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**TOWNSHIP BOARD REGULAR MEETING  
AGENDA  
Monday, December 21, 2020 - 6:00 PM**

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**How to Connect:**

**Meeting URL:** <https://us02web.zoom.us/j/85967139581?pwd=ek50eG5CVjJQZEM3ZDlraEYvSXN5UT09>

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**Public comment will be available to all participants.**

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**I. CALL TO ORDER**

**II. OPENING CEREMONIES**

**III. ROLL CALL** – Members: Supervisor Kenneth R. Fletcher, Clerk Mary R. Clark, Treasurer Dennis R. Fedewa, Trustee Elizabeth (Beth) S. Bowen, Trustee Fonda J. Brewer, Trustee Andrea M. Cascarilla, and Trustee Karen J. Mojica

**IV. PRESENTATIONS AND PROCLAMATIONS**

**1. [Martin Luther King, Jr. Day Proclamation](#)**

**V. SET/ADJUST AGENDA**

**VI. PUBLIC HEARINGS**

**VII. COMMUNICATIONS**

**2. [WWTP Update](#)**

**VIII. PUBLIC COMMENTS FOR ITEMS NOT ON AGENDA (maximum two minutes)**

**IX. INTRODUCTION OF ORDINANCES**

**X. PASSAGE OF ORDINANCES**

**3. [Adoption of Collection Bin Ordinance Amendments](#)**

The Planning Department recommends that the Delta Township Board adopt amendments to Chapter 46, Sections 46-5 through 46-15 of the Delta Township Code of Ordinances, pertaining to Collection Bins.

**4. Adoption of Code of Ordinance Amendments, Chapter 40, Utilities**

The Utility, Engineering and Finance Departments recommends that the Delta Township Board adopt amendments to Chapter 40, Sections 40-59, 40-60, 40-137, 40-138, 40-188 through 40-204, 40-234, 40-342, and 40-505 through 40-515 of the Delta Township Code of Ordinances, pertaining to Utilities.

**XI. CONSENT AGENDA** – Anyone may request item(s) to be pulled from the consent agenda for discussion. If left on the consent agenda, the items will be voted on by a roll call vote of the Board en masse. Then, the individual item(s) will be discussed and voted upon.

**5. Bills and Financial Transactions**

**a. \$ 1,431,436.23**

**6. Minutes**

**a. December 7, 2020 Minutes**

**b. December 14, 2020 Minutes**

**7. Approval of Eaton County Interlocal Agreement for County Designated Assessor**

The Manager's Office recommends that the Delta Township Board approve the interlocal agreement for Eaton County Designated Assessor.

**8. Fairfax Private Road Permit Request**

The Planning Department recommends that the Delta Township Board grant a Preliminary Private Road Permit to Mr. Gary Fairfax for the construction of a private road, being an easterly extension of Trillium Drive, as illustrated on a plan prepared by BRS Engineering and dated September 2020 in Section 1 of Delta Township.

**9. Huber Strainpress Sludge Cleaner Purchase**

The Utility Department recommends that the Delta township Board approve the purchase of one (1) Huber Strainpress Sludge Cleaner from Huber Technology, Inc. in the amount of \$107,800.

**10. Annual Review and Adoption of the Delta Township Fee Schedule**

The Manager's Officer recommends that the Delta Township Board approve the amended Delta Township Schedule of Fees as provided.

**11. Poverty Exemption Resolution**

The Assessing Department recommends that the Delta Township Board adopt the resolution for Poverty Exemption Guidelines for the 2021 Tax Year.

**XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION**

**XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA**

**XIV. ITEMS OF BUSINESS**

**12. Delta Township & Delta Township Professional Firefighter's Union Contract Ratification**

The Manager's Office recommends that the Delta Township Board ratify the collective bargaining agreement with the Delta Township Professional Firefighters Association Local 2846 by passage of resolution.

**13. MERS Defined Benefit Plan Adoption Agreements**

The Manager's Office recommends that the Delta Township Board approve the MERS Defined Benefit Plan Adoption Agreement for a COLA bridge effective January 1, 2021 and the MERS Defined Benefit Plan Adoption Agreement for Employee contribution cap effective January 1, 2021.

**14. Final Consideration of Redwood Rezoning Request, AG2 to RM, Case No. 10-20-08**

The Planning Department recommends that the Delta Township Board approve the rezoning request for the property described in Case No.10-20-08 (Parcel Nos. 040-070-200-230-00, 040-070-200-241-00, 040-070-200-250-00, 040-070-200-260-00), located at 7725, 7805, 7819, & 7831 W. Willow Highway, from AG2-Agricultural/Residential to RM-Multiple Family Residential

**15. Appointments to the Tri-County Regional Planning Commission Committees and Boards**

The Manager's office recommends that the Delta Township Board appoint the person(s) to the corresponding Tri-County Regional Planning Commission's Committees and Boards.

**16. Board & Commission Appointments**

The Township Supervisor recommends that the Delta Township Board appoint the person(s) to the corresponding Board or Commission; and that the Clerk is hereby directed to send notification informing them of their appointment.

**17. Budget Adjustment**

The Accounting Department recommends that the Delta Township Board amend the 2020 General Fund and Brownfield Redevelopment Fund budgets by approving the changes to the revenue and expenditure accounts

**XV. MANAGER'S REPORT**

**XVI. COMMITTEE OF THE WHOLE**

**XVIII. PUBLIC COMMENTS (maximum five minutes)**

**XIX. ADJOURNMENT**

**CHARTER TOWNSHIP OF DELTA**

**MARY R. CLARK, TOWNSHIP CLERK**

**Phone (517) 323-8500**

*Individuals with disabilities attending Township meetings or hearings and requiring auxiliary aids or services should contact Township Manager and ADA Coordinator Brian T. Reed by email at [manager@deltami.gov](mailto:manager@deltami.gov) or calling (517) 323-8590 to inform him of the date of the meeting or hearing that will be attended. Copies of minutes may be purchased or viewed in the Clerk's Office from 8 a.m. to 5 p.m., Monday through Friday.*

Supervisor Kenneth R. Fletcher  
Clerk Mary R. Clark  
Treasurer Dennis R. Fedewa  
Manager Brian T. Reed



Trustee Elizabeth S. Bowen  
Trustee Fonda J. Brewer  
Trustee Andrea M. Cascarilla  
Trustee Karen J. Mojica

Manager's Office

(517) 323-8590

TO: Supervisor Kenneth R. Fletcher and the Delta Township Board  
From: Brian Reed, Manager  
Date: December 21, 2020  
Subject: MLK Day Proclamation

On January 18, 2021 the Dr. Martin Luther King, Jr. Commission of Mid-Michigan will host their 36<sup>th</sup> Annual Day of Celebration honoring the civil rights leader. Each year, the Delta Township board participates in this event by attending the annual luncheon and honoring Dr. King with a proclamation and an ad in their program.

Due to Covid-19 this year's event will not be held in person, but rather broadcast on WILX-TV. This year's keynote speaker will be Dr. Bernice King, the youngest child of civil rights leaders Dr. Martin Luther King, Jr. and Coretta Scott King. Dr. Bernice King is a global thought leader, orator, peace advocate, and Chief Executive Officer of the Martin Luther King, Jr. Center for Nonviolent Social Change (The King Center), which was founded by her mother, Coretta Scott King, in 1968.

Since 1981, the Commission has been a presence in the mid-Michigan region, initially as an advocate for a national holiday in Dr. King's honor and we now host the largest luncheon event honoring Dr. King; we are also the longest running MLK Commission in the nation. Proceeds raised during this event are used to support education, anti-hunger initiatives, and community service organizations.

To continue our support of this event, I am asking the board to continue the tradition of honoring Dr. King with a proclamation. Therefore, I offer the following motion:

***“I move that, the Delta Township Board approve the proclamation honoring Dr. Martin Luther King Jr..”***





**CHARTER TOWNSHIP OF DELTA**

**PROCLAMATION HONORING**

**DR. MARTIN LUTHER KING, JR.**

**WHEREAS**, in 2021 the Greater Lansing Area Martin Luther King, Jr. Holiday Commission has adopted the theme of “Out of A Mountain of Despair, A Stone of Hope,” for its Annual Luncheon on January 18, 2021; and

**WHEREAS**, Dr. Martin Luther King, Jr., an American clergyman, activist, and prominent activist, led this nation in a nonviolent civil rights crusade during the 1950’s and 1960’s to obtain social, political, and economic equality for African-Americans and all oppressed peoples; and

**WHEREAS**, Dr. King’s courageous leadership, service, and clarity of vision changed our Nation forever; and

**WHEREAS**, due to the efforts of many dedicated people who believe Dr. King deserves national recognition, the third Monday in January is nationally recognized as a day to remember Dr. King, his legacy, and the causes for which he so gallantly fought and died; and

**WHEREAS**, Dr. King’s life will always shine as a light for those without hope and as an example to be emulated by all who care about their fellow human beings, regardless of race, religion, class or nationality; and

**NOW THEREFORE**, be it hereby resolved that on this twenty-first day of December two-thousand twenty the Delta Township Board hereby honors the memory of Dr. Martin Luther King, Jr. in appreciation of the many accomplishments he made.

**BE IT FURTHER RESOLVED**, that the Delta Township Board encourages all residents to celebrate and promote Dr. King’s values of rich cultural and ethnic diversity and continue to work for the day when the dignity and humanity of every person is respected.

\_\_\_\_\_  
Supervisor Kenneth R. Fletcher

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Clerk Mary R. Clark

\_\_\_\_\_  
Trustee Elizabeth S. Bowen

\_\_\_\_\_  
Treasurer Dennis R. Fedewa

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Trustee Fonda J. Brewer

\_\_\_\_\_  
Trustee Andrea M. Cascarilla

\_\_\_\_\_  
Trustee Karen J. Mojica



# PROJECT STATUS COMMUNICATION

DATE: December 16 2020

PREPARED BY: Gary Markstrom

PROJECT: Delta Township Wastewater Treatment Plant Improvements Project – Design Phase

Tt PROJECT NO: 200-214200-20001 CONTACT: Ernie West, P.E., Delta Township

### Task completed or in-progress since last status communication.

- Prepared and submitted concept plans for grit equipment and filtration and UV alternatives. Equipment and conceptual layouts discussed in progress meetings.
- Prepared conceptual site plan and renderings for administration building to be located on top of hill.
- Tetra Tech is developing background drawing of existing plant and yard piping
- Draft Basis of Design prepared and submitted for Township review with wastewater characteristics, process design capacities and preliminary equipment preferences. BOD document completion extended to allow additional time for sampling and testing of the wastewater by the Township.
- Township currently coordinating with FKC for a demo of their sludge dewatering equipment. Pilot study period anticipated in late December or January depending on equipment availability.
- Performed an inspection of the existing biosolids digester. Township had recently cleaned the tank to facilitate the equipment inspection.
- Township completed the influent sampling and testing that will be used in the process modeling.

