

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 7, 2012**

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The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, February 7, 2012 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Goodrich called the meeting to order at 7:32 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Members Absent: None

Others Present: John Elsinga, Township Manager  
Rick Royston, Fire Chief  
Sandra Diorka, Director of Public Services  
Tracy Miller, Director of Community Development  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Wendy Thielen, Assistant Twp. Mgr. of Human Resources  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC** - None

**PRESENTATION OF CERTIFICATE OF APPRECIATION TO HARRY AMMON**

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Clerk Hope presented a Certificate of Appreciation to Harry Ammon from Representative Barb Byrum, Senator Gretchen Whitmer and Governor Rick Snyder for his many years of service to Delhi Township.

**2011 ANNUAL REPORT – CLERK’S OFFICE**

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Clerk Hope gave the Clerk’s Office 2011 Annual Report (ATTACHMENT I).

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of January 17, 2012
- B. Approval of Minutes – Regular Meeting of January 17, 2012
- C. Approval of Minutes – Special Meeting of January 30, 2012

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 7, 2012**

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- D. Approval of Minutes – Special Meeting of January 31, 2012
- E. Approval of Claims – January 17, 2012 (ATTACHMENT II)
- F. Approval of Payroll – January 19, 2012 (ATTACHMENT III)
- G. Approval of Payroll – February 2, 2012 (ATTACHMENT IV)

Trustee Bajema requested that Item B – Approval of Minutes-Regular Meeting of January 17, 2012 be removed from the Consent Agenda for discussion.

**Sweet moved to approve the Consent Agenda as presented with Item B – Approval of Minutes-Regular Meeting of January 17, 2012 be removed from the Consent Agenda for discussion.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**NEW BUSINESS**

**AGREEMENT FOR FIRE SERVICES BETWEEN DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP**

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The Board reviewed a memorandum dated January 31, 2012 from Twp. Mgr. Elsinga (ATTACHMENT V).

**Hope moved to approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2012 through December 31, 2012.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**PUBLIC HEARING – 8:00 P.M.- RESOLUTION NO. 2012-001 – INDUSTRIAL FACILITIES TAX ABATEMENT**

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**Hope moved to open the Public Hearing on Resolution No. 2012-001 – Industrial Facilities Tax Abatement Exemption – FiberTec, Inc.**

A Voice Poll was recorded as follows: All Ayes

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 7, 2012**

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No comments were received from the public.

**Hope moved to close the Public Hearing.**

A Voice Poll was recorded as follows: All Ayes

**MOTION CARRIED**

Public Hearing Closed at: 8:05 p.m.

**RESOLUTION NO. 2012-001 – INDUSTRIAL FACILITIES TAX ABATEMENT  
EXEMPTION – FIBERTEC, INC.**

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The Board reviewed memorandums dated February 2, 2012 from Twp. Mgr. Elsinga and February 1, 2012 from Tracy Miller, Director of Community Development (ATTACHMENT VI).

**Hayhoe moved to adopt Resolution No. 2012-001 which approves the  
Application for Industrial Facilities Tax (IFT) Abatement Certificate for  
FiberTec, Inc.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**ITEMS REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION / ACTION -  
APPROVAL OF MINUTES - JANUARY 17, 2012**

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**Trustee Bajema moved to approve Item 3, B (the minutes of January 17,  
2012).**

Trustee Bajema stated that he would like to see more content in the Board minutes. Clerk Hope stated that the minutes are the Board's minutes (minutes are to contain the action of the Board) and anytime a Board member would like something different in the minutes they can be discussed before adoption. Clerk Hope was asked if anyone has ever commented on the content of the minutes. Clerk Hope answered in the negative.

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 7, 2012**

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**REPORTS**

**SUPERVISOR**

Supervisor Goodrich stated that the Township will be meeting with the Ingham County Drain Commissioner in regard to the Green Drain project.

**TREASURER**

Treasurer Sweet stated that his office is in the process of collecting winter property taxes. To date his office has collected 71% of the taxes.

**TRUSTEES**

Trustee Ketchum questioned the timing of the traffic signal at the intersection of Holt and Aurelius Roads. The Ingham County Road Commission will be contacted in regard to this traffic signal.

**TOWNSHIP MANAGER**

Twp. Mgr. Elsinga stated that the Township has received the S2 Grant award from the State of Michigan (ATTACHMENT VII). This was the last step needed, along with the 50% SRF Funding, to enable the Township to prepare a resolution for Board consider at their February 21, 2012 meeting to place this item on the ballot.

With Board approval, this item will be placed on the ballot of the May 8, 2012 election. It was stated that the May 8 election is the only regular election date that will allow for the grant funding timeline.

Twp. Mgr. Elsinga stated that the Township has received its fourth Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for its comprehensive annual financial report (CAFR).

**ADJOURNMENT**

Meeting adjourned at 8:29 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Hope, Township Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Stuart Goodrich, Supervisor

/af

SUBJECT TO APPROVAL

Evan Hope,  
Certified Municipal Clerk  
Delhi Township Clerk  
**2011 Annual Report**



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Responsibilities of the Clerk  
Clerk's Office Staff  
Clerk's Office Statistics - 2011



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## Responsibilities of the Clerk

### *Board Member*

By State Statute the Township Clerk Serves as a voting member of the Township Board, takes roll call and records votes.



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## Responsibilities of the Clerk

### *Records Management*

Serve as official custodian of Township Records in accordance with the State of Michigan Record Retention Schedule.



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## Responsibilities of the Clerk

### *Financial Records*

Under State Statute, the Clerk is responsible for keeping a record of the expenditures made by the Township.



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## Responsibilities of the Clerk

### *Operator / Info Line*

The Clerk's Office answers the general information line for the Township as well as the operator line.



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## Responsibilities of the Clerk

### *Cemetery Administration*

Responsible for the administrative operations of the Township cemeteries.



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## Responsibilities of the Clerk

### *FOIA Coordinator*



The Clerk serves as the official Freedom of Information Act Coordinator.

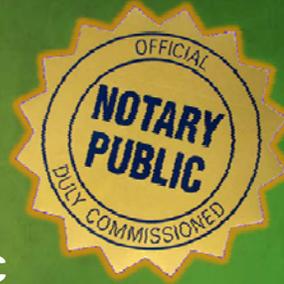


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## Responsibilities of the Clerk

### *Notary Public*

The Clerk's Office provides Notary Public service at no charge to Delhi residents and business owners.



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## Responsibilities of the Clerk

### *Elections / Voter Registration*

Administer all Elections and maintain voter registration files.



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## Responsibilities of the Clerk

### *Township Newsletter*

#### *Delhi Neighbor!*

Implemented and coordinate the publication of the Township newsletter.



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## Responsibilities of the Clerk

### *LED Sign*

Program the LED sign at the corner park.



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# Responsibilities of the Clerk

## *Township Web Site*

[delhitownship.com](http://delhitownship.com)

Designed,  
implemented and  
maintain the  
Township web site.



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# Clerk's Office Staff



*Evan Hope, CMC*  
*Township Clerk*



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## Clerk's Office Staff



*Amy Finch, CMC*  
*Assistant Township Clerk/  
Deputy Clerk*



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## Clerk's Office Staff



*Joyce Goulet*  
*Accounts Payable/  
Elections Coordinator*



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## Clerk's Office Statistics - 2011

### *Board Meetings*

- 22 Township Board Meetings
- 20 Committee Meetings
- 3 Special Meetings
- 1 Joint Meeting



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## Clerk's Office Statistics - 2011

### *Board Meetings*

Total Meetings = 46

Total pages of minutes prepared = 184



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## Clerk's Office Statistics - 2011

### *Legal Notices*

Total of all Legal Notices for 2011 = 42



Total of all Legal Notices for 2010 =	48
Total of all Legal Notices for 2009 =	59
Total of all Legal Notices for 2008 =	81
Total of all Legal Notices for 2007 =	90
Total of all Legal Notices for 2006 =	104
Total of all Legal Notices for 2005 =	99



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## Clerk's Office Statistics - 2011

### *Special Use Permits*

Special Use Permits prepared for 2011 = 5

Special Use Permits prepared for 2010 =	2
Special Use Permits prepared for 2009 =	1
Special Use Permits prepared for 2008 =	7
Special Use Permits prepared for 2007 =	3
Special Use Permits prepared for 2006 =	6
Special Use Permits prepared for 2005 =	7
Special Use Permits prepared for 2004 =	11



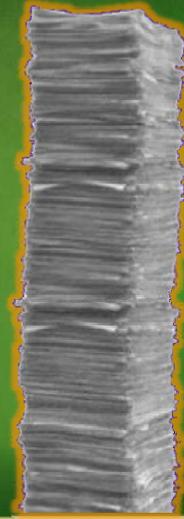
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## Clerk's Office Statistics - 2011

### *Document Imaging*

4,962 pages were scanned and indexed in 2011.

There are now regularly over half a million pages of information in the document imaging system.



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## Clerk's Office Statistics - 2011

### *Accounts Payable*

**Delhi Charter Township**

|||| || |

12/31/2011

==

Pay to the  
Order Of: **Everybody we owe**

**\$12,669,272.99** - - - - -

**2011 Accounts Payable**

**(2010 = \$12,080,843.21)**

2,407 checks produced



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## Clerk's Office Statistics - 2011

### *Cemetery*

#### Maple Ridge

Plots Sold	37
Niches Sold	5
Total Burials	51
Foundation Orders	39
Plots Repurchased	1



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## Clerk's Office Statistics - 2011

### *Cemetery*

#### Markham

Plots Sold	1
Total Burials	5
Foundation Orders	5
Plots Repurchased	0



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## Clerk's Office Statistics - 2011

### *Cemetery*

Total revenue from all lot sales, burial fees and miscellaneous fees was **\$71,871.16**

2010 = \$39,677.38  
2009 = \$34,623.04  
2008 = \$51,564.84  
2007 = \$49,039.44  
2006 = \$41,982.46  
2005 = \$62,288.08



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## Clerk's Office Statistics - 2011

### *FOIA Requests*



2011 = 26 Requests for information were made through the FOIA Act.



