

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MARCH 18, 2014**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, March 18, 2014 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Members Absent: None

COMMENTS FROM THE PUBLIC – None

SET/ADJUST THE AGENDA

**Hope moved to remove Agenda Item No. 2 – Resolution No. 2014-003 –
Condemnation of Property for Public Purpose – Ram Trail Easements.**

A Voice Poll was recorded as follows: All Ayes

MOTION CARRIED

CONSENT AGENDA

- A. Approval of Minutes – Committee Meeting of March 4, 2014
- B. Approval of Minutes – Regular Meeting of March 4, 2014
- C. Approval of Claims – March 4, 2014 (ATTACHMENT I)
- D. Approval of Payroll – March 13, 2014 (ATTACHMENT II)

Harmon moved to approve the Consent Agenda as presented.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
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NEW BUSINESS

PROPOSAL FOR ENGINEERING SERVICES – EIFERT ROAD FORCE MAIN REPLACEMENT – HUBBELL, ROTH & CLARK, INC.

The Board reviewed memorandums dated March 12, 2014 from Twp. Mgr. Elsinga and March 11, 2014 from Sandra Diorka, Director of Public Services (ATTACHMENT III).

Hayhoe moved to approve the Proposal for Engineering Services from Hubbell, Roth & Clark, Inc. in the amount of \$86,330 for the Eifert Road Force Main Replacement Project.

Sandra Diorka, Director of Public Services, and Jamie Burton, Hubbell, Roth & Clark, Inc., gave an overview of this project and the Stormwater, Asset Management and Wastewater (SAW) grant. Ms. Diorka stated that this item is for engineering services for the replacement of the discharge force main from the Eifert Road Lift Station. Due to the placement of the Lansing Board of Water and Light water main along Eifert Road, it is being proposed that the new force main will be placed at a different alignment than the existing force main. Ms. Diorka further stated that the design and investigation of this force main was included into the SAW grant application.

On December 2, 2013, 673 SAW grant applications totaling \$541,000,000 were received. Approximately 90 projects were funded this year. Delhi Township was number 126 on the list and is likely to be funded in year two of this grant program that starts with the State of Michigan's fiscal year beginning on October 1, 2014. The Township is requesting \$2,000,000 with a 10 percent match for the first million and 25 percent match for the second million. Mr. Burton stated that eligible activities, with the exception of construction, will be retroactive to January 2, 2013.

Trustee Harmon asked if the Township receives funds from this grant, will we be guaranteed the full \$2,000,000. Mr. Burton stated that the Township should know how much grant funds will be received in the fall of 2014 subject to being appropriated by the State Legislature.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

POTW LABORATORY BUILDING – EXISTING HVAC SYSTEM CONDITION ASSESSMENT AND FUTURE HVAC PLAN – HUBBELL, ROTH & CLARK, INC.

The Board reviewed memorandums dated March 12, 2014 from Twp. Mgr. Elsinga and March 11, 2014 from Sandra Diorka, Director of Public Services (ATTACHMENT IV).

Warfield moved to approve the proposal for the POTW Laboratory Building Existing HVAC System Condition Assessment and Future HVAC Plan from Hubbell, Roth & Clark, Inc. in the amount of \$22,160.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
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**RESOLUTION NO. 2014-002 – MICHIGAN DEPARTMENT OF NATURAL RESOURCES
TRUST FUND GRANT APPLICATION – KIWANIS PARK RESTROOM FACILITY**

The Board reviewed a memorandum dated March 13, 2014 from Twp. Mgr. Elsinga (ATTACHMENT V).

Hope moved to adopt Resolution No. 2014-002 supporting the submittal of a Trust Fund Grant Application to the State of Michigan Department of Natural Resources for improvements to the Kiwanis Park restroom facility.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

**PROPOSAL FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM
UPGRADE – FACTORY TALK VIEW SOFTWARE**

The Board reviewed memorandums dated March 13, 2014 from Twp. Mgr. Elsinga and March 11, 2014 from Sandra Diorka, Director of Public Services (ATTACHMENT VI).

Sweet moved to approve the proposal from Kendall Electric, Inc. in the amount of \$12,075 for the purchase of Factory Talk View software for the upgrade to the Supervisory Control and Data Acquisition (SCADA) System at the Publicly Owned Treatment Works and to approve the upgrade and purchase of seven (7) computers at an estimated cost of \$11,550.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

**PROPOSAL FOR TECHNICAL SUPPORT PROGRAM FOR TOWNSHIP-OWNED BUILDING –
SIEMENS BUILDING TECHNOLOGIES, INC.**

The Board reviewed memorandums dated March 11, 2014 from Twp. Mgr. Elsinga and March 11, 2014 from Sandra Diorka, Director of Public Services (ATTACHMENT VII).

Sweet moved to approve the renewal with Siemens Building Technologies Inc. for the heating ventilation and air conditioning Technical Support Program for a five (5) year term beginning May 1, 2014.

Trustee Harmon voiced concern of being locked into a contract with one company for five years. Twp. Mgr. Elsinga stated that after fifteen years of working with Siemens, he feels that they are still the most cost effective, knowledgeable service provider in the marketplace for the complex HVAC systems within the Township's facilities.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
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AMENDMENT TO TOWNSHIP ORDINANCE NO. 111 – MOTOR VEHICLE ORDINANCE, INTRODUCTION AND FIRST CONSIDERATION (PROPOSED TOWNSHIP ORDINANCE NO. 111.1)

The Board reviewed a memorandum dated March 3, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT VIII).

Warfield moved upon introduction and first consideration, to amend Delhi Township Ordinance No. 111, Motor Vehicle Ordinance, which adopts the Michigan Vehicle Code as amended to include prosecution of elevated alcohol content and penalty of violation thereof.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

REPORTS

SUPERVISOR

Supervisor Davis reported on the Capital Area Transportation Authority (CATA) tour that was attended by the Board members this evening.

Supervisor Davis stated that the second round of the second annual HaMmies (a fundraising talent show to benefit the H.O.L.T. Scholarship) will take place at Buddies Grill on April 16, 2014.

Supervisor Davis stated that he will be meeting with some area supervisors regarding a possible Ingham County Parks millage.

TREASURER

Treasurer Sweet reported that his office received State Revenue Sharing for the period of November/December 2013 in the amount of \$331,307; of that amount, \$324,000 is Constitutional Revenue Sharing. This is a decrease of approximately \$15,000 from the September/October 2013 period and down approximately \$1,900 from the previous year (November/December 2012). The Economic Vitality Incentive Program (EVIP) for the November/December 2013 period remains the same at just over \$7,200.

TRUSTEES

TRUSTEE HARMON

Trustee Harmon stated that he is attending the Michigan Municipal League Capital Conference (March 18-19, 2014) and is looking forward to attending an upcoming session regarding the Economic Vitality Incentive Program (EVIP).

SUBJECT TO APPROVAL

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LIMITED PUBLIC COMMENTS - None

ADJOURNMENT

Meeting adjourned at 8:35 p.m.

Date: April 1, 2014

Evan Hope, Township Clerk

Date: April 1, 2014

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

March 4, 2014

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated March 4, 2014 numbered 86559 thru 86648 & ACH 2892 thru 2910. Every invoice has a payment authorizing signature(s).

Dated: March 4, 2014

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated March 4, 2014 show payments made from the following funds:

General Fund	\$	100,472.80
Fire Fund		14,567.50
Police Fund		199,237.50
Fire Equip. & Apparatus Fund		1,543.41
Water Improvement Fund		185.00
Downtown Development Fund		27,660.39
Sewer Fund		154,078.07
Local Site Remediation Fund		5,817.50
Trust & Agency Fund		3,130.53
Current Tax Fund		52,358.51
Grand Total	\$	<u>559,051.21</u>

Includes the following to be reimbursed from separate bank accounts:

Employee Flexible Spending Acct.	\$	955.53
Current Tax	\$	52,358.51

Dated: March 4, 2014

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. (\$55,821.47, Irish Construction for LSD/pymt # 24, 7/20/10)

Dated: March 4, 2014

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 March 18, 2014 a motion was made by _____ and passed by ___yes votes and ___no votes (___absent) that the list of claims dated March 4, 2014, was reviewed, audited and approved

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 03/04/2014 - 03/04/2014

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM PLAN	RETIREES HEALTH INS MARCH	129.10
CITY OF LANSING FIRE DEPT	FIRE SUPPRESSION REVIEW	155.00
MARK WOODMAN PLUMBING & H(PP 14-016		120.00
	Total For Dept 000.00	404.10
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	TRUSTEES LIFE INS MARCH	25.50
	Total For Dept 101.00 LEGISLATIVE	25.50
Dept 171.00 MANAGER		
SBAM PLAN	HEALTH INSURANCE MARCH	2,326.01
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	296.05
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	94.77
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	140.81
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	8.99
VERIZON WIRELESS	CELLULAR FEBRUARY	49.71
DELHI TOWNSHIP TREASURER	PARKING/ELSINGA	18.00
	Total For Dept 171.00 MANAGER	2,934.34
Dept 191.00 ACCOUNTING		
SBAM PLAN	HEALTH INSURANCE MARCH	429.14
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	43.16
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	22.53
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	33.66
	Total For Dept 191.00 ACCOUNTING	528.49
Dept 215.00 CLERK		
SBAM PLAN	HEALTH INSURANCE MARCH	2,749.73
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	258.32
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	65.45
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	98.05
CERTIFIED DOCUMENT	DOCUMENT DESTRUCTION	43.42
VERIZON WIRELESS	CELLULAR FEBRUARY	49.71
	Total For Dept 215.00 CLERK	3,264.68
Dept 228.00 INFORMATION TECHNOLOGY		
SBAM PLAN	HEALTH INSURANCE MARCH	1,027.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	80.89
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	50.57
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	75.15
AD-INK & TONER SUPPLY	HP LASERJET TONER	89.99
AD-INK & TONER SUPPLY	2 HP BLACK INJET HY	55.98
APPLICATION SPECIALIST KO	ANTI SPAM & VIRUS MARCH	270.00
VERIZON WIRELESS	CELLULAR FEBRUARY	49.71
ACS FIREHOUSE SOFTWARE	FH CLOUD SOFTWARE MAINT	2,933.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	4,633.05

Dept 253.00 TREASURERS		
SBAM PLAN	HEALTH INSURANCE MARCH	1,292.83
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	215.16
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	43.77
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	64.93
BRINK'S INCORPORATED	BRINKS SERVICES/FEBRUARY	641.41
DELHI TOWNSHIP TREASURER	1/22/2014 MILEAGE/TEBEAU	12.88
ASSOC - PUBLIC TREASURER	CPFA RENEWAL/TEBEAU	125.00
	Total For Dept 253.00 TREASURERS	2,395.98

Dept 257.00 ASSESSING		
SBAM PLAN	HEALTH INSURANCE MARCH	1,298.25
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	349.43
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	70.97
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	105.56
WHITLOCK BUSINESS SYSTEM	PP NOTICE SETUP & INSERT	316.84
WHITLOCK BUSINESS SYSTEM	POSTAGE FOR PP MAILING	313.23
MICHIGAN ASSESSORS ASSN	MAA MEMBERSHIP DUES/WILSON	75.00
	Total For Dept 257.00 ASSESSING	2,529.28

Dept 265.00 BUILDING & GROUNDS		
SBAM PLAN	HEALTH INSURANCE MARCH	1,198.83
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	158.64
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	35.26
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	52.41
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	122.57
SAM'S CLUB DIRECT	2 LYSOL/PALMOLIVE DISH SOAP	95.68
SAM'S CLUB DIRECT	3 TOILET TISSUE	58.86
KEYSTONE DESIGN GROUP	LIBRARY FROZEN PIPES	812.50
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
VERIZON WIRELESS	CELLULAR FEBRUARY	12.57
TDS METROCOM	LOCAL SERVICE FEBRUARY	1,123.02
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	591.48
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	420.00
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	5,699.75
CONSUMERS ENERGY	ELECTRIC 2004 AURELIUS	88.97
CONSUMERS ENERGY	GAS-2074 AURELIUS	4,485.95
ACE HARDWARE	4 MISC. MDSE.	3.36
MCDONALD ROOFING & SHEET	SNOW & ICE REMOVAL 2 SECTIONS OI	558.72
SAFETY SYSTEMS, INC	REPAIR SYSTEM (T&M)/ CSC	790.00
HUBBELL, ROTH & CLARK, INC	COST EST./PROPOSAL/CSC GEN	1,186.02
	Total For Dept 265.00 BUILDING & GROUNDS	18,307.09

Dept 276.00 CEMETERY		
SBAM PLAN	HEALTH INSURANCE MARCH	465.43
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	61.59
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	13.68
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	20.35
LANSING ICE & FUEL CO	GASOLINE CEMETERY	47.58
VERIZON WIRELESS	CELLULAR FEBRUARY	12.57
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	67.13
	Total For Dept 276.00 CEMETERY	688.33

Dept 281.00 STORMWATER		
SBAM PLAN	HEALTH INSURANCE MARCH	409.01
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	54.13
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	12.03
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	17.88
LANSING ICE & FUEL CO	GASOLINE STORMWATER	41.82
Total For Dept 281.00 STORMWATER		534.87

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 2/1-3/1/2014	6,590.66
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730	21,041.83
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043	126.53
HUBBELL, ROTH & CLARK, INC	RAMS TRAIL PROJECT - ENGINEER	4,278.93
HUBBELL, ROTH & CLARK, INC	CMAQ APP/COST EST RAM TRAIL	1,167.42
DELHI TOWNSHIP TREASURER	RECORD 3 EASEMENTS	109.80
DELHI TOWNSHIP TREASURER	RECORD RAM TRAIL EASEMENT	41.90
Total For Dept 446.00 INFRASTRUCTURE		33,357.07

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM PLAN	HEALTH INSURANCE MARCH	5,340.81
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	607.74
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	139.81
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	208.36
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	19.13
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOP	117.41
AMERICAN PLANNING	APA,CHAP/MI,AICP MEMBERSHIP	465.00
MI ASSOC. OF CODE ENFORCE	2014 MACEO DUES/LARNER	40.00
HUBBELL, ROTH & CLARK, INC	PRESTWICK VILLAGE APTS STUDY	628.44
HUBBELL, ROTH & CLARK, INC	STUDY PRESTWICK VILLAGE APTS	568.02
VERIZON WIRELESS	CELLULAR FEBRUARY	277.73
TDS METROCOM	LOCAL SERVICE FEBRUARY	55.82
DELHI TOWNSHIP TREASURER	RECORDING LIEN AGREEMENT	20.00
SCHAFFER'S INC.	SNOW & ICE REMOVAL 2269 WASH	103.50
SCHAFFER'S INC.	TRASH REMOVAL 6481 PLEASANT	420.00
SCHAFFER'S INC.	SNOW REMOVAL 1950 HOLLOWBR	120.75
SCHAFFER'S INC.	SNOW & ICE REMOVAL 2120 MOOR	103.50
SCHAFFER'S INC.	SNOW & ICE REMOVAL 2273 WASH	69.00
SCHAFFER'S INC.	SNOW & ICE REMOVAL 1133 CRANB	69.00
SCHAFFER'S INC.	SNOW & ICE REMOVAL 5691 AMBLE	86.25
SCHAFFER'S INC.	SNOW & ICE REMOVAL 4484 HARD	103.50
SCHAFFER'S INC.	SNOW & ICE REMOVAL 1765 FOXW	276.00
SCHAFFER'S INC.	SNOW & ICE REMOVAL 6913 AUREL	224.25
SCHAFFER'S INC.	SNOW & ICE REMOVAL 5905 MAC	189.75
SCHAFFER'S INC.	SNOW & ICE REMOVAL 6969 AUREL	207.00
SCHAFFER'S INC.	SNOW & ICE REMOVAL 6853 AUREL	172.50
TRACY L. C. MILLER	WINTER 2014 SEMESTER REIMBURS	1,000.00
MECHANICAL INSPECTORS	MIAM SPRING REGISTRATION	225.00
PLUMBING INSPECT ASSOC	APRIL CONFERENCE REGIST/SIMON	210.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		12,068.27

Dept 752.00 PARKS ADMINISTRATION		
SBAM PLAN	HEALTH INSURANCE MARCH	858.28
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	86.31
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	47.17

UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	70.35
VERIZON WIRELESS	CELLULAR FEBRUARY	81.14
TDS METROCOM	LOCAL SERVICE FEBRUARY	98.55
STATE OF MICHIGAN	PESTICIDE APPLICATION/PERDUE	75.00
STATE OF MICHIGAN	PESTICIDE APPLICATION/ZIEGLER	75.00
LANDSCAPE ARCHITECTS	KIWANIS PARK RESTROOM GRANT	1,000.00
Total For Dept 752.00 PARKS ADMINISTRATION		2,391.80

Dept 771.00 PARKS

LANSING ICE & FUEL CO	GASOLINE PARKS	417.32
MENARDS LANSING SOUTH	10' RATCHET	20.88
ACE HARDWARE	20 MISC. MDSE.	26.40
ACE HARDWARE	8 MISC. MDSE.	1.92
ACE HARDWARE	6 MISC. MDSE.	14.10
ACE HARDWARE	10 MISC. MDSE.	2.40
AMERICAN RENTAL	PORTABLE TOILET	70.00
GRANGER	DUMPSTER SERVICE	150.00
MODEL COVERALL SERVICE	UNIFORM PANTS	237.00
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	13.20
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	238.18
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	40.66
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	161.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	44.80
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	35.00
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	14.00
CONSUMERS ENERGY	ELECTRIC 1771 MAPLE	93.95
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	41.79
CONSUMERS ENERGY	ELECTRIC 4080 KELLER	70.60
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200	261.36
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS #PARK	1,177.82
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	1,218.34
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	23.52
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939	36.37
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939	375.62
CONSUMERS ENERGY	GAS 2108 CEDAR	65.92
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CTR	260.00
ACE HARDWARE	3 BAGS ICE MELT	41.97
MENARDS LANSING SOUTH	7 GLOSS BLACK PAINT	40.32
SUPERIOR SAW	GASKETS/FUEL LINE/FUEL FILTER/	171.53
BOBCAT OF LANSING	TURNLIGHT/LIGHT ASMBLY/MIRROR	137.24
BOBCAT OF LANSING	1 OIL FILTER/3 GALLONS OIL	72.60
CARQUEST THE PARTS PLACE	1 MINIATURE LAMP/#41	1.32
COMPLETE HITCH COMPANY	WIRE HARNESS/FITTING/LABOR	182.95
COMPLETE HITCH COMPANY	LIGHT BAR W/STEEL BRACKET	13.95
DEER CREEK SALES, INC	OIL AND AIR FILTERS/KABOTA	138.78
SCHNEIDER SHEET METAL	SHEET METAL TO REPAIR TRAILER	39.00
Total For Dept 771.00 PARKS		5,951.81

