

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON JUNE 18, 2013**

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The members of the Delhi Charter Township Committee of the Whole met on Tuesday, June 18, 2013, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Clerk Hope called the meeting to order at 6:30 p.m.

Members Present: Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: Supervisor C.J. Davis

Others Present: John Elsinga, Township Manager  
Jolee Hamlin, Head Librarian, CADL-Holt/Delhi Branch  
Sgt. Jeff Weiss, Delhi Division, Ingham County Sheriff's Office  
Sandra Diorka, Director of Public Services  
Brian Ball, Assistant Fire Chief  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**APPOINT CHAIRPERSON PRO-TEM**

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**Hope moved to appoint Trustee Ketchum as Chairperson Pro-Tern.**

A Voice Poll was recorded as follows: All Ayes

Absent: Davis

**MOTION CARRIED**

**BUSINESS**

**CAPITAL AREA DISTRICT LIBRARY – HOLT/DELHI BRANCH**

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Jolee Hamlin, Head Librarian, Capital Area District Library (CADL) -Holt/Delhi Branch reported on the highlights of the 2012 CADL – Holt/Delhi Annual Report (on file in the Clerk's office).

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

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Sgt. Jeff Weiss, Ingham County Sheriff's Office/Delhi Division, reported on the highlights of the May Ingham County Sheriff's Office/Delhi Division Activity Report (ATTACHMENT I).

**COMMUNITY DEVELOPMENT DEPARTMENT – MAY ACTIVITY REPORT**

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The Board reviewed the May Community Development Department Activity Report (ATTACHMENT II).

**FIRE DEPARTMENT – MAY ACTIVITY REPORT**

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Brian Ball, Asst. Fire Chief, reported on the highlights of the May Fire Department Activity Report (ATTACHMENT III).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON JUNE 18, 2013**

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

**ADJOURNMENT**

Meeting adjourned at 7:13 p.m.

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

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

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

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

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SUBJECT TO APPROVAL

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



## Gene L. Wriggelsworth

Sheriff

Allan C. Spyke  
Undersheriff

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

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Delhi Township Board of Trustee's

**FROM:** Lieutenant Eric Trojanowicz

**DATE:** June 3, 2013

**RE:** May 2013 Monthly Report

**HIGHLIGHTED CASES AND INCIDENTS:**

- 05/01/2013 Deputy Ward initiated a traffic stop on a vehicle for a traffic violation at Washington Ave. and Great Lakes Dr.. The driver of the vehicle was found to be intoxicated and was arrested for operating a motor vehicle while intoxicated. The driver of the vehicle was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 05/01/2013 Deputy Ward initiated a traffic stop on a vehicle for a traffic violation at Aurelius Rd. and Miller Rd. The driver of the vehicle was found to be intoxicated. The driver of the vehicle was arrested for operating a motor vehicle while intoxicated. The driver was lodged at the Ingham County Jail. Charges are being sought on the driver for operating while intoxicated 2<sup>nd</sup> offense through the Ingham County Prosecutor's Office.
- 05/02/2013 Deputy Bowden is investigating a forged check complaint at 1325 N. Cedar St. (Schram Auto Parts). Unknown suspect(s) are forging company checks and cashing the checks. The scam appears to have originated out of the Detroit area. The investigation is on – going.
- 05/02/2013 Deputy Bowden is investigating a larceny complaint at 1325 N. Cedar St. (Schram Auto Parts). Unknown suspect(s) stole catalytic converters from vehicles at Schram Auto Parts. The investigation is on – going.

- 05/06/2013 Deputy Huhn is investigating a home invasion complaint where the suspects were armed with handguns in the 1800 block of Schoolcraft. The victim was tied up inside the residence with duct tape. The suspects went through the residence and stole a shotgun and jewelry. Four suspects has been arrested. The investigation has been turned over to the Detective Bureau for follow – up investigation.
- 05/07/2013 Deputy Boerkoel is investigating a home invasion in the 5200 block of W. Holt Rd. The unknown suspects gained entry into the residence and the victims were duct taped. The suspects stole a handgun from the residence and they also stole the victims truck. The truck has since been recovered and is being processed for possible evidence. The investigation has been turned over to the Ingham County Sheriff’s Office Detective Bureau for follow – up investigation.
- 05/07/2013 Deputy Jason Kuch is investigating a larceny from residence complaint in the 4100 block of Dallas Ave. A known suspect stole several items from the victims residence. The investigation is on – going.
- 05/08/2013 Deputy Brandon Doerr is investigating a malicious destruction of property complaint in the 2500 block of Kate St. The victim advised that a known suspect threw a bottle through the window to her residence. The investigation is on – going.
- 05/09/2013 Deputy Brandon Doerr is investigating a home invasion complaint in the 3800 block of Cornice Falls Dr. The victim had her residence broken into by unknown suspect(s). The unknown suspect(s) stole furniture, clothing, and electronics from the residence.
- 05/09/2013 Deputy Bennehoff is investigating a larceny complaint at 2005 Eifert Rd. (Big Ten Party Store). An unknown suspect stole the cancer donation jar with money in it from the establishment.
- 05/09/2013 Deputy Bennehoff is investigating a larceny of scrap metal in the 4200 block of Sycamore. The suspects were identified and charges are being sought through the Ingham County Prosecutor’s Office.
- 05/10/2013 Deputy Narlock is investigating a larceny from vehicle complaint that occurred in the 1800 block of Hollowbrook Dr. The victim had a lap top computer stolen out of his unlocked vehicle by unknown suspect(s).
- 05/10/2013 Deputy Huhn is investigating a larceny complaint at 1211 N. Cedar St. (Kitsmiller RV). The business had numerous trailers broken into by unknown suspect(s). The suspect(s) stole miscellaneous items from the trailers.
- 05/10/2013 Deputy Huhn is investigating a larceny from vehicle complaint that occurred in the 3900 block of Keller Rd. The victim had her vehicle broken into by unknown suspect(s). The suspect(s) stole two credit cards from the victim’s vehicle.

- 05/11/2013 Deputy Huhn is investigating a home invasion and felonious assault in the 1500 block of Eifert Rd. The homeowner came home and found somebody inside of his residence. A second suspect struck the homeowner in the head with a baseball bat. Both subjects were arrested and lodged at the Ingham County Jail. Charges are being sought through the Ingham County Sheriff's Office.
- 05/13/2013 Deputy Torok stopped and talked to a suspicious person in the area of the 4100 block of Holt Rd. The suspicious person was in possession of stolen property and was arrested. He was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 05/13/2013 Deputy Torok is investigating a larceny from vehicle complaint in the 1900 block of Dean Ave. The victim had several electronics stolen from his vehicle from a known suspect. The suspect was contacted later in the day and had the victims property on him. The suspect was arrested and lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 05/18/2013 Deputy Boerkoel is investigating a home invasion in the 1800 block of Maple St. The victim advised that unknown suspect(s) broke into her residence. No evidence left at scene to identify suspect(s).
- 05/21/2013 Deputy Ward and Deputy Pulst initiated a traffic stop on a vehicle for a traffic violation at Jolly Rd. and Pine Tree Rd. The driver of the vehicle had marijuana in her possession and was arrested for possession with intent to deliver marijuana. The driver was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 05/22/2013 Deputy Huhn is investigating a malicious destruction of property complaint in the 6900 block of Aurelius Rd. The victim had a window to her garage damaged by unknown suspect(s).
- 05/23/2013 Deputy Kindervater is investigating a uttering and publishing complaint at 2285 Cedar St. (Citizens Bank). There is a known suspect in the uttering and publishing. The investigation is on – going.
- 05/23/2013 Deputy Torok is investigating a malicious destruction of property complaint that took place in the 3800 block of Knotwood Dr. The victim states that an unknown suspect(s) put paint on her driveway.
- 05/23/2013 Deputy Bennehoff is investigating a larceny of bikes in the 4000 block of Holt Rd. The victim had two bikes stolen by unknown suspect(s).
- 05/23/2013 Deputy Bennehoff is investigating a larceny of bike complaint in the 4000 block of Holt Rd. The victim had his bike stolen by unknown suspect(s).

- 05/27/2013 Deputy Torok is investigating a unlawful driving of an automobile that took place in the 2400 block Aurelius Rd. The victim advised that a known suspect stole her vehicle. The investigation is on – going.
- 05/28/2013 Deputy Bennehoff is investigating a larceny from vehicle complaint that took place at Cedar St. and Holt Rd. The victim had his vehicle broken into by unknown suspect(s) and had a Tom Tom GPS stolen out of his vehicle.
- 05/28/2013 Deputy Brandon Doerr is investigating a larceny complaint that took place in the 4600 block of Lambeth Way. The victim had his garage broken into by unknown suspect(s) and electronics were stolen from the garage.
- 05/29/2013 Deputy Richards investigated a home invasion in the 4300 block of Dell Rd. The victim advised that unknown suspect(s) gained entry into her residence and ransacked it. It is unknown at this time if any property was stolen.
- 05/29/2013 Deputy McElmurray and Deputy Pulst investigated a larceny from vehicle complaint in the 1600 block of Aurelius Rd. The victim had her vehicle broken into by unknown suspect(s) and a radio was stolen.
- 05/30/2013 Deputy McElmurray and Deputy Pulst investigated a larceny from vehicle complaint at 2040 Aurelius Rd. (Buddies Restaurant). The victim had her vehicle broken into by unknown suspect(s). The unknown suspect(s) stole the victim's purse that contained cash, credit cards, and her driver's license.
- 05/30/2013 Sergeant Weiss initiated a traffic stop on a vehicle for a traffic violation at Jolly Rd. and Aurelius Rd. The driver of the vehicle was found to be intoxicated and was arrested for operating while intoxicated. The driver was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 05/31/2013 Deputy Huhn is investigating a malicious destruction of property complaint in the 4300 block of Keller Rd. The victim had the window to her vehicle damaged by unknown suspect(s).

### **STATISTICS:**

During the month of May, Deputies responded to 437 calls for service (written/blotter complaints). They made 128 arrest of which 67 were self – initiated. Deputies issued 164 citations. Deputies conducted 425 business/property checks, 17 liquor inspections, and spent 172.8 hours in Community Policing. Deputies participated in 202.7 hours of training.

### **Calls for Service**

**2011**

**2012**

**2013**

May	529	465	437
Year to Date	2356	2177	1821

**Total Arrests**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
May	101	136	128
Year to Date	430	553	582

**Total Self – Initiated Arrests**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
May	79	59	67
Year to Date	345	303	344

**Citations Issued**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
May	122	241	164
Year to Date	977	1196	1157

COUNTY of INGHAM  
State of Michigan  
SHERIFF'S OFFICE



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Undersheriff

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Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Lt. Eric Trojanowicz  
**FROM:** Dep. Kelly Bowden #5379  
**DATE:** Saturday, June 08, 2013  
**RE:** May 2013 Monthly Business Officer Report

Total Complaints:	20
Traffic Stops:	11
Citations:	4
Property/ Business Checks:	107
Community Policing Hours:	45.2
Liquor inspections:	4

**Community Policing Highlights:**

I participated in a Child ID event with the local chapter of the Masons. The event was held at the Mason Presbyterian Church and we had a very good turn out. I am coordinating with the Masons to work future events together.

Deputy Richards, Deputy Hull and I participated in Portfolio day at the Holt High School 9<sup>th</sup> Grade campus. The students meet with a community leader and give a short presentation about their accomplishments between 6<sup>th</sup> and 9<sup>th</sup> grades. The students I worked with seemed generally well prepared and did very well with their presentations.

I represented the Ingham County Sheriff's Office and Delhi Division at the funeral of a Dearborn area firefighter killed in the line of duty. There was a very large turn out with

agencies represented from across Michigan and the Midwest. There were also departments present from Canada.

Deputies Richards, Hull, and I participated in the annual safety patrol picnic at Hawk Island Park. There was a large turn out of kids from many schools in the Lansing Metro area. We displayed a patrol car, our police bikes, and even joined a volleyball game with some of the kids. On that same date, we also represented the department in the annual Ride of Silence. This is a series of bike rides held throughout the state to commemorate bicyclists who were killed while riding on Michigan roads. We escorted the riders from the campus of MSU to the State Capital, along with officers from Lansing Police, MSU Police and LCC Police.

**Investigative Highlights:**

The following is a highlight of the more notable cases I have investigated this month:

I recovered two stolen handguns from an area businesses. Both were stolen in separate, unrelated incidents and then sold to the business. The firearms have been turned over to the agencies having jurisdiction over the matter.

Due to numerous thefts occurring in the 1300 block of Cedar Street, I have conducted random plainclothes surveillance on several businesses. Thus far, I have had no luck locating the responsible parties, but am confident the effort will pay off.

I responded with Adult Protective Services to check the welfare of an elderly male resident who was reportedly carrying a firearm around his house and making threats to harm his neighbors. After contacting the man it quickly became apparent the male couldn't care for himself and was possibly delusional. The male believed his neighbors were poisoning his dogs and also was incapable of attending to basic hygiene and health needs. I convinced the male to be transported by ambulance to the hospital for evaluation of his well-being. After speaking with a family member, I confiscated the male's firearms and held them for safekeeping at the Sheriff's Office.

I was dispatched to the parking lot of a local business after an anonymous passerby complained of a dog being locked in a vehicle. The owner of the dog and vehicle met me in the parking lot as I pulled up and we checked on the animal. The owner showed me she had left three out of four of the vehicle's windows rolled partially down and had provided the dog with a large bowl of water to drink from. It was a cool day out and the vehicle was not parked in the direct sunlight. The female advised she would be leaving the area soon and would monitor her dog's well being until she did so.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379

*COUNTY of INGHAM*  
State of Michigan  
SHERIFF'S OFFICE



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**Sheriff**

**Allan C. Spyke**  
Undersheriff

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Major

**Joel Maatman**  
Major

**TO:** Lt. Eric Trojanowicz  
**FROM:** Deputy Mary Hull #5353  
**DATE:** Thursday, June 06, 2013  
**RE:** May 2013 Monthly Report

**MONTHLY STATS:**

Complaints: 27  
School Contacts: 47  
Community Policing hours: 77

**COMMUNITY POLICING ACTIVITY:**

During the month of May, I along with a number of other personnel from Ingham County Sheriff's Office, and professional businesspersons from the community participated in the Portfolio Days at the 9<sup>th</sup> grade campus. Each student is given 15 minutes to present their portfolio for one or two interviewers. Each student gave a brief introduction of themselves, discussed what their educational and career plans were for the future, and presented a number of artifacts they were proud of, which could be from the current school year, a past school year and any extracurricular activities in or outside of school. After each interview, the volunteers provided feedback based on the organization of the students presentation, how well prepared they were, and how they delivered their presentations.

On May 4, I was part of the recycle – reuse event at Delhi Township Waste Water Treatment Plant. Members of the community were encouraged to bring unused medications for proper disposal. In all 50 cars came through dropping off medication they no longer needed or used. Once the medication was collected, it was tagged into evidence at the Ingham County Sheriff's Office Quartermaster Division; in turn, the Quartermaster took the medication to a facility in Kent County, where it was disposed of properly. At the end of the one-day event, I collected six boxes containing non-controlled medications, and one box containing controlled medications.

On May 15, Deputy Richards, Deputy Bowden and I participated in the annual Police and Fire Safety Picnic at Hawk Island. Thousands of safety's from the Tri-County area came to Hawk Island to celebrate their commitment to helping other students get to and from school safely. Safety's visited with Police and Fire personnel from other agencies including Michigan State Police, County Sheriff's Departments, and City and Township Police and Fire Departments. In addition, safety's also had the opportunity to see a Med-Flight and Military helicopter up close. Later that same day Deputy Richards, Deputy Bowden and I participated in the annual Ride of Silence with Lansing Police Department, Michigan State University Department of Public Safety, and Lansing Community College Police Department. More than 150 participants took to the road, riding from Michigan State University to the State Capital, in a silent procession to honor cyclists who have been killed or injured while cycling in public roadways.

Throughout the month, I also assisted students, staff and parents cross Holt Road at Kahres Road for Bike to School Day; I attended a truancy forum; and assisted the High School with a tornado drill.

**OTHER HIGHLIGHTS:**

During the month of May, I responded to 27 calls for service. Calls included drug complaints, larceny, harassment, truancy, trouble with subject and CPS referrals.

On May 1, I received a complaint from a parent of a Jr. High student reference a stolen iPod. The parent reported that her daughter believed that her iPod was taken while she was using the restroom at the school; however, her daughter was not able to identify the person she thought took the item. The parent also reported that her daughter's friend believed that he saw a fellow female student with the stolen iPod, when he grabbed the iPod the girl kicked him, grabbed the iPod back and ran off. The witness did not know who the girl was nor could he pick her out of a picture book. After a thorough investigation, the iPod has never been located and no suspects have been identified. On May 3, I assisted Deputy McElmurray with investigating a stolen iPhone from the Jr. High. The evening before Deputy McElmurray took a report from a student that reported that her phone was taken from her locker during the school day and the person she believed responsible was her locker mate. Prior to my arrival to the school for follow up, the phone was located and returned to the person it belonged to.

During the month, I received reports of four different drug complaints. One report was from a teacher that he/she was walking in the hall and detected a strong odor of marijuana

coming from a locker. The owner of the locker was located and ultimately admitted to smoking prior to the beginning of the school day. The evidence that was collected was turned over to Ingham County Sheriff's Office Quartermaster to be destroyed. The second report occurred after three students attempted to enter the school while classes were in session. It was determined that all three students were absent from classes; in addition, one student moved his vehicle from one parking lot to the next. A search of the vehicle by school officials revealed a glass jar containing a substantial amount of marijuana. The drugs were submitted to Michigan State Police Crime Laboratory for analysis. The last two drug complaints were related and stemmed from an interaction between a student and teacher. A teacher reported that a student appeared to be under the influence of drugs or alcohol. When the student was questioned, he reported that he got a ride to school with another student. When the friend's car was searched by school officials a number of different smoking devices were located. All of the items collected were placed into evidence at Ingham County Sheriff's Office Quartermaster Division and submitted to Michigan State Police Crime Laboratory for chemical analysis.

During May, I received five truancy complaints, one from Hope Middle School and five from Washington Woods Middle School. The parents of the children were contacted about their child's attendance and provided a notice, per Act 35 of the Public Acts of 1944, requiring them to have their children in school on a regular consistent basis after the date of the notice. Of the notices sent, only one parent has refused to send their child to school as required by law, because of their failure to do so, a warrant request was submitted to Ingham County Prosecutor's Office.

On May 14, I received a threats complaint that did not occur at Holt Schools. The reporting party advised that his son was at home playing a game on the Internet when he received a message he perceived to be threatening. The possible suspect in the incident advised that his computer was inoperable, which was confirmed by his parents.

On May 16, I was called to Holt Jr. High for an incident that occurred on the bus, while it was en route to the Jr. High. Two girls approached another student on the bus asking why she was talking about their friend. At first the student did not respond, which caused the other two girls to begin yelling. After the yelling began, the female student that refused to engage in the conversation began yelling back. All four girls were escorted off the bus and parents were called.

Respectfully submitted,  
Mary Hull #5353

*COUNTY of INGHAM*



State of Michigan

**SHERIFF'S OFFICE**

---

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Sheriff

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Major

To: Lt. E. Trojanowicz

From: Dep. P. Richards

Date: 06/07/13

Subject: May Monthly

**STATISTICALS:**

Comm. Policing Hrs: (58.5)  
Training Hours: (10.0)

Complaints taken: (19)  
Blotters taken: (06)  
Total calls taken: (25)  
Traffic stops: (10)  
Citations issued: (09)

Arrests: (01)Msd  
Contacts (school): (04)  
Contacts (business): (03)  
Training (01)

**COMMUNITY POLICING:**

During the month of May I was able to utilize both styles of patrol vehicles due to the many warm days that I experienced during this month. I was able to patrol several subdivisions while on routine patrol with the police mountain bike. I was able to witness many different traffic violations that occurred in my presence. I made several traffic stops while on the mountain bike and issued multiple traffic infractions for various violations ( failing to stop at stop sign, impeding the flow of traffic, loud exhaust, loud music...). I continued to speak with area neighbors/residents of problem areas within their area and what were the best times to be in their area. Many residents are still delighted to see their subdivisions patrolled by police officer on a mountain bike.

I am also continuing to issue out free coupons for soft drinks from local area merchants to any young person seen riding their bicycle while wearing a helmet. I have been involved with this program for several years; I have come across many happy bicycle riders that appreciated the incentive to wearing their helmet..

I met with the coordinator/manager of Delhi Manor on possible noise complaints and juvenile activity within the trailer community. We discussed the possibility of trespass letters on juveniles that do not live in Delhi Manor but frequent the location; some of these juveniles causing loitering and harassment complaints within the trailer community. We also discussed possible summer-time activities. Summer Beach party is planned for July; an additional meeting in June will help with additional details for the event.

I met with the coordinator/manager of Windmill Trailer community; we discussed their upcoming summer hot dog in the park event that is being planned for late July; an additional meeting in June will complete the details for this event. We also discussed possible drug intervention at certain addresses within the park; I forwarded all information to METRO for their possible intervention.

I participated in an all-week long 9<sup>th</sup> grade portfolio/interview presentation that consisted of most all of the 9<sup>th</sup> grade students creating a portfolio/interview package. This package was then displayed/presented to an interviewer panelist/observer for approx.. fifteen minutes; they (students) presented their school work papers, visual displays, artwork, extra-curricular activity material, plus many other possibilities. I witnessed several students display their portfolio to me during the week; I was able to review and discuss the portfolio with the students and other staff for job well done. I wish to participate in this positive instructive event next year.

I also participated in the annual Greater Lansing Safety Council Safety Patrol picnic; this event took place at Hawk Island Park in Lansing. Several hundred students participated from the local area. I spoke to several students during the event on safety practices; I also assisted in the operation of the Seat-belt convincer during this event. I was involved in the playing of volleyball with many of the students that participated in this event.

I maintained the Ingham County Sheriff's Office // Delhi Division Facebook webpage. This medium has been instrumental in helping us to keep the neighborhood watch groups (and other residents) informed on timely safety tips or information on possible persons/vehicles to look out for within the community. I continue to make entries every week onto the Facebook page. The Facebook entry was then sent to all the neighborhood watch groups.

I met with the coordinator/manager of South Square apartments. We discussed the possibility of

setting up an external lock-box for fire and police to be able to access; within the box would be a master key for only hallway entries -- not apartments. The manager will keep me informed on this matter; clearance from the owners of South Square will have to give their final approval. The manager and I also discussed ways to evict individuals that are violating rental agreements and township ordinances (disorderly/noise violations).

I met with the manager of Old Orchard Apartments on matters of disorderly tenants (noise); I have instructed the Delhi Sheriff's Office patrol to advise me of any citations that are being written to any of the tenants within Old Orchard apartment rental community (noise complaints violate the rental agreement within the rental community).

I worked along with Dep. Kelly Bowden on a special community policing project of maintaining surveillance targeting certain business locations within Delhi Township. These special assignments consisted of several days of surveillance and information gathering; to aid in the capture of a individual(s) or the detouring of any future crime at this location. Several additional special assignments are being planned for future times and locations.

## **OTHER MATTERS**

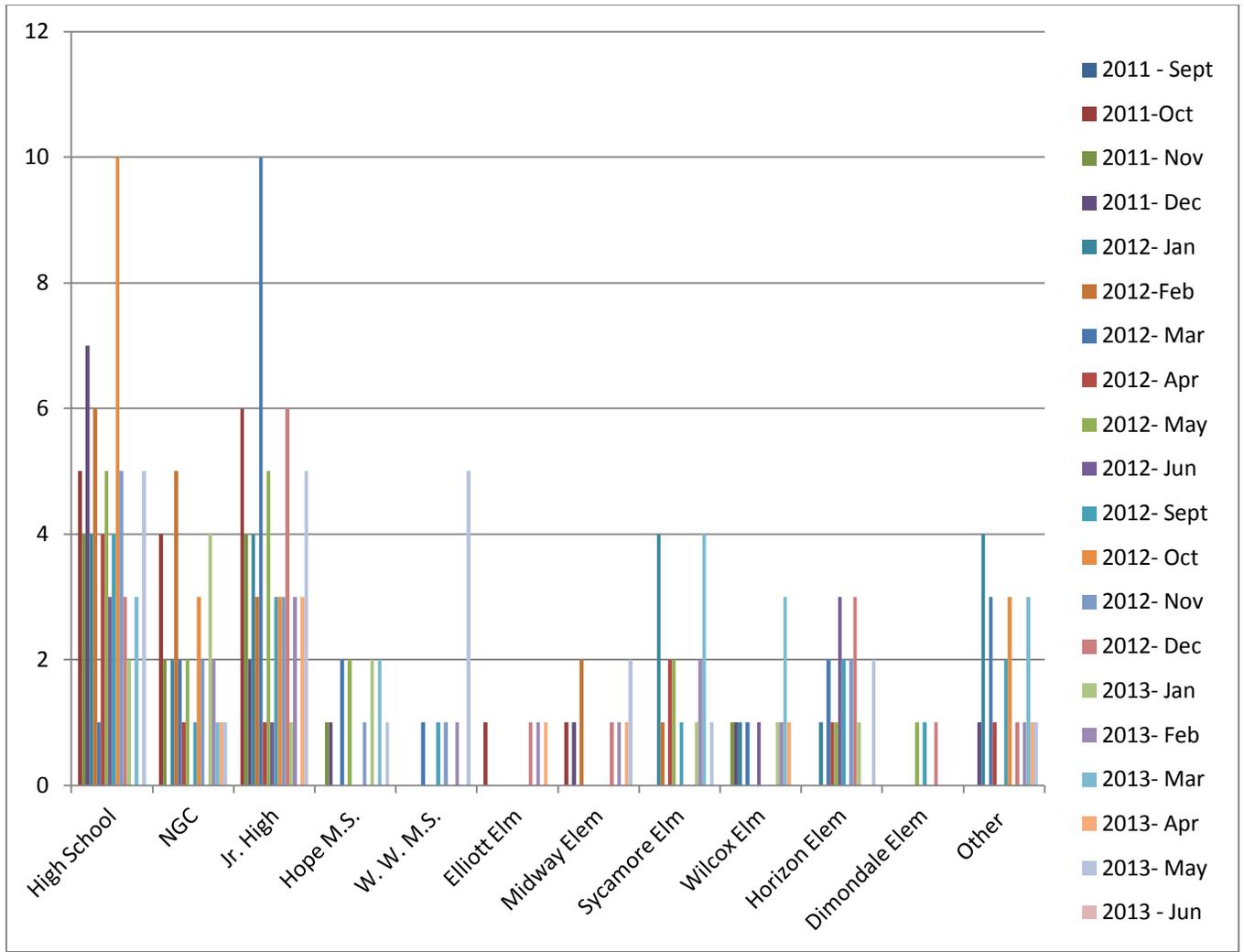
I investigated several accidents both with and without injury to persons. All accidents were mostly between two vehicles with moderate damage. Several of the vehicles required that they be towed from the location. All injuries were evaluated/treated at scene by the Delhi Twp fire dept. If a patient was taken to any area hospital a follow up with their emergency staff was conducted for status of the victim.