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## Clerk's Office Statistics - 2011

### *FOIA Requests*



2010 =	37
2009 =	29
2008 =	37
2007 =	65
2006 =	56
2005 =	77
2004 =	122



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## Clerk's Office Statistics - 2011

### *Notary Public Service*



Almost 300 signatures were notarized in the Clerk's Office for Township residents.



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## Clerk's Office Statistics - 2011

### *Transient Sales Licenses*

- 3 = Non-Profit Organizations
- 2 = Natural Gas Customer Choice Program
- 2 = Home Performance Energy Audits
- 1 = Household Cleaner
- 1 = Ice Cream Vendors



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## Clerk's Office Statistics - 2011

### *Transient Sales Licenses*

- 2010 = 3
- 2009 = 13
- 2008 = 8
- 2007 = 9
- 2006 = 10
- 2005 = 12
- 2004 = 7



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## Clerk's Office Statistics - 2011

### *Elections*



### Holt Public Schools - Board of Education

November 8, 2011

Total number of ballots cast	1,377
Number of Ballots/Absente	1,154
Ballots Cast at Polls	223

**Turnout 9.12%**



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## Clerk's Office Statistics - 2011

### *Elections*



### Holt Public Schools - Board of Education

November 8, 2011

#### *Uncontested Election*

Consolidated 10 precincts into four precincts at Hope Middle School.



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# Clerk's Office Statistics - 2011

## *Elections*



Holt Public Schools - Board of Education

November 8, 2011

### *Uncontested Election*

All voters we're mailed a letter regarding the consolidation.



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# Clerk's Office Statistics - 2011

## *Elections*



Holt Public Schools - Board of Education

November 8, 2011

### *Uncontested Election*

Turnout was actually higher than the 2010 School Board Election where there were three candidates running for two seats.



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## Clerk's Office Statistics - 2011

### *Elections*



Holt Public Schools - Board of Education

November 8, 2011

### *Uncontested Election*

Consolidation saved \$4,380 compared to the 2010 school board election.



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## Clerk's Office Statistics - 2011

### *Elections*



Total Election revenue for 2011 =  
\$12,015.83



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## Clerk's Office Statistics - 2011

### *Voter Registration*



Total Applications	<b>3,247</b>
New voters	<b>1,802</b>
Duplicates	<b>403</b>
Cancellations	<b>1,618</b>

Permanent Absentee Voter list enables eligible voters to have ballot applications mailed to them automatically.



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## Clerk's Office Statistics - 2011

### *Voter Registration*



Total Applications	<b>3,247</b>
New voters	<b>1,802</b>
Duplicates	<b>403</b>
Cancellations	<b>1,618</b>

There are currently 2,490 permanent absentee voters.



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## Clerk's Office Statistics - 2011

### *Voter Registration*



Total Applications	<b>3,247</b>
New voters	<b>1,802</b>
Duplicates	<b>403</b>
Cancellations	<b>1,618</b>

There are currently 17,891 registered voters.



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## Clerk's Office Statistics - 2011

### *Township Web Site*

[delhitownship.com](http://delhitownship.com)



In 2011 we have had 79,173 visitors and 161,755 pageviews.



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# Clerk's Office Statistics - 2011

## Township Web Site

### delhitownship.com



- 2,745 Files
- 1,399 Pictures
- 1,172 Files can be reached starting from the home page
- 801 External Hyperlinks
- 6,230 Internal Hyperlinks



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# Clerk's Office Statistics - 2011

## Township Web Site

### TOP 10 PAGES



- |                            |        |
|----------------------------|--------|
| 1. Parks - Recreation Page | 10,818 |
| 2. Departments Page        | 9,158  |
| 3. News and Events Page    | 8,993  |
| 4. Assessing Dept. Page    | 8,171  |
| 5. Job Postings            | 5,558  |
| 6. Parks - Park Info       | 4,951  |
| 7. Parks Home Page         | 4,574  |
| 8. Fire Dept. Home Page    | 3,747  |
| 9. Services Page           | 3,331  |
| 10. Ordinances Page        | 2,882  |



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## Clerk's Office Statistics - 2011

### *Township Web Site*



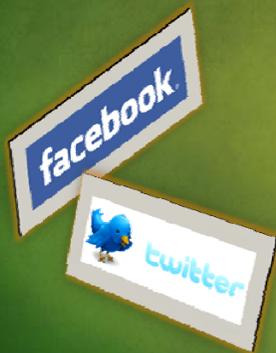
Web site is currently getting a complete re-design. New software will provide new features for visitors and new features for web management.



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## Clerk's Office Statistics - 2011

### *Facebook and Twitter*



761 "likes" for the Delhi Twp facebook page.

946 "likes" for 'Gill' the Fish facebook page.

782 followers for @delhitwp on Twitter.



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## Clerk's Office Statistics - 2011

### *Michigan Association of Municipal Clerks*

Serving as Immediate Past President  
of the Michigan Association of  
Municipal Clerks (MAMC).



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## Clerk's Office Statistics - 2011

### *Michigan Association of Municipal Clerks*

MAMC is comprised of City, Village  
and Township Clerks.



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## Clerk's Office Statistics - 2011

### *Michigan Association of Municipal Clerks*

The purpose of the Association is to serve all Michigan Clerks in matters of legislation, education and training.



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## Clerk's Office Statistics - 2011

### *Michigan Association of Municipal Clerks*

There are nearly 900 members of MAMC.



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## Conclusion



I have served as Clerk for over  
13 years...



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## Conclusion



and as a board member for  
over 15 years.



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## Conclusion



It is a pleasure working with the board and serving the citizens of Delhi Township.



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## Conclusion



I would like to thank the residents of Delhi Township for the opportunity to serve them.



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## Conclusion



I would like to thank the Board  
for their support...



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## Conclusion



...and Township Manger, John  
Elsinga...



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## Conclusion



...and the great staff at Delhi Township...



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## Conclusion

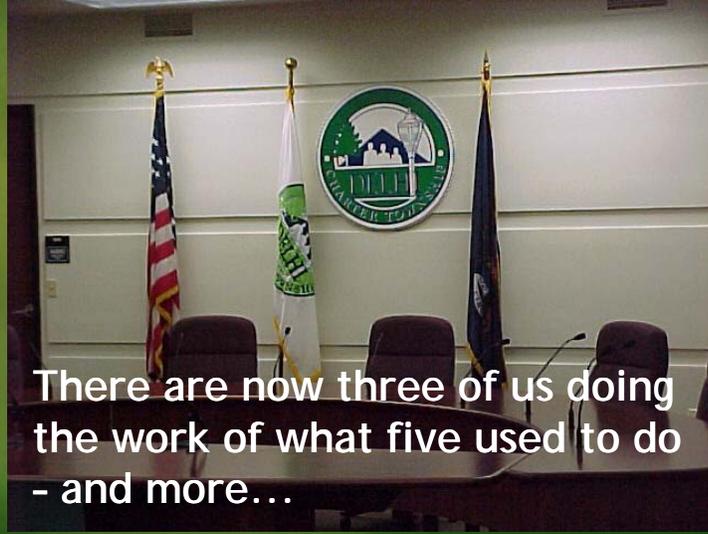


...and my staff for their willingness to try new things, positive attitude and dedication.



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## Conclusion



There are now three of us doing  
the work of what five used to do  
- and more...



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## Conclusion



I can proudly say the Clerk's  
office is doing more with less...



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## Conclusion



My staff and I constantly strive to make the Clerk's office more efficient and user friendly.



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# Evan Hope, Certified Municipal Clerk Delhi Township Clerk 2011 Annual Report



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# ACCOUNTS PAYABLE APPROVAL

January 24, 2012

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated January 12 & 24, 2012 numbered 80562 thru 80634 & ACH 1885 thru 1898. Every invoice has a payment authorizing signature(s).

Dated: January 24, 2012

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated January 24, 2012 show payments made from the following funds:

General Fund	\$	63,123.32
Fire Fund		14,485.74
Police Fund		1,365.00
Fire Equip. & Apparatus Fund		3,085.15
Downtown Development Fund		28,536.23
Sewer Fund		104,798.68
Current Tax Fund		5,033.94
Trust & Agency Fund		2,160.00
Grand Total	\$	<u>222,588.06</u>

**Includes the following to be reimbursed from separate bank accounts:**

Current Tax \$ 5,033.94

Dated: January 24, 2012

\_\_\_\_\_  
John B. Elsinga, Township Manager

**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 \$12,451.20 for LSD Project Engineering 4/21/10, Ingham Co. Road Comm. \$50,204.96 for Cedar St. Improvements 5/17/11, McDonald Roofing \$37,808.00 for Roof Repairs @ POTW 10/4/11) .

Dated: January 24, 2012

\_\_\_\_\_  
John B. Elsinga, Township Manager

\_\_\_\_\_  
Evan Hope, Township Clerk

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:** At a regular meeting of the Township Board held on February 7, 2012 a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated January 24, 2012, was reviewed, audited and approved.