Dept 774.00 RECREATION

SBAM PLAN	HEALTH INSURANCE MARCH	1,027.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	80.89
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	22.53
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	33.66
DON LAMBIE	6 DOZ. MEN'S SOFTBALLS	234.00

M.A.S.A.	SOFTBALLS	544.00
JEFF BRYAN	OFFICIAL BASKETBALL	175.00
PAUL CROSBY	OFFICIAL BASKETBALL	100.00
DANIEL A. DUMENEY	OFFICIAL BASKETBALL	175.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
GERARD T. HOWLEY	OFFICIAL BASKETBALL	175.00
JOHN PATRICK LIERMAN	OFFICIAL BASKETBALL	150.00
RASHAWN MOLDEN	OFFICIAL BASKETBALL	75.00
ROBERTO RAMOS	OFFICIAL BASKETBALL	75.00
STEVEN E. ROGERS	OFFICIAL BASKETBALL	250.00
ZACH VANLIEW	OFFICIAL BASKETBALL	75.00
Total For Dept 774.00 RECREATION		3,292.84

Dept 850.00 OTHER FUNCTIONS

HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE MARCH	32.40
SBAM PLAN	RETIREES HEALTH INSUR MARCH	5,823.59
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	826.11
RICOH USA, INC.	COPIER MAINTENANCE	294.20
PITNEY BOWES GLOBAL	FOLDING MACHINE LEASE	189.00
Total For Dept 850.00 OTHER FUNCTIONS		7,165.30

Total For Fund 101 GENERAL FUND 100,472.80

Fund 206 FIRE FUND

Dept 336.00 FIRE DEPARTMENT

SBAM PLAN	RETIREES HEALTH INSUR MARCH	1,027.76
SBAM PLAN	HEALTH INSURANCE MARCH	8,095.95
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	1,484.02
SBAM PLAN	HEALTH INSURANCE MARCH	1,287.41
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	80.89
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	203.15
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	22.53
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	437.79
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	33.66
BARYAMES CLEANERS	UNIFORM CLEANING	205.25
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	37.99
LANSING ICE & FUEL CO	GASOLINE FIRE	1,045.63
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	79.09
HUNDRED CLUB OF LANSING	2014 MEMBERSHIP DUES	100.00
VERIZON WIRELESS	CELLULAR FEBRUARY	190.82
TDS METROCOM	LOCAL SERVICE FEBRUARY	43.81
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	156.75
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	35.00
Total For Dept 336.00 FIRE DEPARTMENT		14,567.50

Total For Fund 206 FIRE FUND 14,567.50

Fund 207 POLICE FUND

Dept 301.00 POLICE

INGHAM COUNTY TREASURER	POLICE CONTRACT FEBRUARY	199,237.50
Total For Dept 301.00 POLICE		199,237.50

Total For Fund 207 POLICE FUND 199,237.50

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

ACE HARDWARE	MASKING TAPE/BURSH WHEEL/	20.97
ACE HARDWARE	4 MISC. MDSE./AXE HANDLE/	36.98
ACE HARDWARE	STRAPS/EYE BOLTS/ROPE/16 MISC. MI	22.76
ACE HARDWARE	4 CLOTHES HOOKS/#698	9.96
ACE HARDWARE	WALL PLATE/TOGGLE SWITCH/#698	1.18
ACE HARDWARE	4 FLUR BULBS/#373	39.96
D & K TRUCK COMPANY	SWITCH & SEAT BELT/#037	182.94
FRANKIE D'S AUTO & TRUCK	LOF/2 FUEL FILTERS/ROTATE TIRES	427.00
HALT FIRE, INC.	PARTS & FREIGHT/#491	156.53
LAFONTAINE FORD, INC	PARTS & LABOR/#211	645.13
Total For Dept 339.00 EQUIPMENT & APPARATUS		1,543.41

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	1,543.41
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Fund 225 WATER IMPROVEMENT FUND

Dept 536.00 ADMINISTRATION & CONSTRUCTION

MID-MICHIGAN WATER AUTH	2014 MID MICHIGAN WATER AUTH	185.00
Total For Dept 536.00 ADMINISTRATION & CONSTRUCTION		185.00

Total For Fund 225 WATER IMPROVEMENT FUND	185.00
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Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 728.00 DDA ADMINISTRATION

SAM'S CLUB DIRECT	BLACK/COLOR/PRINTER INK	140.96
SAM'S CLUB DIRECT	MEMBERSHIP FEE/UNDERHILL	15.00
TDS METROCOM	LOCAL SERVICE FEBRUARY	126.48
Total For Dept 728.00 DDA ADMINISTRATION		282.44

Dept 729.00 DDA MARKETING & PROMOTION

BLOHM CREATIVE PARTNERS	11,200 COPIES JAN 2014 OUR TOWN	13,656.44
BLOHM CREATIVE PARTNERS	JAN OUR TOWN VIDEO FOOD BANK	650.00
BLOHM CREATIVE PARTNERS	JAN OUR TOWN ONLINE/EMAIL	650.00
BLOHM CREATIVE PARTNERS	JAN OUR TOWN FRAMED ARTICLES	300.00
BLOHM CREATIVE PARTNERS	FM COOK DEMO PRESS RELEASE	100.00
SAM'S CLUB DIRECT	COFFEE/POP/WATER/TABLE CLOTH	168.93
BLOHM CREATIVE PARTNERS	JANUARY WEB MAINTENANCE	395.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		15,920.37

Dept 850.00 OTHER FUNCTIONS

GRANGER	DUMPSTER SERVICE	130.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF-DDA	355.00
VERIZON WIRELESS	CELLULAR FEBRUARY	12.56
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	106.18
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	27.91
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	35.58
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	14.00
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	38.50
CONSUMERS ENERGY	ELECTRIC 1465 CEDAR	45.90
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	315.90
CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	131.29
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	166.79
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	1,389.26

CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	196.36
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	146.85
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	249.15
CONSUMERS ENERGY	GAS-2045 CEDAR	693.20
CONSUMERS ENERGY	GAS-2150 CEDAR	544.99
CONSUMERS ENERGY	GAS 1465 CEDAR	238.30
Total For Dept 850.00 OTHER FUNCTIONS		<u>4,837.72</u>

Dept 905.00 DEBT SERVICE		
SOUTH CEDAR DISTRIBUTORS	PRINC PYMT-2052 CEDAR LAND	6,250.00
SOUTH CEDAR DISTRIBUTORS	INTER PYMT-2052 CEDAR LAND	369.86
Total For Dept 905.00 DEBT SERVICE		<u>6,619.86</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 27,660.39

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

MIDSTATE DEVELOPMENT	Sewer Usage	144.78
MIDSTATE DEVELOPMENT	Basic Service Charge	48.75
MIDSTATE DEVELOPMENT	IPP	5.73
PISELLI, JOSEPH	Basic Service Charge	8.25
ROYSTON, RICHARD & SUSAN	Basic Service Charge	25.50
SARATA, MARIA	Basic Service Charge	33.60
SHAW, HOWARD	Basic Service Charge	47.65
TRIERWILER, JAYNE	Basic Service Charge	78.75
SBAM PLAN	RETIREEES HEALTH INSUR MARCH	103.28
IRISH CONSTRUCTION CO	LSD PROJ/FM/LSD PYMT 24	20,333.25
FREDRICKSON SUPPLY, LLC	GB MANIFOLD PKG RETROFIT	596.97
IRISH CONSTRUCTION CO	RETAINAGE PAYABLE	5,335.49
Total For Dept 000.00		<u>26,762.00</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	RETIREEES LIFE INSURANCE MARCH	16.20
SBAM PLAN	RETIREEES HEALTH INSUR MARCH	2,373.21
ICS MARKETING SERVICES	APRIL-JUNE SEWER BILL POSTAGE	7,800.00
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		<u>10,189.41</u>

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM PLAN	HEALTH INSURANCE MARCH	12,030.61
DELTA DENTAL PLAN OF	DENTAL INSURANCE MARCH	1,592.02
HARTFORD LIFE INSURANCE	LIFE INSURANCE MARCH	353.81
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MARCH	525.93
LANSING ICE & FUEL CO	GASOLINE DPS	1,229.99
BARYAMES CLEANERS	UNIFORM DRYCLEANING	57.15
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	82.63
AIRGAS USA, LLC	CYLINDER RENTAL	133.67
D & G EQUIPMENT INC	MS362 CHAIN SAW/SPARE CHAINS	611.68
HASSELBRING-CLARK	EXCESS COPIES/MAINTENANCE	77.21
ACE HARDWARE	1 TAPE RULER	13.99

ACE HARDWARE	2 MARKING PAINT	14.98
ALEXANDER CHEMICAL CORP	CREDIT	(180.00)
ALEXANDER CHEMICAL CORP	ACETIC ACID	1,200.00
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	10,644.00
HUBBELL, ROTH & CLARK, INC	SS METERING METER DATA REVIEW	2,157.12
HUBBELL, ROTH & CLARK, INC	GENERAL ENGINEERING SERVICES	2,675.94
HUBBELL, ROTH & CLARK, INC	SS REVIEW PRESTWICK VILLAGE	222.90
HUBBELL, ROTH & CLARK, INC	SS DETAIL SHEET & DESIGN	731.55
UNITED PARCEL SERVICE	SHIPPING CHARGES	29.60
GRANGER	DUMPSTER SERVICE	201.21
VERIZON WIRELESS	CELLULAR FEBRUARY	438.65
COMMUNICATIONS SERVICES	REPAIR RADIOS	315.50
TDS METROCOM	LOCAL SERVICE FEBRUARY	392.95
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	166.18
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	561.27
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	166.18
BOARD OF WATER & LIGHT	WATER 3505 HOLT	76.66
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	72.00
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	161.00
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	188.50
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	68.76
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	99.52
CONSUMERS ENERGY	ELECTRIC-4280 DELL	519.24
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	410.55
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	534.02
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	140.80
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	17,804.63
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723	48.18
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	332.18
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	146.08
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	3,229.61
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	544.31
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	1,836.12
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	624.04
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	243.18
CONSUMERS ENERGY	GAS-1490 AURELIUS	873.72
CONSUMERS ENERGY	GAS-1492 AURELIUS	1,662.47
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	7,695.42
CONSUMERS ENERGY	GAS-5961 MC CUE #2	112.02
CONSUMERS ENERGY	GAS-5961 MC CUE #3	660.24
CONSUMERS ENERGY	GAS-3505 HOLT	79.95
CONSUMERS ENERGY	GAS-2481 DELHI COMM	71.92
CONSUMERS ENERGY	GAS-4280 DELL	345.55
CONSUMERS ENERGY	GAS 5961 MC CUE #4	3,021.40
CONSUMERS ENERGY	GAS 1494 AURELIUS	585.06
CONSUMERS ENERGY	GAS-1988 WAVERLY	106.02
BRADY LAWN EQUIPMENT	OIL & LABOR/HONDA GENERATOR	51.25
ACE HARDWARE	FAUCET HANDLE/SHOWER	12.99
ACE HARDWARE	GUMOUT START FLUID/SPARK PLUG	12.47
CARQUEST THE PARTS PLACE	(3) 32 OZ DE-ICER	27.57
CATHEY COMPANY	16' SKIRT BOARDING	46.82
SAM'S CLUB DIRECT	PALMOLIVE DISH SOAP	69.12
SAM'S CLUB DIRECT	1 TOILET TISSUE	19.62
CARQUEST THE PARTS PLACE	2 HD AIR FILTERS	42.50

INTERSTATE BATTERIES OF	BATTERY/ST. LAWRENCE L.S.	121.95
J.G.M. VALVE CORPORATION	PARTS FOR VAUGHN PUMP/LSD	2,254.00
J.G.M. VALVE CORPORATION	FREIGHT	60.75
FREDRICKSON SUPPLY, LLC	CREDIT	(439.00)
FREDRICKSON SUPPLY, LLC	CREDIT	(25.00)
GRAINGER	(2) 5B397 TIMER RELAY	275.70
JACK DOHENY SUPPLIES, INC	TEST BALL & FREIGHT/VACTOR	416.65
JACK DOHENY SUPPLIES, INC	2 NOZZLES & SHIPPING	161.65
USA BLUE BOOK	PRESSURE SWITCHES	849.96
USA BLUE BOOK	SHIPPING	13.74
ACE HARDWARE	LUBE/BOX/LAMPHOLDER/HAL BULB	33.45
CARQUEST THE PARTS PLACE	(10) 14 OZ LITHIUM	34.90
CARQUEST THE PARTS PLACE	1 HALOGEN CAPSULE/TRUCK	2.49
M TECH COMPANY	LIGHT BULBS FOR CAMERA HEAD	164.46
M TECH COMPANY	VEEDER ROOT FOOTAGE COUNTER	195.00
M TECH COMPANY	SHIPPING & HANDLING NTE 50.00	48.95
FREDRICKSON SUPPLY, LLC	GB MANIFOLD/PULSE GEN./FREIGHT	565.45
OVERHEAD DOOR OF LANSING	SPRINGS & LABOR/DOOR 6 MAINT	538.46
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINT	260.00
SAFETY SYSTEMS, INC	REPAIR SYSTEM (T&M)/MAINT	810.00
HASSELBRING-CLARK	PRINT HEAD	145.00
M TECH COMPANY	PARTS/LABOR/FREIGHT-NIGHT OWL	530.65
ACE HARDWARE	4 SPRAY PAINT	15.96
ACE HARDWARE	4 SPRAY PAINT/NUMBER KIT	29.44
CARQUEST THE PARTS PLACE	1 GM WHITE PAINT	10.48
FRANKIE D'S AUTO & TRUCK	LOF/BRAKE CABLE/SENSOR	277.00
TASMANIAN TIRE CO.	REPAIR FLAT TIRE/#10	10.00
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	<u>86,973.93</u>

Dept 578.01 CAPITAL IMPROVEMENTS

IRISH CONSTRUCTION CO	LIFT STATION D IMPROVEMENTS	30,152.73
	Total For Dept 578.01 CAPITAL IMPROVEMENTS	<u>30,152.73</u>

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 154,078.07

Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND

Dept 735.00 LOCAL SITE REMEDIATION

FOSTER, SWIFT, COLLINS	ENVIRONMENTAL LEGAL FEES	3,022.50
YOUNG'S ENVIRONMENTAL	GLYCOL CLEAN-UP/2052 CEDAR	2,795.00
	Total For Dept 735.00 LOCAL SITE REMEDIATION	<u>5,817.50</u>

Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND 5,817.50

Fund 701 TRUST & AGENCY FUND

Dept 000.00

INGHAM COUNTY TREASURER	TRAILER PARK FEES JANUARY	2,130.00
C. J. DAVIS	AFLAC_URM (FSA)	955.53
GREATER LANSING MONUMENT C	NICHE COVER LETTERING	45.00
	Total For Dept 000.00	<u>3,130.53</u>

Total For Fund 701 TRUST & AGENCY FUND 3,130.53

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

STATE OF MICHIGAN	DELHI TWP 2013 IFT	47,166.52
E R INVESTMENTS LLC	REFUNDS DUE TAXPAYERS	2,806.84
E TITLE	REFUNDS DUE TAXPAYERS	175.15
HULTEEN, JAMES E & SUZANNE M	REFUNDS DUE TAXPAYERS	65.05
HULTEEN, JAMES E & SUZANNE M	REFUNDS DUE TAXPAYERS	188.97
MICHAEL & MARY ELLEN LYNCH	REFUNDS DUE TAXPAYERS	500.00
SCHAFFER & DAUGHTERS INC	REFUNDS DUE TAXPAYERS	1,455.98
	Total For Dept 000.00	<u>52,358.51</u>

Total For Fund 703 CURRENT TAX ACCOUNT 52,358.51

Total For All Funds: 559,051.21

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated March 13, 2014**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106621 through 106649 & direct deposits numbers: DD17557 through DD17635. 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: March 13, 2014

Director of Accounting

II. Payroll Report

The March 13, 2014 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$69,600.99	\$20,263.32	\$49,337.67
Fire Dept. Fund	44,533.57	13,896.35	\$30,637.22
DDA	2,437.34	356.39	\$2,080.95
Sewer Fund/Receiving	37,941.97	11,150.25	\$26,791.72
Total Payroll	\$154,513.87	\$45,666.31	\$108,847.56
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$5,041.02	\$5,762.25	\$31,066.59
Fire Dept. Fund	3,348.13	3,002.19	20,246.67
DDA	133.88	25.45	515.72
Sewer Fund/Receiving	2,736.01	3,259.88	17,146.14
Total Payroll	\$11,259.04	\$12,049.77	\$68,975.12

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on March 13, 2014 and identified as follows:

03/13 Net Pay Disbursement in Common Savings (\$108,847.56)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on March 18, 2014, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated March 13, 2014 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: March 12, 2014

RE: Proposal for Engineering Services – Eifert Road Force Main Replacement – Hubbell, Roth & Clark, Inc.

Enclosed for your review and approval is a Proposal for Engineering Services from Hubbell, Roth & Clark, Inc. in the amount of \$86,330 for the replacement of the Eifert Road Force Main.

As you may recall, last summer the Township went through significant efforts to replace a portion of the Eifert Road Force Main that had corroded and began leaking/collapsing. During the replacement process we began to investigate the extent of the corrosion throughout the length of the pipe and discovered that much of the force main was indeed compromised and needed complete replacing.

With that in mind, the Township solicited HRC to provide us with an engineering proposal for the replacement of the force main. In November 2013 the Board approved the submittal of a Stormwater, Asset Management and Wastewater (SAW) grant application which included, among other things, the replacement of the Eifert Road Force Main. If we are awarded this grant ninety percent of our engineering costs associated with this project would be eligible for reimbursement. Regardless of the grant though, the Eifert Road Force Main needs to be replaced and is budgeted for in the 2014 Sewer Fund Budget.

