

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON DECEMBER 4, 2012**

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The members of the Delhi Charter Township Committee of the Whole met on Tuesday, December 4, 2012 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Davis called the meeting to order at 6:30 p.m.

Members Present: Supervisor C.J. Davis, Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: None

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

**BUSINESS**

**DEPARTMENT OF PUBLIC SERVICES – NOVEMBER ACTIVITY REPORT**

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Sandra Diorka, Director of Public Services, reported on the highlights of the November Department of Public Services Activity Report (ATTACHMENT I).

Ms. Diorka gave a brief summary of the Department of Public Services for the new and returning Board members.

**PARKS AND RECREATION DEPARTMENT UPDATE**

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Mark Jenks, Director of Parks and Recreation, gave a brief summary of the Parks and Recreation Department for the new and returning Board members.

**NON-MOTORIZED TRANSPORTATION PLAN UPDATE – NORTH CONNECTOR TRAIL**

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Tracy Miller, Director of Community Development, gave an update on the Non-Motorized Transportation Plan – North Connector Trail. Ms. Miller stated that this trail will connect the Willoughby Road trail end to the Lansing River Walk Trail at Jolly and Aurelius Roads. The trail will go under I-96 adjacent to the Sycamore Creek. Because of the location, a section of the trail at times will be under water, at such times that section of the trail will be closed; however, Ms. Miller stated that this location was the best option to get the trail across I-96. Boardwalks will have to be constructed at certain points of this trail as it passes through the wetlands.

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Ms. Miller stated that the Township received two grants to fund this project. One in the amount of \$1,447,000 from the Michigan Department of Transportation (MDOT) under transportation improvement dollars. These funds can only be used for non-motorized transportation or enhancement projects, they cannot be used for road improvements.

The other source of funding was from a Michigan Department of Natural Resources (DNR) Trust Fund grant in the amount of \$300,000. The Township's match for this project is \$1,200,000 which will have to be bonded for. A Notice of Intent to Issue Bonds was passed by the Board on June 19, 2012 which informed the public that the Township intends to incur debt in order to finance the match for this project. At the January 15, 2013 Board of Trustees meeting, the Board will be presented with a resolution for approval to issue the bonds. It is expected that the Downtown Development Authority will agree to service this debt.

Ms. Miller stated that because of the complexity of this project it is difficult to estimate the cost to construct this portion of the trail. Additionally, all of the funds have to be obligated now even though the project has not been sent out to bid. It is estimated that total project costs will come in around \$2,700,000 to \$2,900,000 with approximately \$250,000 to \$350,000 to be funded by the Township. This amount will not be part of the bond.

The DNR Trust Fund Agreement will be presented to the Board for consideration at the January 15, 2013 Board of Trustees meeting. At a subsequent meeting, an Inter-Local Road Agreement with the Ingham County Department of Transportation and Roads (ICDTR) will be presented. The agreement is necessary as the Township is not the actual grantee for the MDOT funds (the funds have to go to an Act 51 Agency, which is the ICDTR).

Ms. Miller cautioned that there is a slight possibility that the project would not pass the MDOT grade inspection; however, it is unlikely. After grade inspection approval the project will be put out to bid with an anticipated construction start date of mid May 2013. It was noted that MDOT will select the contractor for this project; the Township will continue to work with C2AE for construction observation.

Twp. Mgr. Elsinga stated that obtaining easements will cost approximately \$25,000 to \$50,000; it is required to obtain the easements in advance. Twp. Mgr. Elsinga further stated that the Township had hoped for \$500,000 from the DNR Trust Fund Grant; however, DNR reduced the maximum grant award to \$300,000 causing a \$200,000 gap. Along with a \$150,000 contingency, the Township will be responsible for \$350,000 (10% of the project cost) which can be obtained from the Fiscal Year 2013 Fund Balance. Twp. Mgr. Elsinga stated that this expense will not jeopardize the minimum requirements to the General Fund Balance (as per Policy No. 126 approved on December 5, 2006).

It was asked what reasons could prohibit the project from passing grade inspection. Ms. Miller stated that not obtaining an easement; if design exceptions could not be obtained

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in order to fit the trail within the road right-of-way; if the Army Corp of Engineers did not approve their portion of the Township's joint permit, to name a few. Ms. Miller stated that she does not expect this to happen as the Township has been working with all entities concerned, but she did want the Board to be aware that it could be a possibility.

Stanley Enhis asked how far south the trail currently extends. Ms. Miller stated that the trail runs along Depot Street to Holt Road. It is anticipated that the trail will eventually connect to the Hayhoe Trail in Mason.

**PUBLIC COMMENT** – There were no comments from the public.

**ADJOURNMENT**

Meeting adjourned at 7:22 p.m.

Date: December 18, 2012

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Evan Hope, Township Clerk

Date: December 18, 2012

\_\_\_\_\_  
C.J. Davis, Supervisor

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SUBJECT TO APPROVAL

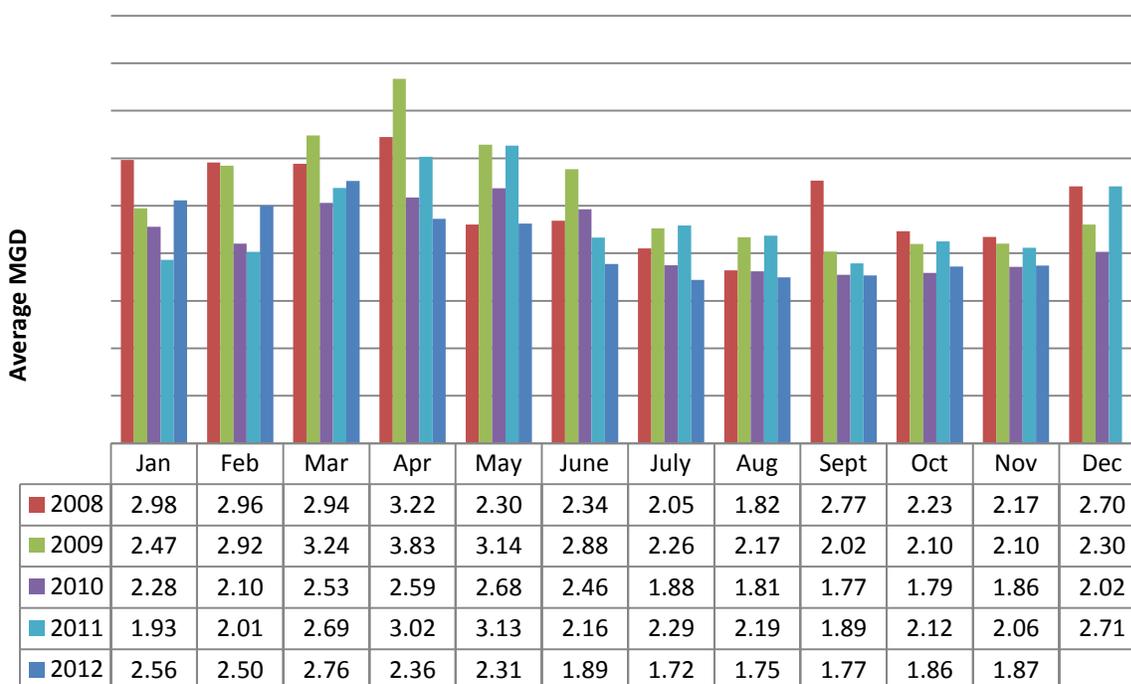


## DEPARTMENT OF PUBLIC SERVICES

### Monthly Report

### November 2012

#### Effluent Flow Data – (Average MGD)

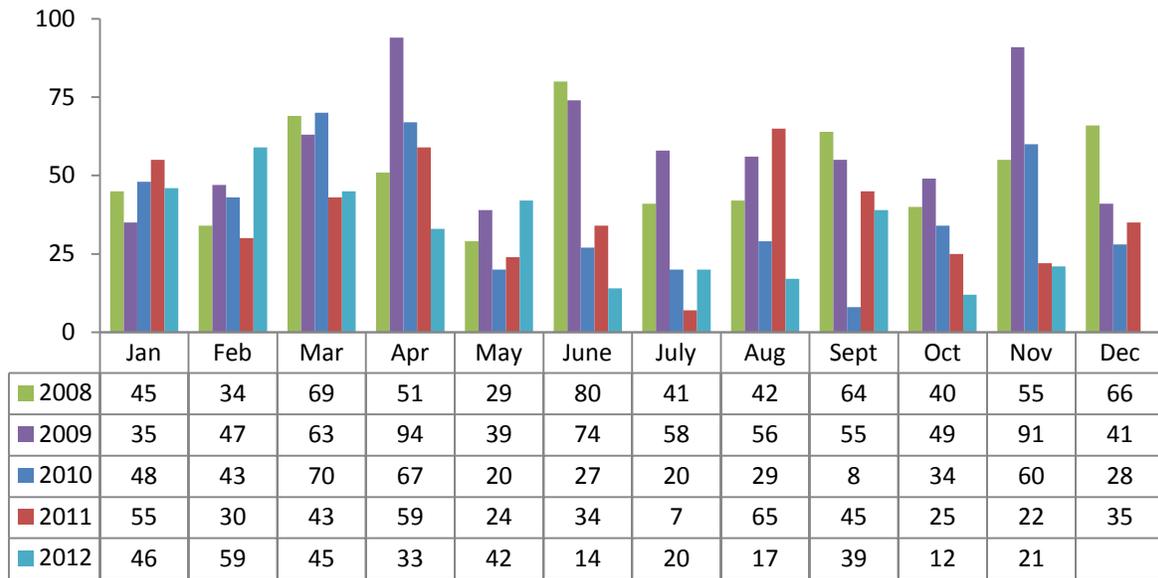


#### Laboratory Testing and Quality Control – Quality Assurance Program

Tests Run For		% Passing
Permit Compliance	229	
Process Control	1793	
Quality Control	110	95%
Check Samples	7	100%
DMRQA-Study 30 Proficiency		
Miscellaneous Sampling	4	
<b>Totals</b>	<b>2143</b>	<b>98%</b>

## Maintenance

### WORK ORDERS



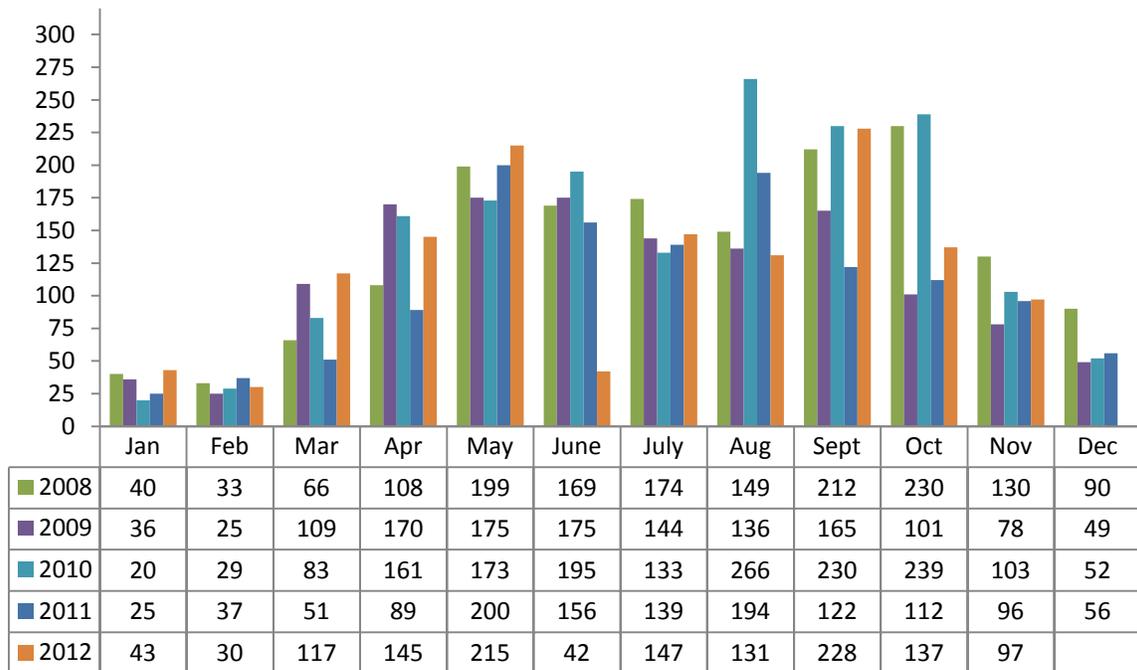
*Note: Work order totals do not include monthly, weekly and daily preventive maintenance tasks. Work orders are down this month due to equipment start-up on construction project.*

- Inspected the decorative streetlights for burned out bulbs and replaced as necessary
- Holiday banners were installed on the decorative streetlight poles
- Installed lights and decorations on the light poles in the DDA District and various other DDA properties in preparation for the Holiday season
- The CSC tree was prepared for the annual tree lighting ceremony
- Set up and tore down election equipment for the Presidential election
- Cleaned out back barn at the maintenance facility to make room for storing salt
- Inspected all township gensets
- Checked and recorded fire suppression minute meter run times at CSC in Fire Department basement training room