\_\_\_\_\_  
Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
 EXP CHECK RUN DATES 01/12/2012 - 01/24/2012

Vendor	Invoice Desc.	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM	HEALTH INSURANCE FEBRUARY	216.61
	Total For Dept 000.00	216.61
Dept 171.00 MANAGER		
SBAM	HEALTH INSURANCE FEBRUARY	970.48
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	138.90
MICHIGAN TOWNSHIPS ASSOC	MTA NEWS/VANDER PLOEG	30.00
MICHIGAN TOWNSHIPS ASSOC	MTA NEWS/THIELEN	30.00
	Total For Dept 171.00 MANAGER	1,169.38
Dept 191.00 ACCOUNTING		
SBAM	HEALTH INSURANCE FEBRUARY	970.48
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	29.63
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	21.65
	Total For Dept 191.00 ACCOUNTING	1,021.76
Dept 215.00 CLERK		
SBAM	HEALTH INSURANCE FEBRUARY	2,587.93
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	95.55
	Total For Dept 215.00 CLERK	2,683.48
Dept 228.00 INFORMATION TECHNOLOGY		
SBAM	HEALTH INSURANCE FEBRUARY	970.48
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	71.84
FACTORY DIRECT INK & TONER	TONER & INK CARTRIDGES	253.96
SAM'S CLUB DIRECT	CREDIT	(89.88)
	Total For Dept 228.00 INFORMATION TECHNOLOGY	1,206.40
Dept 253.00 TREASURERS		
SBAM	HEALTH INSURANCE FEBRUARY	1,213.09
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	63.29
LANSING STATE JOURNAL	2/1/12-1/31/13 STATE JOURNAL	214.19
DELHI TOWNSHIP TREASURER	REIMBURSE PETTY CASH	22.98
DETROIT MARRIOTT	2012 MTA LODGING/SWEET	298.66
MGFOA	2012 MGFOA SEMINAR-SWEET	99.00
MGFOA	2012 MGFOA SEMINAR-TEBEAU	99.00
	Total For Dept 253.00 TREASURERS	2,010.21

Dept 257.00 ASSESSING		
SBAM	HEALTH INSURANCE FEBRUARY	2,183.57
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	73.24
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	36.53
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	150.00
STATE OF MICHIGAN	RESPONDENT IN DEFAULT	50.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	2.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	2.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	15.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	15.00
Total For Dept 257.00 ASSESSING		<u>2,527.34</u>

Dept 262.00 ELECTIONS		
ACE HARDWARE	42 MISC. MDSE.	9.92
Total For Dept 262.00 ELECTIONS		<u>9.92</u>

Dept 265.00 BUILDING & GROUNDS		
SBAM	HEALTH INSURANCE FEBRUARY	515.32
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	21.17
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	48.55
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	107.10
MAID BRIGADE OF LANSING	CLEANING SERVICES/CSC	812.50
ROSE PEST SOLUTIONS	PEST CONTROL 2012 - 2013	604.20
SAFETY SYSTEMS, INC	QTRLY MONITORING	75.00
SAFETY SYSTEMS, INC	QTRLY MONITORING	120.00
BOARD OF WATER & LIGHT	WATER & ELECTRIC	495.92
ACE HARDWARE	2 SPRING/2 SNAPS	28.96
Total For Dept 265.00 BUILDING & GROUNDS		<u>2,828.72</u>

Dept 276.00 CEMETERY		
SBAM	HEALTH INSURANCE FEBRUARY	844.55
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	34.70
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	75.52
EICKHOF COLUMBARIA, INC.	REPLACE FRONT-COLUMBARIUM	376.00
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	141.62
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	36.35
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	33.12
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	80.93
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	69.64
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	90.85
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	90.85
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	70.53
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	30.83
Total For Dept 276.00 CEMETERY		<u>1,975.49</u>

Dept 281.00 STORMWATER		
SBAM	HEALTH INSURANCE FEBRUARY	357.86
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	14.71
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	40.45
Total For Dept 281.00 STORMWATER		<u>413.02</u>

Dept 446.00 INFRASTRUCTURE		
INGHAM COUNTY ROAD COMM	CEDAR ST, HANCOCK TO KELLER	25,102.48
	Total For Dept 446.00 INFRASTRUCTURE	<u>25,102.48</u>

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM	HEALTH INSURANCE FEBRUARY	5,014.11
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	201.88
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	120.00
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	102.86
OCE NORTH AMERICA DOC	COPIER METER CHARGE DEC	38.80
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	23.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	15.50
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	<u>5,516.15</u>

Dept 752.00 PARKS ADMINISTRATION		
SBAM	HEALTH INSURANCE FEBRUARY	808.72
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	68.57
THE POLACK CORPORATION	LEXMARK SERVICE CONTRACT	234.00
	Total For Dept 752.00 PARKS ADMINISTRATION	<u>1,111.29</u>

Dept 771.00 PARKS		
SBAM	HEALTH INSURANCE FEBRUARY	1,213.09
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	31.24
D & M SILKSCREENING	6 SWEAT SHIRTS/4 SHIRTS	231.40
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	177.89
FASTENERS, INC	4 BRUSHES/25 CUT-OFF WHEELS	59.28
LANSING SANITARY SUPPLY	TOWELS/LINERS/TOLIET TISSUE	1,139.66
ACE HARDWARE	PAINT/MASKING TAPE/TAPE	77.27
ACE HARDWARE	HOSE WASHERS/NIPPLE/VALVE	44.84
ACE HARDWARE	2 SPRAY PRIMERS	8.58
ACE HARDWARE	PAINT/NIPPLES/VALVE BALL	69.05
ACE HARDWARE	THREADLOCKER	7.99
AMERICAN RENTAL	PORTABLE TOILET	70.00
AMERICAN RENTAL	PORTABLE TOILET	70.00
AMERICAN RENTAL	PORTABLE TOILET	70.00
GRANGER CONTAINER SERV	DUMPSTER SERVICE	150.00
ROSE PEST SOLUTIONS	PEST CONTROL 2012 - 2013	456.00
SAFETY SYSTEMS, INC	QTRLY MONITORING	138.00
BOARD OF WATER & LIGHT	WATER & ELECTRIC	11.91
BOARD OF WATER & LIGHT	WATER & ELECTRIC	187.58
BOARD OF WATER & LIGHT	WATER & ELECTRIC	36.47
MENARDS LANSING SOUTH	2 PUSHERS/SHOP TOWELS/	34.72
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	85.00
FASTENERS, INC	25 CUT OFF WHEELS	37.25
FASTENERS, INC	4 BRUSHES/25 CUT-OFF WHEELS	37.25
LOWE'S CREDIT SERVICES	FIBERGLASS/BODY FILLER/	92.17
LOWE'S CREDIT SERVICES	16 OZ AIR COMPRESS/PIPE DOPE	7.98
ALRO STEEL CORPORATION	STEEL FOR SOCCER GOALS	228.41
CARQUEST THE PARTS PLACE	2 GUARDIAN SHOCKS	37.50
CATHEY COMPANY	HOSE/FITTINGS/NOZZLE	178.69
CATHEY COMPANY	MOUNTING BRACKET/GAUGE	22.65
SHERWIN WILLIAMS	PAINT FOR SOCCER GOALS	99.23

WINGFOOT COMMERCIAL TIRE	4 TIRES/UNIT 12	301.04
WINGFOOT COMMERCIAL TIRE	4 TIRES/UNIT 12	71.88
WINGFOOT COMMERCIAL TIRE	4 TIRES/UNIT 12	12.00
WINGFOOT COMMERCIAL TIRE	4 TIRES/UNIT 12	16.00
WINGFOOT COMMERCIAL TIRE	4 TIRES/UNIT 12	6.00
Total For Dept 771.00 PARKS		<u>5,518.02</u>

Dept 774.00 RECREATION

SBAM	HEALTH INSURANCE FEBRUARY	970.48
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	32.81
TULIP TIME FESTIVAL	SR TICKETS TULIP TIME SHOW/	1,289.00
CHARLES GRINNELL	HOMETOWN FESTIVAL/GRINNELL	143.00
JEFF BRYAN	BASKETBALL OFFICIAL	350.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASS	150.00
STEVEN E. ROGERS	BASKETBALL OFFICIAL	175.00
SCOTT R. BLANKENSHIP	BASKETBALL OFFICIAL	175.00
Total For Dept 774.00 RECREATION		<u>3,285.29</u>

Dept 850.00 OTHER FUNCTIONS

SBAM	HEALTH INSURANCE FEBRUARY	5,415.25
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	510.00
MERIDIAN CHARTER TWP	LEGAL FEES DELQ PPT	393.39
DELHI TOWNSHIP TREASURER	REIMBURSE PETTY CASH	2.30
PITNEY BOWES GLOBAL	FOLDING MACHINE LEASE	189.00
Total For Dept 850.00 OTHER FUNCTIONS		<u>6,509.94</u>

