

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 19, 2013**

The members of the Delhi Charter Township Committee of the Whole met on Tuesday, November 19, 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
Sandra Diorka, Director of Public Services
Wendy Thielen, Assistant Township Manager of Human Resources
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

APPOINT CHAIRPERSON PRO-TEM

Hope moved to appoint Trustee Warfield Chairperson Pro-Tem.

A Voice Poll was recorded as follows: All Ayes

Absent: Davis

MOTION CARRIED

BUSINESS

Board discussion continued on modifying the current Board Rules and Procedures pertaining to public comment. It was decided to allow three minutes per individual and five minutes per group to speak on a topic as opposed to limiting the speaker to two minutes as discussed at the November 5, 2013 Committee of the Whole meeting.

The consensus of the Board was that the Board should follow the rules and procedures that will be followed by the public. The Board agreed to have Clerk Hope draft rules and procedures for the Board as he did for the public.

Discussion was held on the monthly reports given by Department Heads during the Committee of the Whole meetings. It was the consensus of the Board that the reports would continue to be part of the agenda packet but in lieu of them giving an overview of the report, Department Heads would report on trends and current events.

PUBLIC COMMENT

Mike Hamilton, 4145 Sycamore Street, Holt, remarked on the comment cards and commented on questions asked to the Board.

SUBJECT TO APPROVAL



Delhi Charter Township

Procedure for Addressing the Township Board of Trustees

Township Board of Trustees:

C.J. Davis, Supervisor
 Evan Hope, CMC, Clerk
 Roy Sweet, Treasurer
 Jon Harmon, Trustee
 John Hayhoe, Trustee
 Megan Ketchum, Trustee
 DiAnne Warfield, Trustee

Thank you for your interest and desire to participate in public comment. Following these simple procedures will help ensure that your voice is heard while also keeping an orderly and efficient meeting.

General

- Public comment is limited to two minutes per individual.
- If a representative is speaking on behalf of a group that is present in the audience they may have four minutes.
- When recognized by the Chair, please approach a microphone and state your name and address.
- All comments shall be directed to the Chair.
- No debate shall be engaged between the Township and the public and no debate shall be engaged between members of the public.
- No one will be recognized to speak again until everyone has had an opportunity to speak.
- Those who do not follow the procedures or engage in inappropriate speech will be ruled out of order by the Chair.

Comments on non-agenda items

- The Chair will recognize those who wish to speak on non-agenda items during such time(s) indicated on the agenda.

Comments on agenda items

- Comments on agenda items will take place during the agenda item, after introduction and discussion by the Board.
- Those who want to speak on agenda items shall complete a comment card and turn it in to the Township Clerk before the meeting begins.
- Public comment on agenda items will be alternated between pro and con to whatever extent possible.

Exceptions

- Members of the Board may vote to extend the time allowed for public comment.
- Members of the public may submit written comments (i.e. email) on agenda items to the Township Clerk any time prior to the meeting. Receipt of such written comments will be noted in the minutes the same as those who completed comment cards.

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 19, 2013**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, November 19, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan Clerk Hope called the meeting to order at 7:31 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
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

APPOINT CHAIRPERSON PRO-TEM

Hope moved to appoint Trustee Warfield as Chairperson Pro-Tem.

A voice Poll Was Recorded as follows: All Ayes
Absent: Davis

MOTION CARRIED

COMMENTS FROM THE PUBLIC - None

CONSENT AGENDA

- A. Approval of Minutes – Committee Meeting of November 5, 2013
- B. Approval of Minutes – Regular Meeting of November 5, 2013
- C. Approval of Claims – November 12, 2013 (ATTACHMENT I)
- D. Approval of Payroll – November 7, 2013 (ATTACHMENT II)

Harmon moved to approve the Consent Agenda as presented.

A Roll Call Vote was recorded as follows:
Ayes: Harmon, Hayhoe, Hope, Ketchum, Sweet, Warfield
Absent: Davis

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 19, 2013**

NEW BUSINESS

SAW GRANT APPLICATION AND SAW GRANT AGREEMENT RESOLUTION NO. 2013-028

The Board reviewed memorandums dated November 15, 2013 from Twp. Mgr. Elsinga and November 13, 2013 from Sandra Diorka, Director of Public Services (ATTACHMENT III).

Hayhoe moved to approve the submittal of a SAW Grant Application and adopt Resolution No. 2013-028 which designates the Township Manager as the Authorized Representative and authorizes the execution of the SAW Grant Agreement.

James Burton, Hubbell, Roth & Clark, Inc., gave a power point presentation on the SAW Grant Agreement. Mr. Burton stated that there could possibly be tweaks or changes to the grant agreement made by the Department of Environmental Quality up until the grant agreement is due and asked concurrence of the Board to allow the Township Manager to make any slight changes that may arise.

A Roll Call Vote was recorded as follows:

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

Absent: Davis

MOTION CARRIED

UPDATE OF TOWNSHIP SANITARY SEWER DETAILS AND SANITARY SEWER DESIGN AND CONSTRUCTION

The Board reviewed memorandums dated November 14, 2013 from Twp. Mgr. Elsinga and November 13, 2013 from Sandra Diorka, Director of Public Services (ATTACHMENT IV).

Sweet moved to approve the proposal for Professional Engineering Services from Hubbell, Roth & Clark, Inc. in the amount of \$16,500 to update the Township sanitary sewer details and sanitary sewer design and construction standards.

A Roll Call Vote was recorded as follows:

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

Absent: Davis

MOTION CARRIED

2014 COMPENSATION FOR THE DELHI TOWNSHIP TRUSTEES

The Board reviewed a memorandum dated November 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT V).

Ketchum moved to approve a 2.6% increase in compensation for the Delhi Charter Township Trustees for an annual salary of \$10,634.58, effective January 1, 2014.

A Roll Call Vote was recorded as follows:

Ayes: Ketchum, Warfield, Hope

Nays: Sweet, Harmon, Hayhoe

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 19, 2013**

Absent: Davis
MOTION FAILED

2014 COMPENSATION FOR THE DELHI TOWNSHIP SUPERVISOR

The Board reviewed a memorandum dated November 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VI).

Hayhoe moved to approve a 2.6% increase in compensation for the Delhi Charter Township Supervisor for an annual salary of \$23,923.51, effective January 1, 2014.

A Roll Call Vote was recorded as follows:
Ayes: Warfield, Harmon, Hayhoe, Hope, Ketchum
Nay: Sweet
Absent: Davis
MOTION CARRIED

2014 COMPENSATION FOR THE DELHI TOWNSHIP CLERK

The Board reviewed a memorandum dated November 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VII).

Sweet moved to approve a 2.6% increase in compensation for the Delhi Charter Township Clerk for an annual salary of \$66,362.24, effective January 1, 2014.

Trustee Sweet stated that he would be voting in favor of this item as he has always felt that the full-time Clerk should be treated the same as the other full-time employees.

A Roll Call Vote was recorded as follows:
Ayes: Warfield, Harmon, Hayhoe, Hope, Ketchum, Sweet
Absent: Davis
MOTION CARRIED

2014 COMPENSATION FOR THE DELHI TOWNSHIP TREASURER

The Board reviewed a memorandum dated November 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VIII).

Harmon moved to approve a 2.6% increase in compensation for the Delhi Charter Township Treasurer for an annual salary of \$23,923.51, effective January 1, 2014.

A Roll Call Vote was recorded as follows:
Ayes: A Roll Call Vote was recorded as follows:
Ayes: Harmon, Hayhoe, Hope, Ketchum, Warfield
Nay: Sweet
Absent: Davis
MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 19, 2013**

REPORTS

CLERK

Clerk Hope stated that due to the recent storm the Department of Public Services will be hosting an emergency brush drop-off on November 23, 2013.

TRUSTEES

Trustee Hayhoe

Trustee Hayhoe stated that he attended a meeting hosted by the Greater Lansing Housing Coalition on November 19, 2013. The meeting was to share thoughts on fair and affordable housing in Ingham County.

LIMITED PUBLIC COMMENTS - None

ADJOURNMENT

Meeting adjourned at 8:11 p.m.

Date: December 3, 2013

Evan Hope, Township Clerk

Date: December 3, 2013

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

November 12, 2013

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated November 5 & 12, 2013 numbered 85879 thru 85948 & ACH 2760 thru 2777. Every invoice has a payment authorizing signature(s).

Dated: November 12, 2013

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated November 12, 2013 show payments made from the following funds:

General Fund	\$	74,308.87
Fire Fund		4,270.42
Police Fund		1,325.00
Fire Equip. & Apparatus Fund		3,358.34
Water Improvement Fund		83.25
Downtown Development Fund		24,575.01
N Connector Trail Construction		4,416.99
Sewer Fund		38,873.69
Trust & Agency Fund		16,135.00
Current Tax Fund		6,214.60
Grand Total	\$	173,561.17

Includes the following to be reimbursed from separate bank accounts:

Current Tax Account	\$	6,214.60
N Connector Trail Construction	\$	4,416.99
Combined Sewer Savings	\$	416.75

Dated: November 12, 2013

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. (\$14,000.00 State of Michigan Rehabilitation Services for 2014 Cash Transfer Agreement, 10/8/13)

Dated: November 12, 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 November 19, 2013 a motion was made by _____ and passed by ___ yes votes and ___ no votes (___ absent) that the list of claims dated November 12, 2013, was reviewed, audited and approved

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 11/05/2013 - 11/12/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BANK OF AMERICA	PITNEY BOWES PAID TWICE	491.00
BANK OF AMERICA	PITNEY BOWES PAID TWICE	353.00
BANK OF AMERICA	TAX TO BE REIMBURSED	19.49
BANK OF AMERICA	REIMBURSEMENT/WILSON	20.50
BANK OF AMERICA	REIMBURSEMENT/WILSON	2.36
DEB BARCLAY	FLOOR HOCKEY REFUND	25.00
	Total For Dept 000.00	911.35
Dept 171.00 MANAGER		
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND CHECK	28.81
BANK OF AMERICA	IPMA-HR DUES/THIELEN	149.00
BANK OF AMERICA	PARKING/ELSINGA	6.25
BANK OF AMERICA	LUNCH/ELSINGA	20.99
BANK OF AMERICA	PDF CABINET/ELSINGA	3.17
BANK OF AMERICA	COBRA SOFTWARE MAINTENANCE	395.00
	Total For Dept 171.00 MANAGER	603.22
Dept 191.00 ACCOUNTING		
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES OCTOBER	1,140.00
BANK OF AMERICA	LODGING/MEREDITH	454.53
	Total For Dept 191.00 ACCOUNTING	1,594.53
Dept 215.00 CLERK		
GANNETT MICHIGAN NEWSPAPERS	PUBLISHING LEGALS OCTOBER	577.50
BANK OF AMERICA	2014 IIMC MEMBERSHIP/FINCH	85.00
	Total For Dept 215.00 CLERK	662.50
Dept 228.00 INFORMATION TECHNOLOGY		
DELHI CHARTER TOWNSHIP-I.T.	USB2.0 ALL IN ONE MULTI CARD	11.99
DELHI CHARTER TOWNSHIP-I.T.	DELL MONITOR BASE/IT	24.99
DELHI CHARTER TOWNSHIP-I.T.	3 PK TONER SET/ASSESSING	67.10
AD-INK & TONER SUPPLY	1 HP BLACK TONER/ASSESSING	75.99
SOUTHERN COMPUTER	COLOR RIBBON FOR ID PRINTER	34.61
ACD.NET, INC.	DSL 11/1-12/1/2013	199.95
BANK OF AMERICA	FIXED ASSESTS YRLY SUPPORT	240.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	654.63
Dept 253.00 TREASURERS		
RICOH USA, INC.	COPIER MAINTENANCE	216.86
BANK OF AMERICA	MMTA LODGING/TEBEAU	373.20
	Total For Dept 253.00 TREASURERS	590.06

Dept 257.00 ASSESSING		
BANK OF AMERICA	MANUALS & FREIGHT/WILSON	139.38
THRUN LAW FIRM, P.C.	LEGAL FEES OCTOBER	3,694.18
BANK OF AMERICA	IAAO MEMBERSHIP/WILSON	255.00
STATE OF MICHIGAN	CERTIFICATION FEES/E. TOBIAS	175.00
STATE OF MICHIGAN	CERTIFICATION FEES/MUNSON	175.00
STATE OF MICHIGAN	CERTIFICATION FEES/WILSON	125.00
RICOH USA, INC.	COPIER MAINTENANCE	216.86
BANK OF AMERICA	CONFERENCE DINNER/WILSON	14.99
BANK OF AMERICA	CONFERENCE LUNCH/WILSON	11.99
BANK OF AMERICA	CONFERENCE BREAKFAST/WILSON	8.92
BANK OF AMERICA	CONFERENCE BREAKFAST/WILSON	12.31
BANK OF AMERICA	CONFERENCE LUNCH/WILSON	17.00
BANK OF AMERICA	CONFERENCE LUNCH/WILSON	9.95
BANK OF AMERICA	CONFERENCE DINNER/WILSON	13.49
BANK OF AMERICA	CONFERENCE LUNCH/WILSON	10.99
BANK OF AMERICA	CONFERENCE BREAKFAST/WILSON	10.02
BANK OF AMERICA	CONFERENCE DINNER/WILSON	14.99
	Total For Dept 257.00 ASSESSING	4,905.07

Dept 262.00 ELECTIONS		
MICHIGAN ELECTION RESOURCES	WHO'S MOVED VERIFICATION -VOTERS	85.00
	Total For Dept 262.00 ELECTIONS	85.00

