

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 21, 2012**

The members of the Delhi Charter Township Committee of the Whole met on Tuesday, February 21, 2012, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Goodrich called the meeting to order at 7:00 p.m.

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

Members Absent: Trustee John Hayhoe

Others Present: John Elsinga, Township Manager
Lt. Jeff Young, Fire Department Shift Supervisor
Sandra Diorka, Director of Public Services
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Wendy Thielen, Assistant Twp. Mgr. of Human Resources
Amy Finch, Assistant Township Clerk/Deputy Clerk

BUSINESS

COMMUNITY DEVELOPMENT DEPARTMENT – JANUARY ACTIVITY REPORT

The Board reviewed the January Community Development Department Activity Report (ATTACHMENT I).

FIRE DEPARTMENT – JANUARY ACTIVITY REPORT

Lt. Jeff Young, Fire Shift Supervisor, reported on the highlights of the January Fire Department Activity Report (ATTACHMENT II).

Lt. Jeff Young and Fire Fighter/Paramedic Matt Sterling displayed how the Fire Department's new Lucas II Chest Compression System worked.

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

The Board reviewed the January Ingham County Sheriff's Office/Delhi Division Activity Report (ATTACHMENT III).

ADJOURNMENT

Meeting adjourned at 7:08 p.m.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 21, 2012**

Date: _____

Evan Hope, Township Clerk

Date: _____

Stuart Goodrich, Supervisor

/af

SUBJECT TO APPROVAL

DELHI CHARTER TOWNSHIP
Department of Community Development

January 2012 Activity Report

New Permits:

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits</u>	<u>Total Inspections</u>
Building	6	9	96
Electrical	5	16	35
Mechanical	9	37	69
Plumbing	3	13	32
Fire Inspections	N/A	N/A	40
Totals	23	75	272

Soil Erosion Permits & APA Projects:

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits/New Projects</u>	<u>Total Inspections</u>
Soil Erosion	1	1	17
Soil Erosion Waivers	2	2	0
APA Projects	0	4	5
Totals	3	7	22

New Code Enforcement Cases:

<u>Category</u>	<u>DDA Area Cases</u>	<u>Total Cases</u>
Building Maintenance	0	0
Fence Violation	0	0
Junk & Debris	1	3
Junk Vehicles	2	5
Miscellaneous	1	1
Noxious Weeds	0	0
Sidewalk Snow	1	1
Sign	0	1
Site Plan	0	0
Yard Parking	1	2
Improper Zoning Use	0	0
Totals	6	13
Total # of Inspections	18	

Rental Program Information:

Number of New Registered Rental Properties	8
Number of Rental Re-inspections	60
Number of Rental Investigations	8
Number of Rental Cycle Inspections	60

Civil Infraction/Abatement Information:

Abatement/Clean-ups	0
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	\$0.00
Civil Infractions Issued	2
<i>Civil Infraction Fines Issued (Year to date)</i>	\$275.00

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	
COMMERCIAL ADDITION							
PB11-235	1380 N CEDAR ROAD	J & D BUILDING AND REMODELING	48' X 32' ADDITION	\$61,748	\$409.20	Y	
COMMERCIAL ADDITION				\$61,748	\$409.20		Total: 1
COMMERCIAL ALTERATION							
PB12-002	1798 HOLLOWAY DRIVE	BROOKSIDE INTERIORS	CONSTRUCT INTERIOR STAIRWAY TO MEZZANINE	\$900	\$55.00	Y	
PB12-007	4055 ENGLISH OAK DRIVE SUITE D	CONVERTNIONAL CRAFTSMANSHIP	24' X 10' ROOM FOR WORKSHOP THREE NEW WALLS AND CEILING INSIDE WAREHOUSE	\$3,260	\$55.00	Y	
COMMERCIAL ALTERATION				\$4,160	\$110.00		Total: 2
COMMERCIAL MISCELLANEOUS							
PB12-004	2490 CEDAR STREET	BUCK, CARL A	NEW ROOF GOING FROM FLAT TO 4/12 TRUSSES	\$19,000	\$125.40	Y	
COMMERCIAL MISCELLANEOUS				\$19,000	\$125.40		Total: 1
RESIDENTIAL DWELLING/GARAGE							
PB12-006	5791 AMBLER STREET	J & L RESTORATION & CLEANING	CONSTRUCTING SINGLE FAMILY HOME	\$212,170	\$1,278.00		
RESIDENTIAL DWELLING/GARAGE				\$212,170	\$1,278.00		Total: 1
RESIDENTIAL MISCELLANEOUS							
PB12-001	2605 KATE STREET	JORDAN ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	
PB12-003	4144 CHAUCER CIRCLE	HANSON'S WINDOW AND CONSTRUCTION IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB12-005	4525 GROVE STREET	SUTTON REMODELING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
RESIDENTIAL MISCELLANEOUS				\$24,000	\$150.00		Total: 3
SIGN							
PS12-001	1785 CEDAR STREET	SIGN CREATIONS LLC	INSTALLING 30 SQ FT WALL SIGN	\$0	\$80.00	Y	
SIGN				\$0	\$80.00		Total: 1

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	# of Permits
Totals:				\$321,078	\$2,152.60		9

Permit.DateIssued Between 01/01/2012 AND 01/31/2012
AND
Permit.PermitType = Building OR
Permit.PermitType = Sign

SUMMARY OF CONSTRUCTION VALUES

Year	2006		2007		2008		2009		2010		2011	
Type	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value
Commercial Addition, Alteration & Commercial Misc	32	\$ 1,895,384.00	49	\$ 9,353,080.00	30	\$ 2,830,791.00	29	\$ 1,215,220.00	27	\$ 1,665,320.00	37	\$1,029,347
Commercial New Structures	6	\$ 5,665,672.00	6	\$ 2,230,506.00	1	\$ 875,903.00	5	\$ 4,360,107.00	3	\$ 1,712,188.00	5	\$3,951,772
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	249	\$ 681,722.00	255	\$ 834,376.00	165	\$ 1,118,676.00	487	\$ 3,105,297.00	372	\$ 2,103,596.00	233	\$ 1,262,153.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	122	\$ 20,311,984.00	58	\$ 8,856,775.00	27	\$ 5,189,435.00	22	\$ 3,861,101.00	37	\$ 5,998,675.00	28	\$ 3,849,279.00
Residential Addition, Residential Alteration	70	\$ 1,510,922.00	47	\$ 972,435.00	51	\$ 1,013,207.00	43	\$ 1,085,548.00	51	\$ 1,105,827.00	46	\$ 1,021,182.00
Residential Multiple Family & Apartment Units	3	\$ 2,738,265.00	6	\$ 7,621,380.00	0	\$ -	0	\$ -	2	\$ 1,237,795.00	3	\$ 3,694,734.00

2012 Year to date Construction Values:

Commercial / Industrial:	\$ 84,908.00
Residential:	\$ 236,170.00
Total Single Family Homes:	1

Delhi Township Fire Department Monthly Report

January, 2012

Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	195	-	195
Fire / Rescue	31	2	33
Total Calls	226	2	228
Staff Hours	460	1	461

Total calls in 2011: 228
Total calls for 2011: 2,477

Mutual Aid this Month

Aid Given: 10 Aid Received: 5

Overlapping Incidents during this period: 72

Training Staff Hours: 393 Hours

Inspection Activities: 41
Inspection Staff Hours: 15

Miscellaneous

2 New Personnel Hired in January
Full time – FF/PM Thomas Stamatis
Part time – FF Randy Vue

2010**AMBULANCE****FIRE**

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

2011**AMBULANCE****FIRE**

	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.
JANUARY	\$94,907.00	\$58,462.55			\$885.87	\$70.00		
FEBRUARY	\$74,763.00	\$47,973.39	\$43,779.87	\$228.48	\$597.17	\$1,494.52	\$2,180.97	
MARCH	\$103,058.00	\$61,424.86		\$626.99	\$565.38	\$838.66		
APRIL	\$87,665.00	\$45,568.93		\$383.26	\$397.86	\$466.49		
MAY	\$97,930.00	\$61,870.76		\$639.26	\$2,526.56	\$144.01		\$78.26
JUNE	\$79,724.00	\$58,948.53		\$1,175.87	\$680.28	\$1,340.87		
JULY	\$90,786.00	\$38,142.39		\$343.59		\$2,144.22		
AUGUST	\$105,201.00	\$52,450.35		\$450.50	\$2,017.20	\$601.39		
SEPTEMBER	\$94,484.00	\$57,637.01		\$1,041.76		\$683.25		
OCTOBER	\$99,281.00	\$58,737.68		\$116.07	\$957.51	\$283.99		
NOVEMBER	\$84,238.00	\$50,625.21		\$712.71	\$199.27	\$65.00		
DECEMBER	\$89,133.00	\$40,330.38	\$51,742.97	\$267.90	\$742.44	\$25.00	\$3,289.47	
TOTAL	\$1,101,170.00	\$632,172.04	\$95,522.84	\$5,986.39	\$9,569.54	\$8,157.40	\$5,470.44	\$78.26

2012**AMBULANCE****FIRE**

	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.	AMOUNT BILLED	PAYMENTS RECEIVED	SENT TO COLL.	RECD FROM COLL.
JANUARY	\$105,297.00	\$36,464.02						
FEBRUARY								
MARCH								
APRIL								
MAY								
JUNE								
JULY								
AUGUST								
SEPTEMBER								
OCTOBER								
NOVEMBER								
DECEMBER								
TOTAL	\$105,297.00	\$36,464.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



Gene L. Wriggelsworth

Sheriff

Allan C. Spyke
Undersheriff

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

Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Delhi Township Board of Trustees

FROM: Lt. Michael J. DeBruin

DATE: February 14, 2012

RE: January 2012 Monthly Report

HIGHLIGHTED CASES & INCIDENTS:

01-01-12 Dep. Bennehoff responded to a Domestic Assault that occurred in the 4400 block of Norwood. The victim's ex-girlfriend came over to his residence to speak with him. This resulted in verbal argument. As the argument escalated, the ex-girlfriend took out a collapsible baton and struck the victim several times in the left shoulder and once on the back of the head. The ex-girlfriend then sprayed the victim with mace. The ex-girlfriend was located at her residence and after an interview was arrested and lodged on a charge of Felonious Assault – Domestic.

01-02-12 Dep. Ward stopped a vehicle at M-99 & Bishop for an equipment violation. While Dep. Ward had contact with the driver, he could detect the odor of marijuana coming from the vehicle. During the course of the investigation, Dep. Ward placed the driver under arrest for warrants out of Eaton County. Subsequently, Dep. Ward searched the vehicle and located Marijuana, Vicoden and a set of digital scales. The driver is being charged with Possession With Intent To Deliver A Controlled Substance.

01-04-12 Dep. Bowden attempted to stop a vehicle involved in an Armed Robbery of a pharmacy (in the city of Leslie) at US-127 & Kipp Rd. The driver refused to stop and a pursuit ensued. The pursuit went up US-127 north bound to I-96 west bound. The pursuit got off at Martin Luther King Blvd. and went north bound. The vehicle then got on I-496 east

bound until it turned into US-127 south bound. The vehicle was ultimately stopped at US-127, north of Covert. The suspect was then taken into custody. During the subsequent interview of the suspect he confessed to committing the two Armed Robberies that occurred at the Kroger pharmacy (located at 2495 Cedar) on October 16, 2011 and November 27, 2011. The suspect also confessed to committing other Armed Robberies of pharmacies located in Lansing, Jackson and Howell. The suspect was ultimately charged with multiple counts of Armed Robbery.

- 01-07-12 Dep. Ward stopped a vehicle for Improper Lane Use and Fail To Stop Leaving A Private Drive. Dep. Ward observed a maroon pickup truck exit the parking lot of the Crystal Bar onto east bound Holt Rd. using a wide radius turn that caused the pickup to drive into the center left turn lane. Dep. Ward then began to follow the pickup truck and watched as it drifted over the lane divider into the center left turn lane. The vehicle was stopped. The subsequent investigation revealed the driver to be intoxicated. The driver was arrested and lodged on a charge of Operating While Intoxicated – High B.A.C.
- 01-09-12 Dep. J. Kuch investigated an Illegal Use Of A Financial Transaction Device complaint that began at the ATM located at Bank Of America, 4488 Holt. Rd. The victim used the ATM and then accidentally left their debit card in the ATM machine. The suspect, in the vehicle behind the victim, took the card when they pulled up to the ATM machine. The suspect used the victim's debit card at the Meijer store on S. Pennsylvania as well as several gas stations in the Lansing area. During the investigation Dep. Kuch was able to identify the suspect. Dep. Kuch interviewed the suspect and obtained a full confession. The suspect is being charged with Illegal Use Of A FTD.
- 01-12-12 Dep. Bowden investigated a Prescription Fraud complaint that occurred at the Rite-Aid Pharmacy located at 2263 Cedar. The pharmacist received a phone call from the suspect who wanted her prescriptions resubmitted to be covered by Medicaid. Upon further investigation it was found that the original prescriptions were fraudulently filed by the suspect. The suspect has been identified in this case and it is under investigation.
- 01-12-12 Dep. Torok investigated a Larceny of an MP3 player that occurred at the Trinity Church located at 3355 Dunckel. The mother of the victim reported that her son's MP3 player had been stolen from his coat during a youth group meeting. The mother also provided suspect information. Dep. Torok confirmed the suspect information with church staff. Dep. Torok interviewed the suspect and obtained a confession. The MP3 player was returned to the church by the suspect's mother. A charge of Larceny is being sought through Family Court.
- 01-16-12 Dep. Bennehoff investigated a Fraud complaint that occurred in the 5200 block of Holt Rd. Consumer's Energy contacted our office regarding the suspect who owes Consumer's a substantial amount of money and has used her children's names and social security numbers to open accounts with Consumer's to obtain energy. The suspect has been identified and this is an ongoing investigation. It has also been learned that the suspect is involved in numerous other fraud complaints.
- 01-21-12 Dep. McElmurray responded to a single motor vehicle accident which occurred in the 2000 block of Grovenburg Rd. Upon arrival, Deputies found a pickup truck in the ditch.

The vehicle was unoccupied and a single set of footprints (in the snow) led away from the vehicle. Deputies followed the footprints to a location on Holt Rd. at which time Deputies requested the assistance of an ICSO K-9 unit. The K-9 officer arrived on the scene and conducted a track. After a short track of approximately 100 yards, the driver was located in the ditch trying to hide from officers. Further investigation showed that the driver was intoxicated. The driver was subsequently arrested and lodged on a charge of Driving While License Suspended 2nd.