Total For Fund 101 GENERAL FUND 63,105.50

Fund 206 FIRE FUND

Dept 336.00 FIRE DEPARTMENT

SBAM	HEALTH INSURANCE FEBRUARY	10,513.48
SBAM	HEALTH INSURANCE FEBRUARY	970.48
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	462.90
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	27.34
BARYAMES CLEANERS	UNIFORM CLEANING	132.65
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	90.00
TRI-COUNTY EMERGENCY	200 TCEMA REFUSAL FORMS	21.00
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	923.00
CHRISTOPHER M. BALDWIN	WORK BOOTS/BALDWIN	63.59
LIFEGAS LLC	CYLINDER RENTAL	200.39
FIRE CHIEF MAGAZINE	FIRE CHIEF 2 YR SUBSCRIPTION	102.00
INGHAM COUNTY FIRE CHIEFS	ICC 2012 MEMBERSHIP DUES	50.00
MI ASSOCIATION OF FIRE	MAFC 2012 MEMBERSHIP DUES	120.00
PENGUIN COMMUNICATIONS	169 CALLS BEYOND ALLOWANCE	32.11
BOARD OF WATER & LIGHT	WATER & ELECTRIC	31.01
LOWE'S CREDIT SERVICES	2 ALUM ELBOWS/1 DOWNSPOUT	11.05
ACE HARDWARE	NOZZLE/HOSE/ MISC. MDSE.	41.27
CARQUEST THE PARTS PLACE	(2) MIS 1GAL20	3.98
CARQUEST THE PARTS PLACE	1 GRAPHITE/2 40LBS CLAY	16.65
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	28.97
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	4.95
MERIDIAN TOWNSHIP FIRE	MUTUAL AID ASSISTANCE	250.00

ZEP SALES & SERVICE	CLEANING SUPPLIES	260.96
ZEP SALES & SERVICE	CLEANING SUPPLIES	89.08
ZEP SALES & SERVICE	CLEANING SUPPLIES	38.76
ZEP SALES & SERVICE	CLEANING SUPPLIES	0.12
Total For Dept 336.00 FIRE DEPARTMENT		<u>14,485.74</u>

Total For Fund 206 FIRE FUND 14,485.74

Fund 207 POLICE FUND

Dept 301.00 POLICE

ROBERT J. ROBINSON, ATTNY	DEC. MOTOR VEHICLE ORD	1,365.00
Total For Dept 301.00 POLICE		<u>1,365.00</u>

Total For Fund 207 POLICE FUND 1,365.00

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

APOLLO FIRE EQUIPMENT CO	GREEN VETTER HOSE/SHIPPING	56.31
ERT SYSTEMS, LLC	3 ID TAGS & SHIPPING	260.00
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	160.00
COMMUNICATIONS SERVICES	RADIO REPAIR/AMBULANCE 211	250.00
ACE HARDWARE	2 STRAPS/2 FLUR BULBS/	19.84
WEST SHORE FIRE INC	10 HIGH PRESSURE O-RINGS	48.00
CARQUEST THE PARTS PLACE	PIGTAIL/SOCKET & LONG LIFE/#03	7.92
CSI EMERGENCY APPARATUS	REPAIR SWITCHES/#037	276.18
FRANKIE D'S AUTO & TRUCK	LOF/#373	119.00
ROGER'S CLINE TIRE	4 TIRES/#009	1,072.00
AMERICAN RED CROSS	CPR/AED	152.00
AMERICAN RED CROSS	CPR/AED	437.00
ARC - MID MICHIGAN CHAPTER	CPR/AED DVD	226.90
Total For Dept 339.00 EQUIPMENT & APPARATUS		<u>3,085.15</u>

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 3,085.15

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 728.00 DDA ADMINISTRATION

UNUM LIFE INSURANCE COM	DISABILITY INSURANCE FEBRUARY	41.53
MICHIGAN ECONOMIC DEVEL	MEDA 2012 MEMBERSHIP DUES	260.00
ROSE PEST SOLUTIONS	PEST CONTROL 2012 - 2013	478.80
ACE HARDWARE	12 SCREWS	3.00
Total For Dept 728.00 DDA ADMINISTRATION		<u>783.33</u>

Dept 729.00 DDA MARKETING & PROMOTION

CHARLES GRINNELL	16.5 HOURS @ \$22/GRINNELL	363.00
GOODALL CONSTRUCTION CO	WINTERIZE FARMERS MARKET	590.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		<u>953.00</u>

Dept 731.00 DDA INFRASTRUCTURE PROJECTS

INGHAM COUNTY ROAD COMM	CEDAR ST, HANCOCK TO KELLER	25,102.48
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		<u>25,102.48</u>

Dept 850.00 OTHER FUNCTIONS

SBAM	HEALTH INSURANCE FEBRUARY	901.81
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	37.06
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	75.52
GRANGER CONTAINER SERV	DUMPSTER SERVICE	65.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/SHERIFF	400.00
BOARD OF WATER & LIGHT	WATER & ELECTRIC	96.35
BOARD OF WATER & LIGHT	WATER & ELECTRIC	16.68
SAFETY SYSTEMS, INC	QTRLY MONITORING	105.00
Total For Dept 850.00 OTHER FUNCTIONS		<u>1,697.42</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 28,536.23

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

SBAM	HEALTH INSURANCE FEBRUARY	396.98
Total For Dept 000.00		<u>396.98</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

SBAM	HEALTH INSURANCE FEBRUARY	2,952.77
SAM'S CLUB DIRECT	LETTER SIZE COPY PAPER	175.80
MWEA	MWEA MEMBERSHIP/ELSINGA	58.00
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		<u>3,186.57</u>

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM	HEALTH INSURANCE FEBRUARY	11,694.91
UNUM LIFE INSURANCE COMPAN	DISABILITY INSURANCE FEBRUARY	480.54
LANSING ICE & FUEL CO	GASOLINE 1/1-1/15/12	1,108.45
MODEL COVERALL SERVICE	STAFF UNIFORMS	81.97
MODEL COVERALL SERVICE	STAFF UNIFORMS	81.40
MODEL COVERALL SERVICE	STAFF UNIFORMS	81.97
MODEL COVERALL SERVICE	STAFF UNIFORMS	81.40
MODEL COVERALL SERVICE	STAFF UNIFORMS	79.66
MODEL COVERALL SERVICE	STAFF UNIFORMS	80.61
AIRGAS USA, LLC	LINK TIG WELDER	2,433.87
AIRGAS USA, LLC	CYLINDER RENTAL	112.29
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	6.83
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALEXANDER CHEMICAL CORP	CREDIT	(180.00)
PVS NOLWOOD CHEMICALS	SODIUM HYPOCHLORITE	3,565.32
PVS NOLWOOD CHEMICALS	CALCIUM NITRATE	6,368.00
PVS NOLWOOD CHEMICALS	CALCIUM NITRATE	3,184.00
ALS LABORATORY GROUP	HG-DMP	125.00
ALS LABORATORY GROUP	MERCURY DMP	50.00
HUBBELL, ROTH & CLARK, INC	STUDY PLAN REVIEW-ANOXIC	267.54
STATE OF MICHIGAN	MIDEAL-487 AGREEMENT RENEW	230.00
UNITED PARCEL SERVICE	SHIPPING CHARGES	48.81
UNITED PARCEL SERVICE	SHIPPING CHARGES	94.54
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	21.69
GRANGER CONTAINER SERV	DUMPSTER SERVICE	201.21
USA MOBILITY WIRELESS, INC.	PAGER SERVICE	55.84
COMCAST	HIGH SPEED INTERNET/MAINT	114.90

COMCAST	HIGH SPEED INTERNET/POTW	121.90
BOARD OF WATER & LIGHT	WATER & ELECTRIC	63.71
BOARD OF WATER & LIGHT	WATER & ELECTRIC	16.68
BOARD OF WATER & LIGHT	WATER & ELECTRIC	2,014.32
BOARD OF WATER & LIGHT	WATER & ELECTRIC	121.58
BOARD OF WATER & LIGHT	WATER & ELECTRIC	66.00
BOARD OF WATER & LIGHT	WATER & ELECTRIC	367.44
BOARD OF WATER & LIGHT	WATER & ELECTRIC	210.03
BOARD OF WATER & LIGHT	WATER & ELECTRIC	72.80
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	209.70
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	12.78
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	85.08
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	525.00
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	141.62
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	192.92
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	70.53
BRADY LAWN EQUIPMENT	SCAG MOWER PARTS	34.82
ACE HARDWARE	5 ICE SCRAPERS/2 TAPE/2 WD	86.91
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	20.00
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	52.00
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	80.00
ZEP SALES & SERVICE	CLEANING SUPPLIES	114.40
ZEP SALES & SERVICE	CLEANING SUPPLIES	271.20
DU BOIS-COOPER ASSOCIATE	DELL RD LIFTSTATION PARTS	1,493.55
DU BOIS-COOPER ASSOCIATE	DELL RD LIFTSTATION PARTS	463.95
DU BOIS-COOPER ASSOCIATE	DELL RD LIFTSTATION PARTS	1,200.40
DU BOIS-COOPER ASSOCIATE	DELL RD LIFTSTATION PARTS	5.55
DU BOIS-COOPER ASSOCIATE	DELL RD LIFTSTATION PARTS	17.25
DU BOIS-COOPER ASSOCIATE	DELL RD LIFTSTATION PARTS	60.00
ACE HARDWARE	3 TRASH BAGS/LS D	44.97
LOWE'S CREDIT SERVICES	SEAL WATER FILTERS	63.40
SMITH & LOVELESS, INC	CHECK ARM PARTS / EIFERT RD	128.94
SMITH & LOVELESS, INC	CHECK ARM PARTS / EIFERT RD	232.34
SMITH & LOVELESS, INC	CHECK ARM PARTS / EIFERT RD	598.34
SMITH & LOVELESS, INC	CHECK ARM PARTS / EIFERT RD	94.18
SMITH & LOVELESS, INC	CHECK ARM PARTS / EIFERT RD	0.98
SMITH & LOVELESS, INC	CHECK ARM PARTS / EIFERT RD	15.49
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	50.00
SAM'S CLUB DIRECT	UPS TO RUN/ POWER HVAC	18.00
ACE HARDWARE	RAIN-X	3.99
ALRO STEEL CORPORATION	STAINLESS STEEL/ AERATOR	275.48
ALRO STEEL CORPORATION	STAINLESS STEEL/ AERATOR	132.60
CARQUEST THE PARTS PLACE	24 QTS 15W-40 OIL	86.64
CARQUEST THE PARTS PLACE	1 HEADER TAGGED BLADE FLAG	14.99
HESCO, INC.	PENN VALLEY PUMP REPAIR PTS	2,009.28
HESCO, INC.	PENN VALLEY PUMP REPAIR PTS	682.24
HESCO, INC.	PENN VALLEY PUMP REPAIR PTS	440.96
HESCO, INC.	PENN VALLEY PUMP REPAIR PTS	203.84
HESCO, INC.	PENN VALLEY PUMP REPAIR PTS	203.84
HESCO, INC.	PENN VALLEY PUMP REPAIR PTS	26.00
RS TECHNICAL SERVICES, INC.	SERVICE GATE LOGGING PC	1,222.99
MAID BRIGADE OF LANSING	CLEANING SERVICES/POTW	260.00