Dept 265.00 BUILDING & GROUNDS		
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	88.49
JOHN DEERE LANDSCAPES, INC	SIDEWALK SALT	4,704.00
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/CSC	975.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT / CSC	5,573.40
METRONET LONG DISTANCE	LONG DISTANCE OCTOBER	39.44
TDS METROCOM	LOCAL SERVICE SEPTEMBER	1,068.95
ACE HARDWARE	2 MISC. MDSE.	0.88
E.D.S. IRRIGATION, LLC	RAIN GARDEN	50.00
	Total For Dept 265.00 BUILDING & GROUNDS	12,500.16

Dept 276.00 CEMETERY		
LANSING ICE & FUEL CO	GASOLINE CEMETERY	82.02
BANK OF AMERICA	10 BUNDLES FLAGS/CEMETERY	94.50
ACE HARDWARE	2 EYE LAGS & WIRE ROPE CLIPS	20.01
	Total For Dept 276.00 CEMETERY	196.53

Dept 281.00 STORMWATER		
LANSING ICE & FUEL CO	GASOLINE STORMWATER	86.33
	Total For Dept 281.00 STORMWATER	86.33

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 10/1-11/1/2013	7,038.01
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730	20,991.81
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043	113.65
	Total For Dept 446.00 INFRASTRUCTURE	28,143.47

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT

BANK OF AMERICA	ELECTRICAL CODE BOOK & FREIGHT	79.00
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOPMENT	212.84
THRUN LAW FIRM, P.C.	LEGAL FEES OCTOBER	1,664.10
ASSOCIATED GOVERNMENT SERV	AGS PAYROLL 9/16-10/15/2013	1,172.00
METRONET LONG DISTANCE	LONG DISTANCE OCTOBER	10.28
VERIZON WIRELESS	CELLULAR OCTOBER	6.87
TDS METROCOM	LOCAL SERVICE SEPTEMBER	55.82
MORTGAGE CENTER TITLE, LLC	TITLE INSURANCE - WILLOUGHBY	1,923.25
BANK OF AMERICA	2 WIPER BLADES/#56	18.18
FRANKIE D'S AUTO & TRUCK	WATER PUMP/GASKETS/LOF/#57	514.00
BANK OF AMERICA	10/24/13 CONFERENCE/MILLER	15.00
BANK OF AMERICA	LUNCH/MILLER	13.94
BANK OF AMERICA	LODGING & PARKING/MILLER	281.60
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		5,966.88

Dept 752.00 PARKS ADMINISTRATION

HOLT PUBLIC SCHOOLS	PRINTING OF FLIERS	99.50
METRONET LONG DISTANCE	LONG DISTANCE OCTOBER	1.70
VERIZON WIRELESS	CELLULAR OCTOBER	0.89
TDS METROCOM	SENIOR CENTER PHONES	294.40
TDS METROCOM	LOCAL SERVICE SEPTEMBER	98.06
BANK OF AMERICA	P.A. SYSTEM	126.00
LANDSCAPE ARCHITECTS	TENNIS COURTS RESEARCH	750.00
Total For Dept 752.00 PARKS ADMINISTRATION		1,370.55

Dept 771.00 PARKS

BANK OF AMERICA	4 JACKETS/4 CAPS/12 PK GLOVES	324.91
LANSING ICE & FUEL CO	GASOLINE PARKS	336.86
ACE HARDWARE	GLV PLUG	1.99
JOHN DEERE LANDSCAPES, INC	SIDEWALK SALT	784.00
JOHN DEERE LANDSCAPES, INC	ROCK SALT	624.75
AMERICAN RENTAL	PORTABLE TOILET	70.00
AMERICAN RENTAL	PORTABLE TOILET	70.00
COUNTY OF INGHAM	OCTOBER PARKS SECURITY	2,585.02
MODEL COVERALL SERVICE	UNIFORM PANTS	62.64
MODEL COVERALL SERVICE	UNIFORM PANTS	39.64
MODEL COVERALL SERVICE	UNIFORM PANTS	39.64
BOARD OF WATER & LIGHT	WATER 4050 KELLER	134.80
CONSUMERS ENERGY	ELECTRIC 1771 MAPLE	95.22
E.D.S. IRRIGATION, LLC	WINTERIZE SPRINKLER SYSTEM	413.00
MENARDS LANSING SOUTH	(2) 4X4-8' TREATED LUMBER	14.54
MENARDS LANSING SOUTH	(2) 5" SWIVEL GRAY CASTERS	19.96
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/SENIOR CENTER	260.00
MENARDS LANSING SOUTH	(2) POLYPRO	31.98
BANK OF AMERICA	BOBCAT BOX LINER	360.00
FRANKIE D'S AUTO & TRUCK	LOF/SERPENTINE BELT/SHOCKS/#42	1,162.00
Total For Dept 771.00 PARKS		7,430.95

Dept 774.00 RECREATION		
D & M SILKSCREENING	4 T-SHIRTS	38.00
DEAN TRAILWAYS OF MICHIGAN	BUS TRIP TO MEADOWBROOK HALL	936.65
EASTSIDE SOCCER LEAGUE	SOCCER FALL REGISTRATION/3 TEAM	45.00
SCOTT R. BLANKENSHIP	FLOOR HOCKEY OFFICIAL	60.00
KYLE BROOKS	FLOOR HOCKEY OFFICIAL	165.00
JEFF BRYAN	FLOOR HOCKEY OFFICIAL	90.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
ANDREW MURRAY	FLOOR HOCKEY OFFICIAL	75.00
LEVI PETERSEN	FLOOR HOCKEY OFFICIAL	165.00
STEVEN E. ROGERS	FLOOR HOCKEY OFFICIAL	225.00
ZACH VANLIEW	FLOOR HOCKEY OFFICIAL	120.00
	Total For Dept 774.00 RECREATION	2,019.65

Dept 850.00 OTHER FUNCTIONS		
BANK OF AMERICA	ROLLS DOUBLE SIDED TAPE/FREIGHT	28.29
THRUN LAW FIRM, P.C.	LEGAL FEES OCTOBER	2,502.00
BANK OF AMERICA	5 GAL EZ SEAL/2 BOXES TAPE	214.17
MEDICAL MANAGEMENT SYSTEMS	OCTOBER AMBULANCE BILLING FEES	3,453.41
BANK OF AMERICA	POSTAGE METER RENTAL 11/16-2/15	150.00
BANK OF AMERICA	GIS WEB HOSTING 10/10-11/09/2013	1.00
BANK OF AMERICA	WUFOO SUBSCRIPTION 10/26-11/26/13	9.00
BANK OF AMERICA	SBAM MEMBERSHIP DUES	195.00
BANK OF AMERICA	WORKSHOP TRAINING REFRESHMENTS	35.12
	Total For Dept 850.00 OTHER FUNCTIONS	6,587.99

Total For Fund 101 GENERAL FUND 74,308.87

Fund 206 FIRE FUND		
Dept 336.00 FIRE DEPARTMENT		
BANK OF AMERICA	2 FIRE CODE BOOKS & SHIPPING	112.90
LANSING ICE & FUEL CO	GASOLINE FIRE	1,186.29
FIRST DUE FIRE SUPPLY CO.	1 POLO SHIRT & LOGO	54.99
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	24.99
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	52.99
TRI-COUNTY EMERGENCY	FLAMBEAU ORANGE DRUG BOX	74.00
THRUN LAW FIRM, P.C.	LEGAL FEES OCTOBER	191.10
MICHIGAN STATE FIREMEN'S	2014 MSFA MEMBERSHIP DUES/BALL	75.00
BIO-CARE, INC.	MASK FIT TEST/NOWLAND	25.00
METRONET LONG DISTANCE	LONG DISTANCE OCTOBER	3.50
VERIZON WIRELESS	CELLULAR OCTOBER	167.23
TDS METROCOM	LOCAL SERVICE SEPTEMBER	40.64
WILX-TV 10	NOVEMBER TV ADVERTISING	1,249.00
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	68.14
CONSUMERS ENERGY	GAS 6139 BISHOP	108.96
ADP SCREENING & SELECTION	BACKGROUND CHECKS	271.61
BANK OF AMERICA	EXERCISE EQUIPMENT	59.99
BANK OF AMERICA	LUNCH/BALL	12.52
PAUL L. ROSS JR.	REPAIR EXERCISE EQUIPMENT	389.00
BANK OF AMERICA	CUPS/NAPKINS/POPCORN	36.86
BANK OF AMERICA	REFRESHMENTS/OPEN HOUSE	65.71
	Total For Dept 336.00 FIRE DEPARTMENT	4,270.42

Total For Fund 206 FIRE FUND 4,270.42

Fund 207 POLICE FUND		
Dept 301.00 POLICE		
THRUN LAW FIRM, P.C.	LEGAL FEES OCTOBER	1,325.00
	Total For Dept 301.00 POLICE	1,325.00
	Total For Fund 207 POLICE FUND	1,325.00

Fund 211 FIRE EQUIP. & APPARATUS FUND		
Dept 339.00 EQUIPMENT & APPARATUS		
BANK OF AMERICA	UPS SHIPPING	114.14
BANK OF AMERICA	UPS SHIPPING	14.39
FIRST DUE FIRE SUPPLY CO.	3 SUSPENDERS/1 HELMET	220.40
WEST SHORE FIRE INC	4 AUDIO BRACKETS INSTALL& SHIP	890.73
CATHEY COMPANY	HOSE ASSY/HOSE/HOSE FITTINGS	37.12
ISG / INFRASYS	REPAIR THERMAL IMAGING CAMERA	537.59
FRANKIE D'S AUTO & TRUCK	CAT CONVERTER/2 SENSORS/LABOR	939.00
VICTORY LANE QUICK OIL CHANGE	LOF/#577	44.97
DUSTIN DICKERSON	12/1-6/2013 NFA/DICKERSON	560.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	3,358.34
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	3,358.34

Fund 225 WATER IMPROVEMENT FUND		
Dept 905.00 DEBT SERVICE		
US BANK	DELHI 2010 DD RFD BOND	83.25
	Total For Dept 905.00 DEBT SERVICE	83.25
	Total For Fund 225 WATER IMPROVEMENT FUND	83.25

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		
Dept 728.00 DDA ADMINISTRATION		
BANK OF AMERICA	COFFEE MAKER/DDA OFFICE	29.00
DBI BUSINESS INTERIORS	1 BOX NAME BADGES	55.99
FAHEY SCHULTZ BURZYCH RHODE	LEGAL FEES OCTOBER	858.00
BANK OF AMERICA	AT&T LED SIGN 10/16-11/15/2013	50.38
C. HOWARD HAAS	CELL PHONE REIMBURSE/HAAS	75.00
METRONET LONG DISTANCE	LONG DISTANCE OCTOBER	6.15
TDS METROCOM	LOCAL SERVICE SEPTEMBER	124.92
GANNETT MICHIGAN NEWSPAPERS	PUBLISHING LEGALS OCTOBER	87.59
JOHN DEERE LANDSCAPES, INC	SIDEWALK SALT	392.00
JOHN DEERE LANDSCAPES, INC	ROCK SALT	416.50
	Total For Dept 728.00 DDA ADMINISTRATION	2,095.53

Dept 729.00 DDA MARKETING & PROMOTION		
BANK OF AMERICA	JERSEY SUBS/BUSINESS EXPO	672.00
BANK OF AMERICA	LUNCH/HOLT COMMUNITY CONNECT	60.93
BANK OF AMERICA	COOKIES/HOLT COMMUNITY CONNECT	3.48
CHARLES GRINNELL	3 BAGS ICE/CONDIMENTS	24.03
BLOHM CREATIVE PARTNERS	BUSINESS EXPO PRESS RELEASE	150.00
BLOHM CREATIVE PARTNERS	BUSINESS EXPO NEWSPAPER AD	580.00
BLOHM CREATIVE PARTNERS	BUSINESS EXPO BILLBOARD DESIGN	630.00
BLOHM CREATIVE PARTNERS	OCTOBER OUR TOWN VIDEO	650.00
BLOHM CREATIVE PARTNERS	OCTOBER OUR TOWN ONLINE/EMAIL	650.00
BLOHM CREATIVE PARTNERS	BUSINESS EXPO BILLBOARD MEDIA	856.00
BLOHM CREATIVE PARTNERS	OCTOBER 2013 OUR TOWN	14,135.69
BANK OF AMERICA	CREDIT	(19.99)
BANK OF AMERICA	CORD/PA SYSTEM	8.89
BANK OF AMERICA	BATTERY/PA SYSTEM	19.99
ACD.NET, INC.	WIFI 11/1-12/1/2013	69.95
ACE HARDWARE	2 BULBS	35.98
	Total For Dept 729.00 DDA MARKETING & PROMOTION	18,526.95

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
E.D.S. IRRIGATION, LLC	BLOW OUT SPRINKLERS DDA PARK	50.00
SCHAFFER'S INC.	BRUSH HOG HOLT/HOLLOWAY DR	2,600.00
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		2,650.00

Dept 850.00 OTHER FUNCTIONS		
LANSING ICE & FUEL CO	GASOLINE DDA	86.33
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/SHERIFF & DDA	420.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT / DDA-ICSD	796.20
Total For Dept 850.00 OTHER FUNCTIONS		1,302.53

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		24,575.01
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Fund 410 SYCAMORE TRAIL CONSTR FUND

Dept 902.00 CAPITAL OUTLAY		
STATE OF MICHIGAN	DEQ NOTICE OF COVERAGE - TRAIL	400.00
C2AE	NON-MOTORIZED PATH	4,016.99
Total For Dept 902.00 CAPITAL OUTLAY		4,416.99

Total For Fund 410 SYCAMORE TRAIL CONSTR FUND		4,416.99
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Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 548.00 ADMINISTRATION & OVERHEAD		
AD-INK & TONER SUPPLY	CE412A YELLOW CARTRIDGE	87.99
THRUN LAW FIRM, P.C.	LEGAL FEES OCTOBER	294.00
HOLT POSTMASTER	POSTAGE DUE ACCOUNT	100.00
ICS MARKETING SERVICES	OCTOBER SEWER BILLS	541.17
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		1,023.16