- 01-22-12 Sgt. Jungel attempted to stop a vehicle for Improper Lane Use at M-99 & I-96. The driver refused to stop and a pursuit ensued. The vehicle ultimately came to a stop at MLK & Pierce. The driver was arrested and lodged on charges of Flee & Elude and Operating While Intoxicated – High BAC.
- 01-25-12 Dep. J. Kuch took a report of a Prescription Fraud which occurred in 4200 block of Charlar. The victim discovered that one of her employees had been phoning in prescriptions (of controlled substances) over the last 11 months. Upon discovering this, the victim terminated the employee and contacted police. Dep. Kuch was assisted by Dep. Bowden. Dep. Bowden made contact with the former employee and obtained a full confession. Charges of Prescription Fraud are being sought against the former employee.
- 01-26-12 Dep. Torok investigated a Home Invasion which occurred in the 2500 block of Shippell. The victim was gone for approximately 40 minutes to pick up her husband from work and upon their return they found the front door standing open. Upon entering the residence they found that their flat screen television had been taken. During the course of the investigation, Dep. Torok discovered that the suspect(s) entered the residence through the kitchen window and that they left through the front door. The scene was processed for evidence and the neighborhood canvassed. Due to lack of investigative leads/witnesses this case has been closed.
- 01-28-12 Dep. Kindervater investigated a Domestic Assault which occurred in the 4300 block of Keller Rd. The victim came to the Delhi Division Offices to report that her live in boyfriend assaulted her. She stated that in the early morning hours her boyfriend came home intoxicated and began to argue with her which turned into a physical assault. She was struck on the left side of her head and then choked until she lost consciousness. After her boyfriend fell asleep, she left the apartment and came to the Delhi Division Offices. Dep. Kindervater responded to the apartment with several other Deputies to make contact with the boyfriend. The boyfriend was arrested and lodged on a charge of Aggravated Domestic Assault.
- 01-28-12 Deputies Bennehoff & Kindervater investigated several Larceny From Auto complaints that occurred in the 4000 block of Holt Rd. and the Aspen Lakes Complex. Suspect(s) entered unsecured vehicles and took electronics and other miscellaneous items. Vehicles were processed for evidence and the areas canvassed. A suspect has been identified in these cases which are still open.
- 01-30-12 Dep. Huhn responded to the area of Holt & College for a small vehicle that was north bound on College and was all over the roadway. As Dep. Huhn approached the intersection she observed the vehicle pull into the parking lot at the south east corner of

the intersection. She pulled in and made contact with the driver. Her investigation revealed the driver to be intoxicated. The driver was arrested and lodged on a charge of Operating While Intoxicated – High BAC.

STATISTICS:

During the month of January, Deputies responded to 478 calls for service (written & blotter complaints). They made 105 arrests of which 61 were self initiated. Deputies issued 237 citations. Deputies conducted 223 business/property checks, 28 liquor inspections and spent 99 hours in Community Policing. Deputies participated in 165 hours of training.

Calls for Service

	2010	2011	2012
January	447	437	478
Year to Date	447	437	478

Total Arrests

	2010	2011	2012
January	113	83	105
Year to Date	113	83	105

Total Self Initiated Arrests

	2010	2011	2012
January	95	59	61
Year to Date	95	59	61

Citations Issued

	2010	2011	2012
January	223	240	237
Year to Date	223	240	237

COUNTY of INGHAM
State of Michigan
SHERIFF'S OFFICE



Gene L. Wriggelsworth

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Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Lt. M. DeBruin
FROM: Dep. Kelly Bowden #5379
DATE: Monday, February 06, 2012
RE: January 2012 Monthly Business Officer Report

Total Complaints: 23
Traffic Stops: 5
Citations: 5
Property/ Business Checks: 62
Community Policing Hours: 10.8

Community Policing Highlights:

I welcomed a new merchant to Delhi Township. There is a new convenience store located at the corner of Willoughby and Aurelius, which will be open soon. I introduced myself and explained my role as the Business Officer. The owner and I toured his store and discussed the security features of the store.

I met with a local commercial building owner who was concerned because a snow-plowing company was dismantling his fence and pushing snow on to his property from an adjacent property. The plow company was contacted and agreed to assemble the fence. They were advised to find another location to move the snow to.

I checked an occupied suspicious vehicle parked in a local industrial complex. The driver of the vehicle was resting prior to heading to work.

I attended a Holt School/ Business alliance breakfast and the South Lansing Business Association lunch as a representative of the Sheriff's Office and Delhi Division.

I checked several vehicles in the parking lot of a local strip mall after officers received multiple complaints about suspicious suspects and vehicles in the area. All vehicles and occupants checked were there for legitimate reasons.

Other Highlights:

While enroute to Mason for follow up on a Delhi case, I assisted Leslie Police Department by taking a traffic point on US-127 after an armed robbery occurred at a local pharmacy. Leslie officers broadcasted a suspect and vehicle description, which matched that of the male who had robbed the Delhi Kroger pharmacy twice. A short time later I spotted the suspect and vehicle. I attempted a felony traffic stop, assisted by the Mason Police Department. The suspect refused to stop and I engaged in a lengthy pursuit involving several local agencies. The suspect was captured after stop sticks were successfully deployed to his vehicle. The suspect confessed to committing numerous robberies of pharmacies in the Metro Lansing area, as well as adjoining counties in southern Michigan. He is awaiting trial.

I worked with the United States Secret Service to solve a counterfeit case affecting a local restaurant. A suspect was located and interviewed by myself and the Secret Service. A confession was obtained and charges are pending with the Prosecutor's Office. I feel obligated to point out, with the completion of this case; Delhi Officers have had a 100% success rate in solving the rash of counterfeits complaints that have occurred over the past several months.

I assisted the FBI and multiple other federal agencies as they served a search warrant on a local business. The business was one of several statewide that were being investigated federally for fraudulent activities.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



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Sheriff

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Undersheriff

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Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Sgt. Flint
FROM: Deputy Mary Hull #5353
DATE: Monday, February 06, 2012
RE: January 2011 monthly report

Total Complaints: 29
Complaint hours: 43
Community policing hours: 46
School contacts: 54
Citations: 2

Community Policing Highlights:

In December, I was contact by Mark McCloud, the owner and Sensei of Original Okinawan Karate to speak with his students about Bully Prevention. On January 23 and 24, I had the opportunity to present "Be a Friend not a Bully" to approximately fifty children between the ages of five and thirteen. The curriculum highlighted words such as bullying, prevention, victims, witnesses, tolerance, acceptance, and cyber bullying. In the end, all of the students agreed that bullying in and out of school is not acceptable and agreed that they were willing to help a victim of bullying.

At the request of David Hornak, the Principal at Horizon Elementary, I spoke with a second grade student that took items from a teacher without permission. The focus of the discussion was to help the student understand the consequences of his actions. The

student agreed that he would not take things belonging to others unless he got permission first.

After the winter break, I was contacted by a concerned parent about his daughter's possible involvement in an altercation prior to the beginning of winter break. The parent was concerned that a group of four other Jr. High girls sought out his daughter, whom also attends the Jr. High. The primary concern the parent had was that this particular group of girls was bullying his daughter and others at school. I was able to assure the parent that his daughter's welfare in and around the school would be safeguarded. Since my initial conversation with the parent, there have not been any other incidents involving his daughter and the other teens.

At the beginning of the month I attended "Why Teens Kill: Warning Signs, Causes, Triggers, and Prevention" facilitated by Phil Chalmers. Some of the things Phil spoke to the group about included; fifteen things one should know about teen killers, types of teen killers and causes, ten myths about a school shooter, and school safety and juvenile homicide prevention. The information was well presented and useful in dealing with today's youth.

Other Highlights:

During the month of January I took 29 complaints; the types of complaints included a hit and run accident, telephone harassment, trouble with subject, school bus violation, check welfare, drugs, larceny, assault, criminal sexual conduct, sex offender registry violation, sexting, and a suspicious vehicle.

At the beginning of the month, I investigated a possible hit and run accident involving a school bus and a parked vehicle. The investigation revealed that the bus driver was unaware that she hit the parked vehicle, in part because the vehicle was in her blind spot as she rounded the island where the vehicle was parked.

At the beginning of the month, I received a complaint from a mother of a Jr. High student about a telephone harassment that occurred during winter break. The mother of one student advised that her daughter received a number of calls from another student. After speaking with both parents about the incident, I determined that both girls called each other a number of times; both parents were advised that neither girl wanted contact with the other.

At the beginning of the month, I responded to the Jr. High for a student that walked out of the building when asked to remove his shoe to look for drugs. Upon my arrival to the school, I located the student in the rear parking lot and returned him to the office. As we were entering the office, the student became irate using vulgar language around other students causing a disruption. The student was issued a citation under the Township Ordinance for using vulgar language in and around schools, and sent home.

During January, I received two school bus violations. In one incident, the driver a bus reported that a vehicle passed the bus, as they were unloading children at a stop. The bus

driver was able to obtain the plate information of the suspect vehicle and a description of a passenger. The suspect driver was identified by his license plate information and his passenger and subsequently issued a citation for failing to stop for a school bus. Unfortunately the other incident could not be investigated, because the bus driver was unable to obtain enough information to identify the driver or the vehicle.

Throughout the month, I received eight CPS referrals from the schools. Department of Humans Services determined that all but two of the referrals were not criminal in nature. One of the referrals was turned over to the Detective Bureau for further investigation and has since been closed. However, one of the CPS referrals I received involved an assault incident that occurred at home between a brother and sister. After speaking with the 9-year-old girl and the 7-year-old boy, I determined that there was no assault between the two.

During the month, I responded to the school for three separate drug complaints. In two separate instances, the student brought baked goods to school, laced with marijuana. The food was submitted to Michigan State Police Crime Laboratory for drug analysis and charges are pending, based on the results.

During the month, I also took two larceny complaints at the High School. In one instance, a student's phone was taken after school, but later recovered in a school restroom and turned over to the owner; unfortunately, there are no suspects in this incident. In another instance, a student's cell phone and iPod were taken from a gym locker. Prior to end of the school day the phone was recovered and the iPod was located in another student's locker. The suspect student advised that his friend give him the iPod to download music. The other suspect student advised that he purchased the iPod from another student. The report along with warrant requests are being submitted to the Prosecutor's Office for review.

During January, I took four separate assault complaints, one was the result of a CPS referral, two occurred at the High School and one occurred at the Jr. High. The victims of the two assaults at the High School resulted in minor injuries. In both of these cases, the reports are being submitted to the Prosecutor's Office for charges. The incident at the Jr. High was a physical altercation between sisters, no injuries were sustained by either individual, per the law this report was submitted to the Prosecutor's Office for review.

I also received information about two separate individuals possibly in violation of the sex offender registry, living within 1,000 feet of a school. I made contact with Michigan State Police Sex Offender Task Force for clarification on this issue, but was referred to the Ingham County Prosecutor's Office for their interpretation. Since receiving the information one of the offenders has been sentenced to prison on an unrelated charge. I am still waiting for the Prosecutor's response reference the interpretation how 1,000 feet is measured.

Respectfully submitted,
Mary Hull #5353

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



Gene L. Wriggelsworth

Sheriff

Allan C. Spyke
Undersheriff

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

Greg S. Harless
Chief Deputy

Sam Davis
Major

Joel Maatman
Major

TO: Lt. M. DeBruin
FROM: Dep. P. Richards
DATE: 02/06/12
RE: January Monthly

MONTHLY STATISTICS:

Arrests: (02)MSD
Traffic Stops: (07)
Citations issued: (02)
Calls of Service: (16)
Comm. Policing Hrs.: (40.5)
Business Contacts: (01)
School Contacts: (01)
N. W. meetings: (03)

COMMUNITY POLICING HIGHLIGHTS:

I met with the coordinators of Dehil Manor Community Park this month. I spoke on issues of prevention of larcenies and calling in about suspicious person(s) in the area. Also topics of juveniles walking/playing in the middle of the street, basketball nets in the roadway. I advised of

continuous watch of children playing basketball in the street, and to have them call me with any unknown vehicles in the area. Summer activities were brought up for future meetings.

The Sheriff and I conducted a power-point presentation on Senior citizen safety/precautions. The main theme of the seminar/presentation was focused on seniors recognizing, prevention, and contacting the local authorities when it becomes necessary. Common topics discussed were of being aware of your surroundings, cold phone calls from tele-marketers looking for money, late-night phone calls from supposed distressed family members and several others. This presentation was attended by over thirty individuals. The seminar/presentation was well received. A lively answer and question period rounded off presentation.

I met with a resident at her home on Calypso Dr. We discussed the formation of a Neighborhood watch within her area. The topics of outlining the framework of a working Neighborhood watch; coordinators, block captains, email list, etc.. were discussed. I distributed several fliers on Neighborhood watches and how they function for her to pass out. Her group will be added to my information delivery network.

I attended the annual mock interview forum that is held at the Holt High School. This event was developed to have many of the students at Holt High create a resume with their current information; they are then interviewed on their chosen field of interest. The interviewees are local businesspersons and other professionals that sign up to work this event. I participated in both the morning and afternoon sessions. A great experience for all involved.

I conducted a tour of our facility to the local Cub Scouts Bear Den, Pack 640. Several members and their fathers attended the tour at the Ingham County Sheriff's Office // Delhi Div. I discussed the working elements/tools of the modern Deputy, the facility and its additional tools that supports the field deputy in their day to day activities; rounding out the presentation was the additional tour of the Sheriff's Office patrol car. With its noisy sirens and sleek light display (accented by the sunless sky) was an exciting conclusion to the tour of our office. The pack leaders wish to have this tour again in the future with new members of their pack.

I assisted the Delhi road patrol with area canvassing in several locations within Holt on different points of interest. I spoke to several local businesses and residents on the awareness of a suspicious person(s). A local complaint that was determined to be in another jurisdiction was conveyed to many local residents in the Schoolcraft and Sycamore St. area.

I met with the coordinator /manager of Huntley Villa. We discussed several topics that relate to their community. We also discussed the viability of the formation of the development of trespass letters on individuals that frequent the area; this was in response to area juveniles that were loitering in the area/community. Dep. Mary Hull and myself had spoken to several adult members of the juvenile's family to openly discuss continued observation and the continued responsibility of parents towards their children. These discussions have received solid/positive feedback from the managers of Huntley Villa.

I spoke to the manager of Old Orchard Apts on Keller Rd. I spoke on several topics; mainly discussed noise complaints and medical cards. The topic of citing individuals for continuous noise violations (after-hours) would be brought to the attention of their management; they then can take the necessary steps towards the resident (lease violations).

I attended the monthly Holt Area Business Alliance breakfast/gathering. This event was well attended by many local persons/businesses. The months main focus was on the importance of maintaining or becoming CPR certified. The Delhi Fire/EMS made the presentation. Next months topic will be from Dep. Kelly Bowden and assisted by myself and Dep. Mary Hull.

OTHER MATTERS:

I investigated several vehicle accidents during this past month; they had no injuries reported and several of the vehicles had received minor damage. I also investigated several personal injury vehicle accidents that occurred during this month. In most of these cases the injuries were minor; and damage to the vehicles were the same.

I investigated a Breaking and Entering of a local storage facility where a chain-link fence had been cut open and entry made. Several stored trailers/motorhomes had been damaged and entered or just damaged with no entry. I was assisted by several other Delhi personnel on this complaint. A K-9 unit was dispatched to our location to assist in perimeter surveillance and article search. No video was available. No suspects. Several items were removed from the location for additional checking for latent evidence. Additional evidence was collected and delivered to the Michigan State Police crime lab for analysis.