### Opportunities for cost avoidance or added value.

- None at this time

### Impediments, roadblocks, assistance needed.

- With the new location of the admin building, the Township should obtain additional soil borings and subsurface analysis for foundation design.

### Change (or potential change) of scope items or customer concession. (Details on attached Request to Change Authorization)

- The sludge screen demonstration results indicate favorable process improvements and therefore the equipment will be added to the treatment process which will be a change in the original scope of improvements.
- Discussion held regarding moving the admin building to the first phase of the project. This would affect the final design budget of phase 1. Once the 30% design is nearing completion, we will evaluate the overall design engineering budget and determine if adjustments are necessary.

### Schedule:

- 7-20-2020 to 12-20-2020 Basis of Design
- 7-20-2020 to May 15, 2021 Preliminary Design for Phase 1 and Phase 2
- May 2021 to December 31, 2021 Final Design of Phase 1
- January 2022 permitting and bidding
- Construction April 2022

### Next task or action items.

- Receive and incorporate Township review comments on the draft basis of Design into the Final Basis of Design and submit to Township for additional review.
- Complete proposed site layout plan drawings of new treatment works. Site plan to include preliminary grading plan.
- Schedule meeting with EGLE for review of draft Basis of Design
- Update process modeling for incorporation in the final Basis of Design.
- Begin space needs planning for administration /lab building.

Please do not hesitate to contact any member of your Team at any time.

Gary Markstrom  
Project Manager

Phone: 810.499.6646

Email: Gary.markstrom@tetratech.com



MEMO

TO: Supervisor Kenneth R. Fletcher & Township Board  
Delta Charter Township

FROM: Gary Bozek  
Planning Director

DATE: December 16, 2020

SUBJECT: Final Consideration/Adoption of Proposed Amendments to Collection Bin Ordinance

The proposed amendments were drafted as a result of difficulties with the enforcement of the Township's Collection Bin Ordinance, which is Chapter 46 of the Township's Code of Ordinances. Essentially, the collection bin operators have ignored our permitting requirements, and have been unresponsive to any enforcement efforts. Staff is proposing several revisions that would make the property owners who allow the collection bins to be placed on their properties responsible for compliance with the standards of the ordinance as well as the operators. Currently the ordinance lacks the necessary teeth to ensure compliance. Staff is proposing to add language giving greater authority for removing the bins that are not in compliance, and assessing the cost of this action to the operators and/or property owners.

The Board authorized the Township Attorney to review the proposed amendments on January 13, 2020.

Attached please find a copy of the ordinance with staff's and the attorney's recommended revisions. Proposed deletions are indicated in an enlarged bold red strikeout font and additions are indicated in an enlarged bold green italicized font. The affected sections are sections 46-5 through 46-11.

Section 46-5 (d) would be revised ensure that the property grants proper permission and agrees to shared responsibility for the adherence to the collection bin regulations.

Section 46-6 is proposed to be revised to make it clear that the property owners share responsibility for compliance along with the operators. Subparagraph (7) is being revised to reference calendar days.

Section 46-7 Subparagraph (a) is proposed to be revised to make the permit valid from the beginning to the end of a calendar year, rather than mid-year to mid-year. This will help with administration of the ordinance by staff. Subparagraphs (b) and (d) are proposed to be revised to distinguish between business days and calendar days for issuance of the permit by staff, and removal of a bin after permit expiration, respectively.

Section 46-8 (a) and (b) are proposed be revised to distinguish between calendar days and business days for application renewals and staff renewals, respectively.

Section 46-9 (a) is proposed to be revised to specify calendar days for violation abatement, and to expand the one-year collection bin prohibition on a site after a permit revocation to apply to both the operator and the property owner.

Section 46-9 Subparagraph (b) is where staff is proposing to add the much needed “teeth” to the ordinance to compel compliance. The language being proposed is borrowed from the City of Lansing’s collection bin ordinance. It would grant the Township the authority and option to remove the bins that are non-compliant, and assess the cost of doing so to the operator and/or owners as necessary. Failure to pay the Township’s costs would result in a tax lien being placed on the property. Calendar days are also referenced for the removal deadline. Subparagraph (c) would be amended to apply also to the property owner.

Section 46-10 is proposed to be revised to specify business days for the filing of an appeal.

Section 46-11 (c) is proposed to be revised to specify calendar days prior to commencing certain enforcement activities after adoption of the amendments.

Sections 46-12 through 46-15 are added as standard to all adopted Code of Ordinance revisions.

Requested Action:

The Board formally introduced the amendments on December 7, 2020. The amendments are being placed on the Board’s December 21, 2020 regular meeting agenda for final consideration and adoption. The following motion is offered for the Board’s consideration:

“I move that the Delta Township Board adopt amendments to Chapter 46, Sections 46-5 through 46-15 of the Delta Township Code of Ordinances, pertaining to Collection Bins. The Township Clerk is hereby directed to publish a Notice of Adoption of the Ordinance in local newspapers and the Ordinance shall become effective upon publication.”

**DELTA CHARTER TOWNSHIP  
EATON COUNTY, MICHIGAN  
ORDINANCE NO. \_\_\_\_\_**

At a duly scheduled and noticed meeting of the Township Board of the Charter Township of Delta, Eaton County, Michigan, held at the Delta Township Offices on \_\_\_\_\_ at 6:00 p.m., Township Board Member \_\_\_\_\_ moved to \_\_\_\_\_ the following Ordinance, which motion was seconded by Township Board Member \_\_\_\_\_. The Ordinance was adopted by the Township Board on \_\_\_\_\_.

AN ORDINANCE OF CHARTER TOWNSHIP OF DELTA, EATON COUNTY, MICHIGAN, TO AMEND CHAPTER 46 OF THE CHARTER TOWNSHIP OF DELTA CODE OF ORDINANCES, WHICH REGULATES COLLECTION BINS. THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF DELTA HEREBY ORDAINS:

That Chapter 46 of the Code of Ordinances, of the Charter Township of Delta, Eaton County, Michigan (or Delta Charter Township Code) be amended by revising language contained in sections 46-5 through to 46-15, which chapter shall then read as follows:

**Sec. 46-1. Short title.**

This chapter shall be known as the Delta Township Collection Bin Ordinance.

**Sec. 46-2. Intent.**

This ordinance is intended to regulate the size, placement, operation and maintenance of collection bins.

**Sec. 46-3. Definitions.**

*Administrator* means the Zoning Administrator or his/her designee.

*Collection Bin* means any container, receptacle, or similar device that is located on any parcel or lot of record within the township and that is used for soliciting and/or collecting clothing, household items, or other personal property. This term does not include recycling bins for the collection of recyclable material, any rubbish or garbage receptacle or any collection bin located within an enclosed building.

*Operator* means a person who owns, operates, supervises or otherwise is in control of a collection bin(s).

*Property Owner* means a person or entity that is an owner of real property where the collection bin(s) is located or an authorized agent of the property.

*Real Property* means a lot, parcel or lot of record located in Delta Charter Township.

*Unimproved Parcel* means a property not occupied by buildings or structures.

**Sec. 46-4. Collection bin permit.**

No later than thirty (30) days from the effective date of this ordinance, no person shall place, operate, maintain or allow any collection bin on any real property in Delta Charter Township without first obtaining an annual permit issued by the administrator to locate a collection bin.

**Sec. 46-5. Application for a permit.**

- (a) Any person desiring to secure a permit for a collection bin shall file an application with the administrator.
- (b) A permit shall be obtained for each collection bin proposed. A separate fee shall be paid for each collection bin. A permit is non-transferrable among operators or properties.
- (c) Applications for a collection bin permit shall consist of the following:
  - (1) An application form supplied provided by the Administrator providing:
    - (a) Name, address, telephone number and e-mail address of the applicant, property owner and collection bin operator. Bins owned and/or operated by one entity for benefit of another entity shall provide the contact information for both entities on the application.
    - (b) Name, address, telephone number and e-mail address of the agent or person who will be available during regular business hours and will be responsible for compliance.
    - (c) The physical address of the real property where the collection bin is proposed to be located.
    - (d) Written *and signed* permission from the property owner *allowing the operator* to place a collection bin on the **subject parcel owner's real property, and containing a statement that the owner agrees to adhere to standards contained in Sec. 46-6 of this chapter along with the operator.**
  - (2) A copy of the license and registration from the State of Michigan under the Michigan Consumer Protection Act and the Charitable Organizations and Solicitations Act if statutorily required.
  - (3) A photograph of the proposed collection bin.

- (4) An aerial photo depicting the proposed location of the collection bin on the real property, specifically setbacks from property lines and the dimensions of the proposed collection bin.
- (5) Submittal of a nonrefundable application fee in an amount established by resolution of the Township Board.

**Sec. 46-6. Standards for collection bins.**

An operator *and/or property owner* shall operate and maintain, or cause to be operated and maintained, all collection bins located in the Township for which the operator has been granted a permit *to locate on real properties* as follows:

- (1) Bins shall be metal, hard plastic or fiberglass.
- (2) Bins shall be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti.
- (3) Bins shall be locked or otherwise secured in such a manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents.
- (4) Bins shall have, at a minimum, one-half inch lettering visible from the front of each bin displaying the name, address, e-mail, website and phone number of the operator, as well as whether the bin is owned and operated by a for profit company or a not for profit company.
- (5) Bins shall be emptied with such frequency as to ensure that they do not overflow and materials do not accumulate outside the bin with a minimum of a once a week servicing.
- (6) The operator and property owner shall maintain, or cause to be maintained, the area immediately surrounding the collection bin, free from any junk, debris, overflow items or other material.
- (7) Bins shall not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than thirty (30) *calendar* days.
- (8) Bins shall not exceed seven (7) feet in height, six (6) feet in width, and six (6) feet in depth.
- (9) A maximum of two (2) bins shall be located on a single real property and all of the bins shall be owned and maintained by the same operator.
- (10) Bins shall not cause a visual obstruction to vehicular or non-motorized traffic.
- (11) Bins shall not be placed closer than ten (10) feet from: (i) a public or private sidewalk except that this provision does not apply to a private sidewalk as long as

the private sidewalk maintains a five (5) foot minimum clearance from any bin, (ii) a public right of way; (iii) a driveway, or (iv) a side or rear property line of adjacent property used for residential purposes.