Dept 558.00 DEPT OF PUBLIC SERVICE

LANSING ICE & FUEL CO	GASOLINE DPS	1,815.15
MODEL COVERALL SERVICE	STAFF UNIFORMS	77.74
MODEL COVERALL SERVICE	STAFF UNIFORMS	73.71
MODEL COVERALL SERVICE	STAFF UNIFORMS	77.74
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
BANK OF AMERICA	SCANNING SOFTWARE FOR DPS	447.00
AD-INK & TONER SUPPLY	CE411A CYAN CARTRIDGE	87.99
COMPLETE BATTERY SOURCE	2 BATTERIES	42.42
BANK OF AMERICA	4 BAGS ICE	15.56
BANK OF AMERICA	SCALES/SCRAPPY	29.99
CARQUEST THE PARTS PLACE	1/2 DRIVE-1/2 HEX TORQ SOCKET	15.82
COMMUNICATIONS SERVICES	2 RADIO CLIPS	56.00
BANK OF AMERICA	BALL AIR STONES/TEE VALVE/TUBING	13.48
ALEXANDER CHEMICAL CORP	CREDIT	(180.00)
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	10,748.80
ALEXANDER CHEMICAL CORP	HYPOCHLORITE SOLUTION	4,293.23
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALS LABORATORY GROUP	SLUDGE ANALYSES	540.00

ALS LABORATORY GROUP	SLUDGE ANALYSES	540.00
ALS LABORATORY GROUP	SLUDGE ANALYSES	135.00
ALS LABORATORY GROUP	IPP - STONEGATE	500.00
ALS LABORATORY GROUP	RAW SLUDGE	135.00
ALS LABORATORY GROUP	IPP - PARKER HANNIFIN	145.00
BANK OF AMERICA	SOIL SAMPLES/LAND APPLICATION	9.35
KAR LABORATORIES, INC.	INFLUENT ANALYSIS	225.00
KAR LABORATORIES, INC.	EFFLUENT SAMPLES	225.00
BANK OF AMERICA	2 SAFETY JACKETS & FREIGHT	66.09
UNITED PARCEL SERVICE	SHIPPING CHARGES	404.40
UNITED PARCEL SERVICE	SHIPPING CHARGES	67.07
METRONET LONG DISTANCE	LONG DISTANCE OCTOBER	7.12
USA MOBILITY WIRELESS, INC.	PAGER SERVICE	55.68
VERIZON WIRELESS	CELLULAR OCTOBER	18.07
TDS METROCOM	LOCAL SERVICE SEPTEMBER	386.56
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	132.54
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	489.50
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723	48.64
CONSUMERS ENERGY	GAS-1988 WAVERLY	34.56
BANK OF AMERICA	FLAT TIRE REPAIR/SCAG	10.00
BANK OF AMERICA	RELIEF VALVE	261.38
BANK OF AMERICA	SNOW BLOWER-SCAG MOWER PARTS	175.48
ACE HARDWARE	6 SINGLE CUT KEYS	10.14
ACE HARDWARE	2 TOGGLE SWITCHES	9.98
E.D.S. IRRIGATION, LLC	BLOW OUT SPRINKLERS AT POTW	100.00
JOHN DEERE LANDSCAPES, INC	SIDEWALK SALT	1,176.00
JOHN DEERE LANDSCAPES, INC	ROCK SALT	1,041.25
METAL FRAMES, INC	DOOR CLOSER	167.40
BANK OF AMERICA	CHAIN & 2 HOOKS	82.73
CATHEY COMPANY	4"HD SUCTION PIPE W/FITTINGS	1,252.14
CATHEY COMPANY	3" BLUE DISCHARGE HOSE	219.33
M TECH COMPANY	SHIPPING ESTIMATE	21.65
M TECH COMPANY	SPARE PARTS	1,322.66
B & D ELECTRIC, INC.	REPAIR CUT WIRE FOR MAIN POWER	791.00
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/MAINTENANCE	260.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT / DPS-MTC	1,592.40
M TECH COMPANY	REPAIR PIPE RANGER CAMERA	562.80
M TECH COMPANY	SHIPPING ESTIMATE	34.80
FRANKIE D'S AUTO & TRUCK	LOF/#26	35.00
BANK OF AMERICA	POSTAGE/WOOL ROVING	5.80
BANK OF AMERICA	MSU BIOSOLIDS SEMINAR/ELSINGA	50.00
BANK OF AMERICA	STORM WATER SUMMIT/BRYANT	20.00
BANK OF AMERICA	9/17/13 PARKING/WALACAVAGE	18.00
BANK OF AMERICA	MWEA 10/30/13 SEMINAR/RANES	120.00
BANK OF AMERICA	MWEA 11/6/13 SEMINAR/RANES	120.00
BANK OF AMERICA	MWEA 10/31/13 SEMINAR/DICKERSON	180.00
BANK OF AMERICA	MWEA 12/5 SEMINAR/DIORKA/BRYANT	240.00
BANK OF AMERICA	WEFTEC CAB/DIORKA	12.45
BANK OF AMERICA	WEFTEC CAB/DIORKA	12.65
BANK OF AMERICA	WEFTEC LODGING/DIORKA	1,437.55
BANK OF AMERICA	CONFERENCE DINNER/DIORKA	34.50
BANK OF AMERICA	CONFERENCE BREAKFAST/DIORKA	16.26
BANK OF AMERICA	CONFERENCE LUNCH/DIORKA	34.50
BANK OF AMERICA	CONFERENCE BREAKFAST/DIORKA	20.15
BANK OF AMERICA	CONFERENCE LUNCH/DIORKA	21.55
BANK OF AMERICA	CONFERENCE BREAKFAST/DIORKA	18.16
BANK OF AMERICA	CONFERENCE LUNCH/DIORKA	18.00

Total For Dept 558.00 DEPT OF PUBLIC SERVICE 34,467.55

Dept 578.01 CAPITAL IMPROVEMENTS		
C2AE	LSD/FORCE MAIN/POTW SCREENING	2,966.23
	Total For Dept 578.01 CAPITAL IMPROVEMENTS	2,966.23
Dept 588.01 G.O. BOND INDEBTEDNESS		
US BANK	DELHI 2010 DD RFD BOND	416.75
	Total For Dept 588.01 G.O. BOND INDEBTEDNESS	416.75
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	38,873.69
Fund 701 TRUST & AGENCY FUND		
Dept 000.00		
STATE OF MICHIGAN	2014 MRS MATCH AGREEMENT	14,000.00
INGHAM COUNTY TREASURER	TRAILER PARK FEES SEPTEMBER	2,135.00
	Total For Dept 000.00	16,135.00
	Total For Fund 701 TRUST & AGENCY FUND	16,135.00
Fund 703 CURRENT TAX ACCOUNT		
Dept 000.00		
CORELOGIC REAL ESTATE TAX	REFUNDS DUE TAXPAYERS	37.54
MERITAX LLC AND	REFUNDS DUE TAXPAYERS	6,131.44
TEKCHANDANI ENTERPRISES LLC	REFUNDS DUE TAXPAYERS	30.61
TOMIC-BOBAS, JADRANKO & CHIN	REFUNDS DUE TAXPAYERS	15.01
	Total For Dept 000.00	6,214.60
	Total For Fund 703 CURRENT TAX ACCOUNT	6,214.60
	Total For All Funds:	173,561.17

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated November 7, 2013**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106309 through 106343 & direct deposits numbers: DD16807 through DD16897. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

Lora Behnke, Accounting Clerk

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

Dated: November 7, 2013

Director of Accounting

II. Payroll Report

The November 7, 2013 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$73,046.49	\$21,395.22	\$51,651.27
Fire Dept. Fund	53,695.64	14,975.12	\$38,720.52
DDA	6,397.44	1,700.72	\$4,696.72
Sewer Fund/Receiving	37,168.27	10,932.00	\$26,236.27
Total Payroll	\$170,307.84	\$49,003.06	\$121,304.78
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$5,380.64	\$5,525.54	\$32,301.40
Fire Dept. Fund	4,020.63	3,112.54	22,108.29
DDA	277.74	248.67	2,227.13
Sewer Fund/Receiving	2,679.59	3,145.47	16,757.06
Total Payroll	\$12,358.60	\$12,032.22	\$73,393.88

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on November 7, 2013 and identified as follows:

11/07 Net Pay Disbursement in Common Savings (\$121,304.78)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on November 19, 2013, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated November 7, 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: November 15, 2013

RE: SAW Grant Application and SAW Grant Agreement Resolution No. 2013-028

Enclosed for your review and approval is a SAW (Stormwater, Asset Management and Wastewater) Grant Application and SAW Grant Agreement Resolution with a total funding request of \$2,444,444.

This new grant program is being offered through the State of Michigan Department of Environmental Quality (DEQ) and the Michigan Finance Authority (MFA). Its purpose is to provide grant funding, with some local match, to enable communities to develop asset management plans and stormwater management plans, along with the design of wastewater or stormwater infrastructure.

In Delhi Township we have been actively engaged in the design of wastewater and stormwater projects, however, we need to accelerate the development of an asset management plan for our wastewater collection and treatment system as it will become a requirement in our new NPDES permit. Approximately 80% of the requested funding will be used to fully develop this asset management plan over the next three years. An asset management plan provides us with the dollar value of all the components within our wastewater collection/treatment system, their useful life, and subsequently a replacement schedule from which we can develop a capital improvement plan that will sustain the operability of the whole system in the future.

Over half of our local match (\$228,000) will come from a force account, expenses already incurred by the Township or that will be incurred by our staff/contractors. The remaining \$216,000 will be spent over the next three years for consulting services (\$189,000 from the Sewer Fund and \$27,000 from the General Fund).

This grant will significantly supplement our funding sources on activities we have been and need to continue to be engaged in. Therefore, I recommend approval of the application and resolution.

Recommended Motion:

To approve the submittal of a SAW Grant Application and adopt Resolution No. 2013-028 which designates the Township Manager as the Authorized Representative and authorizes the execution of the SAW Grant Agreement.

INTEROFFICE MEMORANDUM

TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: STORMWATER, ASSET MANAGEMENT, AND WASTEWATER (SAW) GRANT
DATE: NOVEMBER 13, 2013
COPY TO: FILE

The Michigan Department of Environmental Quality (MDEQ) is administering a new grant and loan program called "Stormwater, Asset Management, and Wastewater (SAW)". The grant provides for costs associated with planning and design of sewage collection and treatment projects; development of asset management plans; development of stormwater plans; and pilot testing of innovative projects. Grants are available for up to \$2 million per municipality with a 10% local match on the first million and 25% on the second million.

Applications are being accepted by the MDEQ beginning December 2, 2013 on a first come, first serve process. Therefore, it is critical that the application is complete, approved, and ready for submission on or before December 2. To complete the application the Board must pass, exactly as it is written, a resolution that was drafted by the State Attorney General's office. In addition, you need to be authorized to make any final changes necessary.

The Township's grant application will include but not be limited to design engineering for the replacement of pond buildings and primary clarifier drives at the Publicly Owned Treatment Works (POTW), Pine Tree Road pump station pump addition, and Eifert Road force main replacement. It also includes the cost of inspection of all forcemains within the collection system, the inspection of the interior of the trickling filter at the POTW, the development of a Stormwater Management Plan for the Township, and the development of an Asset Management Plan for the entire system (collection system and POTW). The Asset Management Plan will be a requirement in the next National Pollutant Discharge Elimination System (NPDES) Permit issued to the Township (expected at any time). The Township's grant application will request the maximum grant availability of \$2 million dollars with a Township match of \$444,000.

I respectfully request you recommend the Board adopt the required resolution drafted by the State Attorney General's office authorizing the SAW Grant Agreement, designate you as the authorized representative, and allow you to make any necessary final changes to make the application administratively complete upon submittal.

Resolution No. 2013-028

Charter Township _____ of Delhi
County of Ingham _____

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Board _____ of the Charter Township _____ of Delhi
County of Ingham _____, State of Michigan, (the "Municipality") held on
November, 19, 2013 _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL
324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan
Department of Environmental Quality (the "DEQ") shall establish a strategic water quality
initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to
municipalities for sewage collection and treatment systems or storm water or nonpoint source
pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other
applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient
shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality
to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (***select one or more***)
 establish an asset management plan, establish a stormwater management plan, establish
a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue
innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged
community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate
principal amount not to exceed \$2,444,444 _____ ("Grant") be requested from the MFA and
the DEQ to pay for the above-mentioned undertaking(s); and

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY
OTHER FORMAT.

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Township Manager (title of the designee's position), a position currently held by John Elsinga (name of the designee), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board _____ of the Charter Township _____ of Delhi _____, County of Ingham _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
Charter Township of Delhi _____ County of Ingham



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell

Senior Associates
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford

Associates
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
William R. Davis
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

November 13, 2013

Delhi Charter Township
2074 Aurelius Road
Holt, Michigan 48842

Attn: Mr. John Elsinga, Township Manager

Re: SAW Scoping and Grant Application
Delhi Charter Township

HRC Job No. 20130638

Dear Mr. Elsinga:

Please find the draft Stormwater, Asset Management, and Wastewater (SAW) grant application for your review and Township Board consideration at the November meeting. We have summarized the financial request and included a copy of the application with the necessary resolution and sample grant agreement. The Board must pass the resolution as is. Please note there is also an extensive scoping support document that needs to be submitted. A rough draft has been provided to staff for initial review but is subject to change based on the Board's final authorization and thus will be completed and submitted with the remainder of the application. Finally, there are numerous supporting documents that have not been included herein but will be finalized prior to submittal.