## Training

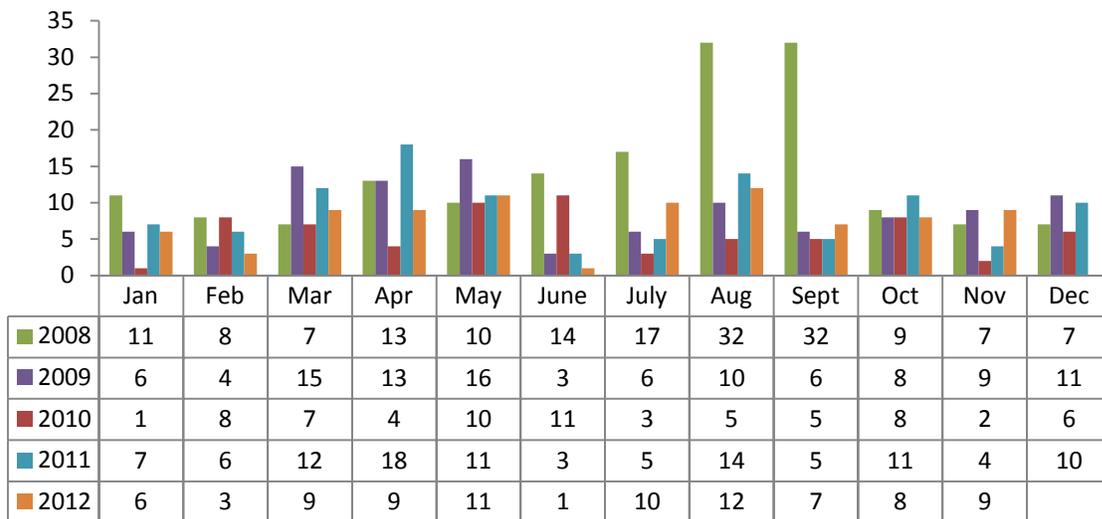
Date	# of Employees Attended	Training Course Description
10/30/2012	2	MWEA Health & Safety Seminar