I investigated a UDAA (unlawful driving away of an automobile) that occurred in the Windmill Trailer community. I located the vehicle the same day of the incident; the suspect was arrested and taken to the Ingham County Jail for processing. Charges are being sought through the Ingham County Prosecutors Office.

I was involved in the discussion of a landlord/tenant dispute at a local apartment; I sought out information on this issue from the prosecutors office on this situation. I then advised the landlord and tenant on the legal matter and advised both to seek civil legal advice from their respective lawyers.

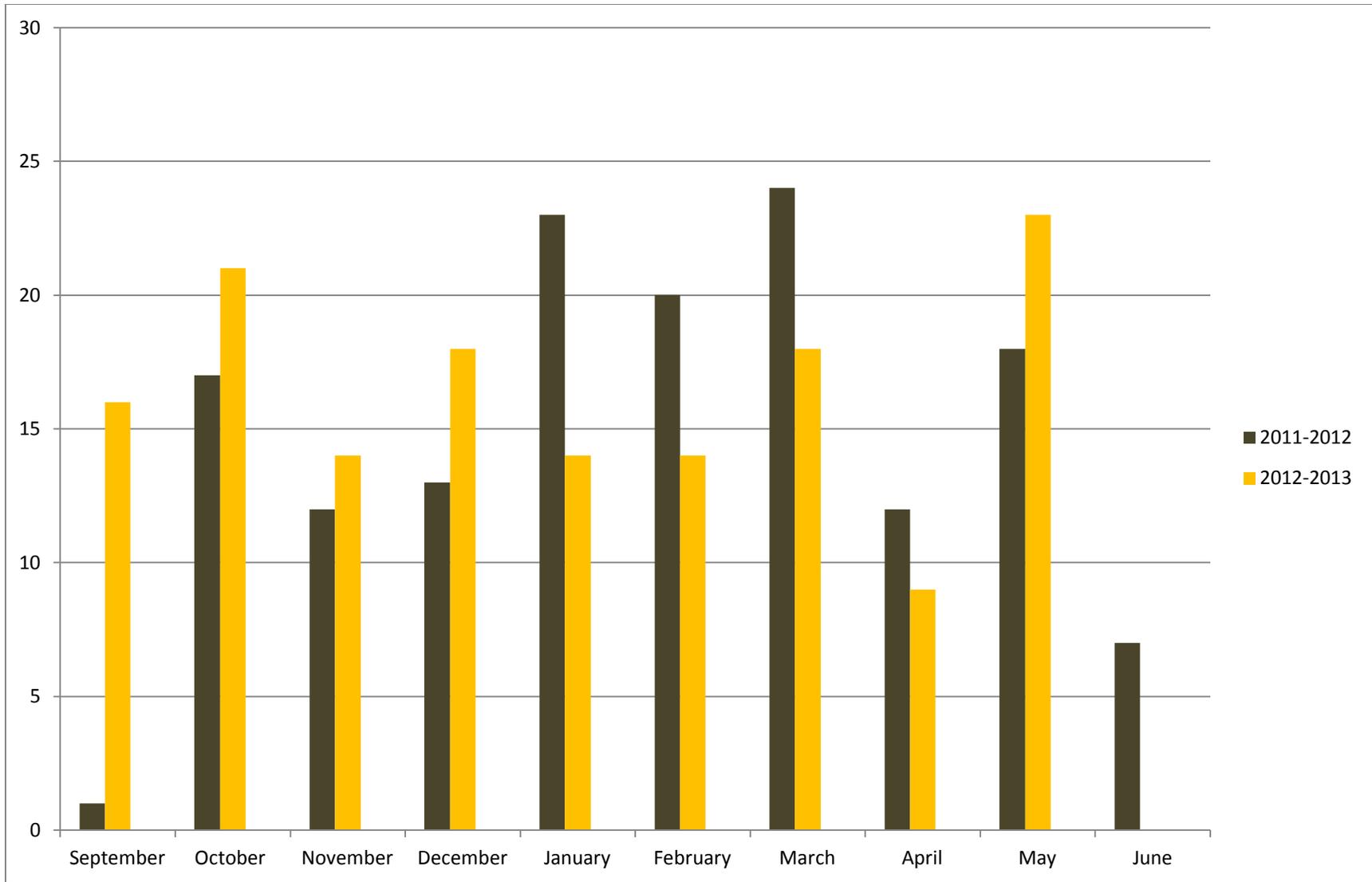
I investigated several larceny from an automobile complaints; I processed all scenes seeking physical evidence. I also canvassed the local area seeking additional information from the neighbors. No suspects on these cases. Any lifted prints were sent to the MSP crime lab for analysis.

I investigated a CSC 4<sup>th</sup> at the 9<sup>th</sup> grade campus between two students (male and female); improper touching. This complaint was unfounded.

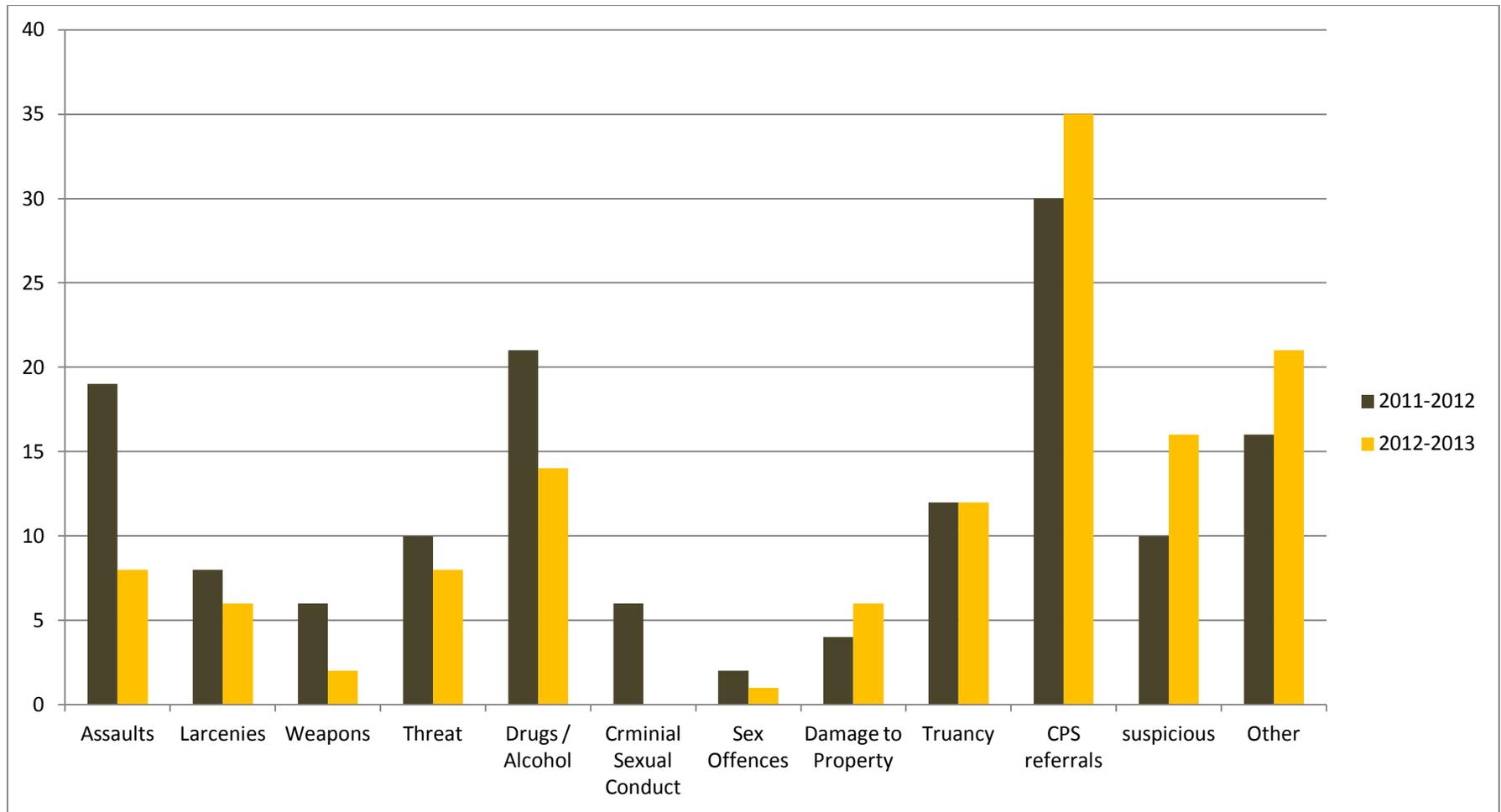


Complaints per School / Per Month

Other = School Bus / Administration



Number of Complaints for the 2011-2012 and 2012-2013 School Year



Types of complaints for 2011-2012 and 2012-2013 School Year

Other = Arson, Breaking and Entering, School Bus / Crossing Guard Violations, Hit and Run Accidents, Traffic Offenses, Disorderly

# Delhi Township Fire Department Monthly Report

May, 2013

## Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	194	-	194
Fire / Rescue	43	4	47
Total Calls	190	4	241
Staff Hours	415	75	490

Total calls in 2013: 1,056

Total calls for 2011: 2,577

## Inspections

Commercial Fire Inspections – 57

Fire Personnel Company Inspections - 17

## Training

327 Personnel participated in 526 Hours of Training

## Recruitment / Retention

<u>Activity</u>	<u>Hours</u>
Station tours	14.8
Meetings	19.5
Mentoring new personnel	5.5

**Mutual Aid:**            Given – 14            Received –7

## Miscellaneous

- Truck vs. SUV accident on Eaton Rapids Road – Good example of auto mutual aid between Delhi and Lansing
- Garage fire 4598 Holt Road – Loss \$15,000 – caused by electrical
- Grass fire in Alaiedon Township confined to less than ¼ acre

**DELHI CHARTER TOWNSHIP**  
**Department of Community Development**

**May 2013 Activity Report**

**New Permits:**

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits</u>	<u>Total Inspections</u>
Building	14	57	87
Electrical	7	18	26
Mechanical	3	28	69
Plumbing	2	15	27
Fire Inspections	N/A	N/A	64
<b>Totals</b>	<b>26</b>	<b>118</b>	<b>273</b>

**Soil Erosion Permits & APA Projects:**

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits/New Projects</u>	<u>Total Inspections</u>
Soil Erosion	4	12	82
Soil Erosion Waivers	0	0	0
APA Projects	0	0	0
<b>Totals</b>	<b>4</b>	<b>12</b>	<b>82</b>

**New Code Enforcement Cases:**

<u>Category</u>	<u>DDA Area Cases</u>	<u>Total Cases</u>
Building Maintenance	0	1
Fence Violation	1	1
Junk & Debris	1	5
Junk Vehicles	8	17
Miscellaneous	3	14
Noxious Weeds	11	43
Sidewalk Snow	0	0
Sign	2	2
Site Plan	0	0
Yard Parking	5	6
Improper Zoning Use	1	3
<b>Totals</b>	<b>32</b>	<b>92</b>
<b>Total # of Inspections</b>	<b>162</b>	

**Rental Program Information:**

Number of New Registered Rental Properties	4
Number of Rental Re-inspections	28
Number of Rental Investigations	1
Number of Rental Cycle Inspections	3

**Civil Infraction/Abatement Information:**

<b>Abatement/Clean-ups</b>	<b>9</b>
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	<b>\$2,654.39</b>
<b>Civil Infractions Issued</b>	<b>8</b>
<i>Civil Infraction Fines Issued (Year to date)</i>	<b>\$2,125.00</b>

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
<b>COMMERCIAL ALTERATION</b>						
PB13-076	6121 AURELIUS ROAD	MODERN BUILDERS SUPPLY INC	COMMERCIAL REMODEL	\$170,080	\$1,128.60	Y
COMMERCIAL ALTERATION				\$170,080	\$1,128.60	Total: 1
<b>COMMERCIAL MISCELLANEOUS</b>						
PB13-095	2068 CEDAR STREET	MORROW ROOFING INC	TEAR OFF AND RE-ROOF	\$25,900	\$50.00	Y
PB13-110	2129 AURELIUS ROAD	J. F. SHEWCHUCK CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
COMMERCIAL MISCELLANEOUS				\$33,900	\$100.00	Total: 2
<b>COMMERCIAL NEW STRUCTURE</b>						
PB12-309	4305 FIVE OAKS DRIVE	TIMBERLAND DEVELOPMENT	CONSTRUCTING A 3,680 SQ FT DENTAL OFFICE	\$396,560	\$2,620.20	Y
COMMERCIAL NEW STRUCTURE				\$396,560	\$2,620.20	Total: 1
<b>DECK</b>						
PB13-100	1255 N COLLEGE ROAD	RONALD MAY, BUILDER	CONSTRUCTING A 235 SQ FT DECK	\$2,115	\$50.00	Y
PB13-113	2523 GLEN COVE	GILL, DAVID & LOUISE	CONSTRUCTING A 224 SQ FT DECK	\$2,016	\$50.00	
DECK				\$4,131	\$100.00	Total: 2
<b>DEMOLITION</b>						
PB13-081	1581 JACQUELINE DRIVE	BETZ, EUGENE C & MICHELE M	DEMOLISHING INGROUND POOL	\$0	\$50.00	
PB13-086	1540 WAVERLY ROAD	GROSS, RANDALL & KEPLER, DONNA LEE	DEMOLISHING GARAGE	\$0	\$50.00	
PB13-117	2050 WASHINGTON ROAD	MIKE CHILDERS & SONS LLC	DEMOLISHING COLLAPSED BARN	\$0	\$50.00	
DEMOLITION				\$0	\$150.00	Total: 3
<b>FENCE</b>						
PB13-077	6121 AURELIUS ROAD	MODERN BUILDERS SUPPLY INC	REMOVE, REPLACE AND RELOCATE NORTH FENCE LINE AND REPLACE EAST FENCE LINE	\$0	\$50.00	Y

# DELHI CHARTER TOWNSHIP

## Building Permit Details

# of  
Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PB13-079	1967 ADELPHA AVENUE	CAMPBELL, HEATHER	INSTALL 6FT PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-080	1211 SUMAC LANE	ROOT, AARON	INSTALLING 4' CHAIN LINK FENCE IS REAR AND SIDE YARD	\$0	\$50.00	
PB13-093	2201 AURELIUS ROAD	MICHEAL, NATHAN	INSTALLING 6' FENCE ON SIDE YARD AND 4' CHAIN LINK ENCLOSING THE REST OF THE YARD	\$0	\$50.00	
PB13-097	2300 MOORWOOD DRIVE	SCHOUTEN, STEVEN E AND	INSTALLING 6' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-102	2110 GUNN ROAD	HAYES, ROBERT LEE AND	INSTALLING 4' CHAIN LINK FENCE IN REAR YARD	\$0	\$50.00	
PB13-108	3949 WILLOUGHBY ROAD	SMITH, KEVIN	INSTALLING A 6 FT PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-109	1840 MAPLE STREET	LONGWORTH, FOYE J AND	INSTALLING 6' PRIVACY FENCE ON THE NORTH SIDE YARD AND 3' SPLIT RAIL ON THE SOUTH SIDE YARD	\$0	\$50.00	
PB13-111	3689 OBSERVATORY LANE	JESSWEIN, JAMES A & DEBORAH J	INSTALLING A 6 FT PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-112	1589 GRAYFRIARS AVENUE	TROUT, TODD H	INSTALLING 6 FT PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-116	3825 ROYALE DRIVE	GRIFFIN, GREGORY R & STACEY E	INSTALLING A 6' FENCE ON REAR PROPERTY LINE	\$0	\$50.00	
PB13-118	2437 EIFERT ROAD	RAU, CHRISTOPHER A.	INSTALL AN ELECTRIC FENCE IN REAR YARD	\$0	\$50.00	
PB13-119	4624 GLENBERRY DRIVE	FISCHER, DEAN & TARBELL, ANGELA	INSTALLING 4' CHAIN LINK FENCE IN REAR YARD - THE AREA IN DITCH IS 4' WOVEN WIRE FENCE	\$0	\$50.00	
PB13-120	2145 MEADOWLAWN DRIVE	NESKY, JASON H	INSTALLING 4' CHAIN LINK FENCE DOWN FRONT/SIDE PROPERTY LINE	\$0	\$50.00	Y
PB13-121	1745 EIFERT ROAD	RACH, JOHN A & JANET K	INSTALLING A 6' SOLID FENCE ALONG THE WEST PROPERTY LINE	\$0	\$50.00	
PB13-122	2145 DEAN AVENUE	ADRIAN, ASHLEY	INSTALLING 5' CHAIN LINK FENCE IN REAR YARD	\$0	\$50.00	
PB13-123	3958 MARIMBA LANE	BEAUDETTE, JASON	INSTALLING 6' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	Y
PB13-126	1939 AURELIUS ROAD	WOLFORD, DOUGLAS & KRETZ, MARK	INSTALLING 6' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	

# DELHI CHARTER TOWNSHIP

## Building Permit Details

# of  
Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
<b>FENCE</b>				<b>\$0</b>	<b>\$900.00</b>	<b>Total: 18</b>
<b>POOL</b>						
PB13-105	2429 KINGLET COURT	HODGES, DAVID & JENNIFER	INSTALLATION OF AN ABOVE GROUND POOL	\$0	\$50.00	
PB13-115	4390 DELL ROAD	GLASS CONSTRUCTION	INSTALLATION OF AN ABOVE GROUND POOL	\$0	\$50.00	Y
<b>POOL</b>				<b>\$0</b>	<b>\$100.00</b>	<b>Total: 2</b>
<b>RESIDENTIAL ADDITION</b>						
PB13-106	4878 NICHOLS ROAD	POE, BRETT E & MARILYN A	627 SQ FT ADDITION	\$58,938	\$354.00	
PB13-125	4435 WILLOUGHBY ROAD	ODD FELLOWS CONTRACTING INC	184 SQ FT FOUR SEASON ROOM ADDITION	\$17,296	\$108.00	Y
<b>RESIDENTIAL ADDITION</b>				<b>\$76,234</b>	<b>\$462.00</b>	<b>Total: 2</b>
<b>RESIDENTIAL ALTERATION</b>						
PB13-088	3874 SANDHILL ROAD	FINK, RYAN & JORA	CONSTRUCTION OF SHED ROOF ON NORTH & WEST SIDE OF EXISTING 12' X 16' BUILDING	\$5,880	\$50.00	
PB13-101	4035 WATTS LANE	MAYBERRY HOMES, INC.	FINISHING 466 SQ FT OF BASEMENT	\$9,320	\$60.00	
PB13-104	2717 GILBERT ROAD	DENSMORE, RUTH	INSTALL FIRE WALL BETWEEN LIVING CORIDORS AND GARAGE AND INSTALLING CARBON DIOXIDE DETECTORS	\$2,000	\$50.00	
PB13-107	2180 BEECHNUT TRAIL	BERGETHON, RICHARD B & AMY S	FINISHING 869 SQ FT OF BASEMENT	\$17,380	\$108.00	
PB13-127	3747 MEIJER COURT	MOORE, SHAD	CLOSE DOOR OFF AT BACK OF GARAGE AND INTALL EXTERIOR DOOR ON WEST SIDE (SOUTH END)	\$150	\$50.00	Y
PB13-128	3878 SIERRA HEIGHTS	MILESTONE CONSTRUCTION	CONSTRUCTING A THREE SEASON ROOM ON EXISTING DECK	\$14,400	\$90.00	Y
<b>RESIDENTIAL ALTERATION</b>				<b>\$49,130</b>	<b>\$408.00</b>	<b>Total: 6</b>
<b>RESIDENTIAL DWELLING/GARAGE</b>						
PB13-089	3053 PINE TREE ROAD	MAYBERRY HOMES, INC.	CONSTRUCTING SINGLE FAMILY HOME	\$199,058	\$1,200.00	
PB13-090	1405 MOOSE DRIVE	EASTBROOK HOMES	CONSTRUCTING SINGLE FAMILY HOME	\$194,184	\$1,170.00	

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PB13-098	1886 SUNSHINE PATH	ALLEN EDWIN HOMES	CONSTRUCTING SINGLE FAMILY HOME	\$194,484	\$1,170.00	
PB13-114	4033 WATTS LANE	MAYBERRY HOMES, INC.	CONSTRUCTING SINGLE FAMILY HOME	\$198,218	\$1,194.00	
<b>RESIDENTIAL DWELLING/GARAGE</b>				<b>\$785,944</b>	<b>\$4,734.00</b>	<b>Total: 4</b>
<b>RESIDENTIAL MISCELLANEOUS</b>						
PB13-078	1907 ADELPHA AVENUE	ALL-WEATHER MAINTENANCE, INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-082	1930 SCHOOLCRAFT STREET	ESSER BUILDERS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-083	2154 DEAN AVENUE	SKIDMORE, JACK E	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-084	1616 HOLBROOK DRIVE	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-085	2211 CEDAR STREET	PATEL, HIRALAL & PATEL SURESH	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-092	1947 AUBURN AVENUE	C.S. ROOFING CO LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-094	1895 HAMILTON STREET	CUSTOM INTERIORS & REMODELING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-096	4331 KELLER ROAD	SIMON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-099	5985 CALETA DRIVE	SUPERIOR SERVICES RSH INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-130	1937 CROMWELL STREET	JORDAN ROOFING	TEAR OFF AND RE-ROOF UPPER FRONT AND UPPER REAR SLOPES	\$8,000	\$50.00	
PB13-131	2736 HYDRA DRIVE	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
<b>RESIDENTIAL MISCELLANEOUS</b>				<b>\$88,000</b>	<b>\$550.00</b>	<b>Total: 11</b>
<b>RESIDENTIAL STORAGE/GARAGE</b>						
PB13-066	2721 DELLRIDGE DRIVE	JOLY CONSTRUCTION	CONSTRUCTING 576 SQ FT POLE BUILDING	\$10,368	\$66.00	
PB13-087	2605 COLLEGE ROAD	MIDWEST POLE BARN	CONSTRUCTING A 1,440 SQ FT POLE BUILDING	\$25,920	\$156.00	
PB13-091	1540 WAVERLY ROAD		CONSTRUCTING A 960 SQ FT POLE BUILDING	\$17,280	\$108.00	

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	
PB13-129	1963 CROMWELL STREET	DONNA LEE WRIGHT, DEBRA L	288 SQ FT STORAGE SHED	\$5,184	\$50.00		
RESIDENTIAL STORAGE/GARAGE				<b>\$58,752</b>	<b>\$380.00</b>		<b>Total: 4</b>
<b>SIGN</b>							
PS13-011	1298 N CEDAR ROAD	THE POWER BARN	INSTALL A FREE STANDING 8' X 6' POLE SIGN	\$0	\$98.00	Y	
SIGN				\$0	\$98.00		<b>Total: 1</b>
<b>Totals:</b>				<b>\$1,662,731</b>	<b>\$11,730.80</b>		<b>57</b>

Permit.DateIssued Between 05/01/2013 AND 05/31/2013  
 AND  
 Permit.PermitType = Building OR  
 Permit.PermitType = Sign