I investigated a Threats complaint against a worker at a local business. I have spoken to all persons involved. Advised the local business of the creation/formation of a trespass letter towards this individual; also advised the victim of obtaining/maintaining a Personal Protection Order against her ex-boyfriend.

I am currently investigating a CSC that allegedly occurred several years ago in a local community park within Holt. I have spoken to all persons involved; additional information from the reporting party is forthcoming. This investigation is still pending; Ingham County Prosecutors Office will receive a copy of that investigation for their review.

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 21, 2012**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, February 21, 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, Jerry Ketchum, DiAnne Warfield

Members Absent: Trustee John Hayhoe

Others Present: John Elsinga, Township Manager
Sandra Diorka, Director of Public Services
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

Mike Hamilton, 4551 Sycamore – spoke in regard to comments/questions to the Board.

CONSENT AGENDA

- A. Approval of Minutes – Committee Meeting of February 7, 2012
- B. Approval of Minutes – Regular Meeting of February 7, 2012
- C. Approval of Claims – February 7, 2012 (ATTACHMENT I)
- D. Approval of Payroll – February 16, 2012 (ATTACHMENT II)
- E. Appointment to the Delhi Charter Township Downtown Development Authority/Brownfield Redevelopment Authority – Marcy Bishop-Kates (ATTACHMENT III)
- F. Appointment to the Delhi Charter Township Planning Commission – Tonia Olson (ATTACHMENT IV)

Trustee Bajema requested that Item C –Approval of Claims of February 7, 2012 be removed from the Consent Agenda for discussion.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 21, 2012**

Sweet moved to approve the Consent Agenda as presented with Item C – Approval of Claims of February 7, 2012 be removed from the Consent Agenda for discussion.

A Roll Call Vote was recorded as follows:

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

Absent: Hayhoe

MOTION CARRIED

NEW BUSINESS

RESOLUTION NO. 2012-002 – APPROVAL OF BONDING PROPOSAL AND ELECTION DATE

The Board reviewed a memorandum dated February 17, 2012 from Twp. Mgr. Elsinga (ATTACHMENT V).

Sweet moved to adopt Resolution No. 2012-002 approving the bonding proposal and placement of such on the May 8, 2012 election.

Trustee Ketchum stated that with approximately 10% of the Township's electorate signing the petitions it has shown that they do not want this project, that they do not believe that it is the right time for this project. Trustee Ketchum stated that with the economy as it currently is he is not in favor of this project and would not support this item.

Treasurer Sweet stated that he has spoken to residents that have said they signed the petition with the intention of voting on the bonding of this project. Treasurer Sweet further stated that if the project is put on hold, the Township may not receive a grant that would fund a portion of this project thus costing the residents more than it would now.

Trustee Bajema stated that he is against the May 8, 2012 election date as it is traditionally a low turn-out election. The funding cycle should not determine if this project is done this year or next year. Trustee Bajema further stated that in the next month or two there will be new bills introduced in the House and Senate that will revise the SRF funding process. Trustee Bajema stated that a SRF Review Committee was formed that will make these loans, including forgivable loans, grants so there may be a possibility that the project could be funded entirely. Trustee Bajema further stated that the residents should be given a say in an election where everybody can participate and everybody does participate, not in a May election.

Trustee Warfield stated that the Board is not prohibiting anyone from voting, that anyone who is inclined to vote can participate, that no registered voter is excluded from voting. Trustee Warfield stated that Trustee Bajema referred to the May election as a Stealth election and was not sure what that terminology meant to him. Trustee Warfield further stated that it is a citizen's privilege and duty to vote and the citizens that signed the

SUBJECT TO APPROVAL

DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 21, 2012

petition wanted to vote on this issue; however, now you (Trustee Bajema) are saying that we want to vote on it but not in May.

Twp. Mgr. Elsinga stated that he contacted MDEQ when the referendum petitions were received last year to see if the funding could be held. The response he received from the MDEQ was that the Township's eligibility for the year would be gone. Twp. Mgr. Elsinga further stated that this project may not be on the SRF funding priority list next year but it is on the priority list this year. Twp. Mgr. Elsinga stated that the question this evening is based on what is known; not what is not known.

Supervisor Goodrich stated that the motion this evening is whether the Board approves or disapproves placing the item on the May 8, 2012 ballot.

Clerk Hope stated that if the May election date has to work, the ballot language would have to be given to Ingham County by February 28. Clerk Hope stated that he does not, as a first choice, like May elections. Clerk Hope stated however that the item on the ballot helps determine the turnout at the polls. While May elections for just School Board candidates have approximately a 10% turnout or lower, there was an election with School Board candidates along with a bond proposal which had over a 31% turnout, which is comparable to the turnout of an August election.

Twp. Mgr. Elsinga stated that there is a high demand for this SRF funding and it is doubted whether the Township will get as good of deal in the future, especially if the Township has turned it down twice.

Trustee Bajema questioned the use of the end product and how the costs of the project would be paid back. Twp Mgr. Elsinga stated that up to 90% of the costs would be recovered through reduction in transportation costs. Additionally, interest has been shown from communities that would pay the Township to dry their sludge and then the Township could sell it.

The following individuals expressed their comments regarding this resolution:

Ray Tamminga, 2415 Aurelius Rd.
Frank Seibly, 2200 Aspenwood Dr.
Mike Hamilton, 4541 Sycamore St.
Julie Kelterborn, 3600 Creole Way

Jim Pierce, 1888 Elm St.
Greg Guikema, 1584 Huntshire Dr.
Joan Fabiano, 4965 Deer Run Lane

The following person spoke in favor of an election: Frank Badalamente, 1900 Persimmon

The following person spoke in regard to a ban on phosphorus land application: Ron Lewis, 1930 Gunn Rd.

A Roll Call Vote was recorded as follows:

Ayes: Sweet, Warfield, Goodrich, Hope

Nays: Ketchum, Bajema

Absent: Hayhoe

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 21, 2012**

*The Board recessed at 8:51 p.m.
The Board reconvened at 8:54 p.m.*

**FARM LAND AND PROPERTY LEASE BETWEEN DELHI CHARTER TOWNSHIP
AND MICHAEL WEBB**

The Board reviewed memorandums dated February 13, 2012 from Twp. Mgr. Elsinga and January 10, 2012 from Sandra Diorka, Director of Public Services (ATTACHMENT VI).

Ketchum moved to approve the Property Lease between Delhi Charter Township and Michael Webb for a four year term commencing upon execution and expiring December 31, 2015.

A Roll Call Vote was recorded as follows:

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

Absent: Hayhoe

MOTION CARRIED

**AGREEMENT EXTENSION FOR THE REMOVAL, TRANSPORTATION AND LAND
APPLICATION OF WASTEWATER BIOSOLIDS**

The Board reviewed a memorandum dated February 14, 2012 from Twp. Mgr. Elsinga (ATTACHMENT VII).

Warfield moved to approve the Agreement Extension for the Removal, Transportation and Land Application of Wastewater Biosolids from Gawne Trucking, Inc. for a term of one year at \$0.0310 per gallon.

A Roll Call Vote was recorded as follows:

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

Absent: Hayhoe

MOTION CARRIED

**ITEMS REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION / ACTION -
APPROVAL OF CLAIMS OF FEBRUARY 7, 2012**

Hope moved to approve the accounts payable of February 7, 2012

Trustee Bajema questioned the at-large drains and Stormwater/Infrastructure Fund accounts.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 21, 2012**

A Roll Call Vote was recorded as follows:

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

Absent: Hayhoe

MOTION CARRIED

REPORTS

SUPERVISOR

Supervisor Goodrich reminded the Board of the upcoming Joint Holt Public School Board meeting to be held on March 12, 2012 at 6:00 p.m. at the Holt Public Schools Administration Building Boardroom.

The Holt Education Foundation is sponsoring its 18th Annual Community Recognition Dinner on Wednesday, March 21, 2012 at the Chisholm Hills Banquet Center.

TREASURER

Treasurer Sweet stated that just over \$29,000,000 (94%) of winter property tax dollars were collected.

Treasurer Sweet stated that revenue collected from the Motor Vehicle Code Ordinance was \$29,785 over expenditures.

CLERK

Clerk Hope reminded the Board of the February 28, 2012 election. The Clerk's Office will be open on Saturday, February 26, 2012 from 8:00 a.m. to 2:00 p.m.

LIMITED COMMENTS

Mike Hamilton, 4541 Sycamore – commented on the January 31, 2012 Trustee selection.

ADJOURNMENT

Meeting adjourned at 9:18 p.m.

Date: _____

Evan Hope, Township Clerk

Date: _____

Stuart Goodrich, Supervisor

/af

ACCOUNTS PAYABLE APPROVAL

February 7, 2012

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated January 25, & February 7, 2012 numbered 80635 thru 80733 & ACH 1899 thru 1921. Every invoice has a payment authorizing signature(s).

Dated: February 7, 2012

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated February 7, 2012 show payments made from the following funds:

General Fund	\$ 322,385.95
Fire Fund	16,952.19
Police Fund	190,494.13
Fire Equip. & Apparatus Fund	2,500.04
Downtown Development Fund	129,729.62
Sewer Fund	81,415.67
Current Tax Fund	24,020.68
Trust & Agency Fund	2,035.28
Grand Total	<u>\$ 769,533.56</u>

Includes the following to be reimbursed from separate bank accounts:

Current Tax	\$ 24,020.68
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Dated: February 7, 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 \$11,689.56 for LS Project Engineering, 12/16/09, McDonald Roofing \$14,463.00 for Roof Replacement-POTW 10/4/11, Parish Corp. \$44,276.00 for Valhalla Park Project, 9/20/11) .

Dated: February 7, 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 21, 2012 a motion was made by _____ and passed by _____ yes votes and _____ no votes (_____ absent) that the list of claims dated February 7, 2012, was reviewed, audited and approved.

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 01/27/2012 - 02/07/2012

Vendor	Invoice Desc.	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
STUART D GOODRICH	MTA CONFERENCE REIMBURSEMENT	(140.00)
INGHAM COUNTY TREASURER	2011 FORECLOSURES	372.02
INGHAM COUNTY TREASURER	2011 FORECLOSURES	77.01
INGHAM HEALTH PLAN	REFUND (2011A-1231 MARGOSIAN)	228.41
CHRISTINA THOMAS	REFUND FOR YOUTH BASKETBALL	35.00
INGHAM COUNTY TREASURER	2011 FORECLOSURES	93.08
INGHAM COUNTY TREASURER	2011 FORECLOSURES	6.82
	Total For Dept 000.00	672.34
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	21.25
MICHIGAN STATE UNIVERSITY	2012 BENCHMARKING	500.00
VERIZON WIRELESS	CELLULAR JANUARY	4.76
STUART D GOODRICH	MTA CONF/LODGING & MILEAGE	644.78
JERRY KETCHUM	MTA CONFERENCE REIMBURSEMENT	254.68
	Total For Dept 101.00 LEGISLATIVE	1,425.47
Dept 171.00 MANAGER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	308.38
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	93.50
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND	26.51
VERIZON WIRELESS	CELLULAR JANUARY	51.75
	Total For Dept 171.00 MANAGER	480.14
Dept 191.00 ACCOUNTING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	19.97
GOVERNMENT FINANCE OFF	GFOA MEMBERSHIP/MEREDITH	225.00
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES	6,797.50
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES	270.00
MGFOA	3/23/12 MGFOA SEMINAR/MEREDITH	99.00
	Total For Dept 191.00 ACCOUNTING	7,495.73
Dept 215.00 CLERK		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	269.07
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	64.16
VERIZON WIRELESS	CELLULAR JANUARY	52.00
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS JANUARY	545.38
	Total For Dept 215.00 CLERK	930.61

Dept 228.00 INFORMATION TECHNOLOGY

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	48.46
FACTORY DIRECT INK & TONER	2 TONER & 5 INK CARTRIDGES	318.93
VERIZON WIRELESS	CELLULAR JANUARY	51.75
ACD.NET, INC.	FEBRUARY INTERNET	199.95
APPLICATION SPECIALIST KO	ANTI SPAM 2/20-3/19/12	270.00
APPLICATION SPECIALIST KO	ANTI SPAM 1/20-2/19/12	270.00
BS&A SOFTWARE	YEARLY SUPPORT DELINQUENT PP	620.00
BS&A SOFTWARE	YEARLY SUPPORT FIELD INSPECTION	600.00
TRITECH EMERGENCY MED	2/24/12-2/13 SUPPORT-AMBULANCE	6,802.06
PC WORLD	12 ISSUES PC WORLD/FELTON	24.95
Total For Dept 228.00 INFORMATION TECHNOLOGY		9,290.36

Dept 253.00 TREASURERS

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	279.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	42.50
INGHAM COUNTY TREASURER	2011 FORECLOSURES	482.94
Total For Dept 253.00 TREASURERS		805.17

Dept 257.00 ASSESSING

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	363.98
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	69.27
THRUN LAW FIRM, P.C.	LEGAL FEES JANUARY	2,990.20
MID-MI ASSOC OF ASSESSING	MMAAO 2012 DUES/MUNSON	15.00
MID-MI ASSOC OF ASSESSING	MMAAO 2012 DUES/E. TOBIAS	15.00
MID-MI ASSOC OF ASSESSING	MMAAO 2012 DUES/WILSON	15.00
BS&A SOFTWARE	TRAINING FOR MUNSON & E. TOBIAS	390.00
Total For Dept 257.00 ASSESSING		3,858.45

Dept 262.00 ELECTIONS

ACE HARDWARE	18 MISC. MDSE.	17.82
ELECTION SYSTEMS	AUTO MARK MAINTENANCE AGREE	236.00
Total For Dept 262.00 ELECTIONS		253.82

Dept 265.00 BUILDING & GROUNDS

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	72.19
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	14.22
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	56.85
MAID BRIGADE OF LANSING	CLEANING SERVICES/CSC	812.50
SAFETY SYSTEMS, INC	REPAIR OF SECURITY SYSTEMS	199.00
SIEMENS INDUSTRY, INC.	LIBRARY HEAT PUMP	440.00
SIEMENS INDUSTRY, INC.	REPLACE VALVE HEAT PUMP #3	1,060.50
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	48.28
VERIZON WIRELESS	CELLULAR JANUARY	13.08
TDS METROCOM	LOCAL SERVICE JANUARY	1,223.04
DELHI TOWNSHIP TREASURER	SEWER	208.00
CONSUMERS ENERGY	ELECTRIC & GAS	5,605.81
CONSUMERS ENERGY	ELECTRIC & GAS	2,678.19

LOWE'S CREDIT SERVICES	7 TOILET FLAPPERS	30.45
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	352.34
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	340.22
W. W. WILLIAMS	BLOCK HEATER REPAIR & PARTS	1,534.69
WESCO DISTRIBUTION, INC	LED EXIT SIGNS/CSC, DDA & MAINT.	376.11
Total For Dept 265.00 BUILDING & GROUNDS		<u>15,065.47</u>