- (12) Bins shall not be placed in a designated fire lane, in or adjacent to a handicap parking space, or block a building entrance or exit.
- (13) Vehicular access to bins shall be by an asphalt or concrete surface and the bins shall be placed on an asphalt or concrete surface which is level.

**Sec. 46-7. Term of permit.**

- (a) The permit year shall begin on ~~July 1~~ *January 1<sup>st</sup>* of each year and terminate on ~~June 30 of the next calendar year.~~ *December 31<sup>st</sup> of the same year.* ~~An annual permit issued between July 1 and June 30 of a calendar year shall expire on June 30 of the next calendar year next following issuance of the permit.~~ *All permits, regardless of issue date during a year, shall terminate on December 31<sup>st</sup> of the year of issuance.*
- (b) The administrator shall either approve or deny the issuance of a permit within ten (10) *business* days of receipt of the complete application and payment of the required filing fee. An application may be denied for failure to provide the information or meet any requirement in Sec. 46-5 or any standard in Sec. 46-6. If the application is denied, the administrator shall notify the applicant in writing stating the specific reason(s) for denial.
- (c) Upon approval by the administrator, the operator shall be provided with one (1) permit sticker for each approved permit. The operator shall affix the sticker in a conspicuous place on the front panel of the collection bin. Upon the request of the operator, the administrator shall provide a replacement sticker if the original sticker is damaged or lost and the operator shall provide a fee, as set by resolution of the Township Board.
- (d) If the permit expires and is not renewed, the collection bin(s) must be removed from the real property within ten (10) *calendar* days after expiration of the permit.

**Sec. 46-8. Renewal of permit.**

- (a) A collection bin permit shall be renewed annually. The application for renewal must be filed not less than thirty (30) *calendar* days before the permit expires. The application for renewal shall be upon a form provided by the administrator.
- (b) The administrator shall approve the renewal of a permit within ten (10) *business* days if they find the collection bin conforms to the standards of Sec. 46-6 and the collection bin would meet the standards for issuance of a permit under Sec. 46-5.



- (c) A permit sticker shall be issued by the administrator for each approved renewal permit and be affixed to the bin in the same manner as the initial permit.
- (d) A permit renewal fee, set by resolution of the Township Board, shall be submitted with the application for renewal of a permit.

**Sec. 46-9. Revocation of permit, removal of collection bins and liability.**

- (a) The administrator shall have the right to revoke any permit issued hereunder for a violation of this chapter. Any of the grounds upon which the administrator may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the operator to comply with the provisions of this article or other provisions of this Code or other law shall also constitute grounds for revocation of the permit. The administrator shall provide a written notification to the operator and the property owner stating the specific grounds for a revocation and a demand for correction and abatement. The notice shall allow a maximum of fourteen (14) *calendar* days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit shall be revoked by the administrator and, thereafter, *neither* the operator *nor the property owner* shall ~~not~~ be eligible for a collection bin permit on the *real* property for the subsequent calendar year.
- (b) Upon revocation of the permit, the collection bin shall be removed from the real property within ten (10) *calendar* days. Failure to remove the collection bin within the time period, shall result in the administrator being authorized to issue and serve a civil infraction citation on the operator *and the property owner* in accordance with sec. 1-7 (c) – (h) of this Code. *Further, if not removed within the prescribed time period, the Township or its contractor may remove, store, or dispose of the collection bin and its contents. All costs incurred by the Township or its contractor associated with removal, storage, or disposal of a collection bin and its contents shall be the responsibility of the property owner and collection bin owner. If such financial obligation is not paid within thirty (30) calendar days after the date on the mailed billing of the costs to the property owner, the Township may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of the State of Michigan against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the Township, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.*

- (c) A permit for a collection bin may be revoked if any governmental authority or agency determines that the collection bin *and/or property* owner has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

**Sec. 46-10. Appeal to Township Board**

Any person aggrieved by the decision rendered by the administrator in granting or denying an application for a collection bin permit under this chapter or in revoking a permit issued under this chapter may appeal that decision to the Township Board. The administrator shall make written findings of fact in support of any license approval or denial or pertaining to a revocation. The appeal shall be made by filing a written request with the Township Clerk setting forth the grounds for the appeal not more than ten (10) *business* days after receiving notice of the revocation by the administrator. In the event that the written requested is filed with the Township Clerk, the Township Board shall hold a public hearing on the granting or denial of the permit or the revocation of a permit and shall have the power to reverse, affirm or modify the decision of the administrator. The Township Board shall, in its determination, make written findings of fact supporting its decision. The determination by the Township Board shall be final, subject to appeal to Eaton County Circuit Court.

**Sec. 46-11. Penalty and remedies.**

- (a) In addition to the revocation of a permit pursuant to sec. 46-9, any person violating the provisions of this chapter is guilty of a civil infraction.
- (b) The real property owner and operator shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.
- (c) No fines shall be imposed for a violation of this chapter until ninety (90) *calendar* days after its effective date. All collection bins existing at the effective date of this chapter shall apply for a permit as required by sec. 46-4 within thirty (30) *calendar* days of the effective date. Any collection bins not in compliance with this chapter after ninety (90) *calendar* days of the effective date shall be subject to all remedies for violation as provided herein.

***Sec. 46-12. Repeal.***

*All ordinances, resolutions or rules, parts of ordinances, or rules inconsistent with the provisions herein are hereby repealed.*

***Sec. 46-13. Severability.***

*Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.*

***Sec. 46-14. Effective Date.***

*This ordinance shall take effect upon the date of final publication as required by law.*

***Sec. 46-15. Effect on other Ordinances.***

*Except as expressly amended by this Ordinance, all other Delta Township Ordinances shall remain unchanged and in full force and effect.*

*Roll call vote taken:*

*YEAS: \_\_\_\_\_*

*NAYS: \_\_\_\_\_*

*ABSTAIN/ABSENT: \_\_\_\_\_*

***ORDINANCE DECLARED ADOPTED***

DRAFT



MEMO

TO: Supervisor Kenneth R. Fletcher Township Board  
Delta Charter Township

FROM: Gary Bozek  
Planning Director

DATE: December 16, 2020

SUBJECT: Final Consideration/Adoption of Proposed Amendments to Chapter 40 (Utilities)  
of the Delta Township Code of Ordinances

As a result of the recommendations contained in the recent Baker-Tilly water and sewer rate study regarding the restructuring of the water and sewer charges, amendments to Chapter 40 (Utilities) of the Township's Code of Ordinances are necessary. Two forms of the proposed amendment package are attached. The first is a "marked-up" version tracking the changes from the original language. The second is a "clean" copy prepared by the Township Attorney in the form necessary for adoption. The amendments were formally introduced by the Board on December 7, 2020. A summary of the proposed changes is provided below:

Sections 40-59 through 40-60

The Township will no longer be using the term "main charges" for water installations. Reference to "main charges" is being deleted. "Capital charges" will remain and will serve the function of the now defunct "main charge".

Sections 40-137 through 4-138

The existing language did not contain any qualifiers as to when to invoke sprinkling restrictions. The amendment adds: *"In the event that emergency water restrictions are required by the Township and/or the Lansing Board of Water of Light the following restrictions will apply:"* Without this sentence the restrictions would always be in effect.

As to notice requirements of lawn sprinkling restrictions, the existing language required newspaper publication. This is being replaced by notification on the Township's website.

Sections 40-188 through 40-204

The definition of "capital charge" pertaining to water is being revised to reflect the Baker-Tilly recommendations.



All references and language pertaining to water main charges are being deleted. A definition of “Ready to Serve” charge for water is being added as per the Baker Tilly recommendations.

Language is being added to clarify that amounts of required water charges will be set via resolution of the Township Board.

Fire flow testing can also occur under the supervision of the Utility Department, as well as the Engineering Department.

Clarification language has been added that water hardships can be reviewed by Township Manager or his/her designees, as has been the case in the past.

Specific interest rates have been removed and replaced with language that allows appropriate rates to be established via Board resolution.

#### Section 40-234

A definition of “ng/L” is being added, which is “*nanograms per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis*”, a water quality measurement standard consistent with federal and state requirements.

#### Section 40-342

The duration of a wastewater permit is being extended from one year to one to three years upon authorization of the Utilities Director or his/her designees.

#### Sections 40-505 through 40-515

All references and language pertaining to sewer main charges are being deleted. A definition of “Ready to Serve” charge for sewer is being added.

Clarification language has been added that sewer hardships can be reviewed by Township Manager or his/her designees, as has been the case in the past.

Language is being added to clarify that amounts of required sewer charges will be set via resolution of the Township Board.

#### Staff Comments

Language related to main charges was quite extensive. The lion’s share of the amendments are deletions of language pertaining to main charges.

Staff took the opportunity to adjust language to reflect the Township’s actual operating procedures such as the hardship determinations and fire flow testing monitoring.

Requested Action:

Staff is placing the proposed amendment package on the Board's December 21, 2020 regular meeting agenda for adoption. The following motion is offered for the Board's consideration:

“I move that the Delta Township Board adopt amendments to Chapter 40, Sections 40-59, 40-60, 40-137, 40-138, 40-188 through 40-204, 40-234, 40-342, and 40-505 through 40-515 of the Delta Township Code of Ordinances, pertaining to Utilities. The Township Clerk is hereby directed to publish a Notice of Adoption of the Ordinance in local newspapers and the Ordinance shall become effective upon publication.”

