIHUANA ACT (MCL 333.26421 ET SEQ); TO DEFINE TERMS; TO RESTRICT ACTIVITIES OF REGISTERED QUALIFIED PATIENTS AND REGISTERED PRIMARY CAREGIVERS IN CONNECTION WITH THE GROWING AND FURNISHING OF MEDICAL MARIHUANA TO THOSE LOCATIONS WITHIN THE CHARTER TOWNSHIP OF DELHI DEEMED TO BE SUITABLE AND COMPATIBLE WITH OTHER ALLOWED LAND USES WITHIN THE TOWNSHIP SUBJECT TO RESTRICTIONS; TO LIMIT EXPOSURE OF SUCH ACTIVITIES TO OTHER PERSONS AND PROPERTY; TO PROHIBIT DISPENSARIES AND "COMPASSION CLUBS" AS DEFINED HEREIN; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION I. AMENDMENT OF SECTION 5.1.5 "USES NOT PERMITTED IN ANY DISTRICT."

Section 5.1.5 of the Delhi Charter Township Zoning Ordinance entitled "Uses Not Permitted In Any District" shall be and is hereby amended to add a subsection 4) to read as follows:

5.1.5 4). Dispensaries or medical marihuana dispensaries, compassion clubs, or medical marihuana compassion clubs are not permitted as a land use in any zoning district within Delhi Charter Township.

SECTION II. AMENDMENT OF SECTION 5.1.11 "HOME OCCUPATIONS."

Section 5.1.11 of the Delhi Charter Township Zoning Ordinance entitled "Home Occupations" shall be and is hereby amended to provide follows:

5.1.11 HOME OCCUPATIONS. Except as provided in Section 5.1.11.4 relating to **medical marihuana**, home occupations shall be permitted within any residential, town center or agricultural zoning district, provided that the specific occupation is not in conflict with this or any other ordinance, statute or regulation.

- 1) Intent. Home occupations are intended to provide and allow some auxiliary commercial use while at the same time protecting and maintaining the residential character of the neighborhood.
- 2) General Restrictions. To achieve this objective, the residential districts can allow compatible residential and auxiliary commercial use. All uses within this district must be conducted entirely within an enclosed building. No outdoor displays are permitted. **Except as provided in Section 5.1.11.4 relating to medical marihuana**, signage shall be permitted as provided in Section 6.9.9 (B) for Wall Signs (Home Occupations) only.
- 3) Uses in different districts. It is possible for a particular use to be allowed in one residential district and not be allowed in another.

5.1.11.1 Definition. Except as provided in Section 5.1.11.4 relating to **medical marihuana**, "home occupations" shall be defined as businesses operated continuously from an area which is zoned residential, town center, or agricultural wherein the owner and all employees and workers of the home business are members of the immediate family which resides within the residence and which definition shall include, among other things, the giving of instruction in a craft or fine art within the residence, subject to regulations relating to noise, traffic, advertising, hours of operation, and other conditions that may relate to the use of the residence. For purposes of this definition, "immediate family" shall include father, mother, sister, brother, son, daughter, sister-in-law, brother-in-law, father-in-law or mother-in-law. In addition, no more than one (1) non-family nonresident worker may be involved in the home occupation.

5.1.11.2 Permitted uses. Except as provided in Section 5.1.11.4 relating to **medical marihuana**, all uses shall be permitted pursuant to this section, except the following uses:

- 1) Any occupation requiring a special use permit in any commercial or industrial zone or any occupation listed under special conditions in any commercial or industrial zone except that of hair shops and beauty shops with only one (1) hairdresser or barber and one (1) chair may be a permitted home occupation.
- 2) Any occupation requiring the use of hazardous materials as defined by the Michigan Department of Natural Resources, the Michigan Department of Health or the Ingham County Health Department if that identified material is used or stored in a quantity that exceeds that of a normal residence.
- 3) Any occupation which involves the use of mechanical, electrical, or similar machinery or equipment other than that used for normal domestic or hobby purposes.
- 4) Any occupation which involves outdoor storage or display of products or equipment.
- 5) Retail sale of goods from stock to the general public. This subsection shall not prohibit sale of goods which are specifically ordered by customers.

5.1.11.3 Space restrictions. No more than twenty-five (25) percent of the building area shall be devoted to home occupation use(s). The term "building area" is defined in Section 10.2. This section shall not apply to day care or foster care uses which involve children and/or adults.

5.1.11.4 Medical marihuana home occupations.

- 1) **Medical marihuana primary caregiver.** A primary caregiver, subject to the restrictions set forth in the definitions to this ordinance and requirements of the Michigan Medical Marihuana Act and the general rules of the Michigan Department of Public Health and this Ordinance, may furnish and provide the services of a registered primary caregiver as a home occupation subject to the following restrictions:
 - (a) The home occupation provisions and restrictions set forth in Section 5.1.11.3 shall be applicable to this use.
 - (b) The growing of medical marihuana as a home occupation by a primary caregiver shall be limited to the A-1, TC, R1-A, R1-B, R1-C, R1-D and R1-E zoning districts only.

- (c) No signs or advertisements of any kind shall be permitted or visible on or from the exterior of the property or structure involved in the home occupation relating to the medical marihuana home occupation.
- (d) A registered primary caregiver's marihuana growing operation shall be limited to the number of plants allowed by law, subject to application for and issuance of a Medical Marihuana Location Permit for such growing operation issued by the Township.
- (e) A registered primary caregiver functioning as such as a home occupation shall not be located within any non-owner occupied single family residence or duplex or multiple family dwelling or within a radius of one thousand (1,000) feet from any school, child care center, preschool, or church.
- (f) The use of a dwelling as a home occupation under this section shall be limited to two (2) primary caregivers residing within said facility and providing usable marihuana to not more than five (5) qualifying patients registered to each such caregiver.
- (g) Transfers of medical marihuana from the registered primary caregiver to his or her qualifying patients shall be accomplished only by the delivery of medical marihuana by the primary caregiver at the home of the qualifying patient.
- (h) Lighting for medical marihuana growing operations shall not be visible from the building exterior.
- (i) All medical marihuana, whether in plant form or "usable marihuana," shall be contained within the dwelling within a secure, enclosed, locked facility, accessible only by the registered primary caregiver or registered qualifying patient. The storage facility and marihuana may be subject to inspections from time to time by authorized Township personnel.
- (j) Medical marihuana growing facilities shall be subject to electrical, mechanical, plumbing and fire department inspections, and issuance of a permit as required by the applicable building and construction codes.

SECTION III. AMENDMENT OF SECTION 10.2 "DEFINITIONS."

Section 10.2 of the Delhi Charter Township Zoning Ordinance entitled "Definitions" shall be and is hereby amended to add the following definitions:

Compassion Club or Medical Marihuana Compassion Club: See Medical Marihuana.

Debilitating Medical Condition: See Medical Marihuana.

Dispensary or Medical Marihuana Dispensary: See Medical Marihuana.

Medical Use: See Medical Marihuana.

Primary Care Giver: See Medical Marihuana.

Qualifying Patient or Registered Qualifying Patient: See Medical Marihuana.

Usable Marihuana: See Medical Marihuana.

Medical Marihuana: For the purposes of this Ordinance, the following definitions shall apply:

- a) **Compassion Club:** Any entity whose members are comprised of primary caregivers or qualifying patients which is not open to the public and the purpose of which includes uses or consumption of marihuana in any form or the facilitation of such use or consumption.
- b) **Debilitating Medical Condition:** The conditions and circumstances provided in Section 3(a) of the Michigan Medical Marihuana Act (MCL 333.26423(a)).
- c) **Dispensary or Medical Marihuana Dispensary:** Any location at which marihuana is transferred from one person to another, other than transfers of marihuana from a registered primary caregiver to a qualifying patient to whom said primary caregiver is connected through the Department of Community Health registration process.

- d) **Marihuana (also known as marijuana and cannabis):** The substance defined in Section 7106 of the Public Health Code, PA 1978, No. 368 (MCL 333.7106).
- e) **Medical Use:** The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms association with the debilitating medical condition. The term "transfer" as used herein shall be limited to a transfer of marihuana from a primary or a registered primary caregiver to a qualifying patient or registered qualifying patient who is connected to the caregiver through the Department of Community Health's registration process.
- f) **Primary Caregiver or Registered Primary Caregiver:** A person who has agreed to assist with a registered qualifying patient's medical use of marihuana and who has a valid registry identification card identifying said person as a primary caregiver.
- g) **Qualifying Patient or Registered Qualifying Patient:** A person who has been diagnosed by a physician as having a debilitating medical condition and who has a valid registry identification card issued by the Michigan Department of Community Health which identifies the person as a registered qualifying patient.
- h) **Usable Marihuana:** The dried leaves and flowers of the marihuana plant and any mixture or preparation thereof, but does not include the seeds, stalks and roots of the plant.