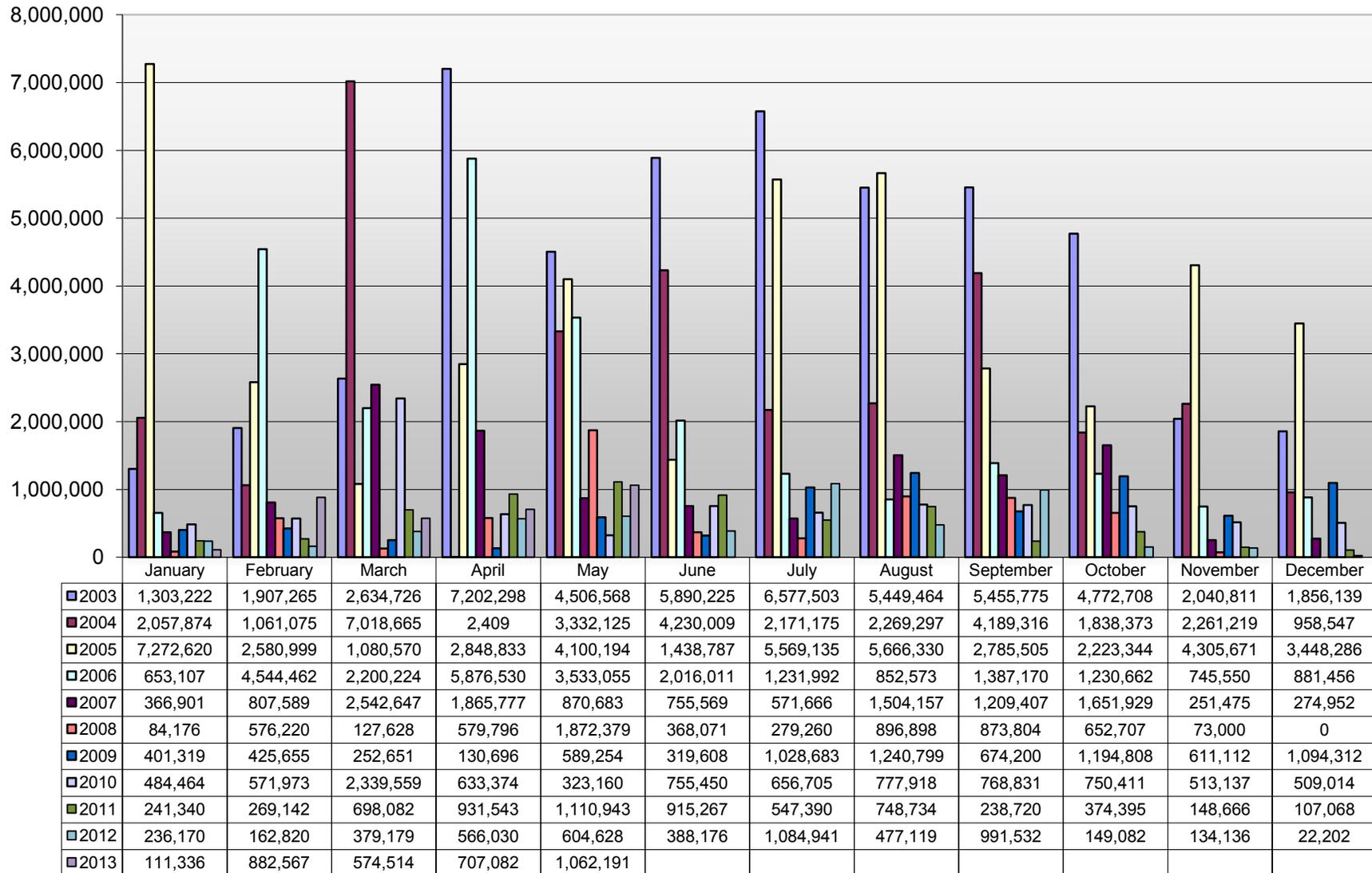
## SUMMARY OF CONSTRUCTION VALUES

Year	2007		2008		2009		2010		2011		2012	
Type	Total Permits	Total Value										
Commercial Addition, Alteration & Commercial Misc	49	\$ 9,353,080.00	30	\$ 2,830,791.00	29	\$ 1,215,220.00	27	\$ 1,665,320.00	37	\$1,029,347.00	38	\$3,549,664.00
Commercial New Structures	6	\$ 2,230,506.00	1	\$ 875,903.00	5	\$ 4,360,107.00	3	\$ 1,712,188.00	5	\$3,951,772.00	4	\$906,716.00
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	255	\$ 834,376.00	165	\$ 1,118,676.00	487	\$ 3,105,297.00	372	\$ 2,103,596.00	233	\$ 1,262,153.00	243	\$ 1,097,292.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	58	\$ 8,856,775.00	27	\$ 5,189,435.00	22	\$ 3,861,101.00	37	\$ 5,998,675.00	28	\$ 3,849,279.00	25	\$ 3,065,174.00
Residential Addition, Residential Alteration	47	\$ 972,435.00	51	\$ 1,013,207.00	43	\$ 1,085,548.00	51	\$ 1,105,827.00	46	\$ 1,021,182.00	48	\$ 1,055,333.00
Residential Multiple Family & Apartment Units	6	\$ 7,621,380.00	0	\$ -	0	\$ -	2	\$ 1,237,795.00	3	\$ 3,694,734.00	0	\$ -

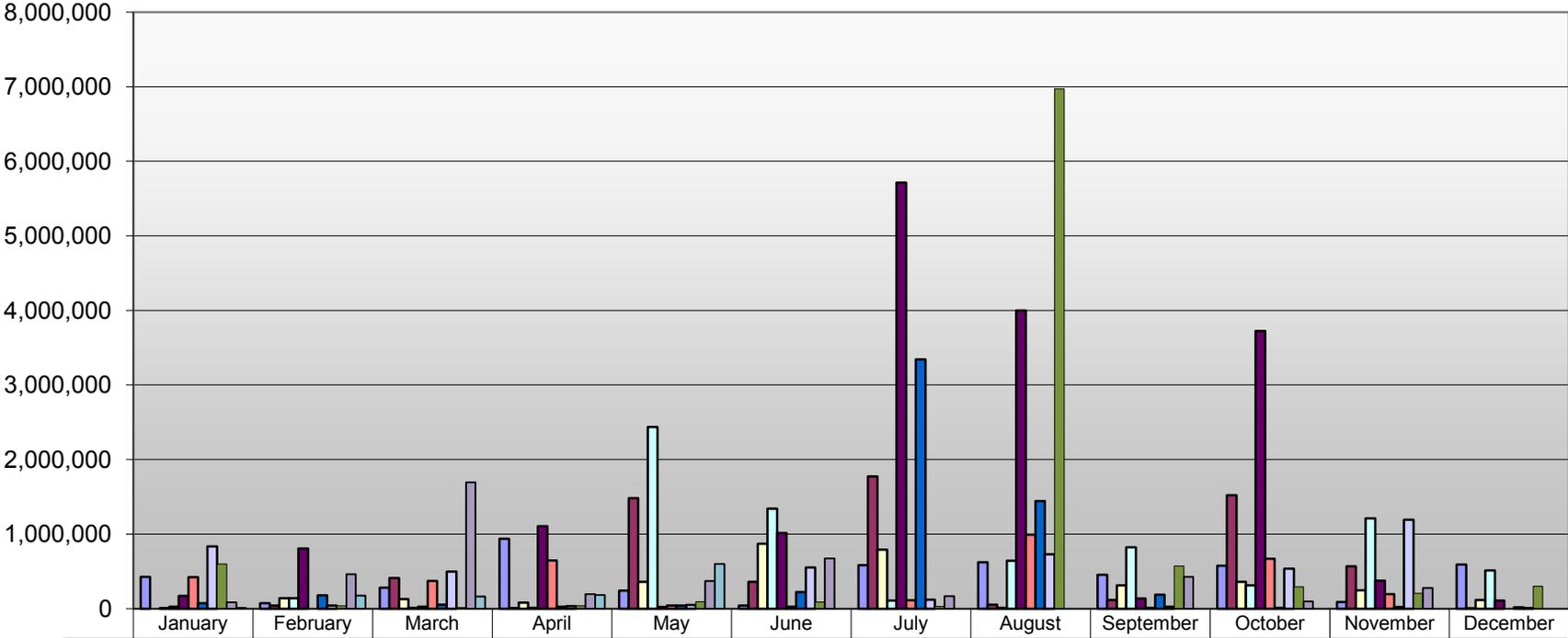
**2013 Year to date Construction Values:**

<b>Commercial / Industrial:</b>	\$ 1,128,290.00
<b>Residential:</b>	\$ 3,337,690.00
<b>Total Single Family Homes:</b>	14

## Residential Building Permits



### Commercial/Industrial Building Permits



	January	February	March	April	May	June	July	August	September	October	November	December
■ 2003	425,040	72,962	279,550	935,214	240,500	40,350	584,439	621,851	454,370	574,016	89,400	590,100
■ 2004	0	40,000	409,002	4,000	1,480,444	359,950	1,773,063	52,425	115,160	1,522,191	566,020	1,000
■ 2005	7,760	140,049	129,496	81,459	358,820	871,298	791,555	8,000	312,938	358,465	247,127	114,525
■ 2006	27,000	138,900	9,000	9,540	2,438,077	1,341,443	106,100	641,986	821,772	313,363	1,209,475	513,940
■ 2007	172,221	808,786	25,206	1,105,534	20,293	1,016,148	5,714,648	4,000,820	134,031	3,722,518	376,371	108,000
■ 2008	421,042	0	370,000	647,000	41,000	25,000	110,000	990,923	9,500	670,442	195,000	0
■ 2009	72,000	178,233	54,600	25,000	41,440	222,525	3,343,047	1,443,417	187,500	8,000	22,000	19,005
■ 2010	834,198	40,992	496,441	32,997	50,000	553,319	117,975	727,220	25,000	536,616	1,192,795	7,740
■ 2011	600,000	35,500	13,000	38,000	92,575	88,000	29,000	6,970,497	571,242	294,317	204,730	301,000
■ 2012	84,908	460,875	1,695,784	195,935	370,500	674,345	165,000	0	427,768	96,584	275,202	0
■ 2013	10,600	173,820	162,018	181,312	600,540							

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JUNE 18, 2013**

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The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, June 18, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Clerk Hope called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Members Present: Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: Supervisor C.J. Davis

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

**APPOINT CHAIRPERSON PRO-TEM**

---

**Hope moved to appoint Trustee Ketchum as Chairperson Pro-Tern.**

A Voice Poll was recorded as follows: All Ayes

Absent: Davis

**MOTION CARRIED**

**COMMENTS FROM THE PUBLIC**

The following individuals spoke in regard to flooding in their area of their condominium development, the Glens of Willoughby:

Teresa Carl, 2571 Limerick Circle  
Donna Jones, 2885 Limerick Circle

Charlotte Wolf, 2591 Limerick Circle  
Ellen Amos, 2569 Limerick Circle

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of June 4, 2013
- B. Approval of Minutes – Regular Meeting of June 4, 2013
- C. Approval of Minutes – Regular Goals & Objectives Meeting of June 5, 2013
- D. Approval of Claims – June 11, 2013 (ATTACHMENT I)
- E. Approval of Payroll – June 6, 2013 (ATTACHMENT II)

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

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JUNE 18, 2013**

---

A Roll Call Vote was recorded as follows:

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

Absent: Davis

**MOTION CARRIED**

**NEW BUSINESS**

**RESOLUTION NO. 2013-010 – CONSOLIDATION OF DRAINAGE DISTRICTS – AURELIUS AND DELHI DRAIN**

---

The Board reviewed a memorandum dated June 11, 2013 from Twp. Mgr. Elsinga (ATTACHMENT III).

**Sweet moved to adopt Resolution No. 2013-010 which petitions the Ingham County Drain Commissioner for the consolidation of the Aurelius and Delhi Drain, Aurelius/Delhi Branch #1 Drain and the Clark Drain into one drainage district to be known as the Aurelius and Delhi Consolidated Drain.**

A Roll Call Vote was recorded as follows:

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

Absent: Davis

**MOTION CARRIED**

**RESOLUTION NO. 2013-011 – CONSOLIDATION OF DRAINAGE DISTRICTS – GROVENBURG AND MENDER DRAIN**

---

The Board reviewed a memorandum dated June 11, 2013 from Twp. Mgr. Elsinga (ATTACHMENT IV).

**Hayhoe moved to adopt Resolution No. 2013-011 which petitions the Ingham County Drain Commissioner for the consolidation of twenty-three (23) small drainage districts into one large drainage district to be known as the Grovenburg and Menger Consolidated Drain.**

A Roll Call Vote was recorded as follows:

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

Absent: Davis

**MOTION CARRIED**

**RESOLUTION NO. 2013-012 – CONSOLIDATION OF DRAINAGE DISTRICTS – FERLEY DRAIN**

---

The Board reviewed a memorandum dated June 11, 2013 from Twp. Mgr. Elsinga (ATTACHMENT V).

**Warfield moved to adopt Resolution No. 2013-012 which petitions the Ingham County Drain Commissioner for the consolidation of nine (9) small drainage**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JUNE 18, 2013**

---

**districts into one large drainage district to be known as the Ferley Consolidated Drain.**

A Roll Call Vote was recorded as follows:

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

Absent: Davis

**MOTION CARRIED**

**RESOLUTION NO. 2013-013 – CONSOLIDATION OF DRAINAGE DISTRICTS – BANTA DRAIN**

---

The Board reviewed a memorandum dated June 11, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VI).

**Hope moved to adopt Resolution No. 2013-013 which petitions the Ingham County Drain Commissioner for the consolidation of nine (9) small drainage districts into one large drainage district to be known as the Banta Consolidated Drain.**

A Roll Call Vote was recorded as follows:

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

Absent: Davis

**MOTION CARRIED**

**WATER SERVICE AGREEMENT BY AND BETWEEN BOARD OF WATER AND LIGHT AND CHARTER TOWNSHIP OF DELHI**

---

The Board reviewed a memorandum dated June 14, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VII).

**Hope moved to approve the Water Service Agreement by and between the Lansing Board of Water and Light and the Charter Township of Delhi.**

Randy Roost, Lansing Board of Water & Light, Sr. Water Planning Engineer, gave an overview of the water service agreement.

A Roll Call Vote was recorded as follows:

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

Absent: Davis

**MOTION CARRIED**

**REPORTS**

**TRUSTEES**

**Trustee Harmon**

Trustee Harmon spoke of the drainage issues in the Glens of Willoughby vicinity. Twp. Mgr. Elsinga stated that a growing community with more impervious surfaces due to houses and

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JUNE 18, 2013**

---

driveways allows for less room for ground water to drain which can cause flooding issues. Twp. Mgr. Elsinga further stated that the Township will talk to the residents and visit the area of concern to make an assessment. The residents may need to petition the Ingham County Drain Commissioner's office to begin the process of remedying this issue.

**LIMITED PUBLIC COMMENTS** - None

**ADJOURNMENT**

Meeting adjourned at 8:27 p.m.

Date: July 16, 2013

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

Date: July 16, 2013

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

/af

SUBJECT TO APPROVAL

**ACCOUNTS PAYABLE APPROVAL**

June 11, 2013

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated June 11, 2013 numbered 83719 thru 83786 & ACH 2553 thru 2573. Every invoice has a payment authorizing signature(s).

Dated: June 11, 2013

---

 Lora Behnke, Accounting Clerk
**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated June 11, 2013 show payments made from the following funds:

General Fund	\$	112,843.40
Fire Fund		47,371.58
Police Fund		5,606.91
Fire Equip. & Apparatus Fund		3,826.21
Brownfield Redevelopment Fund		121.92
Downtown Development Fund		12,314.08
Sewer Fund		107,338.98
Trust & Agency Fund		2,436.07
Falk Cemetery Fund		59.95
Grand Total	\$	<u>291,919.10</u>

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

Employee Flexible Spending Acct.	\$	134.25
----------------------------------	----	--------

Dated: June 11, 2013

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 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. (\$20,830.63 Fisher Scientific for Lab Supplies, 5/7/13, \$ 12,250.00 Maner Costerisan for 2012 Audit Fees, 10/19/10)

Dated: June 11, 2013

---

 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 June 18, 2013 a motion was made by \_\_\_\_\_ and passed by \_\_\_ yes votes and \_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated June 11, 2013, was reviewed, audited and approved

---

 Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
POST DATES 06/11/2013 - 06/11/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
VERIZON WIRELESS	ACCTS RECEIVABLE-GENERAL	49.99
MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2013-6/30/2014	10,670.00
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	2,615.91
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	352.83
CHRIS JONES	REFUND FOR TBALL/SOFTBALL	50.00
JAMES HOFFMAN	REFUND 14U SOFTBALL LEAGUE FEE	200.00
STEVE GOWER	REFUND FOR GIRLS VOLLEYBALL	25.00
TIMOTHY COLLETT	REFUND FOR VALHALLA PAVILION	50.00
	Total For Dept 000.00	14,013.73
Dept 101.00 LEGISLATIVE		
MICHIGAN TOWNSHIPS ASSOC	ANNUAL DUES 7/1/2013-6/30/2014	5,627.92
DELHI TOWNSHIP TREASURER	PARKING/WARFIELD	12.00
	Total For Dept 101.00 LEGISLATIVE	5,639.92
Dept 171.00 MANAGER		
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND CHECKS	27.57
BANK OF AMERICA	PARKING/ELSINGA	10.00
BANK OF AMERICA	PARKING/ELSINGA	9.00
BANK OF AMERICA	LUNCH/ELSINGA	29.26
BANK OF AMERICA	NOTARY RENEWAL/VANDER PLOEG	50.00
BANK OF AMERICA	SHRM MEMBERSHIP/THIELEN	180.00
BANK OF AMERICA	MPELRA REGISTRATION/THIELEN	90.00
BANK OF AMERICA	8/8/13 CONFERENCE REG/THIELEN	250.00
	Total For Dept 171.00 MANAGER	645.83
Dept 191.00 ACCOUNTING		
MANER COSTERISAN	AUDIT FEES 2012	3,188.50
ABRAHAM & GAFFNEY, P.C.	MAY ACCOUNTING SERVICES	1,900.00
	Total For Dept 191.00 ACCOUNTING	5,088.50
Dept 215.00 CLERK		
CAPITOL COMMUNICATION SYS	MAINTENANCE AGREE 7/1-10/1/2013	68.00
GANNETT NEWSPAPERS	PUBLISHING LEGALS MAY	586.88
	Total For Dept 215.00 CLERK	654.88
Dept 228.00 INFORMATION TECHNOLOGY		
BANK OF AMERICA	INK CARTRIDGES/PAPER/FREIGHT	269.94
BANK OF AMERICA	PUNCH DOWN TOOL/DATA JACK CAT	4.84
DELHI CHARTER TOWNSHIP-I.T.	2 IOGEAR READERS/TERRY & MUNSON	15.98
DELHI CHARTER TOWNSHIP-I.T.	MEMORY FOR GX 755/TREASURER	56.99
DELHI CHARTER TOWNSHIP-I.T.	DELL 20" LCD PRO MONITOR	89.99
DELHI CHARTER TOWNSHIP-I.T.	MEMORY FOR 2950 SERVER	89.00

AD-INK & TONER SUPPLY	2 INK & 2 TONER CARTRIDGES	148.96
AD-INK & TONER SUPPLY	4 INK CARTRIDGES/LARNER	93.96
BANK OF AMERICA	CELL PHONE NO. TRANSFER/ALBERT	15.00
BANK OF AMERICA	CELL PHONE NO. TRANSFER/ALBERT	20.00
ACD.NET, INC.	JUNE DSL INTERNET	199.95
APPLICATION SPECIALIST KOMPAL	PROBLEM WITH EXCHANGE ACCOUNT	50.00
Total For Dept 228.00 INFORMATION TECHNOLOGY		1,054.61

Dept 253.00 TREASURERS		
DELHI TOWNSHIP TREASURER	MILEAGE 1/1-4/17/2013/TEBEAU	35.71
GANNETT NEWSPAPERS	PUBLISHING LEGAL MAY	1,466.72
BANK OF AMERICA	DINNER/TEBEAU	14.52
BANK OF AMERICA	DINNER/TEBEAU	14.22
BANK OF AMERICA	DINNER/TEBEAU	14.22
BANK OF AMERICA	LODGING/TEBEAU	229.50
Total For Dept 253.00 TREASURERS		1,774.89

Dept 257.00 ASSESSING		
LANSING ICE & FUEL CO	GASOLINE ASSESSING	83.91
BANK OF AMERICA	200' TAPE MEASURE	76.50
BANK OF AMERICA	(2) 100' TAPE MEASURES	29.94
BANK OF AMERICA	SAFETY BOOTS/E. TOBIAS	140.24
THRUN LAW FIRM, P.C.	LEGAL FEES MAY	1,825.84
INTERSTATE BATTERIES OF	BATTERY/#67	96.95
BANK OF AMERICA	LUNCH/MUNSON	9.18
Total For Dept 257.00 ASSESSING		2,262.56

Dept 265.00 BUILDING & GROUNDS		
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	165.74
LANSING SANITARY SUPPLY INC	PINK HANDSOAP (4 GAL/CASE)	139.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
METRONET LONG DISTANCE	LONG DISTANCE MAY	61.03
TDS METROCOM	LOCAL SERVICE MAY	1,084.44
Total For Dept 265.00 BUILDING & GROUNDS		2,262.71

Dept 276.00 CEMETERY		
LANSING ICE & FUEL CO	GASOLINE CEMETERY	153.61
CHRISTIANS GREENHOUSE	8 HANGING BASKETS/BEDDING PLANTS	227.08
HAMMOND FARMS SOUTH	JET SPRAY SEED COVER/CEMETERY	155.00
HAMMOND FARMS SOUTH	GRASS SEED (25# BAG)/CEMETERY	567.00
KAMPS WOOD RESOURCES	LANDSCAPE MULCH/MARKHAM-MAPLE	39.00
BARNHART & SON, INC.	6 GRAVE OPENINGS/CLOSINGS	2,806.14
MIDWEST POWER EQUIPMENT	5.5 HONDA ENGINE	368.47
Total For Dept 276.00 CEMETERY		4,316.30

Dept 281.00 STORMWATER		
LANSING ICE & FUEL CO	GASOLINE STORMWATER	161.70
FISHER SCIENTIFIC	LABORATORY SUPPLIES/STORMWATER	362.04
FISHER SCIENTIFIC	LABORATORY SUPPLIES/STORMWATER	663.88
BANK OF AMERICA	2 PAIR WADERS/INTERNS	139.98
GRANGER	DRYING BED/STREET SPOILS	175.00
	Total For Dept 281.00 STORMWATER	1,502.60

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 5/1-6/1/2013	6,855.92
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730	20,860.96
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043	72.83
	Total For Dept 446.00 INFRASTRUCTURE	27,789.71

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOPMENT	164.34
THRUN LAW FIRM, P.C.	LEGAL FEES MAY	623.35
HUBBELL, ROTH & CLARK, INC	ASPEN CENTRE PHASE II STUDY PLAN	699.30
HUBBELL, ROTH & CLARK, INC	ASPEN LAKE APTS PHASE III STUDY	874.14
METRONET LONG DISTANCE	LONG DISTANCE MAY	8.07
VERIZON WIRELESS	CELLULAR MAY	179.31
TDS METROCOM	LOCAL SERVICE MAY	63.26
GANNETT NEWSPAPERS	PUBLISHING LEGALS MAY	149.74
BANK OF AMERICA	CAR WASH/#57	7.00
FRANKIE D'S AUTO & TRUCK	LOF & BRAKE REPAIR/#56	672.00
SCHAFFER'S INC.	MOWING 2328 CHISHOLM	34.50
SCHAFFER'S INC.	MOWING 4434 WILLOUGHBY	43.13
SCHAFFER'S INC.	MOWING 2535 KATE	34.50
SCHAFFER'S INC.	MOWING 2291 REED	34.50
SCHAFFER'S INC.	MOWING 1931 DEAN	34.50
SCHAFFER'S INC.	MOWING 1881 HEATHERTON	51.75
SCHAFFER'S INC.	MOWING 2460 EIFERT	51.75
SCHAFFER'S INC.	MOWING 2120 MOORWOOD	34.50
SCHAFFER'S INC.	MOWING 4548 SYCAMORE	34.50
SCHAFFER'S INC.	MOWING 1697 AURELIUS	51.75
SCHAFFER'S INC.	MOWING 1914 CHESTNUT	34.50
SCHAFFER'S INC.	TRASH REMOVAL-MOWING 1885 ADELPH	304.75
SCHAFFER'S INC.	MOWING 4868 SUGARBUSH	34.50
BANK OF AMERICA	6/10/13 MML WORKSHOP/MALONE	25.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	4,244.64

Dept 752.00 PARKS ADMINISTRATION		
HOLT PUBLIC SCHOOLS	KIDS DAY FLYERS	47.56
METRONET LONG DISTANCE	LONG DISTANCE MAY	1.37
VERIZON WIRELESS	CELLULAR MAY	0.96
TDS METROCOM	TELEPHONES SENIOR CENTER	289.23
TDS METROCOM	LOCAL SERVICE MAY	133.31
		472.43