## Miss Digs Performed

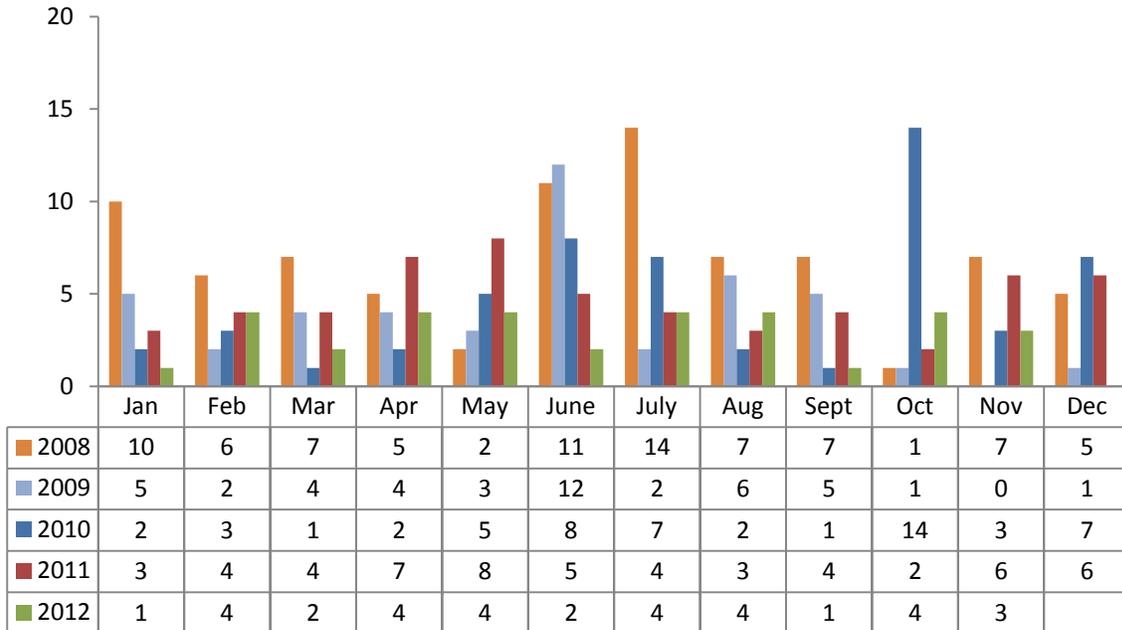


## Unscheduled Service Calls

### COMPLAINTS (Received During Business Hours)

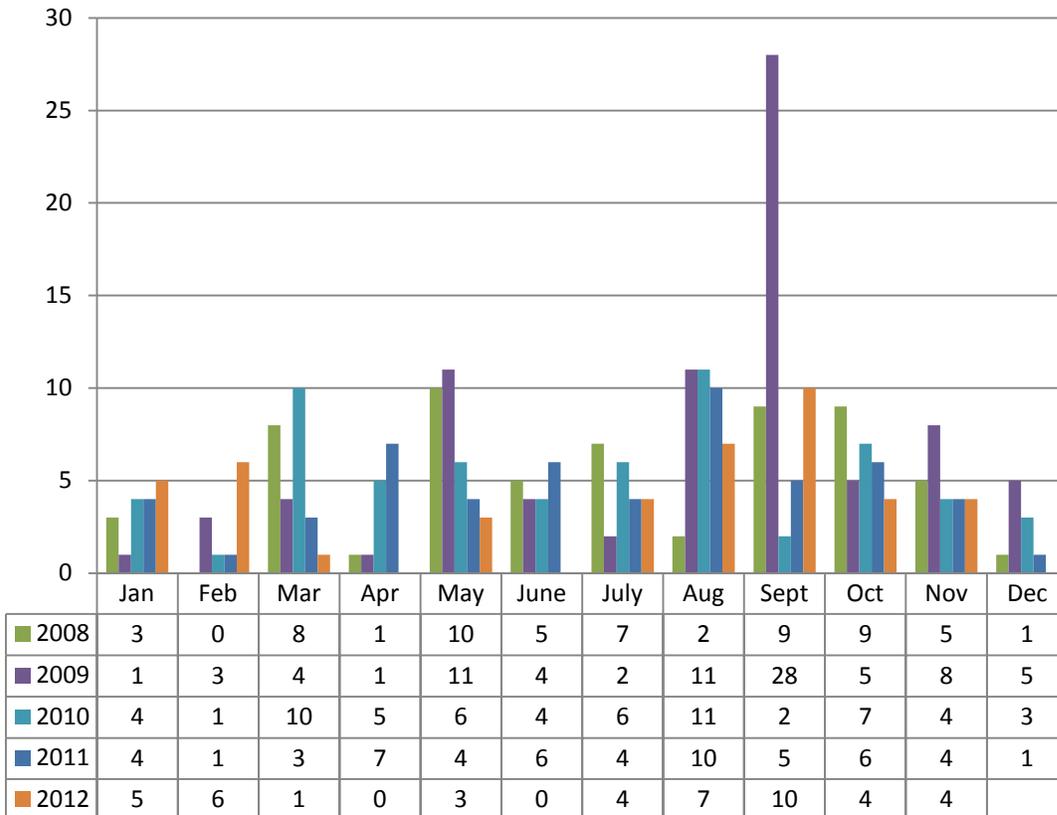


**CALL OUTS**  
(Received After Business Hours)



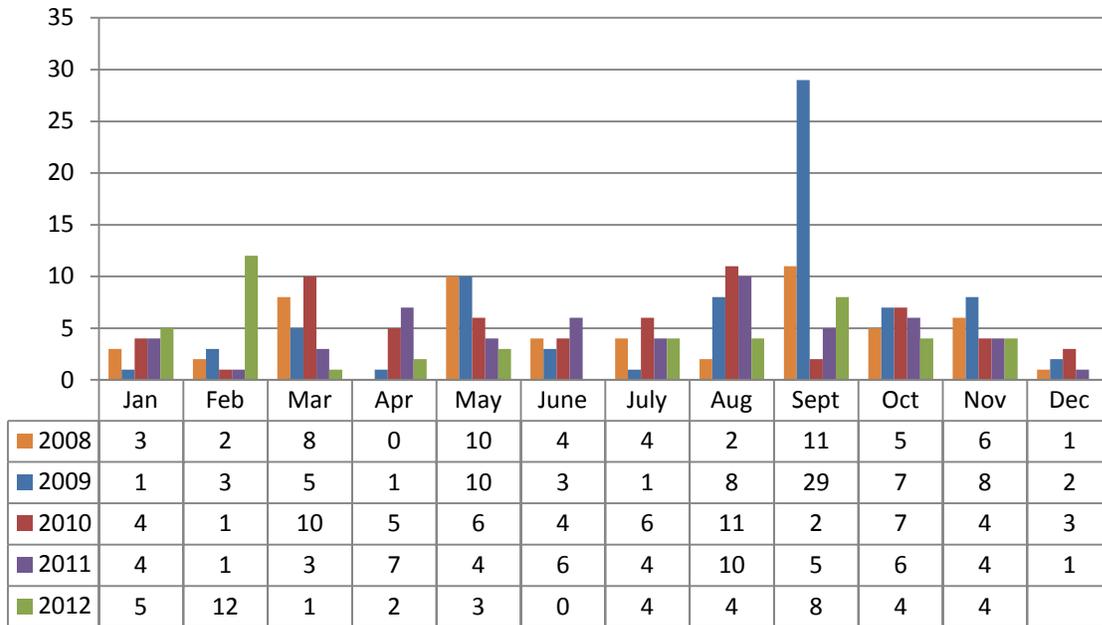
**Sanitary Sewer Permits Issued**

**PERMITS ISSUED**

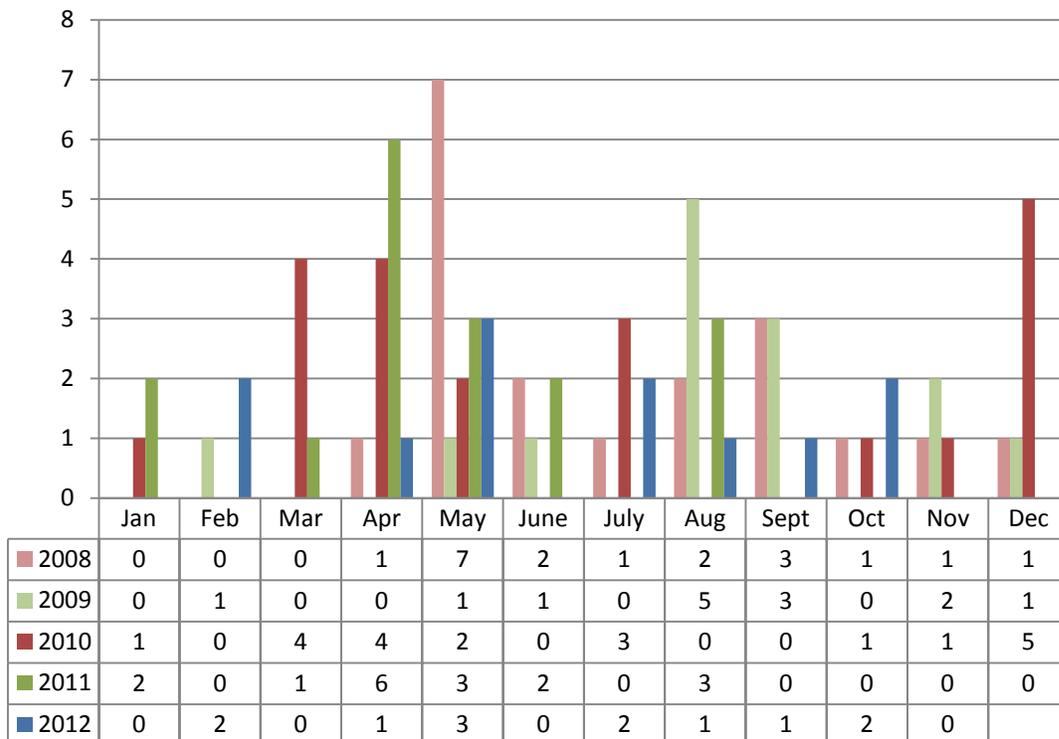


# Sanitary/Storm Sewer Inspections Performed

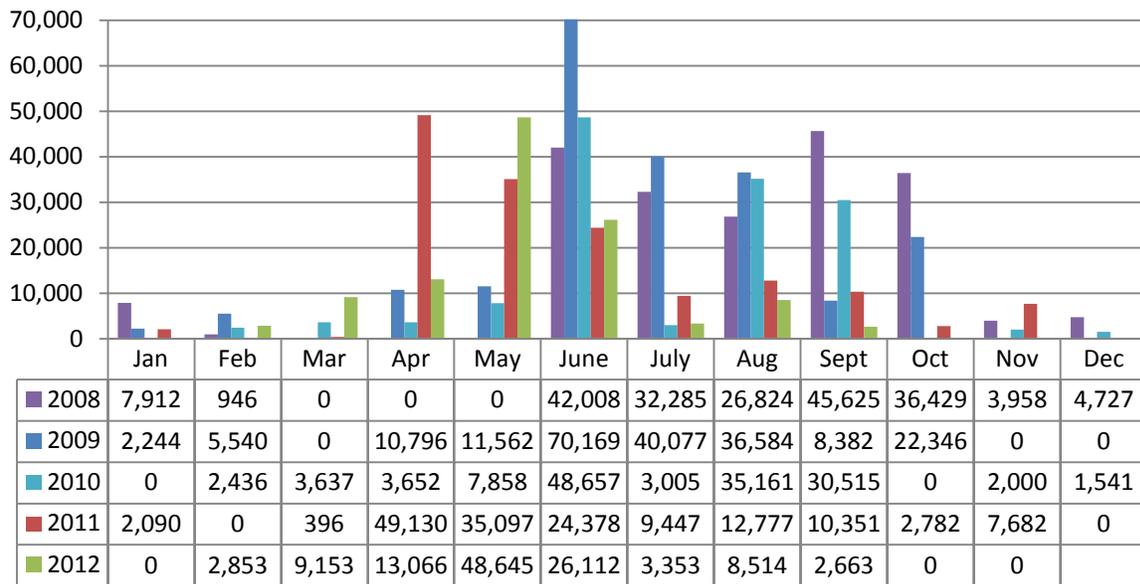
## SANITARY SEWER INSPECTIONS



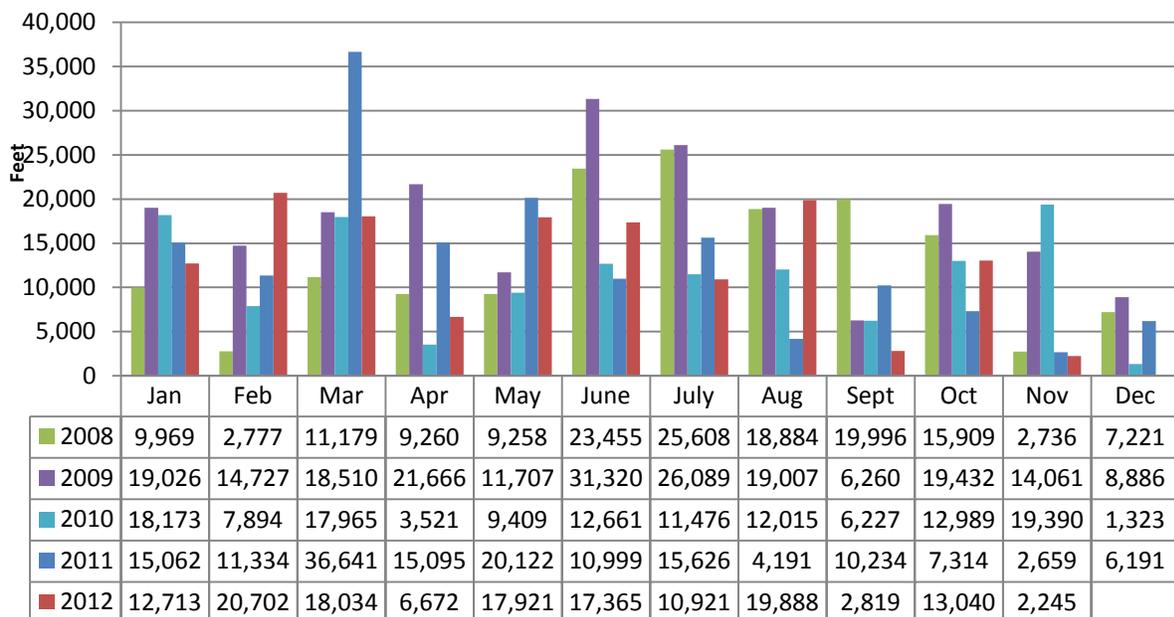
## STORM SEWER INSPECTIONS



## Feet of Sanitary Sewer Cleaned (Vactor Truck Work)

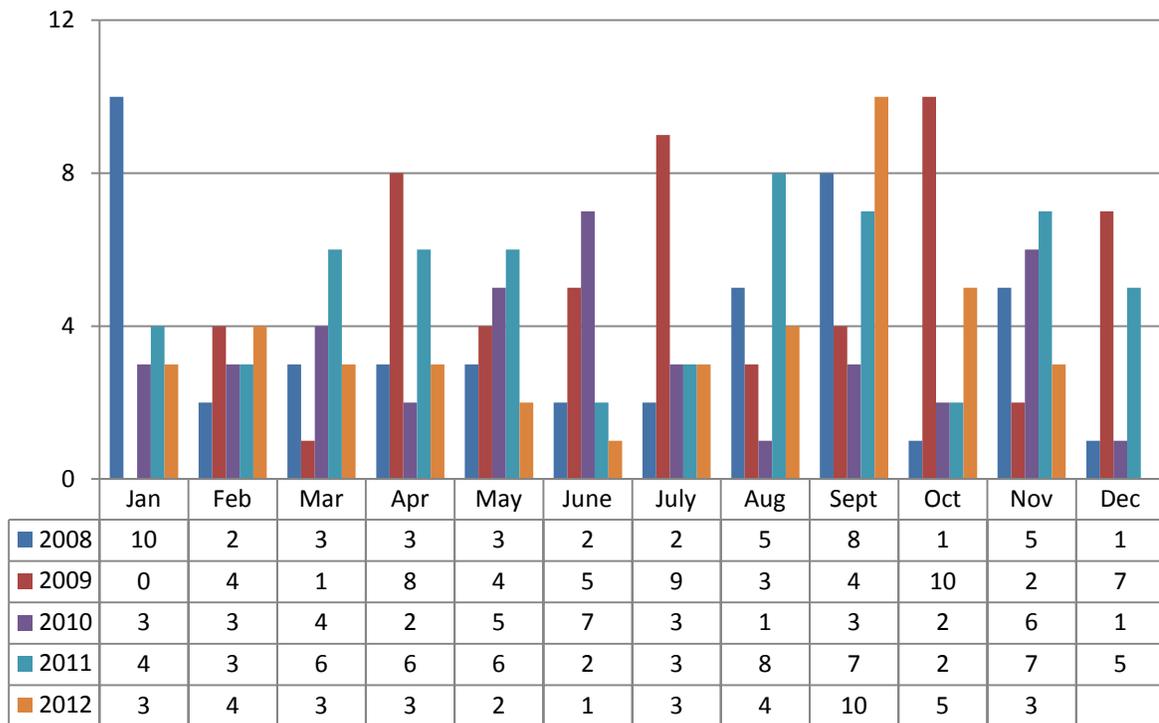


## Feet of Sanitary Sewer Televised (Camera Truck Work)



## Cemetery

### BURIALS



- Installed one (1) headstone foundation
- Performed two (2) Niche openings in November

## Community Outreach

Gill participated in the annual Silver Bells in the City parade in downtown Lansing on Friday, November 16 and Mason's Electric Light parade held on Friday, November 23.

## Construction Project

One of the two new screens installed at the POTW headworks is now in service. The screen is collecting a lot of debris that previously floated in the primary clarifier and clogged the heat exchanger at the digester complex. The second screen is scheduled for start-up in December.

Start-up of the new pumps and the ECO2 system at Lift Station D has begun. The old pumps are currently being reworked with new equipment.

The new force main was put in service this month.

Most of the site restoration at all three job locations are complete. Training on the new equipment for the POTW screen project and at Lift Station D is on-going as each piece of equipment is started up. Punch lists items are being addressed to reach the substantial completion phase of the project.

## Industrial Pretreatment Program

November IPP Activities	Date	
<b>Review/Approval</b>		
building plan approval	11/06/12	2775 Eaton Rapids Rd, McDonald's
building plan approval	11/06/12	2424 S Washington Rd, Holt Christian Church
building plan approval	11/07/12	1365 Cedar St, Orchid Orthopedic
building plan approval	11/20/12	2556 Alamo Dr, Eyde Construction
building plan approval	11/21/12	2040 Aurelius Ste 6, Regional Medical Clinic

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON DECEMBER 4, 2012**

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The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, December 4, 2012 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Members Present: Supervisor C.J. Davis, Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: None

Others Present: John Elsinga, Township Manager  
Jim Felton, Director of Information Technology  
Mark Jenks, Director of Parks & Recreation  
Sandra Diorka, Director of Public Services  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC** – There were no comments from the public.

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of November 20, 2012
- B. Approval of Minutes – Regular Meeting of November 20, 2012
- C. Approval of Claims – November 27, 2012 (ATTACHMENT I)
- D. Approval of Payroll – November 21, 2012 (ATTACHMENT II)
- E. Reappointment to the Delhi Township Sewer Board of Appeals – Frederick Bareis (ATTACHMENT III)
- F. Reappointment to the Delhi Township Sewer Board of Appeals – Stanley Ehnis (ATTACHMENT IV)
- G. Reappointment to the Delhi Township Sewer Board of Appeals – Nanette Miller (ATTACHMENT V)

**Hope moved to approve the Consent Agenda as presented.**

**DELHI CHARTER TOWNSHIP  
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A Roll Call Vote was recorded as follows:

Ayes: Hope, Ketchum, Sweet, Warfield, Davis, Harmon, Hayhoe

**MOTION CARRIED**

**NEW BUSINESS**

**COLLABORATIVE AGREEMENT BETWEEN DELHI TOWNSHIP AND HOLT PUBLIC SCHOOLS – SHARED FIBER NETWORK**

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The Board reviewed a memorandum dated November 29, 2012 from Twp. Mgr. Elsinga (ATTACHMENT VI).

**Hayhoe moved to approve the Collaborative Agreement between Delhi Township and Holt Public Schools for the purpose of sharing Holt Public Schools fiber network in exchange for the School Resource Officer.**

Trustee Ketchum asked if estimates were received from other companies for this project. It was stated that an estimate was received from Comcast; however, Comcast could not provide a dedicated “private” network for the Township.

Discussion was held on the maintenance of the fiber. The Township will maintain the fiber, including the schools fiber that will be used by the Township, through ACD.net, who will respond within two hours of any outage. Currently, the school does not have a maintenance program and would deal with outages as they occur.

Trustee Harmon stated that the Collaborative Agreement states that the school will maintain and repair the fiber network, including the fiber that the Township is using. Also, the agreement does not provide any dates of use. Twp. Mgr. Elsinga stated that, if the Board so desires, the agreement can be taken back to the school to clarify the maintenance and repair of the fiber and to include an effective/expiration date.

**Hope moved to postpone the Collaborative Agreement between Delhi Township and Holt Schools for shared fiber network indefinitely.**

A Roll Call Vote was recorded as follows:

Ayes: Ketchum, Sweet, Warfield, Davis, Harmon, Hayhoe, Hope

**MOTION CARRIED**

**PROPOSAL FOR FIBER OPTIC WAN CONNECTIVITY – ACD.net**

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The Board reviewed a memorandum dated November 28, 2012 from Twp. Mgr. Elsinga (ATTACHMENT VII).

**Hope moved to approve the Proposal for Fiber Optic WAN Connection from ACD.net to serve the Delhi Township facilities.**

SUBJECT TO APPROVAL

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Discussion was held in regard to this item being approved prior to Board approval of the collaborative agreement with Holt Public Schools for the purpose of sharing the Holt Public Schools fiber network.

Amendment to the Motion:

**Harmon moved to move forward with this (the Proposal) on the basis that we (the Township) connect to the districts (Holt Public Schools) fiber optics.**

A Roll Call Vote on the amended motion was recorded as follows:

Ayes: Warfield, Sweet, Davis, Harmon, Hayhoe, Hope, Ketchum

**MOTION CARRIED**

Main Motion now reads:

**Hope moved to approve the Proposal for Fiber Optic WAN Connection from ACD.net to serve the Delhi Township facilities on the basis that we (the Township) connect to the districts (Holt Public Schools) fiber optics.**

A Roll Call Vote on the main motion was recorded as follows:

Ayes: Warfield, Sweet, Davis, Harmon, Hayhoe, Hope, Ketchum

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

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Supervisor Davis asked for a Board member volunteer to the Zoning Board of Appeals as a liaison between the Board of Trustees and the Zoning Board.

Supervisor Davis asked Trustee Hayhoe if he would like to be reappointed to the Planning Commission as a liaison. Trustee Hayhoe answered in the affirmative.

**TREASURER**

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Treasurer Sweet stated that Winter Tax Bills have been sent out. The tax roll is \$29,588,000.

**CLERK**

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Clerk Hope stated that he was part of the group that conducted the Vevay Township Trustee vote recount.

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**DELHI CHARTER TOWNSHIP  
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**TOWNSHIP MANAGER**

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Twp. Mgr. Elsinga stated that the Township continues to meet with the fire regional collaboration group. The group submitted a grant application on December 3, 2012 for over \$1,000,000 to enable the group to move forward on a Blue Card Command Training Center; a Mutual Aid Box Alarm System (MABAS) and the purchasing of mobile data systems on all fire equipment.

Supervisor Davis stated that he and Twp. Mgr. Elsinga met with Alaiedon Township, Meridian Township and the City of Mason to discuss involving Meridian Township and the City of Mason in the fire coverage of Alaiedon Township. It was stated that the goal of the meeting was to advise Alaiedon Township that the closest available delivery of service from different jurisdictions is best for the customer receiving the fire service. The current relationship with Alaiedon Township will continue through 2013 but the relationships with the City of Mason and Meridian Township will reduce the revenue stream into Delhi Township.

**LIMITED PUBLIC COMMENTS** – There were no comments from the public.

**ADJOURNMENT**

Meeting adjourned at 8:17 p.m.