Therefore, I recommend approval of the Proposal for Engineering Services for the Eifert Road Force Main Replacement.

Recommended Motion:

To approve the Proposal for Engineering Services from Hubbell, Roth & Clark, Inc. in the amount of \$86,330 for the Eifert Road Force Main Replacement Project.

INTEROFFICE MEMORANDUM

TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: ENGINEERING SERVICES – EIFERT ROAD FORCE MAIN REPLACEMENT (TOPOGRAPHIC SURVEY, DESIGN AND CONSTRUCTION PERMITS)
DATE: MARCH 11, 2014
COPY TO: FILE

In 2011, we experienced a leak in the force main along Eifert Road between the Eifert Road lift station and Holt Road, a repair clamp was immediately installed over the leak. In 2013, a second leak occurred in April and a third in June.

After the third incident, staff decided to dig up and replace the section of pipe where the leaks occurred. At the end of the first batch of replacement pipe, we had not yet reached good pipe. We decided to continue replacing the pipe for a second day in hopes of finishing. At the end of the second day, the existing pipe condition was still poor.

During pipe replacement and the subsequent investigation to determine the extent of pipe damage, Hubbell, Roth & Clark (HRC) was retained as consulting engineers. The investigation revealed the 1981 ductile iron pipe was corroding from the outside toward the inside almost the entire length.

After reviewing the results of the assessment with HRC, staff, Barnhart and Son, and you, all agreed the Township's best course of action was replacement of the entire 7,000 lineal feet (LF) of force main between the Eifert Road lift station and the outlet manhole located about 600 feet north of Wilcox Road.

To that end, the Township requested HRC submit a proposal for the following: performing a topographic survey of the proposed new force main location (the existing survey is over 30 years old); performing design engineering for the force main replacement; and acquiring the construction permits from the Ingham County Drain Commission (ICDC), Ingham County Road Commission (ICRC), and the Michigan Department of Environmental Quality (MDEQ).

Please note if the Township is awarded the Stormwater Asset Management and Wastewater (SAW) grant applied for last year, ninety percent of the engineering cost for the Eifert Road force main assessment and this proposal would be eligible for reimbursement.

I respectfully request you ask the Township Board to approve the proposal from HRC to perform a topographic survey; provide design engineering; and obtain construction permits to replace the Eifert Road force main for a total cost of \$86,330.00. This project was budgeted for and is included in the Capital Improvements 2014 budget.



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

Senior Associates
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit

Associates
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

February 25, 2014

Delhi Charter Township
1492 Aurelius Road
Holt, Michigan 48842

Attn: Ms. Sandra Diorka, Director of Public Services

Re: Eifert Road Force Main Replacement
Proposal for Engineering Services

HRC Job No. 20130633

Dear Ms. Diorka:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this engineering services proposal for replacing the discharge force main from the Eifert Road Lift Station. We understand that this force main, originally constructed in about 1981 of Ductile Iron Pipe (DIP), is corroding from the outside at many locations along its length. In one area, approximately 200 LF of DIP was recently replaced with pressure rated PVC pipe along the same alignment as the existing force main.

STATEMENT OF UNDERSTANDING

This past summer, the Township retained Barnhart Excavating to excavate at several locations along the force main to help determine if and where the force main is corroding. We understand that the DIP force main is definitely corroding between the Eifert Road Lift Station and Holt Road and that the Township wishes to replace the entire approximate 7,000 LF of force main between the Lift Station and the outlet manhole located about 600-feet north of Wilcox Road.

In conversations between Barnhart and the Township, Barnhart indicated that it would be more cost effective to locate the new force main along a different alignment than the existing force main because of the significant costs of pump and hauling the raw sewage from the Eifert Road Lift Station during the new force main construction. There is a Lansing Board of Water & Light (LBWL) water main located along the same stretch of Eifert Road as the force main. This adds complexity to maintaining the regulatory minimum 10-foot horizontal separation between the water lines and lines for placement of a new main along the same route..

For this proposal, we are assuming that the new force main will be placed at a different alignment than the existing force main. Based on this and the fact that the existing topographic survey is over 30 years old, we recommend that a new topographic survey be performed.

Permits will be required from the Ingham County Drain Commissioner (ICDC), the Ingham County Road Department (ICRD), and the Michigan Department of Environmental Quality for the Part 41 construction permit and possibly for wetlands if they should be delineated and crossed during construction.

SCOPE OF SERVICES

- 1. Topographic Survey** – We propose the new survey to include the entire length of the force main between the Eifert Road Lift Station and the manhole into which the force main discharges for a width of 100-feet. The survey will be performed along the route determined and will be 80 to 100-foot wide.

Y:\201306\20130633\06_Corrs\Proposal\20140225_Eifert Prop.docx

801 Broadway NW, Suite 215
Grand Rapids, Michigan 49504
Telephone 616 454 4286 Fax 616 454 4278
www.hrc-engr.com

Engineering. Environment. Excellence.

MISS DIG will be contacted for flagging underground utilities including the LBWL water main, Consumers Energy, cable television and the Township will flag the existing force main and sewer pipes and services.

The survey will include horizontal and vertical positioning of surface features such as drive approaches, sidewalks, fire hydrants, trees 6-inches and larger diameter, utility poles, soil borings and underground utilities as flagged by MISS DIG, etc.

2. **Design Engineering** – HRC will perform design engineering services for the force main replacement. The new force main would be 10” diameter, AWWA C-900, PVC pipe. Air/vacuum valves will be included and tracer wire along the force main with markers to force main location along the right-of-way. A pigging station will be included. The design will include plan and profile drawings of the new force main, standard details, air/vacuum valve and pigging station details, specifications, general conditions, and contract forms. The drawings will be detailed for use in Bidding and Construction of the new force main. HRC will submit 50% and 90% design drawings and specifications for Township review and comment. Upon receipt of 90% design review comments, HRC will finalize the drawings and specifications.
3. **Permits** – After completion of the 90% plans and specifications, HRC will prepare permit applications including required attachments for the ICDC, ICRD, and the MDEQ for the Part 41 Construction Permit, and if required, the Joint Permit for construction in wetlands. Fees that may be required with the permit applications can be paid by HRC and invoiced to the Township for reimbursement, if that is acceptable to the Township.

BUDGET

HRC proposes to perform the scope of services described above on a time-and-materials basis as indicated below. These costs should be eligible for the MDEQ SAW Grant program such that the Township could receive a grant for up to 90% of these costs.

Work Item	Estimated Hours	Cost
1. Topographic Survey	233	\$ 21,140
2. Design	556	\$ 54,430
3. Permits	62	\$ 5,760
Permit Costs		\$ 5,000
Total	851	\$ 86,330

WORK NOT PRESENTLY INCLUDED IN OUR SCOPE

We have not included the following items

- Performance and cost of soil borings and geotechnical engineering during the design and construction phases. We understand the Township typically has SME or another firm perform these services directly for them. We will assist the Township by working with the geotechnical firm selected in locating the soil borings.
- Costs of easements or acquisition
- Permit fees beyond the allowance included above
- Bidding
- Construction Engineering
- Observation during construction



PERSONNEL

Tom Grant, P.E. will serve as the project manager. Dan Royal, process engineer will perform design engineering services. George Hubbell, P.E., President, will serve as the Principal in Charge for this project. Jamie Burton, P.E. will perform QA/QC reviews and assist with overall project management.

We appreciate this opportunity to serve Delhi Township on this project.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

A handwritten signature in black ink, appearing to read 'G. Hubbell', written over a horizontal line.

George E. Hubbell, P.E., BCEE
President

A handwritten signature in black ink, appearing to read 'Thomas M. Grant', written over a horizontal line.

Thomas M. Grant, P.E., BCEE
Project Manager

TMG/jfb
pc: HRC; File

Accepted By:
Delhi Charter Township

Signature: _____

Written Name: _____

Title: _____

Dated: _____

DELHI CHARTER TOWNSHIP**MEMORANDUM**

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: March 12, 2014

RE: POTW Laboratory Building – Existing HVAC System Condition Assessment and Future HVAC Plan

Enclosed for your review and approval is a proposal from Hubbell, Roth & Clark, Inc. in the amount of \$22,160 to evaluate the existing HVAC System and provide an HVAC Plan for the future.

This laboratory building is a multipurpose building originally constructed in 1978. It has been remodeled several times throughout the years to serve multiple functions since the original construction. Throughout the years, separate HVAC systems had been installed or modified to meet the purpose of each building component. In addition to the laboratory other uses include a water conditioning room, a chlorine storage/feed system, a liquid chemical storage/feed system, multiple offices and a restroom.

A majority of the mechanical components to the HVAC system are over twenty years old and need replacement with an up-to-date control system. We think it is best to take a step back and evaluate the system needs for the whole building based upon current and near future uses of this building.

Therefore, we have requested HRC provide us with a proposal in which they would first conduct an “Existing HVAC System Condition Assessment” and then develop a “Future HVAC Plan” that incorporates current and future needs of the building.

Recommended Motion:

To approve the proposal for the POTW Laboratory Building Existing HVAC System Condition Assessment and Future HVAC Plan from Hubbell, Roth & Clark, Inc. in the amount of \$22,160.

INTEROFFICE MEMORANDUM

TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: PUBLICLY OWNED TREATMENT PLANT LABORATORY BUILDING
HVAC ENGINEERING SERVICES
DATE: MARCH 11, 2014
COPY TO: FILE

The Publicly Owned Treatment Plant's (POTW) laboratory heating ventilation and air conditioning (HVAC) system is very sophisticated due to the human health and safety aspects of the laboratory. In 1999, Siemens was selected to design and install a new HVAC control system for the laboratory and adjacent office spaces due to their laboratory expertise and experience with Michigan State University laboratories. At that time, the mechanical portion of the system remained intact, only new controls were added.

In 2013, replacement of the control system "brain" and integration into the Community Services Center Human Machine Interface (HMI) was budgeted for at \$21,070 as the 1999 controller is well outdated. This purchase was delayed.

The past winter brought several issues to the fore front:

- The mechanicals for the whole building range in age from 22 to 36 years
- The heat exchanger providing heat for the laboratory space cannot be replaced if it fails
- There are three separate HVAC "systems" for the lab, old alum chemical storage area (now used for storage), and the old chlorine room (now used for screen building equipment) – all within the same building.
- The system for the chemical storage area is sized for complete outside air supply and does not provide air conditioning. It is very expensive to run and does not provide for human occupation.
- The system for the chlorine room is completely sealed off from the rest of the building, provides heat only, and does not provide for human occupation.

Before investment in only the laboratory space HVAC control system, I recommend evaluating the building space as a whole. Forward thinking is required to plan for the ultimate use of existing building space. For example, the chemical storage and chlorine

area could be converted to extra laboratory space, sample receiving, Industrial Pretreatment Program sample processing, and or office space.

In order to plan for and include these improvements in the Capital Improvement Plan and/or budget for needed HVAC building improvements, an engineering study must be performed to determine what is needed and the estimated costs.

To that end, I requested a proposal from Hubbell Roth and Clark Incorporated (HRC) for the same. This study was not budgeted however due to the uncertain performance of the laboratory heating unit, I recommend it be performed as soon as possible such that needed replacements can be made in 2015.

I respectfully request you recommend the Board approve the proposal from HRC for POTW Laboratory Building HVAC Condition Assessment at a cost not to exceed \$2,163 and a future HVAC Plan at a cost not to exceed \$19,997.



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
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Senior Associates
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
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Associates
Jonathan E. Booth
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Marvin A. Olane
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

March 11, 2014

Delhi Charter Township
Department of Public Services
1492 Aurelius Road
Holt, Michigan 48842

Attn: Ms. Sandra Diorka, Director

Re: POTW Laboratory Building
Existing HVAC System Condition Assessment
and Future HVAC Plan

HRC Job No. 20140119

Dear Ms. Diorka:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to present this proposal to perform an Existing HVAC System Condition Assessment and Future HVAC Plan of the Heating, Ventilating and Air Conditioning (HVAC) system at the POTW Laboratory Building. We understand the Township has been experiencing operation and control problems with this system. The existing system was first installed during the construction of the Laboratory building in the late 1970s and significantly modified during the mid-1990s POTW improvements project. The system has undergone various additional modifications over the years such as a new boiler, chiller, and Siemens DDC control system. Further, the utilization of various rooms/portions of the Laboratory Building has changed over time. However, the existing HVAC systems serving these various areas remain the same and have not been updated for the new utilizations.

The scope and effectiveness of past installations is not well documented. In general it is our understanding that the HVAC systems do not maintain consistent temperatures in both summer and winter and do not consistently provide sufficient pressure control in the laboratory.

It is our understanding that Delhi Township would like to make improvements to the existing Laboratory Building HVAC System so that it operates properly, is energy efficient, is easily controlled, and meets the current and proposed future needs of the laboratory area, offices, and all of the adjacent existing rooms.

EXISTING CONDITIONS

The Laboratory Building currently contains several rooms and associated HVAC systems/components as described in the attachment hereto.

\\WH16\Projdocs\201401\20140119\06_Corrs\Proposal\20140311proposal.docx

801 Broadway NW, Suite 215
Grand Rapids, Michigan 49504
Telephone 616 454 4286 Fax 616 454 4278
www.hrc-engr.com

Engineering. Environment. Excellence.

PROPOSED SCOPE OF SERVICES

HRC proposes the following scope of services to evaluate the existing HVAC systems in the Laboratory Building and develop an approach to modify and improve the systems to meet the present and future needs of Delhi Township.

Our approach includes a comprehensive investigation and assessment of the existing HVAC system. We believe this is necessary to understand the existing conditions and equipment parameters. We have found that there is limited documentation of the existing systems and equipment. As a result we will need to perform more detailed field investigation to determine what exists in terms of capacities, condition, and service. It is our intent to arrive at a solution which meets your needs while being as economical as possible.

Our approach will include the following tasks.

1. Visit the facility to gather information and documentation on the laboratory HVAC systems. In addition we will interview stakeholders who are involved with the use and operation of the building including occupants, maintenance staff, and management to understand the existing problems as well as the needs of the facility for present and future uses. We will perform a detailed inspection of the building and systems to gain a complete understanding of the existing HVAC systems. We will collect detailed nameplate data in order to gather all the information needed.
2. Based on field data and nameplate data, we will gather additional information from manufacturers and suppliers on existing equipment capacities including pumps, air handling units, boiler, chiller, and fans to supplement data gathered in the field. Additionally, we will contact Siemens to get information on the existing control system.
3. We will review the systems and equipment drawings, data, and information collected to determine existing capacities and capabilities to meet desired system performance. An Existing HVAC System Condition Assessment will be performed.
4. After performance of the Existing HVAC System Condition Assessment, a Future HVAC Plan will be developed for system improvements including reconfiguration, changes in equipment performance, system redesign, and reuse opportunities of existing equipment. Schematic figures will be included. The Plan will include areas adjacent to the laboratory where utilizations are changing such as in the storage and chemical rooms. Our analysis will also include an evaluation of structural and electrical impacts on the facility to implement the proposed system changes. Structural impacts may include necessary structural modifications to support new equipment in alternate locations or supported via alternate means. Electrical impacts would include necessary modifications to support connection of new or replacement equipment. The Future HVAC Plan will include best practices using current technology to develop a system which meets present and future needs using current energy efficient

equipment and technologies. This HVAC system would provide the best performance and likely include a reasonable payback period based on energy efficiency.

5. Develop opinions of cost as part of the Future HVAC Plan. The opinion of cost would also include the possible payback for using energy savings systems and equipment.
6. Develop a proposed schedule for implementation for the proposed including engineering design and construction.
7. Develop a preliminary report describing our findings and recommendations. The report would include the following.
 - a. EXECUTIVE SUMMARY - A description of the problems followed by descriptions of the solutions as well as costs and schedules.
 - b. EXISTING CONDITIONS - A detailed description of the systems, current problems, and contributing factors to the problems being experienced.
 - c. PROPOSED SOLUTIONS –Proposed solutions and options for system improvements or replacement including estimated construction and O&M costs.
 - d. RECOMMENDATIONS –Recommendations of the proposed solution including a discussion of possible phased approaches for implementation over time.
 - e. SCHEDULE –The design and construction schedules associated with each option.
8. Submit the preliminary report to Delhi Township for review.
9. Meet with personnel at Delhi Township to review the preliminary report and receive comments and input for finalizing the report.
10. Incorporate comments, finalize the report, and issue to Delhi Township.

PROJECT TEAM

HRC will be using **Bill Orintas, P.E.** of High Pointe Engineering to perform the evaluation and conceptual design. Bill is a mechanical engineer with over 40 years of experience in the evaluation, design and construction of HVAC systems for wastewater and water plants, industrial, and commercial facilities. **Tom Grant, P.E.** will serve as the project manager due to his experience and knowledge of the POTW facility and staff. **James Burton, P.E.** will monitor budgets and address any Township concerns.

SCHEDULE

We are prepared to start on this study within one week of your authorization and anticipate four weeks to complete the preliminary report. A considerable portion of this time is anticipated to be required for getting information from third parties and thus may delay the project if the information is not received in a timely manner.



COST OF SERVICES

HRC proposes to perform the Existing HVAC System Condition Assessment (refer to attachment) on a time-and-materials basis for a not to exceed cost of \$2,163 and the Future HVAC Plan for a not to exceed cost of \$19,997. These costs would not be exceeded without prior authorization from Delhi Township.

We appreciate this opportunity to be of continued service to the Township and look forward to performing this evaluation. If you have any questions or require any additional information, please contact the undersigned.

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

A blue ink signature of George E. Hubbell II, consisting of a stylized, cursive script.

George E. Hubbell II, P.E., BCEE
President

A blue ink signature of Jamie Burton, consisting of a stylized, cursive script.

Jamie Burton, P.E., LEED[®] AP BD+C, CFM
Associate

BO/tmg,jfb
pc: B. Orintas; High Pointe Engineering
HRC; J. Burton, File

Accepted By:
Delhi Charter Township

Signature: _____

Written Name: _____

Title: _____

Dated: _____

EXISTING CONDITION ATTACHMENT

The operations office area includes rooms (207), (206), and storage room (215). These rooms/areas are served by a fan-coil unit located in the mezzanine above the storage room and office. The mezzanine is a very tight location and appears to make maintenance of the air handling equipment and pumps very difficult. This unit provides heating, ventilating, and air conditioning of the offices. In addition, fin-tube radiation is provided at the outside walls of each of these rooms. It is our understanding that this HVAC system does not provide adequate performance and that temperatures fluctuate in both summer and winter. In addition, it is understood that there is inadequate heating in winter which has been heightened in the recent extended cold weather.