**DELTA CHARTER TOWNSHIP**

7710 W. Saginaw Highway

Lansing, Michigan 48917

517-323-8500

**ORDINANCE No. 20-\_\_\_\_**

**CODE OF ORDINANCE**

**PREAMBLE**

AN ORDINANCE OF THE CHARTER TOWNSHIP OF DELTA, EATON COUNTY, MICHIGAN, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED IN CHAPTER 40 (“UTILITIES”) IN ARTICLES III, IV, AND V (“WATER SYSTEM,” “WASTEWATER SYSTEM USE” AND “WASTEWATER SYSTEM RATES”) TO CLARIFY OR ADD DEFINITIONS, FEES, AND PROCEDURES RELATED TO THE TOWNSHIP WATER AND SEWER SYSTEM, INCLUDING THOSE FOR CAPITAL CHARGES AND READY-TO-SERVE CHARGES; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delta, Eaton County, Michigan ordains:

**SECTION I**

**AMENDMENT OF CHAPTER 40, ARTICLE III, SEC. 40-59—40-60.** Sec. 40-59 through 40-60 shall be and hereby is amended as follows:

Sec. 40-59. - Definitions.

*Curb valve or curb stop* means the township owned valve at the end of the water service stub, located at or near the property line/road right-of-way or easement line, used to turn a water service on or off to a specific building.

*Distribution system water main* means that part of the POWSS located within easements or road rights of way and designed to supply one or more water service lines.

*Fire service line* means a water main connecting a property or premises to the distribution system water main solely for providing fire protection.

POWSS means the publicly owned water supply system consisting of distribution system water mains, pumps, equipment and other appurtenances owned, operated and maintained by the township for the transmission, treatment, storage, distribution and supply of potable water for domestic, commercial, industrial and fire protection uses.

*Utilities department* means the Delta Township Utilities Department.

*Utilities director* means the Delta Township Utilities Director.

*Water meter* means a device for measuring and registering the quantity of water that passes through a water service line or fire service line.

*Water service line* means a pipe from the curb valve to the water meter situated on a property or within a premise.

*Water service stub* means that part of the POWSS between the distribution system water main and the curb valve, including the curb valve.

Sec. 40-60. - Connection to the public water supply system.

- (a) Connections to the POWSS shall be as mandated by section 40-93 herein.
- (b) An application for a water connection shall be made to the township accounting department on forms prescribed and furnished by it.
- (c) Water connections shall not be made by the utilities department until payment of the required connection ~~charges and capital charges.~~
- (d) Water connections shall be installed in accordance with the township municipal utility standards.
- (e) Water service lines smaller than two inches shall be installed by the utilities department, unless otherwise authorized by the utilities director or his/her designees.
  - (1) Water service lines may not be installed absent payment of the required installation ~~charges, capital charges, and inspection fees.~~
  - (2) Water service lines smaller than two inches shall be guaranteed by the utilities department for one year from the date of installation of the water meter. Existing water service lines smaller than two inches shall be guaranteed by the utilities department for one year from the effective date of the ordinance from which this section is derived.
- (f) Water service lines two inches and larger shall be installed by the property owner's contractor and be subject to inspection by the utilities department following approval of construction plans for the installation and payment for the required plan review, installation ~~charges, inspection fees and capital charges, if any.~~
- (g) The utilities department may refuse to authorize larger service lines than reasonably required by the premises served.
- (h) Curb valves shall not be located in driveways or sidewalks and shall be relocated at the property owner's expense if necessary.
- (i) Fire service lines are under the direct authority of the township fire chief or his/her designees. All fire service line installations and/or repairs shall require a permit issued by the township building ~~department. The utilities department shall not be responsible for the installation or maintenance of fire service lines.~~
- (j) No water service lines shall be connected to a fire service line.

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**SECTION II**

**AMENDMENT OF CHAPTER 40, ARTICLE III, SEC. 40-137—40-138.** Sec. 40-137 through 40-138 shall be and hereby is amended as follows:

**Sec. 40-137. – Lawn sprinkling – Restrictions.**

In the event that emergency water restrictions are required by the Township and/or Lansing Board of Water and Light, the following restrictions will apply: Lawn sprinkling is hereby allowed on even-numbered days of the month at all residences which are even-numbered in the township which use water supplied by the township and is prohibited on odd-numbered days of the month thereat. Lawn sprinkling is hereby allowed on odd-numbered days of the month at all residences which are odd-numbered in the township which use water supplied by the township water system, and is prohibited on even-numbered days of the month thereat. The regulations and limitations of use set forth in this section shall be effective during the months of May, June, July and August of every year.

**Sec. 40-138. – Same – Notice.**

Notice of the lawn sprinkling regulations set forth in section 40-137 shall be published each year on the Township’s website.

**SECTION II**

**AMENDMENT OF CHAPTER 40, ARTICLE III, SEC. 40-188—40-204.** Sec. 40-188 through 40-204 shall be and hereby is amended as follows:

Sec. 40-188. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abutting property* means property abutting a public water main, whether through or from the front, side or the back of the premises.

*Building official* means the individual appointed by the township board delegated to administer the state construction code.

*Capital charge* means such connection charge as may be established by resolution of the township board, which charge represents the respective portion of the capital investment of the water system, and which may be allocated or attributed to any premises, and includes without limitation expenses incurred from the oversizing of lines and treatment plant capacity and production facilities.

*Connection* means the act of joining a water lead to a new or existing building which results in the providing of public water to the building.

*First party* means persons and their successors, heirs or assignees entering into a contract with the township board to privately participate in funding additions to the water system.

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**Deleted:** *Average cost per linear foot of main according to pipe size* means, for the calculations of a water main, the water main shall be calculated by dividing the total project cost by the total linear feet of pipe, valves, manholes and fittings installed in the project of interest prorated by pipe size. ¶

**Deleted:** including but not limited to

**Deleted:** A capital charge also may be known as an equity charge. When square footage must be calculated to determine capital charge unit factors, the outside dimensions of buildings shall be used. ¶

**Deleted:** *Deferral charge* means a charge as set by resolution of the township board utilizing a set interest rate, ENR factor or other methodology to reflect the increased cost of the main from the date the project was accepted by the township board until the date of payment of the main charge. ¶  
*ENR* means the Engineering News Record as published weekly by McGraw-Hill, Inc. ¶

*Inspector* means any person duly authorized by the township board to inspect and approve any or all facilities affected by this division.

*Installation charge* means the cost of extending water service from the main to the building.

*Premises or properties* means land and any building located thereon.

*Public water* means a water conduit in which all owners of abutting properties have equal rights and which is controlled by public authority.

*Ready to Serve charge* means the fee assessed to cover the fixed operating costs of the township water system, at rates set by resolution of the township board, based on the size of the property's water meter(s), irrespective of actual connection or use.

*Stubs* means water leads from the main to the lot line.

*Township engineer* means the staff engineer of the township or such professional engineer retained by the township board to review the engineering aspects of the township water system, or the authorized representative of such engineer.

Sec. 40-189. - Properties affected.

Capital charges hereinafter established shall apply to all properties located within the boundaries of the township served by the township water system. Those properties within the township served by public water furnished by the City of Lansing, or any other municipal corporation or township shall be subject to such charges as may be provided for by contract between the township and any other municipality.

Sec. 40-190. - Times and conditions of collection of charges.

Charges imposed by this section shall be paid in full or refunded under the following conditions and at the following times unless otherwise provided herein:

- (1) From each premises requesting to use, or required to use the public water system, a capital charge will be charged and collected, as per section 40-191.
- (2) Upon application for a building permit for the purpose of erecting new buildings, capital charges shall be collected.
- (3) Upon application for authorization to connect a new building or existing building to the public water, all applicable installation charges shall be collected.
- (4) Prior to start of construction of new buildings or additions to existing buildings when a building permit is not required, or prior to a lateral connection to the public water system, all applicable charges shall be paid (for example, schools).
- (5) If an application is withdrawn (in writing), then the charges due under this division shall be refunded less an administrative charge as set by resolution of the township board.
- (6) The requirements of this section shall not apply to those properties served by water furnished by a municipal corporation or township other than the township but rather the contracted terms, amounts and methods of payment shall apply.

Secs. 40-191—40-192. - Reserved

**Deleted:** *Lateral water main* means a water main, four inches or larger in diameter, that serves, or is intended to serve, two or more buildings and is connected to, and part of, the public water system. ... *Main charge*  
*Main charge* means a footage charge to defray the cost of a public water line abutting the premises which cost has not been previously defrayed by special assessment or other charge. ¶

**Deleted:** *Main charge* means a footage charge to of a public water line abutting the premises which cost has not been previously defrayed by special assessment or other charge. ¶

**Deleted:** *Second party* means the township board for the township. ¶

**Deleted:** *Third party* means those persons and their successors, heirs or assignees that do not join with the first party and/or the township board in a contract to privately fund additions to the water system addition of the first party. ¶

*Total project cost*, for any water main installation, means and shall include, but not be limited to, the following costs: ¶

- (1) Installed cost of the main, valves, manholes, fittings and other appurtenances thereto; ¶
- (2) All repair, replacement, restoration or protection of roads, landscape, waterways or other environment; ¶
- (3) All engineering, planning, advertising, administrative cost and bidding cost. ¶

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**Deleted:** Sec. 40-191. - Establishment of main charges. ¶

Main charges for water are hereby established for the privilege of connecting premises to the public water system as follows: ¶

- (1) When the public water mains available to such premises were constructed with public funds and the premises have not been specially assessed for any portion of the installing cost. ¶
- (2) When the public water mains available to such premises were financed by nonpublic funds and such premises did not participate in full in the financing of these services. ¶
- (3) It is the intent of these main charges to ensure that each premises connecting to the public water system of the township shall share its respective portion of the cost of installation of mains. ¶
- (4) Lateral water main connections to the public water system shall be subject to a benefit charge in lieu of a water main charge, as per section 40-192(3). ... [1]

Sec. 40-193. - Water capital charge.

- (a) A water capital charge shall be established by board resolution based upon a schedule of fees which shall be as set by resolution of the township board that shall apply to all new water service connections made to the township facilities and for any increase in sizing thereafter there shall be charged the difference between the charge for an existing meter and the fee herein established for the larger meter.
- (b) The water capital charges shall be paid upon making application to the township or upon application for installation of a larger meter size. Subsequent amendments of the schedule of fees shall be by board resolution.

Sec. 40-194. - Installation charges.