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

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

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

\_\_\_\_\_  
C.J. Davis, Supervisor

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SUBJECT TO APPROVAL

November 27, 2012

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated November 27, 2012 numbered 82571 thru 82633 & ACH 2294 thru 2312. Every invoice has a payment authorizing signature(s).

Dated: November 27, 2012

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

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated November 27, 2012 show payments made from the following funds:

General Fund	\$	47,013.19
Fire Fund		15,169.25
Police Fund		190,549.74
Fire Equip. & Apparatus Fund		3,209.61
Water Improvement Fund		500.00
Brownfield Redevelopment Fund		30.00
Downtown Development Fund		55,183.70
Sewer Fund		42,465.07
Trust & Agency Fund		4,298.16
Grand Total	\$	<u>358,418.72</u>

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

Employee Flexible Spending Acct	\$	115.38
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Dated: November 27, 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.(None) .

Dated: November 27, 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 December 4, 2012 a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated November 27, 2012, was reviewed, audited and approved.

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

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
POST DATES 11/27/2012 - 11/27/2012

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM	RETIREES DECEMBER	216.61
DELL MARKETING L.P.	3 YR SERVICE CONTRACT/CSC	2,695.24
	Total For Dept 000.00	2,911.85
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	25.50
	Total For Dept 101.00 LEGISLATIVE	25.50
Dept 171.00 MANAGER		
SBAM	HEALTH INSURANCE DECEMBER	2,199.95
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	308.38
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	93.50
	Total For Dept 171.00 MANAGER	2,601.83
Dept 191.00 ACCOUNTING		
SBAM	HEALTH INSURANCE DECEMBER	977.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	19.97
PAPER IMAGE PRINTING	30 BUDGET BOOKS 2013	128.00
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES	963.25
	Total For Dept 191.00 ACCOUNTING	2,173.24
Dept 215.00 CLERK		
SBAM	HEALTH INSURANCE DECEMBER	2,607.34
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	269.07
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	64.16
	Total For Dept 215.00 CLERK	2,940.57
Dept 228.00 INFORMATION TECHNOLOGY		
SBAM	HEALTH INSURANCE DECEMBER	977.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	48.46
AD-INK & TONER SUPPLY	HP TONER/CLERK OFFICE	149.99
KINGDOM CARTRIDGE	TONER CARTRIDGE - 8150	129.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	1,389.47
Dept 253.00 TREASURERS		
SBAM	HEALTH INSURANCE DECEMBER	1,222.19
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	279.73

HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	42.50
DELHI TOWNSHIP TREASURER	FILING FEE/TEBEAU	11.00
DELHI TOWNSHIP TREASURER	PIZZA/TAX DAY	20.10
	Total For Dept 253.00 TREASURERS	<u>1,575.52</u>

Dept 257.00 ASSESSING		
SBAM	HEALTH INSURANCE DECEMBER	1,222.19
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	363.98
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	69.27
360 SERVICES, INC.	POSTAGE/PP STATEMENTS	312.00
STATE OF MICHIGAN	ERRATA REQUEST DOCKET #440595	25.00
STATE OF MICHIGAN	ERRATA REQUEST DOCKET #440594	25.00
STATE OF MICHIGAN	ERRATA REQUEST DOCKET #440596	25.00
STATE OF MICHIGAN	MAAO CERTIFICATION/MUNSON	150.00
DELHI TOWNSHIP TREASURER	PARKING/E. TOBIAS	6.00
DELHI TOWNSHIP TREASURER	PARKING/WILSON	1.25
DELHI TOWNSHIP TREASURER	PARKING/WILSON	1.25
DELHI TOWNSHIP TREASURER	LUNCH MEETING/WILSON	15.00
	Total For Dept 257.00 ASSESSING	<u>2,215.94</u>

Dept 262.00 ELECTIONS		
ELECTION SOURCE	10 THERMAL ROLLS & SHIPPING	35.04
MERRITT PRESS, INC.	2,500 VOTER POSTCARDS	142.70
DELHI TOWNSHIP TREASURER	AV BALLOT POSTAGE	18.95
ELECTION SOURCE	TEST DECKS FOR 11/6/12 ELECTION	910.81
ELECTION SOURCE	MEMORY PACK/MOCK ELECTION	253.50
ELECTION SOURCE	BALLOT PRINTING/MOCK ELECTION	250.99
U-HAUL	14' TRUCK RENTAL 11/7/12	48.60
U-HAUL	14' TRUCK RENTAL 11/5/12	56.03
	Total For Dept 262.00 ELECTIONS	<u>1,716.62</u>

Dept 265.00 BUILDING & GROUNDS		
SBAM	HEALTH INSURANCE DECEMBER	496.21
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	73.61
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	14.22
LANSING ICE & FUEL CO	GASOLINE - BUILDING & GROUNDS	39.83
KEYSTONE DESIGN GROUP	WINDOW TREATMENTS CONSULT	1,737.50
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	578.86
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	293.00
E.D.S. IRRIGATION, LLC	RAIN GARDEN WINTERIZATION	50.00
	Total For Dept 265.00 BUILDING & GROUNDS	<u>4,095.73</u>

Dept 276.00 CEMETERY		
SBAM	HEALTH INSURANCE DECEMBER	813.23
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	120.64
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	23.32
LANSING ICE & FUEL CO	GASOLINE - CEMETERY	61.96
HUBBELL, ROTH & CLARK, INC	CEMETERY PLOT STAKING	1,682.07
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	65.00
	Total For Dept 276.00 CEMETERY	<u>2,766.22</u>

Dept 281.00 STORMWATER		
SBAM	HEALTH INSURANCE DECEMBER	344.59
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	51.12
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	9.88
DBI BUSINESS INTERIORS	OFFICE SUPPLIES/SURVEY	33.94
LANSING ICE & FUEL CO	GASOLINE - STORMWATER	33.19
HUBBELL, ROTH & CLARK, INC	GRAND RIVER WMP - CMI REVIEW	1,006.65
	Total For Dept 281.00 STORMWATER	<u>1,479.37</u>

Dept 446.00 INFRASTRUCTURE		
LANDSCAPE ARCHITECTS	DELHI WASHINGTON & WILLOUGHBY	377.42
	Total For Dept 446.00 INFRASTRUCTURE	<u>377.42</u>

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM	HEALTH INSURANCE DECEMBER	5,051.72
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	688.66
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	135.58
LANSING ICE & FUEL CO	GASOLINE - COMMUNITY DEVELOPEMEN	133.64
DELHI TOWNSHIP TREASURER	SEWER 1953 ADELPHA	13.00
GRANGER CONTAINER SERV	TRUCKING 1953 ADELPHA	150.00
OCE NORTH AMERICA DOC	METER CHARGES OCTOBER	73.62
SCHAFFER'S INC.	MOWING 4868 SUGARBUSH	69.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	<u>6,315.22</u>

Dept 752.00 PARKS ADMINISTRATION		
SBAM	HEALTH INSURANCE DECEMBER	814.79
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	89.90
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	45.90
HOLT PUBLIC SCHOOLS	FLYERS & CERTIFICATES	723.92
TRI-COUNTY OFFICE ON AGING	2012 MEALS ON WHEELS PROGRAM	1,750.00
	Total For Dept 752.00 PARKS ADMINISTRATION	<u>3,424.51</u>

Dept 771.00 PARKS		
SBAM	HEALTH INSURANCE DECEMBER	1,222.19
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	139.86
LANSING ICE & FUEL CO	GASOLINE - PARKS	274.99
AMERICAN RENTAL	PORTABLE TOILETS	140.00
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	150.00
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	22.37
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	237.35
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS #PARK	77.67
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	25.75
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	146.50
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	70.75
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	113.25
E.D.S. IRRIGATION, LLC	BLOW OUT LINES - IRRIGATION SYS	413.00
MENARDS LANSING SOUTH	HEAVY DUTY TARP	62.99
GRAINGER	SUMP PUMP FLOAT	91.25
	Total For Dept 771.00 PARKS	<u>3,187.92</u>

Dept 774.00 RECREATION		
SBAM	HEALTH INSURANCE DECEMBER	977.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	22.10
SCOTT R. BLANKENSHIP	FLOOR HOCKEY OFFICIAL	270.00
KYLE BROOKS	FLOOR HOCKEY OFFICIAL	45.00
JEFF BRYAN	FLOOR HOCKEY OFFICIAL	75.00
SCOTT DYKEMA	FLOOR HOCKEY OFFICIAL	45.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	175.00
STEVEN E. ROGERS	FLOOR HOCKEY OFFICIAL	195.00
ACE HARDWARE	(3) 3" VENT CLAMPS	7.47
LOWE'S CREDIT SERVICES	ADAPTER & 3 OUTDOOR CORDS	143.49
	Total For Dept 774.00 RECREATION	<u>2,040.08</u>

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	RETIRES LIFE INSURANCE DEC	36.45
SBAM	RETIRES HEALTH INSURANCE DEC	5,457.49
INTERSTATE ALL BATTERY	(5) 24 PACKS AA BATTERIES/CSC	34.95
PITNEY BOWES GLOBAL	FOLDING MACHINE LEASE	189.00
DELHI TOWNSHIP TREASURER	REFRESHMENTS/QUARTERLY MTG	27.81
DELHI TOWNSHIP TREASURER	REFRESHMENTS/QUARTERLY MTG	30.48
	Total For Dept 850.00 OTHER FUNCTIONS	<u>5,776.18</u>

Total For Fund 101 GENERAL FUND 47,013.19

Fund 206 FIRE FUND

Dept 000.00

DELTA DENTAL PLAN OF	COBRA	84.26
	Total For Dept 000.00	<u>84.26</u>

Dept 336.00 FIRE DEPARTMENT

SBAM	HEALTH INSURANCE DECEMBER	8,650.42
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	1,377.33
SBAM	HEALTH INSURANCE DECEMBER	977.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	84.26
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	235.04
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	18.27
BARYAMES CLEANERS	UNIFORM CLEANING	174.00
LANSING ICE & FUEL CO	GASOLINE - FIRE	1,218.72
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	849.57
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	156.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	310.20
LIFEGAS LLC	OXYGEN	17.10
LIFEGAS LLC	CYLINDER RENTAL	212.36
SPARROW OCC HEALTH SERV	PHYSICALS	630.62
SPARROW OCC HEALTH SERV	PHYSICALS	64.00
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	34.39
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	32.50
CARQUEST THE PARTS PLACE	TUNE UP GREASE	3.95
DELHI TOWNSHIP TREASURER	KICK STAND/MEDIC BIKE	26.50
DELHI TOWNSHIP TREASURER	BREAKFAST MEETING/ROYSTON	6.00
DELHI TOWNSHIP TREASURER	BREAKFAST MEETING/ROYSTON	6.00
	Total For Dept 336.00 FIRE DEPARTMENT	<u>15,084.99</u>

Total For Fund 206 FIRE FUND 15,169.25

Fund 207 POLICE FUND		
Dept 301.00 POLICE		
INGHAM COUNTY TREASURER	POLICE CONTRACT NOVEMBER	190,549.74
	Total For Dept 301.00 POLICE	190,549.74
	Total For Fund 207 POLICE FUND	190,549.74

Fund 211 FIRE EQUIP. & APPARATUS FUND		
Dept 339.00 EQUIPMENT & APPARATUS		
SUPERIOR SAW	SHARPEN CHAIN SAW/#21	15.00
CENTRAL MI KENWORTH/FORD	FUEL INJECTOR/#204	2,610.38
ROGER'S CLINE TIRE	2 TIRES/#204	517.80
FAT BOYS PIZZA	METRO CONSOL. MTG/LUNCH	52.93
MERIDIAN TOWNSHIP FIRE	CPR CARDS	13.50
	Total For Dept 339.00 EQUIPMENT & APPARATUS	3,209.61
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	3,209.61

Fund 225 WATER IMPROVEMENT FUND		
Dept 536.00 ADMINISTRATION & CONSTRUCTION		
TRI-COUNTY REGIONAL	5/19/13 CHILDREN'S WATER FEST	500.00
	Total For Dept 536.00 ADMINISTRATION & CONSTRUCTION	500.00
	Total For Fund 225 WATER IMPROVEMENT FUND	500.00

Fund 243 BROWNFIELD REDEVELOPMENT AUTH		
Dept 733.00 BROWNFIELD ADMINISTRATION		
FOSTER, SWIFT, COLLINS	LEGAL FEES OCTOBER	30.00
	Total For Dept 733.00 BROWNFIELD ADMINISTRATION	30.00
	Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTH	30.00

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		
Dept 728.00 DDA ADMINISTRATION		
CCI SOUTH, LLC	PHONE REPAIRS/DDA	97.00
ZEP SALES & SERVICE	HAND SOAP/6 LITER CASE	219.28
ZEP SALES & SERVICE	SHIPPING	16.35
SPARROW OCC HEALTH SERV	PHYSICALS	82.00
	Total For Dept 728.00 DDA ADMINISTRATION	414.63

Dept 729.00 DDA MARKETING & PROMOTION		
CHARLES GRINNELL	57 HOURS @ \$22/GRINNELL	1,254.00
SAM'S CLUB DIRECT	FARMERS MARKET	43.76
	Total For Dept 729.00 DDA MARKETING & PROMOTION	1,297.76