Dept 771.00 PARKS		
LANSING ICE & FUEL CO	GASOLINE PARKS	1,135.34

ACE HARDWARE	NOZZLE/1 MISC. MDSE.	6.38
ACE HARDWARE	3 RAKES	29.97
ACE HARDWARE	HITCH PIN & CLIP	3.99
ACE HARDWARE	2X1/2" BALL FOR HITCH	10.99
AMERICAN RENTAL	PORTABLE TOILET	70.00
AMERICAN RENTAL	PORTABLE TOILETS	630.00
COUNTY OF INGHAM	MAY PARKS SECURITY	2,419.56
MODEL COVERALL SERVICE	UNIFORM PANTS	105.46
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	22.24
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	804.41
CONSUMERS ENERGY	ELECTRIC 1771 MAPLE	92.97
CONSUMERS ENERGY	GAS 2108 CEDAR	34.51
ROD'S PLUMBING & HEATING	REPLACE BALL VALVE/VALHALLA	465.00
ACE HARDWARE	4 WHITE STRIPING PAINT	33.96
ACE HARDWARE	VERTICAL OUTLET COVER	6.99
HAMMOND FARMS SOUTH	50 YDS MULCH/PLAYGROUNDS & DELIV	900.00
HAMMOND FARMS SOUTH	65 YDS MULCH/GARDENS & DELIVERY	1,202.50
BANK OF AMERICA	PUMP & FREIGHT	96.54
BRADY LAWN EQUIPMENT	PART	22.98
BRADY LAWN EQUIPMENT	2 NUTS/2 BOLTS	21.08
SUPERIOR SAW	HANDLE/SPOOL LINE	68.61
SUPERIOR SAW	2 HEADS/WEED WHIP	59.98
SUPERIOR SAW	6 FILTERS	20.94
SUPERIOR SAW	ROPE/HANDLE	5.66
CARQUEST THE PARTS PLACE	2 QTS. 15W-50 OIL	17.10
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND CHECKS	177.44
	Total For Dept 771.00 PARKS	8,464.60

Dept 774.00 RECREATION		
HAMMOND FARMS SOUTH	(10) 40# BAGS FIELD CHALK	169.50
JOHNNY MAC'S	2 WIND SCREENS & SHIPPING	935.00
BANK OF AMERICA	DETROIT TIGER TICKETS	1,026.00
BANK OF AMERICA	SENIOR CITIZEN TRIP	827.50
BANK OF AMERICA	SENIOR CITIZEN TRIP	827.50
BANK OF AMERICA	2013 MRPA PPK AGENCY REGISTRATION	40.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	75.00
	Total For Dept 774.00 RECREATION	3,900.50

Dept 850.00 OTHER FUNCTIONS		
THRUN LAW FIRM, P.C.	LEGAL FEES MAY	1,318.80
ENCOMPASS/EAP	3RD QUARTER EAP	248.00
MEDICAL MANAGEMENT SYS	COLLECTION FEE & BANK CHANGES	3,231.36
MICHIGAN MUNICIPAL RISK	2013 PROPERTY/LIABILITY INSURANCE	12,240.54
BANK OF AMERICA	WEB HOSTING 5/10-6/9/2013	1.00
BANK OF AMERICA	WUFOO SUBSCRIPTION 5/26-6/26/2013	9.00
BANK OF AMERICA	CELL PHONE DATA TRANSFER/LARNER	15.00
BANK OF AMERICA	CELL PHONE CASE/LARNER	13.40

REVIZE LLC	PAGE MIGRATION - WEB	981.00
REVIZE LLC	ANNUAL SOFTWARE SUB - WEB/2013	1,560.00
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	25.23
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	7,808.50
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	985.38
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	317.78
	Total For Dept 850.00 OTHER FUNCTIONS	28,754.99

Total For Fund 101 GENERAL FUND 112,843.40

Fund 206 FIRE FUND

Dept 000.00

MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2013-6/30/2014	24,735.00
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	910.62
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	2,526.29
	Total For Dept 000.00	28,171.91

Dept 336.00 FIRE DEPARTMENT

BANK OF AMERICA	VELCRO & PANEL	32.98
LANSING ICE & FUEL CO	GASOLINE FIRE	1,507.37
BANK OF AMERICA	SHOES/BALL	76.54
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	530.38
MED ALLIANCE GROUP, INC.	MEDICAL SUPPLIES & FREIGHT	577.70
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	546.03
VIDACARE CORPORATION	NEEDLES & FREIGHT	527.53
MANER COSTERISAN	AUDIT FEES 2012	568.99
ENCOMPASS/EAP	3RD QUARTER EAP	294.50
METRONET LONG DISTANCE	LONG DISTANCE MAY	5.50
VERIZON WIRELESS	CELLULAR MAY	166.37
TDS METROCOM	LOCAL SERVICE MAY	34.15
WILX-TV 10	JUNE 2013 TV ADVERTISING/SAFER	1,249.00
MICHIGAN MUNICIPAL RISK	2013 PROPERTY/LIABILITY INSURANCE	12,662.63
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	71.24
CONSUMERS ENERGY	GAS 6139 BISHOP	63.99
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND CHECKS	212.77
BANK OF AMERICA	MEAL/BALL & ROYSTON	21.15
ACE HARDWARE	GAL. FLOOR STRIPPER/SCRAPER	37.98
DELHI TOWNSHIP TREASURER	WATER	0.87
DELHI TOWNSHIP TREASURER	BREAKFAST/ROYSTON	6.00
DELHI TOWNSHIP TREASURER	BREAKFAST/ROYSTON	6.00
	Total For Dept 336.00 FIRE DEPARTMENT	19,199.67

Total For Fund 206 FIRE FUND 47,371.58

Fund 207 POLICE FUND

Dept 000.00

INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	2,526.29
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	910.62
	Total For Dept 000.00	3,436.91

Dept 301.00 POLICE		
ROBERT J. ROBINSON, ATTNY AT 1MOTOR VEH ORD MAY		2,170.00
	Total For Dept 301.00 POLICE	2,170.00
	Total For Fund 207 POLICE FUND	5,606.91

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 000.00		
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	303.55
INGHAM COUNTY TREASURER	2013 MTT TAX VALUE CHANGES	898.44
	Total For Dept 000.00	1,201.99

Dept 339.00 EQUIPMENT & APPARATUS

ACE HARDWARE	2 BLUE TARPS/#E-21	10.98
BANK OF AMERICA	RADIO MICROPHONE & SHIPPING	26.20
BANK OF AMERICA	UPS SHIPPING	13.82
FRANKIE D'S AUTO & TRUCK	LABOR & 2 BATTERIES	620.00
FRANKIE D'S AUTO & TRUCK	LABOR & BRAKE PADS & ROTORS/	271.00
VICTORY LANE QUICK OIL	LOT/#577	44.97
VICTORY LANE QUICK OIL	LOF/#656	35.58
BANK OF AMERICA	MEAL/BALL	13.06
BANK OF AMERICA	LODGING/BALL	107.64
BANK OF AMERICA	BREAKFAST/BALL, ROYSTON	30.75
BANK OF AMERICA	NFPA STANDARD BOOK	40.50
JEFFREY BUTCHER	FDIC CONF. REG. & LODGING	369.72
EATON CO. FIRE TRAINING	HAZMAT CLASS	75.00
JEFFREY YOUNG	2013 NFA MEALS & GAS/YOUNG	230.00
TARGETSOLUTIONS	TARGET ON LINE TRAINING 7/1-9/30/13	735.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	2,624.22
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	3,826.21

Fund 243 BROWNFIELD REDEVELOPMENT AUTH

Dept 733.00 BROWNFIELD ADMINISTRATION		
MANER COSTERISAN	AUDIT FEES 2012	121.92
	Total For Dept 733.00 BROWNFIELD ADMINISTRATION	121.92
	Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTH	121.92

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00		
MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2013-6/30/2014	970.00
	Total For Dept 000.00	970.00

Dept 728.00 DDA ADMINISTRATION

BANK OF AMERICA	DESK LAMP/HAAS	19.99
BANK OF AMERICA	FAX MACHINE TONER CARTRIDGE	31.99
FAHEY SCHULTZ BURZYCH	501 (C) (6) MAY LEGAL FEES	936.00
MANER COSTERISAN	AUDIT FEES 2012	812.84
ENCOMPASS/EAP	3RD QUARTER EAP	15.50

BANK OF AMERICA	AT&T/LED SIGN 5/15-6/15/2013	48.79
C. HOWARD HAAS	MAY CELL PHONE REIMBURSE/HAAS	75.00
METRONET LONG DISTANCE	LONG DISTANCE MAY	0.77
TDS METROCOM	LOCAL SERVICE MAY	175.18
MICHIGAN MUNICIPAL RISK	2013 PROPERTY/LIABILITY INSURANCE	844.17
HAYHOE ASPHALT PAVING LLC	PARKING LOT/2045 CEDAR	2,480.00
JAFFEE CLEAN POWER WASH	POWERWASH DDA AWNINGS-5/29/13	550.00
KAMPS WOOD RESOURCES	LANDSCAPE MULCH /DDA	585.00
SIEMENS INDUSTRY, INC.	CHANGED BEARINGS & MOTOR/FAN	1,444.38
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND CHECKS	54.45
BANK OF AMERICA	BREAKFAST/HAAS	34.01
	Total For Dept 728.00 DDA ADMINISTRATION	8,108.07

Dept 729.00 DDA MARKETING & PROMOTION

BLOHM CREATIVE PARTNERS	NEWSPAPER MEDIA BUY	609.00
BANK OF AMERICA	100 FARMERS MARKET GROCERY BAGS	162.82
ACE HARDWARE	2 KEYS/1 PADLOCK	9.87
MACKELLAR SCREENWORKS	(3) NO SEMI OR TRUCK PARKING SIGNS	90.00
MID-MICHIGAN BUSINESS	GIVE A KID SIGN DONATION	500.00
	Total For Dept 729.00 DDA MARKETING & PROMOTION	1,371.69

Dept 731.00 DDA INFRASTRUCTURE PROJECTS

BANK OF AMERICA	50 LBS. 12-12-12 FERTILIZER	14.25
CHRISTIANS GREENHOUSE	BEDDING PLANTS & GERANIUMS	487.37
KAMPS WOOD RESOURCES	LANDSCAPE MULCH / DDA STREET	643.50
	Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS	1,145.12

Dept 850.00 OTHER FUNCTIONS

LANSING ICE & FUEL CO	GASOLINE DDA	161.70
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	355.00
PURE GREEN LAWN & TREE	WEED KILLER APPLICATIONS	90.00
	Total For Dept 850.00 OTHER FUNCTIONS	606.70

Dept 905.00 DEBT SERVICE

US BANK	AGENT FEES 4589_5 DDA 2003 BOND	112.50
	Total For Dept 905.00 DEBT SERVICE	112.50

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 12,314.08

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2013-6/30/2014	12,125.00
		12,125.00

Dept 548.00 ADMINISTRATION & OVERHEAD

MANER COSTERISAN	AUDIT FEES 2012	7,557.75
ENCOMPASS/EAP	3RD QUARTER EAP	162.75
ICS MARKETING SERVICES	MAY SEWER BILLS	548.73
MICHIGAN MUNICIPAL RISK	2013 PROPERTY/LIABILITY INSURANCE	16,461.41
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	24,730.64

Dept 558.00 DEPT OF PUBLIC SERVICE

LANSING ICE & FUEL CO	GASOLINE DPS	3,399.64
MODEL COVERALL SERVICE	STAFF UNIFORMS	88.90
MODEL COVERALL SERVICE	STAFF UNIFORMS	95.03
MODEL COVERALL SERVICE	STAFF UNIFORMS	88.90
MODEL COVERALL SERVICE	STAFF UNIFORMS	154.36
BANK OF AMERICA	CREDIT	(14.94)
DELHI CHARTER TOWNSHIP-I.T.	DELL 24" MONITOR/DPS	150.00
DELHI CHARTER TOWNSHIP-I.T.	DELL LATITUDE BATTERY/DPS	34.99
CARQUEST THE PARTS PLACE	GLAZE BREAKER/BRAKE HONE/STONE	58.34
FISHER SCIENTIFIC	TUBING/SAMPLING SUPPLIES/DPS	161.17
FISHER SCIENTIFIC	TUBING/SAMPLING SUPPLIES/DPS	1,479.46
BANK OF AMERICA	HAND HELD PH METER COST DIFFER	13.00
BANK OF AMERICA	HAND HELD PH METER	94.00
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	219.89
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	461.47
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	241.93
FISHER SCIENTIFIC	CREDIT	(58.89)
FISHER SCIENTIFIC	CREDIT	(71.89)
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	214.68
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	1,031.54
FISHER SCIENTIFIC	CREDIT	(36.63)
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	16,401.98
FISHER SCIENTIFIC	LABORATORY SUPPLIES	240.85
FISHER SCIENTIFIC	CREDIT	(18.05)
ALEXANDER CHEMICAL CORP	HYPOCHLORITE SOLUTION BULK	4,078.02
ALEXANDER CHEMICAL CORP	CREDIT	(225.00)
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALEXANDER CHEMICAL CORP	ACETIC ACID	1,200.00
ALS LABORATORY GROUP	SCANS/SEMI-VOLATILE ORGANIC COMP	975.00
ALS LABORATORY GROUP	HOLT PRODUCTS SCAN FOR VOLATILE	150.00
BANK OF AMERICA	SOIL TESTING	30.85
FISHER SCIENTIFIC	5 CS. LABORATORY GLOVES/DPS	791.25
FISHER SCIENTIFIC	LABORATORY GLOVES/DPS	2,285.31
RED WING SHOES	3 SAFETY BOOTS/DPS	497.22
HUBBELL, ROTH & CLARK, INC	SANITARY SEWER ELEVATIONS	1,260.15
HUBBELL, ROTH & CLARK, INC	SANITARY SEWER METERING	1,250.67
UNITED PARCEL SERVICE	SHIPPING CHARGES	116.14
BARNHART & SON, INC.	SLUDGE HAUL FROM POTW	1,331.15
GRANGER	GREASE, DRYING BED, VACTOR DEBRIS	2,590.00
BANK OF AMERICA	REAL VNC LICENSE CELL PHONE/DIORKA	9.99
BANK OF AMERICA	REAL VNC LICENSE CELL PHONE/POWER	9.99
BANK OF AMERICA	REAL VNC LICENSE CELL PHONE/PM	9.99
BANK OF AMERICA	REAL VNC LICENSE CELL PHONE/RANES	9.99
METRONET LONG DISTANCE	LONG DISTANCE MAY	11.87
VERIZON WIRELESS	CELLULAR MAY	166.11
TDS METROCOM	LOCAL SERVICE MAY	416.80
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	17,747.99
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	462.47
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	137.44
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	258.51

CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	515.54
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	99.37
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	394.81
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723	47.80
CONSUMERS ENERGY	GAS-1988 WAVERLY	25.35
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	447.72
CONSUMERS ENERGY	GAS-5961 MC CUE #2	17.07
CONSUMERS ENERGY	GAS-5961 MC CUE #3	17.71
CONSUMERS ENERGY	GAS 5961 MC CUE #4	443.29
BANK OF AMERICA	BLACKTOP/POTW	129.54
BANK OF AMERICA	26 FLY STRIPS/2 TRAPS/MINERAL BLOCKS	44.70
BANK OF AMERICA	5 WHEELBARROW TIRES	199.95
BANK OF AMERICA	HYDRAULIC OIL/BACKHOE #13	88.09
BANK OF AMERICA	12 PAIR WORK GLOVES/INTERNS	47.76
ACE HARDWARE	2 TOGGLE SWITCHES/#6	9.98
ACE HARDWARE	15 PACKS OF SEEDS	29.85
CHRISTIANS GREENHOUSE	2 HANGING BASKETS/BEDDING PLANTS	60.76
HAMMOND FARMS SOUTH	JET SPRAY SEED COVER/DPS	77.50
KAMPS WOOD RESOURCES	LANDSCAPE MULCH / DPS	1,267.50
KAMPS WOOD RESOURCES	LANDSCAPE SHIPPING / DPS	33.50
DBI BUSINESS INTERIORS	3 PK LABELS #6692/CAMERA VAN	47.97
ACE HARDWARE	TAPE MEASURE/8 MISC. MDSE.	30.91
BARNHART & SON, INC.	SEWER REPAIR 1978 MAPLE	554.34
BANK OF AMERICA	CREDIT	(177.25)
BANK OF AMERICA	FREIGHT	15.26
BANK OF AMERICA	12 SPRAY NOZZLES & FREIGHT	126.16
BANK OF AMERICA	THROTTLE CABLE & SHIPPING	141.66
JACK DOHENY SUPPLIES, INC	SHOE FOR HOSE REEL AUTO WIND	78.95
JACK DOHENY SUPPLIES, INC	WEAR BLOCK FOR AUTO WIND	62.50
JACK DOHENY SUPPLIES, INC	BRONZE BUSHING FOR AUTO WIND	72.28
JACK DOHENY SUPPLIES, INC	BRONZE BUSHING FOR AUTO WIND	11.48
JACK DOHENY SUPPLIES, INC	SHIPPING	11.28
CARQUEST THE PARTS PLACE	3 FILTERS/24 QTS OIL/CASE BACKHOE	114.15
CARQUEST THE PARTS PLACE	HYD FILTER/CASE BACKHOE	19.38
CARQUEST THE PARTS PLACE	3 TRUCK ELECT. CONN/4 TRAILER	61.93
CARQUEST THE PARTS PLACE	12 BRAKE CLEANER & 1 REFILL	29.59
INTERSTATE BATTERIES OF	GENERATOR BATTERY/SCRAPPY	208.95
INTERSTATE BATTERIES OF	CREDIT	(50.00)
B & D ELECTRIC, INC.	LAMP & BALLAST/STORAGE ROOM	317.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	260.00
SAFETY SYSTEMS, INC	FALSE ALARM TRIPPING/MAINTENANCE	161.50
HENDERSON GLASS INC.	WINDSHIELD/UNIT #23	179.06
BANK OF AMERICA	COTTON MACHINE RENTAL/SUGAR/BAGS	103.94
BANK OF AMERICA	WATER BOMBS/PRACTICE BALLS/CADDY	27.95
BANK OF AMERICA	TABLE CLOTH/KETCHUP/CANDY	77.89
BANK OF AMERICA	COOKIES & CANDY/OPEN HOUSE	50.32
BANK OF AMERICA	ART PROJECT/FACE PAINTING SUPPLIES	12.66
BANK OF AMERICA	AQUASAFE & GEL NEON/OPEN HOUSE	7.54
BANK OF AMERICA	HOT DOGS & BUNS/OPEN HOUSE	98.13
BANK OF AMERICA	4 STORAGE BAGS/OPEN HOUSE	11.96

BANK OF AMERICA	OPEN HOUSE	24.00
BANK OF AMERICA	250 FISH & FISH BAGGING FEE	98.50
BANK OF AMERICA	PICK-CARD & PIN DRAFT WOOL ROVING	213.69
BANK OF AMERICA	PRIZES FOR POTW OPEN HOUSE	156.99
ACE HARDWARE	2 STAKES	8.98
AMERICAN RENTAL	30 X 40 TENT W/SIDE CURTAINS	410.00
AMERICAN RENTAL	20 X 30 YELLOW/WHITE TENT W/SIDES	340.00
AMERICAN RENTAL	20 X 30 RED/WHITE TENT W/SIDES	340.00
AMERICAN RENTAL	8' X 30" TABLE	162.50
AMERICAN RENTAL	PORTABLE TOILET	164.00
BANK OF AMERICA	OPERATION & MTC COURSE/ADAMS	110.00
BANK OF AMERICA	OPERATION & MTC COURSE/HATHAWAY	110.00
BANK OF AMERICA	OPERATION & MTC COURSE/DICKERSON	110.00
BANK OF AMERICA	CONFINED SPACE BOOK & SHIPPING	49.34
BANK OF AMERICA	EDUCATION & TRAINING	119.65
BANK OF AMERICA	LODGING/TRIGO	69.77
BANK OF AMERICA	WEF MEMBERSHIP/LENON	107.00
BANK OF AMERICA	WEF MEMBERSHIP/RANES	107.00

Total For Dept 558.00 DEPT OF PUBLIC SERVICE	70,483.34
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Total For Fund 590 SEWAGE DISPOSAL SYSTEM	107,338.98
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Fund 701 TRUST & AGENCY FUND

Dept 000.00

AFLAC	WITH DEDUCT-DISABILITY	660.64
AFLAC	WITH DEDUCT-LIFE INSURANCE	7.38
AFLAC	WITH DEDUCT-ACCIDENT INDEMNITY	528.96
AFLAC	WITH DEDUCT-SICKNESS INDEMNITY	344.12
AFLAC	WITH DEDUCT-CANCER INDEMNITY	507.72
C. J. DAVIS	AFLAC_URM (FSA)	134.25
AMERICAN CANCER SOCIETY	CASUAL FRIDAY DONATION	253.00

Total For Dept 000.00	2,436.07
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Total For Fund 701 TRUST & AGENCY FUND	2,436.07
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Fund 765 FALK CEMETERY TRUST

Dept 000.00

BANK OF AMERICA	SUMMER FLOWERS/FALK TRUST	59.95
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Total For Dept 000.00	59.95
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Total For Fund 765 FALK CEMETERY TRUST	59.95
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Total For All Funds:	291,919.10
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**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated June 6, 2013**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 105053 through 105087 & direct deposits numbers: DD15778 through DD15866. 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: June 6, 2013

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

**II. Payroll Report**

The June 6, 2013 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$76,585.09	\$21,163.93	\$55,421.16
Fire Dept. Fund	49,323.64	15,272.97	\$34,050.67
DDA	6,977.84	1,831.59	\$5,146.25
Sewer Fund/Receiving	39,787.85	11,315.21	\$28,472.64
<b>Total Payroll</b>	<b>\$172,674.42</b>	<b>\$49,583.70</b>	<b>\$123,090.72</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	\$5,512.30	\$5,530.64	\$32,206.87
Fire Dept. Fund	3,692.79	3,482.11	22,447.87
DDA	310.50	257.21	2,399.30
Sewer Fund/Receiving	2,869.34	3,115.43	17,299.98
<b>Total Payroll</b>	<b>\$12,384.93</b>	<b>\$12,385.39</b>	<b>\$74,354.02</b>

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

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on June 6, 2013 and identified as follows:

**06/06 Net Pay Disbursement in Common Savings (\$123,090.72)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on June 18, 2013, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated June 6, 2013 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:** John B. Elsinga, Township Manager

**DATE:** June 11, 2013

**RE:** Resolution No. 2013-010 – Consolidation of Drainage Districts

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Enclosed for your review and approval is Resolution No. 2013-010 which petitions the Ingham County Drain Commissioner to consolidate the Aurelius and Delhi Drain, Aurelius/Delhi Branch #1 Drain and the Clark Drain into one drainage district to be known as the Aurelius and Delhi Consolidated Drain.

At the June 4, 2013 Committee of the Whole meeting representatives from the Ingham County Drain Commissioner's office presented to the Township Board the desire to consolidate several small drainage districts into four (4) larger drainage districts. The proposed four districts include the Aurelius and Delhi Consolidated Drain; the Grovenburg and Menger Consolidated Drain; the Ferley Consolidated Drain and the Banta Consolidated Drain.

The primary objective of consolidating smaller districts into large districts is to significantly reduce the administrative costs associated with drain improvements or maintenance as required by the drain code for each district. These savings will be realized by all property owners within the larger district whenever they are assessed for any drainage improvements within that larger district.

Therefore, I recommend the Township Board approve Resolution No. 2013-010 which petitions the Ingham County Drain Commissioner to consolidate the Aurelius and Delhi Drain, Aurelius/Delhi Branch #1 Drain and the Clark Drain into one drainage district to be known as the Aurelius and Delhi Consolidated Drain.

**Recommended Motion:**

**To adopt Resolution No. 2013-010 which petitions the Ingham County Drain Commissioner for the consolidation of the Aurelius and Delhi Drain, Aurelius/Delhi Branch #1 Drain and the Clark Drain into one drainage district to be known as the Aurelius and Delhi Consolidated Drain.**

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2013-010**

**RESOLUTION TO FILE A DRAIN PETITION PURSUANT TO CHAPTERS 8 AND 19  
OF THE MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**AURELIUS AND DELHI CONSOLIDATED DRAIN**

At a regular meeting of the Delhi Charter Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on Tuesday, the 18th day of June 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ :

**WHEREAS**, Delhi Charter Township recognizes that it is necessary for the public health, convenience or welfare to consolidate the following Drainage Districts and to add lands not within the existing Drainage Districts, all or a portion of which are located and established within the Delhi Charter Township:

- Aurelius & Delhi Drain Drainage District
- Aurelius/Delhi, Branch #1 Drain Drainage District
- Clark Drain Drainage District; and

**WHEREAS**, the consolidated drainage district would be known as the Aurelius and Delhi Consolidated Drain Drainage District; and

**WHEREAS**, Delhi Charter Township recognizes that it is also necessary for the public health, convenience or welfare to relocate, consolidate, extend, add branches and a relief drain and/or relocate along a highway of the drain the following Drains, all or a portion of which are located and established within Delhi Charter Township:

- Aurelius & Delhi Drain
- Aurelius/Delhi, Branch #1 Drain
- Clark Drain; and

**WHEREAS**, the consolidated drain is to be known as the Aurelius and Delhi Consolidated Drain; and

**WHEREAS**, all or a portion of the lands to be benefited by the consolidations are located within Delhi Charter Township; and

**WHEREAS**, Delhi Charter Township recognizes that it will be subject to assessment at large to pay for a percentage of the costs of the consolidated Drain.