MAID BRIGADE OF LANSING	CLEANING SERVICES/MAINT	260.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	5,419.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	1,995.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	3,480.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	538.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	300.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	106.00
ROSE PEST SOLUTIONS	PEST CONTROL 2012 - 2013	957.60
SAFETY SYSTEMS, INC	QTRLY MONITORING	120.00
RS TECHNICAL SERVICES, INC.	SERVICE GATE LOGGING PC	258.00
ZEP SALES & SERVICE	CLEANING SUPPLIES	130.48
ZEP SALES & SERVICE	CLEANING SUPPLIES	38.76
ZEP SALES & SERVICE	CLEANING SUPPLIES	31.30
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	10.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	10.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	20.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	8.00
DELHI TOWNSHIP TREASURER	REIMBURSE 2011 PETTY CASH	12.17
MWEA LOCAL SECTION 7	2012 MWEA ANNUAL MEMBERSHIP	50.00
MC DONALD ROOFING	ROOF REPAIRS & REPLACEMENT	25,970.00
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		86,041.67

Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		
C2AE	LIFT STATION D, FORCE MAIN	12,451.20
SOIL & MATERIALS ENGINEERS	HELICAL PILE CONSULTING/	2,722.26
Total For Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		15,173.46

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 104,798.68

Fund 701 TRUST & AGENCY FUND		
Dept 000.00		
INGHAM COUNTY TREASURER	TRAILER PARK FEES DECEMBER	2,160.00
Total For Dept 000.00		2,160.00
Total For Fund 701 TRUST & AGENCY FUND		2,160.00

Fund 703 CURRENT TAX ACCOUNT		
Dept 000.00		
CORELOGIC	TAX OVRPMT PARCEL#25-402-034	2,311.00
LPS PROPERTY TAX SOLUTION	TAX OVRPMT PARCEL#22-426-001	2,722.94
Total For Dept 000.00		5,033.94
Total For Fund 703 CURRENT TAX ACCOUNT		5,033.94

Total For All Funds: 222,570.24

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated January 19, 2012**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 103277 through 103313 & direct deposits numbers: DD12946 through DD13019. 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 19, 2012

\_\_\_\_\_  
Steven R. Kirinovic, CPA

**II. Payroll Report**

The January 19, 2012 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$63,913.85	\$17,426.69	\$46,487.16
Fire Dept. Fund	43,846.38	13,117.01	\$30,729.37
DDA	5,379.10	2,408.08	\$2,971.02
Sewer Fund/Receiving	34,077.80	9,858.08	\$24,219.72
<b>Total Payroll</b>	<b>\$147,217.13</b>	<b>\$42,809.86</b>	<b>\$104,407.27</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,433.50	\$5,446.70	\$27,306.89
Fire Dept. Fund	3,293.17	2,994.11	19,404.29
DDA	403.68	432.92	3,244.68
Sewer Fund/Receiving	2,465.66	3,136.27	15,460.01
<b>Total Payroll</b>	<b>\$10,596.01</b>	<b>\$12,010.00</b>	<b>\$65,415.87</b>

\_\_\_\_\_  
Steven R. Kirinovic, CPA

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on January 19, 2012 and identified as follows:

01/19 Net Pay Disbursement in Common Savings (\$104,407.27)

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on February 7, 2012, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated January 19, 2012 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated February 2, 2012**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 103318 through 103351 & direct deposits numbers: DD13020 through DD13096. 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 2, 2012

\_\_\_\_\_  
Steven R. Kirinovic, CPA

**II. Payroll Report**

The February 2, 2012 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$66,737.33	\$18,039.32	\$48,698.01
Fire Dept. Fund	44,632.38	13,641.91	\$30,990.47
DDA	6,450.33	2,622.99	\$3,827.34
Sewer Fund/Receiving	35,758.16	9,824.28	\$25,933.88
<b>Total Payroll</b>	<b>\$153,578.20</b>	<b>\$44,128.50</b>	<b>\$109,449.70</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,643.62	\$5,449.57	\$28,132.51
Fire Dept. Fund	3,350.65	3,085.15	20,077.71
DDA	442.18	453.94	3,519.11
Sewer Fund/Receiving	2,597.52	3,134.52	15,556.32
<b>Total Payroll</b>	<b>\$11,033.97</b>	<b>\$12,123.18</b>	<b>\$67,285.65</b>

\_\_\_\_\_  
Steven R. Kirinovic, CPA

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on February 2, 2012 and identified as follows:

02/02 Net Pay Disbursement in Common Savings (\$109,449.70)

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on February 7, 2012, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated February 2, 2012 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

**M E M O R A N D U M**

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** January 31, 2012

**RE:** Agreement for Fire Services between Delhi Charter Township and  
Alaiedon Township

---

Enclosed for the Township Board's review and approval is the renewal for the "Agreement for Fire Services Between Delhi Charter Township and Alaiedon Township," effective January 1, 2012 through December 31, 2012.

The standby and administrative fees have been updated to reflect the current replacement value of Delhi Township's fire apparatus, along with the 15-year depreciation value, and the percentage of total run volumes of both Delhi and Alaiedon Township.

All fire and rescue calls will remain \$600/call along with \$400/hour for each hour after the initial hour. Cancelled calls, and inspection and site plan review charges will also remain at cost plus 15%.

The Alaiedon Township Board has already approved this agreement, therefore, I recommend the Board do the same.

**RECOMMENDED MOTION:**

**To approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2012 through December 31, 2012.**

**AGREEMENT FOR FIRE SERVICES BETWEEN  
DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP**

THIS AGREEMENT, made and entered into as of the 23<sup>rd</sup> day of January 2012 , by and between the Charter Township of Delhi, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter referred to as "Delhi") and Alaiedon Township, whose address is 2021 W. Holt Road, Mason, Michigan 48854 (hereinafter referred to as "Alaiedon").

WITNESSETH:

WHEREAS, pursuant to PA 1951 No.33, MCL 41.801; MSA 5.2640(1), the parties have agreed that Delhi shall provide, and Alaiedon shall receive, fire protection services; and

WHEREAS, the parties desire to set forth in this Agreement the terms under which such services will be rendered;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ***Fire Protection and Rescue Service.*** Delhi will furnish to Alaiedon, upon the request of its residents or its officers, fire protection and rescue services for the protection of persons and property, within Alaiedon Township, Ingham County, Michigan. Delhi will make available for such purpose all equipment and personnel available at said time, consistent with prudent reserves for fire protection and rescue needs elsewhere. Equipment utilization and staffing shall be within the sole discretion of authorized Delhi Charter Township officers.

2. ***Compensation.*** Compensation to Delhi for each category of service shall be paid by Alaiedon as follows:

A. ***Standby and Administrative Fee.*** A standby and administrative fee shall be paid by Alaiedon to Delhi during the term of this Agreement in the amount of Thirty One Thousand Eight Hundred Sixty Six and 19/100 Dollars (\$31,866.19) (Exhibit A). Payment shall be made in equal monthly installments of Two Thousand Six Hundred Fifty Five and 52/100 Dollars (\$2,655.52), commencing on the first day of January, 2012 and continuing on the first day of each month thereafter until this Agreement shall expire.

1. **Standby Fee Formula.**  $SV \div D = A \times V = \text{Standby Fee}$ .  
Where SV = the current rolling stock replacement value:  
D = Annual depreciation over 15 years  
A = Annual depreciation amount  
V = Alaiedon Township percent of total run volume (Delhi + Alaiedon) average over the immediately preceding three (3) years.

Therefore, the standby fee set forth above is calculated:  $\$2,699,000 \div 15 = \$179,933.33 \times 15.4\% = \text{the standby fee of } \$27,709.73$ .

2. **Administrative Fee** =  $\$27,709.73 \times 15\% = \text{total administrative fee of } \$4,156.46$ .

Total Standby and Administrative Fee:  $\$27,709.73 + \$4,156.46 = \$31,866.19$ .

**B. Fire Run Charge.**

1. **All Fire and Rescue Calls:** \$600 per call
2. **All Additional Hours after the 1<sup>st</sup> hour:** \$400 per hour for each hour after the initial hour. Hours will be measured from time of alarm until all units and personnel have completed all tasks associated with the call. Additional hours shall be measured in quarter hour increments.
3. **Cancelled Calls:** Services wherein calls are cancelled before any units leave the station will be charged at the rate of actual cost plus fifteen percent (15%).
4. **Mutual Aid Requests to Meridian Township:** Due to response times in certain areas of Alaiedon Township, mutual aid may be requested from time to time from Meridian Township Fire Department. In these situations Meridian Township will charge Delhi Township for this mutual aid, and it is hereby agreed that Alaiedon Township will reimburse Delhi Township for the cost of this mutual aid assistance.