Background

The Michigan Department of Environmental Quality (MDEQ) is administering a new grant and loan program called "Stormwater, Asset Management, and Wastewater (SAW)". The SAW Program provides grants for costs associated with the following: planning and design of sewage collection and treatment projects; development of asset management plans for sanitary and stormwater collection and treatment systems; development of stormwater plans; and pilot testing of innovative projects. It also provides state-funded low interest loans to construct projects identified in approved asset management plans. Grants are available for up to a \$2M per municipality with a 10% local match on the first \$1M, and 25% on the second \$1M. Grants are for planning and design only. Any construction would be funded through a SAW loan or another funding source. The funding source is derived from the 2002 Great Lake Water Quality Bond and designates \$450M for grants and loans with \$97M set aside for Fiscal Year 2014. Funds may be used for payment of consultants or contractors, or to pay for Township personnel and expenses directly related to the work as included in the application.

Applications are being accepted by the MDEQ beginning December 2, 2013 on a first-come, first-served process of evaluating applications. Due to anticipated popularity of this Program, it is critical to ensure the application is complete, approved, and ready for submission on or before December 2.

Z:\burton\General\SAW\Delhi\00 DT cover letter.docx

2101 Aurelius Road, Suite 2A
Holt, Michigan 48842
Telephone 517 694 7760
www.hrc-engr.com

Engineering. Environment. Excellence.



Development of an Asset Management Plan for the Township's Sewage Collection and Treatment System includes inventorying and assessing the condition of the assets, assessing risk and criticality for each asset, and determining future investment needs and prioritization, as well as to review current operation and maintenance methods and funding sources. As a requirement of the grant, an evaluation of future revenue requirements for major maintenance and capital improvement reserves will be completed based on the level of service identified by the Township. If a funding gap is identified on the sanitary sewer system as part of this process, it will need to be addressed within a 5 year period, as a requirement of the grant with 10% of the funding gap resolved by the end of the grant period (3 years). The attached Certificate of Completeness outline what the Township will be required to do at the end of the grant period.

Based on current known system needs, the Township will also be requested funding for the design of improvements already slated for construction. These projects have been budgeted or identified in the Township's short term project planning. This grant will provide funding for the design of the projects similar to the S2 program the Township has been successful at receiving in the past. Similar to the S2 program, any project receiving design funding will need to be constructed within 3 years.

Finally, a review of storm water needs across the Township identified an opportunity to use SAW funds to assist with on-going Township projects and help offset the funding typically spent by the Township on stormwater planning, evaluation, and public education. Therefore, a SAW Stormwater Management Plan is also being applied for.

Recommended Grant Amount

The total costs included in the SAW Grant application are \$2,444,444 as outlined in the attached scoping summary. \$2,000,000 of this will be grant funded with the \$444,444 match coming from your Sewer Fund and/or General Fund over the next three years.

Please note that the Township will likely be able to reduce this amount if a grant is offered prior to entering into a grant agreement with MDEQ this spring and is not obligated to use all the funding provided the base grant requirements are completed as required. However, the Township will not be able to increase funding later. Therefore, we have been conservative but reasonable in our estimated costs.

We have included approximately \$228,185 in force account work i.e. staff wages and fringes and incurred costs within the grant request. Therefore, should staff have the availability; this portion of your match may be in-kind services in addition to work already completed.

Benefits to the Township

The Township has completed numerous asset management related projects including televising, cleaning, inspection, and rehabilitation. However, there are still problems on the system and the system continues to deteriorate with age. To take advantage of this grant opportunity, we have developed a three (3) year program. This grant provides the opportunity to fund a significant portion of the Township's previously planned investigation, engineering, and compliance activities.

Like most municipalities, the Township has struggled to find funding for stormwater related expenses. Except in a few rare circumstances, stormwater is a General Fund obligation. This grant provides the



opportunity to perform mapping, investigation, condition assessment, and other asset management activities with only a 10% match from the General Fund.

Recommended Approvals

Included with the draft application is the required resolution that must be passed by the Township Board and submitted with the grant application by no later than December 2, 2013 to the MDEQ. The resolution was drafted by the State Attorney General's office and this resolution must be accepted exactly as written, with no changes to the language or format. Any alterations to this exact document are subject to review by the Attorney General's office, and may result in your application being deemed administratively incomplete if said alterations are not acceptable, which could limit or delay the ability to receive funding. The Board should also pay special attention to the agreement that is included in the Application packet. Should the Township be successful in securing grant funding, this will need to be executed.

Finally, MDEQ could continue to change the application or guidance. To ensure a complete application submittal by December 2, we are recommending the Board authorize the Township Manager to make any final changes necessary and execute the application.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,
HUBBELL, ROTH & CLARK, INC.

A handwritten signature in cursive script that reads "James F. Burton".

James F. Burton, P.E.
Associate

pc: Delhi Charter Township; Township Board, Ms. Sandra Diorka
HRC; G. Hubbell, K. Stickel, T. Grant, File

Community:	Delhi Charter Township	
Appendix A - Wastewater Planning and Design Activities	\$	232,444
Appendix B - Planning and/or Design of Stormwater and/or NPS of Water Pollution	\$	-
Appendix C - Asset Management Plan for Wastewater	\$	1,937,000
Appendix D - Stormwater Management Plan	\$	275,000
Appendix E - SAW Innovative Wastewater and Stormwater Technology	\$	-
GRAND TOTAL SAW GRANT APPLICATION	\$	2,444,444
Limits of 10% Match	\$	1,111,111
Grant	\$	1,000,000
Match	\$	111,111
Balance	\$	1,333,333
Grant	\$	1,000,000
Match 25%	\$	333,333
Total Grant Amount	\$	2,000,000
TOTAL DELHI TOWNSHIP MATCH	\$	444,444
DELHI PERCENT OF PROJECT		18%
Force Account - Local Match	\$	131,960.90
Incurred Expenses Included Above - Local Match	\$	96,223.45
Total Match Provided	\$	228,184.35
Estimated Remaining Match	\$	216,259.90

Community:
Wastewater Planning and Design Activities for:

Delhi Charter Township
Sanitary Sewer Collection and Treatment Systems

Incurring Expenses - Local Match	Total Expense	Notes
POTW		
Lagoon Sediment Testing	\$500	SME
Lagoon Sediment Analysis	\$640	ALS
Lagoon Sludge Excavation	\$6,711	Barnhart
Lagoon Sludge Hauling and Disposal	\$28,080	Gawne
Collection System		
Liftstation Pumping, Hauling and Disposal	\$8,785	Gawne
Eifert Road Forcemain Repair	\$4,406	Barnhart
Eifert Road Forcemain Repair	\$46,572	Barnhart
Eifert Road Forcemain Repair - Manhole adjustment	\$530	Barnhart
SUB-TOTAL INCURRED EXPENSE - LOCAL MATCH	\$96,223	

Wastewater Planning and Design Activities - Appendix A	Estimated Total Cost ¹	Notes
WWTP Planning and Design		
Pond Building Replacement	\$20,000	
Primary Clarifier Drive Replacement	\$20,000	
Collection System Planning and Design		
Pine Tree Road Pump Station Pump Replacement	\$15,000	
Eifert Road Force Main Replacement	\$177,444	Includes Investigation
SUB-TOTAL APPENDIX A WASTEWATER	\$232,444	

Community:
Asset Management Plan for:

Delhi Charter Township
Sanitary Sewer Collection and Treatment Systems

Asset Management Plan Activity - Appendix C	Estimated Total Cost ¹	Included in Item E Table Heading	Estimated Community Force Account Work												Total Hours	Total Costs	Consultant Costs	Consultant Hours		
			Director	Chief Plant Operator	Facilities Supervisor	Maintenance Supervisor	Const./Tech. Coordinator	Operator III	Environmental Coordinator	Administrative Secretary	M/III	Operator II	Secretary	Vector Truck					TV Truck	
Asset Management Project Management			\$17.86	\$39.46	\$39.46	\$36.65	\$33.44	\$32.31	\$30.55	\$29.55	\$29.55	\$29.55	\$20.39	\$100.00	\$100.00			\$100		
Application Preparation	\$6,240	Other														0	\$0	\$6,240	62	
Project organization, personnel, meetings	\$20,760	Other	40	10	10	10	10									80	\$3,405	\$17,355	174	
Level of Service and Key Performance Goals	\$10,000	Level of Service	5	5	5	5	5			5	5					35	\$1,285	\$8,715	87	
Public Education	\$25,000	Other	10						10	10			10			40	\$1,283	\$23,717	237	
Asset Management Software, Hardware & Training																				
GIS/Asset Management Software	\$25,000	Asset Management Software														0	\$0	\$25,000	250	
GIS/Asset Management Training	\$15,000	Asset Management Training				20	20									40	\$1,402	\$13,598	136	
GIS/Asset Management Hardware	\$25,000	Asset Management Hardware														0	\$0	\$25,000	250	
Asset Inventory and Data Collection																				
Digitize existing records																				
Determine inventory needs/scope																				
Perform field inventory of facility assets within jurisdiction as required to determine/verify asset data	\$125,000	Inventory	40	40	40	40	40	40	10	10	40					300	\$10,950	\$114,050	1,140	
Input assets into AMP software																				
Add sanitary sewer leads and invert information																				
Add additional sewer information as available																				
Condition Assessment																				
Metering and Modeling	\$150,000	Metering/Modeling	10					20				20	20			70	\$2,329	\$147,671	1,477	
Cleaning and televising of separated sewers and raking with PACP system*	\$50,000	Cleaning & Televising												250	250	500	\$50,000	\$0	0	
PACP and MACP training for staff	\$10,000	PACP/MACP Training						40	40							80	\$2,630	\$7,370	74	
Manhole Inspections	\$25,000	Condition Assessment (excluding televising)						40	40		40					80	\$2,474	\$22,526	225	
Plant, Pump Station and Foreman Inspections	\$1,100,000	Level of Service	40	120	40	40	80	80								400	\$14,954	\$1,085,046	10,850	
Probability of Failure Analysis	\$75,000		20	20	20	20										80	\$9,269	\$71,731	717	
Level of Service and Key Performance Achievements	\$25,000		10													10	\$479	\$24,521	245	
Asset Criticality and Risk																				
Assessment of Criticality & Risk	\$125,000	Other	40	20	20	20	20									120	\$4,895	\$120,105	1,201	
Capital planning and operation optimization	\$75,000		10													10	\$479	\$74,521	745	
Rate Structure																				
Life cycle costing																				
Funding review	\$50,000	Rate Structure	10													10	\$479	\$49,521	495	
Financial review and analysis																				
SUB-TOTAL APPENDIX C WASTEWATER	\$1,927,000																			
		Total Hours	235	215	135	155	235	200	25	25	100	20	10	250	250	1855	\$	100,312	\$ 1,836,688	18367
		Total Costs	\$ 11,247	\$ 8,485	\$ 5,328	\$ 5,680	\$ 7,857	\$ 6,462	\$ 764	\$ 759	\$ 2,955	\$ 591	\$ 204	\$ 25,000	\$ 25,000					

SAW Stormwater Management Plan - Appendix D		Delhi Charter Township		Estimated Community Force Account Work							Vendor/Contractor Costs		Consultant Services								
Tasks	Description	Estimated Costs	Delhi Charter Township							Total Hours	Total Costs	Vendor/Contractor Costs	Consultant Costs	Consultant Hours							
			Director	Facilities Supervisor	Const./Tech. Coordinator	Operator III	Environmental Coordinator	Administrative Secretary	MMII												
1	Description and Map of Jurisdictional Boundary		\$ 47,86	\$ 39,46	\$ 33,44	\$ 32,31	\$ 30,55	\$ 29,55	\$ 29,55				\$100								
	Preparation of Application	\$3,000								0	\$0	\$0	\$3,000	30							
	Project Administration	\$17,000	40		20		20	40		120	\$4,376	\$0	\$12,624	126							
	Map of All Township Watersheds, Subwatersheds, and Drainage Districts	\$15,000			20					20	\$669	\$0	\$14,331	143							
	Create/modify storm sewer geodatabases for Township Owned Storm Sewers	\$10,000			20					20	\$669	\$0	\$9,331	93							
	GIS and Lidar processing	\$5,000			20					20	\$669	\$0	\$4,331	43							
2	Description of Major Components of Stormwater System and/or Drainage District																				
	Create data model	\$10,000			20					20	\$669	\$0	\$9,331	93							
	Location and route of drains into geodatabase. Importing/converting CAD files.	\$10,000			20					20	\$669	\$0	\$9,331	93							
	Drainage attributes	\$10,000			20					20	\$669	\$0	\$9,331	93							
	Create Stormwater flow model	\$35,000	20		80					100	\$3,632	\$4,500	\$26,868	269							
	Coordination with GIS drainage district boundary corrections	\$10,000			20		20			40	\$1,280	\$0	\$8,720	87							
3	Description of Publicly Owned BMPs and Private BMPs that significantly affect System																				
	Field Investigation	\$10,000			40					40	\$2,474	\$0	\$7,526	75							
	Searching existing resources (watershed groups, etc.) for data	\$10,000								0	\$0	\$0	\$10,000	100							
4	Description of all stormwater and known stormwater related water quality problems within planning area																				
	Condition assessment of drainage districts	\$10,000			40					40	\$2,474	\$0	\$7,526	75							
	Review complaint and maintenance records	\$5,000					20			20	\$611	\$0	\$4,389	44							
	Review WMP, TMDL	\$5,000					20			20	\$611	\$0	\$4,389	44							
	Water Quality Monitoring	\$10,000			40		20			60	\$1,904	\$2,000	\$6,096	61							
5	Recommendations and analysis of projects to correct stormwater problems																				
	Identify capital projects	\$10,000	10				20			30	\$1,090	\$0	\$8,910	89							
	Develop unit prices for standard items of work	\$5,000								0	\$0	\$0	\$5,000	50							
	Develop cost estimates	\$5,000								0	\$0	\$0	\$5,000	50							
	General plans and pilot projects	\$15,000	10				20			30	\$1,090	\$0	\$13,910	139							
6	Timeline for Implementation of the Plan																				
	Timeline	\$5,000					5			5	\$153	\$0	\$4,847	48							
7	General Maintenance Plan																				
	Maintenance & Management Plan & Report	\$10,000	10	10			5			25	\$1,026	\$0	\$8,974	90							
8	A General Description of Land Use Percentages																				
	Develop GIS maps from existing sources	\$5,000			10					10	\$334	\$0	\$4,666	47							
9	Public Education and Involvement																				
	Development of materials	\$25,000	20				40		10	70	\$2,475	\$2,500	\$20,025	200							
	Develop guidance for permit reviews, Road Commission, municipal drainage	\$5,000			10		10			20	\$640	\$0	\$4,360	44							
	Developing standards for converting construction CAD drawings to GIS	\$5,000			10		10			20	\$640	\$0	\$4,360	44							
	Meetings and conference calls	\$10,000	20		20		20		20	80	\$2,828	\$0	\$7,172	72							
TOTAL APPLICATION REQUEST		\$275,000																			
1) Total costs include estimated billable time for applicant staff and consultants, course fees for training, software and hardware purchase costs, and contractor costs. Applicant staff time includes administration of consultants and contractors for eligible grant-related work. Estimated hours are included for reference only.																					
			\$ 130	\$ 6,222	\$ 10	\$ 395	\$ 290	\$ 9,696	\$ 120	\$ 3,877	\$ 230	\$ 7,027	\$ 70	\$ 2,068	\$ 80	\$ 2,364	930	\$ 31,649	9,000	\$ 234,351	2344