**NOW, THEREFORE BE IT RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the consolidation of the Aurelius & Delhi Drain Drainage District; the Aurelius/Delhi, Branch #1 Drain Drainage District; and the Clark Drain Drainage District is authorized to be executed by Delhi Charter Township, and the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drainage district shall be known as the Aurelius and Delhi Consolidated Drain Drainage District.

**BE IT FURTHER RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the Aurelius & Delhi Drain; the Aurelius/Delhi, Branch #1 Drain; and the Clark Drain is also authorized to be executed by Delhi Charter Township, and that the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drain shall be known as the Aurelius and Delhi Consolidated Drain.

**BE IT FURTHER RESOLVED** that the Township Clerk shall forward to the Ingham County Drain Commissioner a copy of this Resolution and file the Petition described above, as permitted under the Public Act 40 of 1956, as amended.

AYES:

NAYES:

The foregoing Resolution declared adopted on the date written above.

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Evan Hope, Township Clerk

**STATE OF MICHIGAN)  
COUNTY OF INGHAM)§**

I, the undersigned, the duly qualified Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 18th day of June 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of June 2013.

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

**PETITION FOR THE CONSOLIDATION OF DRAINAGE DISTRICTS  
AND FOR RELOCATING, EXTENDING, ADDING LANDS NOT WITHIN THE  
EXISTING DRAINAGE DISTRICTS, ADDING BRANCHES AND A RELIEF DRAIN  
AND/OR RELOCATING ALONG A HIGHWAY AND FOR THE  
CONSOLIDATION OF DRAINS PURSUANT TO CHAPTERS 8 AND 19 OF THE  
MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**AURELIUS AND DELHI CONSOLIDATED DRAIN**

To the County Drain Commissioner of the County of Ingham:

The undersigned petitioner, Delhi Charter Township, hereby petitions, pursuant to Chapters 8 and 19 of the Michigan Drain Code of 1956, as amended, for the consolidation of the following Drainage Districts, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan; and for the adding of lands not within the following existing Drainage Districts:

- Aurelius & Delhi Drain Drainage District
- Aurelius/Delhi, Branch #1 Drain Drainage District
- Clark Drain Drainage District

The consolidated drainage district is to be known as the Aurelius and Delhi Consolidated Drain Drainage District.

Delhi Charter Township also petitions for the relocating, extending, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the following Drains, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan:

- Aurelius & Delhi Drain
- Aurelius/Delhi, Branch #1 Drain
- Clark Drain

The consolidated drain is to be known as the Aurelius and Delhi Consolidated Drain.

The petitioner is a municipality that will be liable to assessments at large for at least a percentage of the total amount to be assessed for the cost of the proposed consolidated drain. This petition has been authorized by Delhi Charter Township's governing body. A copy of the Resolution of Delhi Charter Township is attached hereto.

Your petitioner further shows that said Drainage Districts need consolidating and the adding of lands not within the existing Drainage Districts and that said Drains need relocating, extending, adding branches and a relief drain and/or relocating along a highway and consolidation for efficiency of administration and maintenance and for cost savings. Consolidation of the Drainage Districts, and the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and consolidation are conducive to the public health, convenience or welfare.

DELHI CHARTER TOWNSHIP

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By: C. J. Davis  
Its: Supervisor

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By: Evan Hope  
Its: Clerk

As authorized by its governing body  
On: June 18, 2013





**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 11, 2013

**RE:** Resolution No. 2013-011 – Consolidation of Drainage Districts

---

Enclosed for your review and approval is Resolution No. 2013-011 which petitions the Ingham County Drain Commissioner to consolidate twenty-three (23) small drainage districts into one large drainage district to be known as the Grovenburg and Menger Consolidated Drain.

At the June 4, 2013 Committee of the Whole meeting representatives from the Ingham County Drain Commissioner's office presented to the Township Board the desire to consolidate several small drainage districts into four (4) larger drainage districts. The proposed four districts include the Aurelius and Delhi Consolidated Drain; the Grovenburg and Menger Consolidated Drain; the Ferley Consolidated Drain and the Banta Consolidated Drain.

The primary objective of consolidating smaller districts into large districts is to significantly reduce the administrative costs associated with drain improvements or maintenance as required by the drain code for each district. These savings will be realized by all property owners within the larger district whenever they are assessed for any drainage improvements within that larger district.

Therefore, I recommend the Township Board approve Resolution No. 2013-011 which petitions the Ingham County Drain Commissioner to consolidate twenty-three (23) small drainage districts into one large drainage district to be known as the Grovenburg and Menger Consolidated Drain.

**Recommended Motion:**

**To adopt Resolution No. 2013-011 which petitions the Ingham County Drain Commissioner for the consolidation of twenty-three (23) small drainage districts into one large drainage district to be known as the Grovenburg and Menger Consolidated Drain.**

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2013-011**

**RESOLUTION TO FILE A DRAIN PETITION PURSUANT TO CHAPTERS 8 AND 19  
OF THE MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**GROVENBURG AND MENGER CONSOLIDATED DRAIN**

At a regular meeting of the Delhi Charter Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on Tuesday, the 18th day of June 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ :

**WHEREAS**, Delhi Charter Township recognizes that it is necessary for the public health, convenience or welfare to consolidate the following Drainage Districts and to add lands not within the existing Drainage Districts, all or a portion of which are located and established within the Delhi Charter Township:

- Abbott Brothers Drain Drainage District
- Allen Drain Drainage District
- Binkley Drain Drainage District
- Blakslee Drain Drainage District
- Stephen Pratt Drain Drainage District
- Evergreen Village Drain Drainage District
- Grovenberg & Menger Drain Drainage District
- North Branch of The Grovenburg and Minger Drain Drainage District
- Grovenburg Drain, Branch #1 Drain Drainage District
- Grovenburg & Menger Br.1 Drain Drainage District
- Grovenburg & Menger, Glenmoor Branch Drain Drainage District
- Grovenburg & Menger, Royal Crescent Branch Drain Drainage District
- Grovenburg and Menger Drain Drainage District, English Meadows Branch Drain Drainage District
- Grovenburg & Menger Drain Drainage District, Deerfield Estates Branch Drain Drainage District
- Grovenburg & Menger Drain Drainage District, Meadow Ridge No. 4 Branch Drain Drainage District
- Grovenberg Drain Drainage District
- Grovenburg, Royal Crescent Drain Drainage District
- Grovenburg Drain Drainage District, Country View Estates Branch Drain Drainage District

- Heather Haven Branch of Grovenburg and Menger Drain Drainage District
- Siebert Branch of Heather Haven Drain Drainage District
- Lesney Drain Drain Drainage District
- Mack and Swagler Drain Drainage District
- Menger, Meadow Ridge Branch Drain Drainage District; and

**WHEREAS**, the consolidated drainage district would be known as the Grovenburg and Menger Consolidated Drain Drainage District; and

**WHEREAS**, Delhi Charter Township recognizes that it is also necessary for the public health, convenience or welfare to relocate, consolidate, extend, add branches and a relief drain and/or relocate along a highway, the following Drains, all or a portion of which are located and established within Delhi Charter Township:

- Abbott Brothers Drain
- Allen Drain
- Binkley Drain
- Blakslee Drain
- Stephen Pratt Drain
- Evergreen Village Drain
- Grovenberg & Menger Drain
- North Branch of The Grovenburg and Minger
- Grovenburg Drain, Branch #1 Drain
- Grovenburg & Menger Br. 1 Drain
- Grovenburg & Menger, Glenmoor Branch Drain
- Grovenburg & Menger, Royal Crescent Branch Drain
- Grovenburg and Menger Drain Drainage District, English Meadows Branch Drain
- Grovenburg & Menger Drain Drainage District, Deerfield Estates Branch Drain
- Grovenburg & Menger Drain Drainage District, Meadow Ridge No. 4 Branch Drain
- Grovenberg Drain
- Grovenburg, Royal Crescent Drain
- Grovenburg Drain Drainage District, Country View Estates Branch Drain
- Heather Haven Branch of Grovenburg and Menger Drain
- Siebert Branch of Heather Haven Drain
- Lesney Drain
- Mack and Swagler Drain
- Menger, Meadow Ridge Branch Drain; and

**WHEREAS**, the consolidated drain would be known as the Grovenburg and Menger Consolidated Drain; and

**WHEREAS**, all or a portion of the lands to be benefited by the consolidations are located within Delhi Charter Township; and

**WHEREAS**, Delhi Charter Township recognizes that it will be subject to assessment at

large to pay for a percentage of the costs of the consolidated Drain.

**NOW, THEREFORE BE IT RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the consolidation of the Abbott Brothers Drain Drainage District; the Allen Drain Drainage District; the Binkley Drain Drainage District; the Blakslee Drain Drainage District; the Stephen Pratt Drain Drainage District; the Evergreen Village Drain Drainage District; the Grovenberg & Menger Drain Drainage District; the North Branch of The Grovenburg and Minger Drain Drainage District; the Grovenburg Drain, Branch #1 Drain Drainage District; the Grovenburg & Menger Br. 1 Drain Drainage District; the Grovenburg & Menger, Glenmoor Branch Drain Drainage District; the Grovenburg & Menger, Royal Crescent Branch Drain Drainage District; the Grovenburg and Menger Drain Drainage District, English Meadows Branch Drain Drainage District; the Grovenburg & Menger Drain Drainage District, Deerfield Estates Branch Drain Drainage District; the Grovenburg & Menger Drain Drainage District, Meadow Ridge No. 4 Branch Drain Drainage District; the Grovenberg Drain Drainage District; the Grovenburg, Royal Crescent Drain Drainage District; the Grovenburg Drain Drainage District, Country View Estates Branch Drain Drainage District; the Heather Haven Branch of Grovenburg and Menger Drain Drainage District; the Siebert Branch of Heather Haven Drain Drainage District; the Lesney Drain Drain Drainage District; the Mack and Swagler Drain Drainage District; and the Menger, Meadow Ridge Branch Drain Drainage District is authorized to be executed by Delhi Charter Township, and the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drainage district shall be known as the Grovenburg and Menger Consolidated Drain Drainage District.

**BE IT FURTHER RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the Abbott Brothers Drain; the Allen Drain; the Binkley Drain; the Blakslee Drain; the Stephen Pratt Drain; the Evergreen Village Drain; the Grovenberg & Menger Drain; the North Branch of The Grovenburg and Minger Drain; the Grovenburg Drain, Branch #1 Drain; the Grovenburg & Menger Br. 1 Drain; the Grovenburg & Menger, Glenmoor Branch Drain; the Grovenburg & Menger, Royal Crescent Branch Drain; the Grovenburg and Menger Drain Drainage District, English Meadows Branch Drain; the Grovenburg & Menger Drain Drainage District, Deerfield Estates Branch Drain; the Grovenburg & Menger Drain Drainage District, Meadow Ridge No. 4 Branch Drain; the Grovenberg Drain; the Grovenburg, Royal Crescent Drain; the Grovenburg Drain Drainage District, Country View Estates Branch Drain; the Heather Haven Branch of Grovenburg and Menger Drain; the Siebert Branch of Heather Haven Drain; the Lesney Drain; the Mack and Swagler Drain; and the Menger, Meadow Ridge Branch Drain is also authorized to be executed by Delhi Charter Township, and that the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drain shall be known as the Grovenburg and Menger Consolidated Drain

**BE IT FURTHER RESOLVED** that the Township Clerk shall forward to the Ingham County Drain Commissioner a copy of this Resolution and file the Petition described above, as permitted under the Public Act 40 of 1956, as amended.

AYES:  
NAYES:

The foregoing Resolution declared adopted on the date written above.

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

**STATE OF MICHIGAN)  
COUNTY OF INGHAM)§**

I, the undersigned, the duly qualified Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 18th day of June 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of June 2013.

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

**PETITION FOR THE CONSOLIDATION OF DRAINAGE DISTRICTS  
AND FOR RELOCATING, EXTENDING, ADDING LANDS NOT WITHIN THE  
EXISTING DRAINAGE DISTRICTS, ADDING BRANCHES AND A RELIEF DRAIN  
AND/OR RELOCATING ALONG A HIGHWAY AND FOR THE  
CONSOLIDATION OF DRAINS PURSUANT TO CHAPTERS 8 AND 19 OF THE  
MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**GROVENBURG AND MENDER CONSOLIDATED DRAIN**

To the County Drain Commissioner of the County of Ingham:

The undersigned petitioner, Delhi Charter Township, hereby petitions, pursuant to Chapters 8 and 19 of the Michigan Drain Code of 1956, as amended, for the consolidation of the following Drainage Districts, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan; and for the adding of lands not within the following existing Drainage Districts :

- Abbott Brothers Drain Drainage District
- Allen Drain Drainage District
- Binkley Drain Drainage District
- Blakslee Drain Drainage District
- Stephen Pratt Drain Drainage District
- Evergreen Village Drain Drainage District
- Grovenberg & Menger Drain Drainage District
- North Branch of The Grovenburg and Minger Drain Drainage District
- Grovenburg Drain, Branch #1 Drain Drainage District
- Grovenburg & Menger Br. 1 Drain Drainage District
- Grovenburg & Menger, Glenmoor Branch Drain Drainage District
- Grovenburg & Menger, Royal Crescent Branch Drain Drainage District
- Grovenburg and Menger Drain Drainage District, English Meadows Branch Drain Drainage District
- Grovenburg & Menger Drain Drainage District, Deerfield Estates Branch Drain Drainage District
- Grovenburg & Menger Drain Drainage District, Meadow Ridge No. 4 Branch Drain Drainage District
- Grovenberg Drain Drainage District
- Grovenburg, Royal Crescent Drain Drainage District
- Grovenburg Drain Drainage District, Country View Estates Branch Drain Drainage District
- Heather Haven Branch of Grovenburg and Menger Drain Drainage District
- Siebert Branch of Heather Haven Drain Drainage District
- Lesney Drain Drainage District
- Mack and Swagler Drain Drainage District
- Menger, Meadow Ridge Branch Drain Drainage District

The consolidated drainage district is to be known as the Grovenburg and Menger Consolidated Drain Drainage District.

Delhi Charter Township also petitions for the relocating, extending, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the following Drains, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan:

- Abbott Brothers Drain
- Allen Drain
- Binkley Drain
- Blakslee Drain
- Stephen Pratt Drain
- Evergreen Village Drain
- Grovenberg & Menger Drain
- North Branch of The Grovenburg and Minger Drain
- Grovenburg Drain, Branch #1 Drain
- Grovenburg & Menger Br. 1 Drain
- Grovenburg & Menger, Glenmoor Branch Drain
- Grovenburg & Menger, Royal Crescent Branch Drain
- Grovenburg and Menger Drain Drainage District, English Meadows Branch Drain
- Grovenburg & Menger Drain Drainage District, Deerfield Estates Branch Drain
- Grovenburg & Menger Drain Drainage District, Meadow Ridge No. 4 Branch Drain
- Grovenberg Drain
- Grovenburg, Royal Crescent Drain
- Grovenburg Drain Drainage District, Country View Estates Branch Drain
- Heather Haven Branch of Grovenburg and Menger Drain
- Siebert Branch of Heather Haven Drain
- Lesney Drain
- Mack and Swagler Drain
- Menger, Meadow Ridge Branch Drain

The consolidated drain is to be known as the Grovenburg and Menger Consolidated Drain.

The petitioner is a municipality that will be liable to assessments at large for at least a percentage of the total amount to be assessed for the cost of the proposed consolidated drain. This petition has been authorized by Delhi Charter Township's governing body. A copy of the Resolution of Delhi Charter Township is attached hereto.

Your petitioner further shows that said Drainage Districts need consolidating and the adding of lands not within the existing Drainage Districts and that said Drains need relocating,

extending, adding branches and a relief drain and/or relocating along a highway and consolidation for efficiency of administration and maintenance and for cost savings. Consolidation of the Drainage Districts, and the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and consolidation are conducive to the public health, convenience or welfare.

DELHI CHARTER TOWNSHIP

---

By: C. J. Davis  
Its: Supervisor

---

By: Evan Hope  
Its: Clerk

As authorized by its governing body  
On: June 18, 2013





**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 11, 2013

**RE:** Resolution No. 2013-012 – Consolidation of Drainage Districts

---

Enclosed for your review and approval is Resolution No. 2013-012 which petitions the Ingham County Drain Commissioner to consolidate nine (9) small drainage districts into one large drainage district to be known as the Ferley Consolidated Drain.

At the June 4, 2013 Committee of the Whole meeting representatives from the Ingham County Drain Commissioner's office presented to the Township Board the desire to consolidate several small drainage districts into four (4) larger drainage districts. The proposed four districts include the Aurelius and Delhi Consolidated Drain; the Grovenburg and Menger Consolidated Drain; the Ferley Consolidated Drain and the Banta Consolidated Drain.

The primary objective of consolidating smaller districts into large districts is to significantly reduce the administrative costs associated with drain improvements or maintenance as required by the drain code for each district. These savings will be realized by all property owners within the larger district whenever they are assessed for any drainage improvements within that larger district.

Therefore, I recommend the Township Board approve Resolution No. 2013-012 which petitions the Ingham County Drain Commissioner to consolidate nine (9) small drainage districts into one large drainage district to be known as the Ferley Consolidated Drain.

**Recommended Motion:**

**To adopt Resolution No. 2013-012 which petitions the Ingham County Drain Commissioner for the consolidation of nine (9) small drainage districts into one large drainage district to be known as the Ferley Consolidated Drain.**

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2013-012**

**RESOLUTION TO FILE A DRAIN PETITION PURSUANT TO CHAPTERS 8 AND 19  
OF THE MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**FERLEY CONSOLIDATED DRAIN**

At a regular meeting of the Delhi Charter Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on Tuesday, the 18th day of June 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ :

**WHEREAS**, Delhi Charter Township recognizes that it is necessary for the public health, convenience or welfare to consolidate the following Drainage Districts and to add lands not within the existing Drainage Districts, all or a portion of which are located and established within the Delhi Charter Township:

- Ferley Drain Drainage District
- Ferley & Branches Drain Drainage District
- Hearthiside Acres Branch of Ferley Drain Drainage District
- Branch No. 6 Ferley Drain Drainage District
- Branch No. 7 of Ferley and Branches Drain Drainage District
- Ferley Extension Drain Drainage District
- Ferley, Sycamore Shores Branch Drain Drainage District
- Ferley, Dutch Meadows Relief Drain Drainage District
- Ferley Drain Drainage District, Keller's Ridge Branch Drain Drainage District; and

**WHEREAS**, the consolidated drainage district would be known as the Ferley Consolidated Drain Drainage District; and

**WHEREAS**, Delhi Charter Township recognizes that it is also necessary for the public health, convenience or welfare to relocate, consolidate, extend, add branches and a relief drain and/or relocate along a highway, the following Drains, all or a portion of which are located and established within Delhi Charter Township:

- Ferley Drain
- Ferley & Branches Drain
- Hearthiside Acres Branch of Ferley Drain

- Branch No. 6 Ferley Drain
- Branch No. 7 of Ferley and Branches Drain
- Ferley Extension Drain
- Ferley, Sycamore Shores Branch Drain
- Ferley, Dutch Meadows Relief Drain
- Ferley Drain Drainage District, Keller’s Ridge Branch Drain; and

**WHEREAS**, the consolidated drain would be known as the Ferley Consolidated Drain; and

**WHEREAS**, all or a portion of the lands to be benefited by the consolidations are located within Delhi Charter Township; and

**WHEREAS**, Delhi Charter Township recognizes that it will be subject to an assessment at large to pay for a percentage of the costs of the consolidated Drain.

**NOW, THEREFORE BE IT RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the consolidation of the Ferley Drain Drainage District; the Ferley & Branches Drain Drainage District; the Hearthsides Acres Branch of Ferley Drain Drainage District; the Branch No. 6 Ferley Drain Drainage District; the Branch No. 7 of Ferley and Branches Drain Drainage District; the Ferley Extension Drain Drainage District; the Ferley, Sycamore Shores Branch Drain Drainage District; the Ferley, Dutch Meadows Relief Drain Drainage District; and the Ferley Drain Drainage District, Keller’s Ridge Branch Drain Drainage District is authorized to be executed by Delhi Charter Township, and the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drainage district shall be known as the Ferley Consolidated Drain Drainage District.

**BE IT FURTHER RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the Ferley Drain; the Ferley & Branches Drain; the Hearthsides Acres Branch of Ferley Drain; the Branch No. 6 Ferley Drain; the Branch No. 7 of Ferley and Branches Drain; the Ferley Extension Drain; the Ferley, Sycamore Shores Branch Drain; the Ferley, Dutch Meadows Relief Drain; and the Ferley Drain Drainage District, Keller’s Ridge Branch Drain is also authorized to be executed by Delhi Charter Township, and that the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drain shall be known as the Ferley Consolidated Drain.

**BE IT FURTHER RESOLVED** that the Township Clerk shall forward to the Ingham County Drain Commissioner a copy of this Resolution and file the Petition described above, as permitted under the Public Act 40 of 1956, as amended.

AYES:

NAYES:

The foregoing Resolution declared adopted on the date written above.

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

**STATE OF MICHIGAN)  
COUNTY OF INGHAM)§**

I, the undersigned, the duly qualified Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 18th day of June 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of June 2013.

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

**PETITION FOR THE CONSOLIDATION OF DRAINAGE DISTRICTS  
AND FOR RELOCATING, EXTENDING, ADDING LANDS NOT WITHIN THE  
EXISTING DRAINAGE DISTRICTS, ADDING BRANCHES AND A RELIEF DRAIN  
AND/OR RELOCATING ALONG A HIGHWAY AND FOR THE  
CONSOLIDATION OF DRAINS PURSUANT TO CHAPTERS 8 AND 19 OF THE  
MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**FERLEY CONSOLIDATED DRAIN**

To the County Drain Commissioner of the County of Ingham:

The undersigned petitioner, Delhi Charter Township, hereby petitions, pursuant to Chapters 8 and 19 of the Michigan Drain Code of 1956, as amended, for the consolidation of the following Drainage Districts, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan; and for the adding of lands not within the following existing Drainage Districts:

- Ferley Drain Drainage District
- Ferley & Branches Drain Drainage District
- Hearthiside Acres Branch of Ferley Drain Drainage District
- Branch No. 6 Ferley Drain Drainage District
- Branch No. 7 of Ferley and Branches Drain Drainage District
- Ferley Extension Drain Drainage District
- Ferley, Sycamore Shores Branch Drain Drainage District
- Ferley, Dutch Meadows Relief Drain Drainage District
- Ferley Drain Drainage District, Keller's Ridge Branch Drain Drainage District

The consolidated drainage district is to be known as the Ferley Consolidated Drain Drainage District.

Delhi Charter Township also petitions for the relocating, extending, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the following Drains, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan:

- Ferley Drain
- Ferley & Branches Drain
- Hearthiside Acres Branch of Ferley Drain
- Branch No. 6 Ferley Drain
- Branch No. 7 of Ferley and Branches Drain
- Ferley Extension Drain
- Ferley, Sycamore Shores Branch Drain
- Ferley, Dutch Meadows Relief Drain
- Ferley Drain Drainage District, Keller's Ridge Branch Drain

The consolidated drain is to be known as the Ferley Consolidated Drain.

The petitioner is a municipality that will be liable to assessments at large for at least a percentage of the total amount to be assessed for the cost of the proposed consolidated drain. This petition has been authorized by Delhi Charter Township's governing body. A copy of the Resolution of Delhi Charter Township is attached hereto.

Your petitioner further shows that said Drainage Districts need consolidating and the adding of lands not within the existing Drainage Districts and that said Drains need relocating, extending, adding branches and a relief drain and/or relocating along a highway and consolidation for efficiency of administration and maintenance and for cost savings. Consolidation of the Drainage Districts, and the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and consolidation are conducive to the public health, convenience or welfare.