SECTION IV. CONFIDENTIALITY.

The Delhi Charter Township Zoning Ordinance shall be and is hereby amended to add a Section No. 5.1.11.4 2) entitled "Confidentiality" as follows:

5.1.11.4 2) Confidentiality. Application for permits submitted by a registered caregiver, including information regarding the patient's primary caregiver, is confidential, to the extent provided by the Michigan Medical Marihuana Act.

SECTION V. SAVINGS CLAUSE.

Except as expressly amended herein, all other provisions of the Delhi Charter Township Zoning Ordinance shall remain in full force and effect.

SECTION VI. REPEAL. All Ordinances or parts of Ordinances of the Charter Township of Delhi inconsistent herewith shall be and are hereby repealed, insofar as they may be inconsistent with the provisions of this Ordinance. The adoption of this Ordinance shall not, however, invalidate any prosecution or other legal proceeding taken in connection with a similar subject matter under ordinances existing at the time such action was initiated.

SECTION VII. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of

the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

SECTION VIII. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its adoption and publication as provided by law.

First Reading: _____
First Publication: _____
Second Reading: _____
Second Publication (Posting): _____
Effective Date: _____

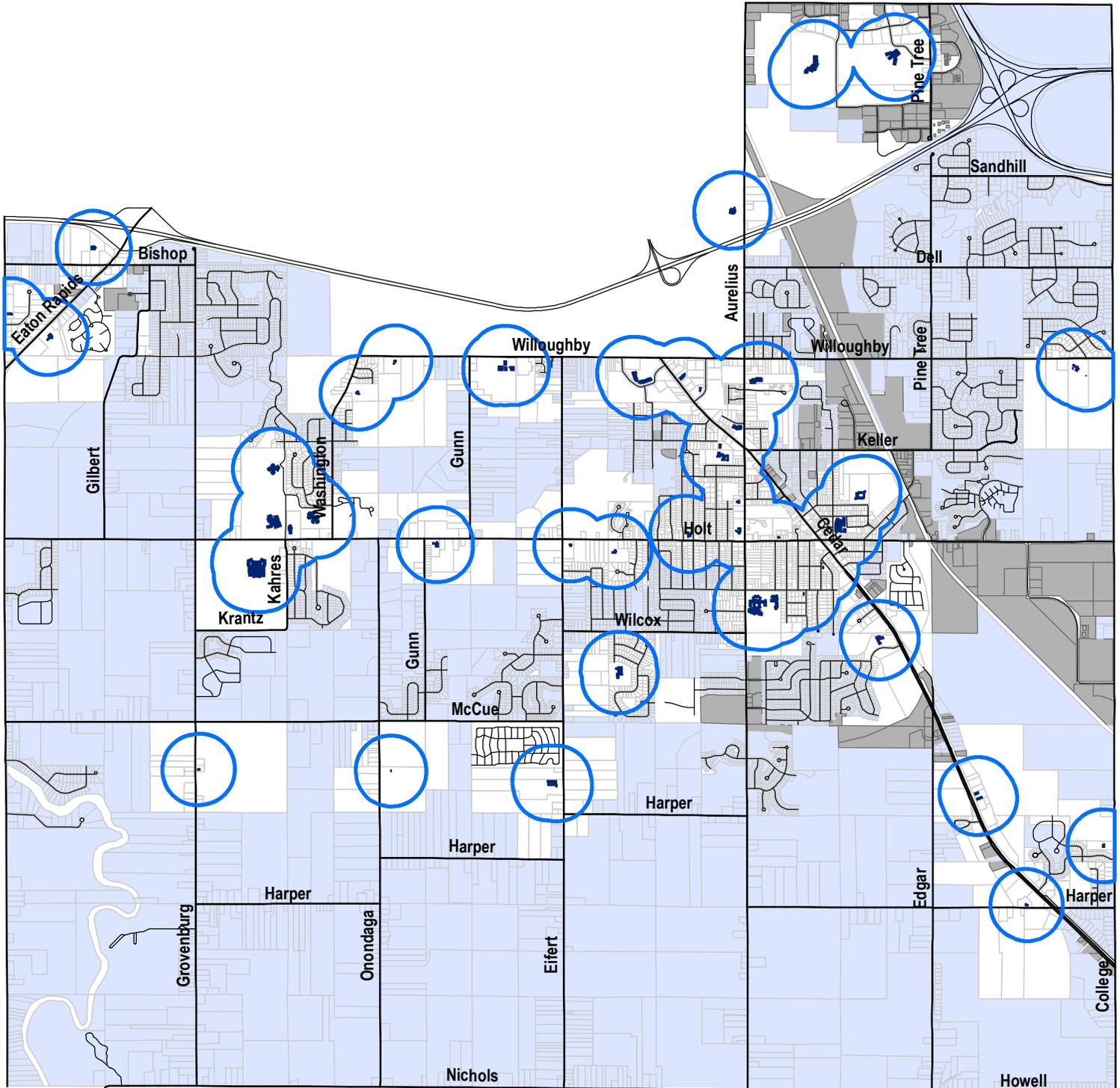
Stuart Goodrich, Supervisor

Evan Hope, Clerk

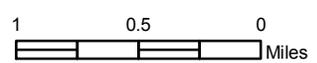
I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. ____, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ____ day of _____, 2011, and that the same was posted and published as required by law on the ____ day of _____, 2011.

Evan Hope, Clerk

Properties Further Than 1000' of Daycare Center, School, & Church Buildings



Parcels selection	IM	A-1	R-1D	1000' Building Buffer
C-1	IP	PD	R-1E	Church, School, Daycare Center Buildings
C-2	IW	PD-2	TC	Roads
C-3	PP	R-1A		Parcels
IA	RM	R-1B		
	RM-1	R-1C		



The total population of Delhi Township residents affected by the outcome of this scenario is approximately 35%, or 8,772 residents.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 9, 2011

RE: Resolution No. 2011-003 – Application for Exemption of New Personal Property – XG Sciences, Inc.

Enclosed for your review and consideration is Resolution No. 2011-003 which would approve the Application for Exemption of New Personal Property for XG Sciences, Inc. They are estimating approximately \$4.9 Million in personal property and would create up to 50 new jobs within two years of completion.

XG Sciences, Inc. is considering locating their company either in Oakwood Executive Park in Delhi Township or at another location out of state. XG Sciences is currently working with the Michigan Economic Development Corporation on incentives, including a “MEGA” tax credit, to remain in the state of Michigan. Part of qualifying for a MEGA tax credit is that the local jurisdiction, Delhi Township, must participate in the incentive package via industrial facilities tax exemption and exemption of new personal property (which is only eligible for a MEGA project).

As part of the abatement process a public hearing is scheduled for February 15, 2011 at 8:00 p.m. A Notice of Hearing was mailed certified to all legislative bodies of each taxing unit that levies ad valorem property taxes within Delhi Township and gives them the opportunity for comments on the application during the public hearing.

In order to help attract XG Sciences, Inc. to Delhi Township, enable them to create up to 50 new jobs and keep them in the state of Michigan, I recommend the Township Board approve Resolution No. 2011-003, subsequent to the public hearing, which approves their application for Exemption of New Personal Property.

Recommended Motion:

To adopt Resolution No. 2011-003 which approves the Application for Exemption of New Personal Property for XG Sciences, Inc.



MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Thursday, February 10, 2011

RE: XG Sciences, Inc. – Applications for Tax Abatement

As you know, I have been working with XG Sciences, Inc. regarding their interest in a new location within Delhi Township. In order to provide an accurate description of the technologically complex work that this company does, I've copied several excerpts from their website for your information (www.xgsciences.com):

XG Sciences manufactures and sells xGnP[®] brand graphene nanoplatelets and also develops advanced multifunctional materials based on our nanoplatelets. We work with end-users, compounders, universities and research groups to tailor our materials for specific applications.

We offer different grades and sizes of our. xGnP[®] brand graphene nanoplatelets. These nanoplatelets are small stacks of graphene sheets about 6 nanometers in thickness made through a proprietary manufacturing process. We sell these platelets in sizes ranging from 5 micron to 25+ microns in diameter.

Our materials make an excellent low-cost nano-additive in composite applications to improve electrical, thermal, barrier, or mechanical properties.

Our technologies were developed in large part at the Composite Materials and Structures Center in the Michigan State University College of Engineering.