SAW GRANT APPLICATION

Rick Snyder, Governor

Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director

<http://www.michigan.gov/deq>

Michigan Department of Treasury Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer

<http://www.michigan.gov/treasury>

Administered by:

Department of Environmental Quality
Office of Drinking Water and Municipal Assistance
Revolving Loan Section
Sonya T. Butler, Chief

Department of Treasury
Michigan Finance Authority
Joseph Fielek, Executive Director

Mailing Addresses:

PO Box 30241
Lansing, Michigan 48909
517-284-5433

PO Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
4th Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

**Completion of this application is mandatory for the applicant
to be considered for SAW Grant Program assistance.**

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act,
1994 PA 451, as amended.

October 21, 2013

SAW Grant Application Instructions

Project information: This portion of the grant application needs to be completed and returned with one or more of the grant activities noted in the appendices below.

Authorizing Resolution: The resolution must be signed and dated. Submit the resolution with the project information noted above.

Sample Grant Agreement: A sample of the grant agreement must accompany the resolution.

Appendices: Provide complete information as noted in the Appendix that corresponds to the proposed project. Each Appendix contains guidance on eligibility and general information related to the grant activity.

- Appendix A: Wastewater Planning, Design and User Charge Activities
- Appendix B: Planning and/or Design of Stormwater and/or Nonpoint Source of Water Pollution
- Appendix C: Asset Management Plan for Stormwater and Wastewater
- Appendix D: Stormwater Management Plan
- Appendix E: SAW Innovative Wastewater and Stormwater Technology
- Appendix F: Disadvantaged Community Status Determination Worksheet

Appendix C and Appendix E will require a separate certification within 3 years of the grant award confirming that grant activities have been completed. The certification forms can be found at: www.michigan.gov/cleanwaterrevolvingfund (select Forms and Guidance).

A hard copy of the grant application must be submitted to the DEQ. Grant applications may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based on the date an application is administratively complete, until available SAW funding had been exhausted.

PROJECT INFORMATION

Project Name and County Delhi Township Sanitary Sewer AMP and Project # Ingham County

A. Legal Name of Applicant Delhi Charter Township

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.

If applicant is not a City/County/Township/Village, provide Authorizing Statute to qualify as a municipality. _____

B. Mailing Address of Applicant

Street, P.O. Box 2074 Aurelius Road

City, State & Zip Holt MI 48842

County(s) project is located in Ingham

(517) 694-2137
(Area Code and Telephone Number)

C. Designated Contacts for this Project

1. Authorized Representative (Name below must match the person named in the resolution)

Name John Elsinga

Title Township Manager

Street, P.O. Box 2074 Aurelius Road

City, State & Zip Holt MI 48842

(517) 694-2137 John.Elsinga@delhitownship.com
(Area Code and Telephone Number) (E-mail Address)

2. Applicant's Financial Advisor

Name Tom Traciak

Firm H.J. Umbaugh and Associates, LLP

Street, P.O. Box 2150 Association Drive, Suite 100

City, State & Zip Okemos MI 48864

(517) 321-0110 traciak@umbaugh.com
(Area Code and Telephone Number) (E-mail Address)

3. Applicant's Consulting Engineer (if applicable)

Name James Burton

Firm Hubbell, Roth & Clark, Inc.

Street, P.O. Box 555 Hulet Drive, P.O. Box 824

City, State & Zip Bloomfield Hills MI 48303

(248) 454-6363 jburton@hrc-engr.com
(Area Code and Telephone Number) (E-mail Address)

4. Primary Contact (if different than authorized representative)

Name _____ Title _____

(Area Code and Telephone Number)

(E-mail Address)

D. Disclosure of Conditions Requiring Repayment of Grant

The intent of the SAW Grant Program is to accelerate the statewide use of asset management planning practices as well as improve water quality. It is expected that SAW grant wastewater or stormwater recipients will implement the necessary construction for which grant funding was provided for any planning, design, and/or user charge grants. SAW grant recipients for wastewater system asset management plans are required to make significant progress (as defined in Appendix C) on the funding structure. Stormwater Asset Management Plan (AMP) recipients are required to implement the plan (as defined in Appendix C). Stormwater management grant recipients must develop a stormwater management plan. An innovative technology grant recipient must proceed with the project if testing and demonstration show that the water quality issue may be successfully and feasibly addressed with full scale implementation. Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

E. Project Need and Proposed Scope of Work

In order to improve water quality, the applicant can seek SAW Grant Program assistance to cover the costs of: 1) planning, design, and/or user charge of a wastewater or stormwater system; 2) asset management for a wastewater and/or stormwater system; 3) a stormwater management plan; and 4) innovative wastewater and stormwater technologies. Details for establishing project need for each of these categories can be found in the appendices.

Describe the specific activities you will fund with SAW grant assistance. Describe the system deficiencies and/or water quality problems you want to evaluate/address: **(Attach additional pages as necessary.)**

See attached.

F. Ownership of System Facilities or Assets

Is the legal entity that owns the system facilities or assets described in the proposed scope of work the same as the legal name of the applicant (see Item A)? YES NO

If NO, has the applicant obtained the necessary legal documentation delegating the applicant as an agent of the owner who has the authority for implementing the activities associated with the proposed scope of work at the direction of the owner? (Certification of this legal relationship must be provided prior to the applicant receiving SAW grant assistance. The applicant must have the authority to establish a rate structure necessary to demonstrate significant progress with implementing a wastewater asset management plan if applicable. Note that a rate structure is not required for a stormwater asset management grant.) YES NO

G. Funding Source for Associated Construction (if applicable)

If the proposed scope of work for SAW grant assistance will result in subsequent construction, then identify the anticipated funding source(s) for the construction.

SAW SRF SWQIF Rural Development Other (explain) Sewer Fund

The applicant intends to seek SAW, SRF, and/or SWQIF loan(s) to construct the proposed project in fiscal year _____ (an October 1st to September 30th fiscal year).

If construction financing is anticipated to come from a source other than SAW, SRF and/or SWQIF, identify the proposed construction year(s): 2014-2015.

H. SAW Grant Agreement Period

Start date of grant-funded tasks: January 2013 (month/year). May include services rendered on or after January 2, 2013, the effective date of the SAW program legislation.

Estimated date for completion of all grant-funded tasks: April 2017 (month/year). Must be completed within 3 years of executed grant.

I. Does this project have an associated SRF/SWQIF loan or S2 grant(s)? If so, indicate the project number(s) below:

S2 Grant Project # _____ **SRF Loan Project #** _____ **SWQIF Loan Project #** _____

J. Is the applicant in receivership? YES NO

Is the applicant operating under an emergency manager or an emergency financial manager appointed under state law? YES NO

Is the applicant operating under a consent agreement as provided under the local government fiscal responsibility act, 1990 PA 72, MCL 141.1201 to 141.1291?

YES NO

If a disadvantaged community status determination is being requested, then complete and submit the worksheet in Appendix F. Communities considered disadvantaged by the DEQ can be awarded up to \$500,000 in grant funds to construct projects identified in an asset management plan.

K. Project Cost Worksheet

Read the instructions below before completing the Project Cost Worksheet.

Grant Budget Item	Incurred Project Costs A	Estimated Project Costs B	Cost Supporting Documents Attached?	Total Project Costs A+B
1. Project Planning Costs			<input type="checkbox"/> YES	
2. Design Engineering Costs			<input type="checkbox"/> YES	
3. User Charge System Development Costs			<input type="checkbox"/> YES	
4. Wastewater Asset Management Plan Costs			<input type="checkbox"/> YES	
5. Stormwater Asset Management Plan Costs			<input type="checkbox"/> YES	
6. Stormwater Management Plan Costs			<input type="checkbox"/> YES	
7. Innovative Wastewater and Stormwater Technology Costs			<input type="checkbox"/> YES	
8. Disadvantaged Community Construction Cost			<input type="checkbox"/> YES	
9. Cost Subtotal				
10. LESS Local Match				
11. Requested SAW Grant Amount (Line 9 minus Line 10)				

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. **Use whole dollar amounts for all entries.** A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet: Validate by checking the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means executed contract; an invoice; proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer, timesheet/payroll records showing hours worked and work performed).
- For estimated costs, adequate supporting documentation means an engineer's estimate; a letter, or email from a vendor detailing the services to be rendered and their costs; or a ledger of anticipated billable force account hours, employee rates, and classifications.

3. Executed Contracts (required for reimbursement, not required for grant application)

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than \$50,000. An executed

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copy of each contract, with a clear identification of the scope of the service(s) and a contract period, must be submitted prior to reimbursements of costs.

4. Line-By-Line Completion Guidance

In addition to the costs described below, costs eligible for SAW grant assistance include: those incurred for services rendered on or after January 2, 2013; for services to prepare this grant application; and for activities performed by the applicant's employees that are directly related to the project. These incurred costs or cost estimates should be placed under the applicable budget lines.

Line 1 – Project Planning Costs

The costs associated with project planning activities and preparation of required planning documents. Refer to Appendix A or B.

Line 2 – Design Engineering Costs

The costs associated with engineering design and preparation of design required documents. Bidding phase services, including construction staking, are not eligible for SAW grant assistance. Refer to Appendix A or B.

Line 3 – User Charge System Development Costs

The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance as part of a planning or design grant. The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements necessary for construction of the proposed project are also eligible for reimbursement. Refer to Appendix A or B.

Line 4 – Wastewater Asset Management Plan Costs

The costs associated with developing a wastewater asset management plan. Only those components addressing wastewater assets are eligible (e.g., costs associated with conducting an asset inventory of other utilities cannot be included). Refer to Appendix C.

Line 5 – Stormwater Asset Management Plan Costs

The costs associated with the development of a stormwater asset management plan. SAW grant assistance is available for the development of an asset management plan for both open and enclosed storm sewer systems. Open drainage systems that are deemed surface waters of the state are not eligible for assistance to develop a stormwater asset management plan. Refer to Appendix C.

Line 6 – Stormwater Management Plan Costs

The costs associated with the development of a stormwater management plan. SAW grant assistance is available for the development of plans intended to address water quality problems from MS4 permitted stormwater systems and unpermitted stormwater runoff and nonpoint sources of pollution. Refer to the Stormwater Management Plan guidance and Appendix D for information on eligible plans and planning activities.

Line 7 – Innovative Wastewater and Stormwater Technology Costs

The costs associated with testing and demonstrating the practical use of technology to address a water quality issue. The cost of the technology is not eligible for SAW grant assistance. Refer to Appendix E.

Line 8 – Disadvantaged Community Construction Cost

The construction costs associated with a project identified in an asset management plan. The costs cannot exceed \$500,000. This is only available to communities identified as “disadvantaged.” See Appendix F.

Line 10 – Required Local Match

SAW grant assistance is limited to \$2 million per community with a 10-percent local match for the first million and a 25-percent local match for the second million. Applicants who responded “Yes” to any of the questions under Section J of this application or whose community status is determined as disadvantaged by the DEQ are not required to provide a local match.

L. Covenants and Certifications

The applicant must abide by all of the covenants and certifications enumerated below:

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.
3. The applicant agrees to provide the local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.
4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.
7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; and all applicable state laws, executive orders, regulations, policies, and procedures.
9. The applicant acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

I certify that I am the authorized representative designated by the municipality, as defined by Section 324.5301(i) of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that Delhi Charter Township (legal name of applicant) agrees to and will abide by the covenants and certifications stipulated above.

John Elsinga Township Manager
Name and Title of Authorized Representative (Please Print or Type)

Signature of Authorized Representative (Original Signature Required) Date

Required Documents

The following documents must be submitted with this application. This grant application will be deemed incomplete if the required documents are not attached.

- (1) Authorizing Resolution. An adopted and certified copy of the attached standard resolution, including the SAW Grant Agreement boilerplate marked **SAMPLE**, must be attached.
- (2) Application Information. The proposed scope of work must be supported by the additional information required under Section E on page 3.
- (3) Cost Support Documentation. All requested costs must be supported with documentation consistent with the instructions on pages 5-7.
- (4) All of the required information listed in each of the applicable appendices must be provided.