The laboratory area includes the laboratory (201), hall (214), balance room (202), bacteriological lab (203), office (205), and the restroom (208). These areas are served by HVAC unit MAU-4 located on the roof above the office/hallway. MAU-4 provides heating, ventilating, and air conditioning of the laboratory area rooms. In addition, a make-up air system is included to provide heated make-up air to the laboratory hoods consisting of heating coil HC-1 and supply fans SF-4 and SF-5. This system was intended to provide heated make-up air with no cooling and is not currently being used. There are also hot water reheat coils in the MAU-4 duct system to duct branches to the balance room (202), bacteriological lab room (203), and office room (205) which are intended to provide additional temperature control. Hot water fin-tube radiation is provided at the outside walls of each of these rooms for zone temperature control in winter. Temperature control was originally provided using thermostats in the laboratory room 202 and in each of the other rooms including the balance room (202), bacteriological lab room (203), and office room (205). The thermostat in the laboratory controlled the heating and cooling coils in MAU-4 while the thermostats in the remaining rooms in the laboratory area controlled only the reheat coils. Pressure control was originally provided using differential pressure controllers in the lab and surrounding rooms. These controllers apparently actuated various dampers in an attempt to maintain the lab at a negative pressure relative to the surrounding rooms. Temperature and pressure control is currently provided by a Siemens DDC control system. The scope of this control system is not fully known at this time. It is our understanding that this HVAC and control system does not provide adequate performance and that temperatures and pressures fluctuate in both summer and winter. In addition it is understood that there is inadequate heating in winter which has been heightened in the recent extended cold weather.

The former chemical feed room is now being used as a storage room. This area is served by a make-up unit MAU-2 which is located in the room and suspended from the ceiling. In addition there are two roof mounted exhaust fans, an un-labeled fan, and EF-7 which were intended to work with MAU-2 to provide 100% outside air ventilation. This system was originally controlled by a room thermostat and differential pressure controls. The existing 100% outside air ventilation system is no longer necessary and it wastes considerable energy. The outside air louver has been blocked off in an attempt to reduce energy consumption. However, this modification may be affecting pressure control in the adjacent laboratory. This system is not suitable for future room

utilizations which may include continued storage or other uses because it wastes energy and does not contain air conditioning.

The chemical storage room is currently ventilated and heated using the make-up air unit in the former chemical feed room and an exhaust fan on the roof of the chemical storage room. This system currently functions as part of the chemical room system. It is not clear if or how this system is controlled by the Siemens DDC control system.

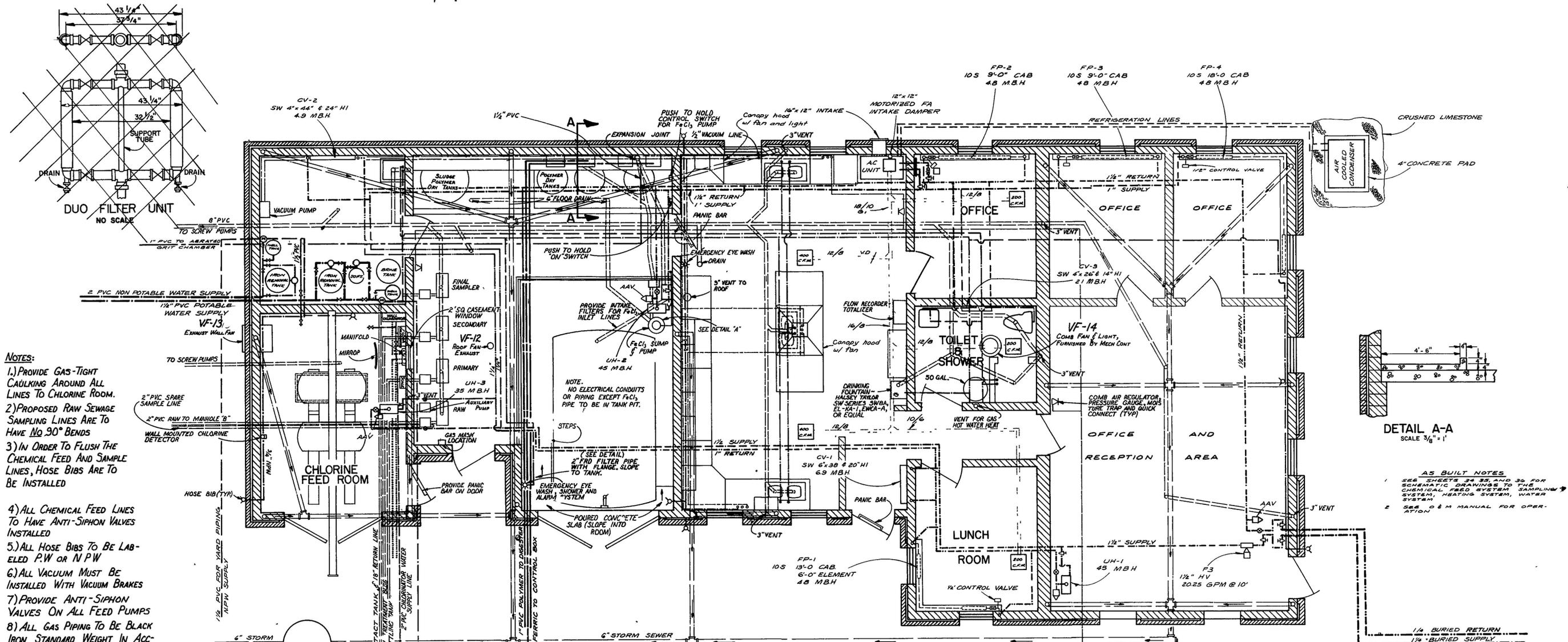
The former chlorine feed room is no longer being used for that purpose. This area is served by a make-up unit MAU-3 which is located on the roof. In addition there is an exhaust fans EF-6 which was intended to work with MAU-3 to provide 100% outside air ventilation. This system was originally controlled by a room thermostat and fan switch. Currently this room is not being used. The existing 100% outside air ventilation system is no longer necessary and wastes considerable energy. This ventilation system is not suitable future room utilizations which may include storage or other uses.

UNIT HEATER SCHEDULE

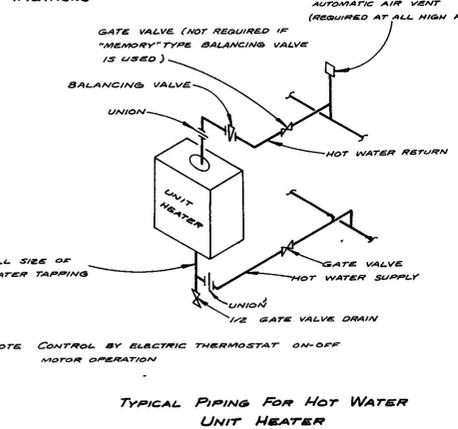
UNIT HEATER No	UH-1	UH-2	UH-3	UH-4	UH-5	UH-6	UH-7	UH-8	UH-9
AREA SERVED	LAB WKSPT	LAB CHEM FEED	LAB CHEM FEED	S T BLDG	ST BLDG	P&P BLDG	P&P BLDG	EX GAR	EX GAR
TYPE	HORIZ	HORIZ	HORIZ	HORIZ	HORIZ	HORIZ	HORIZ	HORIZ	HORIZ
CFM @ 70°	1535	1535	1100	1760	1760	591	1100	1760	1760
ENT & LVS	60	60	60	60	60	60	60	60	60
AIR TEMP °F	90.5	90.5	86.9	96.6	96.6	83.5	86.9	96.6	96.6
BTU/HR	50.8	50.8	32.1	63.8	63.8	15	32.1	63.8	63.8
ENT WATER TEMP °F	180	180	180	180	180	180	180	180	180
ENT WATER GPM	5.23	5.23	3.3	7.2	7.2	1.55	3.3	7.2	7.2
MAX WATER ΔP FT	6'	6'	25'	125'	125'	1'	21'	125'	125'
MOTOR HP	1/8	1/8	1/8	1/8	1/8	1/20	1/8	1/8	1/8
MANUFACTURE OR EQUAL	TRANE	TRANE	TRANE	TRANE	TRANE	TRANE	TRANE	TRANE	TRANE
MODEL	100S	100S	70S	126S	126S	42S	70S	126S	126S
	HS345	HS345	HS280	HS455	HS455	HS160	HS280	HS455	HS455

CONVECTOR SCHEDULE

CONVECTOR No	CV-1	CV-2	CV-3	CV-4	CV-5	CV-6	CV-7	CV-8
LOCATION	LAB-LAB	LAB-Store	LAB-TOIL	DiG Comp Rm	DiG ENTR	DiG BSMT	ST Bldg 1st	ST Bldg 2nd
MODEL	SW	SW	W	SW	SW	SW	SW	SW
MB.H	6.9	4.9	2.1	2.4	7.3	5.7		
DIMENSIONS								
DEPTH	6"	4"	4"	4"	6"	6"	6"	6"
LENGTH	38"	26"	26"	26"	38"	38"	44"	44"
HEIGHT	20"	14"	14"	14"	26"	26"	26"	26"
CONTROL	MANUAL	X	X	X	X	X	X	X
MANUFACTURE	TRANE, MOODIE OR EQUAL							



- NOTES:**
- 1) PROVIDE GAS-TIGHT CAULKING AROUND ALL LINES TO CHLORINE ROOM.
 - 2) PROPOSED RAW SEWAGE SAMPLING LINES ARE TO HAVE NO 90° BENDS
 - 3) IN ORDER TO FLUSH THE CHEMICAL FEED AND SAMPLE LINES, HOSE BIBS ARE TO BE INSTALLED
 - 4) ALL CHEMICAL FEED LINES TO HAVE ANTI-SIPHON VALVES INSTALLED
 - 5) ALL HOSE BIBS TO BE LABELED P.W. OR N.P.W.
 - 6) ALL VACUUM MUST BE INSTALLED WITH VACUUM BRAKES
 - 7) PROVIDE ANTI-SIPHON VALVES ON ALL FEED PUMPS
 - 8) ALL GAS PIPING TO BE BLACK IRON STANDARD WEIGHT IN ACCORDANCE WITH PLUMBING SPECIFICATIONS



FINNED CONVECTOR SCHEDULE

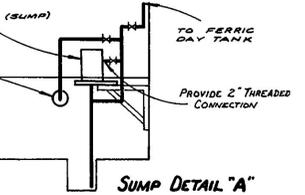
FINNED CONVECTOR No	FP-1	FP-2	FP-3	FP-4
LOCATION	LAB - STORAGE	LAB - OFFICE	LAB - STORAGE	LAB - STORAGE
TYPE	10S	10S	10S	10S
LENGTH	13'	9'	18'	18'
DEPTH	4"	4"	4"	4"
HEIGHT	10"	10"	10"	10"
ELEMENT	283'	186'	186'	283'
LEN	1	1	1	1
TYPE	1' CA	1' CA	1' CA	1' CA
CONTROL	MANUAL	MANUAL	MANUAL	MANUAL
	X	X	X	X
TOTAL MB.H	48	48	48	48
MANUFACTURE	TRANE	TRANE	TRANE	TRANE
	MOODIE OR APPROVED EQUAL			

FAN SCHEDULE

ALL FANS TO BE FURNISHED WITH GUARDS - SHUTTERS AND ACCESSORIES (DUSTHOOK TO BE SPEC'D AS REQUIRED FOR FANS)

FAN DESIGNA	BUILDING	LOCATION	CFM	RPM	HP	CONTROL	MANUFACTURERS	No	INTAKE THROAT
VF-1	SEC TREATMENT		6200	1130	2 3/4	MANUAL 2 SP & HUMIDISTAT	24A11DD	PE-24-J11	1-42" x 42" Motorized
VF-2	SEC TREATMENT		6200	1130	2 3/4	MANUAL 2 SP & HUMIDISTAT	24A11DD	PE-24-J11	1-42" x 42" Motorized
VF-3	SEC TREATMENT		870	1140	1 SP	MANUAL 1 SP	12A15D	PE-14-A11	18 1/2" x 18 1/2"
VF-4	SEC TREATMENT		3800	1725	2 SP	MANUAL 2 SP	2011AQ	RM-18-H17	30" x 30"
VF-5	PUMP & POWER		1560	116	1/2	MANUAL 1 SP	16A11DA	PE-14-E17	
VF-6	PUMP & POWER		17,670	1140	2 SP	MANUAL 2 SP	42SSBB	PE-42-L11	SIZE AS REQ'D BY AUX POWER UNIT (TOTALY ENCLOSED) 28" x 28" AUTOMATIC
VF-7	PUMP & POWER		3,870	112	1/2	MANUAL 2 SP	2011AQ	RM-18-H17	
VF-8	CHLORINE TANK		3,870	112	1/2	MANUAL 2 SP	2011AQ	RM-18-H17	24" x 24" AUTOMATIC
VF-9	NEW DIGESTER		970	1140	1 SP	MANUAL 1 SP	12A15D	PE-14-A11	18 1/2" x 18 1/2" Motorized
VF-10	HT EX RM		870	1140	1 SP	MANUAL 1 SP	12A15D	PE-14-A11	24" x 24" Motorized
VF-11	NEW DIGESTER		2330	1140	2 SP	MANUAL 2 SP	20BAQ	RM-18-E11	24" x 24" Motorized
VF-12	LABORATORY		2330	1140	2 SP	MANUAL 2 SP	20BAQ	RM-18-E11	24" x 24" Motorized
VF-13	CHEM FEED		1560	116	1/2	1 SP CONT BY DOOR	16A11DA	PE-14-E17	24" x 24" AUTOMATIC
VF-14	LABORATORY TOILET & SHOWER RM					MANUAL W/LIGHT	NUTONE 8672		11 1/2" x 11 1/2"

NOTE: FANS FOR CANOPY HOOD TO BE FURNISHED WITH HOODS



AS BUILT NOTES

1. SEE SHEETS 34, 35 AND 36 FOR SCHEMATIC DRAWINGS TO THE CHEMICAL FEED SYSTEM, SAMPLING SYSTEM, HEATING SYSTEM, WATER SYSTEM
2. SEE O & M MANUAL FOR OPERATION

WOLVERINE ENGINEERING CO
 587 JEWETT POAL
 MASON, MICHIGAN 48854
 PHONE (517) 676-9200
DELHI TWP. WWT.P. IMPROVEMENTS
 LABORATORY BUILDING MECHANICAL PLAN
 DRAWN BY **K.B.K.**
 JOB NO **76-11**
 DATE **AUG. 1977**
 SCALE **1/4" = 1'**
 SHEET NO **26**

UNIT	SIZE	REMARKS
1 Base Cabinet	36" L x 35 3/4" H x 22" W	
2 Base Cabinet	36" L x 35 3/4" H x 22" W	
3 Sink, Base Cabinet	48" L x 35 3/4" H x 22" W	Double Tub
4 Dishwasher	24" L x 35 3/4" H x 22" W	
5 Apron	36" L x 4 1/2" H x 22" W	
6 Corner Base Cabinet	14" L x 35 3/4" H x 22" W	W/ Lazy Susan
7 BOD Incubator	28" L x 65" H x 32" W	
8 Base Cabinet	48" L x 35 3/4" H x 22" W	
9 Refrigerator	23 3/4" L x 34 1/2" H x 23 3/8" W	Under Counter
10 Base Cabinet	36" L x 35 3/4" H x 22" W	
11 Wall Cabinet	48" L x 30" H x 12" W	
12 Base Cabinet	24" L x 35 3/4" H x 22" W	Single Tub
13 Base Cabinet	36" L x 35 3/4" H x 22" W	
14 Base Cabinet	36" L x 35 3/4" H x 22" W	Single Tub
15 Sink, Base Cabinet	48" L x 35 3/4" H x 22" W	
16 Base Cabinet	24" L x 35 3/4" H x 22" W	
17 Base Cabinet	24" L x 35 3/4" H x 22" W	
18 Sink, Base Cabinet	48" L x 35 3/4" H x 22" W	
19 Base Cabinet	36" L x 35 3/4" H x 22" W	W/ Service Ledge
20 Base Cabinet	36" L x 35 3/4" H x 22" W	W/ Service Ledge
21 Acid Cabinet	47" L x 35 3/4" H x 22" W	W/ Service Ledge
22 Base Cabinet	36" L x 35 3/4" H x 22" W	W/ Serv. Ledge & Swing Faucet
23 Wall Cabinet	36" L x 30" H x 12" W	W/ Service Ledge
24 Base Cabinet	36" L x 35 3/4" H x 22" W	W/ Service Ledge
25 Wall Cabinet	36" L x 30" H x 12" W	W/ Service Ledge
26 Acid Cabinet	47" L x 35 3/4" H x 22" W	W/ Serv. Ledge & Swing Faucet
27 Base Cabinet	24" L x 35 3/4" H x 22" W	W/ Service Ledge
28 Wall Cabinet	36" L x 30" H x 13" W	W/ Service Ledge
29 Sink - Corner Unit	14" L x 35 3/4" H x 22" W	W/ Serv. Ledge & Swing Faucet
30 Base Cabinet	36" L x 35 3/4" H x 22" W	Reuse Existing
31 Wall Cabinet	36" L x 30" H x 12" W	Reuse Existing
32 Wall Cabinet	36" L x 30" H x 12" W	
33 Apron	36" L x 4 1/2" H x 22" W	
34 Corner Unit	14" L x 35 3/4" H x 22" W	
35 Sink Cabinet	24" L x 35 3/4" H x 22" W	
36 Storage Cabinet	47" L x 84" H x 16" W	
37 Wall Cabinet	36" L x 30" H x 12" W	W/ Service Ledge
38 Balance Table	36" L x 30" H x 24" W	W/ Service Ledge
39 Utility Cabinet	35" L x 84" H x 24" W	W/ Service Ledge
40 Wall Cabinet	36" L x 30" H x 12" W	W/ Service Ledge
41 Base Cabinet	36" L x 30" H x 22" W	W/ Service Ledge
42 Storage Case	24" L x 84" H x 16" W	W/ Service Ledge
43 Base Cabinet	24" L x 35 3/4" H x 22" W	W/ Service Ledge
44 Apron	30" L x 4 1/2" H x 22" W	W/ Service Ledge
45 Wall Cabinet	48" L x 30" H x 12" W	W/ Service Ledge
46 Base Cabinet	18" L x 35 3/4" H x 22" W	W/ Service Ledge
47 Sink - Corner Unit	14" L x 35 3/4" H x 22" W	W/ Service Ledge
48 Wall Cabinet	48" L x 30" H x 12" W	W/ Service Ledge
49 Base Cabinet	24" L x 35 3/4" H x 22" W	W/ Service Ledge
50 Fume Hood	47" L x 54" H x 31" W	
51 Fume Hood	47" L x 59" H x 31" W	
52 Shelf Cabinet	48" L x 34" H x 16" W	Reuse Existing
53 Refrigerator	30" L x 34" H x 26" W	Reuse Existing
54 Table	36" L x 37" H x 24" W	
55 Table	72" L x 30" H x 37" W	
56 Table	60" L x 30" H x 30" W	
57 Desk	60" L x 30" H x 30" W	
58 Printer Table	36" L x 36" H x 24" W	
59 Programmable Controller	72" L x 72" H x 24" W	
60 Base Cabinet	36" L x 35 3/4" H x 22" W	Reuse Existing
61 Sink, Base Cabinet	48" L x 35 3/4" H x 22" W	Reuse Existing
62 Base Cabinet	36" L x 35 3/4" H x 22" W	Reuse Existing
63 Refrigerator	23 3/4" L x 34 1/2" H x 23 3/8" W	Under Counter W/ Service Ledge
64 Chemical Feed Pump	1" Suction x 1" Discharge	2 Req'd.
65 Chemical Feed Pump	3/4" Suction x 3/4" Discharge	Reuse Existing - 2 Req'd.
66 Sampler Pump		Reuse Existing - 2 Req'd.
67 Automatic Sampler	19" L x 52" H x 18" W	