The company is currently considering locating their headquarters and manufacturing facility in the former Pepsi Building at 3101 Grand Oak Drive in the Oakwood Executive Park. They are also considering an out-of-state location. The company anticipates investing approximately \$1.4 and \$4.9 million, respectively, in Real and Personal property improvements. Additionally, they expect to create 50 new jobs within two years of initial project completion.

XG Sciences has also been working with the Michigan Economic Development Corporation (MEDC) on packaging a group of incentives that would enable the company to remain in our state and grow within our local economy. The MEDC will be recommending that the State approve a "MEGA" tax credit should they choose the Delhi Township location. One condition of the MEGA is that the local jurisdiction also participates in the incentive package via tax abatement under PA 198 or PA 328.

Under normal circumstances, Delhi Township is not eligible to use the PA 328 (Personal Property Tax) abatement program. However, legislative amendments in 2008 provided that communities working with a company that receives a MEGA tax credit are specifically eligible to use the PA 328 program. The company has requested 328 Abatement for their Personal

Property investment and 198 Abatement for the Real Property. Below is a summary of the differences between the two programs:

PA 198 – Industrial Facilities Tax Exemption Certificate

- This is the program that the Township is most familiar with and that has been used successfully for many years.
- Provides abatement of approximately 50% of the tax that would normally be paid for a period of time up to 12 years, plus construction.
- The Township forgoes approximately 50% of the taxes that may had been collected if abatement was not offered while the IFT is in effect (assuming the project occurred anyway), but collects the remaining 50%.
- Can be applied to both Real and Personal Property. However, as property depreciates over the 12 year period of time, the value of the abatement to the company is reduced.

PA 328 – Exemption of New Personal Property

- Can only be used in Delhi Township when the project is also a MEGA project with the State.
- Can be for any length of time up to 50 years, but is usually approved for much less. The length of time is typically determined based on being somewhat equivalent to the amount of value associated with abatement if it was offered under PA 198, assuming the time/value of money. The advantage to the company is that the benefit is “front loaded” to occur when the company needs the help the most (during start up). The advantage to the Township is that the Personal Property will return to the tax rolls at their full depreciated value.
- Provides for 100% abatement of taxes on Personal Property only.

I’ve attached some tables that provide estimates of the value of both the PA 198 and PA 328 for the current applications. Below is a summary comparison of the values:

Abatement Value via PA 198

	Length of Abatement	Total Value
Real Property	12 years (2012 – 2023)	\$291,469
Personal Property	12 years (2012 – 2023)	\$452,664
	Est. Total Value:	\$744,133

Abatement Value as Proposed (PA 198 & PA 328)

Length of Abatement	Total Value
---------------------	-------------

Real Property (PA 198)	12 years (2012 – 2023)	\$291,469
Personal Property (PA 328)	5 years (2012 – 2016)	\$390,577
	Est. Total Value:	\$683,046

In the case of XG Sciences, the company is requesting 5 years of PA 328 abatement for Personal Property because the value of receiving the 100% abatement within the first five years of operation outweighs the additional \$62K that could be realized if PA 198 was exclusively used (during years 6 – 12). This is also a better deal for the Township because when the Personal Property does come back on the tax rolls in year 6 it will be less depreciated and retain more value. Additionally, the total value of all abatements will be approximately \$60K less than if only PA 198 was utilized to provide the needed inducement.

With all of this in mind, I request that you forward this information and a recommendation for approval of both the PA 198 and PA 328 abatement applications for XG Sciences, to the Township Board. Draft resolutions are attached. A public hearing has been scheduled for the Feb. 15th meeting which will allow the Board to receive any comments regarding the applications from the other taxing jurisdictions or the public. After the hearing I respectfully request their action on the applications so that we can be responsive to the company and State's time line for this project.

Thank you in advance for your attention to this matter. If you have any questions, or require additional information, please don't hesitate to ask.

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2011-003

A Resolution to Approve the Application of XG Sciences, Inc.
for Exemption of New Personal Property
(PA 3218 of 1998, as Amended)

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 15th day of February, 2011, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by_____.

WHEREAS, pursuant to Public Act 328 of 1998, as amended (the "Act"), XG Sciences, Inc. (the "Applicant") has made Application for Exemption of New Personal Property (the "Application") for New Personal Property Exemption on the following described property (the "Property"): LOT 29 OAKWOOD EXECUTIVE PARK SUBD. SEC. 2 T3N,R2W, commonly known as 3101 Grand Oak Drive, Lansing, MI; and

WHEREAS, the Property is located within an Industrial Development District established by the Delhi Township Board pursuant to Resolution 2005-007; and

WHEREAS, XG Sciences, Inc. is a qualified eligible business under the Act; and

WHEREAS, the Act provides that Delhi Township is eligible to provide for Exemption of New Personal Property under the Act when a subject project will receive a "MEGA tax credit" from the State Tax Commission; and

WHEREAS, the Township Clerk received said Application from the Applicant on January 21, 2011 with respect to Personal Property improvements described in the Application to be acquired and installed on the Property; and

WHEREAS, before acting on the Application, the Township Board held a duly noticed hearing on February 15, 2011 at the Community Services Center, at 8:00 p.m., for which hearing the Applicant, the Township Assessor and a representative of each of the affected taxing units were given written notice, and at which hearing were afforded an opportunity to be heard on the Application; and

NOW, THEREFORE, BE IT RESOLVED;

1. The Township Board finds and determines that:
 - a. The granting of the Exemption of New Personal Property currently in force under PA 328 of 1998, as amended, shall not have the effect of substantially impeding the operation, or impairing the financial soundness of the taxing unit which levies ad valorem property taxes in Delhi Township.
2. The Application of the Applicant for Exemption of New Personal Property to be acquired and installed on the parcel of real property described in the Application and situated within the Industrial Development District established by Resolution 2005-007 is hereby approved.
3. The new Personal Property Exemption when issued, shall be, and remain in force and effective for a period of five (5) years, beginning in 2012 and ending December 30, 2016.
4. Subject to the condition that any written agreements, assurances, and representations otherwise made by the Applicant to Delhi Charter Township concerning the new Personal Property and the taxation thereof are not thereby superseded, the Township Clerk is hereby authorized to execute agreements, instruments, and papers necessary or convenient to effectuate the Exemption of New Personal Property, including enabling the Applicant to correct inadvertent errors in the Application prior to its submission to the Michigan Department of Treasury.

AYES:

ABSENT:

The foregoing Resolution declared adopted on the date written above.

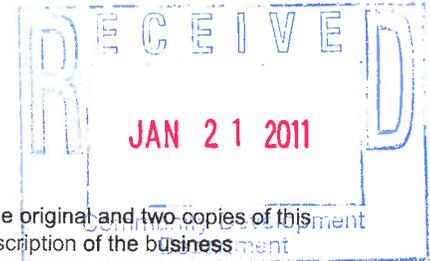
Evan Hope, Township Clerk

**STATE OF MICHIGAN }
 }ss
 COUNTY OF INGHAM }**

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 15th day of February, 2011.

IN WITNESS THEREOF, I have hereunto affixed my official signature this ____ day of February, 2011.

Evan Hope, Township Clerk



Application for Exemption of New Personal Property

Issued under P.A. 328 of 1998. An exemption will not be effective until approved by the State Tax Commission.

INSTRUCTIONS: Read instructions on page 2 of this form before completing this application. File the original and two copies of this form and the required attachments (resolution approving, copy of legal description and a detailed description of the business operations) with the clerk of the local government unit. The State Tax Commission requires two complete sets.

PART 1: APPLICANT INFORMATION

1a. Applicant/Company Name (Applicant must be an ELIGIBLE BUSINESS) XG Sciences, Inc.		2. County Ingham	
1b. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP Code) 5020 Northwind Dr., East Lansing, MI 48823		3. City/Township/Village (indicate which) Delhi Township	
1c. Location of Eligible Business (No. and Street, City, State, ZIP Code) 3101 Grand Oak Dr., Lansing, MI 48911		4a. Local School District Holt	4b. School Code 33070
5. Check below the type of business in which you are engaged and provide a detailed description of the business operation on a separate sheet <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Research & Development <input type="checkbox"/> Office Operations <input type="checkbox"/> Mining <input type="checkbox"/> Wholesale Trade			
6a. Identify type of ELIGIBLE DISTRICT where Eligible Business and New Personal Property will be located Industrial Development District		6b. Governing Unit that Established ELIGIBLE DISTRICT Delhi Township	
7. Name of Person in the Eligible Business to Contact for Further Information Scott Murray, VP-Operations		8. Telephone Number (517) 203-1110	
9. Mailing Address 5020 Northwind Dr., East Lansing, MI 48823			

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which application is being made. The undersigned, authorized officer further certifies that the applicant is an Eligible Business as defined in P.A. 328 of 1998.