Please return the application and the specified attachments to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
P.O. BOX 30241
LANSING MI 48909-7741

SURFACE DELIVERY ADDRESS
CONSTITUTION HALL, 4TH FLOOR SOUTH
525 W ALLEGANS ST
LANSING MI 48933

Grant Application Received By:	Can Expect A Grant Award In:*
July 1	October
October 1	January
January 1	April
April 1	July

*A hard copy of the grant application must be submitted to the DEQ. Grant application may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based upon the date an application is administratively complete, until available SAW funding has been exhausted.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

**Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Charter Township _____ of Delhi _____
County of Ingham _____

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Board of the Charter Township of Delhi
County of Ingham, State of Michigan, (the "Municipality") held on
November, 19, 2013.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (*select one or more*)
 establish an asset management plan, establish a stormwater management plan, establish a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$2,444,444 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Township Manager _____ (*title of the designee's position*), a position currently held by John Elsinga _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board _____ of the Charter Township _____ of Delhi _____, County of Ingham _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
Charter Township of Delhi _____ County of Ingham



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

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

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

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

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

GRANTEE

Signature of Grantee Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer Date

I. PROJECT SCOPE

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

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

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

III. CHANGES

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

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

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

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

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

VII. NON-DISCRIMINATION

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

VIII. UNFAIR LABOR PRACTICES

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

IX. LIABILITY

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

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

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

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

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

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

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

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

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

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

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

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

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

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

(3) Convicted under state or federal antitrust statutes;

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

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

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

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

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

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

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

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

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

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

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

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

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

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

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

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

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

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

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

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(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions

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

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

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

XIX. USE OF MATERIAL

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

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XX. SUBCONTRACTS

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

XXI. ANTI-LOBBYING

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

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Project No. _____

SAW Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____ ; _____

Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

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APPENDIX A
Wastewater Planning and Design Activities

Note: User Charge Development Costs can be included in either a planning or design grant.

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance with the guidance below.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance below. If seeking a SAW loan, the project proposal should reference an asset management plan.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable Project Plan.

PLEASE SEE ATTACHED

Project Proposal

Below are the minimum requirements for a project proposal.

1. Study Area Identification and Description

- a. Cover the geographic area served by or affected by the proposed project. For example, for a nonpoint source (NPS) project that is replacing an asphalt mall parking lot with porous pavers, the study area should encompass, at least, the parking lot, mall, and properties that abut the parking lot.
- b. Population Data – include if relevant (e.g., needed when discussing asset management associated with future needs that would be based on population projections).
- c. Environmental Setting – include description of environmental features relevant to project’s geographical area and project construction activities. Include a map.
 - If present, identify wetlands, floodplains, natural/wild scenic rivers surface waters, parks, agriculture land, and endangered/threatened species. A Michigan Natural Features Inventory review should be conducted unless the applicant can show that construction is limited to a developed area.
- d. Do NOT include land use and economic characteristics, unless relevant to the project.

2. Existing Facilities

Should be described to the extent that existing facilities are included in the project or will be affected by the project.

3. Project Need

Describe in detail the need for the project, as well as any relevant permit compliance issues and water quality problems. Facility or project needs should be evaluated for a time period equal to the service life of the proposed project (i.e., the proposal should evaluate needs for a timeframe long enough so that the proposed project doesn’t become ineffective after only a few years or before the loan has been paid).

4. Description of Project Options Considered

Provide a description of the options considered to address the proposed project including a brief description of the costs and potential environmental impacts.

5. Proposed Project

Provide a detailed description of the proposed project including cost estimates and a construction schedule, as well as maps and/or diagrams.

6. Evaluation of Environmental Impacts

Discuss impacts from project construction and operation. Include a description of measures to mitigate impacts and the beneficial impacts.

GUIDANCE FOR APPENDIX A

Grant Eligible

Planning

- Costs associated with the development of a SAW loan project proposal, SRF/SWQIF project plan, or other similar planning documents.
- Equipment and services for the purchase, installation, and operation of flow meters necessary for an infiltration and inflow (I/I) analysis.
- Costs to prepare an eligible SAW grant application, including force account work.
- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.

Design

- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.
- Costs of preparing a basis of design, value engineering services, and preparation of plans and specifications. Any design-related service required to obtain the construction permit. This includes easement-related services for property surveys and easement descriptions.

User Charge System Development Costs

- The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance.
- The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project.

Grant Ineligible

Planning and Design

- Purchase price and associated costs to acquire land/easements such as appraisals, title searches, easement agreement preparation, legal notices, and closing costs.
- Bidding phase services, including construction staking.

APPENDIX B
Planning and/or Design of Stormwater
and/or Nonpoint Source of Water Pollution

Required Information

SAW grant assistance for stormwater and/or NPS projects must address a water quality problem. If the project is identified in one of the following documents, please submit the document with the application unless it has already been submitted to the DEQ for review and approval. (If the document has been submitted to the DEQ for review, please provide the name of the DEQ staff member in receipt of the document.)

- An approved 319/CMI NPS watershed plan
- A Municipal Separate Storm Sewer System (MS4) permit (if the proposed project is required under the permit, then attach an explanation to this application)
- An approved Total Maximum Daily Load (attach an explanation to this application)
- A SAW stormwater management plan

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance to the guidance in Appendix A.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance in Appendix A.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable project plan.

GUIDANCE FOR APPENDIX B

Grant Eligible

Planning

- Costs associated with the development of a SAW loan project proposal, SRF/SWQIF project plan, or other similar planning documents.
- Equipment and services for the purchase, installation, and operation of flow meters for a hydrological study of a storm sewer system or a watershed.
- Costs to prepare an eligible SAW grant application, including force account work.
- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.

Design

- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.
- Costs of preparing a basis of design, design and preparation for construction permit(s), value engineering services, and preparation of plans and specifications. This includes easement-related services for property surveys and easement descriptions.

User Charge System Development Costs

- The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance.
- The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project.

Grant Ineligible

Planning and Design

- Post-construction monitoring of stormwater best management practices (BMP) performance to determine effectiveness.
- Purchase price and associated costs to acquire land/easements such as appraisals, title searches, easement agreement preparation, legal notices, and closing costs.
- Bidding phase services, including construction staking.

APPENDIX C
Asset Management Plan for Stormwater and Wastewater

A. Proposed Scope of Work

Applicants can seek AMP grant assistance to cover the costs of the asset management plan development and implementation for wastewater and stormwater systems. This includes a complete inventory of all existing system assets. If the condition of the asset is not known, a reasonable assumption is acceptable. Cleaning and televising of the entire system is not expected.

If the wastewater AMP identifies a gap in the current revenue needs to meet expenses, then significant progress must be made toward achieving the funding structure necessary to operate the system. If no gap is identified, the applicant has fulfilled the significant progress requirement. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years and submit a copy of the 5-year plan with the certification.

The stormwater AMP must be implemented within three years of the executed grant. The applicant is required to submit the Stormwater AMP Certification of Project Completeness within three years of the executed grant.

Describe the specific activities you will fund with the AMP grant assistance. Attach additional pages as necessary:

See attached.

B. Describe your current asset management plan as applicable:

See attached.

Provide the percentage of tasks completed and describe each asset management component of your current asset management plan

1. Asset Inventory and Condition Assessment
2. Level of Service
3. Criticality of Assets
4. Operation and Maintenance (O&M) Strategies/Revenue Structure
5. Long-term Funding/Capital Improvement Planning

C. Revenue Structure (for wastewater only)

Attach a copy of the current rates. It is expected that the applicant will submit an updated copy of the rate methodology within 2 ½ years of the executed grant to the DEQ.

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If the applicant currently does not have a rate methodology, the asset management plan must include the development of a funding structure and rate methodology that provides sufficient resources to implement the asset management plan.

Is the applicant part of a regional facility? YES NO

D. Cross-Sectoring

Section 2504 e (2)(i) states that “The municipality shall coordinate, as feasible, with other infrastructure activities in the same geographic area.” Asset management encourages cross-sector utilization (for water utility, roads, gas, phones, etc.); however grant assistance may only be requested for those costs directly related to the requested asset management grant.

If cross-sectoring occurs, describe how SAW costs will be tracked.

See attached.

E. Project Cost Worksheet

Carefully read the guidance below before completing the Project Cost Worksheet.

Item	Incurred Costs	Force Account Costs	Estimated Costs	Supporting Documents	Total
Inventory				Y N	
Condition assessment (excluding televising)				Y N	
Metering/modeling				Y N	
AM/GIS Software*				Y N	
AM/GIS Training*				Y N	
AM/GIS Hardware*				Y N	
Cleaning & Televising Contracted costs Equip. rental costs Labor costs				Y N	
Level of Service Service agreement development Public meeting cost Ordinance cost				Y N	
Training/certification For PACP For MACP				Y N	
Rate Structure Development costs				Y N	
Other				Y N	

*Indicates items included in the cost limitations for software, hardware, and training as described in the Guidance below.

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F. National Pollutant Discharge Elimination System (NPDES) Permits for Municipal Wastewater Systems Only (Not Stormwater)

Do you currently hold a NPDES permit to cover discharges from your wastewater system?

YES NO

If Yes, what is the permit number? _____

If you have a NPDES permit, does it currently contain an asset management requirement?

YES NO

Note: For all NPDES permit holders, the applicant acknowledges that acceptance of a SAW wastewater asset management grant will result in an asset management condition in the next reissued NPDES permit. The asset management plan developed must meet NPDES permit requirements. The NPDES permit language can be found at: www.michigan.gov/cleanwaterrevolvingfund (select Forms and Guidance).

GUIDANCE FOR APPENDIX C

Grant Eligible

- AMP/Geographic Information System (GIS) mapping software/hardware/training. Total limits are as follows:

Service Area Population	Dollar Limit
Less than or equal to 5,000	\$60,000
5,001 to less than or equal to 20,000	\$85,000
20,001 to less than or equal to 50,000	\$110,000
Greater than 50,000	\$160,000

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

- Asset condition assessment (manhole inventory, cleaning and televising)
 - All televising and documentation must be completed in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program/Manhole Assessment Certification Program (PACP/MACP) requirements and by PACP/MACP certified personnel.
 - ***Equipment rental costs for force account work of cleaning and televising equipment owned by the applicant will be reimbursed at rates no greater than those provided in an informal quote on a per foot basis.***
 - A justification is needed to clean and televise sewers installed or relined within the last 20 years. The limit is to encourage communities to focus on sewers installed or relined prior to 1993.
- Force account costs associated with the direct implementation of the AMP/GIS software and hardware. The maximum rate for fringe costs is 40 percent of salary.
- The technical, legal, and financial costs to develop a funding structure and implementation schedule necessary to implement an AMP, or portion thereof. These tasks include those costs associated with the preparation or amendment of sewer use and rate ordinances, stormwater

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management ordinances, policies and design standards, preparation or revision of inter-municipal service agreements, and submittal of the proposed budgets and rate methodologies.

- Any specific tasks named as a condition of an NPDES permit not identified elsewhere in this guidance, such as mapping without GIS, a fixed asset inventory, a business risk evaluation, an annual report of operation, maintenance, and replacement (OM&R)/AMP activities, etc.
- Aerial data collection at the 12-inch resolution when it is purchased from the county or obtained from the state (for GIS purposes only).
- The development of a stormwater funding structure is not required; however, an analysis of costs to maintain the system and to support the asset management program must be included.
- Stormwater utility development costs.
- Level of service may include service agreement development, public meeting costs, and ordinance costs.

Grant Ineligible

- Annual license renewals to an existing GIS system.
- Legal fees to defend the rate structure if challenged.

APPENDIX D Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans. Under the SAW program, a Stormwater Management Plan is broadly defined to include those documents listed in the below checklist. Applicants are encouraged to review the webpages associated with each document to determine which Stormwater Management Plan best fits their planning needs for the treatment of stormwater. Applicants should also review the Stormwater Management Plan guidance document.

For those applicants applying for a SAW grant for the development of a Stormwater Management Plan, indicate below which type of document will be generated using grant funding. Include a description and a map of the planning area, as well as a description of water quality problems that will be addressed with the Stormwater Management Plan.

- Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (see www.mi.gov/deqstormwater). An MS4 Stormwater Management Program addresses the effects of urbanization on the water quality of surface waters of the state. Please choose one of the following:
- Applicant currently has National Pollutant Discharge Elimination System (NPDES) MS4 permit coverage
 - Applicant will be a new NPDES MS4 permittee

Applicants applying for a SAW grant for one of the following Stormwater Management Plans, shall also include as part of the application the percentage of land uses in the planning area.

NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” www.mi.gov/nps). The description of water quality problems must include the following:

- A description of the watershed and watershed boundary and the hydrologic unit code.
- A description of the current water quality conditions, and the needs/problems to be addressed with the proposed project. List or discuss all 303(d) listed water bodies and include the Assessment Unit ID (See the [2012 Integrated Report](#), Appendix B).
- A list of the pollutants the NPS Watershed Management Plan will target. The list shall include pollutants listed in the [2012 Integrated Report](#) for Michigan (See Appendix B of the report) as causing designated use impairments in the watershed where NPS pollution is a contributor to the water quality impairment. The list should also include pollutants important at the local level and the rationale for the listing.

SAW Stormwater Management Plan

Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans and the design of projects contained or described within a Stormwater Management Plan. Under the SAW program, a Stormwater Management Plan is broadly defined to include:

- Municipal Separate Storm Sewer System (MS4) Stormwater Management Plan (See the MS4 at www.mi.gov/deqstormwater)
- NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” at www.mi.gov/nps)
- SAW Stormwater Management Plan (See the SAW Stormwater Management Plan on page 22)

Development of a Stormwater Management Plan

MS4 Stormwater Management Plan

Permittees required to develop an MS4 Stormwater Management Plan (SWMP) are municipal agencies, such as cities, townships, villages, county agencies, and school districts located in a census defined urbanized area with a discharge of stormwater to surface waters of the state. The existing NPDES MS4 individual permit application is structured such that by completing the application, an MS4 SWMP is produced. The best management practices (BMP) included in the MS4 SWMP shall be designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable.