REMARKS

Double Tub

W/ Lazy Susan

Under Counter

Single Tub

Single Tub

W/ Service Ledge

W/ Service Ledge

W/ Service Ledge

W/ Serv. Ledge & Swing Faucet

W/ Service Ledge

W/ Service Ledge

Reuse Existing

Reuse Existing

W/ Service Ledge

W/ Service Ledge

W/ Service Ledge

W/ Service Ledge

Reuse Existing

Reuse Existing

Reuse Existing

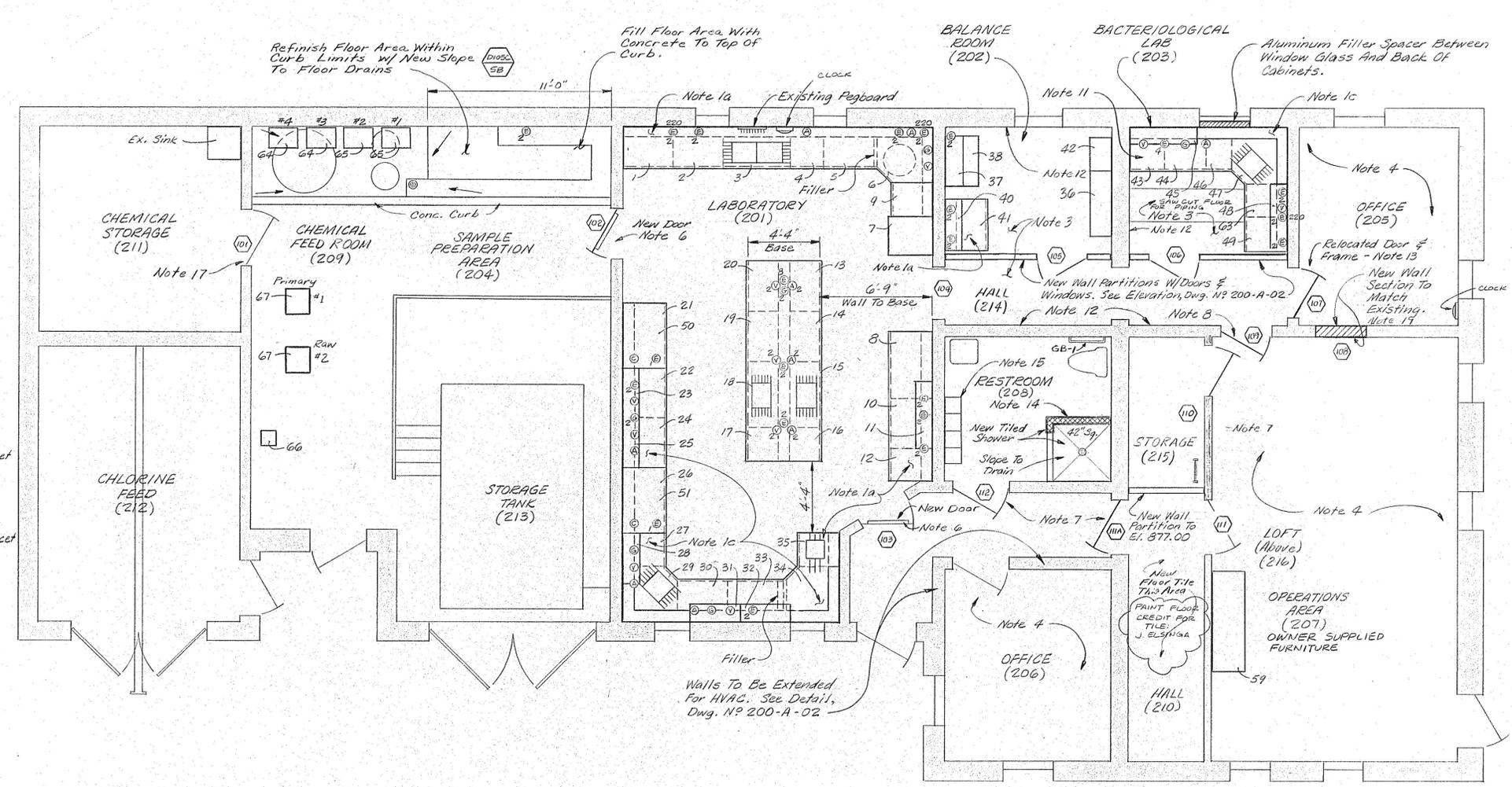
Reuse Existing

Under Counter W/ Service Ledge

2 Req'd.

Reuse Existing - 2 Req'd.

Reuse Existing - 2 Req'd.



● THESE ITEMS TO BE OWNER SUPPLIED

■ DELETE

Reuse Existing

Reuse Existing

Reuse Existing

Under Counter W/ Service Ledge

2 Req'd.

Reuse Existing - 2 Req'd.

Reuse Existing - 2 Req'd.

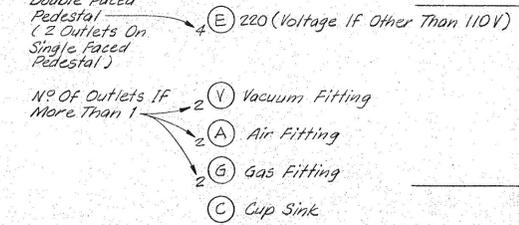


10. NEW AUTOMATIC SAMPLES UNIT 67, WILL BE FURNISHED AND INSTALLED BY OWNER. THE CONTRACTOR WILL CONNECT THE SAMPLERS AND CONTROL SYSTEM, PER DRAWINGS ON SHEET 85-904-C-02 AND SHEET 87-904-C-04.

- 17. Remove And Replace With New The Existing Steel Door Frame. The Existing Steel Door May Be Reused Or Replaced With New.
- 18. Contractor Shall Field Verify The Dimensions Of All Existing Doors To Be Replaced Or Modified.
- 19. Finish Walls With Paneling Removed From Room 202 Or 203.
- 20. Finish Color For Wood Lab. Cabinets Shall Be #211, Carriage Oak.

Counter Tops W/ 4" High Curb Use Pedestal Box For Electric Service And Deck Mounted Fittings For Other Services.

Counter Tops W/ Service Ledge Use Flush Box For Electric Service And Curb Mounted Fittings For Other Services.



- Notes:
1. New Counter Tops W/O Service Ledge
 - a. 31" Deep x 1 1/2" Thick W/ 4" High Splash Guard At Back.
 - b. 54" Deep x 1 1/2" Thick
 2. New Ladder To Loft - Ref. Floor El. @ 868.00 And Loft El. @ 877.00 Ladder Is 18" From North Wall. Bottom Rung Is 12" Off Floor W/ Remaining Rungs Equally Spaced 12" Apart. Side Rails Extend To El. 880.50
 3. Remove Carpet Glue From Existing Tile Floor Or Replace W/ New Tile To Match Existing.
 4. Install New Carpeting
 5. Install New Chalkboard W/ Porcelain Enamelled Steel Writing Surface
 6. Door Equipped W/ Panic Hardware - See Specifications
 7. Reuse Existing Door - Change Hand
 8. Reuse Existing Door - Change Hand
 9. Counter Tops At New Sinks Provided W/ Drain Grooves
 10. New Counter Top Over Units 65, 61 & 66.
 11. Remove Metal Plate & Repair Existing Floor. See Patch Detail On Standard Sheets.
 12. Remove Glue, Repair Wall And Paint.
 13. Reuse Existing Door - Change Hand - Install 24" x 18" Louver.
 14. New 4" Masonry Stud Wall, Top El. 874.50, Tile Both Sides, Match Existing Tile.
 15. Furnish 4 New 18" x 24" x 60" Lockers. Owner May Relocate For Handicapped Access, No Lockers W/ 11 Ft In This Area. (12/19/92 M. SHULDEWOLF GAVE NEW LOCATION)
 16. Replace All Suspended Ceiling Tile With New Acoustical Lay-In Panels. Existing Rail Suspension System May Be Reused.



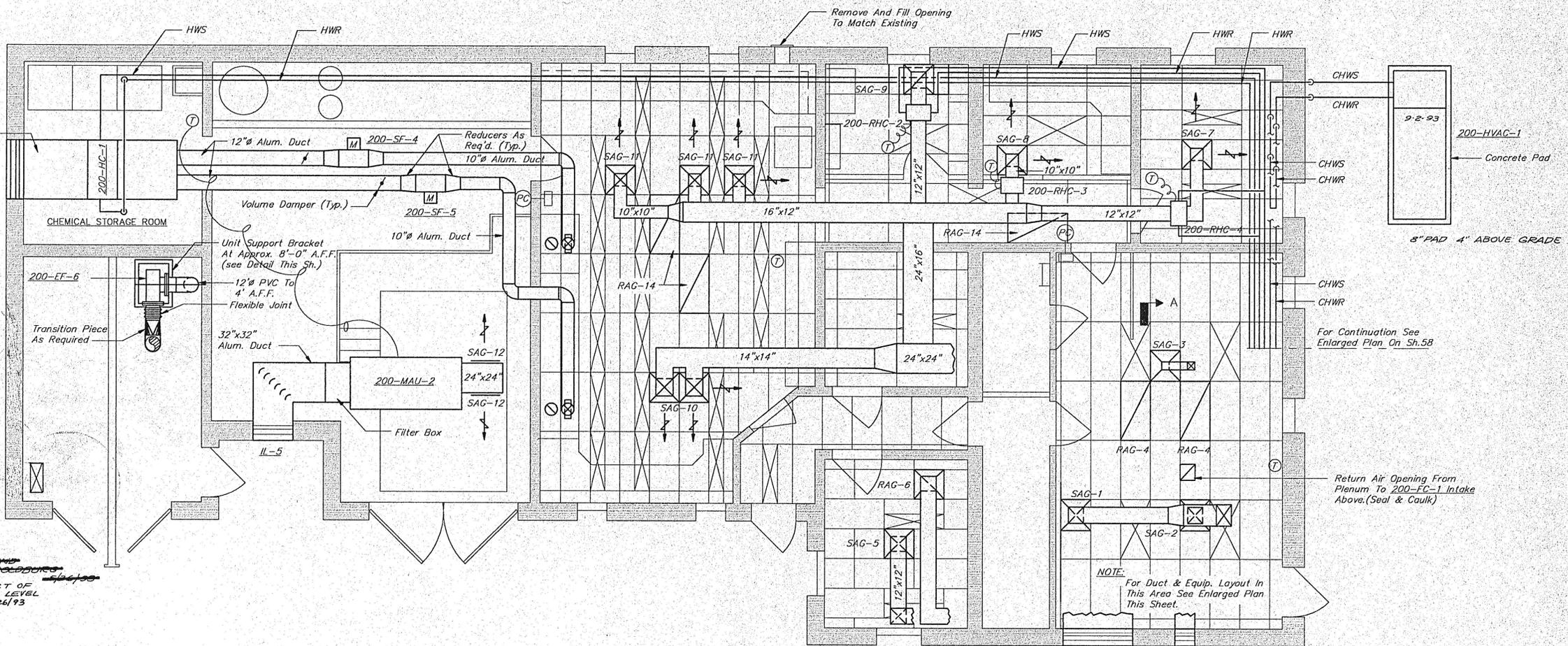
JOB NO.	900105	INGHAM COUNTY
DATE	Mar. 1992	SANITARY SEWER PROJECT No. 4
SCALE	1/4" = 1'-0" UNO	PROJECT
DESIGN/LAYOUT	EJH	IMPROVEMENTS TO DELHI TWP. PUBLICLY OWNED TREATMENT WORKS
DRAWN	AK/ SB	LABORATORY AND CONTROL BUILDING RENOVATION
CHECKED	GH	
NO. DATE	REVISIONS	BY

Wolverine Engineers & Surveyors, Inc. Jones & Henry Engineers, Inc.

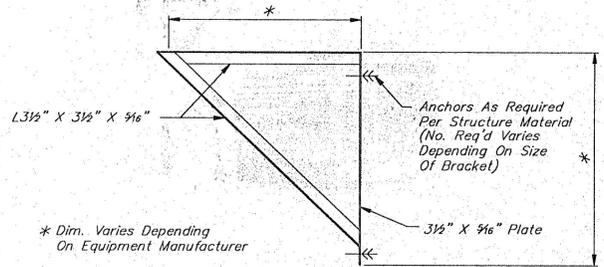
GENERAL CONTRACTOR: DESIGN & BUILD INC. OKEMOS, MI
 MECHANICAL CONTRACTOR: JOHN E. GREEN CO. SAGINAW, MI
 ELECTRICAL CONTRACTOR: SUPERIOR ELECTRIC LANSING, MI
 CONSTRUCTION OBSERVER: JOHN AMMARMAN 9-1992 THRU 12-1994

9-28-93
RELOCATE TO ROOF W/EXHAUST
TO THE NORTH ACROSS THE
ROOF

ENTER AT GROUND
LEVEL PER 5/26/93
ENTER DISCHARGE DUCT OF
200-MAU-3 TO FLOOR LEVEL
PER 5/26/93

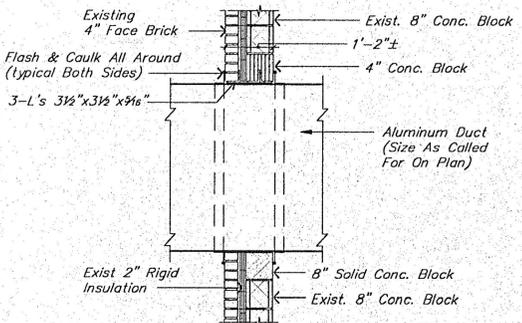


PLAN
1/4"=1'-0"



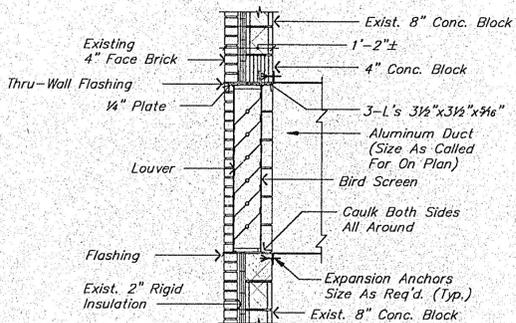
EQUIPMENT SUPPORT BRACKET
N.T.S.

Note:
All Welded Aluminum
Construction



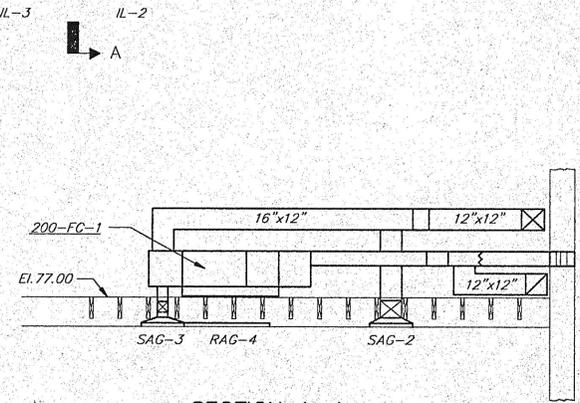
DUCT PENETRATION DETAIL
N.T.S.

NOTE:
Existing Masonry To Be Broken Out
As Required For Installation Of New
Lintels, Masonry & Duct As Shown In
Detail



LOUVER INSTALLATION DETAIL
N.T.S.

NOTE:
Existing Masonry To Be Broken Out
As Required For Installation Of New
Lintels, Masonry & Louver As Shown In
Detail



SECTION A-A
1/4"=1'-0"



JOB NO. 900105		PROJECT INGHAM COUNTY SANITARY SEWER PROJECT No. 4
DATE Mar. 1992		
SCALE As Noted		SHEET TITLE LABORATORY RENOVATION PLAN, SECTION & DETAILS
DESIGN/LAYOUT C.W.		
DRAWN C.E.M.		SHEET NO. 74
CHECKED		
NO. DATE REVISIONS BY		CONSTRUCTION OBSERVER: JOHN AMMARMAN

Wolverine Engineers & Surveyors, Inc. Jones & Henry Engineers, Inc.