Dept 276.00 CEMETERY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	118.32
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	23.32
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	88.44
BOYNTON FIRE SAFETY SERV	FIRE EXTINGUISHER INSPECTION	3.00
VERIZON WIRELESS	CELLULAR JANUARY	13.08
CONSUMERS ENERGY	ELECTRIC & GAS	35.21
Total For Dept 276.00 CEMETERY		<u>281.37</u>

Dept 281.00 STORMWATER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	50.13
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	9.88
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	47.38
GRANGER III & ASSOCIATES	GREASE, DRYING BEDS/RUBBISH	70.00
STATE OF MICHIGAN	MUNICIPAL SW ANNUAL PERMIT	3,000.00
INGHAM COUNTY TREASURER	2011 SINGLE & MULTI-YEAR DRAINS	173,743.50
Total For Dept 281.00 STORMWATER		<u>176,920.89</u>

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 1/1-2/1/12	6,605.38
CONSUMERS ENERGY	ELECTRIC/GAS/STREETLIGHTS	22,531.63
CONSUMERS ENERGY	ELECTRIC/GAS/STREETLIGHTS	133.46
DLZ	2012 CMAQ APPLICATION	2,200.00
CLARE L. MONROE	SIDEWALK COMPENSATION FEE	33.28
JOHN & DONNA MANN	SIDEWALK COMPENSATION FEE	15.96
TYSON SCHULTZ	SIDEWALK COMPENSATION FEE	297.00
Total For Dept 446.00 INFRASTRUCTURE		<u>31,816.71</u>

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	727.97
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	135.58
DBI BUSINESS INTERIORS	2 RETRACTOR CORDS	23.64
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	211.06
THRUN LAW FIRM, P.C.	LEGAL FEES JANUARY	1,597.20
AMERICAN PLANNING	MI APA & ALCP MEMBERSHIP/MILLER	450.00
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	8.88
VERIZON WIRELESS	CELLULAR JANUARY	214.51
VERIZON WIRELESS	CELLULAR JANUARY	45.15
TDS METROCOM	LOCAL SERVICE JANUARY	101.43
OCE' FINANCIAL SERVICES	COPY MACHINE LEASE PAYMENT	852.00
MICHIGAN ECONOMIC DEV	2/28/12 MEDA CAPITOL DAY/MILLER	90.00
STATE OF MICHIGAN	RE-CERT EXAM STORM WATER/SESC	475.00
STATE OF MICHIGAN	SESC COMPREHENSIVE TRAINING	450.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		<u>5,382.42</u>

Dept 752.00 PARKS ADMINISTRATION

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	89.90
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	45.90
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	2.07
VERIZON WIRELESS	CELLULAR JANUARY	116.28
VERIZON WIRELESS	CELLULAR JANUARY	0.27
TDS METROCOM	TELEPHONES/SENIOR CENTER	285.45
TDS METROCOM	LOCAL SERVICE JANUARY	147.50
Total For Dept 752.00 PARKS ADMINISTRATION		687.37

Dept 771.00 PARKS

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	139.86
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	20.83
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	52.63
FASTENERS, INC	MECHANIC LENGTH DRILL BIT SET	99.00
LOWE'S CREDIT SERVICES	KOBALT WELDING HELMET	94.05
DELHI TOWNSHIP TREASURER	SEWER	13.00
DELHI TOWNSHIP TREASURER	SEWER	13.00
DELHI TOWNSHIP TREASURER	SEWER	40.80
DELHI TOWNSHIP TREASURER	SEWER	32.50
CONSUMERS ENERGY	ELECTRIC/GAS/STREETLIGHTS	104.31
CONSUMERS ENERGY	ELECTRIC & GAS	1,099.84
CONSUMERS ENERGY	ELECTRIC & GAS	17.20
CONSUMERS ENERGY	ELECTRIC & GAS	31.18
CONSUMERS ENERGY	ELECTRIC & GAS	227.56
CONSUMERS ENERGY	ELECTRIC & GAS	58.63
CONSUMERS ENERGY	ELECTRIC & GAS	1,050.41
CONSUMERS ENERGY	ELECTRIC & GAS	241.36
CONSUMERS ENERGY	ELECTRIC & GAS	50.84
MARK'S LOCK SHOP, INC	1 LOCK & 7 KEYS	37.00
SAFETY SYSTEMS, INC	REPAIR OF SECURITY SYSTEMS	199.00
SIEMENS INDUSTRY, INC.	HVAC SYSTEM FAILURE/SENIOR CTR	564.00
LOWE'S CREDIT SERVICES	8 CARRIAGE BOLTS	16.72
SHERWIN WILLIAMS	2 GAL PAINT	104.78
LANDSCAPE ARCHITECTS	VALHALLA PARK RESTROOM CONST	1,921.50
PARISH CORPORATION	VALHALLA PARK PAVILLION/REST	14,759.00
PARISH CORPORATION	VALHALLA PARK PAVILLION/REST	29,517.00
Total For Dept 771.00 PARKS		50,506.00

Dept 774.00 RECREATION

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	22.10
JOHNNY MAC'S	3 BASKETBALLS	68.85
MICHIGAN RECREATION	ENTRY FEE FOR HERSHEY TRACK	40.00
CHARLES GRINNELL	4.5 HOURS @ \$22/GRINNELL	99.00
SCOTT R. BLANKENSHIP	BASKETBALL OFFICIAL	175.00
JEFF BRYAN	BASKETBALL OFFICIAL	150.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
STEVEN E. ROGERS	BASKETBALL OFFICIAL	275.00
Total For Dept 774.00 RECREATION		1,014.21

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	36.45
UNEMPLOYMENT INSURANCE	2011 UNEMPLOYMENT EXPENSES	9,713.93
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	442.78
THRUN LAW FIRM, P.C.	LEGAL FEES JANUARY	1,341.00
DSS CORPORATION	LASER FICHE MAINTENANCE AGREE	3,944.00
FEDEX	SHIPPING CHARGES	21.26
Total For Dept 850.00 OTHER FUNCTIONS		<u>15,499.42</u>

Total For Fund 101 GENERAL FUND 322,385.95

Fund 206 FIRE FUND

Dept 000.00

INGHAM COUNTY TREASURER	2011 FORECLOSURES	129.47
Total For Dept 000.00		<u>129.47</u>

Dept 336.00 FIRE DEPARTMENT

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	1,395.32
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	84.26
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE FEBRUARY	236.31
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE FEBRUARY	18.27
UNEMPLOYMENT INSURANCE AC	2011 UNEMPLOYMENT EXPENSES	1,109.36
HASSELBRING-CLARK	AGREEMENT 1/13/12-1/13/13	612.85
CLASSIC PRINTING, INC.	500 BUSINESS CARDS/BROWN	185.00
CLASSIC PRINTING, INC.	250 BUSINESS CARDS/BUTCHER	105.00
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	925.23
D & M SILKSCREENING	50 STOCKING CAPS	550.00
NYE UNIFORM COMPANY	2 SHIRTS & 2 PANTS & FREIGHT	145.82
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,491.15
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,455.84
VIDACARE CORPORATION	NEEDLES & SHIPPING	997.84
INGHAM COUNTY HAZMAT TEAM	HAZMAT DUES FOR 2012	750.00
INTERNATIONAL ASSOCIATION	IAFC 2012 DUES/ROYSTON	279.00
WESTERN MI ASSOC. OF FIRE CI	2012 WMAFC DUES/ROYSTON	40.00
BIO-CARE, INC.	MASK FIT TEST/STAMATIS	25.00
BIO-CARE, INC.	MASK FIT TEST/COLBECK	25.00
BOARD OF WATER & LIGHT	2011 HYDRANT RENTAL CHARGE	1,426.59
BOYNTON FIRE SAFETY SERVICE	FIRE EXTINGUISHER INSPECTION	290.50
COUNTY OF INGHAM	10/1-12/31/11 911 RADIO FEE	1,451.72
SKYWATCH SERVICES LLC	FIRST 2 WARN ANNUAL RENEWAL	300.00
METRONET LONG DISTANCE CAL	LONG DISTANCE JANUARY	5.90
VERIZON WIRELESS	CELLULAR JANUARY	368.01
VERIZON WIRELESS	CELLULAR JANUARY	126.63
TDS METROCOM	LOCAL SERVICE JANUARY	54.88
DELHI CHARTER TOWNSHIP TRE	SEWER	32.50
CONSUMERS ENERGY	ELECTRIC/GAS/STREETLIGHTS	79.48
CONSUMERS ENERGY	ELECTRIC/GAS/STREETLIGHTS	302.47
WESCO DISTRIBUTION, INC	2 PHOTO CONTROLS	28.66
ADP SCREENING & SELECTION S	SUBSCRIPTION/BACKGROUND	90.36
PAUL L. ROSS JR.	EXERCISE EQUIPMENT REPAIR	433.77
SLEEP DOCTOR LLC	4 MATTESSES AND 4 BOX SPRINGS	1,400.00
Total For Dept 336.00 FIRE DEPARTMENT		<u>16,822.72</u>

Total For Fund 206 FIRE FUND 16,952.19

Fund 207 POLICE FUND

Dept 000.00

INGHAM COUNTY TREASURER	2011 FORECLOSURES	129.47
	Total For Dept 000.00	129.47

Dept 301.00 POLICE

INGHAM COUNTY TREASURER	POLICE CONTRACT JANUARY	190,364.66
	Total For Dept 301.00 POLICE	190,364.66

Total For Fund 207 POLICE FUND	190,494.13
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Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 000.00

INGHAM COUNTY TREASURER	2011 FORECLOSURES	43.14
	Total For Dept 000.00	43.14

Dept 339.00 EQUIPMENT & APPARATUS

FIRE SERVICE MANAGEMENT LLC	TURNOUT GEAR CLEANING	32.40
FIRST DUE FIRE SUPPLY CO.	8 PAIR FIRE BOOTS & SHIPPING	250.00
FIRST DUE FIRE SUPPLY CO.	8 PAIR FIRE BOOTS & SHIPPING	250.00
FIRST DUE FIRE SUPPLY CO.	8 PAIR FIRE BOOTS & SHIPPING	250.00
FIRST DUE FIRE SUPPLY CO.	8 PAIR FIRE BOOTS & SHIPPING	250.00
FIRST DUE FIRE SUPPLY CO.	8 PAIR FIRE BOOTS & SHIPPING	20.00
COMMUNICATIONS SERVICES	1 MINI V PAGER BATTERY	18.00
COMPLETE BATTERY SOURCE	50 LITHIUM BATTERIES	172.50
AMERICAN RED CROSS	CPR/AED	209.00
TARGETSAFETY.COM, INC.	ONLINE TRAINING 2/1-4/30/12	1,005.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	2,456.90

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	2,500.04
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Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 728.00 DDA ADMINISTRATION

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	84.26
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE FEBRUARY	28.05
FOSTER, SWIFT, COLLINS	LEGAL FEES DECEMBER	1,865.80
LANSING REGIONAL CHAMBER	2012 MEMBERSHIP DUES/MC FADYEN	380.00
METRONET LONG DISTANCE CAL	LONG DISTANCE JANUARY	0.40
VERIZON WIRELESS	CELLULAR JANUARY	13.07
VERIZON WIRELESS	CELLULAR JANUARY	8.83
TDS METROCOM	LOCAL SERVICE JANUARY	193.03
	Total For Dept 728.00 DDA ADMINISTRATION	2,573.44

Dept 729.00 DDA MARKETING & PROMOTION

BLOHM CREATIVE PARTNERS	2011 HOLIDAY CO-OP BUY	22,000.00
BLOHM CREATIVE PARTNERS	DECEMBER WEB MAINT & HOSTING	507.50
BLOHM CREATIVE PARTNERS	JANUARY 2012 OUR TOWN FRAMED	300.00
BLOHM CREATIVE PARTNERS	JANUARY 2012 OUR TOWN-POSTAGE	14,498.71
CHARLES GRINNELL	11 HRS @ \$22/GRINNELL	242.00
BRUTSCHE CONCRETE PRODUC	11 PARKING BLOCKS/FARMERS MKT	330.00
LANSING REGIONAL CHAMBER	2012 ANNUAL DINNER TABLE OF 8	630.00
	Total For Dept 729.00 DDA MARKETING & PROMOTION	38,508.21

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
DELTA ELECTRICAL	LIGHT POLE REPLACED/HOLT RD	828.00
C2AE	I-96 UNDERPASS & N TRAIL PROJET	5,715.37
C2AE	I-96 UNDERPASS & N TRAIL PROJET	2,193.95
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		<u>8,737.32</u>

Dept 850.00 OTHER FUNCTIONS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	126.34
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE FEBRUARY	24.90
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	88.44
BOYNTON FIRE SAFETY SERVICE	FIRE EXTINGUISHER INSPECTION	52.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/SHERIFF	400.00
CONSUMERS ENERGY	ELECTRIC & GAS	449.63
CONSUMERS ENERGY	ELECTRIC & GAS	74.99
CONSUMERS ENERGY	ELECTRIC & GAS	204.90
CONSUMERS ENERGY	ELECTRIC & GAS	1,009.82
CONSUMERS ENERGY	ELECTRIC & GAS	199.88
CONSUMERS ENERGY	ELECTRIC & GAS	171.25
CONSUMERS ENERGY	ELECTRIC & GAS	328.87
CONSUMERS ENERGY	ELECTRIC & GAS	61.28
CONSUMERS ENERGY	ELECTRIC & GAS	520.06
CONSUMERS ENERGY	ELECTRIC & GAS	167.72
W. W. WILLIAMS	REPAIR/ADDED COOLANT BLOCK	415.83
WESCO DISTRIBUTION, INC	LED EXIT SIGNS/CSC, DDA & MAINT	282.09
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	332.65
INGHAM COUNTY TREASURER	2011 SINGLE & MULTI-YEAR DRAINS	75,000.00
Total For Dept 850.00 OTHER FUNCTIONS		<u>79,910.65</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	<u><u>129,729.62</u></u>
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Fund 590 SEWAGE DISPOSAL SYSTEM		
Dept 000.00		
BORT, MATTHEW	REF SEWER 3050 IVYWOOD LN	78.76
COLDWELL BANKER	REF SEWER 4621 WILCOX RD HOLT	21.85
COURTRIGHT, TAMMY	REF SEWER 2300 THORNWOOD DR	5.63
LIBERTY TITLE AGENCY	REF SEWER 4712 CROMWELL ST	40.30
ONE SOURCE REALTY	REF SEWER 2540 LANIER DR	130.53
PHELPS, DARRIN	REF SEWER 2068 WOVEN HEART	8.30
WALLACE, MARGARET M	REFUND SEWER 4445 DECAMP ST	13.00
Total For Dept 000.00		<u>298.37</u>

Dept 548.00 ADMINISTRATION & OVERHEAD		
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE FEBRUARY	20.25
UNEMPLOYMENT INSURANCE AC	2011 UNEMPLOYMENT EXPENSES	1,808.17
ICS MARKETING SUPPORT SERV	JANUARY SEWER BILL MAILING	3,886.00
ICS MARKETING SUPPORT SERV	JANUARY SEWER BILL MAILING	541.26
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		<u>6,255.68</u>