11. Name of Company Official Scott Murray		12. Title VP-Operations	
13. Signature (Not Authorized Agents) 		14. Date 1/19/11	
15. Mailing Address (include City, State and ZIP Code) 5020 Northwind Dr., East Lansing, MI 48823			
16. Email Address s.murray@xgsciences.com		17. Telephone Number (517) 203-1110	
		18. Fax Number (517) 203-4140	

PART 2: LOCAL GOVERNMENT UNIT CLERK VERIFICATION

19. Name of Local Governmental Unit Which Passed Resolution for Exemption of New Personal Property Delhi Township		20. Date of Resolution (Attach Copy)		21. Expiration Date of Exemption	
22. Name of Clerk Evan Hope		23. Date application was received by Local Unit			
24. Clerk's Signature		25. Clerk's Mailing Address 2074 Aurelius Rd., Holt, MI 48842			
26. Telephone Number (517) 694-2135		27. Fax Number (517) 699-3881		28. Email Address evan.hope@delhitownship.com	
29. LUCI Code		30. School Code 33070		31. Date District was Established	

STATE TAX COMMISSION USE			
Application No.	Date Received	LUCI Code	School Code

Attachment 1

XG Sciences

Detailed Description of Business Operations

XG Sciences, Inc. ("XG or the Company") was organized in Michigan during May of 2006. XG Sciences, Inc. is a privately held corporation serving customers around the world. Our headquarters are in East Lansing, Michigan. XG manufactures and sells xGnP® brand graphene nanoplatelets and also develops advanced multifunctional materials based on our nanoplatelets. Company technologies were developed in large part at the Composite Materials and Structures Center in the Michigan State University College of Engineering. The scientists who characterized the properties of graphenes were awarded the Nobel Peace Prize in October, 2010. XG Sciences, Inc. is positioned to compete to be the world leader in segments of the graphene market.

The Company works with end-users, compounders, universities and research groups to tailor our materials for specific applications. Company materials make an excellent low-cost nano-additive in composite applications to improve electrical, thermal, barrier, or mechanical properties. XG Sciences, Inc. improves energy storage for electronics applications where high electrical conductivity or capacitance is required. Applications for the product include nanocomposites, energy storage, electronics & lubricants. The Company offers different grades and sizes of the xGnP® brand graphene nanoplatelets. These nanoplatelets are small stacks of graphene sheets about 6 nanometers in thickness made through a proprietary manufacturing process. XG Sciences, Inc. sells these platelets in sizes ranging from 5 micron to 25+ microns in diameter. The Company sells to over 300 customers worldwide.

There is currently no other volume manufacturer of the product in Michigan. XG Sciences, Inc. uses local Michigan suppliers when available and assuming prices are competitive. The Company continues to partner with Michigan State University to expand the applications for the product.

The current project is to expand the manufacture of graphene nanoplatelets in commercial quantities at economical costs, and to produce high-value products with this material. The Company's current Pilot Plant in Lansing, Michigan is not large enough to accommodate volume manufacturing and our research and development for new applications. We are considering an expansion and consolidation of our operations to 3101 Grand Oak Dr., Lansing, Michigan in Delhi Township, Ingham County or another location outside of Michigan. With this move, we will have 25,000 square feet of space and a 13,965 square feet addition from the owner. The space will allow the Company to expand production and research and development capabilities. Over the next five years, XG Sciences, Inc. expects to invest approximately \$6.6 million to lease space and purchase \$4.5 million in production machinery and equipment, \$350,000 in office machinery, and another \$150,000 in furniture and fixtures. XG Sciences, Inc. has seven employees. Approximately 48 new jobs will be added over the next five years at an average weekly wage of \$1,162.

The landlord for 3101 Grand Oak Dr. will be investing approximately \$1,379,000 to retrofit the existing space, add truck docks, and add 13,965 feet of additional space to the building. The landlord will finance the cost for retrofit and additional space and pass it through to XG Sciences through higher lease payments.

Attachment 2

XG Sciences, Inc.

Legal Description for Proposed Manufacturing Facility

Lot 29, Oakwood Executive Park, according to the Plat thereof recorded at Liber 50, Page 38 of Plats, Ingham County Records, and commonly known as 3101 Grand Oak Drive, Lansing, Michigan 48911.

Tax parcel: 33-25-05-02-405-003

Tax parcel description: LOT 29 OAKWOOD EXECUTIVE PARK SUBD. SEC. 2 T3NR2W.

Attachment 3

SG Sciences

Delhi Township Resolution

Left Blank Intentionally until approved by Delhi Township

		10-Jan-2011
Total 3-Year Investment		
Land:	\$	-
Building:	\$	1,378,615
M&E:	\$	4,400,000
F&F:	\$	150,000
Computer:	\$	40,000
OM/Elec/Test:	\$	350,000
Non-homestead Millage Rate:		65.9606
SET Mills Abated:		0.00
Abated Millage Rate		32.9803

XG Sciences

Delhi Twp

PA-198 Property Tax Abatement: 12 Yrs Real, 12 Yrs Personal

Year	Estimated Market Value All Property	After Depr	Taxable Value (50%)	Total Tax On Building w/Abatement	Total Tax on Personal Prop. w/Abatement	Total Tax on Land No Abatement	Total Tax without Abatement	Total Tax with Abatement	Value of State Abatement	Value of Local Abatement	Total Value of Abatement
1 2012	\$ 3,168,615	\$ 2,944,529	\$ 1,472,264	\$ 22,506	\$ 26,049	\$ -	\$ 97,111	\$ 48,556	\$ -	\$ 48,556	\$ 48,556
2 2013	\$ 3,744,973	\$ 3,179,324	\$ 1,589,662	\$ 22,713	\$ 29,714	\$ -	\$ 104,855	\$ 52,428	\$ -	\$ 52,428	\$ 52,428
3 2014	\$ 4,322,573	\$ 3,441,820	\$ 1,720,910	\$ 23,153	\$ 33,603	\$ -	\$ 113,512	\$ 56,756	\$ -	\$ 56,756	\$ 56,756
4 2015	\$ 5,916,450	\$ 4,588,313	\$ 2,294,156	\$ 23,351	\$ 52,311	\$ -	\$ 151,324	\$ 75,662	\$ -	\$ 75,662	\$ 75,662
5 2016	\$ 6,491,643	\$ 4,694,128	\$ 2,347,064	\$ 23,796	\$ 53,611	\$ -	\$ 154,814	\$ 77,407	\$ -	\$ 77,407	\$ 77,407
6 2017	\$ 6,538,193	\$ 4,345,105	\$ 2,172,553	\$ 23,983	\$ 47,669	\$ -	\$ 143,303	\$ 71,651	\$ -	\$ 71,651	\$ 71,651
7 2018	\$ 6,586,138	\$ 4,091,325	\$ 2,045,662	\$ 24,431	\$ 43,036	\$ -	\$ 134,933	\$ 67,467	\$ -	\$ 67,467	\$ 67,467
8 2019	\$ 6,635,523	\$ 3,882,015	\$ 1,941,008	\$ 24,884	\$ 39,131	\$ -	\$ 128,030	\$ 64,015	\$ -	\$ 64,015	\$ 64,015
9 2020	\$ 6,686,388	\$ 3,681,408	\$ 1,840,704	\$ 25,054	\$ 35,653	\$ -	\$ 121,414	\$ 60,707	\$ -	\$ 60,707	\$ 60,707
10 2021	\$ 6,738,780	\$ 3,549,851	\$ 1,774,925	\$ 25,509	\$ 33,028	\$ -	\$ 117,075	\$ 58,538	\$ -	\$ 58,538	\$ 58,538
11 2022	\$ 6,792,743	\$ 3,430,732	\$ 1,715,366	\$ 25,969	\$ 30,604	\$ -	\$ 113,147	\$ 56,573	\$ -	\$ 56,573	\$ 56,573
12 2023	\$ 6,848,326	\$ 3,297,360	\$ 1,648,680	\$ 26,119	\$ 28,255	\$ -	\$ 108,748	\$ 54,374	\$ -	\$ 54,374	\$ 54,374
			\$ 291,469	\$ 452,665	\$ -		\$ 1,488,266	\$ 744,133	\$ -	\$ 744,133	\$ 744,133

Exemption Values:

	State Portion	Local Portion	Total
Inventory Property Tax Exemption:	\$ -	\$ -	\$ -
Pollution Control Property Tax Exemption:	\$ 1,116	\$ 11,153	\$ 12,269
Special Tooling Property Tax Exemption:	\$ -	\$ -	\$ -
M&E Exemption Sales Tax Exemption:	\$ 267,600	\$ -	\$ 267,600

These tax estimates represent general approximations, and are not meant as precise projections of tax liability.
These tax estimates do not have the force of law.