For those applicants who are developing a new MS4 SWMP, the development of the entire MS4 SWMP is eligible for SAW grant funding. An applicant who already has an approved MS4 SWMP or Stormwater Pollution Prevention Initiative (SWPPI) in place can receive funding to update the SWMP/SWPPI. An approved MS4 SWMP includes the following minimum requirements:

1. BMPs to be implemented to meet the following six minimum control measures (a– f) and applicable water quality requirements (g)
 - a. Public Participation/Involvement Program
 - b. Public Education Program
 - c. Illicit Discharge Elimination Program
 - d. Construction Stormwater Runoff Control Program
 - e. Post-Construction Stormwater Runoff Program
 - f. Pollution Prevention and Good Housekeeping Program
 - g. Total Maximum Daily Loads (TMDL) Implementation Plan (This water quality requirement applies to a regulated MS4 that discharges stormwater to impaired waters with an approved TMDL that includes a pollutant load allocation assigned to the regulated MS4.)
2. A measurable goal for each BMP. Each measurable goal shall have a measure of assessment to determine progress towards achieving the measurable goal.
3. The following Phase I MS4 Permittees shall include as part of the SWMP an Industrial Facility Program: [cities of] Ann Arbor, Flint, Grand Rapids, Sterling Heights, and Warren.

The NPDES MS4 individual permit application allows an applicant the option of submitting a collaborative approach for four of the six minimum control measures and the water quality requirements as part of the SWMP. Collaborative efforts may include several MS4 permittees collaborating to meet all or parts of a minimum control measure or water quality requirement.

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The MS4 SWMP is considered approved when an individual NPDES permit is issued to the MS4 permittee with the requirement to implement and enforce the approved MS4 SWMP. The MS4 permittee is required to document progress made implementing the MS4 SWMP as part of the Progress Report requirements in the MS4 NPDES permit.

For MS4 permittees with an approved SWMP or SWPPI, the following are examples of updates that may be eligible if the activity is significantly revised or goes beyond what is currently included in the approved SWMP/SWPPI:

- Public Education Program: Developing and implementing a survey to assess changes in public behavior.
- Illicit Discharge Elimination Program:
 - Developing a storm sewer system map to include the location of all outfalls and points of discharge.
 - Prioritizing dry-weather screening of outfalls and points of discharge by identifying areas of high illicit discharge potential. This prioritization could be completed as a collaborative effort with several MS4 permittees.
- Post-Construction Stormwater Runoff
 - Updating post-construction stormwater runoff performance standards. More specifically, updating an ordinance or regulatory mechanism to include the water quality treatment and channel protection performance standards in the current NPDES MS4 individual permit application.
 - Developing a tracking system for ensuring the long-term maintenance of post-construction BMPs. For example, a system to track the performance of the BMPs implemented to meet the performance standards and included in a maintenance agreement.
- Pollution Prevention and Good Housekeeping Program
 - Developing a site-specific standard operating procedure identifying the structural and non-structural stormwater controls implemented or to be implemented and maintained to prevent or reduce pollutant runoff at facilities owned/operated by the applicant with a high potential for pollutant runoff.
 - Developing a procedure for assessing catch basins for routine inspection, maintenance, and cleaning based on preventing or reducing pollutant runoff.
- TMDL Implementation Plan – Developing a TMDL monitoring plan for assessing the effectiveness of BMPs currently being implemented or to be implemented in making progress toward achieving the TMDL pollutant load reduction requirement.

Nonpoint Source Watershed Management Plan

Applicants eligible to develop a NPS Watershed Management Plan include cities, villages, counties, townships or other public bodies established under state law (watershed alliances, conservation districts, and regional planning agencies for example). Watershed Management Plans under this category must be approvable as defined in the administrative rules for the CMI NPS Pollution Control Grants and/or include the “nine minimum elements of watershed planning” required by the United States Environmental Protection Agency. To maximize potential future funding, plans should meet both state and federal criteria. NPS Watershed Management Plans must be developed for a hydrologically-based area and must include a list of targeted pollutants. Targeted pollutants must include those listed in Michigan’s 2012 Integrated Report as causing designated use impairments in the watershed. The list should also include pollutants important at the local level as well as the rationale for their listing.

For an applicant who is developing a new NPS Watershed Management Plan, the development of the entire plan is eligible for SAW grant funding. Justifiable updates to a previously approved NPS

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Watershed Management Plan are also eligible. Justifiable updates to a plan include, but are not limited to: updates to meet additional criteria; reevaluation of environmental conditions and next steps; etc.

Complete watershed management plans (along with completed checklists) can be submitted to the appropriate district office or the NPS Unit in Lansing. Watershed plan reviews require a minimum of 90 days and approval typically requires two or more reviews.

Applicants developing a NPS Watershed Management Plan for: (1) watersheds with flooding, flashy flows, or other hydrology issues; (2) or recommended stream bank stabilization, channel realignment, changes to channel geometry; (3) or changes impacting flow or sediment transport, must refer to the NPS Hydrologic and Geomorphic Guidance. Applicants must also consider a wetlands component, as described in the Guidance for Wetland Related Elements, when developing a NPS Watershed Management Plan.

SAW Stormwater Management Plan

An applicant that wants to develop a SWMP other than an MS4 or NPS SWMP may receive grant funding to develop a SWMP as long as it contains the following minimum components:

1. A description and map of the jurisdictional boundaries and the area to be covered by the plan (typically a sewershed and/or drainage district). The planning area should be hydrologically based and include the entire collection and conveyance system (open and closed) as well as the contributing area.
2. A description of the major components of the stormwater system and/or country drainage district, including sewershed and watershed boundary and internal sub-boundaries, surface water hydrology, mapping of stormwater conveyance (pipes and channels), existing storage, regulatory or other mapped floodplains, flood control facilities and treatment components.
3. A description of publically owned BMPs and private BMPs that significantly affects the stormwater system.
4. A description of all stormwater sources and all known stormwater related water quality problems within the planning area (for example, surface flooding, hydraulic restriction, erosion, water quality, etc.).
5. Include recommendations and an analysis of projects to correct stormwater and known stormwater related water quality problems.
 - a. This includes project identification, preliminary sizing and description of proposed activities. Proposed activities could consist of capital improvements (i.e. culvert replacement, channel modification, structural BMPs, etc.) or changes to inspection or maintenance activities (i.e. stream bank assessments, detention basin inspections, floodplain or floodway encroachment surveys, etc.).
 - b. Provide estimated operation, maintenance and capital costs for all recommendations
6. Include a timeline for implementation of the plan. The extent of the timeline is at the applicant's discretion (i.e., 5-year, 10-year, etc.).

It is strongly suggested that the following components also be included in the SWMP:

1. A general maintenance plan
2. The desired level of service should be determined through a public involvement process
3. A public education program or activities
4. A general description of land use percentages

GUIDANCE FOR APPENDIX D

Grant Eligible

- A Stormwater Management Plan (SWMP) must address water quality issues caused by surface runoff of stormwater. There must be a stormwater related water quality problem, not just a stormwater quantity issue.
- Pre-project (planning and design) assessment of Best Management Practices (BMPs) to determine the most effective solution.
- Legal and/or force account costs associated with the creation or amendment of stormwater ordinances, policies, and design standards.
- Flow monitoring for a hydrologic analysis of a stormwater conveyance system or surface water system.
- Water quality sampling to determine current water quality conditions.
- Development of a public education and involvement program or activities for stormwater issues.
- Development of a maintenance plan for stormwater practices.
- AMP/GIS mapping software/hardware/training. Total limits are as follows:

Service Area Population	Dollar Limit
Less than or equal to 5,000	\$60,000
5,001 to less than or equal to 20,000	\$85,000
20,001 to less than or equal to 50,000	\$110,000
Greater than 50,000	\$160,000

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

Grant Ineligible

- Costs related to implementation of a MS4 SWMP program
- The purchase price to acquire land/easements
- Post-construction monitoring of stormwater management BMP performance to determine effectiveness.
- Planning and design activities related to the evaluation of groundwater impacted by stormwater infiltration.

APPENDIX E
SAW Innovative Wastewater and Stormwater Technology

Project costs related to the testing and demonstration of innovative wastewater and stormwater technologies are eligible for grant funding. Within three years of the executed grant, the applicant must determine if the project is technically and financially feasible to implement and submit a SAW Innovative Technology Certification of Project Completeness. If the testing and demonstration results of the innovative technology prove to be technically and financially feasible, the applicant must agree to construct the project. Complete the following to aid in determining grant eligibility.

- A. The technology must meet one or more of the following categories to be considered innovative:
- The technology has not been previously used in Michigan or the region, if influenced by climate
 - The technology has not been previously used in the United States, if independent of climate influences
 - The technology is an application of an existing technology applied to a different media (e.g. a water supply treatment technology applied to the wastewater field)
 - The technology is an application of an existing technology applied to a different pollutant (e.g. previously used to address pollutant 'X', proposed to address pollutant 'Y')

Provide a detailed explanation of how the innovative technology meets one or more of the categories above (attach additional pages, if necessary):

- B. Eligible projects must focus on a specific existing water quality issue that needs to be addressed. Provide a detailed explanation of how the proposed testing and demonstration of an innovative technology meets this requirement (attach additional pages, if necessary):

- C. For eligible technologies identified in A above, attach a detailed pilot study work plan. The work plan should be developed based on the associated guidance included with this application.

GUIDANCE FOR APPENDIX E

Grant Eligible

- Pilot studies demonstrating the effectiveness of wastewater and/or stormwater technologies which do not result in any permanent construction that becomes a tangible asset.
- If testing and demonstration is successful, and reasonable in cost, the applicant must certify a project using the innovative technology will be constructed. If the testing and demonstration is not successful, there is no commitment to proceed with construction.

Grant Ineligible

- Permanent construction of the pilot technology

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Application Guidance

The SAW program allows for grants to fund project costs related to the testing and demonstration of innovative wastewater and storm water technologies. Innovative technologies must meet one or more of the four listed criteria:

1. Those technologies influenced by climate and have not been previously used in Michigan or the region may be eligible. For instance, if a technology that is heavily temperature dependent and has been used in warmer climates but not yet in colder climates is proposed for testing and demonstration, it may be eligible for grant funding.
2. Other potentially eligible projects include those that have not been previously used in the United States,
3. An application of an existing technology applied to a different media, or
4. A technology that is applied to address a different type of pollutant than previously used for.

Eligible projects are expected to focus on a specific and existing water quality issue that needs to be addressed. For example, this may include a technology that provides better and/or more efficient treatment performance. The existing water quality issue should be documented with water quality data or other relevant information (this may include the DEQ Water Resources Division's Integrated Report, approved Total Maximum Daily Loads (TMDL) or watershed management plans, local health department records, compliance or enforcement documents, etc.). The explanation should clearly tie together how the innovative technology will address the existing water quality issue which has been identified.

A pilot study work plan is required to be submitted with the application. The pilot study should provide sufficient evaluation of the applicability, operational reliability and effectiveness of the innovative technology. This should be demonstrated with a prototype unit or process of sufficient size and designed to operate at its design load conditions.

To determine that such new processes and equipment or applications have a reasonable and substantial chance of success, the following should be considered when developing a pilot study plan:

- Evaluation and discussion of any related, existing performance data and manufacturer's information.
- A plan for monitoring observations, including test results and evaluations, demonstrating the efficiency and effectiveness of such processes or equipment.
- Detailed description of the test methods and their appropriateness.
- Testing, including appropriate sampling, under various ranges of strength and flow rates (including diurnal and/or seasonal variations) and temperatures over a sufficient length of time to demonstrate performance under climatic and other conditions which may be encountered in the area of the proposed installations.
- Other appropriate information.
- Coordination and approval by DEQ district engineers if there are temporary changes in the operation of a permitted facility or permitted discharge during pilot testing.

It is strongly recommended that applicants team with academic institutions to aid in development and completion of a pilot study.

APPENDIX F
Disadvantaged Community Status Determination Worksheet

In order to determine the disadvantaged status of a community, the Revolving Loan Section will first look to see if:

- 1) More than 50 percent of the area served by a proposed sewage treatment works project or stormwater treatment project is identified as a poverty area by the United States Census Bureau;
- 2) The median annual household income of the area served by a proposed sewage treatment works project or stormwater treatment project is less than the most recently published federal poverty guidelines for a family of 4 in the 48 contiguous United States. In determining the median annual household income of the area served by the proposed sewage treatment works project or stormwater treatment project, the municipality shall utilize the most recently published statistics from the United States Census Bureau, updated to reflect current dollars, for the community which most closely approximates the area being served by the project.

If no determination can be made by either criteria 1 or 2 then the following information will be used:

1. Is the applicant seeking a planning or design grant? YES NO
If YES, provide the total estimated construction amount \$ _____.
2. Annual payment on the existing debt for the wastewater or stormwater system (if applicable):
\$ _____.
3. Total operation, maintenance and replacement expenses for the wastewater or stormwater system on an annual basis: \$ _____.
4. Number of "residential equivalent users" in the system: _____.

If you have any questions about this worksheet, then contact Mr. Robert Schneider at 517-388-6466.

Note: If the total estimated construction amount is provided, the result of this determination is temporary until actual bid costs are submitted.