RECORD DRAWING FEBRUARY 1996
GENERAL CONTRACTOR: MECHANICAL CONTRACTOR: ELECTRICAL CONTRACTOR: CONSTRUCTION OBSERVER:
DESIGN & BUILD INC. JOHN E. GREEN CO. SUPERIOR ELECTRIC JOHN AMMARMAN
OKEMOS, MI SAGINAW, MI LANSING, MI 9-1992 THRU 12-1994

2309104
02/17/92 02

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: March 13, 2014

RE: Resolution No. 2014-002 - Michigan Department of Natural Resources Trust Fund Grant Application – Kiwanis Park Restroom Facility

Enclosed for your review and approval is Resolution No. 2014-002 which approves the submittal of a Michigan Department of Natural Resources Trust Fund Grant Application for the Kiwanis Park Restroom Facility (the grant application is an online application only and therefore is not included in the packet for review).

At the March 4, 2014 Committee of the Whole meeting, the Township Board was given a presentation and had discussion on the need for improvements to the restroom facility at Kiwanis Park. This park is one of the oldest and most heavily used parks in the Township and is the home to several athletic fields utilized not only by the Township but by the Holt Public School District and Lansing Christian Schools.

This project cost is estimated at \$398,940 of which the grant would be for 75%, or \$299,200. The remaining 25%, or \$99,740, is a required local match which can be funded in numerous ways including Township funds, donations and in-kind services.

The Park Commission held a public hearing on March 12, 2014 to provide information and public comment opportunity on the grant submittal and has only received favorable comments regarding the project to date. Therefore, I recommend the Board adopt Resolution No. 2014-002 which supports the submittal of a Trust Fund Grant Application for improvements to the Kiwanis Park restroom facility. If the Township is awarded grant funds, the Board will then be asked to enter into a grant agreement if they choose to accept the grant funds.

Recommended Motion:

To adopt Resolution No. 2014-002 supporting the submittal of a Trust Fund Grant Application to the State of Michigan Department of Natural Resources for improvements to the Kiwanis Park restroom facility.

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2014-002

RESOLUTION TO APPROVE THE DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT APPLICATION

At a regular meeting of the Delhi Charter Township Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on the 18th day of March, 2014, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by _____.

WHEREAS, the Charter Township of Delhi proposes to submit an application to the Department of Natural Resources for a Trust Fund Grant for improvements to Kiwanis Park; and

WHEREAS, the Charter Township of Delhi held an informational meeting on March 4, 2014 at 6:30 p.m. and a formal public hearing on March 18, 2014 at 6:00 p.m. to provide several opportunities for citizens to express opinions, ask questions and discuss all aspects of the grant application; and

WHEREAS, the Charter Township of Delhi is committed to the development and improvement of Kiwanis Park; and

WHEREAS, the Michigan Department of Natural Resources is accepting grant applications for the Trust Fund until April 1, 2014; and

WHEREAS, the Charter Township of Delhi is applying for a Grant to fund improvements to the Kiwanis Park restroom facility estimated to cost \$398,940 per the following breakdown:

State Match (75%) – Trust Fund	\$299,200
Local Match (25%) – Donations/General Fund	\$99,740

NOW THEREFORE, BE IT RESOLVED THAT the Board of the Charter Township of Delhi is hereby authorized to make application to the State of Michigan Department of Natural Resources for a Trust Fund Grant and will commit to a local match of 25% or \$99,740 for the funding of improvements to the Kiwanis Park restroom facility with funds from both the General Fund and through donations.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: March 26, 2008

RE: Proposal for Supervisory Control And Data Acquisition (SCADA) System Upgrade – Factory Talk View Software

In the early 1990's when we designed the treatment plant expansion/upgrade from rotating biological contactors (RBCs) to activated sludge and nitrification towers we incorporated a Supervisory Control and Data Acquisition (SCADA) system to monitor and control various plant processes. That investment not only improved our ability to operate the plant but it also enabled us to reduce staffing requirements.

The 2008 plant expansion/upgrade of the new digesters likewise incorporated a state of the art SCADA system providing the same benefit as the original system. The current system, RS View, is operated on a 32 bit Windows XP operating system and has worked efficiently for staff. However, Microsoft has announced that they will no longer be providing support of Windows XP operating systems making them susceptible to viral attacks and hacking. Therefore, we will need to upgrade our computers at the POTW to 64 bit Windows 7 or 8 machines. Because Rockwell has informed us that they will not be upgrading RS View to run on 64 bit machines we will also need to upgrade our SCADA system software to Factory Talk View.

The original plan was to upgrade two machines immediately with the Factory Talk View software at a cost of \$7,430 and phase out the others as necessary. This order has already been placed but because the Windows XP support ends April 8th we now need to proceed immediately with purchasing software for the remaining five computers at a cost of \$12,075 (for a total of \$19,505 for the software upgrade). The cost of each 64 bit computer hardware needing replacement to support the new software is estimated at \$1,650 for a total of \$11,550 (7 total computers).

Recommended Motion:

To approve the proposal from Kendall Electric, Inc. in the amount of \$12,075 for the purchase of Factory Talk View software for the upgrade of the Supervisory Control and Data Acquisition (SCADA) System at the Publicly Owned Treatment Works and to approve the upgrade and purchase of seven (7) computers at an estimated cost of \$11,550.

INTEROFFICE MEMORANDUM

TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: SOFTWARE UPGRADE FOR COLLECTION SYSTEM AND
WASTEWATER TREATMENT PLANT SUPERVISORY CONTROL AND
DATA ACQUISITION SYSTEM (SCADA)
DATE: MARCH 11, 2014
COPY TO: FILE

Since the mid 1990's the Township has endeavored to reduce required staffing for the wastewater treatment plant and sewer system through instrumentation and computer control (SCADA). The original SCADA system utilized a Wonderware® Human Machine Interface (HMI) but due to its limitations, a Rockwell Automation RS View HMI was installed in 2001. Since 2001, staff has been very happy with this system and upgrades had been issued continuously by Rockwell until a few months ago.

The current HMI version utilized by DPS is RSView 32. This system will only operate on 32 bit computer processors; currently there are seven work stations running 32 bit Windows XP operating systems with RSView 32. DPS has been anticipating a 64 bit upgrade to RSView for the past three years. A few months ago, Rockwell announced they will NOT upgrade RSView; to continue use of a Rockwell HMI we are required to upgrade to Factory Talk View. This purchase was not anticipated or budgeted.

Additionally, Microsoft recently announced termination of Windows XP support. Jim Felton, Delhi's Information Technology Director, has recommended all Windows XP work stations be eliminated due to susceptibility to malicious attack.

Therefore, instead of incrementally updating workstations as needed, all seven workstations must be upgraded to 64 bit Windows 7 along with Factory Talk View.

Before staff was informed of the Windows XP vulnerability, a Purchase Order was approved to upgrade two workstations (\$7,430). Five additional licenses are required (\$12,075) for a total of \$19,505. Further, five work stations must be purchased for an average cost of \$1,650 each.

Currently, the 590-558.00-740.010 Computer Expenses budget supports this purchase; however an amendment may be required. I respectfully request you place this item on the March 18, 2014 Board Agenda with a recommendation for approval.



KENDALL ELECTRIC INC
 7633 LANAC ST
 LANSING MI 48917-9517
 517-322-2411 Fax 517-322-0743

Quotation

Sold To: 8405
 DELHI (TOWNSHIP OF)
 PUBLICLY OWNED TREATMENT
 2074 AURELIUS RD
 HOLT, MI 48842-6320

Ship To: 8405
 DELHI (TOWNSHIP OF)
 PUBLICLY OWNED TREATMENT
 2074 AURELIUS RD
 HOLT, MI 48842-6320

Order Number:	S102445638
Order Date:	03/11/14
Terms:	Net Due 30 Days
Customer PO#:	
Release #:	
Ordered By:	
Freight Allowed:	No
Ship Via:	ELAN34
Account Manager:	JOE FILIPIAK, 1724-ELAN
Inside Salesperson:	WILLIAM BEAUCHAINE, 1723-ELAN

Line#	Rel #	Order Qty	Description	Req Date	PRICE/UOM	EXT AMOUNT
1		5ea	9701-VWSB250AENE AB RSVW SE STATION 250 ***** SPECIAL STEP FORWARD PRICING UPGRADING FROM RSVIEW 32 TO VIEW SE NEED SERIAL NUMBERS ***** THERE IS A FRIGHT CHARGE ON ALL SOFTWARE. LEAD TIME IS APPROX. 1 WEEK		2415.000/e	12075.00
TAXES NOT INCLUDED						
*** Page 1 of 1 ***						

Prices are firm until 04/10/2014, subject to change without notice after 04/10/2014. Pipe, wire and conduit pricing is valid for 03/11/2014 only. Opened, special ordered or non-stock material may not be returnable for credit. Applicable taxes extra. Subject to credit terms. For detailed Terms and Conditions, please visit www.kendallelectric.com/tandc.asp

Thank You - We appreciate Your Business

Subtotal	12075.00
S&H CHGS	0.00
Amount Due	12075.00

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: March 11, 2014

RE: Proposal for Technical Support Program for the Township-Owned Buildings – Siemens Building Technologies, Inc.

Enclosed for your review and approval is a proposal from Siemens Building Technologies, Inc. for the renewal of our Technical Support Program at the Community Services Center (CSC), DDA, DPS Maintenance and Publicly Owned Treatment Works (POTW) and the Sam Corey Senior Center.

This new Proposal will roll all of our facilities under one agreement making it much easier to manage. The proposal includes maintenance and support for the heating ventilation and air conditioning (HVAC) systems at each location including direct digital control system services, mechanical services, cooling tower cleaning/chemical treatment and laboratory fumehood certification.

This five (5) year renewal begins with a rate of \$70,149 (with credit applied for the prepaid Senior Center) with an average increase of approximately 3% each year after (\$72,658, \$74,868, \$77,144, and \$79,427).

Because Siemens has continued to maintain our HVAC systems to our satisfaction over the past ten (10) years, I would recommend we continue to utilize their knowledge and experience.

Recommended Motion:

To approve the renewal with Siemens Building Technologies, Inc. for the heating ventilation and air conditioning Technical Support Program for a five (5) year term beginning May 1, 2014.

INTEROFFICE MEMORANDUM

TO: JOHN ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
SUBJECT: SIEMENS TECHNICAL SUPPORT CONTRACT
DATE: MARCH 11, 2014
COPY TO: TERRY L. POWERS, FILE

Delhi has contracted with Siemens Building Technologies (Siemens) for heating ventilation and air conditioning (HVAC) support at the wastewater treatment plant since 2001 after Siemens installed a new control system for the laboratory building in 1999. This contract was renewed in 2005, and 2011.

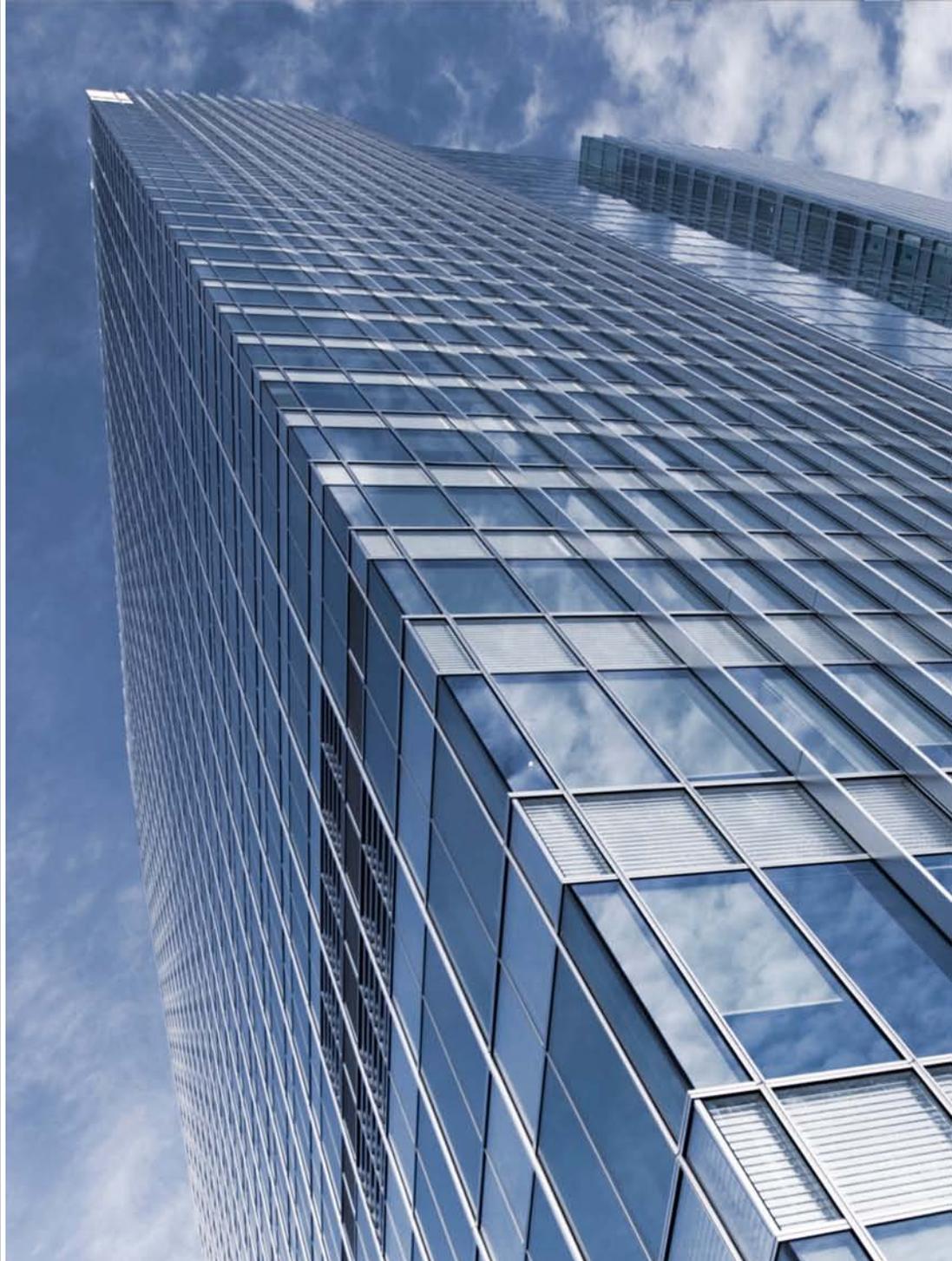
In 2009, Siemens was selected to provide technical support for the HVAC system at the Community Services Center (CSC), Downtown Development, Ingham County Sheriff Department, DPS Maintenance Division. In 2010, Siemens installed a new HVAC control system in the CSC. In 2011, the Sam Corey Senior Center was added to Siemens' purview.

The 2009 CSC/DDA/DPS contract has expired. Therefore, I met with Siemens Building Technologies (Siemens) and asked them to submit a service proposal for the CSC, DDA, the Sam Corey Senior Center, Maintenance Building and Publicly Owned Treatment Works (POTW) of the Department of Public Services (DPS). This will roll all of our locations into one contract.

The proposed technical support program will include direct digital control system services; mechanical services (preventive only); combustion analysis; and laboratory fume hood certification (required yearly), cooling tower cleaning/chemical treatment, fireside tube brush cleaning, HVAC air filter changing service, operating inspection (heat and cool), repair and replacement services, seasonal inspection (heat and cool) and start-up inspections. This contract will also set repair rates and Siemens' response requirements and include an additional four (4) days of program support. The Siemens contract will last five years with an annual contract price for year one (1) of \$70,149 (minus \$4,624 from original Senior Center contract already paid this year), year two (2) of \$72,658, year three (3) of \$74,868, year four (4) of \$77,114 and year five (5) of \$79,427 with an average 3% increase annually.

New to this contract, staff requested Siemens include a four (4) day labor pool of control system software support. This help will be used on an as needed basis for system programming and trouble shooting at the CSC and Sam Corey Senior Center.

I respectfully request you recommend the Board approve the five-year contract with Siemens Building Technologies, Inc. This expenditure was planned for in the 2014 Budget and funds are available in the Building and Grounds, Downtown Development Authority, Parks and the Department of Public Services accounts.



Advantage Services[®]

Agreement for Delhi Township Hall, Public works, Sheriff Station, POTW and Senior center

February 24, 2014

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Advantage Services

Agreement for Delhi Township Hall, Public works, Sheriff Station , POTW and Senior center

February 24, 2014

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Customer Objectives

As we both strive to deliver on reducing energy costs, and meeting regulatory requirements. Our goal is to partner with your staff to overcome the ever-changing needs of the facility and ensure the building operates at peak performance by offering support in the following areas:

- Quality preventative maintenance to ensure the integrity of the computerized control system
 - Emergency response support to deal with immediate concerns ensuring minimal downtime and fast solutions.
 - Assistance in optimizing present HVAC systems for overall effectiveness and efficiency
 - Improve satisfaction and facility performance through the process of monitoring and/or controlling these devices.
 - Maintenance of the HVAC controls to ensure the comfort & safety of the occupants of your facility as well as minimize energy and operational costs.
-

1.3 Current Situation

Significant investments have been made in your facility and its complex technical systems which are critical to achieve the quality, profitability and productivity of your overall business. Currently, Delhi has several locations for its building automation needs. Siemens would like to propose a service solution, our Service Agreement, has been developed to support Delhi Township , Public works, Sheriff Station, POTW , Senior center and proactively serve to protect that substantial investment through a program of planned service tasks by our trained staff. The services provided herein will help you in achieving your facility goals and ensure you are achieving the greatest value for your money.

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

You will find a detailed list of task included with the following service in the Equipment Tasking section of this service agreement. The equipment included under these services is itemized in the List of Maintained Equipment in this service agreement

Emergency Onsite Response: Billable Service: Emergency Onsite Response will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-site service, when available, upon receiving notification of an emergency as a billable service.

Repair & Replacement Services: Billable Service: Repair & Replacement Services is not provided under the coverage of this agreement. Any repair or replace of failed or worn parts, removal of environmentally hazardous materials, or service performed outside the regular scheduled visits will be billed. To reduce the effects of unbudgeted repairs, and to maintain your mechanical system in peak operating condition, Siemens will be happy to provide R&R for either labor or material or both as an additional service to your agreement

2 Service Solution

2.1 HVAC CONTROL SERVICES – Automation

2.1.1 Customer Support Services

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will insure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities.

Under this agreement we shall provide (8) hours of coaching at the Township hall, which will be conducted on normal business days and hours, during scheduled visits.