From the water main to the service valve (applicable to a 66-foot road right-of-way only), where water services are installed by another entity than the township, there shall be an inspection fee as shall be set by resolution of the township board.

Sec. 40-195. - Reserved.

Sec. 40-196. - Restriction on issuing permits and authorizations.

No authorizations to connect water shall be granted until the capital charges have been paid in accordance with this division subject to the exceptions in sections 40-190(6) and 40-202.

Sec. 40-197. - Reserved.

Sec. 40-198. - Water service rates.

- (a) Ready to Serve charge. The Ready to Serve charge shall be as set by resolution of the township board.
- (b) *Consumption rates.* Consumption rates shall be computed based upon the metered water consumption for those users connected to the township water supply system and shall be billed monthly at a rate set by resolution of the township board.
- (c) *Fire hydrant rental.* For the use of water through fire hydrants and for the availability of such water, the township shall pay a fee as set by resolution of the township board, payments to be made from funds legally available for such purpose or from the proceeds of taxes which the township shall levy within charter tax rate limitations.
- (d) *Fire hydrant maintenance.* Fire hydrants shall be installed on private property at the property owner's expense. Water supply and maintenance of fire hydrants installed on private property shall be provided by the township for a charge as set by resolution of the township board. Hydrants installed on private property shall be used for fire protection only and shall not be used for any other purposes, except as may be permitted by this division. No additional charge will be made for water used from these hydrants for fire purposes.
- (e) *Charge for turn-on or turn-off of water services.* For new customers, no charge shall be made. For customers who have defaulted on bills, a charge for turn-off or turn-on shall be as set by resolution of the township board.
- (f) *Special rates.* Special rates for miscellaneous or special services shall be fixed by the township board.

**Deleted:** Sec. 40-195. - Responsibility for calculating main and stub charges. ¶  
The township engineer shall be responsible for providing the necessary data for the determination of cost for the water main charges and stub charges to particular individual premises under section 40-192. ¶ (Code 1992, § 18-88; Ord. No. 251, § 9, 12-1-1975)  
-----Section Break (Continuous)-----

**Deleted:** (a) No building permit shall be issued and no construction or alteration shall commence until the main and/or benefit charges have been paid in accordance with this division, subject to the exceptions in sections 40-169, 40-190(6), 40-197 and 40-202. ¶  
(b)

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**Deleted:** Sec. 40-197. - Deposits and time deferred payments. ¶  
Main, stub, capital, and lateral benefit charges are reflective of costs which customarily are spread over a period of years through special assessments or other bond financing by the township. In addition, lateral benefit charges may be reflective of these types of costs. In order to avail more township customers within the township's boundaries of the advantages of long-term financing, such charges may be deferred and paid in installments as permitted herein: ¶  
(1) *Main and stub charges.* Main and stub charges established under sections 40-192 and 40-193 may be paid in 15 equal annual installments bearing interest at a rate as determined by resolution of the township board on the unpaid principal balance as computed at the time of connection. This deferral of main and stub charges shall apply only to those properties situated within the boundaries of the township. ¶  
(2) *Lateral benefit charges.* The township board by resolution may permit lateral benefit charges established under section 40-192 to be paid at such times and upon such other terms and conditions as the township board determines, in its discretion, to be proper. ¶  
(3) *Recognition of lien.* As a condition precedent to deferral of capital, main or stub charges, the township board shall require a statement from the mortgage holder or, in the event such premises are not subject to a mortgage, a statement from the property owner recognizing the validity of the lien of the charges under the provision of Public Act No. 94 of 1933 (MCL 141.101 et seq.), and agreeing that the charges, when in default, shall be subject to acceleration to be collected in the same manner as other delinquent charges under the provision of such act. ¶ ... [2]

**Deleted:** *Monthly charge for meter and service maintenance (customer charge)Ready to Serve*

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(g) *Water from hydrants.* No one shall be allowed to use water from fire hydrants, except as follows:

- (1) Through a meter installed and read by the utility department, or by measured amounts controlled by the utility department, to be billed to the user, at a rate set by the township board.
- (2) By the utility department, for sewer flushing, unmetered, but the number of tank truck fills, and tank capacity thereof to be reported to the accounting department, and billed to the utility department.
- (3) For water main flushing and such other uses determined as necessary by the utility department, not to be billed.
- (4) For firefighting and fire training, not to be billed.
- (5) For fire flow testing by the engineering department or for a sprinkler consultant under the supervision of the engineering department or utility department.

(h) *Billings.*

- (1) Bills shall be rendered to users no less often than on a monthly basis.
- (2) The township board may require meter readings and/or billings to be made more often than on a monthly basis. Billings made more often than on a monthly basis may be estimated and prorated on a monthly basis with the balance due to be adjusted by a meter reading and billing at the end of each month.
- (3) All bills rendered to users shall become due and payable 15 days after the billing date. Payments made by mail shall be postmarked no later than 15 days after the billing date. No utility department employee in the field shall be permitted to receive payments for billings or other charges.

(i) *Past due bills.*

- (1) All bills not paid on or before the due date as herein established shall be subject to a penalty as shall be set by resolution of the township board.
- (2) Water service shall be discontinued 35 days after the billing date, if all necessary payments have not been made as required by this division, except as follows by subsection (i)(3) of this section. The 35-day requirement notwithstanding, the service shall not be discontinued unless the accounting department is open to receive payment on the day of and the day following discontinuation of service.
- (3) When a customer claims hardship, the manager or finance director, or their designees may allow the customer to make reduced payments at intervals more frequent than the usual billing interval. These payments shall equal in total the monthly bill. This method of payment shall not allow a customer to defer full payment of the bill beyond 35 days after the billing date.
- (4) The procedure for notification of default in payment of bills prior to service discontinuation shall be by sending a past due notice 20 days after the billing date. The past due notice shall state the amount due, the service discontinuation date, the additional charge to reinstate discontinued service, and that payment made after the discontinuation date must be for all charges.
- (5) Where service to a customer in default of a bill has been discontinued, the service shall not be restored until authorized by the accounting department. The accounting

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department shall not authorize restoration of service until arrangements for payment of all charges, as may be required by ordinance, have been made.

- (j) *Returned (NSF) checks.* An administrative fee as set by resolution of the township board shall be charged for handling returned checks.
- (k) *Water service deposits.* Water service deposits shall not be required, except as follows:
  - (1) Where annual notice is given in writing, as provided for in section 21, Public Act No. 94 of 1933 (MCL 141.121), that a tenant is responsible for such charges and services as is provided for by this division, then a cash deposit as set by resolution by the township board shall be made as security for payment of such charges and services. The deposit shall be returned after two years, if no default in payment of bills has occurred and if the customer has not been past due more than two times within a two-year period.
  - (2) As required by subsection (l) of this section, pertaining to enforcement.
- (l) *Enforcement.* Charges for water services shall constitute a lien on the property served, pursuant to section 21, Public Act No. 94 1933 (MCL 141.121), unless annual notice is given that a tenant is responsible and whenever such charges shall be delinquent for two months or more, the township officer or officers in charge of the collection thereof shall certify annually before September 1 of each year, to the tax-assessing officer of the township, the fact of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general township taxes against such premises are collected and the lien thereof enforced. Provided, however, where annual notice is given in writing that a tenant is responsible for such charges and services as provided by section 21, Public Act No. 94 of 1933 (MCL 141.121), no further service shall be rendered such premises until a cash deposit equal to six months' water charges shall have been made as security for payment of such charges and service. In addition to the other lawful enforcement methods, the payment of charges for service to any premises may be enforced by discontinuing the water service to such premises.

Sec. 40-199. - Enforcement.

If any premises is found to be connected to the public water mains in violation of this division or failed to have paid the capital charges in accordance with the provisions of this division, the director shall be notified of any violation within ten days of its discovery; the director shall cause notice to be given to the owners of record of the property by certified mail and by posting such notice conspicuously upon such building. The notice shall state the amount of capital charges due and owing, the last day of payment, the public office where such payment must be made and the right of appeal as provided in section 40-200.

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Sec. 40-200. - Appeal.

Persons receiving notice of the charge may, within 30 days from the mailing of such notice, request a hearing before the township board as to the nature of the charges and the amounts thereof. The board shall determine the amount of charges due and owing and shall direct the director to place such charges upon the next tax roll of the township unless paid within ten days and such charges shall become a lien and collected in the same manner as provided for delinquent charges set forth in section 40-201.

Sec. 40-201. - Collection of delinquent charges.

- (a) Charges for water service and capital connection charges established by this division furnished to any property shall be a lien thereof, as provided by section 21, Public Act No. 94 of 1933 (MCL 141.121), and any charges delinquent for three months or more shall be certified annually prior to September 1 to the township treasurer who shall enter the same upon the next tax roll against the property for which such charges were incurred and such charges shall be collected and such lien shall be enforced in the same manner and subject to the same collection and penalty charges as provided for in the collection of general ad valorem taxes except such delinquent charges shall bear a delinquent interest rate of one-half of one percent per month from the date of delinquency in addition to the delinquent charges made and provided for the collection of ad valorem taxes. In addition to any other lawful enforcement methods, the payment may be enforced by discontinuing the water service to such property. Further, all charges and penalties may be recovered by the township by court action.
- (b) Such capital charges, ~~or~~ or other charges as may apply to water improvements furnished within the corporate limits of the township by the City of Lansing or any other state municipal corporation or township shall become a lien on property and may be collected in the same manner as provided for in subsection (a) of this section. The township shall, upon collection of these charges, rebate them to the municipal corporation or township owed, less the interest as a collection fee.

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Sec. 40-202. - Hardship.