- C. **Inspection and Site Plan Review.** Services for inspection and site plan review will be charged at the rate of actual cost plus fifteen percent (15%).

Payment for fire services rendered pursuant to subparagraphs B and C above shall be made within sixty (60) days of billing.

3. **Liaison Committee.** Each party shall select two (2) representatives to serve as members of the Delhi-Alaiedon Fire Services Liaison Committee, with the Delhi Charter Township Fire Chief sitting *ex officio*. The Committee shall meet as its members shall deem necessary, but not less frequently than annually, to review issues arising out of the fire protection services provided in accordance with this Agreement, and shall, if necessary, make recommendations to and advise the respective Township Boards regarding such issues.

4. **Ordinance Compatibility.** Alaiedon agrees to adopt the 2006 Edition of the International Fire Code during the term of this Agreement in order that inspection and enforcement activities carried out by Delhi Charter Township within Alaiedon shall be compatible and shall authorize such activities by Delhi Charter Township personnel within Alaiedon Township. Alaiedon further agrees to adopt an Ordinance requiring installation of a "Knox" key box on all commercial properties and shall require all commercial and multi-family residential site plans submitted hereafter to be forwarded to the Delhi Charter Township for its review. It is understood, however, that such site plan review shall be limited to matters pertaining to fire safety and International Fire Code compliance.

5. **Permits.** Persons seeking permits for various burning activities within Alaiedon Township shall apply for same at the Alaiedon Township Hall. Alaiedon shall forward a complete listing of active permits via facsimile or email daily to the Delhi Charter Township Fire Department for record keeping and advice, if necessary.

6. **Employee Protection.** Delhi shall maintain all required insurance coverage pertaining to its fire fighting personnel and equipment, which coverage shall be in the same amount and equally applicable to losses which may be incurred while providing fire fighting services to Alaiedon Township required herein.

7. **Non-Discrimination.** The parties agree that neither shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion,

national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract.

8. **Joint Draftsmanship.** This Agreement shall be construed as having been drafted jointly by the parties.

9. **Term.** This contract and the obligations hereunder shall commence at 12:01 a.m. January 1, 2012 and expire at midnight December 31, 2012. This Agreement may be renewed, extended, or modified upon the mutual consent of the parties.

The persons executing this Agreement on behalf of the respective Townships warrant that they have been authorized to do so on behalf of said Townships and to bind the Townships to the terms hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written.

**THE TOWNSHIP OF ALAIEDON**

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

**Steven Lott**

Its: Supervisor

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

**David Leonard**

Its: Clerk

*And.*

**THE CHARTER TOWNSHIP OF DELHI**

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

**Stuart Goodrich**

Its: Supervisor

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

**Evan Hope**

Its: Clerk

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** February 2, 2012

**RE:** Resolution No. 2012-001 – Application for Industrial Facilities Tax (IFT) Exemption – Fibertec, Inc.

---

Enclosed for your review and consideration is Resolution No. 2012-001 which would approve the Application for Industrial Facilities Tax (IFT) Exemption for Fibertec, Inc. for their building located at 1914 Holloway Drive. This application is for \$330,000 in new personal property.

A public hearing has been scheduled for February 7, 2012 at 8:00 p.m. and 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.

Therefore, subsequent to the public hearing, I recommend the Board approve the IFT application for Fibertec, Inc.

**Recommended Motion:**

**To adopt Resolution No. 2012-001 which approves the Application for Industrial Facilities Tax (IFT) Abatement Certificate for Fibertec, Inc.**



## **MEMORANDUM**

TO: John Elsinga, Township Manager

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

DATE: February 1, 2012

RE: FiberTec, Inc. – IFT Application

At the February 7<sup>th</sup> Township Board meeting, a hearing will be held regarding consideration of FiberTec's (the "Company") recent application for tax abatement under Public Act 198 of 1974, as amended (the "IFT"). After the hearing, I recommend that the Board take action to approve the IFT application for the Company. I have attached a resolution for consideration.

Below is a summarization of the Company's application details below, but a copy of the application is also attached:

Project Description:	Purchase and install new testing equipment for the environmental testing laboratory.
New Real Property:	\$330,000
Number of Jobs Retained & Created:	The Company currently employs 42 people. All of these positions will be retained.
Duration of Abatement:	12 years
Est. Value of Abatement:	\$83,420

After action by the Township Board, I will prepare our standard Abatement Agreement as required by State Law and submit the application to the State of Michigan for their final review and approval.

If you have any questions or need additional information, please do not hesitate to ask. Thank you in advance for your time and attention to this matter.

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2012-001**

A Resolution to Approve the Application of FiberTec, 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 7<sup>th</sup> day of February, 2012, 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. 2002-021 which includes the property at 1914 Holloway Drive, Holt, MI; and

**WHEREAS**, the Township Clerk received an Application (the "Application") for an Industrial Facilities Exemption Certificate from FiberTec, Inc. (the "Applicant") on December 22, 2011 with respect to personal 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 7, 2012 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 Industrial Facilities Exemption Certificate considered together with the aggregate amount of 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; and
  - b. Acquisition and installation of the Facility will not have the effect of transferring employment from one or more other local governmental units of this state to Delhi Charter Township.
2. The Application of the Applicant for an Industrial Facilities Exemption Certificate with respect to the Facility to be acquired and installed on the parcel of real property described in the Application and situated within the Industrial Development District and the same is hereby approved.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of up to 12 years, plus up to 2 years construction.
4. Subject to the condition that any written agreements, assurances, and representations otherwise made by the Applicant to Delhi Charter Township concerning the new Facility and the taxation thereof are not thereby superseded, the Township Clerk is hereby authorized to execute agreements pursuant to Section 22 of 1974 PA 198 as proposed by the Applicant, and such other certificates, instruments, and papers necessary or convenient to effectuate the Industrial Facilities Exemption Certificate, 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 7<sup>th</sup> day of February, 2012.

**IN WITNESS THEREOF**, I have hereunto affixed my official signature this \_\_\_\_ day of February, 2012.

---

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. Sirek, Deputy Clerk</i>	Date received by Local Unit <i>December 22, 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) <b>Fibertec, Inc.</b>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>8734</b>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>1914 Holloway Drive, Holt, MI 48842</b>		1d. City/Township/Village (indicate which) <b>Delhi Township</b>	1e. County <b>Ingham</b>
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 <b>Holt</b>	3b. School Code <b>33070</b>
		4. Amount of years requested for exemption (1-12 Years) <b>12</b>	

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.

Fibertec's 17,000 square foot facility located in Delhi Township houses an environmental testing laboratory and is the company's corporate headquarters. This application is for the installation of \$330,000 in new testing equipment for Fibertec's environmental testing laboratory. See attached document for list of equipment.

6a. Cost of land and building improvements (excluding cost of land) .....	▶ _____
* Attach list of improvements and associated costs.	Real Property Costs
* Also attach a copy of building permit if project has already begun.	▶ <b>\$330,000.00</b>
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 .....	▶ <b>\$330,000.00</b>
* Round Costs to Nearest Dollar	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 ▶ _____	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶ _____	<b>1/2/12</b>	<b>12/31/13</b>	▶ <input checked="" 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. <b>42</b>	10. No. of new jobs at this facility expected to create within 2 years of completion.
--	---

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:

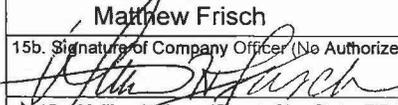
Industrial Development District       Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) <b>6/19/01</b>	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 Keleigh Halmich	13b. Telephone Number (517) 699-0345	13c. Fax Number (517) 268-6601	13d. E-mail Address khalmich@fibertec.us
14a. Name of Contact Person Keleigh Halmich	14b. Telephone Number (517) 699-0345	14c. Fax Number (517) 268-6601	14d. E-mail Address khalmich@fibertec.us
▶ 15a. Name of Company Officer (No Authorized Agents) Matthew Frisch			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 699-0382	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1914 Holloway Drive, Holt, MI 48842		15f. Telephone Number (517) 699-0345	15g. E-mail Address mfrisch@fibertec.us

**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: <b>Check or Indicate N/A if Not Applicable</b> <input 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 <b>Check or Indicate N/A if Not Applicable</b> <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
17. Name of Local Government Body	▶ 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	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

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.