*Claiming the excess compensation reduction or gross receipts reduction as part of the SBT will have an impact on your ITC.

		10-Jan-2011
Total 5-Year Investment		
Land:	\$	-
Building:	\$	1,378,615
M&E:	\$	-
F&F:	\$	-
Computer:	\$	-
OM/Elec/Test:	\$	-
Non-homestead Millage Rate:		65.9606
SET Mills Abated:		0.00
Abated Millage Rate		32.9803

XG Sciences

Delhi Township/Ingham County

PA-198 Property Tax Abatement: 12 Yrs Real

Year	Estimated Market Value All Property	After Depr	Taxable Value (50%)	Total Tax On Building w/Abatement	Total Tax on Personal Prop. w/Abatement	Total Tax on Land No Abatement	Total Tax without Abatement	Total Tax with Abatement	Value of State Abatement	Value of Local Abatement	Total Value of Abatement
1 2012	\$ 1,378,615	\$ 1,364,829	\$ 682,414	\$ 22,506	\$ -	\$ -	\$ 45,012	\$ 22,506	\$ -	\$ 22,506	\$ 22,506
2 2013	\$ 1,419,973	\$ 1,377,374	\$ 688,687	\$ 22,713	\$ -	\$ -	\$ 45,426	\$ 22,713	\$ -	\$ 22,713	\$ 22,713
3 2014	\$ 1,462,573	\$ 1,404,070	\$ 702,035	\$ 23,153	\$ -	\$ -	\$ 46,307	\$ 23,153	\$ -	\$ 23,153	\$ 23,153
4 2015	\$ 1,506,450	\$ 1,416,063	\$ 708,031	\$ 23,351	\$ -	\$ -	\$ 46,702	\$ 23,351	\$ -	\$ 23,351	\$ 23,351
5 2016	\$ 1,551,643	\$ 1,443,028	\$ 721,514	\$ 23,796	\$ -	\$ -	\$ 47,592	\$ 23,796	\$ -	\$ 23,796	\$ 23,796
6 2017	\$ 1,598,193	\$ 1,454,355	\$ 727,178	\$ 23,983	\$ -	\$ -	\$ 47,965	\$ 23,983	\$ -	\$ 23,983	\$ 23,983
7 2018	\$ 1,646,138	\$ 1,481,525	\$ 740,762	\$ 24,431	\$ -	\$ -	\$ 48,861	\$ 24,431	\$ -	\$ 24,431	\$ 24,431
8 2019	\$ 1,695,523	\$ 1,509,015	\$ 754,508	\$ 24,884	\$ -	\$ -	\$ 49,768	\$ 24,884	\$ -	\$ 24,884	\$ 24,884
9 2020	\$ 1,746,388	\$ 1,519,358	\$ 759,679	\$ 25,054	\$ -	\$ -	\$ 50,109	\$ 25,054	\$ -	\$ 25,054	\$ 25,054
10 2021	\$ 1,798,780	\$ 1,546,951	\$ 773,475	\$ 25,509	\$ -	\$ -	\$ 51,019	\$ 25,509	\$ -	\$ 25,509	\$ 25,509
11 2022	\$ 1,852,743	\$ 1,574,832	\$ 787,416	\$ 25,969	\$ -	\$ -	\$ 51,938	\$ 25,969	\$ -	\$ 25,969	\$ 25,969
12 2023	\$ 1,908,326	\$ 1,583,910	\$ 791,955	\$ 26,119	\$ -	\$ -	\$ 52,238	\$ 26,119	\$ -	\$ 26,119	\$ 26,119
			\$ 291,469	\$ -	\$ -	\$ -	\$ 582,937	\$ 291,469	\$ -	\$ 291,469	\$ 291,469

These tax estimates represent general approximations, and are not meant as precise projections of tax liability.
 These tax estimates do not have the force of law.

Exemption Values:

	State Portion	Local Portion	Total
Inventory Property Tax Exemption:	\$ -	\$ -	\$ -
Pollution Control Property Tax Exemption:	\$ -	\$ -	\$ -
Special Tooling Property Tax Exemption:	\$ -	\$ -	\$ -
M&E Exemption Sales Tax Exemption:	\$ -	\$ -	\$ -

*Claiming the excess compensation reduction or gross receipts reduction as part of the SBT will have an impact on your ITC.

Total 5-Year Investment		
Land:	\$	-
Building:	\$	-
M&E:	\$	4,400,000
F&F:	\$	150,000
Computer:	\$	40,000
OM/Elec/Test:	\$	350,000
Non-homestead Millage Rate:		65.9606
SET Mills Abated:		0.00
Abated Millage Rate		65.9606

XG Sciences

Delhi Twp

Personal Property Abatment 100% - 5 years

Year	Estimated Market Value All Property	After Depr	Taxable Value (50%)	Total Tax on Personal Prop. After Abatement
1 2012	\$ 1,790,000	\$ 1,579,700	\$ 789,850	\$ -
2 2013	\$ 2,325,000	\$ 1,801,950	\$ 900,975	\$ -
3 2014	\$ 2,860,000	\$ 2,037,750	\$ 1,018,875	\$ -
4 2015	\$ 4,410,000	\$ 3,172,250	\$ 1,586,125	\$ -
5 2016	\$ 4,940,000	\$ 3,251,100	\$ 1,625,550	\$ -
6 2017	\$ 4,940,000	\$ 2,890,750	\$ 1,445,375	\$ 95,338
7 2018	\$ 4,940,000	\$ 2,609,800	\$ 1,304,900	\$ 86,072
8 2019	\$ 4,940,000	\$ 2,373,000	\$ 1,186,500	\$ 78,262
9 2020	\$ 4,940,000	\$ 2,162,050	\$ 1,081,025	\$ 71,305
10 2021	\$ 4,940,000	\$ 2,002,900	\$ 1,001,450	\$ 66,056
11 2022	\$ 4,940,000	\$ 1,855,900	\$ 927,950	\$ 61,208
12 2023	\$ 4,940,000	\$ 1,713,450	\$ 856,725	\$ 56,510
			\$	514,752

Total Tax without Abatement	Total Tax with Abatement	Value of State Abatement	Value of Local Abatement	Total Value of Abatement
\$ 52,099	\$ -	\$ -	\$ 52,099	\$ 52,099
\$ 59,429	\$ -	\$ -	\$ 59,429	\$ 59,429
\$ 67,206	\$ -	\$ -	\$ 67,206	\$ 67,206
\$ 104,622	\$ -	\$ -	\$ 104,622	\$ 104,622
\$ 107,222	\$ -	\$ -	\$ 107,222	\$ 107,222
\$ 95,338	\$ -	\$ -	\$ -	\$ 95,338
\$ 86,072	\$ -	\$ -	\$ -	\$ 86,072
\$ 78,262	\$ -	\$ -	\$ -	\$ 78,262
\$ 71,305	\$ -	\$ -	\$ -	\$ 71,305
\$ 66,056	\$ -	\$ -	\$ -	\$ 66,056
\$ 61,208	\$ -	\$ -	\$ -	\$ 61,208
\$ 56,510	\$ -	\$ -	\$ -	\$ 56,510
\$ 905,329	\$ -	\$ -	\$ 390,577	\$ 905,329

Exemption Values:

	State Portion	Local Portion	Total
Inventory Property Tax Exemption:	\$ -	\$ -	\$ -
Pollution Control Property Tax Exemption:	\$ 1,116	\$ 11,153	\$ 12,269
Special Tooling Property Tax Exemption:	\$ -	\$ -	\$ -
M&E Exemption Sales Tax Exemption:	\$ 267,600	\$ -	\$ 267,600

These tax estimates represent general approximations, and are not meant as precise projections of tax liability. These tax estimates do not have the force of law.

*Claiming the excess compensation reduction or gross receipts reduction as part of the SBT will have an impact on your ITC.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 9, 2011

RE: Resolution No. 2011-004 – Application for Industrial Facilities Tax (IFT) Exemption – XG Sciences, Inc.

Enclosed for your review and consideration is Resolution No. 2011-004 which would approve the Application for Industrial Facilities Tax (IFT) Exemption for XG Sciences, Inc. The applicant has \$1,378,615 in real property and will create up to 50 new jobs within two years of completion.

XG Sciences, Inc. is considering locating their company either in Oakwood Executive Park in Delhi Township or at another location out of state. XG Sciences is currently working with the Michigan Economic Development Corporation on incentives, including a “MEGA” tax credit, to remain in the state of Michigan. Part of qualifying for a MEGA tax credit is that the local jurisdiction, Delhi Township, must participate in the incentive package via industrial facilities tax exemption and exemption of new personal property (which is only eligible with a MEGA .