Dept 558.00 DEPT OF PUBLIC SERVICE		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	1,638.39
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE FEBRUARY	322.88
LANSING ICE & FUEL CO	GASOLINE 1/16-31/2012	1,298.18
BARYAMES CLEANERS	UNIFORM DRYCLEANING	30.60
MODEL COVERALL SERVICE	STAFF UNIFORMS	80.61
GRAINGER	WIND SOCK KIT ORANGE 10 IN.	109.62
GRAINGER	2 BAND SAW BLADES	45.28
ENVIRONMENTAL RESOURCE AS	DMRQA / QUARTERLY CHECK	796.41
ACE HARDWARE	2 TRASH BAGS	19.16
KAR LABORATORIES, INC.	MERCURY TESTING	225.00
KAR LABORATORIES, INC.	MERCURY TESTING	225.00

THRUN LAW FIRM, P.C.	LEGAL FEES JANUARY	1,743.00
UNITED PARCEL SERVICE	SHIPPING CHARGES	30.65
UNITED PARCEL SERVICE	SHIPPING CHARGES	49.66
GRANGER III & ASSOCIATES	GREASE, DRYING BEDS/RUBBISH	70.00
METRONET LONG DISTANCE CALI	LONG DISTANCE JANUARY	5.12
VERIZON WIRELESS	CELLULAR JANUARY	314.89
VERIZON WIRELESS	CELLULAR JANUARY	47.77
STATE ELECTRONICS COMPANY	1900 MHZ IN-BUILDING REPEATER	520.00
STATE ELECTRONICS COMPANY	1900 MHZ IN-BUILDING REPEATER	125.00
STATE ELECTRONICS COMPANY	1900 MHZ IN-BUILDING REPEATER	20.00
TDS METROCOM	LOCAL SERVICE JANUARY	458.40
DELHI CHARTER TOWNSHIP TRE	SEWER	477.50
CONSUMERS ENERGY	ELECTRIC & GAS	589.29
CONSUMERS ENERGY	ELECTRIC & GAS	204.65
CONSUMERS ENERGY	ELECTRIC/GAS/STREETLIGHTS	52.10
CONSUMERS ENERGY	ELECTRIC & GAS	462.60
CONSUMERS ENERGY	ELECTRIC & GAS	545.16
CONSUMERS ENERGY	ELECTRIC & GAS	149.29
CONSUMERS ENERGY	ELECTRIC & GAS	569.22
CONSUMERS ENERGY	ELECTRIC & GAS	236.12
CONSUMERS ENERGY	ELECTRIC & GAS	18,067.32
CONSUMERS ENERGY	ELECTRIC & GAS	121.87
CONSUMERS ENERGY	ELECTRIC & GAS	132.01
CONSUMERS ENERGY	ELECTRIC & GAS	162.75
CONSUMERS ENERGY	ELECTRIC & GAS	389.08
CONSUMERS ENERGY	ELECTRIC & GAS	1,755.76
CONSUMERS ENERGY	ELECTRIC & GAS	55.55
CONSUMERS ENERGY	ELECTRIC & GAS	533.21
CONSUMERS ENERGY	ELECTRIC & GAS	702.12
CONSUMERS ENERGY	ELECTRIC & GAS	237.30
CONSUMERS ENERGY	ELECTRIC & GAS	1,627.95
CONSUMERS ENERGY	ELECTRIC & GAS	36.64
CONSUMERS ENERGY	ELECTRIC & GAS	235.28
CONSUMERS ENERGY	ELECTRIC & GAS	3,233.77
CONSUMERS ENERGY	ELECTRIC & GAS	326.48
CONSUMERS ENERGY	ELECTRIC & GAS	46.10
CONSUMERS ENERGY	ELECTRIC & GAS	46.78
SUPERIOR SAW	WEED WHIP PARTS	20.94
SUPERIOR SAW	WEED WHIP PARTS	71.40
SUPERIOR SAW	WEED WHIP PARTS	47.88
SUPERIOR SAW	WEED WHIP PARTS	44.94
SUPERIOR SAW	WEED WHIP PARTS	56.94
ACE HARDWARE	2 TRASH BAGS	29.98
CARQUEST THE PARTS PLACE	2 BULBS/8 RAIN-X/3 WIPER BLADES	10.68
WESCO DISTRIBUTION, INC	LED EXIT SIGNS/CSC, DDA & MAINT.	141.04
WESCO DISTRIBUTION, INC	24 LAMP BULBS/POTW PARKING LOT	422.81
WESCO DISTRIBUTION, INC	6 LAMPS/POTW PARKING LOT	110.49
WESCO DISTRIBUTION, INC	LED EXIT SIGNS/CSC, DDA & MAINT.	141.04
ACE HARDWARE	5 DE-ICERS/4 PLUGS/2 ELBOWS/	35.57
LOWE'S CREDIT SERVICES	SEAL WATER FILTERS (LIFT STATION)	130.40

BARNHART & SON, INC.	SEWER LEAD REPAIR 3818 HOLT	1,311.27
ACE HARDWARE	SCREWS/BOLTS/NAILS/HEAT SHRINK	37.03
COMPLETE HITCH COMPANY	CAP FOR MASTER CYLINDER	5.95
LOWE'S CREDIT SERVICES	CUT OFF WHEELS/CEMENT/PRIMER/	56.85
BOYNTON FIRE SAFETY SERVICE	CREDIT	(16.00)
MAID BRIGADE OF LANSING	CLEANING SERVICES/POTW	260.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/MAINTENANCE	260.00
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	323.88
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	326.01
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	361.86
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	312.64
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	378.85
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	323.88
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	330.27
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	323.88
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	430.36
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	523.67
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	682.21
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	513.27
W. W. WILLIAMS	EMERGENCY GENERATOR MAINT	366.65
W. W. WILLIAMS	REPLACED BLOCK HEATER/LSD	921.29
CARQUEST THE PARTS PLACE	6 WIPER BLADES/UNIT 4	53.94
CARQUEST THE PARTS PLACE	2 BULBS/8 RAIN-X/3 WIPER BLADES	79.72
INTERSTATE BATTERIES OF	TRUCK BATTERY	105.95
MC DONALD ROOFING & SHEET I	ROOF REPAIRS & REPLACEMENTS	7,954.65
MC DONALD ROOFING & SHEET I	ROOF REPAIRS & REPLACEMENTS	6,508.35
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		63,172.06

Dept 578.01 CAPITAL IMPR-TREATMENT PLANT

C2AE	LIFT STATION D FORCE MAIN & POTW	11,689.56
Total For Dept 578.01 CAPITAL IMPR-TREATMENT PLANT		11,689.56

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 81,415.67

Fund 701 TRUST & AGENCY FUND

Dept 000.00

AFLAC	EMPLOYEE DEDUCTIONS	667.64
AFLAC	EMPLOYEE DEDUCTIONS	7.38
AFLAC	EMPLOYEE DEDUCTIONS	541.32
AFLAC	EMPLOYEE DEDUCTIONS	307.02
AFLAC	EMPLOYEE DEDUCTIONS	511.92
Total For Dept 000.00		2,035.28

Total For Fund 701 TRUST & AGENCY FUND 2,035.28

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

HUNTINGTON NATIONAL BANK	MTT#0366354 SUMMER TAX REFUND	3,260.70
HUNTINGTON NATIONAL BANK	MTT#0366354 WINTER TAX REFUND	13,876.60
LAW OFFICES OF FRED GORDON	SUMMER REFUND MTT399894	1,249.79
PBG MICHIGAN LLC	TAX OVRPMT PARCEL#90-937-170	1,330.55
RJA PROPERTIES INC AND	SUMMER TAX REFUND MTT0415657	4,303.04
Total For Dept 000.00		24,020.68

Total For Fund 703 CURRENT TAX ACCOUNT 24,020.68

Total For All Funds: 769,533.56

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated February 16, 2012**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 103354 through 103392 & direct deposits numbers: DD13097 through DD13171. 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 16, 2012

Steven R. Kirinovic, CPA

II. Payroll Report

The February 16, 2012 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$65,497.50	\$18,031.46	\$47,466.04
Fire Dept. Fund	41,576.83	12,424.73	\$29,152.10
DDA	6,384.80	2,624.76	\$3,760.04
Sewer Fund/Receiving	34,766.01	10,003.98	\$24,762.03
Total Payroll	\$148,225.14	\$43,084.93	\$105,140.21
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$4,557.36	\$5,449.72	\$28,038.54
Fire Dept. Fund	3,110.96	2,878.80	18,414.49
DDA	407.79	450.14	3,482.69
Sewer Fund/Receiving	2,514.79	3,109.53	15,628.30
Total Payroll	\$10,590.90	\$11,888.19	\$65,564.02

Steven R. Kirinovic, CPA

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on February 16, 2012 and identified as follows:

02/16 Net Pay Disbursement in Common Savings (\$105,140.21)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on February 21, 2012, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated February 16, 2012 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)Vander Ploeg(1)

Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: Stuart Goodrich, Township Supervisor

DATE: February 15, 2012

RE: Recommendation for Appointment to the Delhi Downtown Development Authority Board and the Brownfield Redevelopment Authority

DDA Board member DiAnne Warfield has resigned from the DDA Board as a result of being appointed to the Township Board of Trustees. DiAnne's term on the DDA Board expires on July 21, 2014. Because the Brownfield Redevelopment Authority by-laws state that the Authority shall consist of the members of the Delhi Charter Township Downtown Development Authority Board, her term on the Brownfield Redevelopment Authority also expires on July 21, 2014.

Delhi Township resident and business owner Marcy Bishop-Kates has expressed an interest in serving on the DDA Board and the Brownfield Redevelopment Authority, therefore, I recommend appointing her to fill the remainder of the term vacated by DiAnne Warfield.

RECOMMENDED MOTION:

To appoint Marcy Bishop-Kates to the Delhi Township Downtown Development Authority Board and the Delhi Township Brownfield Redevelopment Authority effective February 21, 2012 to fill the remainder of the term (July 21, 2010-July 21, 2014) vacated by DiAnne Warfield.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: Stuart Goodrich, Township Supervisor

DATE: February 15, 2012

RE: Recommendation for Appointment to the Delhi Charter Township Planning Commission

Planning Commission member DiAnne Warfield has resigned from the Delhi Township Planning Commission as a result of being appointed to the Board of Trustees. Her term does not expire until June 1, 2013 and therefore we need to fill her vacancy.

Typically we have had one member of the Planning Commission also serve on the DDA Board as a liaison between Boards. I believe this helps both Boards stay abreast of what each other are doing and so I have asked DDA Board member Tonia Olson if she would be interested in serving on the Planning Commission. Tonia has agreed to fulfill the remainder of the term vacated by DiAnne Warfield.

Therefore, I recommend appointing Tonia Olson to fill the term vacated by DiAnne Warfield expiring on June 1, 2013.

RECOMMENDED MOTION:

To appoint Tonia Olson to the Delhi Township Planning Commission, effective February 21, 2012, to fulfill the remainder of the three-year term (06/01/10 - 06/01/13) vacated by member DiAnne Warfield.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 17, 2012

RE: Resolution No. 2012-002 – Approval of Bonding Proposal and Election Date

In 2009 the Township's POTW began processing the biosolids produced at the treatment plant through newly constructed Class A digesters. However, we were, and are still, limited to disposing these Class A biosolids onto farm fields as a fertilizer because they remain in liquid form. In order to realize the benefits of producing Class A biosolids we need to dewater and dry them creating multiple markets based upon the biosolids value as either a fertilizer or fuel source. Therefore, the digesters should be thought of as Phase I of our biosolids management and the dewatering/drying process should be considered Phase II which completes the biosolids management process.

To that end, the Board has included this Phase II dewatering/drying process as part of a Project Plan submitted to the Michigan Department of Environmental Quality in 2009 for consideration of their low interest State Revolving Fund (SRF) funding program. In their fiscal year 2010/2011 we became eligible for such funding and subsequently the Board approved a bond resolution (Resolution No. 2011-011) in May 2011 for these Phase II improvements to dewater and dry the Township's biosolids to reduce transportation costs (up to 90%) and disposal costs.

However, a valid petition for a referendum on this question was received in July and effectively nullified the SRF funding during fiscal year 2011. Then in October 2011 this project was placed on the SRF Final Project Priority List for fiscal year 2012 along with making the SRF Final Green Projects List. The latter is very significant as it offers 50% principal forgiveness of the SRF loan which would amount to over \$2.5 million. The project received "green" funding because of the reduction in transportation costs and the completion of the renewable energy loop started with the Class A digesters to create a biosolid that can be used as a fuel.

On January 24, 2012 we received additional funds through an approved S2 Grant providing \$421,554 towards engineering costs associated with this project. This grant enables us to reduce the bond amount from \$5.5 million to \$5.1 million and combined with the principal forgiveness of up to \$2,562,643 provides the Township with a \$2,937,358 (53%) savings on the cost of this project. The remaining \$2,562,643 (47%) would be paid for through the bond by the rate payers at a monthly cost of \$1.20 per residential unit.

With the current availability of these financial incentives through the State of Michigan I recommend the Board approve Resolution No. 2012-002 placing the question of issuing bonds to fund this project on the ballot at the May 8, 2012 election. The August and November election dates may be preferred by the Board; however, the due dates to meet SRF funding requirements precede both of those election dates leaving May 8th as the only available date for the public to vote on this project. Therefore, I recommend the Board approve the resolution utilizing the May 8, 2012 election to take advantage of receiving over \$2.9 million in grant money for this project.

Recommended Motion:

To adopt Resolution No. 2012-002 approving the bonding proposal and placement of such on the May 8, 2012 election.

RESOLUTION NO. 2012-002

Charter Township of Delhi, Ingham County, Michigan (the "Township").

A regular meeting of the Township Board of Trustees (the "Board") of the Township was held in the _____, on Tuesday, the 21st day of February, 2012, at _____ o'clock in the evening.

Present: Board Members

Absent: Board Members

The following preamble and resolution were offered by Board Member _____ and supported by Board Member _____:

WHEREAS:

1. This Board has previously adopted a resolution of intent to issue bonds to finance a portion of the cost of the project described in **Exhibit A** (the "Project") through the issuance of bonds by the Township, and now desires to put the question of issuing such bonds before the registered electors of the Township; and

2. This Board estimates the necessary cost of the Project to be \$5,500,000, of which a portion of the Project cost will be paid through Township funds on hand and an S2 grant from the Michigan Department of Environmental Quality in the amount of \$421,554, with the remaining portion of the Project cost being financed through the issuance of bonds by the Township; and

3. The Township will seek to issue the proposed bonds through the MDEQ's Clean Water State Revolving Loan Fund, administered through the Michigan Finance Authority, which makes funds available for municipal water supply and sewer disposal system improvement projects at a below-market interest rate (currently 2.50% per annum); and

4. The proposed bonds are further eligible for 50% principal forgiveness through a Michigan Department of Environmental Quality ("MDEQ") Green Project Reserve program; and

5. It will be necessary for the Township to borrow the sum of not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000) and issue its limited tax general obligation revenue bonds therefor pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), and Act 34, Public Acts of Michigan, 2001, as amended, to finance a portion of the Project cost; and

6. Pursuant to Act 94, before the Township may issue the proposed bonds, the question of issuing the bonds must be approved by the vote of a majority of the electors of the Township qualified to vote and voting on the bonds at an election; and

7. This Board intends to submit a proposition regarding the proposed bonds at the election to be held on Tuesday, May 8, 2012; and

8. On or before 4:00 p.m. on Tuesday, February 28, 2012, the Board shall certify any ballot proposition to be submitted to the voters at the May 8, 2012 election.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. An election of the electors of the Township be called and held on Tuesday, May 8, 2012.
2. The proposition to be voted on at the election shall be stated on the ballots in substantially the form as set forth in **Exhibit A**.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Board Members

Nays: Board Members

Resolution declared adopted.