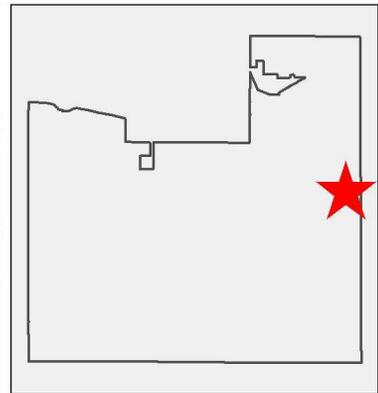
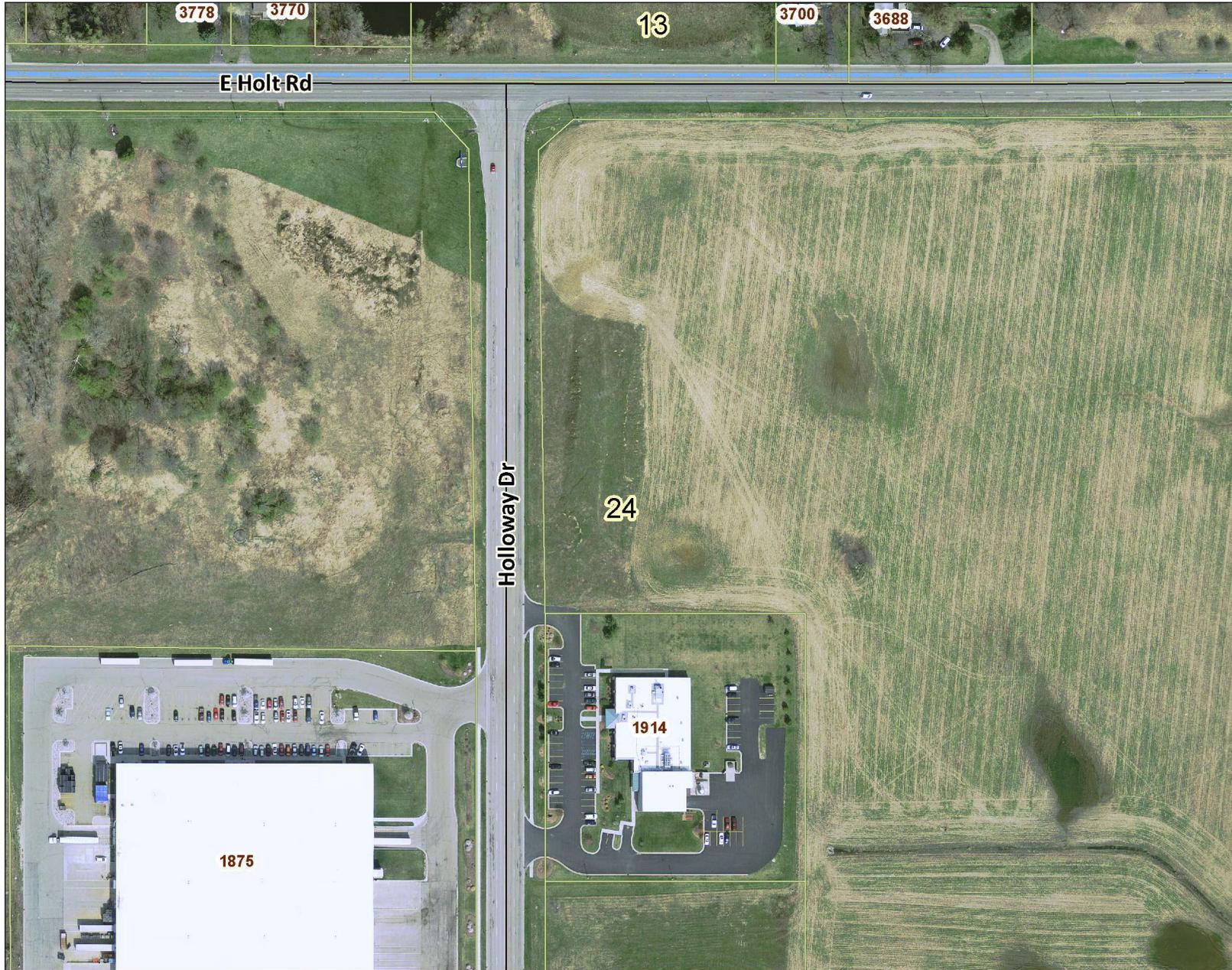
Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**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

# Property Map



## Legend

- Railroad
- Active Roads
- Proposed Roads
- Building Footprints
- Lot Lines
- Section Lines

1 inch = 200 feet



This map is intended for use as generalized township wide planning and there are no warranties that accompany this product. The Township recommends users of this map to confirm the data used in this map by visual inspection of the geographic area. The township is not liable for decisions made with the use of this product.

Map Source: Delhi Charter Township  
Map Printed: Wednesday, February 01, 2012



Notes:



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

January 27, 2012

Mr. John Elsinga, Township Manager  
Charter Township of Delhi  
2074 Aurelius Road  
Holt, Michigan 48842

Dear Mr. Elsinga:

SUBJECT: S2 Grant Program  
Charter Township of Delhi  
S2 Grant No. 9126-01

Congratulations on your award of an S2 Grant for the above-referenced project. Attached is one original signed copy of your S2 Grant Agreement. You may immediately request a disbursement for any previously-incurred eligible costs. Additional disbursements can be requested as eligible costs are incurred. Enclosed is a copy of the S2 Grant Disbursement Request (DR) form and Disbursement Instructions. Additional forms are available on the website noted below.

Below is a list of important S2 Grant Program reminders and requirements:

- ◆ The first and final DRs must be submitted by mail and include an "original" signature of an Authorized Representative.
- ◆ Subsequent DRs can be faxed to our office at 517-335-0743.
- ◆ Each DR must be accompanied by complete supporting documentation (invoices or proof of payment) of incurred costs.
- ◆ DRs can be submitted at any time, but only one per calendar month will be processed.
- ◆ The approved budget period for your grant-funded activities closes at the end of **August 2012**.
- ◆ Each DR must include a brief status report on the S2 Grant activities completed to date.
- ◆ It is very important that the S2 Grant-funded activities adhere to the SRF/SWQIF Project Plan Preparation Guidance and the Clean Water Revolving Funds Design Phase Guidance.
- ◆ Project scope or end date changes need Department of Environmental Quality (DEQ) approval in advance.
- ◆ Within 30 days following the grant end date, all deliverables must be submitted to the DEQ for review/approval.
- ◆ A complete loan application includes three DEQ-approved components: SRF/SWQIF Project Plan, plans and specifications, and a revenue system.
- ◆ Visit our web page at [http://www.michigan.gov/deq/0,1607,7-135-3307\\_3515\\_4143---,00.html](http://www.michigan.gov/deq/0,1607,7-135-3307_3515_4143---,00.html).

**It is essential that your community's S2 Grant-funded activities culminate in the submittal of an administratively complete loan application for assistance from the SRF or the SWQIF programs or other source of financing for the project no later than January 24, 2015. Failure to do so may result in all grant funds becoming repayable and due according to the terms of the S2 Agreement. We strongly recommend that you read Section XVIII(B)(1-3), located on page 7 of the attached S2 Agreement, before drawing any S2 Grant Funds.**

Mr. John Elsinga  
Page 2  
January 27, 2012

I would recommend that we schedule a meeting or a conference call with your consulting engineer as soon as possible to assist you in development of approvable documents in preparation for an SRF/SWQIF loan application. In addition, working closely with your Water Resources Division District Engineer will help to ensure that the S2 Grant-funded work products to be developed will adequately address community need and satisfy SRF/SWQIF Program criteria.

Again, congratulations on taking this step toward protection of water quality and public health in Michigan. Should you have any questions, please contact me at the phone number listed below, e-mail at ClendenonC@michigan.gov, or by mail at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



Cindy Clendenon, Project Manager  
Revolving Loan Section  
Resource Management Division  
517-241-3444

Enclosures

cc: Mr. Thomas Grant, Hubbell Roth & Clark - Bloomfield Hills  
Mr. Joe Fielek, Department of Treasury, MFA  
Mr. Alan J. Lambert, Attorney General  
Mr. Chuck Bennett, DEQ-Water Resources Division, Lansing District Office  
Ms. Debbie Martinson, DEQ

JAN 11 2012



## Michigan Finance Authority

STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2")  
GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of January 24, 2012, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the Charter Township of Delhi County of Ingham ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: S2 Grant.**

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

## GRANTEE INFORMATION:

John Elsinga, Township Manager  
Name/Title of Authorized Representative  
2074 Aurelius Road  
Address  
Holt, Michigan 48842  
Address  
(517) 694-2137  
Telephone number  
(517) 699-3847  
Fax number  
john.elsinga@delhitownship.com  
E-mail address  
38-6019639  
Federal ID number

## DEQ REPRESENTATIVE:

Sonya T. Butler, Chief  
Name/Title  
525 West Allegan St., PO Box 30473  
Address  
Lansing, MI 48909-7973  
Address  
(517) 373-2161  
Telephone number  
(517) 335-0743  
Telephone number  
butlers2@michigan.gov  
Fax number  
butlers2@michigan.gov  
E-mail address

## GRANT INFORMATION:

Project Name: POTW Sludge Dewatering and Drying Project  
Project #: 9126-01  
Amount of Grant: \$ 421,505.00  
Amount of Match \$ 46,834.00 (10% or more)  
Project Total \$ 468,339.00 (grant plus match)  
Start Date: December 2010 End Date: August 2012

## AUTHORITY REPRESENTATIVE:

Joseph L. Fielek, Executive Director, MFA  
Name/Title  
430 W. Allegan St., Austin Bldg.  
Address  
Lansing, MI 48922  
Address  
(517) 335-0994  
Telephone number  
(517) 241-1233  
Telephone number  
treas\_bondfinance@michigan.gov  
Fax number  
treas\_bondfinance@michigan.gov  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

John Elsinga  
Signature of Grantee

January 24, 2012  
Date

John Elsinga, Township Manager  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Janice T. Butler  
Its Authorized Officer

January 24, 2012  
Date

MICHIGAN FINANCE AUTHORITY

Ray L. Fubler  
Executive Director

January 24, 2012  
Date

**I. PROJECT SCOPE**

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

**III. CHANGES**

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

#### **IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS**

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

#### **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

#### **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### **VII. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **VIII. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **IX. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **X. CONFLICT OF INTEREST**

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

## **XI. AUDIT AND ACCESS TO RECORDS**

See Section XVIII (C).

## **XII. INSURANCE**

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

## **XIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

## **XIV. COMPENSATION**

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

## **XV. CLOSEOUT**

(A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.

(B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.