- (a) Persons owning property with buildings located thereon and residing thereon who are required by state law, the Barry-Eaton District Health Department or by ordinance to connect to a public water main or who desire to connect to same may apply for hardship consideration in regard to payment of the various charges required by this division.
- (b) The manager or his/her designee, shall determine in his/her discretion for each application if a hardship exists. The manager or his/her designee, may require such proofs as he/she deems necessary to determine if a hardship actually exists and the degree thereof.
- (c) If it is determined that a hardship exists, a lien shall be placed against the property. All charges (including capital charges) required under this division may be deferred by use of the methods listed in subsection (d) of this section, chosen at the discretion of the board. In no event shall the property change ownership without payment in full of the charges due. (Survivorship of part owners shall not be considered an ownership change.)
- (d) Upon determination of hardship, one or more of the following hardship payment methods, in full, in part, or in combination thereof may be utilized by the manager or his/her designee;
  - (1) Capital charges established under this ordinance, under determination of hardship by the manager or his/her designee, may be paid in installments bearing interest at a rate as determined by resolution of the township board on the unpaid principal balance as computed at the time of connection. This deferral of such charges shall apply only to those properties situated within the boundaries of the township.
  - (2) Deferral of capital charges until the property changes ownership. Charges shall bear interest at the rate as determined by resolution of the township board. The property owner may pay off any and all charges with interest due at any time. The township manager or his/her designee, may at his/her discretion determine that the hardship is ending and require immediate payment of all charges due. If, at his/her discretion, the manager or his/her designee, determines that the hardship is reduced, he/she may require payment by use of subsection (d)(1) of this section.

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**Deleted:** At its discretion, the board may require one or more of the following hardship payment methods, in full, in part, or in combination: ¶  
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Sec. 40-203. ~~Non-exclusivity of fees.~~

The charges herein established are in addition to any fee the township has heretofore or may hereinafter establish for a contractor's permit to construct, cut into or connect to the public water.

Sec. 40-204. - Additions and connections to the public water system.

- (a) No additions by other than the township shall be allowed to the public water system except by prior contract with the township board.
- ~~(b) No persons shall be exempted from capital charges.~~
- ~~(c) All plans and specifications for additions and connections to the public water system, including lateral connections, shall be submitted to and approved in writing by the township engineer.~~
- ~~(d) Except as permitted herein, no permits for use of the public water system shall be requested or issued until after the addition to the water system has been certified in writing as being satisfactorily complete by the township engineer and the proper deeds of grant, waivers of lien and easement agreements are provided to the township. The township manager may grant temporary use permits for periods not to exceed 60 days. In the event of a violation of this section, the township may, without notice or any liability to the first party, disconnect the addition to the public water system and/or take any other action necessary to prevent the flow of water into the addition to the public water system. The first party shall pay all costs, including actual attorney's fees, which the township incurs in enforcing the provisions of this section.~~

**SECTION IV**

**AMENDMENT OF CHAPTER 40, ARTICLE IV, SEC. 40-234.** Sec. 40-234 shall be and hereby is amended as follows:

Sec. 40-234. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Act or the Act* means the Federal Water Pollution Control Act, also known as Clean Water Act, 33 USC 1251 et seq.

*Approval authority* means the supervisor of the Shiawassee District of the state department of environmental quality.

*Authorized representative of industrial user* means a duly authorized representative who is responsible for the overall operation of the facilities from which the indirect discharge originates.

*Available public sanitary sewer system* means a public sanitary sewer system located in a right-of-way, easement, highway, street or public way which crosses, adjoins, or abuts upon the property and passes not more than 200 feet at the nearest point from a structure in which sanitary sewage originates.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter.

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Deleted: (b) Where the township board contracts with the first party to extend the water system with private funds, then the first party shall not be levied main charges on the privately funded water mains specifically covered by the contract. The foregoing also applies to water service installation charges if the first party also installs same under contract with the township board. The exemption on main charges and water installation charges set forth in this subsection shall not extend to either water mains abutting the first party's property which were funded publicly or by persons other than first party; or the benefit charge for lateral water main connections to the public water system. ¶

(c) The township, by contract with the first party, may agree to collect main and stub charges from third parties and rebate such charges to the first party. Such charges shall not be collected from third parties prior to the times and conditions specified in section 40-190. The contract shall specify that total rebates shall not exceed the actual cost of construction abutting the third party's properties or the amount of main and stub charges to be collected from the third party, whichever is the lesser amount. The township shall have the sole authority to determine what future connections are subject to rebate main charges to the first party. The first party shall not contract with, or otherwise exact any fee from, any third party who desires to connect to and/or use any addition to the public water system. ¶

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*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainpipes inside the walls of the building and conveys it to the building sewer, beginning approximately five feet outside the inner face of the building wall and is not part of the public sewer.

*Building sewer* means the extension from the building drain to the public sewer main or other place of disposal and is not part of the public sewer.

*Building stub (house lead)* means that part of the building sewer from the public sewer main to the right-of-way and is not part of the public sewer.

*Bypass* means the intentional diversion of the waste stream from any portion of an industrial user's treatment facility.

*Chemical oxygen demand (COD)* means a measure of the oxygen-consuming capacity of inorganic and organic matter present in the water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test.

*Combined sewer* means a sewer intended to receive both wastewater and stormwater or surface water.

*Combined waste stream* means the flow of wastewater from an industrial facility where the sanitary waste stream is combined with the process regulated waste stream following treatment.

*Commercial user* means a person whose premises are used to offer services and/or products such as retail and wholesale stores, gasoline stations, restaurants, schools, churches, hotels, motels, nursing homes, hospitals, warehouses, private clubs, theaters and governmental buildings.

*Compatible pollutants* means those pollutants that the township wastewater treatment plant was specifically designed to remove taking into account biochemical oxygen demand (BOD) and means suspended solids, fecal coliform bacteria, and total phosphorous.

*Contamination* means any introduction into water of microorganisms, chemicals, wastes or wastewater in a concentration that makes the water unfit for its intended use.

*Control authority* means and shall refer to the director of the wastewater treatment plant as defined in the approved pretreatment program under the provisions of 40 CFR 403.11.

*Direct discharge* means the discharge of treated or untreated wastewater directly to the waters of the state.

*Director* means the head of the township utility department or his authorized representative.

*Discharge* means spilling, leaking, seeping, pumping, pouring, emitting, emptying, dumping or depositing.

*Domestic sewage* means liquid or water-carried waste discharged from residential living units and resulting from activities usually considered to be carried on in a domicile.

*Domestic user* means a person whose premises are for single-family or multiple-family use.

*Effluent* means wastewater or other liquid, partially or completely treated, flowing out of a reservoir, basin, treatment plant, or industrial treatment plant or part thereof.

*Environmental protection agency (EPA)* means the U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the administrator or other duly authorized official of such agency.



*Federal categorical pretreatment standard* means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of Federal Water Pollution Act, amendments of 1972 (PL 92-500), which applies to a specific category of industrial users.

*Federal prohibitive discharge standard* means any regulation developed under the authority of section 307(b) of Federal Water Pollution Act, amendments of 1972 (PL 92-500), and 40 CFR 403.5.

*Garbage, shredded*, means garbage that has been cut or shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

*Garbage, solid*, means solid wastes resulting from the domestic, commercial and industrial preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce or from the canning or packing of food.

*Grab sample* means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

*Holding tank waste* means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

*Incompatible pollutant* means an environmentally undesirable substance discharged to the township treatment works for which the treatment facility is not designed to remove or alter. The substance may also cause treatment upset, adverse effects on the safety and/or health of the treatment plant workers, or pass through.

*Indirect discharge* means the discharge or the introduction of pollutants from any source into the POTW (including holding tank waste discharged into the system).

*Industrial user* means the user that discharges to the public sewer system from manufacturing or processing operations, including users engaged in profit seeking ventures which discharge a trade or process waste. This includes any user identifiable in divisions A, B, D, E and I in the Standard Industrial Classification Manual, 1972, U.S. Office of Management and Budget.

*Industrial waste* means the liquid or water-carried waste resulting from industrial or manufacturing process, trade or business, or from the development, recovery or processing of a natural resource, with or without suspended or dissolved solids as distinct from sanitary sewage.

*Infiltration.*

- (1) The term "infiltration" means the water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.
- (2) The term "infiltration" does not include inflow.

*Inflow.*

- (1) The term "inflow" means the water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, uncontaminated cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catchbasins, stormwaters, surface runoff, street wash waters or drainage.

(2) The term "inflow" does not include infiltration.

*Interference* means the inhibition or disruption of the POTW treatment processes or operations, or that which contributes to a violation of any requirement of the township NPDES permit. The term "interference" includes limitations of sewage sludge use of disposal by the POTW in accordance with 405 of the Act (33 USC 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria or those guidelines and criteria contained in any sludge management plan of the POTW applicable to the method of disposal or use employed by the POTW.

*mg/l* means milligrams per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis.

*Natural outlet* means any watercourse, pond, ditch, lake or any other body of water, either surface or ground.

*New source* means any source, the construction of which is commenced after the publication of proposed regulations prescribing a section 301(c) (33 USC 1317) categorical pretreatment standard which will be applicable to such source. The term "new source" includes the following:

- (1) Construction of new or additional facilities which produce a process wastestream at a site where there has been no previous process discharge. The term "construction," as defined in this provision, is considered to have commenced when:
  - a. Installation or assembly of facilities or equipment has begun.
  - b. Significant site preparation has begun for installation or assembly.
  - c. The owner or operator has entered into a binding contractual obligation.
- (2) Complete replacement of process or production equipment which has previously been the source of wastewater discharge.
- (3) Wastewater production or wastewater generating processes which come on line at a facility which are substantially independent of an existing source at the same site.

*ng/L* means nanograms per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis.

*Nondomestic user* means an industrial user, commercial establishment or other entity that discharges wastewater to a publicly owned treatment works other than, or in addition to, sanitary sewage.

*Normal domestic strength sewage* means that sewage having a biochemical oxygen demand or suspended solids not to exceed 300 milligrams per liter.

*NPDES permit* means a permit issued pursuant to the National Pollutant Discharge Elimination System prescribed in U.S. PL 92-500.

*Owner* means the owner of any real property from which sewage is discharged.

*pH* means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

*Pollutant* means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

*Pollution* means a condition created by the presence of harmful or objectionable material in the water. See *Contamination*.

*POTW* means publicly owned treatment works and is comprised of the collection systems including the sanitary sewers, pumping stations, and the treatment plant.

*Premises* means each lot or parcel of land or building, having any connection to the sewer disposal system of the township.

*Pretreatment* or *treatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except as prohibited by 40 CFR 403.6(d).

*Pretreatment requirements* means substantive or procedural requirements related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

*Private sewage treatment and disposal facility* means any privy, privy vault, septic tank, cesspool, or outlet into any pond, ditch, lake, watercourse or other body of water or any other device privately owned and maintained for the disposal of sewage.