Dept 730.00 COMM REHABILITATION REBATE PGM		
HOLDEN ELECTRIC, INC.	IMPROVEMENTS AT 4291 VETERANS	9,845.00
HOLT BUSINESS CENTER, INC.	PARKING LOT/2101 AURELIUS	5,000.00
HOLT FAMILY PRACTICE	PAVE PARKING LOT/4378 HOLT	5,000.00
DAVE WILUTIS	PARKING LOT/3451 DUNCKEL	5,000.00
	Total For Dept 730.00 COMM REHABILITATION REBATE PGM	24,845.00

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
BRONNER'S CHRISTMAS	CHRISTMAS LIGHTS/LOCAL STREET	2,038.55
BRONNER'S CHRISTMAS	CHRISTMAS LIGHTS/LOCAL STREET	1,149.75
LOWE'S CREDIT SERVICES	TRASHCANS/STORE VETS LIGHTS	71.74
LOWE'S CREDIT SERVICES	POWER CORDS FOR HOLIDAY LIGHT	279.76
	Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS	3,539.80

Dept 850.00 OTHER FUNCTIONS		
SBAM	HEALTH INSURANCE DECEMBER	868.37
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	128.80
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	24.90
LANSING ICE & FUEL CO	GASOLINE - DDA	61.96
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	130.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF-DDA	355.00
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	24.13
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	13.00
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	34.25
Total For Dept 850.00 OTHER FUNCTIONS		<u>1,640.41</u>

Dept 905.00 DEBT SERVICE		
DAVID & LINDA ROTHERMEL	PRINC-LAND CONT-2040 CEDAR	17,969.48
DAVID & LINDA ROTHERMEL	INTEREST-LAND CONT-2040 CEDAR	5,476.62
Total For Dept 905.00 DEBT SERVICE		<u>23,446.10</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		<u>55,183.70</u>
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Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00		
SBAM	RETIREEES DECEMBER	396.98
Total For Dept 000.00		<u>396.98</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	RETIREEES LIFE INSURANCE DEC	20.25
SBAM	RETIREEES HEALTH INSURANCE DEC	2,977.90
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		<u>2,998.15</u>

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM	HEALTH INSURANCE DECEMBER	11,261.18
DELTA DENTAL PLAN OF	DENTAL INSURANCE DECEMBER	1,670.50
HARTFORD LIFE INSURANCE	LIFE INSURANCE DECEMBER	322.88
LANSING ICE & FUEL CO	GASOLINE - DPS	909.52
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.55
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
MODEL COVERALL SERVICE	STAFF UNIFORMS	65.05
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
AIRGAS USA, LLC	CYLINDER RENTAL	131.39
KEMIRA WATER SOLUTIONS	FERRIC CHLORIDE	5,074.09
ALS LABORATORY GROUP	QUARTERLY SLUDGE TESTING	440.00
UNITED PARCEL SERVICE	SHIPPING CHARGES	80.39
UNITED PARCEL SERVICE	SHIPPING CHARGES	17.89
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	201.21
COMCAST	HIGH SPEED INTERNET/POTW	121.90
COMCAST	HIGH SPEED INTERNET/MAINT	121.90
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	664.47
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	593.06
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	741.50
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	69.67
LOWE'S CREDIT SERVICES	AIR COMPRESSORS/LS	340.10
GRAINGER	OIL ABSORBENT SOCK	85.50
USA BLUE BOOK	12 SYNTHETIC GREASE	149.64
USA BLUE BOOK	GREASE GUN	31.95
USA BLUE BOOK	SHIPPING	16.89
ACE HARDWARE	3 PVC COUPLINGS	4.47
ACE HARDWARE	NIPPLE/HEX BUSHING/ELBOW	14.47
ACE HARDWARE	PVC CEMENT/BALL VALVE/SEAL	47.59
M TECH COMPANY	CP201 LAMP ASSEMBLY	578.52

M TECH COMPANY	LIFT CABLE LAUNCH CAMERA	177.10
M TECH COMPANY	SHIPPING	23.88
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINT	260.00
SIEMENS INDUSTRY, INC.	TEMPERATURE REGULATOR	1,731.28
SIMON ROOFING	ROOF REPAIR/MAINTENANCE	650.00
KENNEDY INDUSTRIES, INC	REBUILD, INSTALL & TEST PUMP	8,941.00
CARQUEST THE PARTS PLACE	WINDSHIELD WASH/ANTI-FREEZE	66.00
DELHI TOWNSHIP TREASURER	PARKING/BRYANT	7.50
DELHI TOWNSHIP TREASURER	TRAINING LUNCH/DICKERSON	10.28
DELHI TOWNSHIP TREASURER	PARKING/BRYANT	10.00
DBI BUSINESS INTERIORS	ENVELOPES/SANTA LETTERS	17.99
DELHI TOWNSHIP TREASURER	TRAINING LUNCH/HATHAWAY	6.43
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		<u>36,118.52</u>

Dept 578.01 CAPITAL IMPROVEMENTS		
SOIL & MATERIALS ENGINEERS	ASPHALT & BACKFILL TESTING	2,951.42
Total For Dept 578.01 CAPITAL IMPROVEMENTS		<u>2,951.42</u>

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 42,465.07

Fund 701 TRUST & AGENCY FUND

Dept 000.00

INGHAM COUNTY TREASURER	TRAILER PARK FEES OCTOBER	2,147.50
AFLAC	AFLAC DISABILITY	667.64
AFLAC	AFLAC LIFE INSURANCE	7.38
AFLAC	AFLAC ACCIDENT INDEMNITY	541.32
AFLAC	AFLAC SICKNESS INDEMNITY	307.02
AFLAC	FLAC CANCER INDEMNITY	511.92
TRACY L. C. MILLER	AFLAC_DDC (FSA)	115.38
Total For Dept 000.00		<u>4,298.16</u>

Total For Fund 701 TRUST & AGENCY FUND 4,298.16

Total For All Funds: 358,418.72

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated November 21, 2012**

**ATTACHMENT II**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 104476 through 104608 & direct deposits numbers: DD14681 through DD14758. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

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

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

Dated: November 21, 2012

\_\_\_\_\_  
Director of Accounting

**II. Payroll Report**

The November 21, 2012 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$83,764.60	\$18,169.91	\$65,594.69
Fire Dept. Fund	48,206.58	13,243.59	\$34,962.99
DDA	5,529.75	1,657.60	\$3,872.15
Sewer Fund/Receiving	34,561.10	9,930.39	\$24,630.71
<b>Total Payroll</b>	<b>\$172,062.03</b>	<b>\$43,001.49</b>	<b>\$129,060.54</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,696.60	\$5,681.58	\$28,548.09
Fire Dept. Fund	3,587.91	3,257.60	20,089.10
DDA	175.38	281.68	2,114.66
Sewer Fund/Receiving	2,502.17	3,138.04	15,570.60
<b>Total Payroll</b>	<b>\$10,962.06</b>	<b>\$12,358.90</b>	<b>\$66,322.45</b>

\_\_\_\_\_  
Director of Accounting

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on November 21, 2012 and identified as follows:

**11/21 Net Pay Disbursement in Common Savings (\$129,060.54)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on December 4, 2012, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated November 21, 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:** C.J. Davis, Township Supervisor

**DATE:** November 26, 2012

**RE:** Recommendation for Reappointment to the Sewer Board of Appeals

---

The appointment term of Sewer Board of Appeals member Frederick Bareis expires December 16, 2012. Mr. Bareis contacted me today and has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Frederick Bareis to the Sewer Board of Appeals for a three-year term effective December 16, 2012; expiring December 16, 2015.**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** C.J. Davis, Township Supervisor

**DATE:** November 26, 2012

**RE:** Recommendation for Reappointment to the Sewer Board of Appeals

---

The appointment term of Sewer Board of Appeals member Stanley Ehnis expires December 16, 2012. Mr. Ehnis has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Stanley Ehnis to the Sewer Board of Appeals for a three-year term effective December 16, 2012; expiring December 16, 2015.**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** C.J. Davis, Township Supervisor

**DATE:** November 29, 2012

**RE:** Recommendation for Reappointment to the Sewer Board of Appeals

---

The appointment term of Sewer Board of Appeals member Nanette Miller expires December 16, 2012. Ms. Miller has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Nanette Miller to the Sewer Board of Appeals for a three-year term effective December 16, 2012; expiring December 16, 2015.**

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** November 29, 2012

**RE:** Collaborative Agreement between Delhi Charter Township and Holt Public Schools

---

Enclosed for your review and approval is an Agreement between Delhi Charter Township and Holt Public Schools regarding the sharing of resources between the two entities.

In 2011 the Township entered into an agreement with Ingham County, the Ingham County Sheriff to provide an additional deputy to the Township, specifically a School Resource Officer dedicated primarily to serve the Holt Public Schools. During the first year the cost of approximately \$110,000 was shared equally between the Township and the school. However, due to funding constraints, the Holt Public Schools was no longer able to fund their half (or approximately \$55,000) and the Township subsequently assumed the total cost of this officer. In exchange the school has offered the Township the opportunity to connect to the school's unused fiber network at no cost to the Township which significantly reduces our capital cost of the installation of fiber to connect five Township facilities. The estimated savings in utilizing the school's fiber is over \$50,000.

This collaborative sharing of resources is in the best interest of both entities and the citizens we serve. Therefore, I recommend approval of the same.

**Recommended Motion:**

**To approve the Collaborative Agreement between Delhi Township and Holt Public Schools for the purpose of sharing Holt Public Schools fiber network in exchange for the School Resource Officer.**

Collaborative Agreement

between

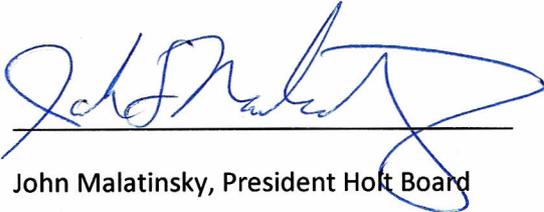
Delhi Township and Holt Public Schools

The parties have reached certain understandings as it relates to a School Resource Officer and for the connection to the District's technology fiber network. This Agreement reflects those understandings.

A School Resource Officer has been assigned to the Holt Public Schools. An Agreement dated August 1, 2011, which is attached hereto, was entered into by the Township and the District concerning this Officer. Noting that this Officer was of mutual benefit to both the Township and the District, part of this agreement set forth how the parties would share the costs of this Officer. However, by a letter dated May 31, 2012, Holt Public Schools notified the Township that it would be unable to continue any District funding for the 2012-13 school year. For the 2012-13 school year, the Township agreed to pay for the total cost of this SRO, in light of the conversations on the Township's connection to the District's fiber network noted below, with the Officer providing service to the Township during the summer months.

The Township has requested to connect to the District's technology fiber network at two connection points, in return for funding the School Resource Officer position. In lieu of this connection, the Township would have to build and maintain its own fiber network for a portion of the fiber that the Township will be using under this agreement. The Township will be connecting to Dark Fiber that is owned by the District. Dark Fiber is existing fiber network lines that are currently in place, but not used by the District. This will mean that the Township and the District fiber network will be separate. The Township has agreed to pay for all costs, including any equipment, necessary for the connection to the District's fiber network. The District has agreed to maintain and repair the District's fiber network, including the Dark Fiber that will be used by the Township.

This Collaborative Agreement shall remain in effect as long as both parties continue to experience the mutual benefits outlined above.



John Malatinsky, President Holt Board

11-6-12

date



Dr. Johnny Scott, Holt Public Schools Superintendent

Nov. 6, 2012

date

**AMENDMENT NO. 1 TO**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AMENDMENT, made and entered into this 1st day of August, 2011, by and between the **SHERIFF OF INGHAM COUNTY, GENE L. WRIGGELSWORTH** (hereinafter referred to as the "Sheriff"), the **COUNTY OF INGHAM** (hereinafter referred to as the "County"), and the **CHARTER TOWNSHIP OF DELHI** (hereinafter referred to as the "Township"), amends the Agreement for Law Enforcement Services made and entered into between said parties for the period covering January 1, 2011, through December 31, 2014.

**W I T N E S S :**

1. Section II, Services to be Provided by the Sheriff, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

"II. Services to be Provided by the Sheriff. The Sheriff shall furnish the Township with special police protection it has requested, as follows:

- A. A total of nineteen (19) full time deputy sheriffs shall be assigned to the Township to provide police services which includes the personnel noted in the following subsections.
- B. There shall be two (2) officers on duty at all times, being twenty-four (24) hours a day, seven (7) days a week within the Township. The Sheriff, however, shall have the right to temporarily remove any on duty officer from the Township and assign him/her to a life threatening emergency outside the Township.
- C. In addition to the two (2) officers on duty in the Township at all times pursuant to the subsection B of this section, the Sheriff shall assign one (1) officer to the Metro Squad and one (1) full-time officer to Community Services activities. In the event the Metro Squad officer or Community Services officer is on vacation, sick leave, workers' disability compensation leave, or any other absence, they shall not be replaced during their absence.