(C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

## **XVI. CANCELLATION**

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

## **XVII. TERMINATION**

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

#### **XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT**

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

**XIX. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

**XX. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

#### **XXI. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## S2 Grant Program

## Exhibit A

Grantee: Charter Township of Delhi

Project Name: Sludge Dewatering-Drying System Design

DEQ Approved Grant Amount: \$421,505 (Four Hundred Twenty-one Thousand Five Hundred Five Dollars)

Time Period for Eligible Costs: Start Date December 2010

End Date August 2012

Description of Approved Project Scope:

Engineering services to complete plans and specifications for sludge dryer project.

DEQ Approved Project Costs	
1. Planning Costs	\$-0-
2. Revenue System Development Costs	\$-0-
3. Design Engineering Costs	\$ 468,339
4. Eligible Cost Subtotal	\$ 468,339
5. LESS ( $\geq$ 10%) Local Match	\$ 46,834
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$ 421,505

\$55 for bid advertisement cost (not a qualifying S2 activity) has been determined to be ineligible for S2 Grant assistance, and has been excluded from the approved project costs shown above.

OCT 14 2011  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION

**DELHI CHARTER TOWNSHIP  
MINUTES OF SPECIAL MEETING HELD ON SEPTEMBER 1, 2011**

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The Delhi Charter Township Board of Trustees met in a special meeting on Thursday, September 1, 2011 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Goodrich called the meeting to order at 12:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Members Absent: None

Others Present: John Elsinga, Township Manager  
Sandra Diorka, Director of Public Services  
Wendy Thielen, Assistant Township Manager of Human Resources  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC** - None

**NEW BUSINESS**

**S2 GRANT APPLICATION FOR POTW SLUDGE DEWATERING AND DRYER PROJECT**

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The Board reviewed a memorandum dated August 30, 2011 from Twp. Mgr. Elsinga (ATTACHMENT I).

**AMMON MOVED TO ADOPT RESOLUTION NO. 2011-021 WHICH APPROVES THE SUBMITTAL OF A MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY S2 GRANT APPLICATION AND DESIGNATES THE TOWNSHIP MANAGER AS AUTHORIZED REPRESENTATIVE.**

A Roll Call Vote was recorded as follows:  
Ayes: Ammon, Bajema, Goodrich, Hayhoe, Hope, Ketchum, Sweet  
**MOTION CARRIED**

**ADJOURNMENT**

Meeting adjourned at 12:50 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Hope, Township Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Stuart Goodrich, Supervisor

/af

SUBJECT TO APPROVAL



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

January 27, 2012

Mr. John Elsinga, Township Manager  
Charter Township of Delhi  
2074 Aurelius Road  
Holt, Michigan 48842

Dear Mr. Elsinga:

SUBJECT: S2 Grant Program  
Charter Township of Delhi  
S2 Grant No. 9126-01

Congratulations on your award of an S2 Grant for the above-referenced project. Attached is one original signed copy of your S2 Grant Agreement. You may immediately request a disbursement for any previously-incurred eligible costs. Additional disbursements can be requested as eligible costs are incurred. Enclosed is a copy of the S2 Grant Disbursement Request (DR) form and Disbursement Instructions. Additional forms are available on the website noted below.

Below is a list of important S2 Grant Program reminders and requirements:

- ◆ The first and final DRs must be submitted by mail and include an "original" signature of an Authorized Representative.
- ◆ Subsequent DRs can be faxed to our office at 517-335-0743.
- ◆ Each DR must be accompanied by complete supporting documentation (invoices or proof of payment) of incurred costs.
- ◆ DRs can be submitted at any time, but only one per calendar month will be processed.
- ◆ The approved budget period for your grant-funded activities closes at the end of **August 2012**.
- ◆ Each DR must include a brief status report on the S2 Grant activities completed to date.
- ◆ It is very important that the S2 Grant-funded activities adhere to the SRF/SWQIF Project Plan Preparation Guidance and the Clean Water Revolving Funds Design Phase Guidance.
- ◆ Project scope or end date changes need Department of Environmental Quality (DEQ) approval in advance.
- ◆ Within 30 days following the grant end date, all deliverables must be submitted to the DEQ for review/approval.
- ◆ A complete loan application includes three DEQ-approved components: SRF/SWQIF Project Plan, plans and specifications, and a revenue system.
- ◆ Visit our web page at [http://www.michigan.gov/deq/0,1607,7-135-3307\\_3515\\_4143---,00.html](http://www.michigan.gov/deq/0,1607,7-135-3307_3515_4143---,00.html).

**It is essential that your community's S2 Grant-funded activities culminate in the submittal of an administratively complete loan application for assistance from the SRF or the SWQIF programs or other source of financing for the project no later than January 24, 2015. Failure to do so may result in all grant funds becoming repayable and due according to the terms of the S2 Agreement. We strongly recommend that you read Section XVIII(B)(1-3), located on page 7 of the attached S2 Agreement, before drawing any S2 Grant Funds.**

Mr. John Elsinga  
Page 2  
January 27, 2012

I would recommend that we schedule a meeting or a conference call with your consulting engineer as soon as possible to assist you in development of approvable documents in preparation for an SRF/SWQIF loan application. In addition, working closely with your Water Resources Division District Engineer will help to ensure that the S2 Grant-funded work products to be developed will adequately address community need and satisfy SRF/SWQIF Program criteria.

Again, congratulations on taking this step toward protection of water quality and public health in Michigan. Should you have any questions, please contact me at the phone number listed below, e-mail at [ClendenonC@michigan.gov](mailto:ClendenonC@michigan.gov), or by mail at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



Cindy Clendenon, Project Manager  
Revolving Loan Section  
Resource Management Division  
517-241-3444

Enclosures

cc: Mr. Thomas Grant, Hubbell Roth & Clark - Bloomfield Hills  
Mr. Joe Fielek, Department of Treasury, MFA  
Mr. Alan J. Lambert, Attorney General  
Mr. Chuck Bennett, DEQ-Water Resources Division, Lansing District Office  
Ms. Debbie Martinson, DEQ

JAN 1 1 2012



## Michigan Finance Authority

STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2")  
GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of January 24, 2012, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the Charter Township of Delhi County of Ingham ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: S2 Grant.**

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

## GRANTEE INFORMATION:

John Elsinga, Township Manager  
Name/Title of Authorized Representative  
2074 Aurelius Road  
Address  
Holt, Michigan 48842  
Address  
(517) 694-2137  
Telephone number  
(517) 699-3847  
Fax number  
john.elsinga@delhitownship.com  
E-mail address  
38-6019639  
Federal ID number

## DEQ REPRESENTATIVE:

Sonya T. Butler, Chief  
Name/Title  
525 West Allegan St., PO Box 30473  
Address  
Lansing, MI 48909-7973  
Address  
(517) 373-2161  
Telephone number  
(517) 335-0743  
Fax number  
butlers2@michigan.gov  
E-mail address

## GRANT INFORMATION:

Project Name: POTW Sludge Dewatering and Drying Project  
Project #: 9126-01  
Amount of Grant: \$ 421,505.00  
Amount of Match \$ 46,834.00 (10% or more)  
Project Total \$ 468,339.00 (grant plus match)  
Start Date: December 2010 End Date: August 2012

## AUTHORITY REPRESENTATIVE:

Joseph L. Fielek, Executive Director, MFA  
Name/Title  
430 W. Allegan St., Austin Bldg.  
Address  
Lansing, MI 48922  
Address  
(517) 335-0994  
Telephone number  
(517) 241-1233  
Fax number  
treas\_bondfinance@michigan.gov  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

John Elsinga  
Signature of Grantee

January 24, 2012  
Date

John Elsinga, Township Manager  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Donna T. Britten  
Its Authorized Officer

January 24, 2012  
Date

MICHIGAN FINANCE AUTHORITY

Boyd L. Fubb  
Executive Director

January 24, 2012  
Date

**I. PROJECT SCOPE**

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

**III. CHANGES**

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

#### **IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS**

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

#### **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

#### **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### **VII. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **VIII. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **IX. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **X. CONFLICT OF INTEREST**

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

## **XI. AUDIT AND ACCESS TO RECORDS**

See Section XVIII (C).

## **XII. INSURANCE**

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

## **XIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

## **XIV. COMPENSATION**

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

## **XV. CLOSEOUT**

- (A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.
- (B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.
- (C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.
- (E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

## **XVI. CANCELLATION**

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

## **XVII. TERMINATION**

- (A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:
  - (1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.
  - (2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.
  - (3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.
- (B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:
  - (1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;
  - (2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - (3) Convicted under state or federal antitrust statutes;
  - (4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

#### **XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT**

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

**XIX. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

**XX. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

#### **XXI. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

**S2 Grant Program**

**Exhibit A**

Grantee: Charter Township of Delhi

Project Name: Sludge Dewatering-Drying System Design

DEQ Approved Grant Amount: \$421,505 (Four Hundred Twenty-one Thousand Five Hundred Five Dollars)

Time Period for Eligible Costs: Start Date December 2010

End Date August 2012

Description of Approved Project Scope:

Engineering services to complete plans and specifications for sludge dryer project.

DEQ Approved Project Costs	
1. Planning Costs	\$-0-
2. Revenue System Development Costs	\$-0-
3. Design Engineering Costs	\$ 468,339
4. Eligible Cost Subtotal	\$ 468,339
5. LESS ( $\geq 10\%$ ) Local Match	\$ 46,834
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$ 421,505

\$55 for bid advertisement cost (not a qualifying S2 activity) has been determined to be ineligible for S2 Grant assistance, and has been excluded from the approved project costs shown above.

OCT 14 2011  
 DELHI TOWNSHIP