Evan Hope, Clerk
Charter Township of Delhi

The undersigned duly qualified and acting Clerk of the Charter Township of Delhi, County of Ingham, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting held on Tuesday, February 21, 2012, the original of which resolution is a part of the Township Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Evan Hope, Clerk
Charter Township of Delhi

MDG/djp

EXHIBIT A

BONDING PROPOSAL

Shall the Charter Township of Delhi, Ingham County, Michigan, borrow the sum of not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000) and issue its limited tax revenue bonds therefor, for the purpose of:

acquiring, constructing and installing improvements to the Township's sanitary sewer system to dewater and dry the Township's sludge to reduce transportation and disposal costs, as well as all other necessary and related improvements?

The following is for informational purposes only:

The Township's bonds are eligible for a 50% reduction, or principal forgiveness, through the Michigan Department of Environmental Quality as a qualifying "green" project. This will result in the Township being responsible for repaying one-half (\$2,550,000) of the principal amount of the proposed bonds, plus interest. The estimated monthly cost for Delhi Township sanitary sewer system customers to retire this bond debt is \$1.20 per residential unit. The maximum number of years the bonds may be outstanding, exclusive of any refunding, is twenty (20) years.

**Michigan Department of Environmental Quality
State Revolving Fund Current PPL
Fiscal Year 2012 Project Priority List by Rank**

Project No.	Loanee	Location	Description	Fal OSSS	Sptg Rec	Enf Pts	Pop Population	Exist Pts	Rec Disch	Water	Dil Ratio	RatP ts	Tot Pts	Bind Com Date	Bind Com Amt
PROJECTS WITH PRIOR YEAR SEGMENTS															
5287-03	Inkster	Inkster	Seg. 3 CSO: Sirm Swr Separation	0	0	300	6,160	80	2.9	3.5	>.6000	100	514	8/27/2012	\$16,925,000
5368-02	Oakland-Macomb Interceptor Drain DD	Macomb Co	Intcp Rehab Ph 2	0	0	300	832,902	100	72.4	130000	0.00056	40	440	11/23/2011	\$44,340,000
5430-02	Wayne Co	Dearborn Heights	Dearborn Heights CSO RTB (Ph 2)	0	0	0	55,667	95	0.1	3.3	0.0303	70	165	8/27/2012	\$400,000
5433-02	Wayne Co	River Rouge	River Rouge CSO RTB (Ph 2)	0	0	0	9,512	80	5.5	69	0.07971	85	165	8/27/2012	\$425,000
PROJECTS WITHOUT PRIOR YEAR SEGMENTS															
5175-12	Detroit	Wayne Co	CSO: Okwood Swrs (PC-81)	0	0	300	3,272,047	100	18	20	>.6000	100	727	8/27/2012	\$61,000,000
5486-01	Detroit	Wayne Co	2nd Rouge River Outfall	0	0	300	3,272,047	100	155	67	>.6000	100	627	3/12/2012	\$26,910,000
5503-01	Dearborn	Wayne Co	CSO Sep (CIP N95200)	0	0	300	20,980	85	3	3.7	>.6000	100	614	3/12/2012	\$7,465,000
5518-01	St Joseph	Berrien Co	Seg 1 SSO: I/I removal	0	0	300	4,953	75	1.74	440	0.00395	55	457	3/12/2012	\$340,000
5495-01	Monroe Co	Monroe	EO Basin: I/I Impr	0	0	300	58,729	95	11.41	9999999	<.0002	25	420	8/27/2012	\$18,000,000
5494-01	Oakland Co WRC	Evergreen-Farmington SDS	8 Mile PS Impr	0	0	0	312,199	100	2.53	2.4	>.6000	100	327	3/12/2012	\$2,240,000
5414-01	Cass City	Tuscola Co	WWTP Impr	0	100	0	2,521	65	0.26	3	0.08666	85	250	8/27/2012	\$4,025,000
5493-01	Oakland Co WRC	Evergreen-Farmington SDS	Farmington Intcp Relief Swr	0	0	0	312,199	100	1.05	2.9	0.36206	85	212	6/4/2012	\$8,780,000
5501-01	YCUA	Washtenaw Co	PS Impr (Factory St)	0	0	0	76,851	95	22.54	0.2	>.6000	100	195	8/27/2012	\$2,720,000
5502-01	YCUA	Washtenaw Co	WWTP Impr	0	0	0	76,851	95	22.54	0.2	>.6000	100	195	8/27/2012	\$1,485,000
5427-01	YCUA	Washtenaw Co	WWTP Impr	0	0	0	76,851	95	22.54	0.2	>.6000	100	195	8/27/2012	\$1,035,000
5441-01	Ann Arbor	Washtenaw Co	WWTP Upgrd Year 1	0	0	0	163,987	100	17	78	0.21795	85	185	3/12/2012	\$37,000,000
5489-01	Monroe Co	Berlin Twp	Sewer Rehab/PS Cont/WWTP Impr	0	0	0	4,200	75	0.56	0	>.6000	100	175	8/27/2012	\$5,250,000
5448-01	Saginaw	Saginaw Co	LS Impr	0	0	0	86,446	95	19.1	590	0.03237	70	165	8/27/2012	\$2,000,000
5404-01	Delhi Twp	Ingham Co	WWTP Impr (Ph 2)	0	0	0	21,586	90	2.26	67	0.03373	70	160	6/4/2012	\$5,500,000
5405-01	Delhi Twp	Ingham Co	LS/FM Impr (Ph 3)	0	0	0	21,586	90	2.26	67	0.03373	70	160	6/4/2012	\$3,165,000
5467-01	Benzonia Twp	Benzie Co	New WWTP/CS (Platte Lake)	100	0	0	207	30	0.014	9999999	<.0002	25	155	8/27/2012	\$1,960,000
5498-01	North Kent SA	Cannon, Courtland, and Plainfield Twp	PS Rehab	0	0	0	54,766	95	3.63	860	0.00422	55	150	6/4/2012	\$1,460,000
5499-01	North Kent SA	Alpine Twp	CS Repl	0	0	0	54,766	95	3.63	860	0.00422	55	150	6/4/2012	\$1,100,000
5521-01	Alma	Gratiot Co	WW Sys Impr	0	0	0	9,275	80	2.21	39	0.05667	70	150	8/27/2012	\$1,060,000
5490-01	Marshall	Calhoun Co	WWTP/PS Impr	0	0	0	7,546	80	1.72	82	0.02098	70	150	6/4/2012	\$2,365,000
5491-01	Dexter	Washtenaw Co	Slidg Handling Sys	0	0	0	4,067	75	0.29	15	0.01933	70	145	8/27/2012	\$2,775,000
5487-01	Macomb County Wastewater Disposal District	Macomb Co	SA Metering Pit Rehab	0	0	0	499,689	100	43.04	130000	0.00033	40	140	8/27/2012	\$7,730,000
5488-01	Allendale Charter Twp	Ottawa Co	Sludge Handling Impr	0	0	0	25,358	90	1.25	880	0.00142	40	130	6/4/2012	\$2,325,000
5522-01	Allegan	Allegan Co	WWTP Impr	0	0	0	5,092	75	0.87	410	0.00212	55	130	8/27/2012	\$1,500,000
5360-01	St Clair Shores	Macomb Co	Swr Rehab	0	0	0	60,017	95	7.897	130000	<.0002	25	120	3/12/2012	\$2,400,000
5413-01	Port Huron	St Clair Co	WWTP Impr (Phase 2)	0	0	0	48,208	90	10.71	126000	<.0002	25	115	3/12/2012	\$690,000
5373-01	Roseville	Macomb Co	Swr Rehab	0	0	0	45,926	90	6.2	130000	<.0002	25	115	8/27/2012	\$9,850,000
5359-01	Chesterfield Twp	Macomb Co	Swr Rehab	0	0	0	45,119	90	3.76	130000	<.0002	25	115	6/4/2012	\$2,315,000
5442-01	Macomb Co	Chesterfield/Lenox/New Haven	Intcp Rehab	0	0	0	42,232	90	3.46	130000	<.0002	25	115	8/27/2012	\$1,770,000
5371-01	Eastpointe	Macomb Co	Swr Rehab	0	0	0	33,200	90	4.95	130000	<.0002	25	115	8/27/2012	\$6,330,000
5355-01	Plainwell	Allegan Co	WWTP Imp; Swr Repl	0	0	0	5,055	75	0.71	520	0.00137	40	115	6/4/2012	\$4,215,000

**Michigan Department of Environmental Quality
State Revolving Fund Green Projects
for Fiscal Year 2012 in Project Priority List Order**

Project No.	Loanee	Location	Description	Green Project Amount	Bind Com Amt	Type of GPR	
						Categorical	Business Case
5513-01	Swift Run DD	Ann Arbor	NPS-Compost Center Basin	\$ 730,000	\$ 730,000	X	
5437-01	Allen Creek DD	Ann Arbor	NPS-Stormwater BMPs (Madison St)	\$ 3,367,450	\$ 3,940,000	X	
5510-01	Allen Creek DD	Ann Arbor	NPS-Stormwater BMPs (4th Ave)	\$ 490,000	\$ 660,000	X	
5511-01	Allen Creek DD	Ann Arbor	NPS-Stormwater BMPs (Willard St)	\$ 610,000	\$ 630,000	X	
5514-01	Malletts Creek DD	Ann Arbor	NPS-Waymarket Basin	\$ 1,030,000	\$ 1,030,000	X	
5441-01	Ann Arbor	Washtenaw Co	WWTP Upgrd Year 1	\$ 4,400,000	\$ 37,000,000		X
5405-01	Delhi Twp	Ingham Co	LS/FM Impr (Ph 3)	\$ 1,499,225	\$ 3,165,000	X	
5404-01	Delhi Twp	Ingham Co	WWTP Impr (Ph 2)	\$ 5,500,000	\$ 5,500,000	X	
5467-01	Benzonia Twp	Benzie Co	New WWTP/CS (Platte Lake)	\$ 1,960,000	\$ 1,960,000	X	
5488-01	Allendale Charter Twp	Ottawa Co	Sludge Handling Impr	\$ 2,325,000	\$ 2,325,000	X	
5355-01	Plainwell	Allegan Co	WWTP Imp; Swr Repl	\$ 2,777,000	\$ 4,215,000	X	
5516-01	Traver Creek DD	Ann Arbor	NPS-Leslie Golf Course SS	\$ 1,050,000	\$ 1,050,000	X	
5507-01	Allen Creek DD	Ann Arbor	NPS-Stormwater BMPs (Dexter Rd)	\$ 230,000	\$ 1,480,000	X	
5506-01	Allen Creek DD	Ann Arbor	NPS-Stormwater BMPs (7th St)	\$ 320,000	\$ 930,000	X	
5515-01	Traver Creek DD	Ann Arbor	NPS-Stormwater BMPs (Leslie Science Center)	\$ 260,000	\$ 260,000	X	
5470-02	Allen Creek DD	Ann Arbor	NPS-Stormwater BMPs (Allen Crk Dr Dist)	\$ 60,000	\$ 60,000	X	
5458-01	Kalamazoo Lake SWA	Allegan Co	WWTP/PS Upgrd	\$ 309,600	\$ 4,305,000	X	
5497-01	Pinckney	Livingston Co	WWTP Aeration	\$ 614,000	\$ 615,000	X	
17	Projects			\$ 27,532,275	\$ 69,240,000		

Michigan Finance Authority (MFA)/Department of Environmental Quality (DEQ)

**FY 2012 FINANCING SCHEDULE
for the State Revolving Fund (SRF), the
Drinking Water Revolving Fund (DWRF) and the
Strategic Water Quality Initiatives Fund (SWQIF)**

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
Part I of Application Due	09/01/2011	11/29/2011	02/17/2012	05/24/2012
Part II Application Due FNSI Clearance Plans & Specs Approved User Charge System Approved	09/23/2011	01/06/2012	03/23/2012	06/15/2012
Bid Ad Published No Later Than	09/23/2011	01/06/2012	03/23/2012	06/15/2012
Part III of Application Due Bid Data Submittal (With Tentative Contract Award)	11/01/2011	02/17/2012	05/04/2012	07/27/2012
DEQ Order of Approval Issued*	11/23/2011	03/12/2012	06/04/2012	08/27/2012
Borrower's Pre-Closing with the MFA	12/05/2011	03/29/2012	06/15/2012	09/07/2012
MFA CLOSING	12/16/2011	04/10/2012	06/26/2012	09/18/2012

*In addition to MFA requirements, all municipal bond sales must be reviewed and approved by the Local Audit and Finance Division of the Michigan Department of Treasury before an Order of Approval can be issued.

AN APPROVABLE APPLICATION FOR A REVOLVING FUND LOAN MUST INCLUDE:

1. A completed revolving fund application (Parts I, II, and III) including all required application information and assurances.
2. A detailed project description, cost breakdown, and project schedule.
3. Financial documentation to demonstrate ability for timely repayment of the loan and other assurances required by the application. (Part I)
4. If applicable, all executed intermunicipal service agreements. (Part II)
5. An approved User Charge System. (Part II)
6. An approved Project Plan. (Part II)
7. A set of plans and specifications suitable for bidding, including DEQ construction permit. (Part II)
8. A certified resolution from the applicant designating an authorized representative. (Part II)
9. Verification that the project has been advertised for bids or other appropriate procurement action. (Part II)

**Delhi Charter Township
Sludge Dewatering and Drying Project - S2 Grant Consideration**

	S2	Local Match	Total
Total Amount Allowable	\$ 1,000,000	\$ 111,111	\$ 1,111,111
Phase I of S2 - 2006 (Digesters)	\$ 501,067	\$ 55,674	\$ 556,741
Phase II S2 2012 (Dryers)			
Approved Proposals	\$ 381,054	\$ 42,345	\$ 423,399
Design Phase II	\$ 40,500	\$ 4,500	\$ 45,000
Balance	\$ 77,379	\$ 8,592	\$ 85,971

Dryers - Breakdown

	Budget	S2 Eligible	Local Match	SRF Eligible
Design Phase I	\$ 445,931	\$ 381,054	\$ 42,339	\$ 22,537
Bid Phase I	\$ 10,080	\$ -	\$ -	\$ 10,080
Design Phase II	\$ 45,000	\$ 40,500	\$ 4,500	\$ -
Bid Phase II	\$ 5,000	\$ -	\$ -	\$ 5,000
Construction Engineering	\$ 204,400	\$ -	\$ -	\$ 204,400
Construction Costs	\$ 4,300,000	\$ -	\$ -	\$ 4,300,000
Contingencies	\$ 489,589	\$ -	\$ -	\$ 489,589
Total	\$ 5,500,000	\$ 421,554	\$ 46,839	\$ 5,031,607

50% Principal Forgiveness \$ 2,515,803

TOTAL COSTS PAID BY PRINCIPAL FORGIVENESS AND S2 GRANT	\$ 2,937,358	53%
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TOTAL TOWNSHIP COSTS (Local Match+50% of SRF Eligible)	\$ 2,562,643	47%
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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.