It is expressly understood and agreed that the Township may withdraw from its participation with the Tri-County Metro Narcotic Squad pursuant to the withdrawal provisions contained in the Tri-County Metro Narcotic Squad Agreement, after providing written notice to both the County and the Sheriff stating the effective date of such withdrawal. In the event of such withdrawal the deputy sheriff assigned to

the Tri-County Metro Narcotic Squad pursuant to this subsection and the compensation which the Township pays the County for such officer pursuant to section VI shall on the effective date of such withdrawal cease to be covered and/or required by this Agreement, unless the Township elects to have the officer perform other law enforcement services under this Agreement.

- D. In addition to the officers to be furnished by the Sheriff pursuant to B and C of this section II, the Sheriff shall assign one (1) officer to serve, during the period covering August 1, 2011 through July 31, 2014, as School Resource Officer whose primary duties shall be at Holt Public Schools and School related activities.
- E. All necessary command officer supervision shall be provided, which shall include at least one (1) officer assigned full-time above the rank of sergeant.
- F. Detective services of the Sheriff's Office shall be provided as needed.
- G. One (1) full-time records clerk and one (1) half-time records clerk (not a deputy sheriff) shall be provided to assist in the clerical requirements of the police services to be provided under this Agreement.
- H. The Sheriff shall provide records for incidents and activities in the Township and shall make reports regularly to the Township Board concerning police activities.
- I. The Sheriff's Office shall provide all necessary support services required to administer the police services to be provided in the Township under this Agreement. These support services shall include all necessary equipment, uniforms, weapons, radios and automobiles. The automobiles and other equipment shall be the responsibility of the Sheriff's Office to purchase and maintain. The Sheriff's Office shall also provide evidence processing and storage, L.E.I.N. usage, dispatch service and warrant storage, prisoner pick-up out-of-state on local warrants, breathalyzer operator service, all records storage and retention required, temporary detention for arrests other than felonies, O.U.I.L. and bench warrants, interim bond processing, and property and evidence room facilities."

2. Section VI, Payment, pages 3-4, of the above-stated Agreement shall be amended to read as follows:

“VI. Payment. During the term of this Agreement, the Township shall reimburse the County for all non-School Resource Officer services provided by the Sheriff’s Office under this Agreement on a monthly pro rata basis, based on the following annual dollar amounts:

- A. In calendar year 2011 the sum of TWO MILLION ONE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$2,144,317.00) shall be paid in monthly pro rata payments of ONE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED NINETY-THREE AND 08/100 DOLLARS (\$178,693.08).
- B. In calendar year 2012 the sum of TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$2,175,728.00) shall be paid in monthly pro rata payments of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TEN AND 66/100 DOLLARS (\$181,310.66).
- C. In calendar year 2013 the sum of TWO MILLION TWO HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$2,224,461.00) shall be paid in monthly pro rata payments of ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED SEVENTY-ONE AND 75/100 DOLLARS (\$185,371.75).
- D. In calendar year 2014 the sum of TWO MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED THIRTY AND NO/100 DOLLARS (\$2,277,330.00) shall be paid in monthly pro rata payments of ONE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS (\$189,777.50).

Commencing August 1, 2011 the Township, in addition to the sums required above, shall reimburse the County for all School Resource Officer services provided by the Sheriff’s Office under this Agreement on a pro rata basis based on the following school year (i.e., August 1<sup>st</sup> through July 31<sup>st</sup>) dollar amounts:

- A. For the 2011/2012 school year, covering August 1, 2011 through July 31, 2012, the sum of ONE HUNDRED EIGHT THOUSAND SIX

HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$108,648.00) shall be paid in monthly installments of NINE THOUSAND FIFTY-FOUR AND NO/100 DOLLARS (\$9,054.00).

- B. For the 2012/2013 school year, covering August 1, 2012 through July 31, 2013, the sum of ONE HUNDRED TEN THOUSAND EIGHT HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$110,869.00) shall be paid in monthly installments of NINE THOUSAND TWO HUNDRED THIRTY-NINE AND 08/100 DOLLARS (\$9,239.08).
- C. For the 2013/2014 school year covering August 1, 2013 through July 31, 2014, the sum of ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$113,520.00) shall be paid in monthly installments of NINE THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$9,460.00).

The above stated annual amounts for services not related to School Resource Officer services reflect the totals of all the budget line items set forth in the attached Exhibit A, Budget, for the year which the annual amount applies. The above-stated school year amount for the School Resource Officer reflect the totals of all the budget line items set forth in the attached Exhibit A-2 Budget, for the school year in which the school year amount applies. Compensation levels shall be adjusted when, in the sole opinion of the County, it is necessary to make adjustments due to changes in the Sheriff's Office collective bargaining agreements. The County shall provide the Township with written notification of all changes in compensation levels, the effective date of the change and the reason therefore.

The Township's monthly payments for services performed by the Sheriff's Office personnel assigned to the Township under this Agreement shall be made payable to the Ingham County Treasurer, and delivered to the Ingham County Treasurer's Office, Courthouse, P.O. Box 215, Mason, Michigan 48854, accompanied with a notice of the purpose of the payment (e.g., Delhi Township Law Enforcement Services Agreement) and a statement of the amount of the payment which is for the School Resource Officer services and the amount which is for all other services provided by the Sheriff's Office during the month covered by the payment. Each payment shall be made no later than the tenth (10<sup>th</sup>) day of each month following a month in which services were provided under this Agreement. By way of example, payment shall be made by no later than February 10, 2011, for services performed in January 2011."

- 3. The Exhibit A - Budget attached to the above-stated Agreement is hereby amended to add an Exhibit A-2 Budget which sets forth the costs for the School Resource Officer.

Commencing August 1, 2011, all references in the above-stated Agreement to the Exhibit A - Budget shall be deemed to include the Exhibit A-2 Budget attached to this Amendment which is incorporated by reference into the above-stated Agreement and made a part thereof.

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the 1<sup>st</sup> day of August, 2011.

5. The people signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR DELHI CHARTER TOWNSHIP HAVE SIGNED THIS AMENDMENT NO. 1 TO SAID AGREEMENT ON THE DATE APPEARING NEXT TO THEIR SIGNATURE.**

COUNTY OF INGHAM  
By: [Signature] 8/16/11  
Mark Grebner, Chairperson Date  
County Board of Commissioners

By: [Signature] 8/11/11  
Mike Bryanton, County Clerk Date

CHARTER TOWNSHIP OF DELHI  
By: [Signature] 8/16/11  
Stuart Goodrich Date  
Delhi Twp Supervisor

By: [Signature] 08/02/11  
Evan Hope, Delhi Twp Clerk Date

INGHAM COUNTY SHERIFF  
By: [Signature] 8/2/11  
Gene L. Wriggelsworth Date  
Sheriff

APPROVED AS TO FORM  
FOR COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.  
By: [Signature]  
Robert D. Townsend

N:\Client\Ingham\Sheriff\Amendments\Amd No 1 to Delhi Twp LE Agr 2011-2014.wpd  
ING/Sheriff # 10-011

**EXHIBIT A-2**

**BUDGET**

Delhi Township School Resource Officer

	2011	2012	2013	2014
PERSONNEL SERVICES	39,497	96,014	98,132	58,546
TOTAL SUPPLIES	1,562	3,925	4,100	2,493
PROFESSIONAL SERVICES	167	405	410	239
OTHER EXPENSES	406	1,015	1,055	639
CAPITAL OUTLAY	3,223	8,000	8,250	4,958
<b>TOTAL BUDGET</b>	<b>44,855</b>	<b>109,359</b>	<b>111,947</b>	<b>66,875</b>

**SUPPLY BUDGET**

	2011	2012	2013	2014
SUPPLIES	583	1,425	1,450	860
UNIFORMS & ACCESSORIES	146	375	400	248
GAS & OIL	833	2,125	2,250	1,385
<b>TOTAL</b>	<b>1,562</b>	<b>3,925</b>	<b>4,100</b>	<b>2,493</b>

**PROFESSIONAL SERVICES**

	2011	2012	2013	2014
MEMBERSHIPS	0	0	0	0
COURIER SERVICE	0	0	0	0
DATA PROCESSING	0	0	0	0
TELEPHONE	167	405	410	239
<b>TOTAL</b>	<b>167</b>	<b>405</b>	<b>410</b>	<b>239</b>

**MISCELLANEOUS**

	2011	2012	2013	2014
EQUIPMENT REPAIR	52	140	155	99
VEHICLE REPAIR	354	875	900	540
<b>TOTAL</b>	<b>406</b>	<b>1,015</b>	<b>1,055</b>	<b>639</b>

**CAPITAL OUTLAY**

	2011	2012	2013	2014
MACHINERY/CARS	3,223	8,000	8,250	4,958
TELEPHONE SYSTEM	0	0	0	0
<b>TOTAL</b>	<b>3,223</b>	<b>8,000</b>	<b>8,250</b>	<b>4,958</b>

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
1 DEPUTY	36,403	88,492	90,444	53,959
<b>SUBTOTAL</b>	<b>36,403</b>	<b>88,492</b>	<b>90,444</b>	<b>53,959</b>
X .085 ADMIN FEE	3,094	7,522	7,688	4,587
OVERTIME	0	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>39,497</b>	<b>96,014</b>	<b>98,132</b>	<b>58,546</b>

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** November 28, 2012

**RE:** Proposal to Provide Fiber Optic WAN Connectivity to Delhi Township – ACD.net

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Enclosed for your review and approval is a proposal from ACD.net to provide fiber optic connectivity to the Delhi Township Community Services Center along with four other Township facilities including the Senior Center, DDA, Department of Public Services Maintenance Facility and the Publicly Owned Treatment Works (POTW).

This proposal incorporates the utilization of fiber owned and operated by Holt Public Schools which significantly reduces the installation costs for the Township. The value of using the existing fiber owned by the Holt Public Schools is over \$50,000. The proposal includes charges of \$25,800 along with recurring monthly charges of \$1,400.

The primary need to move from copper to fiber is the increased speed in sharing data between our facilities. The introduction of GIS has made the current connections intolerable. The new connection, through fiber, will be 100 times faster between locations, saving both man hours and frustration of sharing data.

Staff has been working collaboratively with the staff from the Holt Public Schools and a consultant from ASK IT and believe this fiber connectivity between our facilities and the schools will greatly benefit both the Township and the schools. We have budgeted for this improvement in our FY2012 budget but will need to transfer that allocation into the FY2013 budget as construction will begin in January 2013.

**Recommended Motion:**

**To approve the Proposal for Fiber Optic WAN Connection from ACD.net to serve the Delhi Township facilities.**



## Delhi Charter Township and ACD Telecom Fiber Optic WAN Connection Partnership – 3<sup>rd</sup> Quarter 2012

### Summary

ACD is pleased to present this fiber Optic WAN Connectivity partnership proposal to Delhi Charter Township.

This project is to provide services across the existing professional grade fiber optic based connection located in near proximity to the Delhi Township office complex on Aurelius Road in Holt, MI. This fiber connectivity project will allow for a direct fiber interconnection to the ACD Holt/Lansing Metro-fiber optical network and the Holt School District fiber based WAN network for the support of high speed WAN transmission of Internet, IP Data, and Voice Services. The fiber network will also allow for high speed connectivity between the designated remote facilities including; the township's water treatment facility, Public Services Department, and maintenance facilities, as well as links to the Delhi DDA offices and the Delhi Senior Center. Additionally, the fiber would also allow for high speed connection to the ACD Datacenter Facility in Lansing, if ever needed for future off-site back-up data storage or server co-location.

This agreement contains the specific deliverables for a fiber optic WAN and internet connectivity solution, including pricing, the standard ACD service agreement with terms and conditions:

### Deliverables

- Fiber Strands:** 12 fiber strands available to the Delhi Township office facility located at 2074 Aurelius Road in Holt, MI, and each township facilities/departments located on the attached ACD fiber build-out map. Each connection proposed will initially utilize 4 of the 12 strands. The other fibers will be for spare, redundancy or other future services that could be provided by ACD. The Optical Fiber is all Carrier telecommunications grade single mode fiber. The fiber conduit is metallic armored cable intended for long term deployment without significant maintenance expense.
- Fiber Spur** The fiber available for use on each of the township facility's premise will be below ground from the ACD fiber network interface to the Delhi Township's telecommunications room, with all professional grade conduit enclosed.
- Fiber Termination:** ACD will provide 1x optical fiber termination unit/switch at each Delhi Township facility location. This device has dual redundant power supplies, 2 gigabit optical ports for connecting to the Holt Metro Fiber backbone network, and a 1 gigabit copper or optical port for connecting to the Delhi Township's Telco Room or Datacenter/Server rooms. ACD will maintain and operate the equipment. ACD will also periodically upgrade the termination equipment as part of this proposal as technology evolves.
- Fiber Shelving:** One (1) fiber termination shelving unit with S/C bulk heads is included.
- Internet bandwidth:** Data / Voice and Internet Access costs are included with this proposal. (See Below)
- Static IP addresses:** ACD will provide the township with all required IP blocks as needed for services.