*Public sewer* means a sewer in which all owners of abutting property have equal rights, and which is controlled by public authority.

*Sanitary sewage* or *sewage* means any combination of liquid or water-carried waste from residences, business buildings, institutions, industrial, commercial, and governmental establishments including any infiltration or inflow as may be present.

*Sanitary sewer* means a sewer intended to carry only sanitary, or sanitary and industrial wastewaters from residences, commercial buildings, industrial plants and institutions, and to which stormwater, surface water and groundwater are not intentionally admitted.

*Severe property damage.*

- (1) The term "severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- (2) The term "severe property damage" does not mean economic loss caused by delay in production.

*Sewer* means any pipe, tile, tube or conduit for carrying sewage.

*Sewer permit* means a permit issued by the township building department as written authorization to construct, install, or connect building sewers to the public sewer.

*Significant noncompliance* means chronic violations indicating significant noncompliance include, but are not limited to, the following:

- (1) Violation of a particular effluent limit in at least 66 percent of the samples taken over a six-month period of the same pollutant parameters.
- (2) Exceeding by 40 percent a conventional pollutant (BOD, solids, etc.) effluent limit in 33 percent of the samples taken over a six-month period.
- (3) Exceeding by 20 percent any other effluent limit (nonconventionals and toxins) in 33 percent of the samples taken in a six-month period.

- (4) Discharges which violate general prohibition standards or endanger public health.
- (5) Failure to achieve compliance schedule milestones within 90 days of the milestone date.
- (6) Failure to submit required reports within 30 days of the due date.
- (7) Failure to report noncompliance.
- (8) Other cases of significant noncompliance as determined by the utilities director.

*Significant user* means any user of the township sanitary sewer system that is:

- (1) A nondomestic user subject to categorical pretreatment standards under 40 CFR 403 and 40 CFR chapter I, subchapter N.
- (2) A nondomestic user to which one of the following applies:
  - a. Discharges 25,000 gallons each day or more of process water to the POTW, excluding sanitary noncontact cooling water and boiler blowdown wastewater;
  - b. Contributes a waste stream which makes up five percent or more of the average dry weather hydraulic or organic (biochemical oxygen demand, total suspended solids, phosphates and ammonia nitrogen) capacity of the treatment plant; or
  - c. Has a reasonable potential, in the opinion of the control authority, to adversely affect the POTW treatment plant or collection system through inhibition, pass through of pollutants, equipment damage, sludge contamination or endangerment of POTW workers.
- (3) Upon finding that a nondomestic user meeting the criteria in subsection (1) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority may, at any time on its own initiative or in response to a petition received from a nondomestic user or POTW, determine that a nondomestic user is not a significant nondomestic user.

*Slug* means any discharge of water, sewage, or industrial waste which in concentration of any given waste component or in quantity of flow exceeds for any period of time longer than 15 minutes more than five times the average 24-hour concentration or quantity of flow during normal discharge. Flow shall not exceed 350 gallons per minute above the normal flow.

*Storm sewer* or *storm drain* means a sewer which carries stormwater, surface water, groundwater, roof runoff or subsurface drainage and to which sewage is not admitted.

*Structure in which sanitary sewage originates* means a building in which the toilet, kitchen, laundry, bathing or other facility generates water-carried sanitary sewage is used or is available for use in household, commercial, industrial or other purpose.

*Substantial change* means an anticipated shift in manufacturing process, production rate, or treatment which causes the makeup of a regulated or nonregulated wastestream to be altered in content, or amount of a pollutant with potential adverse impact to the treatment system or final discharge waters, or to contain discharged flow beyond the predetermined maximum flow for the facility.

*Surcharge* means that any user discharging to the public sewer a wastewater having biochemical oxygen demand, chemical oxygen demand, phosphates, or suspended solids within the range specified in section 40-286 shall be subject to an additional cost over and above the basic rates. The surcharge shall be the yearly average per pound of treatment cost

computed as a percent of replacement reserve, and operation and maintenance divided by the yearly pounds of biochemical oxygen demand, chemical oxygen demand, phosphates or suspended solids. The surcharge per pound of pollutant shall be calculated annually by the superintendent and approved by the township board.

*Suspended solids* means all matter existing in nonliquid state which is removable by filtration in accordance with standard laboratory procedures.

*Toxic pollutant* means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other Acts.

ug/L means micrograms per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis.

*Untaminated industrial effluents* means water which has not come into contact with any substance used in or incidental to industrial processing operations and to which no deleterious or toxic substance has been added.

*Upset* means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards and/or an ordinance prohibiting or limiting standards because of factors beyond the reasonable control of the user; excluding such factors as changes in wastewater characteristics, operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof. Affirmative defense of an upset by an industrial user must be established in accordance with the conditions of 40 CFR 403.16C.

*User* means any person, establishment or owner who discharges any domestic sewage or industrial waste into the sanitary sewer system of the township.

*Utilities director* means the head of the township wastewater treatment plant or his authorized representative.

*Wastewater.* See *Sanitary sewage* or *sewage*.

*Wastewater discharge permit* means a permit issued by the township POTW as written authorization to discharge wastewater into the township sanitary sewer system.

*Waters of the state* means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, whether surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

## SECTION V

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**AMENDMENT OF CHAPTER 40, ARTICLE IV, SEC. 40-342.** Sec. 40-342 shall be and hereby is amended as follows:

Sec. 40-342. - Permit conditions.

Wastewater discharge permits shall be subject to all provisions of this article and all other applicable regulations, user charges, and fees established by the township. Permits shall contain no less than the following conditions, where appropriate:

- (1) A wastewater permit shall not be reassigned, transferred or sold to a new owner, new user, different premises, or a new or changed operation.

- (2) Duration of a wastewater permit shall be one to three years as authorized in writing by the Utilities Director or his/her designees.
- (3) A condition of permit requirements may include submission of facility plans for accidental spill prevention, cleanup procedures, notification, and reporting of a spill incident.
- (4) The terms and conditions of the permit may be subject to modification by the township during the term of the permit. (Refer to sections 40-268, 40-269 and 40-270.)
- (5) Limits on the average and maximum wastewater constituents and characteristics.
- (6) Limits on the average and maximum rate and time of discharge and/or requirements for flow regulation and equalization.
- (7) Requirement for installation and maintenance of inspection and sampling facilities.
- (8) Compliance schedules.
- (9) Requirements for submission of a baseline monitoring report, special technical reports, discharge reports, or compliance schedule reports different from those prescribed in this article, all of which shall comply with the standards and guidelines which are (or in the future may be) established by the township.
- (10) Requirement for notification to the township of significant change in discharge.
- (11) Special conditions as the superintendent may reasonably require under particular circumstances of a given discharge including, but not limited to, sampling locations, frequency of sampling, number and type of sample, standards for testing, and reporting schedule.

**Deleted:** The duration of a wastewater permit shall be one year. Duration of a wastewater permit shall be one

#### SECTION VI

**AMENDMENT OF CHAPTER 40, ARTICLE V, SEC. 40-505—40-514.** Sec. 40-505 through 40-514 shall be and hereby is amended as follows:

Sec. 40-505. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abutting property* means property abutting a public sewer main, whether through or from the front, side or the back of the premises.

*Accumulated sanitary sewer system value* means that value, per 1,000 cubic feet of sewer use, as established by resolution of the township board which shall be adjusted periodically by resolution of the township board to reflect the most current net system value.

*Average cost per linear foot of main according to pipe size* for sewer main shall be calculated by dividing the total project cost by the total linear feet of pipe, valves, manholes and fillings installed in the project of interest, prorated by pipe size. The township engineer shall also proportion the cost of installing a sewer at a depth not exceeding 20 feet.

*Building official* means an individual appointed by the township board delegated to administer the state construction code.

*Capital charge* means such charge as may be established, which represents the respective portion of the capital investment of sewer system, which may be allocated or attributed to any

premises, including but not limited to oversizing of lines and treatment plant capacity and production facilities.

*Commercial user* means a user of the system which is primarily engaged in business or commerce (whether for profit or not-for-profit), but not classified as a residential, institutional or governmental user.

*Connection* means the act of joining a sewer lead to a new or existing building which results in the providing of public sewer to the building.

*Director* means the director of the township utility department.

*First party* means persons and their successors, heirs, or assignees entering into a contract with the township board to privately participate in funding additions to the water or sewer system.

*Governmental user* means a user of the system which is the state, a municipality, a subdivision of a municipality or of the state, including a school district.

*Household* means a claimant and spouse and all other persons residing therein.

*Household income* means all income received by all persons of a household in a tax year while members of a household.

*Income* means the sum of federal adjusted gross income as defined in the Internal Revenue Code, plus all income specifically excluded or exempt from the computations of the federal adjusted gross income.

*Industrial user* means that user that uses water or the public water system for manufacturing or processing purposes including users engaged in profit-seeking ventures which discharge a trade or process waste.

*Inspector* means any person duly authorized by the township board to inspect and approve any or all facilities affected by this article.

*Institutional user* means a user of the system which is an organizational, establishment, foundation or society of a public, educational, or charitable character such as a hospital, educational facility, charity or church.

*Lateral sewer main* means a sewer main, eight inches or larger in diameter, that serves, or is intended to serve, two or more buildings and is connected to, and part of, the public sewer system.

*Normal domestic strength sewage* means that sewage characterized by a biochemical oxygen demand (BOD) or concentration of suspended solids of not to exceed 300 milligrams per liter (mg/l).

*Operation and maintenance (O&M)* means those items of labor, service, material, utility costs and other charges including replacements which are necessary to the functioning of the sanitary sewage collection and disposal system of the township.

*Premises and properties* means land and any building located thereon.

*Pretreatment* means the methods and processes as approved by the director, to remove incompatible pollutants from industrial waste prior to the entry of such waste into the township sanitary sewer system.

*Public sewer* means a sewer conduit in which all owners of abutting properties have equal rights to use and which is controlled by public authority.

**Deleted:** A capital charge also may be known as an equity charge. When square footage must be calculated to determine the capital charge unit factors, the outside dimensions of buildings shall be used. ...