DELHI CHARTER TOWNSHIP

---

By: C. J. Davis  
Its: Supervisor

---

By: Evan Hope  
Its: Clerk

As authorized by its governing body  
On: June 18, 2013



# DELHI CHARTER TOWNSHIP DRAIN CONSOLIDATION



**Legend**

- Unimproved
- Improved
- Consolidated
- To be consolidated
- To be consolidated
- To be consolidated

1. TO BE CONSOLIDATED TO BANTA DRAIN AND DRAINAGE DISTRICT

2. TO BE CONSOLIDATED TO FERLEY DRAIN AND DRAINAGE DISTRICT

3. TO BE CONSOLIDATED TO BANTA DRAIN AND DRAINAGE DISTRICT

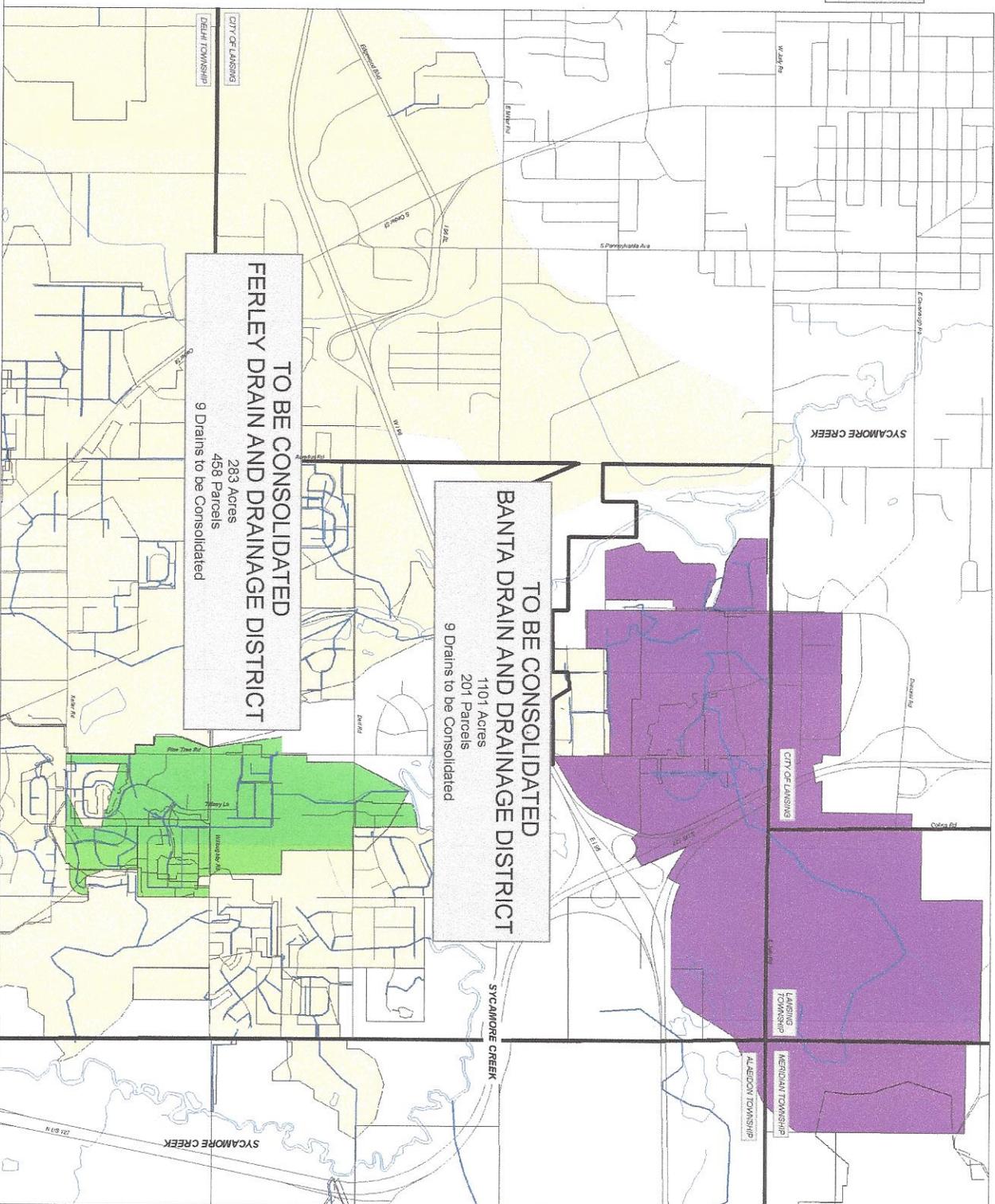
TOTAL NO. DRAINS TO BE CONSOLIDATED: 44

TOTAL NO. DRAINS TO BE CONSOLIDATED IN AURELIUS & DELHI DRAINAGE DISTRICT: 3

TOTAL NO. DRAINS TO BE CONSOLIDATED IN BANTA DRAIN DRAINAGE DISTRICT: 9

TOTAL NO. DRAINS TO BE CONSOLIDATED IN FERLEY DRAIN DRAINAGE DISTRICT: 9

TOTAL NO. DRAINS TO BE CONSOLIDATED IN GROVENBURG & MENGER DRAIN DISTRICT: 23



**TO BE CONSOLIDATED  
BANTA DRAIN AND DRAINAGE DISTRICT**

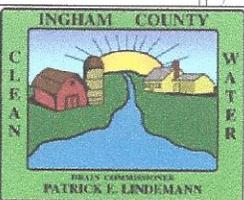
1101 Acres  
201 Parcels  
9 Drains to be Consolidated

**TO BE CONSOLIDATED  
FERLEY DRAIN AND DRAINAGE DISTRICT**

283 Acres  
468 Parcels  
9 Drains to be Consolidated

**PATRICK E. LINDEMANN  
INGHAM COUNTY DRAIN COMMISSIONER**

707 BUHL AVENUE  
P.O. BOX 220  
MASON, MI 48854  
PHONE: (517)-676-8395  
FAX: (517)-676-8364



1:200 600 0 1:200 Feet  
1 inch = 1,200 feet

DRAFT

**DELHI DRAIN CONSOLIDATION  
DELHI CHARTER TOWNSHIP  
INGHAM COUNTY  
MICHIGAN**

Proj. No. 120380SG2013  
 Delhi Township  
 Consolidated Drains

**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 11, 2013

**RE:** Resolution No. 2013-013 – Consolidation of Drainage Districts

---

Enclosed for your review and approval is Resolution No. 2013-013 which petitions the Ingham County Drain Commissioner to consolidate nine (9) small drainage districts into one large drainage district to be known as the Banta Consolidated Drain.

At the June 4, 2013 Committee of the Whole meeting representatives from the Ingham County Drain Commissioner's office presented to the Township Board the desire to consolidate several small drainage districts into four (4) larger drainage districts. The proposed four districts include the Aurelius and Delhi Consolidated Drain; the Grovenburg and Menger Consolidated Drain; the Ferley Consolidated Drain and the Banta Consolidated Drain.

The primary objective of consolidating smaller districts into large districts is to significantly reduce the administrative costs associated with drain improvements or maintenance as required by the drain code for each district. These savings will be realized by all property owners within the larger district whenever they are assessed for any drainage improvements within that larger district.

Therefore, I recommend the Township Board approve Resolution No. 2013-013 which petitions the Ingham County Drain Commissioner to consolidate nine (9) small drainage districts into one large drainage district to be known as the Banta Consolidated Drain.

**Recommended Motion:**

**To adopt Resolution No. 2013-013 which petitions the Ingham County Drain Commissioner for the consolidation of nine (9) small drainage districts into one large drainage district to be known as the Banta Consolidated Drain.**

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2013-013**

**RESOLUTION TO FILE A DRAIN PETITION PURSUANT TO CHAPTERS 8 AND 19  
OF THE MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**BANTA CONSOLIDATED DRAIN**

At a regular meeting of the Delhi Charter Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on Tuesday, the 18th day of June 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ :

**WHEREAS**, Delhi Charter Township recognizes that it is necessary for the public health, convenience or welfare to consolidate the following Drainage Districts and to add lands not within the existing Drainage Districts, all or a portion of which are located and established within the Delhi Charter Township:

- Banta County Drain Drainage District
- Banta, Ancaster Park Branch Drain Drainage District
- Banta Drain Drainage District, Lansing Christian School Branch Drain Drainage District
- Banta Drain Drainage District, Trinity Church Branch Drain Drainage District
- Banta Drain Drainage District, Genesis Center Branch Drain Drainage District
- Banta Drain Drainage District, Goodman Branch Drain Drainage District
- Collins Road Drain Drainage District
- Exner Drain Drainage District
- Five Oaks Drain Drainage District; and

**WHEREAS**, the consolidated drainage district would be known as the Banta Consolidated Drain Drainage District; and

**WHEREAS**, Delhi Charter Township recognizes that it is also necessary for the public health, convenience or welfare to relocate, consolidate, extend, add branches and a relief drain and/or relocate along a highway, the following Drains, all or a portion of which are located and established within Delhi Charter Township:

- Banta County Drain
- Banta, Ancaster Park Branch Drain
- Banta Drain Drainage District, Lansing Christian School Branch Drain
- Banta Drain Drainage District, Trinity Church Branch Drain
- Banta Drain Drainage District, Genesis Center Branch Drain
- Banta Drain Drainage District, Goodman Branch Drain
- Collins Road Drain
- Exner Drain
- Five Oaks Drain; and

**WHEREAS**, the consolidated drain would be known as the Banta Consolidated Drain; and

**WHEREAS**, all or a portion of the lands to be benefited by the consolidations are located within Delhi Charter Township; and

**WHEREAS**, Delhi Charter Township recognizes that it will be subject to an assessment at large to pay for a percentage of the costs of the consolidated Drain.

**NOW, THEREFORE BE IT RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the consolidation of the Banta County Drain Drainage District; the Banta, Ancaster Park Branch Drain Drainage District; the Banta Drain Drainage District, Lansing Christian School Branch Drain Drainage District; the Banta Drain Drainage District, Trinity Church Branch Drain Drainage District; the Banta Drain Drainage District, Genesis Center Branch Drain Drainage District; the Banta Drain Drainage District, Goodman Branch Drain Drainage District; the Collins Road Drain Drainage District; the Exner Drain Drainage District; and the Five Oaks Drain Drainage District is authorized to be executed by Delhi Charter Township, and the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drainage district shall be known as the Banta Consolidated Drain Drainage District; and

**BE IT FURTHER RESOLVED THAT**, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the Banta County Drain; the Banta, Ancaster Park Branch Drain; the Banta Drain Drainage District, Lansing Christian School Branch Drain; the Banta Drain Drainage District, Trinity Church Branch Drain; the Banta Drain Drainage District, Genesis Center Branch Drain; the Banta Drain Drainage District, Goodman Branch Drain; the Collins Road Drain; the Exner Drain; and the Five Oaks Drain is also authorized to be executed by Delhi Charter Township, and that the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition. The consolidated drain shall be known as the Banta Consolidated Drain.

**BE IT FURTHER RESOLVED** that the Township Clerk shall forward to the Ingham County Drain Commissioner a copy of this Resolution and file the Petition described above, as permitted under the Public Act 40 of 1956, as amended.

AYES:  
NAYES:

The foregoing Resolution declared adopted on the date written above.

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

**STATE OF MICHIGAN)  
COUNTY OF INGHAM)§**

I, the undersigned, the duly qualified Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 18th day of June 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of June 2013.

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

**PETITION FOR THE CONSOLIDATION OF DRAINAGE DISTRICTS  
AND FOR RELOCATING, EXTENDING, ADDING LANDS NOT WITHIN THE  
EXISTING DRAINAGE DISTRICTS, ADDING BRANCHES AND A RELIEF DRAIN  
AND/OR RELOCATING ALONG A HIGHWAY AND FOR THE  
CONSOLIDATION OF DRAINS PURSUANT TO CHAPTERS 8 AND 19 OF THE  
MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

**BANTA CONSOLIDATED DRAIN**

To the County Drain Commissioner of the County of Ingham:

The undersigned petitioner, Delhi Charter Township, hereby petitions, pursuant to Chapters 8 and 19 of the Michigan Drain Code of 1956, as amended, for the consolidation of the following Drainage Districts, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan; and for the adding of lands not with the following existing Drainage Districts:

- Banta County Drain Drainage District
- Banta, Ancaster Park Branch Drain Drainage District
- Banta Drain Drainage District, Lansing Christian School Branch Drain Drainage District
- Banta Drain Drainage District, Trinity Church Branch Drain Drainage District
- Banta Drain Drainage District, Genesis Center Branch Drain Drainage District
- Banta Drain Drainage District, Goodman Branch Drain Drainage District
- Collins Road Drain Drainage District
- Exner Drain Drainage District
- Five Oaks Drain Drainage District

The consolidated drainage district is to be known as the Banta Consolidated Drain Drainage District.

Delhi Charter Township also petitions for the relocating, extending, adding branches and a relief drain and/or relocating along a highway and for the consolidation of the following Drains, all or a portion of which are located and established within Delhi Charter Township, Ingham County, Michigan:

- Banta County Drain
- Banta, Ancaster Park Branch Drain
- Banta Drain Drainage District, Lansing Christian School Branch Drain
- Banta Drain Drainage District, Trinity Church Branch Drain
- Banta Drain Drainage District, Genesis Center Branch Drain
- Banta Drain Drainage District, Goodman Branch Drain
- Collins Road Drain
- Exner Drain

- Five Oaks Drain

The consolidated drain is to be known as the Banta Consolidated Drain.

The petitioner is a municipality that will be liable to assessments at large for at least a percentage of the total amount to be assessed for the cost of the proposed consolidated drain. This petition has been authorized by Delhi Charter Township's governing body. A copy of the Resolution of Delhi Charter Township is attached hereto.

Your petitioner further shows that said Drainage Districts need consolidating and the adding of lands not within the existing Drainage Districts and that said Drains need relocating, extending, adding branches and a relief drain and/or relocating along a highway and consolidation for efficiency of administration and maintenance and for cost savings. Consolidation of the Drainage Districts, and the relocating, extending, adding lands not within the existing drainage districts, adding branches and a relief drain and/or relocating along a highway and consolidation are conducive to the public health, convenience or welfare.

DELHI CHARTER TOWNSHIP

---

By: C. J. Davis  
Its: Supervisor

---

By: Evan Hope  
Its: Clerk

As authorized by its governing body  
On: June 18, 2013

# DELHI CHARTER TOWNSHIP DRAIN CONSOLIDATION



**Legend**

- Sewer Area
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- District 9

1. The City of Lansing is shown in yellow.

2. The City of Lansing is shown in orange.

3. The City of Lansing is shown in green.

4. The City of Lansing is shown in purple.

5. The City of Lansing is shown in blue.

6. The City of Lansing is shown in light blue.

7. The City of Lansing is shown in light green.

8. The City of Lansing is shown in light yellow.

9. The City of Lansing is shown in light orange.

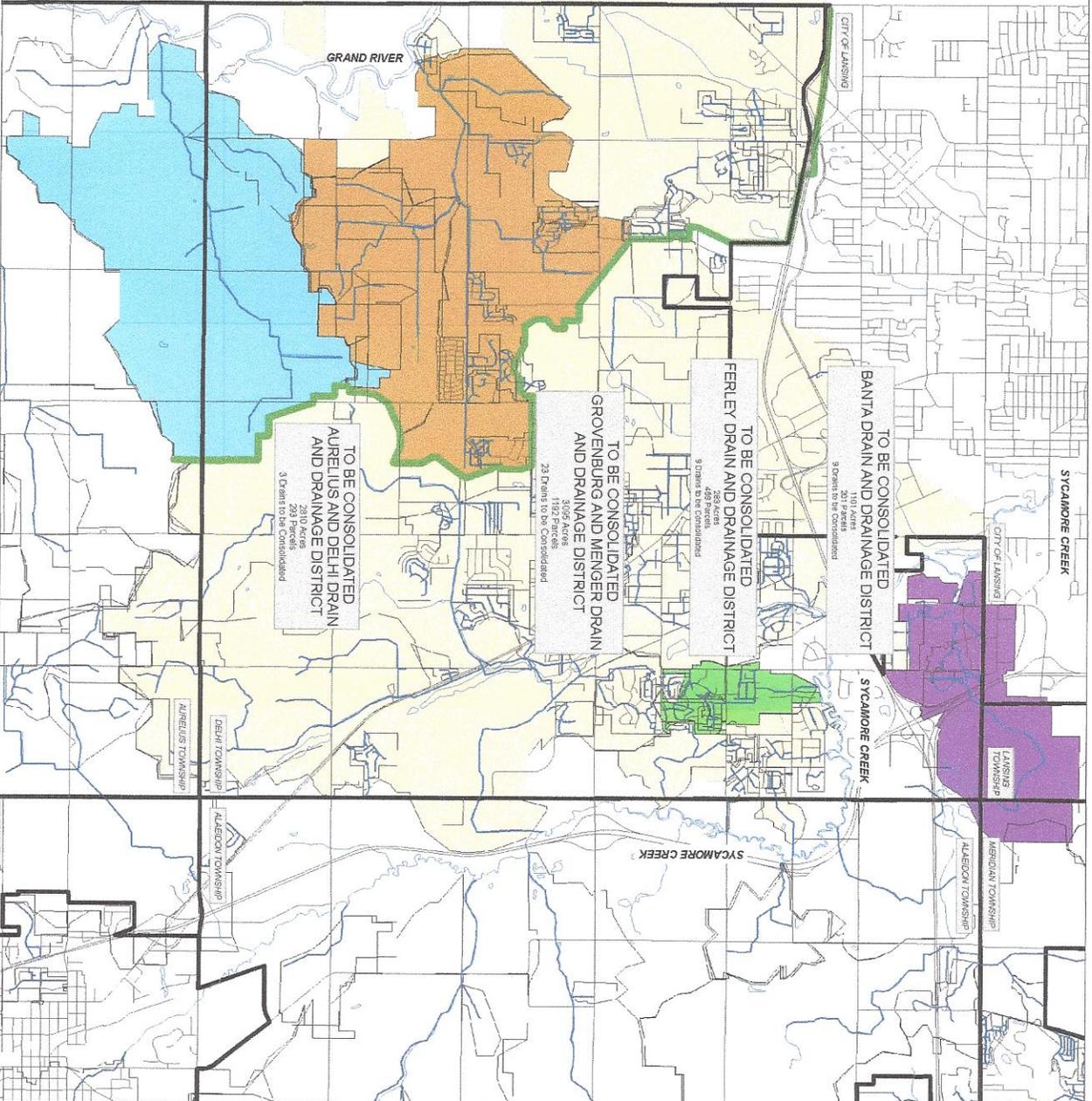
TOTAL NO. DRAINS TO BE CONSOLIDATED: 44

TOTAL NO. DRAINS TO BE CONSOLIDATED IN AURELIUS & DELHI DRAINAGE DISTRICT: 3

TOTAL NO. DRAINS TO BE CONSOLIDATED IN BANTA DRAIN DRAINAGE DISTRICT: 9

TOTAL NO. DRAINS TO BE CONSOLIDATED IN FERLEY DRAIN AND DRAINAGE DISTRICT: 9

TOTAL NO. DRAINS TO BE CONSOLIDATED IN GROVENBURG AND MENGER DRAIN DRAINAGE DISTRICT: 23



	<p><b>DRAFT</b></p> <p>DELHI DRAIN CONSOLIDATION DELHI CHARTER TOWNSHIP INGHAM COUNTY MICHIGAN</p>	<p>1,200 600 0 1,200 Feet</p> <p>1 inch = 1,200 feet</p>	<p>INGHAM COUNTY CLEAN WATER DRAIN COMMISSIONER PATRICK E. LINDEMANN</p>	<p>PATRICK E. LINDEMANN INGHAM COUNTY DRAIN COMMISSIONER</p> <p>707 BUHL AVENUE P.O. BOX 220 MASON, MI 48854 PHONE: (517)-676-8395 FAX: (517)-676-8364</p>
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Proj. No. 120380SG2013  
Delhi Township  
Consolidated Drains



**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 14, 2013

**RE:** Water Service Agreement by and between Board of Water and Light and Charter Township of Delhi

---

Enclosed for your review and approval is a Water Service Agreement by and between Lansing Board of Water and Light and the Charter Township of Delhi.

Staff from both entities has been working on this updated/new Agreement for the past year. Our initial agreement began in 1972 whereby the City of Lansing Board of Water and Light extended their public water supply system into Delhi Township for potable water and fire protection. The initial water supply system probably delivered 500,000 to 1,000,000 gallons per day whereas the current system delivers between 2,000,000 to 3,000,000 gallons per day due to a growing community.

Over these four decades the BWL has delivered high quality potable water to our residents and businesses. However, due to continued growth throughout the Township, the quantity of water for fire protection wasn't realized until we actively looped the system during this past decade.

Therefore, today, with excellent cooperation from BWL, the residents and businesses of Delhi Township receive high quality and quantity of public water. Therefore, I recommend we enter into another Agreement with the BWL to extend this vital service to our community.

**Recommended Motion:**

**To approve the Water Service Agreement by and between the Lansing Board of Water and Light and the Charter Township of Delhi.**

**WATER SERVICE AGREEMENT  
BY AND BETWEEN  
BOARD OF WATER AND LIGHT  
AND  
CHARTER TOWNSHIP OF DELHI**

THIS Agreement ("AGREEMENT"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Charter Township of Delhi, Ingham County, Michigan ("TOWNSHIP"), and the City of Lansing by its Board of Water and Light ("BOARD") collectively, the ("Parties").

Pursuant to an agreement between the BOARD and the Township, the BOARD began supplying retail water service to the TOWNSHIP in 1972. The BOARD has supplied water to the TOWNSHIP since that time without entering into a separate agreement. The TOWNSHIP desires to continue the BOARD's water service in the TOWNSHIP.

Whereas, the TOWNSHIP is in need of a Water Distribution System to service certain designated areas of the TOWNSHIP; and

Whereas, the BOARD owns and operates a Water Distribution System; and

Whereas, the BOARD as an administrative agency of the of City of Lansing has the authority pursuant to the Lansing City Charter to make all contracts pertaining to and conducting the affairs of the City's utility for supply and distribution of water; and

Whereas, the TOWNSHIP is authorized pursuant to its Resolution of June 18, 2013, to enter into an Agreement with the BOARD for water service; and

Whereas, the BOARD has been authorized to provide water service to the TOWNSHIP pursuant to Resolution No. \_\_\_\_\_ of its Board of Commissioners; and

Whereas, the BOARD and the TOWNSHIP acknowledge mutual benefit in the continuation of BOARD water service in the TOWNSHIP;

NOW THEREFORE, in consideration of the benefits to accrue from this contract to each of the Parties hereto, the BOARD agrees to furnish a Water Distribution System to serve the TOWNSHIP, hereinafter called the WATER SERVICE AREA, as shown in Attachment A attached hereto and by this reference incorporated herein, in consideration of the promises and undertakings of the Parties hereto as follows:

A. DEFINITIONS:

For the purpose of this Agreement, the terms defined in this section shall have the meanings indicated.

1. BENEFITING PARTIES: Shall mean either the TOWNSHIP, a landowner, a developer, a BOARD customer or any combination thereof as determined by the BOARD or TOWNSHIP, requesting water service from the BOARD in the WATER SERVICE AREA or receiving water service from the BOARD in the WATER SERVICE AREA.

2. BOARD: The Board of Water and Light, an administrative agency of the City of Lansing with full and exclusive management of its water, heat, steam and electric services.

3. CITY: City of Lansing, Ingham, Eaton and Clinton Counties, Michigan.

4. CONDITIONED WATER SUPPLY: Shall mean potable water that has been treated in the BOARD's water conditioning plants to reduce hardness and enhance other properties, in compliance with state and federal regulations.

5. CUSTOMER SERVICE LINES: The water pipes from the water mains to the water meter, including all necessary valves and accessories.

6. PRODUCTION FACILITIES: Wells, pumps, and all necessary treatment facilities for the production of a potable water supply for use in the WATER DISTRIBUTION SYSTEM.

7. SERVICE STUBS: Shall mean main tapping, pipe and curb stop installations.

8. STORAGE FACILITIES: The elevated or ground-level tanks and appurtenances that store a quantity of potable water for use in the WATER DISTRIBUTION SYSTEM.

9. SUPPLEMENTAL AGREEMENTS: shall mean the agreements entered into between the BOARD and the TOWNSHIP that allow the BOARD to extend its WATER DISTRIBUTION SYSTEM to new WATER DISTRICTS within the WATER SERVICE AREA.

10. SYSTEM EXTENSIONS: Extensions to the existing water distribution system of the BOARD necessary to supply potable water within the WATER SERVICE AREA pursuant to the terms of this Agreement.

11. TOWNSHIP: The governmental entity of Delhi Charter Township, governing the geographical territory designated as Town 3N, Range 2W, of Ingham County, Michigan.

12. TRANSMISSION MAINS: The water pipes which transmit water from wells to PRODUCTION FACILITIES.

13. WATER DISTRIBUTION SYSTEM: The system of water mains, pipes, fittings, valves, fire hydrants and all equipment and appurtenances thereto, necessary to provide and distribute potable water.

14. WATER DISTRICT: shall mean a specific geographical area within the WATER SERVICE AREA of the TOWNSHIP to be supplied with conditioned water, delineated in writing and agreed to by the Parties.

15. WATER SERVICE AREA: Shall mean the area of the TOWNSHIP described in Attachment A.

16. WATER SYSTEM: shall mean the CUSTOMER SERVICE LINES, PRODUCTION FACILITIES, STORAGE FACILITIES, TRANSMISSION MAINS, and WATER DISTRIBUTION SYSTEM.

B. GENERAL:

1. The BOARD hereby agrees to provide SYSTEM EXTENSIONS and CONDITIONED WATER SUPPLY within the WATER SERVICE AREA in the TOWNSHIP established as herein provided, and the TOWNSHIP authorizes the BOARD to collect directly from BENEFITTING PARTIES in accordance with BOARD policies, rates and charges to pay for such SYSTEM EXTENSIONS and CONDITIONED WATER SUPPLY.

2. The CONDITIONED WATER SUPPLY will be of the same quality furnished to the customers of the BOARD within the CITY in the manner herein agreed upon.

3. The TOWNSHIP grants to the BOARD the right, power, and authority to provide such CONDITIONED WATER SUPPLY to the WATER SERVICE AREA for a period of thirty (30) years from and after the date that the BOARD gives written notice to the TOWNSHIP that a SYSTEM EXTENSION and CONDITIONED WATER SUPPLY are available for use in the WATER SERVICE AREA in the TOWNSHIP.