## ***Support & Restoration of Fiber***

- Performance:*** The maximum response time from when a service affecting issue is reported either by any Delhi Charter Township staff to ACD and/or alerted by ACD's SNMPC monitoring system is 2 hours maximum.
- Any Fiber cut or break – maximum two (2) hour response time whereas a technician will respond to customers service request and any repair time will always be best effort.
- Availability:*** Internet access network performance is also guaranteed at 99.9% of selected Internet access bandwidth levels.
- Configuration*** To Add, remove, or modify any ACD services is one (1) business day.
- Reporting:*** ACD has on-line real-time monitoring and reporting via our SNMPC servers.
- Support:*** **ACD Network Operation Center and Technical Support is operational  
24 Hours per Day, 7 Days per Week!**
- Emergency Help:*** Emergency, 24 hours, 7 days per week. Our system notifies our on-call technicians in case of outages. Plus, ACD will provide Delhi Charter Township, a dedicated account and engineering team, including all direct dial emergency numbers to be used for emergency purposes to contact on-call fiber network engineers.



## **ACD Fiber Service Installation and Bandwidth Fees:**

Fiber Optic Connection design and Install Costs with Monthly Bandwidth Fees for ACD WAN Services at the Delhi Charter Township office facilities are as follows:

### **Installation: w/60 Month Term Service Agreement \***

*(All routes designed w/ approved splice requests into the existing Holt School District fiber strands)*

#### **Route A: Delhi Administration facility to ACD / Holt Schools Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 2800.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

#### **Route B: Delhi Maintenance facility to ACD / Holt Schools Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 4500.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

#### **Route C: Delhi Water Treatment Plant to Holt High School Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 7800.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees \$ Waived

#### **Fiber Equipment Set-Up:**

4x Fiber Switches/Routers Programming and Configurations: \$ 1200.00

- Includes router management needed for all Delhi WAN Internet/IP Data Services.
- Includes fiber optic installation and spur activation at all Delhi Township facilities.

\* Fees may vary slightly depending on final permitting or changes required by the local power utility.

\* Install Fees reflect a 25% discount using listed 60 Month term for monthly bandwidth services.

## **Monthly (60 Month Term) Bandwidth Fees: Fully Burstable**

20 Mbps Sustained Internet Bandwidth .....	\$ 1150.00
30 Mbps Sustained Internet Bandwidth .....	\$ 1300.00
ACD Provided T1 w/ Router for any remote Link in Township....	\$ 179.95
ACD Provided Voice services via PRI, SIP or FXS Hand-off.....	\$ 15.00 / Line
ACD Provided POTS Voice services via Analog Hand-off.....	\$ 24.95 / Line
ACD Provided Block of Direct Inward Dial Numbers if needed...	\$ Fee waived if needed
High Speed Connectivity to ACD Datacenter .....	\$ 150.00 (If Needed)



## **ACD Fiber Service Installation Fees,**

**Cont**

### **Add-on Locations for ACD Fiber Service Installation:**

Fiber Optic Connection design and Install Costs for ACD WAN Services at 2x additional Delhi Charter Township facilities are as follows:

#### **Installation: w/60 Month Term Service Agreement \***

*(All routes designed w/ approved splice request into the existing Holt School District fiber strands)*

##### **Route D: Delhi Senior Center facility to ACD / Holt Schools Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 2100.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

##### **Route E: Delhi Downtown Dev. Auth. to ACD / Holt Schools Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 2600.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

##### **Fiber Equipment Set-Up:**

2x Fiber Switches/Routers Programming and Configurations: \$ 1200.00

- Includes router management needed for all Delhi WAN Internet/IP Data Services.
- Includes fiber optic installation and spur activation at all Delhi Township facilities.

\* Fees may vary slightly depending on final permitting or changes required by the local power utility.

\* Install Fees reflect a 25% discount using listed 60 Month term for monthly bandwidth services.

### **Delhi Charter Township Fiber Build-Out Cost Summary:**

#### **Route A through Route E: (After 25% ACD Discount Applied)**

Installation, Design, Construction, Engineering and Permitting: *Total Costs:* \$ 19800.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: *Total Costs* \$ 0

#### **Fiber Equipment Fees including Set-Up and configurations:**

5x Fiber Switches/Routers Programming and Configurations: *Total Costs:* \$ 6000.00



## **Delhi Charter Township Fiber Build-Out Cost Summary, Cont**

**Includes all locations for new ACD fiber installation without utilization of the existing Holt Public Schools fiber paths:**

Fiber Optic Connection design and Install Costs for ACD WAN Services at all Delhi Charter Township facilities would be as follows:

### **Installation:**

*(All routes designed without using existing Holt School District fiber strands - no discounts applied)*

#### **Route A: Delhi Administration facility to ACD Holt CO Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 7200.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

#### **Route B: Delhi Maintenance facility to Delhi Administration:**

Installation, Design, Construction, Engineering and Permitting: \$ 18500.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

#### **Route C: Delhi Water Treatment Plant to Delhi Administration:**

Installation, Design, Construction, Engineering and Permitting: \$ 36200.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees \$ Waived

#### **Route D: Delhi Senior Center facility to ACD Holt CO Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 4500.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

#### **Route E: Delhi Downtown Dev. Auth. to ACD Holt CO Fiber Vault:**

Installation, Design, Construction, Engineering and Permitting: \$ 4800.00  
Fiber Spur Activation: Optical Engineering and Splicing Fees: \$ Waived

### **Fiber Equipment Set-Up:**

5x Fiber Switches/Routers Programming and Configurations: \$ 8000.00

- Includes router management needed for all Delhi WAN Internet/IP Data Services.
- Includes fiber optic installation and spur activation at all Delhi Township facilities.



## **ACD Network Overview: *Executive Summary***

- Why Michigan Businesses choose the ACD Telecom Fiber Optic Data and Voice Network -

### Key ACD Network Features:

- ACD has been doing business in Mid-Michigan for eighteen years. We are financially sound and were the first company in the Lansing area to provide DSL internet service. We are a registered and licensed Michigan C-LEC phone company, headquartered in our state-of-the-art data center; a 42,000 square foot building located in Lansing, MI.
- ACD owns and operates a Class5 Carrier-Grade Phone switch in Lansing with full redundancy and QOS service over the entire voice network infrastructure.
- Multiple Internet gateways and backbone peering arrangements from multiple locations on across our state-wide network, with OC-12 Gateways from Tier One Providers: AT&T, Level3, and Sprint.
- Fiber Optic network consisting of more than 250 miles in the Greater Lansing area utilizing SONET based ringed topology.
- Dual Fiber Connectivity at the ACD Datacenter for full redundancy.
- Multiple battery backup systems on all network equipment, with generator power available at all ACD facilities and fiber optic switches throughout the state.
- Fail over procedures include automatic re-routing of all voice and data traffic over SONET backbone, Multiple Internet back-haul connections, and switch redundancy,
- LOCAL tech support and help desk, with 24x7 network engineering and monitoring.
- ACD is a LOCAL privately held corporation, wholly owned by Mid-Michigan citizens.
- ACD is fully insured with a \$3 million liability umbrella, and workers comp coverage.
- We construct, support, operate and own a metro fiber optical network in Mid-Michigan. This ACD fiber ring backbone network connects and services some of the following entities and organizations:
  - Many ILEC central offices in Michigan, Including; Grand Rapids, St. Joseph, Battle Creek, Kalamazoo, Ann Arbor, Lansing, East Lansing, Okemos, Holt, Eaton Rapids, Haslett, Charlotte, Mason, Saginaw, and Howell.
  - Multiple State of Michigan government Buildings throughout Ingham County, key manufacturing facilities throughout Mid-Michigan, and Michigan State University via the ACD metro fiber network.
  - Various regional Internet services providers throughout Michigan.
  - Long distance wholesale telecommunications providers.
  - Fiber optic connectivity and Internet access to school districts throughout MI.

## **ACD Network Infrastructure and Reliability**

ACD.Net is a locally owned and operated telecommunications provider headquartered in Lansing, Michigan. ACD is also a facilities-based C-LEC operator licensed in the state of Michigan, operating a Class-5 carrier grade phone switch deployed inside their Lansing based datacenter. ACD provides voice and data telecommunication services as well IP WAN solutions for hundreds of businesses throughout Michigan, including various other Michigan based Internet Service Providers, numerous school districts, and local government and municipality organizations. ACD.Net owns and operates an extremely reliable and secure facilities based telecommunications network. Our 42,000 square foot state-of-the-art datacenter facility in Lansing, Michigan contains all carrier-grade data routing and switching equipment, along with our executive, engineering, administrative, and 24x7 support staff.

### ***Our Voice and Data Service reliability is accomplished by the following attributes:***

- 24x7 "In-House" Technical support staff for all voice and data customers.
- Multiple Internet and Tier One backbones (Level3, AT&T, Sprint).
- Redundant gateway routing for all network internet traffic via 3x OC-12 Paths.
- Fiber Optic Metro-Ring network consisting of 250+ miles in the Lansing area.
- Multiple UPS battery backup systems placed on all core operating routers.
- On site generator systems providing un-interrupted power for entire ACD facility.
- Multiple commercial grade cooling systems for all core network equipment.
- Multiple DNS, email, and web hosting servers with back-up and fail-over systems.
- Automatic network fail-over procedures for re-routing of all voice, data, and fiber traffic.

## **ACD REFERENCES**

### ***ACD Fiber Optic / Data / Voice Services Customer References: (3rd Qtr 2012)***

- The City of Eaton Rapids, Eaton Rapids, MI 517-663-8118  
Contact: Mr. Scott Poyer, Director of Maintenance
- Block Imaging, Holt / Lansing, MI 517-668-8800  
Contact: Mr. Eric Clack, Director of Technology
- RSDC Steel Distributing, Holt, MI 517-712-3809  
Contact: Mr. Tim Girvin, IT Manager
- The City of Charlotte, Charlotte, MI 517-543-2750  
Contact: Mr. Greg Guetchow, City Manager
- FiberTec, Inc., Holt, MI 517-699-0345  
Contact: Ms. Keleigh Halmich, General Manager
- The Sircon Corporation, Okemos, MI 517-381-3894  
Contact: Mr. Brian Bevins, IT Manager
- The Christman Company, Lansing, MI 517-482-1488  
Contact: Mr. Joe Grover, Network Administrator
- Eaton Rapids Medical Center, Eaton Rapids, MI 517-663-9512  
Contact: Mr. Mark Rodge, Director of Technology
- Wieland-Davco Corp., Lansing, MI 517-372-8650  
Contact: Mr. Mike Mead, IT Manager
- The Peckham Corp., Lansing / Charlotte, MI 517-316-4479  
Contact: Mr. Scott Hooper, Network Engineering Director
- The Lansing State Journal, Lansing, MI 517-377-1000  
Contact: Mr. John Gargett, IT Manager



1800 N Grand River Ave  
 Lansing MI 48906-3905  
 tel: 517.999.9999  
 fax: 517.999.3993  
 web: www.acd.net

**ACD Fiber WAN / Internet Agreement**

Date: Updated: 8-30-12  
 Prepared by: Chris DeVine  
 Valid for 14 days from above.

**Bill to:** 78737  
 Company: Delhi Charter Township  
 Contact: Mr. John Elsinga  
 Address: 2074 Aurelius Rd  
 City, State, Zip: Holt, MI 48842-1332  
 Tel: 517-- Ext: 3001  
 Fax: 517-699 -3847  
 Email: jim.felton@delhitownship.com

**Install Info:** Fiber Optic WAN / Internet Services:  
 Company: Delhi Charter Township  
 Contact: Mr. Jim Felton  
 Address: 2074 Aurelius Rd  
 City, State, Zip: Holt, MI 48842-1332  
 Tel: 517-- Ext: 3001  
 Fax: 517-699 -3847  
 Email: jim.felton@delhitownship.com

**ACD.net Service Agreement/Contract**

Product: ACD Fiber Optic Services for Township WAN / Internet Traffic	Qty	Term Months	Installation Charges	Recurring	
					Monthly
ACD Provided Fiber Optic Connection: 20 Mbps Symmetrical Internet, and fully burstable WAN Port. Includes Ethernet Hand-off at each of the 5x Delhi Township locations, and 24x7 Support.	1	60			\$1150.00
Fiber Optic Installation: Construction/Engineering Includes build-out of all aerial and underground spans connecting 5x Delhi Township locations to support WAN/Internet Service.	1	60	\$19800.00		
Fiber Optic Switch/Router Equipment Costs: Includes Programming and IP Configurations for 5x Delhi Township locations. (\$1200 one-time equipment costs at each location)	1	60	\$6000.00		
Fiber Spur Activation Fees: Includes Optical Engineering, Splicing, and testing at all 5x Delhi Township locations. (Fees Waived with ACD services)	5	60			
<i>Misc Services for support of fiber optic WAN:</i>					
ACD Provided IP Services: ACD will provide all needed IP blocks for support of fiber WAN and internet services. (/29 Block w/ 8 Ips, 5 usable to start) No fees apply for duration of services.	1	60			
ACD Support Fee: ACD monthly fiber maintenance fund for support of all fiber strands, conduit paths and equipment. Includes all Holt Schools Fiber paths that are part of Delhi Township WAN.	1	60			\$250.00
			<b>Total ACD.net Agreement</b>	<b>\$25,800.00</b>	<b>\$0.00</b>
					<b>\$1,400.00</b>

Notes:

ACD to provide and manage the fiber termination equipment for delivery of fiber optic WAN services at each of the 5x locations. ACD will provide all needed router and IP configurations to support Delhi Township's Internet and fiber WAN traffic.