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 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

Danya 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

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

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

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

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 13, 2012

RE: Farm Land Property Lease between Delhi Charter Township and Michael Webb

Enclosed for your review and approval is a Property Lease between Delhi Charter Township and Michael Webb for the lease of 96.5 acres of farm land on the Publicly Owned Treatment Works (POTW) site.

For over twenty years, the Township has had a lease agreement for most of this land owned by the township in which the land is crop farmed by a local farmer and the Publicly Owned Treatment Works (POTW) is permitted to apply sludge to the land. This relationship provides good use of this agricultural land along with some revenue to the Township's POTW.

Mr. Webb has asked to farm this property again and the lease is at fair market value. Mr. Webb has been accommodating to the Township's requirements and a pleasure to work with and, therefore, I recommend approval of this lease.

Recommended Motion:

To approve the Property Lease between Delhi Charter Township and Michael Webb for a four year term commencing upon execution and expiring December 31, 2015.

INTEROFFICE MEMORANDUM

TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: LAND LEASE FOR AGRICULTURAL OPERATIONS
DATE: JANUARY 10, 2012
COPY TO: JEFF RANES, FILE

In April of 2008, Delhi Charter Township (Delhi) contracted with Michael Webb, the high bidder, to lease 106.5 acres of farm land on the Publicly Owned Treatment Works (POTW) site at a price of \$100 per acre, per year for a term of four years. Subsequently, Delhi negotiated with Mr. Webb to reduce the acreage to 96.5 acres to allow space for a community garden and an alfalfa field.

Mr. Webb currently farms approximately 35% of the permitted acreage for land application in Delhi, not including Delhi's tillable property available for lease. He has proven to be an excellent lessee by demonstrating superior cooperation with the land application providers as well as Delhi employees, resulting in ease of scheduling and overall operation.

For more than a decade, Mr. Webb has made his fields available for Delhi's land application process including the land he has leased from the township for the past four years. Previous lessees have chosen to use commercial fertilizers thus limiting the fields available to Delhi for land application.

The average agricultural land rent per acre for Michigan, Southern Lower Peninsula and District 8 per the 2011 Michigan Land Value and Leasing Rates compiled by Michigan State University Department of Agricultural, Food, and Resource Economics Report No. 642 is as follows.

Region	Field Crop Tiled/Acre	Field Crop Non-Tiled/Acre
Michigan	\$117	\$85
Southern Lower Peninsula	\$126	\$95
District 8 (<i>Delhi Region</i>)	\$110	\$94

Delhi's tillable property would be categorized "Field Crop Non-Tiled", as the limited amount of tile that is located on the property is outdated and provides insufficient quality drainage.

Due to past experiences, cooperation with the land application program and a willingness to increase the rental price to \$115 per acre, which is greater than the "Field Crop Tiled" average price in District 8, I recommend executing a new four-year lease contract with Michael Webb.

I respectfully request that you recommend to the Board at its next meeting a motion to approve a four-year land lease contract for 96.5 township acres at \$115 per acre between Delhi Charter Township and Michael Webb.

PROPERTY LEASE

DELHI CHARTER TOWNSHIP, a Michigan municipal corporation, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter "Lessor") and **MICHAEL WEBB**, whose address is 5351 West Columbia Road, Mason, Michigan 48854 (hereinafter "Lessee") enter into this Lease subject to the following terms and conditions:

1. **PREMISES.** Lessor leases 96.5 acres of property owned by Lessor to Lessee, said property being more particularly described in Exhibit A and incorporated by reference.

2. **TERM OF LEASE.** The term of this Lease shall be for four (4) years commencing upon execution of said Lease and expiring December 31, 2015. In the event that inclement weather prevents crop harvest by the end of the fourth (4th) and final year of the Lease, Lessee will be permitted to harvest without additional rent through the end of February of the year following Lease expiration.

3. **RENT.** Rent shall be in the total amount of Eleven Thousand Ninety-Seven and 50/100 Dollars (\$11,097.50) per year (\$115.00 per acre) per year, and shall be paid on or before December 31 of each lease year commencing in 2012.

4. **USE OF THE LEASED PROPERTY.** Lessee's use of the leased property shall be limited solely to the growing of crops, which shall be accomplished through generally accepted agricultural practices and in compliance with all rules and regulations of the Farm Service Agency. Any proceeds payable by the Farm Service Agency shall belong to Lessee. Lessee will make fields available for biosolids application, contracted by Lessor, and will abide by the attached Management Practices and Restrictions as described in Exhibit B. Application of fertilizer or soil amendment to the leased property is prohibited without prior notification and approval from Lessor.

5. **DAMAGE TO CROPS CAUSED BY LESSOR.** In the event Lessee's crops are destroyed by activities of Lessor, Lessee's damages shall be limited to recovery of Lessee's costs and expenses in said crop(s) at the time of destruction or damage.

6. **INSURANCE AND INDEMNIFICATION.** Lessee shall carry liability insurance and such other insurance as may be required by law pertaining to any and all of Lessee's activities on the premises described above. In addition, Lessee shall indemnify and

hold Lessor harmless regarding any liability, damage, claim or cost (including actual attorney fees) incurred by Lessor as a result of Lessee's activities and the activities of Lessee's employees, agents and servants pertaining to Lessee's use of said property.

7. **EARLY LEASE TERMINATION.** Lessor shall have the right to terminate this Lease without cost or penalty upon providing Lessee at least ninety (90) days advanced written notice of the date Lessor intends to terminate the Lease.

8. **NON-DISCRIMINATION.** Lessee agrees not to discriminate against any 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. It is understood that a breach of this covenant may be regarded as a material breach of this Lease.

9. **NON-EMPLOYEE/CONTRACTOR.** Neither Lessee nor any of Lessee's employees, agents, contractors, or persons under Lessee's control, or subject to Lessee's authority, shall be regarded as or determined to be under the employ of Lessor while providing service on said property or elsewhere.

10. **APPLICATION OF BIOSOLIDS/SITE RESTRICTIONS.** Lessee agrees to permit application of biosolids by Gawne Trucking, Inc. or such other agent of Lessor as Lessor may deem appropriate and site restrictions resulting therefrom.

11. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties, and this Agreement may not be amended, except in writing and signed by the duly authorized representatives of the parties hereto.

LESSOR: **DELHI CHARTER TOWNSHIP,**
a Michigan municipal corporation,

Dated: _____ By: _____
Stuart Goodrich
Its: Supervisor

Dated: _____ And: _____
Evan Hope
Its: Clerk

LESSEE:

Dated: _____

By: _____
Michael Webb

Instrument Prepared By:
J. Richard Robinson, Esq. (P19524)
David M. Revore (P68929)
THRUN LAW FIRM, P.C.
2900 West Road, Suite 400
East Lansing, Michigan 48823
(517) 484-8000

EXHIBIT A

The premises to be leased are comprised of approximately 96.5 acres, formerly known as the Kahres, Kenmore and Ralph Hart Farms, and legally described as follows:

Beginning at the West $\frac{1}{4}$ post of Section 29, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan; thence N $89^{\circ}54'23''$ E 2647.55 feet along the East and West $\frac{1}{4}$ line to the center of said Section 29; thence N $00^{\circ}01'52''$ W 1314.75 feet along the North and South $\frac{1}{4}$ line; thence S $89^{\circ}55'53''$ W 2446.82 feet, South 132.00 feet; thence S $89^{\circ}55'53''$ W 200.00 feet to the West line of said Section 29, South 695.10 feet, along the West line of said Section 29; thence N $88^{\circ}29'30''$ E 230.00 feet, South 323.00 feet; thence S $88^{\circ}29'30''$ W 230.00 feet to the West line of said Section 29, South 165.81 feet along the West line of said Section 9 to the point of beginning. (for 2004: 0.1667 acre parcel split from 29-100-011 and combined with 29-100-003 to create 29-100-012 and remainder 29-100-013) Permanent Parcel Numbers 33-25-05-29-100-013.

And:

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, except beginning on the West section line at a point 1084.98 feet South of the Northwest corner of Section 29, thence N $89^{\circ}55'53''$ E parallel with the South line of North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 255 feet; thence South parallel to the West line 231 feet to a point on said South line; thence S $89^{\circ}55'53''$ W to the West section line, thence North along said Section line to the point of beginning. Also except beginning at the Northwest corner of Section thence South 280 feet to the center of the ditch, S $75^{\circ}40'$ E 559 feet along the centerline of the ditch, easterly 184.7 feet on the centerline of the ditch, North 432 feet to the Section line, West 724.7 feet to the beginning, Section 29, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan. (for 2004: 0.1667 acre parcel split from 29-100-011 and combined with 29-100-003 to create 29-100-012 and remainder 29-100-013) Permanent Parcel Numbers 33-25-05-29-100-013.

And:

Beginning at the Southwest corner of Section 20, thence N $0^{\circ}6'55''$ W on West Section line 659.82 feet, thence N $89^{\circ}50'47''$ E 1319.77 feet, thence S $0^{\circ}06'55''$ E 660.41 feet, thence S $89^{\circ}52'20''$ W 1319.77 feet on South Section line to point of beginning, Section 20 Town 3 North, Range 2 West 20 acres plus or minus, Delhi Township, Ingham County, Michigan (Split From 33-25-05-20-300-005 for 2002 Roll). Permanent Parcel Numbers 33-25-05-20-300-007.

EXHIBIT B

Management Practices and Restrictions

- A person shall not apply bulk biosolids to the land if it is likely to adversely affect a threatened or endangered species listed under section 36503 of the act or its designated critical habitat.
- A person shall not apply bulk biosolids to agricultural land, a forest, a public contact site, or a reclamation site that is flooded, saturated with water, frozen, or snow-covered so that the bulk biosolids enter a wetland or other waters of the state.
- A person may subsurface inject bulk biosolids on frozen or snow-covered ground as long as there is substantial soil coverage of the applied biosolids. A person shall not surface apply bulk biosolids, other than exceptional quality biosolids, on frozen or snow-covered ground unless otherwise approved by the department.
- A person shall not apply bulk biosolids on lands having a slope of more than 6% for surface application or more than 12% for subsurface injected biosolids, unless the person uses the bulk biosolids in accordance with a department-approved site management plan.
- A person shall apply bulk biosolids to agricultural land, a forest, a public contact site, or a reclamation site at an application rate that is equal to, or less than, the agronomic rate, unless the person that applies bulk biosolids in accordance with a department-approved site management plan.
- A person that applies biosolids shall perform soil fertility tests on soils sampled from each application site before initial biosolids application. The person shall resample and test on a regular basis so that the last soil fertility test is not more than 2 years old at the time of the next biosolids application.
- For agricultural land, a person shall apply biosolids in accordance with agronomic rates. If the Bray P1 soil test level exceeds 300 pounds (P) per acre (150 ppm), or if the Mehlich 3 soil test level exceeds 340 pounds (P) per acre (170 ppm) in site soils, then the person shall not apply biosolids until the soil P test level decreases to less than 1 of these values.
- A person shall apply biosolids in a manner that would maintain, at a minimum, a 30-inch separation distance between the soil surface and the groundwater at the time of biosolids application.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2012

RE: Agreement Extension for the Removal, Transportation and Land Application of Wastewater Biosolids

Enclosed for your review and approval is an Agreement Extension for the Removal, Transportation and Land Application of Wastewater Biosolids from Gawne Trucking, Inc. for a one year period at \$0.0310 per gallon.

Gawne Trucking, Inc. provided the Township with removal, transportation and land application of the wastewater treatment plant's biosolids in 2011. They are willing to provide the Township with a one year extension for 2012 at the 2011 price of \$0.0310 per gallon. According to POTW staff Gawne Trucking provided excellent service during 2011 and, therefore, recommend approving the one-year extension from Gawne Trucking, Inc. for biosolids land application services.

Recommended Motion:

To approve the Agreement Extension for the Removal, Transportation and Land Application of Wastewater Biosolids from Gawne Trucking, Inc. for a term of one year at \$0.0310 per gallon.



DELHI CHARTER TOWNSHIP

2074 AURELIUS ROAD
PHONE: (517) 694-2136

HOLT, MICHIGAN 48842-6320
FAX: (517) 268-3069

DELHI CHARTER TOWNSHIP – EXTENSION

It is by mutual agreement that Gawne Trucking, Inc., whose address is P.O. Box 84, Charlotte, MI 48813 and Delhi Charter Township of 5961 McCue Road, Holt, MI 48842 desires to extend their current contract with the following amendments to the contract dated April 19, 2011.

Article IV – Term of Agreement

This extension shall be for one (1) year from April 19, 2012 to April 19, 2013, inclusive.

All other terms and conditions of said contract will remain as previously written.

Agreed to this _____, 2012 by the following parties:

Signed, sealed and delivered
In the presence of:

And:

Signed, sealed and delivered
In the presence of:

Delhi Charter Township

By: _____

Its: Stuart Goodrich, Supervisor

By: _____

Its: Evan Hope, Clerk

Gawne Trucking, Inc.

By: _____

Its: Jamie Gawne, Owner

PROPOSAL FOR REMOVAL, TRANSPORTATION, AND LAND APPLICATION OF WASTEWATER BIOSOLIDS

The Removal, Transportation, Land Application, of Wastewater Biosolids Agreement (the "Agreement"), dated as of April 19, 2011 between the Delhi Charter Township, a Michigan municipal corporation, whose address is 2074 Aurelius Rd., Holt, MI 48842 (the "Client"), and Gawne Trucking, Inc. a Michigan corporation whose address is P.O. Box 84, Charlotte, MI 48813.

RECITALS:

WHEREAS, the CLIENT is the owner of a wastewater treatment plant; and

WHEREAS, the CLIENT desires to engage Gawne Trucking, Inc. to remove, transport, land apply the wastewater biosolids and Gawne Trucking, Inc. desires to accept such engagement, all upon the terms and conditions hereafter set forth: and

WHEREAS, the CLIENT is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I – RESPOSIBILITIES OF GAWNE TRUCKING

Overall Management Gawne Trucking, Inc. shall provide the necessary management services in accordance with federal, state, and local regulations for the transportation and beneficial land application of wastewater biosolids from the CLIENT's facilities. Gawne Trucking, Inc. shall abide by and observe all federal 40 CFR Part 503 and state of Michigan Department of Environmental Quality (MDEQ) requirements, which pertain to the "application" of biosolids.