As part of the abatement process a public hearing is scheduled for February 15, 2011 at 8:00 p.m. A Notice of Hearing was mailed certified to all legislative bodies of each taxing unit that levies ad valorem property taxes within Delhi Township and gives them the opportunity for comments on the application during the public hearing.

In order to help attract XG Sciences, Inc. to Delhi Township, enable to create up to 50 new jobs and keep them in the state of Michigan, I recommend the Township Board approve Resolution No. 2011-004, subsequent to the public hearing, which approves their application for Industrial Facilities Tax Exemption.

Recommended Motion:

To adopt Resolution No. 2011-004 which approves the Application for Industrial Facilities Tax (IFT) Abatement Certificate for XG Sciences, Inc.



MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Thursday, February 10, 2011

RE: XG Sciences, Inc. – Applications for Tax Abatement

As you know, I have been working with XG Sciences, Inc. regarding their interest in a new location within Delhi Township. In order to provide an accurate description of the technologically complex work that this company does, I've copied several excerpts from their website for your information (www.xgsciences.com):

XG Sciences manufactures and sells xGnP[®] brand graphene nanoplatelets and also develops advanced multifunctional materials based on our nanoplatelets. We work with end-users, compounders, universities and research groups to tailor our materials for specific applications.

We offer different grades and sizes of our. xGnP[®] brand graphene nanoplatelets. These nanoplatelets are small stacks of graphene sheets about 6 nanometers in thickness made through a proprietary manufacturing process. We sell these platelets in sizes ranging from 5 micron to 25+ microns in diameter.

Our materials make an excellent low-cost nano-additive in composite applications to improve electrical, thermal, barrier, or mechanical properties.

Our technologies were developed in large part at the Composite Materials and Structures Center in the Michigan State University College of Engineering.

The company is currently considering locating their headquarters and manufacturing facility in the former Pepsi Building at 3101 Grand Oak Drive in the Oakwood Executive Park. They are also considering an out-of-state location. The company anticipates investing approximately \$1.4 and \$4.9 million, respectively, in Real and Personal property improvements. Additionally, they expect to create 50 new jobs within two years of initial project completion.

XG Sciences has also been working with the Michigan Economic Development Corporation (MEDC) on packaging a group of incentives that would enable the company to remain in our state and grow within our local economy. The MEDC will be recommending that the State approve a "MEGA" tax credit should they choose the Delhi Township location. One condition of the MEGA is that the local jurisdiction also participates in the incentive package via tax abatement under PA 198 or PA 328.

Under normal circumstances, Delhi Township is not eligible to use the PA 328 (Personal Property Tax) abatement program. However, legislative amendments in 2008 provided that communities working with a company that receives a MEGA tax credit are specifically eligible to use the PA 328 program. The company has requested 328 Abatement for their Personal

Property investment and 198 Abatement for the Real Property. Below is a summary of the differences between the two programs:

PA 198 – Industrial Facilities Tax Exemption Certificate

- This is the program that the Township is most familiar with and that has been used successfully for many years.
- Provides abatement of approximately 50% of the tax that would normally be paid for a period of time up to 12 years, plus construction.
- The Township forgoes approximately 50% of the taxes that may had been collected if abatement was not offered while the IFT is in effect (assuming the project occurred anyway), but collects the remaining 50%.
- Can be applied to both Real and Personal Property. However, as property depreciates over the 12 year period of time, the value of the abatement to the company is reduced.

PA 328 – Exemption of New Personal Property

- Can only be used in Delhi Township when the project is also a MEGA project with the State.
- Can be for any length of time up to 50 years, but is usually approved for much less. The length of time is typically determined based on being somewhat equivalent to the amount of value associated with abatement if it was offered under PA 198, assuming the time/value of money. The advantage to the company is that the benefit is “front loaded” to occur when the company needs the help the most (during start up). The advantage to the Township is that the Personal Property will return to the tax rolls at their full depreciated value.
- Provides for 100% abatement of taxes on Personal Property only.

I’ve attached some tables that provide estimates of the value of both the PA 198 and PA 328 for the current applications. Below is a summary comparison of the values:

Abatement Value via PA 198

	Length of Abatement	Total Value
Real Property	12 years (2012 – 2023)	\$291,469
Personal Property	12 years (2012 – 2023)	\$452,664
	Est. Total Value:	\$744,133

Abatement Value as Proposed (PA 198 & PA 328)

Length of Abatement	Total Value
---------------------	-------------

Real Property (PA 198)	12 years (2012 – 2023)	\$291,469
Personal Property (PA 328)	5 years (2012 – 2016)	\$390,577
	Est. Total Value:	\$683,046

In the case of XG Sciences, the company is requesting 5 years of PA 328 abatement for Personal Property because the value of receiving the 100% abatement within the first five years of operation outweighs the additional \$62K that could be realized if PA 198 was exclusively used (during years 6 – 12). This is also a better deal for the Township because when the Personal Property does come back on the tax rolls in year 6 it will be less depreciated and retain more value. Additionally, the total value of all abatements will be approximately \$60K less than if only PA 198 was utilized to provide the needed inducement.

With all of this in mind, I request that you forward this information and a recommendation for approval of both the PA 198 and PA 328 abatement applications for XG Sciences, to the Township Board. Draft resolutions are attached. A public hearing has been scheduled for the Feb. 15th meeting which will allow the Board to receive any comments regarding the applications from the other taxing jurisdictions or the public. After the hearing I respectfully request their action on the applications so that we can be responsive to the company and State's time line for this project.

Thank you in advance for your attention to this matter. If you have any questions, or require additional information, please don't hesitate to ask.

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2011-004

A Resolution to Approve the Application of XG Sciences, Inc. for Industrial Facilities Exemption Certificate.

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 15th day of February, 2011, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by_____.

WHEREAS, pursuant to 1974 PA 198, as amended, the Township Board created an Industrial Development District (the "Industrial Development District"), with boundaries as outlined in Exhibit A of Resolution No. 2005-007 which includes the property at 3101 Grand Oak Drive; and

WHEREAS, the Township Clerk received an Application (the "Application") for an Industrial Facilities Exemption Certificate from XG Sciences, Inc. (the "Applicant") on January 21, 2011 with respect to real property improvements described in the Application (the "Facility") to be acquired and installed within the Industrial Development District; and

WHEREAS, before acting on the Application, the Township Board held a hearing on February 15, 2011 at the Community Services Center, at 8:00 p.m., for which hearing the Applicant, the Township Assessor, the public and a representative of each of the affected taxing units were given written notice, and at which hearing were afforded an opportunity to be heard on the Application; and

WHEREAS, acquisition and installation of the Facility is anticipated to have the reasonable likelihood to retain, create or prevent the loss of employment in Delhi Charter Township; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within Delhi Charter Township, after granting this exemption, will exceed 5% of an amount equal to the sum of the SEV of Delhi Charter Township, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED;

1. The Township Board finds and determines that:
 - a. The granting of the New Personal Property Exemption under Public Act 328 of 1998 together with the aggregate amount of Industrial Facilities Tax Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974

and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of Delhi Charter Township, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in Delhi Charter Township.

- 2. The Application for Exemption of new Personal Property to be acquired and installed on the parcel of real property described in the Application and situated within the Industrial Development District is hereby approved.
- 3. The Exemption of New Personal Property granted pursuant to PA 328 of 1998 shall be for a period of five (5) years, beginning in 2012 and ending after the year 2016.
- 4. Subject to the condition that any written agreements, assurances, and representations otherwise made by the Applicant to Delhi Charter Township concerning the new Personal Property and the taxation thereof are not thereby superseded, the Township Clerk is hereby authorized to execute agreements and such other certificates, instruments, and papers necessary or convenient to effectuate the Exemption of New Personal Property, including enabling the Applicant to correct inadvertent errors in the Application prior to its submission to the State of Michigan.

AYES:

ABSENT:

The foregoing Resolution declared adopted on the date written above.

Evan Hope, Township Clerk

**STATE OF MICHIGAN }
 }ss
COUNTY OF INGHAM }**

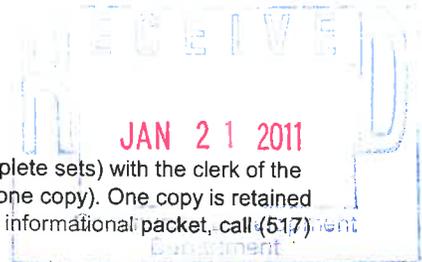
I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 15th day of February, 2011.

IN WITNESS THEREOF, I have hereunto affixed my official signature this ____ day of February, 2011.

Evan Hope, Township Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.



INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Amy D. Finch, Deputy Clerk</i>	Date received by Local Unit <i>January 21, 2011</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) XG Sciences, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3624	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 3101 Grand Oak Dr., Lansing, MI 48911	1d. City/Township/Village (indicate which) Delhi Township	1e. County Ingham
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Holt	3b. School Code 33070
4. Amount of years requested for exemption (1-12 Years) 12		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See Attachment 1

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$1,378,615.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ \$1,378,615.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>3/1/11</u>	<u>4/20/13</u>	▶ <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements ▶			▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 0	10. No. of new jobs at this facility expected to create within 2 years of completion. 0
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____

b. TV of Personal Property (excluding inventory) _____

c. Total TV _____

12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

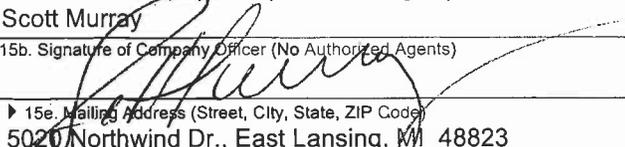
12b. Date district was established by local government unit (contact local unit) _____

12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Dawn Baetsen	13b. Telephone Number (616) 301-5980	13c. Fax Number (616) 676-8744	13d. E-mail Address dbaetsen@atlasinsight.com
14a. Name of Contact Person Scott Murray	14b. Telephone Number (517) 203-1110	14c. Fax Number (517) 203-4140	14d. E-mail Address s.murray@xgsciences.com
▶ 15a. Name of Company Officer (No Authorized Agents) Scott Murray			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 203-4140	15d. Date 1/19/10
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5020 Northwind Dr., East Lansing, MI 48823		15f. Telephone Number (517) 203-1110	15g. E-mail Address s.murray@xgsciences.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input checked="" type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code 33070
17. Name of Local Government Body Delhi Charter Township	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk Evan Hope	19c. E-mail Address evan.hope@delhitownship.com
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 2074 Aurelius Rd., Holt, MI 48842		
19e. Telephone Number (517) 694-2135	19f. Fax Number (517) 699-3881	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Attachment 1

XG Sciences

Detailed Description of Business Operations

XG Sciences, Inc. ("XG or the Company") was organized in Michigan during May of 2006. XG Sciences, Inc. is a privately held corporation serving customers around the world. Our headquarters are in East Lansing, Michigan. XG manufactures and sells xGnP® brand graphene nanoplatelets and also develops advanced multifunctional materials based on our nanoplatelets. Company technologies were developed in large part at the Composite Materials and Structures Center in the Michigan State University College of Engineering. The scientists who characterized the properties of graphenes were awarded the Nobel Peace Prize in October, 2010. XG Sciences, Inc. is positioned to compete to be the world leader in segments of the graphene market.

The Company works with end-users, compounders, universities and research groups to tailor our materials for specific applications. Company materials make an excellent low-cost nano-additive in composite applications to improve electrical, thermal, barrier, or mechanical properties. XG Sciences, Inc. improves energy storage for electronics applications where high electrical conductivity or capacitance is required. Applications for the product include nanocomposites, energy storage, electronics & lubricants. The Company offers different grades and sizes of the xGnP® brand graphene nanoplatelets. These nanoplatelets are small stacks of graphene sheets about 6 nanometers in thickness made through a proprietary manufacturing process. XG Sciences, Inc. sells these platelets in sizes ranging from 5 micron to 25+ microns in diameter. The Company sells to over 300 customers worldwide.

There is currently no other volume manufacturer of the product in Michigan. XG Sciences, Inc. uses local Michigan suppliers when available and assuming prices are competitive. The Company continues to partner with Michigan State University to expand the applications for the product.

The current project is to expand the manufacture of graphene nanoplatelets in commercial quantities at economical costs, and to produce high-value products with this material. The Company's current Pilot Plant in Lansing, Michigan is not large enough to accommodate volume manufacturing and our research and development for new applications. We are considering an expansion and consolidation of our operations to 3101 Grand Oak Dr., Lansing, Michigan in Delhi Township, Ingham County or another location outside of Michigan. With this move, we will have 25,000 square feet of space and a 13,965 square feet addition from the owner. The space will allow the Company to expand production and research and development capabilities. Over the next five years, XG Sciences, Inc. expects to invest approximately \$6.6 million to lease space and purchase \$4.5 million in production machinery and equipment, \$350,000 in office machinery, and another \$150,000 in furniture and fixtures. XG Sciences, Inc. has seven employees. Approximately 48 new jobs will be added over the next five years at an average weekly wage of \$1,162.

The landlord for 3101 Grand Oak Dr. will be investing approximately \$1,379,000 to retrofit the existing space, add truck docks, and add 13,965 feet of additional space to the building. The landlord will finance the cost for retrofit and additional space and pass it through to XG Sciences through higher lease payments.

Attachment 2

XG Sciences, Inc.

Legal Description for Proposed Manufacturing Facility

Lot 29, Oakwood Executive Park, according to the Plat thereof recorded at Liber 50, Page 38 of Plats, Ingham County Records, and commonly known as 3101 Grand Oak Drive, Lansing, Michigan 48911.

Tax parcel: 33-25-05-02-405-003

Tax parcel description: LOT 29 OAKWOOD EXECUTIVE PARK SUBD. SEC. 2 T3NR2W.

		10-Jan-2011
Total 3-Year Investment		
Land:	\$	-
Building:	\$	1,378,615
M&E:	\$	4,400,000
F&F:	\$	150,000
Computer:	\$	40,000
OM/Elec/Test:	\$	350,000
Non-homestead Millage Rate:		65.9606
SET Mills Abated:		0.00
Abated Millage Rate		32.9803

XG Sciences

Delhi Twp

PA-198 Property Tax Abatement: 12 Yrs Real, 12 Yrs Personal

Year	Estimated Market Value All Property	After Depr	Taxable Value (50%)	Total Tax On Building w/Abatement	Total Tax on Personal Prop. w/Abatement	Total Tax on Land No Abatement	Total Tax without Abatement	Total Tax with Abatement	Value of State Abatement	Value of Local Abatement	Total Value of Abatement
1 2012	\$ 3,168,615	\$ 2,944,529	\$ 1,472,264	\$ 22,506	\$ 26,049	\$ -	\$ 97,111	\$ 48,556	\$ -	\$ 48,556	\$ 48,556
2 2013	\$ 3,744,973	\$ 3,179,324	\$ 1,589,662	\$ 22,713	\$ 29,714	\$ -	\$ 104,855	\$ 52,428	\$ -	\$ 52,428	\$ 52,428
3 2014	\$ 4,322,573	\$ 3,441,820	\$ 1,720,910	\$ 23,153	\$ 33,603	\$ -	\$ 113,512	\$ 56,756	\$ -	\$ 56,756	\$ 56,756
4 2015	\$ 5,916,450	\$ 4,588,313	\$ 2,294,156	\$ 23,351	\$ 52,311	\$ -	\$ 151,324	\$ 75,662	\$ -	\$ 75,662	\$ 75,662
5 2016	\$ 6,491,643	\$ 4,694,128	\$ 2,347,064	\$ 23,796	\$ 53,611	\$ -	\$ 154,814	\$ 77,407	\$ -	\$ 77,407	\$ 77,407
6 2017	\$ 6,538,193	\$ 4,345,105	\$ 2,172,553	\$ 23,983	\$ 47,669	\$ -	\$ 143,303	\$ 71,651	\$ -	\$ 71,651	\$ 71,651
7 2018	\$ 6,586,138	\$ 4,091,325	\$ 2,045,662	\$ 24,431	\$ 43,036	\$ -	\$ 134,933	\$ 67,467	\$ -	\$ 67,467	\$ 67,467
8 2019	\$ 6,635,523	\$ 3,882,015	\$ 1,941,008	\$ 24,884	\$ 39,131	\$ -	\$ 128,030	\$ 64,015	\$ -	\$ 64,015	\$ 64,015
9 2020	\$ 6,686,388	\$ 3,681,408	\$ 1,840,704	\$ 25,054	\$ 35,653	\$ -	\$ 121,414	\$ 60,707	\$ -	\$ 60,707	\$ 60,707
10 2021	\$ 6,738,780	\$ 3,549,851	\$ 1,774,925	\$ 25,509	\$ 33,028	\$ -	\$ 117,075	\$ 58,538	\$ -	\$ 58,538	\$ 58,538
11 2022	\$ 6,792,743	\$ 3,430,732	\$ 1,715,366	\$ 25,969	\$ 30,604	\$ -	\$ 113,147	\$ 56,573	\$ -	\$ 56,573	\$ 56,573
12 2023	\$ 6,848,326	\$ 3,297,360	\$ 1,648,680	\$ 26,119	\$ 28,255	\$ -	\$ 108,748	\$ 54,374	\$ -	\$ 54,374	\$ 54,374
			\$ 291,469	\$ 452,665	\$ -	\$ -	\$ 1,488,266	\$ 744,133	\$ -	\$ 744,133	\$ 744,133

Exemption Values:

	State Portion	Local Portion	Total
Inventory Property Tax Exemption:	\$ -	\$ -	\$ -
Pollution Control Property Tax Exemption:	\$ 1,116	\$ 11,153	\$ 12,269
Special Tooling Property Tax Exemption:	\$ -	\$ -	\$ -
M&E Exemption Sales Tax Exemption:	\$ 267,600	\$ -	\$ 267,600

These tax estimates represent general approximations, and are not meant as precise projections of tax liability.
These tax estimates do not have the force of law.