2.2 HVAC CONTROL SERVICES – Direct Digital Control

2.2.1 Technical Support Services

Building Automation Controls Inspection: We will inspect the DDC electronic controls in your facility, and will document any portions of the system that are not functioning properly. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. A regular and thorough inspection can help in identifying DDC control problems, that when corrected, will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Laboratory Fume hoods: Your facility has this safety equipment installed for production of your employees. The Fume hoods contain and exhaust dangerous fumes, which could potentially harm personnel. These 2 Fume hoods must be certified on an annual basis.

Preventive Maintenance: Digital controls can drift out of calibration with changes in mechanical component performance, building use, and climatic conditions. Siemens will provide preventative maintenance in accordance with a program of standard routines that include calibration as determined by our experience, equipment application and location. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service, are itemized in the List of Maintained Equipment in this service agreement.

Preventive Maintenance

Unitary and Terminal equipment can, by their nature, under-perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through this service, we can pinpoint which systems have possible air flow or temperature control problems. Reports are generated on those terminal equipment controllers, which can then be investigated and resolved. The equipment to be included as part of this service, is listed in the List of Maintained Equipment in this service agreement.

Preventive Maintenance

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this service agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

2.2.2

User Defined Services

Siemens will provide 32 hours of DDC automation labor to be scheduled by the customer to cover the cost of specialist time to make changes to the automation system.

HVAC SERVICES

2.2.3

Technical Support Services

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

HVAC Air Filter Changing Service

Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

Through this service we will improve airflow across condenser coils, and improve heat transfer. This service will extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high

pressure wash at our discretion based on condition of outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Cooling Tower Cleaning

Once your cooling towers have been drained, we will clean and remove normal debris from the cooling tower basins and distribution pans. This provides for even water flow and no debris in the system that could block chiller condenser tubes and restrict condenser flow, thus preventing nuisance chiller trips and poor chiller energy and system efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Combustion Analysis & Adjustment

We will utilize electronic flue gas analysis to perform combustion analysis whereby we adjust the burner controls and linkages as required for efficiency and pollution control. If existing equipment cannot meet current pollution requirements, we will make recommendations for system improvements. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Operating Inspection

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Cooling Tower Drain & Refill

We will remove the condenser water from your system after the cooling season to prevent possible damage and expensive repairs caused by water freezing during winter months, and refill the system prior to spring start-up. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. Siemens will provide annual chemical treatment for the sump cooling tower water.

Operating Inspection – Heating

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer’s published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Operating Inspection – Cooling

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer’s published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

2.2.4 Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Chiller / Recip / Air Cooled

Operating Inspection

- Log all operating conditions
- Confirm chiller operation
- Inspect overall condition
- Check refrigerant charge

- Check lube system
- Lubricate per OEM recommendations

Package / RTU's / MAU's - Gas Heat Only

(a) Operating Inspection - Heating

- Inspect overall condition
- Confirm burner and fuel system operation
- Record temperature rise at 100%
- Check fuel system for leaks
- Check belt tension and condition
- Lubricate per OEM recommendations

Cooling Towers / Prop Fan - Belt Driven

(b) Operating Inspection

- Log all operating conditions
- Confirm cooling tower operation
- Inspect overall condition
- Check belt tension and condition
- Check water level in sump
- Lubricate per OEM recommendations

Package / RTU's / Exhaust Fans

(c) Operating Inspection - Heating

- Confirm fan operation
- Record motor amps and voltage
- Inspect overall condition
- Check bearing temperature
- Check belt tension and condition

- Lubricate per OEM recommendations

Package / RTU's / Unit Ventilators

- (d) Operating Inspection - Heating
 - Inspect overall condition
 - Confirm heating coil operation
 - Lubricate per OEM recommendations

Package / RTU's / Packaged Units - Gas Heat Only

- (e) Operating Inspection - Heating
 - Inspect overall condition
 - Confirm burner and fuel system operation
 - Record temperature rise at 100%
 - Check fuel system for leaks
 - Check belt tension and conditionLubricate per OEM recommendations

Package / RTU's / Packaged Units - A/C Only

- (f) Operating Inspection - Cooling
 - Inspect overall condition
 - Confirm DX system operation
 - Check refrigerant charge
 - Check belt tension and conditionLubricate per OEM recommendations

Package / RTU's / Packaged Units - A/C & Gas Heat

(g) Operating Inspection - Heating

- Inspect overall condition
- Confirm burner and fuel system operation
- Record temperature rise at 100%
- Check fuel system for leaks
- Check belt tension and condition
- Lubricate per OEM recommendations

(h) Operating Inspection - Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / Split Systems- A/C Only

(i) Operating Inspection - Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition

Lubricate per OEM recommendations

Package / RTU's / Heat Pumps/Heat Pump Only

(j) Operating Inspection - Heating

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Heating Systems / HW - Modular Boilers - Gas

(k) Operating Inspection

- Log and evaluate operating conditions
- Confirm burner and fuel system operation
- Check fuel system for leaks
- Check safety and operating controls
- Check combustion air make-up system
- Check for proper venting of flue gas

Heating Systems / HW - Firetube Boilers

(l) Operating Inspection

- Log and evaluate operating conditions
- Confirm burner and fuel system operation
- Check fuel system for leaks
- Check safety and operating controls
- Check combustion air make-up system
- Check for proper venting of flue gas

Heating Systems / Domestic Hot Water Heater

(m) Operating Inspection

- Visually inspect and evaluate operating conditions
- Confirm burner and fuel system operation
- Check for proper venting of flue gas
- Check fuel system for leaks
- Confirm operation of heating elements
- Check safety and operating controls

Heating Systems / Infrared Gas Heaters

Operating Inspection

- Visually inspect and evaluate operating conditions
- Confirm burner and fuel system operation
- Check safety and operating controls
- Check fuel system for leaks

Pumps / Pumps

- (n) Operating Inspection
 - Visually inspect and evaluate operating conditions
 - Check system for leaks
 - Check motor amps and voltage
 - Check for unusual vibration or noise
 - Lubricate per OEM recommendations

Package / RTU's / Exhaust Fans

- (o) Operating Inspection - Heating
 - Confirm fan operation
 - Record motor amps and voltage
 - Inspect overall condition
 - Check bearing temperature
 - Check belt tension and condition
 - Lubricate per OEM recommendations
-

3 Service Implementation Plan

Mechanical Services On-site Response Time and Call Windows

Attribute	Custom
Response time - onsite for emergency	4 hours - labor billable
Response time - onsite for non - emergency	Next day - labor billable
Hours of Service	24 x 7 labor is billable
Response Window	24 x 7
Software Support and Updates	Yes, as issued
R&R Material	Billable
R&R Labor	Billable
Repair Labor and Parts	Billable

3.1 Maintained Equipment Table

SIEMENS

Siemens Building Technologies Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Air Compressors & Dryers	Air Compressors & Dryers	Air comp., Lubed, Duplex, 1/3 - 2 HP	1		New Bldg	Quincy QR-310
Services (Times per year): Inspection (2) - Preventative Maintenance (1)						

Air Compressors & Dryers	Air Compressors & Dryers	Air Dryer, 5-25 SCFM	1		New Bldg	Quincy QPNC 10
Services (Times per year): Inspection (1) - Preventative Maintenance (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Chiller / Recip	Air Cooled	11 - 15 Tons	1	107091	New Bldg	Advantage Maximum 200LE
Services (Times per year): Operating Inspection (4)						
Make up air	MAU - Gas Heat Only	251K - 500K BTUs	1		New Bldg	Rupp
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Heat (1)						
Package / RTU's	RTU - A/C w/Gas Heat	25 - 75 Tons	1	CN-4619-01N	New Bldg	Aaon DT-025/DX-C16/MZ
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						
Exhaust	Exhaust Fans	0 - 5 HP	1		New Bldg	Hatzel A58E-186FW-FG-FX-G3
Services (Times per year): Operating Inspection - Heat (1)						
Heating Systems	HW - Firetube Boilers	101 - 200 HP	1	08F-5044	New Bldg	HW5-30
Services (Times per year): Combustion Analysis (1) - Operating Inspection (2)						
Pumps	Pumps	Centrifugal 1 - 5 HP	14		New Bldg	Aurora
Services (Times per year): Operating Inspection (1)						
Chiller / Recip	Air Cooled	11 - 15 Tons	1	107091	Bldg 200	Carrier
Services (Times per year): Operating Inspection (2)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Package / RTU's	RTU's - A/C w/Gas Heat	25 Tons	1		Bldg 210	McQUAY
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						
Exhaust fans	Exhaust Fans	0 - 5 HP	4		Bldg 200	Cook
Services (Times per year): Operating Inspection - Heat (1)						
Exhaust fans	Exhaust Fans	0 - 5 HP	1		Bldg 210	
Services (Times per year): Operating Inspection - Heat (1)						
Fan coil unit	FCU - A/C w/Hot water heat	1- 5 Tons	1		Bldg 200	McQUAY
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						
Pumps	Chilled Water Pumps	Centrifugal 1 - 5 HP	2		Bldg 200	B&G
Services (Times per year): Operating Inspection (1)						
Heating Systems	HW – Hi efficiency Boilers	400 HP	1		Next to Bldg 200	Lochinvar
Services (Times per year): Combustion Analysis (1) - Operating Inspection (2)						
Pumps	Hot Water Pumps	Centrifugal 1 - 5 HP	3		Bldg 200	B&G
Services (Times per year): Operating Inspection (1)						
Pumps	Hot Water Pumps	Centrifugal 1 - 5 HP	2		Next to Bldg 200	B&G
Services (Times per year): Operating Inspection (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
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Make up air	MAU's - A/C w/Gas Heat	20 - 25 Tons	1		Bldg 200	Wing
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Make up air	MAU's - w/Gas Heat	200,000 BTU'S	2	MAU-2,3	Bldg 200	Rezner
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Make up air	MAU's - w/Gas Heat	200,000 BTU'S	1	MAU-1	Tertiary Bldg	Rezner
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Package / RTU's	Heat Pumps/Heat Pump Only	16 - 24 Tons	9			
Services (Times per year): Air Cooled Condenser Coil (2) - HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Heating Systems	HW - Modular Boilers - Gas	1.3 MBTU/H & under	2			
Services (Times per year): Operating Inspection (1)						

Pumps	Pumps	Centrifugal 1 - 5 HP	7			
Services (Times per year): Operating Inspection (1)						

Pumps	Pumps	Centrifugal 6 - 10 HP	2			
Services (Times per year): Operating Inspection (1)						

Cooling Towers	Prop Fan - Belt Driven	200 - 599 Tons \ 11 - 15 HP	1			
Services (Times per year): Cooling Tower Cleaning (1) - Cooling Tower Drain (1) - Cooling Tower Refill (1) - Operating Inspection (1)						

Package / RTU's	Exhaust Fans	0 - 5 HP	7			
Services (Times per year): Operating Inspection - Heat (1)						

Package / RTU's	Packaged Units - Gas Heat Only	150K - 250K BTUs	6			
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Heat (1)						

Package / RTU's	Split Systems- A/C Only	0 - 5 Tons	3			
Services (Times per year): Air Cooled Condenser Coil (2) - HVAC Air Filter Change (4) - Operating Inspection - Cool (1)						

Package / RTU's	Unit Ventilators	Heat Only, Ceiling Mount	8			
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Heat (1)						

Package / RTU's	Packaged Units - A/C Only	0 - 5 Tons	1			
Services (Times per year): Air Cooled Condenser Coil (2) - HVAC Air Filter Change (4) - Operating Inspection - Cool (1)						

Heating Systems	Infrared Gas Heaters	101 - 200 KBTU	8			
Services (Times per year): Operating Inspection (1)						

Package / RTU's	Packaged Units - A/C & Gas Heat	0 - 5 Tons	4			
Services (Times per year): Air Cooled Condenser Coil (2) - HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)						

Heating Systems	Domestic Hot Water Heater	1.3 MBH & under - Gas	1			
Services (Times per year): Combustion Analysis (1) - Operating Inspection (1)						

System Level	System Level	Heating Pump Control Check	8			
Services (Times per year): Preventative Maintenance (1)						

Control Systems - Summary Level	Control Loop Tuning	Periodic Loop Tuning	1			
Services (Times per year): Control Loop Tuning (1)						

System 600 FLN	System 600 FLN	TEC - Electronic Outputs using CAP	1			
Services (Times per year): Controller Analysis Program (1)						

3.2 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Robert Bowman - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Vance Donofrio - Service Account Engineer is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Michael Agee - Primary Service Mechanic is responsible for performing the ongoing service of your system.

Rich Starr – Primary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Nate Brown- Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Michele Coleman- Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Debbie Cox- Service Administrator is responsible for all service invoicing including both service agreement and service projects.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
 45470 Commerce Center Drive
 Plymouth Township, MI 48170
 Robert Bowman
 (734) 582 -3807

Delhi Township Hall
 1492 Aurelius Road
 Holt, MI 48842
 John Elsinga

Services shall be provided at 1492 Aurelius Road(DPS Mtc Bldg), 2074 Aurelius Road(CSC), 2045 S. Cedar Street (DDA/ICSD), 2108 S. Cedar Street(Senior Center) and 5961 McCue Road (POTW)Holt, MI 48842.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 02/21/2014 and the attached terms and conditions. The original Senior center and POTW contract will be cancelled and combined with this contract. The balance of the Senior center contract dollars will be credited to the first year payment. The POTW contract was billed quarterly on 2/1/2014 so there will not be any credit.

Duration: This agreement shall remain in effect for an Initial Term of 5 Years beginning 05/01/2014 and from year to year thereafter. There is a 3% increase for every year.

Investments:

Year 1	05/01/2014 to 04/30/2015	\$70,149 annually (minus \$4,624 credit from original Senior center contract)	paid \$65,525 annually in advance
Year 2	05/01/2015 to 04/30/2016	\$72,658 annually	paid \$72,658 annually in advance
Year 3	05/01/2016 to 04/30/2017	\$74,868 annually	paid \$74,868 annually in advance
Year 4	05/01/2017 to 04/30/2018	\$77,114 annually	paid \$77,114 annually in advance
Year 5	05/01/2018 to 04/30/2019	\$79,427 annually	paid \$79,427 annually in advance

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:
 John Elsinga
 Delhi Township

Proposal submitted by:
 Robert Bowman
 Account Executive
 Siemens Industry, Inc.

 Signature Date

 Signature Date

P.O.# _____

Jason Malek

Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Area Manager

Or

Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

 Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Time & Material Labor Rates, Parts Discounts and Outside Material Markup

Effective 1/01/2014 – 12/31/2014

Revised: 12/31/2013

➤ 2-Hour minimum billing for **Non-TSP** customers of BAU, FIS, or SES.

Metro Detroit / Lansing	Non-TSP T&M Straight Time Rates	Overtime (1.5)	Double Time / Holidays (2.0)	TSP T&M Straight Time Rates	Overtime (1.5)	Double Time / Holidays (2.0)
BAU Mechanical Service	\$139	\$209	\$278	\$118	\$177	\$236
BAU Service Engineer/PM	\$200	\$300	\$400	\$167	\$251	\$334
BAU Automation Specialist	\$175	\$263	\$350	\$143	\$215	\$286
BAU Energy Engineer	\$210	\$315	\$420	\$177	\$266	\$354
BAU Electrical Service Specialist	\$185	\$278	\$370	\$155	\$233	\$310
BT Electrical Installation	\$118	\$177	\$236	\$100	\$150	\$200
SES Service Engineer/PM	\$164	\$246	\$328	\$135	\$203	\$270
SES Security Specialist	\$148	\$222	\$296	\$123	\$185	\$246
Fire Service Engineer/PM	\$185	\$278	\$370	\$148	\$222	\$296
Fire Alarms Specialist/Technician	\$164	\$246	\$328	\$130	\$195	\$260
Fire Suppression Technician	\$137	\$206	\$274	\$116	\$174	\$232

Grand Rapids / West Michigan	Non-TSP T&M Straight Time Rates	Overtime (1.5)	Double Time / Holidays (2.0)	TSP Rates - Straight Time Rates	Overtime (1.5)	Double Time / Holidays (2.0)
Fire Service Engineer/PM	\$160	\$240	\$320	\$130	\$195	\$260
Fire Alarms Specialist/Technician	\$144	\$216	\$288	\$110	\$165	\$220
Fire Suppression Technician	\$123	\$185	\$246	\$104	\$156	\$208
SES Service Engineer/PM	\$135	\$203	\$270	\$115	\$173	\$230
SES Security Specialist	\$119	\$179	\$238	\$100	\$150	\$200
BAU Mechanical Service	\$123	\$185	\$246	\$102	\$153	\$204
BAU Service Engineer/PM	\$171	\$257	\$342	\$143	\$215	\$286
BAU Automation Specialist	\$149	\$224	\$298	\$123	\$185	\$246
BAU Energy Engineer	\$189	\$284	\$378	\$160	\$240	\$320
BAU Electrical Service Specialist	\$166	\$249	\$332	\$142	\$213	\$284
BT Electrical Installation	\$107	\$161	\$214	\$90	\$135	\$180

Notes:

1. **\$76.00 Trip Charge** for All **Non-TSP** Customers & FIS TSP Customers who are not paying published T&M Rates.
2. Overtime Rate Applies after 5:00 P.M to 5:00 A.M. Monday thru Saturday.
3. Double Time Rate Applies to Sundays and Holidays.
4. Invoicing unless otherwise specified in its proposal, Siemens Industry, Inc shall have the right to invoice the purchaser for all material delivered and work performed under this order at such times that it considers appropriate.
5. **Special Administration:** When a particular job requires special procedures, forms, invoicing, etc. an administration charge of **1%** of order price or **\$50.00 per hour** (whichever is greater) may be charged.

****** All Excess Returned Material, will be charged a 15% restocking Fee – No Exceptions ******

Appendix B.

Discretionary Labor – 4 Days added for Automation services.

Delhi Township shall receive up to (32) hours of additional straight time Specialist labor for projects or emergencies at their discretion. These visits must be in increments of (4) or (8) hour portal to portal increments. Work performed during these visits does not include warranty.

Prices reflect increase includes the senior center.