**Department of Environmental Quality
SAW Grant
Wastewater Asset Management Plan
Certification of Project Completeness**

SAW Grant No. _____

Completion Date _____
(no later than 3 years from executed grant date)

The _____ (*legal name of grantee*) certifies that all wastewater asset management plan (AMP) activities specified in Grant No. _____ have been completed and the implementation requirements, per Part 52 of the Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, are being met. Section 5204e(3) requires implementation of the AMP and that significant progress toward achieving the funding structure necessary to implement the AMP be made within 3 years of the executed grant. The Department of Environmental Quality (DEQ) defines significant progress to mean the adoption of an initial rate increase to meet a minimum of 10 percent of any gap in revenue needed to meet expenses, as identified in a 5-year plan to eliminate the gap. A copy of the 5-year plan to eliminate the gap must be submitted with this certification.

Copies of the AMP and/or other materials prepared through SAW Grant funding will be made available to the DEQ upon request for review and approval.

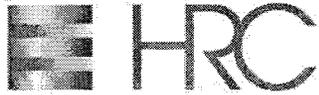
Rate Methodology was submitted to DEQ on: _____
(within 2 ½ years from date of executed grant)

An initial rate increase of _____ % of a \$ _____ gap was adopted on _____

Legal Name of Grant Recipient Date

Signature of Authorized Representative (Original Signature Required)

Print Name and Title of Authorized Representative



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell

Senior Associates
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford

Associates
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
William R. Davis
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

SAW Scoping and Grant Application
Delhi Charter Township

HRC Job No. 20130644

Activities or Work Not Included in SAW Grant Application

- Bidding
- Construction
- Construction engineering
- Financing or bonding Costs
- On-going software/hardware licensing or renewal
- GPS/GIS locations or mapping of any other utilities
- Other incurred or local costs not included in application
- Easement acquisition costs
- Performance or post construction verification/certification
- Legal fees associated with any rate or funding mechanism challenge
- Costs related to implementation of a MS4 SWMP program

HUBBELL, ROTH & CLARK, INC.

James F. Burton, P.E.
Associate

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Engineering. Environment. Excellence.

DELHI CHARTER TOWNSHIP



SAW GRANT APPLICATION



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

SAW Grant Program

- New grant program being offered through the State for Stormwater, Asset management, and Wastewater.
- \$450M funded by the 2002 Great Lakes Water Quality Bonds
- \$97M available in FY2014 round
- Up to \$2M for each community (\$2.44M total project)
 - 90% grant/10% local match on the first \$1M
 - 75% grant/25% local match on the second \$1M
 - If full \$2M is requested, total local match is \$444,000
- For asset management plans (sanitary), must make significant progress towards funding structure for plans
 - Must fund 10% of funding gap at the end of three years and develop a plan to fund the entire gap in five years



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

SAW Grant Program

- Grants will be awarded on first come, first served basis, starting with applications on December 2, 2013
 - Due to large anticipated demand, grant must be ready for submittal on December 2 to maximize chances.
 - Lottery of complete applications if more than \$97M requested.
 - Rest go into system for future funding
 - No need for future submittals for consideration



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

SAW Grant Program

- Funding sought for:
 - Wastewater Planning and Design
 - Wastewater Asset Management Plan
 - SAW Stormwater Management Plan
- Total Funding Requested - \$2,444,000
 - Design - \$232,444
 - Wastewater - \$1,937,000
 - Stormwater - \$275,000
- Grant Amount - \$2,000,000
- Match Amount - \$444,444
 - Sanitary Sewer Fund - \$188,760
 - General Fund - \$27,500
 - Force Account (City Staff Time) - \$132,000
 - Incurred Expense \$96,223
 - Over 3 years



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

SAW Grant Program

- Grant funding for the design of already planned projects.
- Grant covers a significant portion of Township's annual sanitary sewer system investigation, engineering, and compliance activities.
- Grant provides a unique opportunity to supplement General Fund obligations regarding the Township's storm water systems.



HRC

HUBBELL, ROTH & CLARK, INC
Consulting Engineers

SAW Grant Program

- Must pass resolution prior to grant application submittal as presented.
- Designate Township Manager as Authorized Representative.
- Requesting authorization to submit application including Township Manager authorization to make minor changes if necessary.
 - Proposed activities are consistent with current Township programs.
 - Township has local funding in place.



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: November 14, 2013

RE: Update of Township Sanitary Sewer Details and Sanitary Sewer Design and Construction Standards Proposal for Professional Engineering Services

Enclosed for your review and consideration is a proposal from Hubbell, Roth & Clark, Inc. in the amount of \$16,500 to update our sanitary sewer details, design and construction standards.

Our detail sheets were last updated in 1995 and our sanitary sewer design and construction standards were last updated in 2004. With changes in technology and materials it is important to update both of these enabling the Township to use this industries best practices. To that end, HRC has submitted a proposal to review our current details and standards, along with research regulatory and industry changes, and provide the Township with recommendations for changes that may also include updating several ordinances to reflect the recommendations.

Therefore, I recommend the Board approve the proposal from HRC to update the sanitary sewer details, design and construction standards in the amount of \$16,500.

Recommended Motion:

To approve the Proposal for Professional Engineering Services from Hubbell, Roth & Clark, Inc. in the amount of \$16,500 to update the Township sanitary sewer details and sanitary sewer design and construction standards.

INTEROFFICE MEMORANDUM

TO: JOHN B. ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: **SANITARY SEWER DETAILS, DESIGN AND CONSTRUCTION STANDARDS**
DATE: NOVEMBER 13, 2013
COPY TO: FILE

The Delhi Charter Township (Delhi) Sanitary Sewer Design and Construction Standards (Construction Standards) were last updated in 2004. The Standard Detail Sheet for sanitary sewer construction (Standard Detail) was last updated in 1995.

The Construction Standards are the specifications given to developers and/or whoever will be building sanitary sewer to be dedicated to Delhi. The Standard Detail is a sheet Delhi requires to be included in any set of plans containing sanitary sewer; it is basically a pictorial version of the Construction Standards.

While over the last several years new construction has been soft; forecasters are predicting new home sales to rise. In addition, new sewer is currently under construction in the Aspen development. Therefore; I feel it appropriate to update both the Construction Standards and the Standard Detail. Available materials and construction methods have changed greatly since our documents have last been revised.

I requested a proposal from Hubbell, Roth & Clark (HRC) for engineering services to perform these services and HRC proposed to complete work in approximately 165 man-hours at an average of \$100.00 per hour for a total not to exceed \$16,500.00.

I respectfully request you recommend to the Board, at its November 19, 2013 meeting, a motion to approve the \$16,500.00 to Hubbell, Roth & Clark for professional engineering services to update Delhi's Sanitary Sewer Details and Sanitary Sewer Design and Construction Standards. Funds are available in the Department of Public Services Engineering Services account number 590-558.00-805.000.



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell

Associates

Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
William R. Davis
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

Senior Associates

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
Timothy H. Sullivan

October 16, 2013

Delhi Charter Township
1492 Aurelius Road
Holt, Michigan 48842

Attn: Ms. Sandra Diorka, Director of Public Services

Re: Update of Township Sanitary Sewer Details and
Sanitary Sewer Design and Construction Standards
Proposal for Professional Engineering Services

HRC Job No. 20130790

Dear Ms. Diorka:

Pursuant to your request, Hubbell, Roth, & Clark, Inc. (HRC) is pleased to submit this proposal to provide professional engineering services to Delhi Township for updates to the Delhi Township Sanitary Sewer Detail Sheet and Design and Construction Standards.

Background

Currently the Township has one (1) standard detail sheet for sanitary sewer construction that was most recently updated in 1995 and standards for the design and construction of sanitary sewers and building leads dated 2006. It is our understanding that the Township wishes to update the detail sheet and standards to meet current State and Federal guidelines as well as to reflect the Township's local requirements.

Project Scope

Detail Sheet - HRC will review the current detail sheet and provide comments on any regulatory changes that will necessitate revisions and additional details that should be provided. Once this review has been completed, HRC will schedule a meeting with Township staff to discuss these comments, suggestions, and any other non-regulatory issues that the Township would like to see addressed. Following that meeting, the detail sheet will be updated in CADD for ease of future revisions and a draft sent to the Township for review.

Standards - Similarly, HRC will review the current standards including the more recent drafts (by others) and at the meeting mentioned above, present an outline of the new standards including sections, information to be included, and additional or new items for Township consideration. Following the meeting, HRC will prepare draft standards for Township review.

\\WH16\Projdocs\201307\20130790\06_Corrs\Proposal\20131015_Proposal.docx

2101 Aurelius Road, Suite 2A
Holt, Michigan 48842
Telephone 517 694 7760
www.hrc-engr.com

Engineering. Environment. Excellence.



Approval – HRC will meet with the Township to receive your comments on the drafts and with the Township Attorney to discuss the necessary approval process. We will then prepare the final detail sheet and standards. It appears that several Township Ordinances may need revisions to incorporate the new standards and possibility the detail sheet. This will result in one meeting with the Township Board (we have assumed an earlier workshop followed by the regular Board Meeting that same evening) for consideration of the changes. HRC will help with the preparation of Board materials and presentation to the Board and public.

Schedule

HRC is prepared to commence work on this assignment immediately following the Township's authorization to proceed. We would propose to have our initial comments available within 30 days to schedule the first review meeting, and draft documents to the Township within 30 days of that meeting. The final documents will be finalized within 30 days pending Township review and necessity for revisions for a total project schedule of less than 90 calendar days.

Fee Summary

Based on the proposed scope above, we would propose that these tasks can be completed in 165 manhours at an average rate of \$100.00 per hour for a total of \$16,500.00. This amount will not be exceeded without prior written authorization. We would propose to invoice the Township for the actual hours incurred based on our standard hourly billing rates.

If this proposal is deemed acceptable to the Township, please sign and return one copy to this office and retain one for your files. Thank you for the opportunity to serve the Township on this project. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

A handwritten signature in blue ink that reads "James F. Burton".

James F. Burton, P.E.
Associate

pc: HRC; G. Hubbell, File

Accepted By: DELHI CHARTER TOWNSHIP

Signature: _____

Written Name: _____

Title: _____

Date: _____

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members
FROM: John B. Elsinga, Township Manager
DATE: November 12, 2013
RE: 2014 Compensation for the Delhi Township Trustees

At the November 5, 2013 meeting of the Township Board, we introduced and the Board adopted a 2014 Compensation Schedule for full-time and part-time employees of Delhi Township. This Compensation Schedule included a 2.6% salary increase for staff which is consistent with the fiscal year 2014 adopted budget. This schedule does not include elected officials of the Township Board and the Board has not received an increase since 2009. Therefore, I recommend that the Board consider the same 2.6% increase in compensation for the Delhi Township Trustees, effective January 1, 2014, as follows:

<u>2013 Annual Salary</u>	<u>2014 Annual Salary</u>
\$10,355.34	\$10,624.58

If the Township Board concurs with this proposed increase, I offer the following motion:

Recommended Motion:

To approve a 2.6% increase in compensation for the Delhi Charter Township Trustees for an annual salary of \$10,634.58, effective January 1, 2014.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: November 12, 2013

RE: 2014 Compensation for the Delhi Township Supervisor

At the November 5, 2013 meeting of the Township Board, we introduced and the Board adopted a 2014 Compensation Schedule for full-time and part-time employees of Delhi Township. This Compensation Schedule included a 2.6% salary increase for staff which is consistent with the fiscal year 2014 adopted budget. This schedule does not include elected officials of the Township Board and the Board has not received an increase since 2009. Therefore, I recommend that the Board consider the same 2.6% increase in compensation for the Delhi Township Supervisor, effective January 1, 2014, as follows:

<u>2013 Annual Salary</u>	<u>2014 Annual Salary</u>
\$23,317.26	\$23,923.51

If the Township Board concurs with this proposed increase, I offer the following motion:

Recommended Motion:

To approve a 2.6% increase in compensation for the Delhi Charter Township Supervisor for an annual salary of \$23,923.51, effective January 1, 2014.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members
FROM: John B. Elsinga, Township Manager
DATE: November 12, 2013
RE: 2014 Compensation for the Delhi Township Clerk

At the November 5, 2013 meeting of the Township Board, we introduced and the Board adopted a 2014 Compensation Schedule for full-time and part-time employees of Delhi Township. This Compensation Schedule included a 2.6% salary increase for staff which is consistent with the fiscal year 2014 adopted budget. This schedule does not include elected officials of the Township Board and the Board has not received an increase since 2009. Therefore, I recommend that the Board consider the same 2.6% increase in compensation for the Delhi Township Clerk, effective January 1, 2014, as follows:

<u>2013 Annual Salary</u>	<u>2014 Annual Salary</u>
\$64,680.55	\$66,362.24

If the Township Board concurs with this proposed increase, I offer the following motion:

Recommended Motion:

To approve a 2.6% increase in compensation for the Delhi Charter Township Clerk for an annual salary of \$66,362.24, effective January 1, 2014.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: November 12, 2013

RE: 2014 Compensation for the Delhi Township Treasurer

At the November 5, 2013 meeting of the Township Board, we introduced and the Board adopted a 2014 Compensation Schedule for full-time and part-time employees of Delhi Township. This Compensation Schedule included a 2.6% salary increase for staff which is consistent with the fiscal year 2014 adopted budget. This schedule does not include elected officials of the Township Board and the Board has not received an increase since 2009. Therefore, I recommend that the Board consider the same 2.6% increase in compensation for the Delhi Township Treasurer, effective January 1, 2014, as follows:

<u>2013 Annual Salary</u>	<u>2014 Annual Salary</u>
\$23,317.26	\$23,923.51

If the Township Board concurs with this proposed increase, I offer the following motion:

Recommended Motion:

To approve a 2.6% increase in compensation for the Delhi Charter Township Treasurer for an annual salary of \$23,923.51, effective January 1, 2014.