4. The TOWNSHIP agrees that performance by the BOARD of all terms and conditions herein found, shall be considered to be in lieu of all licenses, fees, rentals, taxes or charges which the TOWNSHIP, district or other governmental units, might otherwise levy and impose upon the operation of the WATER DISTRIBUTION SYSTEM and any SYSTEM EXTENSIONS, PRODUCTION FACILITIES, STORAGE FACILITIES, or TRANSMISSION MAINS.

5. The TOWNSHIP acknowledges that the BOARD may, at its option, install larger water mains and appurtenances than are needed for any individual SYSTEM EXTENSION, in the interest of having sufficient flow capacity to serve future customers, or for system reliability. In this event, the BENEFITTING PARTIES of a SYSTEM EXTENSION shall only be responsible for the cost of water mains and appurtenances that would otherwise have been provided to serve the area or project. The TOWNSHIP shall bear the additional costs associated with such larger mains and appurtenances as defined in the water distribution master plan for the TOWNSHIP, unless the BOARD and TOWNSHIP agree otherwise in writing. The Board shall develop the water distribution master plan in accordance with the Township's comprehensive development plans as approved by the Township. The BOARD shall bear the additional cost for oversizing of mains within the TOWNSHIP that are for the benefit of users outside of the WATER SERVICE AREA.

6. The TOWNSHIP agrees that the BOARD shall recover its costs from BENEFITTING PARTIES when any event within the WATER SERVICE AREA requires the BOARD to reinforce either its existing WATER DISTRIBUTION SYSTEM or PRODUCTION FACILITIES for sufficient capacity, pressure, and flow capability to serve the WATER SERVICE AREA. The BOARD, in its sole discretion, may recover such costs through its rates or in any manner described in Section F.

7. The TOWNSHIP agrees to abide by any water conservation measures imposed by the BOARD, and the BOARD agrees to impose such measures (including, but not limited to shortages) in the same manner as imposed against the customers in the CITY.

### C. INITIATION OF PROJECTS:

1. Whenever a land owner in the TOWNSHIP proposes to establish a new area to be served within the WATER SERVICE AREA, the TOWNSHIP shall make a written request to the BOARD. The written request shall define the proposed area to be served, and, if so desired by the BOARD, shall include all the data in possession of the landowner or the TOWNSHIP regarding the geographical area, the anticipated land use, potable water needs, and the proposed schedule for the installation of sanitary sewers and street sub-grading.

2. The TOWNSHIP shall notify the BOARD of all site plan reviews and approvals and assure that the BOARD provided or approved plans for the installation of the SYSTEM EXTENSION are incorporated in the final site approval. The BOARD provided or approved plans shall indicate the size and location of the SYSTEM EXTENSION and any water system reinforcements needed to provide service to the SYSTEM EXTENSION, and state the cost to the benefiting Party thereof, and conditions under which the SYSTEM EXTENSION and system reinforcements are to be made. At the TOWNSHIP's request, a proposed schedule for construction may also be included.

3. The BOARD shall have up to 60 days to respond to the TOWNSHIP's written request for a SYSTEM EXTENSION, unless the BOARD has requested, and the TOWNSHIP has granted an extension of time in which the BOARD can respond.

4. The TOWNSHIP may establish its own water distribution system to serve the area proposed for a SYSTEM EXTENSION or may make such arrangements as the TOWNSHIP deems necessary to provide for service only when the following conditions are met:

a) The BOARD does not provide the TOWNSHIP with the aforementioned plans and costs within 60 days of receipt of the TOWNSHIP's written request to extend the Water Distribution System, or for such time period as agreed to in accordance with Article C.3. above; or

b) The BOARD and the TOWNSHIP are unable to reach a final agreement as to the items provided in the acceptance by the BOARD, and that such failure to reach an agreement is not the result of arbitrary or unreasonable action or failure of action by either Party; or

c) The BOARD has agreed to a SYSTEM EXTENSION but does not proceed

with the actual installation of facilities as required by this Agreement within 30 days of the date agreed upon for the start of construction, if proposed in accordance with Article C.4.a) above, or in the absence of a proposed schedule, within 90 days from the date of written acceptance by the TOWNSHIP or benefiting Party. Delays occasioned by adverse weather or conditions, lack of availability of any necessary materials due to circumstances beyond the control of the BOARD, including by way of example but not limited to strikes, war, riot, or Acts of God shall be taken into account in determining the respective limit. It is expressly understood that no construction will be required during the months of December through March unless agreed to in writing. Winter construction will be subject to additional construction charges.

**D. DESIGN AND CONSTRUCTION OF SYSTEM EXTENSIONS:**

1. All plans and specifications for the construction, alterations or additions to SYSTEM EXTENSIONS shall be prepared by the BOARD with the cooperation and assistance of the TOWNSHIP and shall be subject to the approval of all duly authorized regulatory agencies.

a) No SYSTEM EXTENSION shall be made in the WATER SERVICE AREA unless the plans, estimate of cost, and other conditions submitted by the BOARD are approved by the TOWNSHIP, and the TOWNSHIP or BENEFITING PARTIES agree to meet the cost and other obligations of the SYSTEM EXTENSION.

b) The BOARD will own all SYSTEM EXTENSIONS agreed to by the Parties pursuant to the terms of this Agreement and for that purpose may utilize any resources including men, equipment and material that it owns or controls as the BOARD deems necessary; and may take such bids for the acquisition and construction of all or any part thereof as the BOARD shall deem necessary.

c) The SYSTEM EXTENSIONS shall be owned by the BOARD and constructed under control of the BOARD substantially in accordance with the plans and specifications thereof. However, variations from the plans may be made without the approval of the TOWNSHIP if such variations do not adversely affect service or price to the customers served by the SYSTEM EXTENSION or the TOWNSHIP.

d) The BOARD and the TOWNSHIP may allow developers and customers the option of using either the BOARD or the BOARD's approved water installation contractors to construct and install the SYSTEM EXTENSIONS and SERVICE STUBS in accordance with the BOARDS Customer Choice Program as defined in the BOARD'S Rules and Regulations for Water Service.

e) All matters relating to the making and letting of any final construction contracts for the SYSTEM EXTENSION and the approval of work and materials therefore and construction thereof shall be at the sole discretion of the BOARD subject to the TOWNSHIP'S right to withdraw its request.

f) The installation and selection of all material, mains and other appurtenances for the SYSTEM EXTENSIONS shall be done in a reasonable and workman-like manner

and performed in accordance with BOARD policies adopted for its WATER DISTRIBUTION SYSTEM as amended from time to time.

E. CONSTRUCTION OF WATER MAINS.

1. Requirements for Construction. In order to provide adequate water service to property within its service area, the BOARD may in its sole discretion require construction of new mains or modifications to existing mains. Such required construction may include over sizing of the mains. The applicant for service or the Party whose activities create the need for modifications shall pay the full costs of construction, including the costs of any over sizing up to 16 inches in diameter. The BOARD reserves the right to design and install mains and to install connections to its conduits or mains, at its discretion and at the responsible Party's cost.

a) Enlargement of Mains. If an applicant requests new or increased service which, in the determination of BOARD, will impose a demand in excess of the capacity of the existing main, the BOARD may require that the existing main be replaced with one of appropriate size, which may be larger than required solely for the applicant's needs.

b) Extension of Mains. No person may extend, modify, replace or relocate any main without the specific permission of the BOARD. The BOARD will establish procedures for applying for main extensions or modifications.

c) Looping and System Improvements. In order to provide adequate water supply and fire protection service, and to protect water quality and system integrity, the BOARD may require that the water system be replaced, extended or otherwise modified. Except in rare circumstances, the BOARD will require that mains be "looped", i.e., connected to more than one main owned or controlled by the BOARD. The BOARD in its sole discretion will determine the extent of looping required.

2. Main Extensions.

a) Responsibility for installation. For water mains that are 10 inches in diameter or less the applicant shall be eligible for main installation under the rules of the BOARD's Customer Choice Program provided that all other conditions within the Customer Choice Program have been met. The BOARD will design and install all mains that are larger than 10 inches in diameter. The BOARD reserves the right to install connections to its conduits or mains at its discretion. Regardless of who installs the main, the applicant shall pay all costs for designing, constructing or modifying the water main, including all appurtenances and fire hydrants.

b) Location. Unless the BOARD decides on another arrangement, mains and appurtenances must be attached to a BOARD owned or controlled main.

c) Deposit for BOARD Work. If the BOARD determines that it should perform all or any portion of the work, the applicant shall deposit the estimated cost of the design work before design begins. The deposit will be applied against actual final cost of installation to be paid by the applicant.

d) Work Performed by Contractor. If the BOARD determines that the main extension is to be performed by a contractor, the applicant shall:

(1) Submit plans and specifications prepared by a registered professional engineer for the proposed installation, which plans and specifications must be approved in writing by the BOARD prior to award of contract and commencement of installation.

(2) Pay all costs of plan review and inspection as determined by the BOARD.

(3) Ensure the work is performed by a contractor pre-qualified and bonded to the BOARD.

(4) Post a bond with the BOARD to cover the actions of the water main contractor and any other contractor or sub-contractor working on the project, such as sewer contractor, paving contractor or landscape contractor.

3. Engineering Standards. The criteria and scope of extensions or modifications shall be determined by the Executive Director of Water Operations. Specific requirements for minimum design or operating criteria, preparation of plans and specifications, and construction practices are prescribed in the Planning Criteria and Engineering Design Guidelines of the BOARD or will be determined by the Executive Director of Water Operations.

#### F. FINANCING:

1. If the BOARD and the TOWNSHIP agree that the TOWNSHIP's portion of the cost of the SYSTEM EXTENSION may be paid by the TOWNSHIP in installments, the BOARD and the TOWNSHIP shall agree to the number of the installments, the respective dollar amounts of the installments and the period of time over which the installments may be paid. Installment payments shall bear interest at the prime rate then existing as published in the Midwest Edition of the Wall Street Journal (the "Index"). In the event that the Index becomes unavailable, the BOARD shall choose a new Index based upon generally comparable information.

2. In the event that any installment is delinquent for more than thirty (30) days, the delinquency shall bear an additional rate of 1/2 of 1 percent per month.

3. In the event the TOWNSHIP elects to levy special assessments against the properties to be benefited by the SYSTEM EXTENSION, then the interest rate charged by the BOARD to the TOWNSHIP on the installment shall not exceed such rate as the TOWNSHIP is authorized by law to charge against the special assessment rolls.

4. In the event that it is necessary to provide offsite water-system reinforcing to serve the WATER SERVICE AREA within the TOWNSHIP, including feeder mains, booster pumping facilities and/or water storage facilities, the cost to the BOARD for such improvements may be recovered by the BOARD over a 30-year period, and may be included in a special rate structure or

structures made a part of Attachments B through H attached hereto and by this reference incorporated herein, all as amended from time to time.

5. The BOARD may finance a SYSTEM EXTENSION and levy charges against future customers along its route, and enter into agreements with developers or land owners for reimbursement arrangements.

6. The manner and method utilized by the TOWNSHIP to raise funds necessary to meet its obligations as established herein shall be within the discretion of the TOWNSHIP subject to any other conditions agreed to by the Parties for any specific SYSTEM EXTENSIONS.

#### G. RIGHTS-OF-WAY:

The TOWNSHIP hereby consents to the use by the BOARD of the public streets, alleys, lands and rights-of-way in the TOWNSHIP for the purpose of constructing, operating and maintaining its WATER DISTRIBUTION SYSTEM, TRANSMISSION MAINS, STORAGE FACILITIES and PRODUCTION FACILITIES and any improvements, enlargements and extensions thereto. All acquisition of rights-of-way and easements shall be obtained by the BOARD, and the TOWNSHIP shall cooperate with the BOARD, upon request, to that end. All costs and expenses of the acquisition of rights-of-way and easements not related to providing water service in the WATER SERVICE AREA shall be borne by the BOARD. All costs and expenses of the acquisition of rights-of-way and easements related to a SYSTEM EXTENSION to provide water service with the WATER SERVICE AREA shall be borne by the TOWNSHIP or the benefiting Party.

#### H. OWNERSHIP AND OPERATION:

The BOARD shall own and operate all SYSTEM EXTENSIONS, STORAGE FACILITIES, TRANSMISSION MAINS AND PRODUCTION FACILITIES and all necessary appurtenances thereto constructed pursuant to the terms of this Agreement subject to the condition that if the TOWNSHIP contracts with the County of Ingham, its designated agents or any other authorized municipal corporation, for the purpose of obtaining the issuance and sale of County or other municipal corporation bonds to fund any part of the cost of the proposed SYSTEM EXTENSIONS, TRANSMISSION MAINS, STORAGE AND PRODUCTION FACILITIES or appurtenances thereto, and ownership of the financed construction, by operation of law or agreement, remains with the County or municipal corporation until such time as the bonds have been fully retired or sufficient moneys escrowed to retire all principal and interest remaining on the outstanding bonds, then immediately thereafter, the ownership of the SYSTEM EXTENSIONS, TRANSMISSION MAINS, STORAGE and PRODUCTION FACILITIES shall be transferred to and become the property of the CITY by and through its BOARD as authorized by law or agreement.

I. SERVICE LINE INSTALLATIONS AND CONNECTIONS:

The installation and connection of all CUSTOMER SERVICE LINES to the SYSTEM EXTENSIONS shall be under the supervision, direction and control of the BOARD or its agents, and such installation and connection shall be subject to the same installation rates, conditions, rules and regulations as are now or hereafter may be in effect pursuant to the policies of the BOARD for service lines of customers within the CITY.

J. MAINTENANCE AND REPAIR:

The BOARD agrees to keep the SYSTEM EXTENSIONS and all appurtenances thereto necessary for the supply of potable water to the WATER SERVICE AREA in good repair, including the maintenance and painting of fire hydrants, in the same manner as provided to the customers of the WATER DISTRIBUTION SYSTEM within the CITY.

K. CUSTOMER METERS:

The BOARD will provide all necessary customer meters, including any remote reading registers and outside installations, in the same manner as provided to the customers of the WATER DISTRIBUTION SYSTEM within the CITY.

L. HYDRANTS:

1. The BOARD will install fire hydrants at such locations as agreed upon by the TOWNSHIP and the BOARD or as may be requested by individual property owners within the WATER DISTRICTS. The following definitions shall be used to designate whether the hydrants are "public" or "private" fire hydrants as those terms are defined by the BOARD's Rules and Regulations for Water Service.

- a) PUBLIC FIRE HYDRANT - The hydrant and appurtenances owned and maintained by the BOARD, installed in the public right-of-way or in BOARD easements to provide water primarily for firefighting purposes for public benefit.
- b) PRIVATE FIRE HYDRANT - The hydrant and appurtenances owned and maintained by the BOARD, installed on WATER MAINS on private property in BOARD approved easements, to provide water primarily for firefighting purposes for the property benefit.

2. The TOWNSHIP shall pay the applicable annual charges for all public fire hydrants in accordance with the then current published rates. The property owner is responsible for paying the applicable annual charges for any private hydrant located on property owned by the Customer. In addition, the property owner is responsible to provide the BOARD with an easement for the private hydrant and public hydrants where necessary. The property owner also shall be responsible for private hydrants' repair and maintenance expenses or for damages as a result of negligence, willful damage or carelessness by the property owner, lessee or tenants. All relocation expenses for private hydrants shall be the responsibility of the property owner. Relocation expenses for public hydrants located on private property shall be the responsibility of the TOWNSHIP if the TOWNSHIP requests relocation. Otherwise, relocation shall be at the expense of the property

owner. The TOWNSHIP shall bear the cost of relocation or public hydrants located in the public right-of-way, as "Relocations and Damages" are further described in paragraph L of the WATER SERVICE AGREEMENT.

3. The TOWNSHIP and the BOARD acknowledge that certain hydrants exist on streets that border the TOWNSHIP and another political subdivision. The TOWNSHIP and BOARD agree such hydrants shall be deemed Joint Use Hydrants if the BOARD has also entered into a contract with the other political subdivision covering payment of annual hydrant charges. In such event, Joint Use Hydrants shall be billed each to the TOWNSHIP and the other political subdivision at 50% of the applicable annual hydrant charge rate. All other hydrants that exist on streets bordering the TOWNSHIP and another political subdivision, and which are not deemed Joint Use Hydrants, will be billed at 100% of the applicable annual charge to the jurisdiction requesting the installation.

M. RELOCATIONS AND DAMAGES:

1. The TOWNSHIP shall reimburse the BOARD for all costs occasioned or incurred by the BOARD as a result of changes in or damages to the SYSTEM EXTENSIONS, TRANSMISSION MAINS, WATER DISTRIBUTION SYSTEM, STORAGE FACILITIES or PRODUCTION FACILITIES or any appurtenances thereof located within the TOWNSHIP as may be required by highway redevelopment programs, street grading programs, sewer construction or other public works, which changes are permitted or required by any action, express or implied, of any governmental unit having jurisdiction. In the event that any such damage gives rise to a cause of action on behalf of the BOARD, the TOWNSHIP shall be subrogated to all rights of the BOARD arising from damage to the system to the extent the TOWNSHIP has reimbursed the BOARD for the damage. The TOWNSHIP may at its option request the BOARD to provide an increase in the water rates to all customers in the Township for the purpose of reimbursing the BOARD for the TOWNSHIP costs, if any is incurred pursuant to the terms of this section.

2. Relocation of BOARD Water Facilities.

a) Facilities in Public Rights-of-Way. If relocation of BOARD water facilities located in public rights-of-way is required by a federal, state, county, municipality or authorized street improvement district to accommodate a public transportation project of the federal, state, county, municipality or district, BOARD shall pay the costs of relocation.

(1) Exception for Later Dedication. The BOARD will not pay the costs of relocation if its facilities are located in a right-of-way or easement that predates the dedication of the property as a public right-of-way.

(2) Exception for Other Entities. The BOARD will not pay the costs of relocation of its facilities if relocation is required to accommodate projects of utilities, enterprises or other special districts, including but not limited to entities providing water, storm water, sanitation, sewer, telecommunications, gas or electric service. The costs to relocate BOARD water facilities for such projects shall be paid by the entity causing the relocation even if the need for relocation of the other entities is necessitated by a public transportation project.

(3) Contribution from Other Sources. The BOARD's cost to relocate its facilities shall be reduced by any applicable private, State or Federal funding for the transportation project.

3. Facilities Located in BOARD Water Property and Easements. The cost to relocate BOARD water facilities located within BOARD property and easements shall be borne by the entity causing the relocation.

4. Costs of Relocation. The costs to relocate BOARD water facilities shall include costs for survey, design, inspection, materials, construction, permits and licenses, transportation and administrative overhead.

N. LIABILITY INDEMNIFICATION AND FORCE MAJEURE:

1. The BOARD shall use reasonable diligence to provide and maintain regular and uninterrupted service to the same extent as provided to the customers of the WATER DISTRIBUTION SYSTEM within the CITY; but the BOARD does not guarantee uninterrupted service. The TOWNSHIP agrees that the BOARD shall not be liable for damage caused by accidents, repairs or other causes nor for injuries or damages of any nature caused by the use of the water furnished by the BOARD or its employees or agents.

2. Each Party to this Agreement agrees to indemnify and hold the other Party harmless in the event such other Party is called upon to defend or pay any claim brought by others arising from the fault or negligence of such Party. This provision shall be deemed to include, but not necessarily be limited to, indemnification for actual costs and reasonable attorney fees incurred in the defense of the claim as well as damages, if any, resulting from such fault. The indemnitor shall be entitled to defend the indemnitee and shall have all claims, rights and defenses of such indemnitee, including governmental immunity, as may be appropriate in the premises.

3. The Parties hereto shall not be responsible for any breach of this contract or any liability or damages caused by riots, strikes, public disasters, war, Acts of God, or any other causes beyond their control.

O. RATES:

1. The rate to be charged customers within WATER SERVICE AREAS for service line installations, potable water use, fire protection facilities and fire hydrants shall be in accordance with that portion of Attachments B, C, D, E, F, G and H attached hereto and by this reference incorporated herein designated "Water Rate Schedules for the Charter Township of Delhi". The BOARD has the authority to adjust the rates as conditions warrant in the opinion of the BOARD, provided that the adjustments shall not be of a greater percentage than the adjustments applied to customers of the WATER DISTRIBUTION SYSTEM within the CITY, except for any special rates needed to finance specific offsite improvements, relocations or damages as agreed upon between the BOARD and the TOWNSHIP.

2. In the event that the SYSTEM EXTENSIONS, STORAGE FACILITIES and/or

PRODUCTION FACILITIES and any appurtenances thereto, located within the TOWNSHIP, are subject to a tax levied by the State, agencies of the State or any of its political subdivisions, or in the event any license, fees or other costs of doing business are imposed by the TOWNSHIP, State, agencies of the State, or any of its political subdivisions upon the SYSTEM EXTENSIONS, STORAGE FACILITIES and PRODUCTION FACILITIES or the operation thereof, the BOARD shall have the authority to increase the rates of TOWNSHIP customers to include the taxes, license or fees. The rates established in accordance with this paragraph are specifically subject to the right of the TOWNSHIP to request an increase in the rates for the purpose of reimbursing the BOARD for any TOWNSHIP costs incurred pursuant to the terms of this Agreement, or for establishing a TOWNSHIP fund for future SYSTEM EXTENSIONS.

3. The BOARD shall apply a surcharge, not to exceed 25%, on Water Rates No.1 and 2. The surcharge shall be applied to the total of the customer and commodity charges, including any power and chemical cost adjustment, for all the BOARD's water customers in the TOWNSHIP. The surcharge may be adjusted annually on July 1, by no greater than +/- 2% until such time as the surcharge fully recovers the TOWNSHIP's obligation for annual hydrant charges or reaches 25%. If the surcharge on the Water Rates No.1 and 2 exceeds the annual hydrant charges, then the excess shall be credited towards the next fiscal year's annual hydrant charges and the surcharge percentage adjusted accordingly. Any annual hydrant charges that are not recovered by the surcharge shall be the obligation of the TOWNSHIP.

P. BILLING, COLLECTION AND DELINQUENCIES:

1. The BOARD shall be responsible for the billing and collection of all fees and charges for water supply services to the customers in the WATER SERVICE AREA. All bills for service shall be due and payable at such time and location as shall be determined from time to time by the BOARD.

2. The BOARD shall, at such interval as it deems practical, notify the TOWNSHIP Clerk or such other agent as is designated by the TOWNSHIP, of the delinquency in payments of any customers for services rendered which are unpaid. Upon receipt of such statement the TOWNSHIP shall provide that all delinquent payments certified as unpaid by the BOARD shall be placed upon the next general tax roll of the TOWNSHIP and assessed against the properties for which the payments are delinquent and shall be a lien thereon and collected in the same manner and form as provided for the collection of the general taxes of the TOWNSHIP. In addition to the foregoing and not limited thereby, the BOARD specifically reserves the right to enforce the collection of any delinquent payments in any manner permitted by law including the right to terminate service.

3. In the event the TOWNSHIP or any other governmental unit levies any costs, license fees, franchise fees or any other charges against the BOARD's water system or its operation within the TOWNSHIP, bills to water customers of the BOARD within the limits of the TOWNSHIP shall be increased to recover all such costs, license fees, franchise fees or other charges.

Q. LICENSES, PERMITS AND APPROVAL FOR CONSTRUCTION AND OPERATIONS:

The TOWNSHIP, if requested by the BOARD, shall obtain such permits, consents, or such other approvals as may be necessary for the installation or maintenance of the SYSTEM EXTENSIONS within its borders from such board, commission, unit or entity as may have jurisdiction over the same.

R. EXCLUSIVENESS OF OPERATIONS:

1. The TOWNSHIP hereby agrees and consents to the exclusive operation by the BOARD of the WATER DISTRIBUTION SYSTEM within the WATER SERVICE AREA established pursuant to this Agreement, and to the exclusive operation by the BOARD of all the BOARD's PRODUCTION FACILITIES, STORAGE FACILITIES, AND TRANSMISSION MAINS located within the TOWNSHIP.

2. The TOWNSHIP shall adopt such ordinances or take such other legal action as is constitutionally and statutorily permissible to prevent and prohibit persons or entities other than the BOARD from drilling of wells for the purpose of producing a potable water supply in the established WATER SERVICE AREA from and after the date of this AGREEMENT and agrees to cooperate with the BOARD by the adoption and promotion of any and all measures of aid and assistance to the prompt and efficient accomplishment of the objectives of this Agreement, including the adoption of all ordinances and the enforcement of all codes, laws and regulations to accomplish the purpose.

S. WATER EXPLORATION AND PRODUCTION:

In consideration of the covenants of the TOWNSHIP and BOARD contained in this AGREEMENT by which it is contemplated the BOARD will incur costs for the acquisition, construction and installation of the SYSTEM EXTENSIONS in excess of any agreed-upon TOWNSHIP share thereof, the TOWNSHIP hereby grants to the BOARD its irrevocable consent during the period of this Agreement to:

1. Conduct water exploration anywhere within the TOWNSHIP served by the BOARD, or in other areas of the TOWNSHIP as agreed upon by the Parties hereto, including but not limited to the taking of borings, the construction of test wells, establishing and reading water-level meters, and similar projects designed to determine the availability of water for potable water supply or other purposes related thereto. The BOARD shall give the TOWNSHIP Clerk notice in writing of intent to sink a test well. The notice shall include the location of the well and the approximate date or dates the well will be tested. The BOARD shall hold the TOWNSHIP harmless for any claims and actions arising out of or related to the sinking and testing of the exploratory wells.