*Claiming the excess compensation reduction or gross receipts reduction as part of the SBT will have an impact on your ITC.

		10-Jan-2011
Total 5-Year Investment		
Land:	\$	-
Building:	\$	1,378,615
M&E:	\$	-
F&F:	\$	-
Computer:	\$	-
OM/Elec/Test:	\$	-
Non-homestead Millage Rate:		65.9606
SET Mills Abated:		0.00
Abated Millage Rate		32.9803

XG Sciences

Delhi Township/Ingham County

PA-198 Property Tax Abatement: 12 Yrs Real

Year	Estimated Market Value All Property	After Depr	Taxable Value (50%)	Total Tax On Building w/Abatement	Total Tax on Personal Prop. w/Abatement	Total Tax on Land No Abatement	Total Tax without Abatement	Total Tax with Abatement	Value of State Abatement	Value of Local Abatement	Total Value of Abatement
1 2012	\$ 1,378,615	\$ 1,364,829	\$ 682,414	\$ 22,506	\$ -	\$ -	\$ 45,012	\$ 22,506	\$ -	\$ 22,506	\$ 22,506
2 2013	\$ 1,419,973	\$ 1,377,374	\$ 688,687	\$ 22,713	\$ -	\$ -	\$ 45,426	\$ 22,713	\$ -	\$ 22,713	\$ 22,713
3 2014	\$ 1,462,573	\$ 1,404,070	\$ 702,035	\$ 23,153	\$ -	\$ -	\$ 46,307	\$ 23,153	\$ -	\$ 23,153	\$ 23,153
4 2015	\$ 1,506,450	\$ 1,416,063	\$ 708,031	\$ 23,351	\$ -	\$ -	\$ 46,702	\$ 23,351	\$ -	\$ 23,351	\$ 23,351
5 2016	\$ 1,551,643	\$ 1,443,028	\$ 721,514	\$ 23,796	\$ -	\$ -	\$ 47,592	\$ 23,796	\$ -	\$ 23,796	\$ 23,796
6 2017	\$ 1,598,193	\$ 1,454,355	\$ 727,178	\$ 23,983	\$ -	\$ -	\$ 47,965	\$ 23,983	\$ -	\$ 23,983	\$ 23,983
7 2018	\$ 1,646,138	\$ 1,481,525	\$ 740,762	\$ 24,431	\$ -	\$ -	\$ 48,861	\$ 24,431	\$ -	\$ 24,431	\$ 24,431
8 2019	\$ 1,695,523	\$ 1,509,015	\$ 754,508	\$ 24,884	\$ -	\$ -	\$ 49,768	\$ 24,884	\$ -	\$ 24,884	\$ 24,884
9 2020	\$ 1,746,388	\$ 1,519,358	\$ 759,679	\$ 25,054	\$ -	\$ -	\$ 50,109	\$ 25,054	\$ -	\$ 25,054	\$ 25,054
10 2021	\$ 1,798,780	\$ 1,546,951	\$ 773,475	\$ 25,509	\$ -	\$ -	\$ 51,019	\$ 25,509	\$ -	\$ 25,509	\$ 25,509
11 2022	\$ 1,852,743	\$ 1,574,832	\$ 787,416	\$ 25,969	\$ -	\$ -	\$ 51,938	\$ 25,969	\$ -	\$ 25,969	\$ 25,969
12 2023	\$ 1,908,326	\$ 1,583,910	\$ 791,955	\$ 26,119	\$ -	\$ -	\$ 52,238	\$ 26,119	\$ -	\$ 26,119	\$ 26,119
			\$ 291,469	\$ -	\$ -	\$ -	\$ 582,937	\$ 291,469	\$ -	\$ 291,469	\$ 291,469

These tax estimates represent general approximations, and are not meant as precise projections of tax liability.
 These tax estimates do not have the force of law.

Exemption Values:

	State Portion	Local Portion	Total
Inventory Property Tax Exemption:	\$ -	\$ -	\$ -
Pollution Control Property Tax Exemption:	\$ -	\$ -	\$ -
Special Tooling Property Tax Exemption:	\$ -	\$ -	\$ -
M&E Exemption Sales Tax Exemption:	\$ -	\$ -	\$ -

*Claiming the excess compensation reduction or gross receipts reduction as part of the SBT will have an impact on your ITC.

Total 5-Year Investment	
Land:	\$ -
Building:	\$ -
M&E:	\$ 4,400,000
F&F:	\$ 150,000
Computer:	\$ 40,000
OM/Elec/Test:	\$ 350,000
Non-homestead Millage Rate:	65.9606
SET Mills Abated:	0.00
Abated Millage Rate	65.9606

XG Sciences

Delhi Twp

Personal Property Abatment 100% - 5 years

Year	Estimated Market Value All Property	After Depr	Taxable Value (50%)	Total Tax on Personal Prop. After Abatement
1 2012	\$ 1,790,000	\$ 1,579,700	\$ 789,850	\$ -
2 2013	\$ 2,325,000	\$ 1,801,950	\$ 900,975	\$ -
3 2014	\$ 2,860,000	\$ 2,037,750	\$ 1,018,875	\$ -
4 2015	\$ 4,410,000	\$ 3,172,250	\$ 1,586,125	\$ -
5 2016	\$ 4,940,000	\$ 3,251,100	\$ 1,625,550	\$ -
6 2017	\$ 4,940,000	\$ 2,890,750	\$ 1,445,375	\$ 95,338
7 2018	\$ 4,940,000	\$ 2,609,800	\$ 1,304,900	\$ 86,072
8 2019	\$ 4,940,000	\$ 2,373,000	\$ 1,186,500	\$ 78,262
9 2020	\$ 4,940,000	\$ 2,162,050	\$ 1,081,025	\$ 71,305
10 2021	\$ 4,940,000	\$ 2,002,900	\$ 1,001,450	\$ 66,056
11 2022	\$ 4,940,000	\$ 1,855,900	\$ 927,950	\$ 61,208
12 2023	\$ 4,940,000	\$ 1,713,450	\$ 856,725	\$ 56,510
			\$	514,752

Total Tax without Abatement	Total Tax with Abatement	Value of State Abatement	Value of Local Abatement	Total Value of Abatement
\$ 52,099	\$ -	\$ -	\$ 52,099	\$ 52,099
\$ 59,429	\$ -	\$ -	\$ 59,429	\$ 59,429
\$ 67,206	\$ -	\$ -	\$ 67,206	\$ 67,206
\$ 104,622	\$ -	\$ -	\$ 104,622	\$ 104,622
\$ 107,222	\$ -	\$ -	\$ 107,222	\$ 107,222
\$ 95,338	\$ -	\$ -	\$ -	\$ 95,338
\$ 86,072	\$ -	\$ -	\$ -	\$ 86,072
\$ 78,262	\$ -	\$ -	\$ -	\$ 78,262
\$ 71,305	\$ -	\$ -	\$ -	\$ 71,305
\$ 66,056	\$ -	\$ -	\$ -	\$ 66,056
\$ 61,208	\$ -	\$ -	\$ -	\$ 61,208
\$ 56,510	\$ -	\$ -	\$ -	\$ 56,510
\$ 905,329	\$ -	\$ -	\$ 390,577	\$ 905,329

Exemption Values:

	State Portion	Local Portion	Total
Inventory Property Tax Exemption:	\$ -	\$ -	\$ -
Pollution Control Property Tax Exemption:	\$ 1,116	\$ 11,153	\$ 12,269
Special Tooling Property Tax Exemption:	\$ -	\$ -	\$ -
M&E Exemption Sales Tax Exemption:	\$ 267,600	\$ -	\$ 267,600

These tax estimates represent general approximations, and are not meant as precise projections of tax liability. These tax estimates do not have the force of law.

*Claiming the excess compensation reduction or gross receipts reduction as part of the SBT will have an impact on your ITC.