Delhi Equipment Breakdown

Township Hall

Heat pump HP-1 room 159
 Heat pump HP-2 room 138
 Heat pump HP-3 room 122
 Heat pump HP-3A room 123
 Heat pump HP-4 room 118
 Heat pump HP-5 room 188 Library
 Heat pump HP-6 Basement room 007
 Heat pump HP-7 room 10
 Heat pump HP-7a basement ceiling by room 020
 Heat pump HP-8 Basement room 007
 Boiler #1 Teledyne Laars Basement room 006
 Boiler #2 Teledyne Laars Basement room 006
 (2) Boiler pump 1hp basement room 006
 Boiler pump 1/6hp basement room 006
 Cooling tower pump 5hp basement room 006
 (2)Heat pump pumps 7 1/2 hp basement room 006
 (2)Radiant pumps 3/4hp
 Cooling tower outside bldg.
 Make-up Air Fire department
 Make-up Air ERU-1 ceiling
 Make-up Air ERU-2 ceiling
 Make-up Air ERU-3 ceiling
 Make-up Air ERU-4 ceiling
 Exhaust fans
 Make-up Air ERU-1 ceiling
 Make-up Air ERU-2 ceiling
 Make-up Air ERU-3 ceiling
 Make-up Air ERU-4 ceiling

Public Service Building

Bryant furnace #1 Maintenance mechanical room
Bryant furnace #2 Maintenance mechanical room
Bryant A/C unit #1 outside bldg.
Bryant A/C unit #2 outside bldg.
(5) Radiant heaters garage area
Fredrick packaged A/C unit Mezzanine
Bryant furnace #3 Mezzanine
Bryant A/C unit #3 outside bldg.
(3) Radiant heaters back building
Rudd 90 furnace Lift station
Sterling Make-up Air #1
Sterling Make-up Air #2
Sterling Make-up Air #3
Reznor unit Heater Generator room
Reznor unit Heater basement
All Exhaust fans

Sheriff office

RTU-1 Roof of Sherriff office Carrier 4 ton with gas heat
RTU-2 Roof of Sherriff office Carrier 4 ton with gas heat
RTU-3 Roof of Sherriff office Carrier 4 ton with gas heat
RTU-4 Roof of Sherriff office Carrier 4 ton with gas heat
EF-1 Roof of Sherriff office
EF-2 Roof of Sherriff office
EF-3 Roof of Sherriff office
1-Water heater
1-Hot water circulating pump

Senior Center

5-RTU Heat pump w/ electric heat
1-Heating system 1.3 MBH
9-Pump Centrifugal
2- Exhaust fans roof

PTOW WASTE WATER TREATMENT PLANT

1- Quincy Air compressor QR-310
1- Quincy Air Dryer QPNC -10
1- Advantage Maximum Chiller 200LE

- 1- Rupp make up air
- 1- Aaon Roof top unit DT-025/DX-C16/MZ
- 1- Hatzel exhaust fan A58E-186FW-FG-FX-G3
- 1- HW5-30 Boiler
- 1- Aurora Pump
- 1- Carrier Chiller r Bldg. 210
- 1- McQuay rooftop Bldg. 210
- 4- Cook exhaust fans Bldg. 210
- 1- Exhaust fan Bldg. 210
- 1-McQuay fan coil unit Bldg. 200
- 8- B&G pumps
- 1- Lochinvar boiler Next to Bldg. 200
- 1- Wing make-up air unit Bldg. 200
- 2- Rezner make-up air units Bldg. 200
- 1- Rezner make-up air unit Tertiary Bldg.



Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: March 3, 2014

RE: Ordinance 111.1 – Amendment to Delhi Township Motor Vehicle Ordinance

Attached please find a copy of a proposed amendment to Ordinance 111. Ordinance 111, the Motor Vehicle Ordinance, was adopted by the Township Board in 2005. It enabled local enforcement and prosecution of certain violations of the motor vehicle code (e.g. speeding tickets, etc.). One of the main benefits of this approach is that approximately 33% of the fines and costs collected as a result of this effort are returned directly to the Township. This approach is common among local governments and is appreciated by our Delhi Division of the Sherriff's Department.

At that time, Attorney Bob Robinson was appointed to provide local prosecution of the Motor Vehicle Ordinance violations on behalf of the Township. He continues to serve the Township in this capacity and has been successful. Mr. Robinson is now also affiliated with Thrun Law, which is the primary legal counsel used by the Township.

At this time, Township legal counsel is recommending that we consider amending the existing Motor Vehicle Ordinance to include local prosecution of super drunk violations. In his attached letter, Township Attorney Revore points out that "*super drunk*" is the term coined for drivers who are operating a vehicle while having a blood alcohol level which exceeds twice the legal limit (.17, as opposed to .08). Adding the super drunk language to our Ordinance will allow for the Township's capture of certain fines that may be imposed after an individual is convicted.

If you have any questions, please don't hesitate to ask and I would be happy to follow up with legal counsel to find answers. Otherwise, please forward the attached for 1st consideration by the Township Board at their upcoming March 18th meeting.

Recommended Motion:

Upon introduction and first consideration, to amend Delhi Township Ordinance No. 111, Motor Vehicle Ordinance, which adopts the Michigan Vehicle Code as amended to include prosecution of elevated alcohol content and penalty of violation thereof.



THRUN
LAW FIRM, P.C.

U.S. MAIL ADDRESS
P.O. Box 2575
EAST LANSING, MICHIGAN 48826-2575
PHONE: (517) 484-8000
FAX: (517) 484-0041
FAX: (517) 484-0081

ALL OTHER SHIPPING
2900 WEST ROAD
EAST LANSING, MICHIGAN 48823-1391

DAVID M. REVORE
(517) 374-8816

March 3, 2014

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Ms. Tracy L.C. Miller
Delhi Township Department of Community Development
2074 Aurelius Road
Holt, MI 48842

Re: *Amendment to the Delhi Charter Township Motor Vehicle Ordinance No. 111 and the Township Municipal Code Adopting the Michigan Motor Vehicle Code, Section 257.625(1)(c) of the Michigan Compiled Laws.*

Tracy:

Please find enclosed for your review an ordinance to amend the Delhi Charter Township Motor Vehicle Ordinance No. 111 and to amend Article II of Chapter 17, to add Section 17-34 of the Township Code, to adopt by reference the Michigan Motor Vehicle Code, being 1949 P.A. 300, as amended, codified at section 257.625(1)(c) of the Michigan Compiled Laws (a.k.a. "Super drunk").

This amendment allows for Township prosecution (and the capture of certain fines after conviction) for violations of the Traffic Code where a person has an alcohol content of 0.17 grams or more per 100 milliliters of blood (more than twice the legal limit to operate a vehicle), per 210 liters of breath, or per 67 milliliters of urine.

A violation of the prohibited conduct of section 625(1)(c), is a misdemeanor punishable by one or more of the following:

- a) Community service for not more than 360 hours.
- b) Imprisonment for not more than 180 days.
- c) A fine of not less than \$200.00 or more than \$700.00.

Very truly yours,

THRUN LAW FIRM, P.C.

David M. Revore

Enclosures

C: Robert J. Robinson, Esq.

DELHI CHARTER TOWNSHIP

INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 111.1

PREAMBLE

AN ORDINANCE TO AMEND THE DELHI CHARTER TOWNSHIP MOTOR VEHICLE ORDINANCE NO. 111 AND ARTICLE II OF CHAPTER 17 OF THE TOWNSHIP CODE TO ADD SECTION 17-34 TO ADOPT THE MICHIGAN VEHICLE CODE, PA 1949 NO. 300, AS AMENDED, BEING SECTION 257.625(1)(c) OF THE MICHIGAN COMPILED LAWS, AND THE MICHIGAN UNIFORM TRAFFIC CODE (EXCEPT WHEN NOT IN CONFORMITY WITH THE MICHIGAN MOTOR VEHICLE CODE) PURSUANT TO MCL 257.951, AND PURSUANT TO MCL 42.23; AND TO PROVIDE A PENALTY FOR VIOLATION THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION I. AMENDMENT OF MOTOR VEHICLE ORDINANCE NO. 111, AND ARTICLE II OF CHAPTER 17 OF THE TOWNSHIP CODE, TO ADD SECTION 17-34 FOR PROSECUTION OF ELEVATED ALCOHOL CONTENT AND PENALTY FOR VIOLATION THEREOF.

The Delhi Charter Township Motor Vehicle Ordinance No. 111 and Article II of Chapter 17, Section 17-34 of the Township Code, shall be and is hereby added to provide follows:

SECTION II. ADOPTION OF THE MICHIGAN VEHICLE CODE, SECTION 625(1)(c). The Michigan Vehicle Code, PA 1949 No. 300, as amended, being Section 257.625(1)(c) of the Michigan Compiled Laws, and the Michigan Uniform Traffic Code (except when not in conformity with the Michigan Motor Vehicle code) pursuant to MCL 257.951 and pursuant to MCL 42.23, is hereby adopted and amends the Delhi Charter Township Motor Vehicle Ordinance and the Township Code.

SECTION III. PENALTIES. A violation of the prohibited conduct in section 625(1)(c), which has been adopted in this Ordinance and the Township Code, is a misdemeanor punishable by one or more of the following:

- a) Community service for not more than 360 hours.
- b) Imprisonment for not more than 180 days.
- c) A fine of not less than \$200.00 or more than \$700.00.

SECTION IV. REFERENCE TO LOCAL AUTHORITIES. References in the Michigan Vehicle Code to "local authorities" or "local units of government" or "police agency" or any similar reference referring to local government shall be deemed to refer to the Charter Township of Delhi, its police officers and police department, and any other personnel authorized to enforce the Delhi Chart Township Motor Vehicle Ordinance.

SECTION V. COPIES OF VEHICLE ORDINANCE. At the time of adoption of this Ordinance, sufficient copies of the Motor Vehicle Code adopted hereby and amendments thereto shall be made available for public use at a reasonable charge at the office of the Charter Township of Delhi.

SECTION VI. EFFECT OF HEADINGS. Section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any section of the Delhi Charter Township Motor Vehicle Ordinance.

SECTION VII. SAVINGS CLAUSE.

Except as expressly amended herein, all other provisions of the Delhi Charter Township Zoning Ordinance shall remain in full force and effect.

SECTION VIII. REPEAL. All Ordinances or parts of Ordinances of the Charter Township of Delhi inconsistent herewith shall be and are hereby repealed, insofar as they may be inconsistent with the provisions of this Ordinance. The adoption of this Ordinance shall not, however, invalidate any prosecution or other legal proceeding taken in connection with a similar subject matter under ordinances existing at the time such action was initiated.

SECTION IX. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

SECTION X. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its adoption and publication as provided by law.

First Reading: _____
First Publication: _____
Second Reading: _____
Second Publication (Posting): _____
Effective Date: _____

C.J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. ____, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ____ day of _____, 2014, and that the same was posted and published as required by law on the ____ day of _____, 2014.

Evan Hope, Clerk

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN
ORDINANCE NO. 111

PREAMBLE

AN ORDINANCE TO ADOPT THE MICHIGAN VEHICLE CODE, THE UNIFORM TRAFFIC CODE AND SECTIONS 3101 AND 3102 OF THE MICHIGAN INSURANCE CODE AS MODIFIED BY THIS ORDINANCE AS THE DELHI CHARTER TOWNSHIP MOTOR VEHICLE ORDINANCE, WHICH ORDINANCE SHALL DEFINE TERMS AND PROVIDE FOR REGULATION OF VEHICLES AND OPERATION THEREOF WITHIN THE CHARTER TOWNSHIP OF DELHI; TO ESTABLISH SANCTIONS FOR VIOLATIONS OF THIS ORDINANCE AND OTHERWISE PROVIDE FOR THE ENFORCEMENT HEREOF, FOR THE PRESERVATION AND ENHANCEMENT OF THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CHARTER TOWNSHIP OF DELHI AND PERSONS WITHIN ITS BOUNDARIES; TO ADOPT A SAVINGS AND SEVERABILITY PROVISION; TO REPEAL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION 1. SHORT TITLE; SECTION NUMBER DESIGNATIONS. This Ordinance shall be cited as the "Delhi Charter Township Motor Vehicle Ordinance" and the section numbers of the Delhi Charter Township Motor Vehicle Ordinance shall be deemed to be identical to those contained within the Michigan Vehicle Code, and the Michigan Insurance Code.

SECTION 2. ADOPTION OF MICHIGAN VEHICLE CODE. The Michigan Vehicle Code, PA 1949 No. 300, as amended, being Sections 257.1 through 257.923 of the Michigan Compiled Laws, except as modified herein, and MCL 500.3101 and 500.3102 of the Michigan Insurance Code, and the Michigan Uniform Traffic Code (except when not in conformity with the Michigan Motor Vehicle code) pursuant to MCL 257.951, and pursuant to MCL 42.23, are hereby adopted as the Delhi Charter Township Motor Vehicle Ordinance.

SECTION 3. REFERENCE TO LOCAL AUTHORITIES. References in the Michigan Vehicle Code to "local authorities" or "local units of government" or "police agency" or any similar reference referring to local government shall be deemed to refer to the Charter Township of Delhi, its police officers and police department, and any other personnel authorized to enforce the Delhi Charter Township Motor Vehicle Ordinance.

SECTION 4. MICHIGAN VEHICLE CODE SECTIONS NOT ADOPTED. This Ordinance does not adopt the following sections of the Michigan Vehicle Code: Sections 201 through 203a; Section 204 and 204a; Sections 205 through 208; Sections 208b through 208d; Sections 209 through 214; Sections 217 through 217o; Sections 218 through 222; Sections 227 through 227b; Sections 229 through 238; Sections 240 through 242; Sections 243 through 251a; Sections 253 and 254; Sections 257 through 259; Sections 303 through 310e; Sections 312b through 314a; Section 316; Section 319c; Section 323d; Section 328; Section 329; Sections 401 through 404; Sections 501 through 532; Section 601c; Section 602a; Sections 608 through 610; Section 626c; Section 629; Sections 629d and e; Section 710f; Sections 728b and c; Section 733; Section 744a; Sections 801 through 821; Section 901 through 903; Section 921; and Section 923.

SECTION 5. PRODUCTION OF EVIDENCE OF INSURANCE; CERTIFICATE OF INSURANCE; VIOLATIONS AND PENALTIES; POINTS, EXEMPTIONS. Section 257.328 of the Delhi Charter Township Motor Vehicle Ordinance shall read as follows:

Section 257.328. Production of evidence of insurance; certificate of insurance; violations and penalties; points; exemptions.

- (1) The owner of a motor vehicle who operates or permits the operation of the motor vehicle upon the highways of this state, or the operator of the motor vehicle, shall produce, pursuant to subsection (2), upon the request of a police officer, evidence that that motor vehicle is insured under Chapter 31 of Act No. 218 of the Public Acts of 1956, as amended (Michigan Compiled Laws 500.3101 to 500.3179). An owner or operator of a motor vehicle who fails to produce evidence under this subsection when requested to produce that evidence is responsible for a civil infraction.
- (2) A certificate of insurance, if issued by an insurance company, which certificate states that security meets the requirements of Sections 3101 and 3102 of Act No. 218 of the Public Acts of 1956, as amended (MCL 500.3101 and 500.3102), is in force shall be accepted as *prima facie* evidence that insurance is in force for the motor vehicle described in the certificate of insurance until the expiration date shown on the certificate. The certificate, in addition to

describing the motor vehicles for which insurance is in effect, shall state the name of each person named on the policy, policy declaration, or a declaration certificate whose operation of the vehicle would cause the liability coverage of that insurance to become void.

- (3) If an owner of a motor vehicle is determined to be responsible for a violation of subsection (1), the court in which the civil infraction determination is entered may require the person to surrender his or her operator's or chauffeur's license until proof that the vehicle has insurance meeting the requirements of Section 3102 of Act No. 218 of the Public Acts of 1956, as amended (MCL 500.3102) is submitted to the court. If the court requires the license to be surrendered, the court shall order the secretary of state to suspend the persons' license and forward the surrendered license and a certificate of civil infraction to the secretary of state. Upon receipt of the certificate of civil infraction and the surrendered license, the secretary of state shall suspend the person's license beginning with the date on which a person is determined to be responsible for the civil infraction for a period of 30 days or until proof of insurance which meets the requirements of Section 3102 of Act No. 218 of the Public Acts of 1956, as amended, is submitted to the secretary of state, whichever occurs later. If the license is not forwarded, an explanation of the reason why it is not forwarded shall be attached.

- (4) This section does not apply to the owner or operator of a motor vehicle that is registered in a state other than this state or a foreign country or province.

SECTION 6. COPIES OF VEHICLE ORDINANCE. At the time of adoption of this Ordinance, sufficient copies of the Motor Vehicle Code adopted hereby and amendments thereto shall be made available for public use at a reasonable charge at the office of the Charter Township of Delhi.

SECTION 7. EFFECT OF HEADINGS. Section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any section of the Delhi Charter Township Motor Vehicle Ordinance.

SECTION 8. PENALTIES. Section 257.901 of the Delhi Charter Township Motor Vehicle Ordinance shall read as follows:

Section 257.901. Penalties. Violation of this Ordinance, except where otherwise designated as a felony, or civil

infraction, or where mandatory minimum sentences are imposed, or where designated for maximum sentence of incarceration of up to 93 days or more, plus fine, shall be a misdemeanor punishable by up to 90 days and a fine of up to \$500.00, or both such fine and imprisonment.

SECTION 9. SAVINGS PROVISION. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated and prosecuted according to the Ordinance in force when such proceedings were commenced. This Ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of hereof, or initiated before the effective date of this Ordinance for an offense committed before that effective date.

SECTION 10. REPEAL. All Ordinances of the Charter Township of Delhi in conflict herewith are, to the extent of said inconsistencies, repealed.

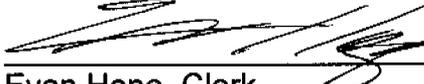
SECTION 11. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

SECTION 12. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its passage.

Ayes: Hayhoe, Hope, Ketchum, Krepps, Sweet, Ammon, Goodrich
Nays: None
Absent: None



Stuart Goodrich, Supervisor



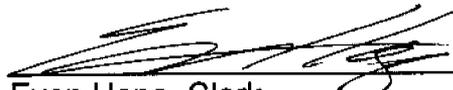
Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, do hereby certify that the above is a true action taken by the Delhi Charter Township Board of Trustees as follows:

First Reading:	December 6, 2005
First Publication:	December 11, 2005
Second Reading/Adoption:	December 20, 2005
Second Publication:	December 25, 2005
Effective Date:	January 19, 2006

STATE OF MICHIGAN)
)§
COUNTY OF INGHAM)

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 111, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the 20th day of December 2005.



Evan Hope, Clerk