2. Develop water wells and fields anywhere within the TOWNSHIP served by the BOARD, or in other areas of the TOWNSHIP as agreed upon by the Parties hereto, and to use any street, alley, or public right-of-way for the transmission and distribution of a potable water supply from the BOARD's facilities to customers outside of the TOWNSHIP boundaries.

## T. TERMINATION OF AGREEMENT:

1. Subject to confirmation by the electors of the TOWNSHIP, and in accordance with the Franchise granted by the TOWNSHIP to the BOARD, this Agreement shall be irrevocable for a period of thirty (30) years from the date hereof, and for such subsequent extension of time as may be agreed to by the Parties, or as provided in this agreement for WATER SYSTEM EXTENSIONS, except that it may be terminated by the BOARD in whole or in part in the event that a municipal corporation takes jurisdiction of any part or all of the WATER SERVICE AREA through such method and manner as may be authorized by law including the creation of a city within the boundaries of the TOWNSHIP or annexation to any other city.

2. Upon termination of this Agreement or any part thereof in a manner authorized by law or the terms of this Agreement, the control and ownership of the SYSTEM EXTENSIONS and all appurtenances thereto shall remain the property of the BOARD but may be purchased from the BOARD by the TOWNSHIP or any of its successors subject to the following conditions:

a) The BOARD shall have the right to retain all STORAGE FACILITIES, PRODUCTION FACILITIES and TRANSMISSION MAINS. In the event a portion of the cost of STORAGE FACILITIES has been borne by the TOWNSHIP as a part of the TOWNSHIP share of the cost of construction, then the BOARD shall reimburse the TOWNSHIP for its share of the STORAGE FACILITIES based upon a reasonable depreciated cost on a 50-year usable life.

b) The BOARD may retain such portion of the SYSTEM EXTENSION as is necessary to service customers of the BOARD outside of the boundaries of the WATER SERVICE AREA or any SYSTEM EXTENSION to which water services provided by the BOARD are not terminated in accordance with Paragraph T hereof. In the event the TOWNSHIP has borne a portion of the cost of the SYSTEM EXTENSION, the BOARD shall reimburse the TOWNSHIP a pro-rated share of its cost based upon a reasonable depreciated 50-year usable life.

c) Water meters in use in any of the SYSTEM EXTENSION in which service has been terminated may be purchased by the TOWNSHIP at the then reasonable depreciated cost.

d) All STORAGE and PRODUCTION FACILITIES and their appurtenances which the BOARD does not elect to retain may be purchased by the TOWNSHIP or its successors at a reasonable depreciated cost based on a 50-year usable life.

e) The BOARD and TOWNSHIP agree that the BOARD will continue to service any customers connected to the SYSTEM EXTENSION retained by the BOARD if the customer desires to continue to receive the potable water supply from the BOARD.

f) Both the BOARD and the TOWNSHIP hereby warrant that they will not perform any act that may at any time prejudice or harm the rights of the other to the use and control of their respective facilities upon any full or partial termination of this Agreement in accordance with Paragraph T hereof.

U. SUCCESSORS:

This Agreement shall be binding upon and inure to the benefit of all successors of the TOWNSHIP and the BOARD which may during the term hereof become vested by law with the right to control the use of the public places required to be used in accordance with the terms of this Agreement.

V. CONTRACT ADMINISTRATION

1. Purpose - An administrative committee ("Administrative Committee") made up of a Designated Operating Representative ("DOR") and Alternate Designated Operating Representative ("ADOR") of BWL and Township shall be formed to review contract issues, coordinate schedules of operation and maintenance, review and make technical decisions, and perform other administrative tasks as necessary to coordinate the delivery and purchase of Conditioned Water Supply under this Agreement. The Administrative Committee shall function throughout the Term of this Agreement.

2. Change in Membership of Administrative Committee - Each Party, by written notice to the other Party within ten (10) calendar days of the Agreement Effective Date, shall provide notification of the DOR and ADOR who are authorized to act on its behalf, including name, position and contact information. The representatives may be changed by each Party to accommodate personnel and organizational changes at any time during the Term of the Agreement.

3. Authority and Responsibility - The Administrative Committee shall have the authority and shall use its best efforts to establish notification procedures and contacts, address quality issues, planning issues, and such other items and conditions required to resolve issues, excluding financial obligations, that are identified during the Term; provided, however, that the Administrative Committee shall not have authority to modify any provision of, or act in conflict with, this Agreement. The Administrative Committee shall also serve as the initial step of the Dispute Resolution process established in Section W.

4. Administrative Committee Sign-Off - The establishment of any procedure or practice or any other action or determination by the Administrative Committee shall be in writing and shall only be effective when signed by the DOR or ADOR of each Party.

5. Meeting Frequency - The Administrative Committee shall meet at least annually and at other such times that either or both Parties determine it is necessary to resolve issues and conditions that may develop during the term of this Agreement.

W. DISPUTE RESOLUTION:

1. Use - In the event of a dispute related to this Agreement that is not resolvable by the Administrative Committee for legal or other reasons, the Parties shall use the procedure outlined herein as a condition precedent to either Party pursuing other available remedies, except to commence a proceeding to seek injunctive relief to remedy any situation posing an immediate threat

to the public health, safety or welfare. The Parties may mutually agree to extend any of the time periods stated in the Dispute Process defined below.

a) Step 1: Notification of Dispute - A Party that believes a dispute exists (the “disputing Party”) shall put the dispute in writing to the other Party (the “responding Party”). Such writing (“written dispute”) shall clearly, though as briefly as practical, state the substance and scope of the dispute in specific reference to the Agreement, the disputing Party’s position relative to the dispute, including legal and factual justifications, the remedy sought, and any other pertinent matters that would aid in clarifying the nature of the dispute and the conditions that would lead to resolution to the disputing Party’s satisfaction.

b) Step 2: Initial Response to Dispute - The responding Party shall respond in writing to the disputing Party within fourteen (14) calendar days after receiving the written dispute from the disputing Party. Such writing (“written response”) shall respond under the same conditions of Section 1.a above. Step 1: Notification of Dispute Documentation shall be provided to the Administrative Committee.

c) Step 3: Dispute Conference. A meeting of the Administrative Committee shall be held within fourteen (14) calendar days after receiving the written dispute, written response, and all related documentation for the Parties, with the purpose of discussing the dispute and clarifying any questions regarding the related documentation to ensure that the dispute is of substance. Representatives shall have decision-making authority regarding the dispute and shall negotiate in good faith towards a resolution of the dispute. The conference shall be scheduled at the location of the matter which is the subject of the dispute, if applicable, to allow for direct observation of conditions leading to the dispute. As a result of the Dispute Conference, the Parties may either resolve the dispute, make recommendation to their respective governing bodies on a mutually agreed to resolution to the dispute, or fail to negotiate a resolution.

d) Step 4: Mediation - If, within fourteen (14) calendar days after such a conference, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties shall submit the dispute to a Mediator. The fees of, and the authorized expenses incurred by, the Mediator, shall be shared equally by the Parties. Each Party shall bear its own mediation expenses. The Parties shall provide copies of the written dispute, written response, and related documentation to the Mediator, and the Mediator shall schedule the start of mediation. Procedures for conducting the mediation shall be mutually agreed upon at the start of mediation, or if such agreement cannot be reached, shall be set by the Mediator. The Parties agree to mediate in good faith for a minimum period of fourteen (14) calendar days from the start of mediation as determined by the Mediator.

Mediation Confidentiality during Step 4 - The entire mediation procedure will be held confidential by the Parties. The Parties agree that the mediation provided for herein is a compromise negotiation for the purpose of all international, federal and state rules of evidence. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, representatives or invitees to the mediation and by the Mediator shall be deemed part of the negotiation. Such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the Parties and shall not be disclosed to anyone not an agent,

employee, expert, witness, or representative for any of the Parties. However, evidence otherwise discoverable or admissible in the absence of mediation or during mediation, in a later proceeding is not excluded from discovery or admission as a result of its use in mediation. If not entirely enforceable, the Parties intend that the court enforce this provision to the extent enforceable by such court.

e) Step 5: Dispute Resolution - Dispute resolution shall be terminated upon a signed resolution by the Parties, or if resolution cannot be secured within the above provisions and schedules, at such time that either Party may seek remedy through litigation.

#### X. MISCELLANEOUS:

1. Amendment: Any amendment or modification to or of this Agreement shall not be binding upon the Parties hereto until such amendment or modification is reduced to writing and executed by all of the Parties hereto.

2. Entire Agreement: This Agreement and its Attachments contain all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, unless reference is made thereto in this Agreement or the other documents referred to herein.

3. Binding Effect: This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

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

5. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6. Captions: The captions, headings and the table of contents in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

7. Applicable Law: This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

8. Notice: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or by registered or certified mail, return receipt requested, addressed to the addresses stated above.

9. Third-Party Beneficiaries: This Agreement shall not confer any rights or remedies upon any third-Party other than the Parties to this Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first set forth above.

WITNESS  
Board of Water and Light

\_\_\_\_\_

AND

\_\_\_\_\_

Charter Township of Delhi  
Ingham County, Michigan

\_\_\_\_\_

Amy D. Finch

AND

\_\_\_\_\_

Amy D. Finch

By \_\_\_\_\_

GENERAL MANAGER

By \_\_\_\_\_

SECRETARY

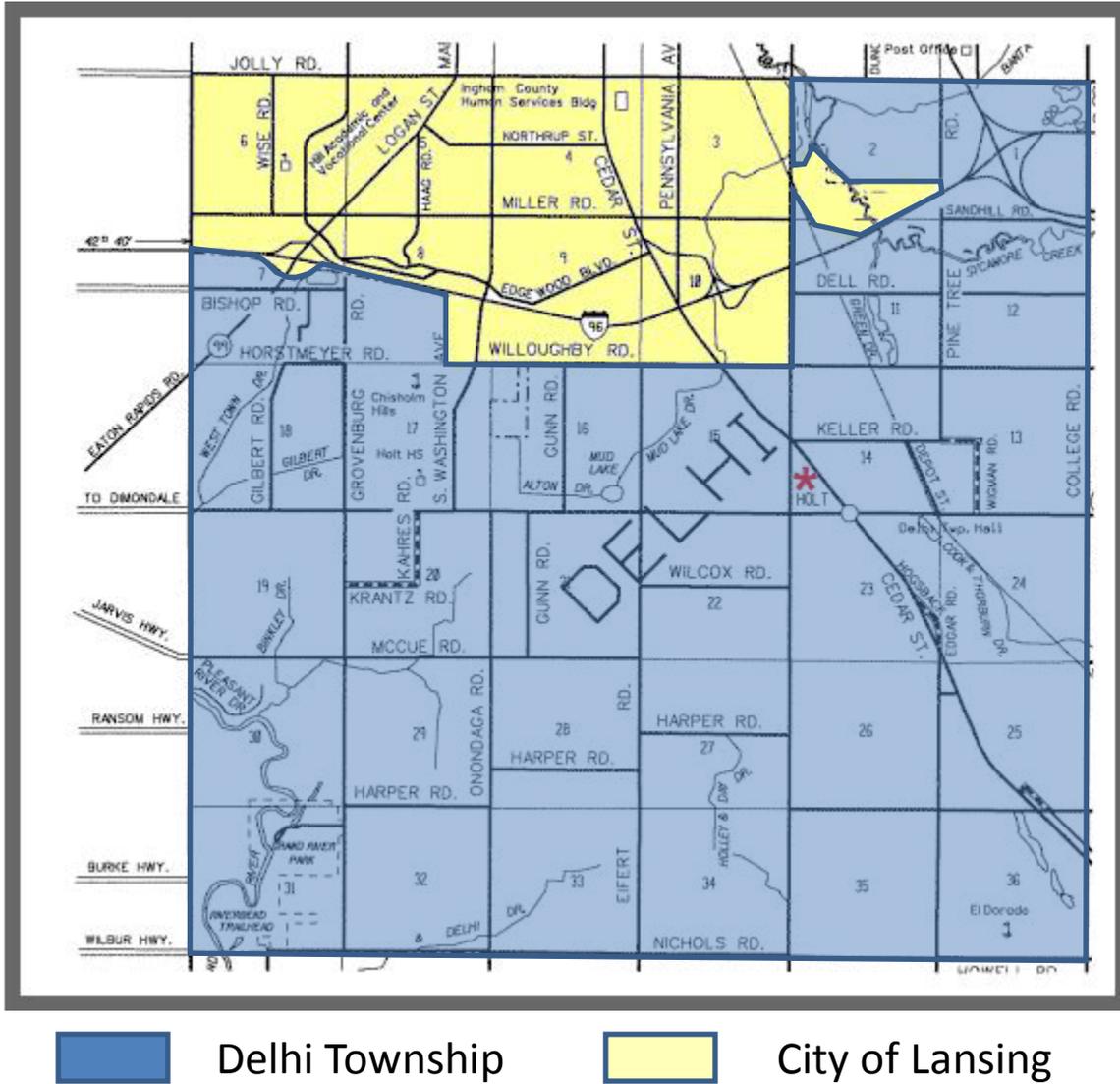
By \_\_\_\_\_

Supervisor of the  
Charter Township of Delhi

By \_\_\_\_\_

Clerk of the  
Charter Township of Delhi

# Attachment A



# Attachment B

Board of Water & Light, Lansing, Michigan – Water Utility Rates



**Availability** - This rate is available to any single-family residence or multifamily dwelling of 4 units or less served by one meter.

**Monthly Rate** - Shall be computed in accordance with the following charges.

**Basis Service Charge:** per customer per month or part thereof:

Meter	3/1/12
5/8"	\$11.19
3/4" *	\$15.67
1"	\$29.14
1 1/4" or 1 1/2"	\$64.97
2"	\$114.24

**Commodity Charge:** per ccf of water used per month;  
\$2.56

\* The BWL standard residential installation is a 1" service line with a 3/4" meter. The BWL reserves the right, in its sole judgment, to install 5/8" meters on any new service installation when circumstances warrant.

**Power and Chemical Cost Adjustment** - The power and chemical cost adjustment shall consist of an increase or decrease of 0.1¢ per ccf billed for each 0.1¢ increase or decrease in the average cost of power and chemicals required to deliver treated water to the customer's meter above or below 44.7¢ per ccf. The cost per ccf for the billing period shall consist of the weighted average cost of chemicals, electricity, steam and oil used in pumping and treatment facilities during the one month period preceding the month billed by two months.

**Tax Adjustment** - Bills shall be increased within the limits of any governmental authority or political subdivision which levies taxes, license fees, franchise fees, or any other charges against the Board's property, or its operation, or the production and/or sale of water, to offset any such cost and thereby prevent other customers from being compelled to share such local increases.

**Minimum Charge** - The minimum charge shall be the above Basic Service Charge applied for 30 days.

**Delayed Payment Charge** - A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill which is not paid on or before the due date.

**Application Charge** - A \$7.00 charge shall be added to the first regular bill for all customers turning on service at a service location irrespective of prior service with the Board.

**Rules and Regulations** - Service under this rate is subject to the Board of Water and Light Rules and Regulations for Water Service which are incorporated herein by this reference.

Effective: March 1, 2012

# Attachment C

Board of Water & Light, Lansing, Michigan – Water Utility Rates



**Availability** - This rate is available to any customer served on the BWL's water system. Service under this rate is not available for resale.

**Monthly Rate** - Shall be computed in accordance with the following charges.

Basic Service Charge: per customer per month or part thereof;

Meter	3/1/12
5/8"	\$11.19
3/4" *	\$15.67
1"	\$29.14
1 1/4" or 1 1/2"	\$64.97
2"	\$114.24
3"	\$257.61
4"	\$459.22
6"	\$1,032.60
8"	\$1,834.62
10"	\$2,867.31

Commodity Charge: per ccf of water used per month;  
\$2.56

\* The BWL standard residential installation is a 1" service line with a 3/4" meter. The BWL reserves the right, in its sole judgment, to install 5/8" meters on any new service installation when circumstances warrant.

**Power and Chemical Cost Adjustment** - The power and chemical cost adjustment shall consist of an increase or decrease of 0.1¢ per ccf billed for each 0.1¢ increase or decrease in the average cost of power and chemicals required to deliver treated water to the customer's meter above or below 44.7¢ per ccf. The cost per ccf for the billing period shall consist of the weighted average cost of chemicals, electricity, steam and oil used in pumping and treatment facilities during the one month period preceding the month billed by two months.

**Tax Adjustment** - Bills shall be increased within the limits of any governmental authority or political subdivision which levies taxes, license fees, franchise fees, or any other charges against the Board's property, or its operation, or the production and/or sale of water, to offset any such cost and thereby prevent other customers from being compelled to share such local increases.

**Minimum Charge** - The minimum charge shall be the above Basic Service Charge applied for 30 days.

**Delayed Payment Charge** - A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill which is not paid on or before the due date.

**Application Charge** - A \$7.00 charge shall be added to the first regular bill for all customers turning on service at a service location irrespective of prior service with the Board.

**Rules and Regulations** - Service under this rate is subject to the Board of Water and Light Rules and Regulations for Water Service which are incorporated herein by this reference.

Effective: March 1, 2012

# Attachment D

Board of Water and Light, Lansing, Michigan - Water Utility Rates



## WATER SYSTEM CONNECTION FEES RATE NO. 3

**System Connection Fees** - The following schedule of fees shall apply to all new water service connections made to the mains. This fee shall not apply to active services that are being replaced.

Service Connection to Main	<u>1/19/01</u>	<u>1/1/02</u>	<u>3/1/08</u>
1" or smaller	\$1,000	\$1,000	\$1,000
1½"	\$1,966	\$2,081	\$2,194
2"	\$3,495	\$3,700	\$3,900
3"	\$3,932	\$4,163	\$4,388
4"	\$6,990	\$7,400	\$7,800
6"	\$15,728	\$16,650	\$17,550
8" and over	\$27,961	\$29,600	\$31,200

**Tax Adjustment** - Bills shall be increased within the limits of any governmental authority or political subdivision which levies taxes, license fees, franchise fees, or any other charges against the Board's property, or its operation, or the production and/or sale of water, to offset any such cost and thereby prevent other customers from being compelled to share such local increases.

**Delayed Payment Charge** - A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill that is not paid on or before the due date.

**Rules and Regulations** - Service under this rate is subject to the Board of Water and Light Rules and Regulations for Water Service which are incorporated herein by this reference.

Adopted: January 29, 2008

Effective: March 1, 2008

# Attachment E

Board of Water & Light, Lansing, Michigan – Water Utility Rates



## FIRE SERVICE RATE NO. 4

**Fire Service** - A fire service line will be installed to a fire hydrant(s) or a customer's detector check valve in accordance with the schedule of charges for water system connection fees (Rate 3) and the current water service installation charges set forth in the Rules and Regulations for Water Service. The location of the detector check valve shall be determined by the Water Distribution Engineering Department.

Fire service lines shall be used for fire protection purposes only. No additional charges will be made for water used for testing and fire purposes. The customer shall maintain the detector check valve and fire protection system connected thereto in good condition in compliance with Section 34-9, Repair and Protection of Equipment, of the Code of the City of Lansing, Michigan.

**Monthly Fire Service Charge** - Water supply and maintenance of a fire service line to a detector check valve shall be provided in accordance with the following schedule of charges:

Service Size	<u>3/1/12</u>
4" or smaller	\$72
6"	\$162
8"	\$286
10" or larger	\$447

**Tax Adjustment** - Bills shall be increased within the limits of any governmental authority or political subdivision which levies taxes, license fees, franchise fees, or any other charges against the Board's property, or its operation, or the production and/or sale of water, to offset any such cost and thereby prevent other customers from being compelled to share such local increases.

**Minimum Charge** - Billings subject to this rate are not subject to a minimum charge.

**Delayed Payment Charge** - A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill which is not paid on or before the due date.

**Rules and Regulations** - Service under this rate is subject to the Board of Water and Light Rules and Regulations for Water Service which are incorporated herein by this reference.

Effective: March 1, 2012

# Attachment F

Board of Water & Light, Lansing, Michigan – Water Utility Rates



## LAWN SPRINKLING WATER SERVICE RATE NO. 5

**Availability** - This rate is available to any customer served on the BWL's water system where the meter or service is installed solely for lawn sprinkling. Municipalities having jurisdiction over sewer system rates may designate other uses of water which are subject to this rate.

**Monthly Rate** - Shall be computed in accordance with the following charges.

**Basic Service Charge:** Billings subject to this rate are not subject to a Basic Service Charge.

**Commodity Charge:** per ccf of water used per month  
3/1/12

all ccf	\$2.56
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**Power and Chemical Cost Adjustment** - The power and chemical cost adjustment shall consist of an increase or decrease of 0.1¢ per ccf billed for each 0.1¢ increase or decrease in the average cost of power and chemicals required to deliver treated water to the customer's meter above or below 44.7¢ per ccf. The cost per ccf for the billing period shall consist of the weighted average cost of chemicals, electricity, steam and oil used in pumping and treatment facilities during the one month period preceding the month billed by two months.

**Tax Adjustment** - Bills shall be increased within the limits of any governmental authority or political subdivision which levies taxes, license fees, franchise fees, or any other charges against the Board's property, or its operation, or the production and/or sale of water, to offset any such cost and thereby prevent other customers from being compelled to share such local increases.

**Minimum Charge** - Billings subject to this rate are not subject to a minimum charge.

**Delayed Payment Charge** - A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill which is not paid on or before the due date.

**Application Charge** - A \$7.00 charge shall be added to the first regular bill for all customers turning on service at a service location irrespective of prior service with the Board.

**Rules and Regulations** - Service under this rate is subject to the Board of Water and Light Rules and Regulations for Water Service which are incorporated herein by this reference.

Effective: March 1, 2012

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# Attachment G

Board of Water & Light, Lansing, Michigan – Water Utility Rates



## FIRE HYDRANT CHARGES RATE NO. 6

**Annual Fire Hydrant Charge** - Water Supply and maintenance of a fire service line to a public or private fire hydrant shall be provided in accordance with the following annual schedule of charges:

3/1/12

All Hydrants	\$474
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**Tax Adjustment** - Bills shall be increased within the limits of any governmental authority or political subdivision which levies taxes, license fees, franchise fees, or any other charges against the Board's property, or its operation, or the production and/or sale of water, to offset any such cost and thereby prevent other customers from being compelled to share such local increases.

**Minimum Charge** - Billings subject to this rate are not subject to a minimum charge.

**Delayed Payment Charge** - A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill which is not paid on or before the due date.

**Rules and Regulations** - Service under this rate is subject to the Board of Water and Light Rules and Regulations for Water Service which are incorporated herein by this reference.

Effective: March 1, 2012

# Attachment H

Board of Water and Light, Lansing, Michigan - Water Utility Rates



## **FIRE HYDRANT RIDER**

**Purpose** – The primary purpose of this rider is to enhance economic recovery & development in the Board of Water and Light (BWL) service area. It is available when, in the utility's sole judgment, the availability of the rider is a major factor in improving our regional economy, and when application of the rider will result in a net benefit to the BWL and its customers.

**Availability** – This rider is available solely to The City of Lansing and applicable only to its public hydrant service with the Board of Water and Light. To qualify for this rider, the City of Lansing must enter into a written contract with the BWL specifying the operational aspects of the rider, including the percentage rate discounts permitted. The rider shall be in effect for a period not exceeding ten years from the date of the contract; however, the discount rate portion of the rider is only available for the first two years of that period.

**Monthly Rate** – Through June 30, 2005, the customer will be billed their normal monthly charges under Rate 6, less up to a 50% rate discount. From July 1, 2005 through and including June 30, 2006, the customer will be billed their normal monthly charges under Rate 6, less up to a 20% rate discount. During the remaining term of the contract, the customer will be billed their normal monthly charges under Rate 6, plus a rate surcharge of up to 9%. All references in this rider to Rate 6 mean the Rate 6 in effect at the time of billing.

**Delayed Payment Charge** – A delayed payment charge of 5% of the unpaid balance, excluding delayed payment charges, shall be added to any bill which is not paid on or before the due date.

**Rules and Regulations** – Service under this rate is subject to the BWL Rules and Regulations for Water Service, which are incorporated herein by this reference.

Adopted: September 28, 2004

Effective: September 1, 2004  
Expires: July 1, 2014

## Attachment I

This page is reserved for the naming of the Administrative Committee

BWL Designated Operating Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

BWL Alternate Designated Operating Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Township Designated Operating Representative:

Name: John B. Elsinga, Twp. Mgr.

Address: 2074 Aurelius Rd., Holt, MI 48842

Phone: 517-694-2137

Email: john.elsinga@delhitownship.com

Township Alternate Designated Operating Representative:

Name: Tracy Miller, Dir. of Community Development

Address: 2074 Aurelius Rd., Holt, MI 48842

Phone: 517-694-8281

Email: tracy.miller@delhitownship.com