*Misc. Services:*  
 ACD can provide standard voice lines via the fiber optic WAN at any time upon request for just \$15.00 per line as needed.  
 ACD can provide analog (POTS) services for use with fax, alarm, or fire lines at any time upon request for just \$24.95 per line.  
 ACD can provide high speed connectivity to the ACD Lansing datacenter for back-up server application for \$150/mo. if needed.

C1 6820  
 C2 -540698  
 C3 2779  
 0  
 0  
 0

**Acceptance** - Subject to the terms and conditions which are part of this agreement and are printed on pages 2 & 3 of this agreement and are incorporated herein by reference.

Accepted: \_\_\_\_\_  
Customer Signature

Accepted: \_\_\_\_\_  
Customer Name Printed

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

In the event of a provisioning problem causing unavailability of service installation, your payment will be refunded. This contract is not valid until accepted by ACD.net, Inc.



1800 N Grand River Ave  
Lansing MI 48906-3905  
tel: 517.999.9999  
fax: 517.999.3993  
web: www.acd.net

## ACD Fiber WAN / Internet Agreement

Date: Updated: 8-30-12  
Prepared by: Chris DeVine

1. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes and/or fees. All such taxes and fees shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides ACD with an appropriate exemption certificate. If any amounts paid for the Services are refunded by ACD, applicable taxes may not be refundable.
2. Performance & Limitations: Please visit [www.acd.net](http://www.acd.net) for a copy of our Service Level Agreement (SLA) for uptime guarantee. For Interruptions resulting from Internet traffic, customer hardware or software, or individual websites or services outside the control of ACD.net are not counted in the availability percentage provided in SLA. ACD.net guarantees all stated performance criteria to the Primary Network Access Point (NAP), and other peering points ACD.net peers with.
3. Your Committed Information Rate: (CIR) is twenty percent of your committed bandwidth for both upload and download, unless otherwise specified. Bandwidth for un-metered (burstable) services are billed above the contracted commit on a Mbit scale normalized on the 95th percentile billing standard.
4. IP Addresses: ACD.net will provide a reasonable amount of IP addresses to the customer. Customer must adhere to the ARIN.NET swip templates and IP block assignment guidelines. IP address blocks that are not in use may be reclaimed or readjusted by ACD.net to conform to IP address assignment guidelines.
5. Installation, Setup & Support: Installation is to the DMARC at the address listed on the first page of this agreement. Any extension(s) from the DMARC is the Customer's responsibility, which, if needed, ACD.net may provide a quote for Setup of workstation(s) and/or server(s) and/or premise inside wiring is not included in the installation of service, unless otherwise specified. ACD.net will provide basic support related to monitoring, IP addressing, DNS and other ACD.net related services. Missed appointment by customer where ACD.net requires access to internal wiring are subject to a \$50.00 truck roll fee.
6. Care, Use, and Location; Loss of ACD.net Owned Equipment: You will keep and use the Router only at your address shown on page 1, or on any attached schedule, and you will only use it for business purposes and in compliance with all applicable laws and ACD.net's Network Abuse Policy available at <http://www.acd.net>. You will not make any alterations to the Router without prior written consent, nor will you permanently attach the Router to your real estate. You are responsible for protecting the Router from damage, except for ordinary wear and tear, and from any other kind of loss while you have the Router or while it's being delivered to you. In the event the Router is lost or damaged, so long as you are not in default under the Agreement, then you shall have the option to: (a) replace the Router, or (b) pay to us both the unpaid balance of the remaining Agreement term and our residual interest in the Router, present valued using a discount rate of six (6%) per year (or other rate required by law).
7. Sole Use: The services on this agreement are for your sole use and may not be used for Multi-Tenant Units, resold or shared without ACD.net's written permission.
8. Common Carrier: ACD.net and Customer agree that ACD.net is solely acting as a common carrier in its capacity of providing services hereunder, is not a publisher of any material or information and has no right to edit or censor the material at Customer's site.
9. Normal Operations: Customer understands and agrees that occasional temporary interruptions of any Internet Services may occur as normal events in the provision of the Internet Services. ACD.net agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will ACD.net be held liable for any financial or other damages due to such interruptions. In no event shall ACD.net be liable to the Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, loss of income or cost of replacement services.
10. Warranty/Limitation of Liability: Customer hereby agrees that ACD.net makes no warranties, express or implied and Customer hereby waives any claim based upon any breach thereof. Customer further agrees that ACD.net shall not be liable for any consequential, indirect or punitive damages arising out of any breach, delay or default in performance of this Agreement, and in any event, the amount of damages due from ACD.net to Customer shall never exceed, and shall be limited to, a credit allowance of all payments made to date of claim, but not to exceed one (1) months' service fee at current rates. ACD.net liability arising out of delays in installation, commencement or restoration of Service, or out of mistakes, accidents, omissions, interruptions, delays, or defect in transmission, including those which may be caused by regulatory or judicial authorities, shall in no event exceed the amount of the credit allowance, if any, available under this Section. Without limiting the foregoing, ACD.net shall have no obligation to provide alternative routing with respect to any Service provided pursuant to this Agreement. IN NO EVENT SHALL ACD.NET BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE, OR FOR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, NEGLIGENCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS OR DEFECT IN TRANSMISSION, OR DELAYS, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF ACD.NET PURSUANT TO THIS AGREEMENT. ACD.NET MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE FOR THE SERVICE OR LOCAL ACCESS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY ACD.NET ARE HEREBY EXCLUDED AND DISCLAIMED.
11. Force Majeure: ACD.net shall not be liable to Customer or any other person, firm or entity for any failure of performance under this Agreement if such failure is due to any cause or causes including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrences; any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties; ACD.net failures, shortages, breaches or delays.
12. Expiration and Automatic Renewal of Contract: At the end of the initial contracted term, contracts are automatically renewed as a month to month contract at the price of the original term of the contract, unless either party is notified.
13. Indemnity by Customer: Customer agrees to release, hold harmless, defend and indemnify ACD.net, its subsidiaries, employees and agents from any claims, damages, including but not limited to consequential damages, or any other liability arising from Customer's use of ACD.net's services and facilities provided to Customer under this Agreement, even if ACD.net has been advised of the possibility of such damages, including payment of ACD.net's reasonable attorney fees.
14. Liability of Customer: Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer or other or by the use of Customer-provided facilities or equipment, or by the use of facilities or equipment furnished by any other person using Customer's facilities which are connected to ACD.net's facilities, shall not result in the imposition of any liability upon ACD.net and Customer shall pay to ACD.net any reasonable costs, expenses, damages, fees or penalties incurred by ACD.net as a result thereof, including costs of local exchange company, labor and materials.
15. DSL Orders: Due to digital subscriber line ("DSL") technology characteristics, the maximum DSL Internet access speed deliverable to customer at the Premises cannot be finally determined until the time of installation. In the event the ordered DSL service speed is not deliverable to you, you shall automatically receive and accept the available DSL service speed at the applicable lower rate. Bandwidth is measured from your location to our point of presence.



1800 N Grand River Ave  
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**ACD Fiber WAN / Internet Agreement**

Date: Updated: 8-30-12  
 Prepared by: Chris DeVine

16. Payment & Terms: Invoices will be delivered electronically via email. Payment is due within 20 days of invoice. Balances that remains unpaid before the next billing date shall be considered in default and are subject to a late fee of one and one-half (1-1/2%) of the balance due per month, or the highest rate permitted by law, whichever is less. Returned checks are subject to a charge of \$25.00 per occurrence. Accounts unpaid 60 days after date of invoice(s) may have service interrupted and/or any new projects, upgrades, change orders may be (at ACD's sole discretion) delayed or postponed. Such interruption or delay does not relieve Customer of the obligation to pay the monthly charges. The printed and mailed paper invoice fee is \$2.00 per month. All billing disputes must be made in writing no later than sixty (60) days after the date of the alleged billing error, whether on an invoice or a charge against your credit/debit card.
17. Default: If you do not pay any charges owed to ACD.net when due or if you violate any of the terms of this agreement, ACD.net has the right to interrupt, discontinue or restrict your service and/or delay any new project, upgrade or change or either temporarily or permanently. In either case, ACD.net shall incur no liability whatsoever. Such interruption does not relieve Customer of the obligation to pay the outstanding balance, the monthly charge, and/or termination fees. If ACD.net refers your account to an attorney or agency for collection, you agree to pay all costs of collection or other remedies for its default or breach contract, including attorney's fees, court costs, and any other fees incidental thereto.
18. Termination of Service: Service may be canceled only by a 30 day advance written notice. If you cancel your service before the end of your contracted period you must pay the applicable Early Cancellation Fee. The Early Cancellation Fee is 1) 50% of the base monthly charges for each of the remaining months in the selected agreement term, and 2) any Non-Recurring Revenue Charges waived by ACD.net hereunder including, but not limited to, ACD.net line installation costs. 3) if ACD.net provides any equipment options under a lease as indicated on page 1 in the Internet Access Agreement/Contract, 100% of the remaining term payments. Any termination does not relieve Customer of its obligation to pay any charges incurred. 4) The retail price for any non-returned ACD.net provided equipment. A number transfer or "Port" to a new provider does not constitute written notice. Any services transferred will be terminated and we will select the most appropriate billing plan for any remaining numbers and/or services on your account, and you will continue to be responsible for all the charges and fees associated with the remaining services, including any cancellation fees applicable to the ported number. ACD.net may terminate or disable service for non-payment of any service provided to customer. Such interruption does not relieve Customer of the obligation to pay the monthly charge.
19. Acceptance, Installation & Porting: Upon notification that a Service is available, customer may test the Service to determine if the Service is operating in accordance to the agreement. If Customer provides ACD with written notice that a service is in material non-compliance with the applicable agreement/ specifications within three (3) business days after ACD notifies Customer that the Service is available, then ACD will promptly take such reasonable action as necessary to correct any such non-compliance in the Service and shall, upon correction, notify customer of a new start date of service. If customer does not deliver a non-compliance notice with the three (3) business day period, Customer shall be deemed to have accepted Service, and the billing will commence on the Start of Service Date. Porting of numbers must be scheduled by customer within two weeks after service is installed and confirmed working with temporary numbers. If port is not scheduled or customer delays porting for any reason then ACD will begin billing as of date of installation for all services.
20. Termination prior to Installation: Should the Customer cancel or change the Services requested prior to the installation date, the Customer shall pay ACD.net all costs incurred by ACD.net to install the Services or in preparing to install the services that it otherwise would not have incurred.
21. Service Provisioning: If the Service is to be furnished via copper/fiber facilities acquired from a serving Local Exchange Carrier and such facilities are/or become unavailable for use, ACD may either provision service over alternative facilities or discontinue Service without liability or any further obligation to Customer.
22. Telephone Services: All Telephone/VoIP services are governed by our terms and conditions located at <http://www.acd.net/voip/termsandconditions.htm> and are included by reference. ACD.net must be/remain be your primary carrier for your telephone service for any bundled pricing to remain in effect.
23. Unlimited Calling Plan Restrictions (Local and Long Distance): Customer must subscribe to local access with ACD.net with Unlimited Calling on all lines at the customer's service location. Applies only to domestic direct-dialed calls. Toll-free calls, operator-assisted calls, and calling cards will incur additional charges. Calling plan covers live voice calls. Certain applications, which are at ACD.net's sole discretion, e.g., auto-dialing, broadcast FAX, modem to modem, long distance Internet or intranet access, call center and certain switching applications, or usage patterns that are inconsistent with normal business voice applications are not allowed. Customers not complying with the terms of the plan will be changed to a per-minute rated plan at ACD's sole discretion. Service not available in all areas.
24. E911 Services: ACD.net is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to you and/or your company, as is the case with E911 service provided by a traditional telephone service provider, you are advised that the E911 service provided by ACD.net: 1) may not function with the loss of electrical power, including the loss of power to telephone equipment or other equipment necessary to route E911 calls to the appropriate emergency call center; 2) may not function if the broadband connection is not operational; 3) will not function at a remote location or may transmit incorrect physical location information for the caller if internal users are allowed to use their IP-based phones remotely; 4) will not function if the telephone equipment or other equipment necessary to place calls is not correctly configured; 5) may not transmit the correct physical address for the E911 call due to incorrect information provided by you, use of a non-native telephone number or delays in loading or updating automatic number identification and location information into the E911 database; 6) may not be capable of being received and/or processed by an emergency call center do to the center's technical limitations; and 7) may be affected by other factors or force majeure events, such as quality of the broadband connection and network congestion. Your signature on this agreement will serve as your acknowledgement that ACD.net has advised you of these potential limitations. ACD.net will also provide labels, at your request, to alert users to the limitations discussed above. The FCC has suggested that these labels be placed on or near the telephone and/or equipment associated with your service. The physical location which you provided to us prior to the initiation of service and at which our services are first installed shall be the registered location that will be provided to the emergency call center when you place a E911 call and will remain the registered location until ACD.net is notified in writing of any change.
25. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of ACD.net's Network constitutes acceptance of these Terms and Conditions. The individual, by signing below, warrants and represents that he/she is an authorized representative of the above named company, as such, may enter into contracts on behalf of the above named company.

Agrees: \_\_\_\_\_  
 Customer Signature

Accepted: \_\_\_\_\_  
 ACD.net, Inc.

Agrees: \_\_\_\_\_  
 Customer Printed Name

Accepted: \_\_\_\_\_

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

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