Acceptance of Biosolids Gawne Trucking, Inc. shall accept from the CLIENT biosolids that are suitable for beneficial use in a land application program under federal, state, and local regulations and that meets the requirement for PSRP (Class B) treatment as determined by applicable federal, state and local regulations. The acceptance of biosoids by Gawne Trucking, Inc. does not release the CLIENT from the ultimate responsibility for the biosolids under federal, state, or local statutes.

Biosolids Loading and Transport Gawne Trucking, Inc. shall provide the necessary labor and equipment to efficiently and safely load biosolids into transport vehicles, to transport the biosolids to MDEQ approved application sites, and to land apply the biosolids to suitable farmland sites in accordance with federal, state and local regulations.

Determination of Quantity Removed Gawne Trucking, Inc. shall provide CLIENT a duplicate copy of load sheets which detail the following items:

- date and time of land application
- operator name or identification
- date and time the operator arrives and departs the field
- gallons of biosolids land applied and acres used during each day of land application
- farmer name and approved field identification number and the acreage acceptable for use in the field

One copy of the load sheet(s) will stay with the CLIENT plant manager and the other will remain with Gawne Trucking, Inc. Gallons shall be calculated from CLIENT's level meters in storage tank.

Land Application of Biosolids Gawne Trucking, Inc. shall provide the labor and equipment to properly apply the biosolids to suitable application sites at agronomic rates in accordance with all applicable federal, state and local regulations. Application of biosolids shall conform to all applicable federal (EPA 40 CFR part 503 regulations), state (MDEQ) and local regulations. The biosolids will be subsurface injected using sewage sludge applicators equipped with a pressure vacuum application system or equivalent.

Agronomic Services Gawne Trucking, Inc. shall provide agronomic management services that include the location of suitable farmland application sites. Application sites will meet the requirements for land application sites in accordance with applicable federal, state and local regulations for the use and disposal of biosolids. Proposed farmland application sites shall be properly documented, and at a minimum shall include the following:

- landowner agreement form
- soil analyses and fertilizer recommendations for proposed crop
- site identification form for proposed sludge application rates
- plat maps indicating location and ownership of property
- ASCS map indicating application area (if available)
- SCS soil survey map indication soil types, slope, and drainage class
- other relative sludge analyses, soil analyses or cropping information

Regulatory Reports Gawne Trucking, Inc. shall keep on file, all required federal or state reports, applicable to the biosolids land application program. These records shall be made available by Gawne Trucking, Inc. when required by federal, state and local representatives.

Laboratory Analyses and Permits Gawne Trucking, Inc. shall recognize all laboratory analyses for total metals and nutrients on samples of biosolids prior to removal from the WWTP, in accordance with Part 24 of the Biosolids Rules for Land Application. Gawne Trucking, Inc. shall be responsible for land applying biosolids at agronomic rates based on soil fertility analyses associated with each field. These soil fertility results shall be kept on file and made available by Gawne Trucking when required by federal, state, and local representatives. These records shall be maintained through the term of this Agreement.

Review of Operations Gawne Trucking, Inc. shall allow CLIENT representatives to monitor any daily operation with respect to loading, transportation, and the application of biosolids, and shall allow CLIENT to inspect proposed land application sites used for the application of biosolids.

Emergency Response In the event of a spill or regulatory problem involving biosolids from the CLIENT's facility, Gawne Trucking, Inc. shall promptly notify the CLIENT. Gawne Trucking, Inc. shall provide for the prompt clean up of any spill. In the event that such events are attributed to Gawne Trucking, Inc.'s negligence, Gawne Trucking, Inc. shall reimburse CLIENT for any costs of cleaning up spills, which at CLIENT's option, are cleaned up by CLIENT.

Non-Routine Services Additional Non-Routine Services, not considered routine under this agreement or required by the applicable regulatory agencies (including a change in regulatory requirements) or required as result of flood, fire, Act of God or another force majeure, act of war, civil disturbance, or other event or circumstance beyond Gawne Trucking, Inc.'s control, including land application during inclimate winter weather conditions such that the land application of biosolids would exceed federal, state, or local regulatory requirements, or the need to implement alternative disposal method (collectively, "Non-Routine Services"), are not included in the Standard Services. Gawne Trucking, Inc. will assist the CLIENT in obtaining or providing, or Gawne Trucking, Inc. will obtain and provide, the services so required, and Gawne Trucking, Inc. will be paid for such Non-Routine Services in accordance with (Article III).

Good Faith In the event Gawne Trucking, Inc. is unable to remove and land apply the CLIENT's biosolids because changes in the biosolids make it unfit for utilization on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or if unfavorable climatic or agronomic conditions have impeded efforts by Gawne Trucking, Inc. to faithfully dispose of the biosolids as contemplated by this proposal, or as the result of strikes, Acts of God, or other occurrences not reasonable within the province and control of Gawne Trucking, Inc. Gawne Trucking, Inc. shall not be liable for any additional costs incurred by CLIENT, and Gawne Trucking, Inc. will not be deemed in default under this proposal unless thirty (30) days after the impediment has been resolved or eliminated Gawne Trucking, Inc. fails or refuses to remove biosolids tendered to it. In the event Gawne Trucking, Inc. cannot land apply the biosolids, Gawne Trucking, Inc. shall haul and dispose of the biosolids at an approved alternate site.

Performance of Duties and Obligations Gawne Trucking, Inc. shall exercise due care in performing its obligations and duties under this Agreement normally and reasonably provided with respect to similar contract services, but Gawne Trucking, Inc. makes no warranty, express or implied, with respect to any services performed hereunder. Gawne Trucking, Inc. shall not be liable for any claim, damage, cost or expense (including attorney fees) caused by malfunction or failure of the Facilities or any component thereof or other liability or loss not directly and solely caused by the negligent acts, errors, or omissions of Gawne Trucking, Inc. Gawne Trucking, Inc. shall, in no event, be liable for indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue and loss of Facilities, whether such loss arises out of any error or agreement or is based upon contract, negligence, or any other cause of action.

Insurance Gawne Trucking, Inc. shall provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Workers compensation Insurance in compliance with the statues of the Sate of Michigan which has jurisdiction of Gawne Trucking, Inc. employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);
- (b) General Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including the broad form property damage endorsements; and
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (1,000,000).
- (d) Pollution Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including the broad form property damage endorsement;

Proprietary Rights All biosolids disposal records, data, and information, including, but not limited to, operation reports, land records, laboratory data, upon termination of this Agreement, shall remain the property of the CLIENT.

Indemnification Gawne Trucking, Inc. shall indemnify, protect, and hold CLIENT, its employees, and agents harmless from and against all liability, claims, demands, losses, damages, cost, or expenses caused by malfunction or failure of the Facilities or and components thereof or other liability or loss, including injury, death , or damages to any person or property, related in any way to the performance of this Agreement to the extent such liability, claims, demands, losses, damages, costs or expenses are caused directly and solely by the negligent acts, errors, or omissions, or the willful misconduct of Gawne Trucking, Inc. This provision shall survive the termination of this agreement.

Environmental CLIENT and Gawne Trucking, Inc. understand and agree that neither this Agreement nor the performance hereof by Gawne Trucking, Inc. shall render Gawne Trucking, Inc. an "owner" or "operator" of the Facilities as those terms are used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, and the comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., or similar federal, state, or local environmental legislation and Gawne Trucking, Inc. liability shall remain limited as defined is the Agreement.

ARTICLE II – RESPONSIBILITY OF THE CLIENT

Basic Client Responsibilities As part of this Agreement, CLIENT agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by Gawne Trucking, Inc., including, without limitation, the following:

Ingress and Egress CLIENT will allow ingress and egress to Gawne Trucking, Inc. to facilitate the removal of biosolids from the CLIENT's facility and shall include like areas, gates and access roadways as applicable.

Biosolids Tender The CLIENT shall tender all biosolids to Gawne Trucking, Inc. that are generated at CLIENT's facility and are suitable for land application on agricultural land as specified in the scope of this Agreement.

Relative Knowledge CLIENT shall provide all necessary information to Gawne Trucking, Inc. relative to the generation and composition of the biosolids that are to be land applied. The CLIENT agrees to provide copies of all applicable permits or approvals obtained from regulatory agencies to Gawne Trucking, Inc. that are applicable to the scope of work contemplated herein.

Biosolids Quality The CLIENT shall provide, non-hazardous, stabilized biosolids to Gawne Trucking, Inc. that are acceptable for land application and that meet the minimum PSRP (Class B) treatment criteria for pathogen reduction requirements. The CLIENT agrees and hereby certifies that none of the materials to be provided to Gawne Trucking, Inc. under this Agreement shall constitute hazardous waste under federal, state or local law, as these laws may be amended from time to time. The CLIENT certifies that it will not combine or mix hazardous waste with the material to be provided to Gawne Trucking, Inc. under this Agreement.

Laboratory Testing of Biosolids The CLIENT shall be responsible for any and all biosolids analysis in addition to that provided by Gawne Trucking, Inc. in (Article I).

Valid Permits The CLIENT shall be responsible for, and maintain, all required federal, state and local biosolids management permits (i.e. MDEQ RMP, US-EPA biosolids management permit, US-EPA NPDES permit) as required by federal, state or local regulations. The CLIENT shall abide by and shall have responsibilities as the "preparer" of the biosolids under the requirements of 40 CFR Part 503. The CLIENT shall be responsible for the MDEQ imposed annual biosolids land application fee.

Indemnification of Gawne Trucking, Inc. The CLIENT shall indemnify, protect, and hold Gawne Trucking, Inc., its employees, and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) related in any way to the performance of this Agreement or the operation of the Facilities to the extent such liability, claims, demands, losses, damages, costs, or expenses are not caused directly and solely by the negligent acts, errors, or omissions, or the willful misconduct of Gawne Trucking, Inc. This Provision shall survive the termination of this Agreement.

ARTICLE III – COMPENSATION

Standard Services As compensation for all services rendered by Gawne Trucking, Inc. hereunder (the “Standard Services”), the CLIENT shall pay Gawne Trucking, Inc. commencing with the effective date as follows, with this contract being for a one (1) year period:

LAND APPLICATION

PRICE PER GALLON

Year 1

\$0.031/gallon

Cost of Living The compensation for Standard Services provided in (Article III) of this Agreement shall be reviewed annually on or before the anniversary of the Effective Date and shall be adjusted by the Detroit cost of living index to account for inflation.

Non-Routine Services Costs for Non-Routine Services provided by Gawne Trucking, Inc. shall be paid by CLIENT to Gawne Trucking, Inc. in accordance with terms mutually agreed by Gawne Trucking, Inc. and the CLIENT. A detailed scope of work and cost estimate for such Non-Routine Services will be provided to the CLIENT by Gawne Trucking, Inc., and written authorization to proceed shall be required by Gawne Trucking, Inc. before such services are initiated.

Digester or Tank Cleaning At the request of the CLIENT, Gawne Trucking, Inc. may provide confined space Digester or tank cleaning services to remove accumulated biosolids for subsequent land application at the unit rate of \$300 per hour of time spent inside the structure. The unit rate for pumping only services, without any land application services, and without confined space option shall be billed at \$100 per hour plus the appropriate unit rate per gallon for land application of the biosolids.

Late Payments Gawne Trucking, Inc. shall invoice for services rendered herein weekly. Any balance not sent, within thirty (30) calendar days from the invoice date, shall carry interest at the rate of one (1%) per month on the unpaid balance.

ARTICLE IV – TERM OF AGREEMENT

Term This Agreement shall remain in full force and effect for one (1) year from the effective date.

Extensions The term of this Agreement may be extended if so mutually agreed upon by the CLIENT and Gawne Trucking, Inc.

ARTICLE V – TERMINATION

Termination By CLIENT This Agreement may be terminated upon thirty (30) days written notice given by CLIENT to Gawne Trucking, Inc. for default by Gawne Trucking, Inc.. In the event of a default by Gawne Trucking, Inc., this Agreement shall not be terminated if Gawne Trucking, Inc. cures the default within such thirty (30) day period.

Termination By Gawne Trucking, Inc. This Agreement may be terminated upon thirty (30) days written notice given by Gawne Trucking to CLIENT for default by CLIENT. In the event of a default by CLIENT, this Agreement shall not be terminated if CLIENT cures the default within such thirty (30) day period.

ARTICLE VI – MISCELLANEOUS

Assignment This Agreement may not be assigned by either party hereto; provided that Gawne Trucking, Inc. may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporation assumes Gawne Trucking, Inc. obligations hereunder; or b) in connection with a merger or consolidation involving Gawne Trucking, Inc. or a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes Gawne Trucking, Inc. obligations thereunder.

Entire Agreement This Agreement, together with the proposal dated 4-28-11 submitted by Gawne Trucking, Inc. to the CLIENT, represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties. Notwithstanding the foregoing, if there is any inconsistency or conflict in the terms of the Proposal and the terms of this Agreement, this the terms of this Agreement shall control and the inconsistent or conflicting terms of the Proposal shall be of no effect.

Notices Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to Gawne Trucking, Inc., Attention: Jamie Gawne, Owner, and to CLIENT, Attention: John Elsinga, Township Manager at the addresse set forth for each in the opening paragraph of this Agreement.

Claims and Rights No waiver, discharge, or renunciation of any claim or right of Gawne Trucking, Inc. arising out of breach of this Agreement by CLIENT shall be effective unless in writing signed by Gawne Trucking, Inc. and supported by separate consideration.

Captions The captions or headings of the various Articles and Sections of the agreement are for convenience only and they shall be ignored in interpreting this Agreement.

Governing Law This Agreement shall be deemed to have been made in Ingham County, Michigan, and shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Arbitration Any dispute arising pursuant to this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association, the award of the Arbitrator to be final and binding on the parties. Judgment upon any award rendered may be entered in any court having jurisdiction.

Authority to Contract Each party warrants and represents that it has authority to enter into this Agreement. CLIENT warrants, represents, and certifies that it has appropriate funds available for payments to Gawne Trucking, Inc. required by this Agreement. If CLIENT is unable to provide appropriate funds, Gawne Trucking, Inc. shall have the option of terminating this Agreement in accordance with (Article V).

Modifications This Agreement may not be modified or amended except in writing, expressly stating that it is intended to modify or amend this Agreement and signed by both parties.

Civil Rights Gawne Trucking, Inc. and its subcontractors shall not 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. A breach of this requirement may be regarded as a material breach of the Agreement.

IN WITNESS WHEREOF, Gawne Trucking, Inc., by its duly authorized OFFICER, and CLIENT, by its duly authorized agent, have executed this Agreement as of the date and year first above written.

WITNESSES:

By: Wendy Sheehan

Its: Asst. Sup Mgr. HR

CLIENT

By: John G. Elsinga
John Elsinga

Its: Township Manager

By: Mr. James

Its: Chief Plant Operator

Gawne Trucking, Inc.

By: Jamie Gawne
Jamie Gawne

Its: Owner