**Deleted:** *Main charge* means a footage charge to defray the cost of a public sewer line abutting the premises, which cost has not been previously defrayed by special assessment or other charge. ¶

Ready to Serve charge means the fee assessed to cover the fixed operating costs of the township sanitary sewer system, at rates set by resolution of the township board, based on the size of the property's water meter(s), irrespective of actual connection or use.

*Replacement* means any equipment, accessories and appurtenances necessary to cause the system to live out its useful design life.

*Residential user* means those users of the system whose primary use is that of a domicile and whose sewage is of normal domestic strength.

*Sanitary sewer system value* means the net assets less liabilities and contributed equity of the township sanitary sewer system as determined from the most current, completed yearly audit.

*Senior citizen* means an individual, or either one of two persons filing a joint tax return under Act No. 20 of the Public Acts of Michigan of 1973 (MCL 206.30 et seq.), who is 65 years of age or older and whose estimated household income for the current taxable year will not exceed \$8,500.00, or such other amount as may be determined by resolution of the township board to be applicable and consistent with the provisions of the aforesaid Act No. 20 as of the date of filing of an application by a senior citizen for a senior citizen rate.

**Deleted:** *Second party* means the township board for the township. ¶

*Sewage* means the water-carried wastes from residences, business buildings, institutions, industrial establishments and any other premises.

*Sewage disposal system* or *system* means the sanitary sewage collection and treatment system within the township and all connections thereto, both public and private, used for the purpose of collection and treatment of water-carried waste.

*Sewer service charge* means the total charge for sanitary sewer service within the township including charges for operation, maintenance, replacement, local capital cost and the cost of billing.

*Stubs* means sewer leads from the main to the lot line.

*Surcharge* means that any user discharging to the public sewer a wastewater having biochemical oxygen demand, chemical oxygen demand, phosphates, or suspended solids within the range specified in section 40-286 shall be subject to an additional cost over and above the basic rates. The surcharge shall be the yearly average per pound of treatment cost computed as a percent of replacement reserve, and the operation and maintenance divided by the yearly pounds of biochemical oxygen demand, chemical oxygen demand, phosphates or suspended solids. The surcharge per pound of pollutant shall be calculated annually by the superintendent and approved by the township board.

*Township engineer* means the staff engineer of the township or such professional engineer retained by the township board to review the engineering aspects of the township sewer and/or water system, or the authorized representative of such engineer.

*Volume of sewer use*, for the purpose of enforcement of this article, means and is hereby determined to be synonymous with the volume of township metered water serving the user and it shall be assumed that all metered water is entering the public sanitary system unless the customer can demonstrate to the contrary. Separate water meters serving users that do not use the sanitary sewer system for their disposal need not be considered for establishment of sewer capital charges that are not set by schedule.

**Deleted:** *Third party* means those persons and their successors, heirs or assignees that do not join with the first party and/or the township board in a contract to privately fund additions to the sewer system addition of the first party. ¶

*Total project cost* means, for any sewer or water main installation, and shall include, but not be limited to, the following costs: ¶

- (1) Installed cost of the main, valves, manholes, fittings and other appurtenances thereto; ¶
- (2) All repair, replacement, restoration or protection of roads, landscape, waterways or other environment; ¶
- (3) All engineering, planning, advertising, administrative and bidding costs. ¶

**Deleted:** *User charge* means those charges imposed on a monthly or quarterly basis for the privilege of using the sanitary sewage disposal system of the township and shall be deemed to consist of a component for operation, maintenance and replacement charges only. ¶

Sec. 40-506. - Rates.

(a) *Metered rates.*



- (1) *Inside the township.* In addition to the Ready to Serve charge, rates to be charged for sanitary sewer service shall be computed based upon metered water consumption for those users connected to the township's water distribution system or other water supply source and whose premises are within the corporate limits of the township and are as set by resolution of the township board.
- (2) *Outside of the township.* Rates to be charged for sanitary sewer service shall be as set by resolution of the township board.
- (b) *Unmetered rates.*
- (1) *Inside the township rates.*
- a. Residential users shall be charged a flat rate based on residential averages multiplied by the sum of the inside of the township rates for operation and maintenance, debt service, capital and replacement costs.
- b. Nonresidential users shall be charged a flat rate based on equivalent nonresidential averages multiplied by the sum of the inside of the township rates for operation and maintenance, debt service, capital and replacement costs.
- (2) *Outside of the township rates.*
- a. Residential users shall be charged a flat rate based on residential averages multiplied by the sum of the outside of the township rates for operation by the sum of the outside of the township rates for operation and maintenance, debt service, capital and replacement costs.
- b. Nonresidential users shall be charged a flat rate based on nonresidential averages multiplied by the sum of the outside of the township rates for operation and maintenance, debt service, capital and replacement costs.
- (c) *Surcharge rates.*
- (1) Rates to be charged for surcharge shall be based on the samples taken from the user's wastewater discharge, which concentrations fall within the surcharge range for the pollutants that have been established by resolution of the township board.
- (2) The rates shall be reviewed annually by the director of the wastewater treatment plant.
- (3) The rates shall be approved and adopted by township board resolution.
- (d) *Billings.*
- (1) Bills shall be rendered to users no less often than on a monthly basis.
- (2) The township board may require meter readings and/or billings to be made more often than on a monthly basis. Billings made more often than on a monthly basis may be estimated and prorated on a monthly basis with the balance due to be adjusted by a meter reading and billing at the end of each month.
- (3) All bills rendered to users shall become due and payable 15 days after the billing date. Payments made by mail shall be postmarked no later than 15 days after the billing date. No utility department employee in the field shall be permitted to receive payments for billings or other charges.
- (e) *Special rates.* Rates for miscellaneous or special services for which a special rate shall be established by resolution of the township board, provided that the operation and

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maintenance and replacement components be uniformly applied to users subject to the rate.

(f) *Past due bills.*

(1) All bills not paid on or before the due date as herein established shall be subject to a penalty as shall be set by resolution of the township board.

(2) Sanitary sewer service shall be discontinued 35 days after the billing date, if all necessary payments have not been made as required by this article, except as follows by subsection (f)(3) of this section. The 35-day requirement notwithstanding, the service shall not be discontinued unless the accounting department is open to receive payment on the day of and the day following discontinuation of service.

(3) When a customer claims hardship, the manager or finance director or their designees, may allow the customer to make reduced payments at intervals more frequent than the usual billing interval. These payments shall equal in total the monthly bill. This method of payment shall not allow a customer to defer full payment of the bill beyond 35 days after the billing date.

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(4) The procedure for notification of default in payment of bills prior to service discontinuation shall be by sending a past due notice 20 days after the billing date. The past due notice shall state the amount due, the service discontinuation date, the additional charge to reinstate discontinued service, and that payment made after the service discontinuation date must be for all charges.

(5) Where service to a customer in default of a bill has been discontinued, the service shall not be restored until authorized by the accounting department. The accounting department shall not authorize restoration of service until arrangements for payment of all charges as may be required by ordinance, have been made.

(g) *Returned (NSF) checks.* An administrative fee as set by resolution of the township board shall be charged for handling returned checks.

(h) *Sewer service deposits.* Sewer service deposits shall not be required, except as follows:

(1) Where annual notice is given in writing as provided for in section 21, Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seq.), that a tenant is responsible for such charges and services as provided for by this article, then a cash deposit as established by township board resolution shall be made as security for payment of such charges and services. The deposit shall be returned after two years, if no default in payment of bills has occurred and if the customer has not been past due more than two times within a two-year period.

(2) As required by subsection (i) of this section, pertaining to enforcement.

(i) *Enforcement.* Charges for sewer services shall constitute a lien on the property served, pursuant to section 21, Public Act No. 94 of 1933 (MCL 141.121), unless annual notice is given that a tenant is responsible and whenever such charges shall be delinquent for two months or more, the township officer in charge of the collection thereof shall certify annually before September 1 of each year, to the tax assessing officer of the township, the fact of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general township taxes against such premises are collected and the lien thereof enforced; provided, however, where annual notice is given in writing that a tenant is responsible for such charges and services as provided by section 21, Public Act No. 94 of 1933 (MCL 141.121), no further service shall be rendered to such premises until a cash

deposit equal to six months sewer charges shall have been made as security for payment of such charges and service. In addition to other lawful enforcement methods, the payment of charges for service to any premises may be enforced by discontinuing the sewer service to such premises.

- (j) *Winter averaging.* Winter averaging, if any, shall be established by resolution of the township board, provided that the operation and maintenance and replacement components are uniformly applied to users subject to the rate.
- (k) *No free service.* No user of the township's sanitary sewer system, public or private, shall receive free service.

Sec. 40-507. - Sewer capital charges.

- (a) Sewer capital charges hereinafter established shall apply to all properties located within the boundaries of the township served by the public sewer system owned by the township. Those properties within the township served by public sewer furnished by the City of Lansing, or any other municipal corporation or township, shall be subject to such charges as may be provided for by contract between the township and such other municipality.
- (b) Sewer capital charges for properties located outside the boundaries of the township shall be as arranged by agreement between the township and the property owners requesting such service and the unit of government where such property is situated; however, no capital charge shall be less than those charges to properties located within the township.

Sec. 40-508. - Times and conditions of collection of charges.

- (a) Charges imposed by this article shall be paid in full or refunded under the following conditions and at the following times unless otherwise specifically provided elsewhere in this article:
  - (1) For each premises requesting to use or required to use the public sewage disposal system, unless previously paid, a sewer capital charge will be collected at the rate set by a resolution of the Delta Township Board.
  - (2) Upon application for a building permit for the purpose of erecting new buildings, all applicable sewer charges shall be collected.
  - (3) Upon application for a building permit to construct an addition to an existing premises, other than a single-family residence, all applicable sewer charges shall be paid at the same rate as though the addition were a new building. The sewer capital charge shall apply only to the addition being added, provided that the class of use of the premises is not being changed.
  - (4) Sewer capital charges, once paid for the first occupant's use, shall not be further adjusted for future changes in occupancy unless there is intensification of a use by a classification change, structural, plumbing addition, or other changes that would create a larger demand on the system. Charges for such added use shall be paid upon application for building permit; or if a building permit is not required by ordinance, then such additional charges shall be paid prior to a plumbing permit; or if neither a building or plumbing permit is required by ordinance, then the additional charge shall be paid prior to occupancy by the new occupant.
  - (5) If a sewer capital charge rate has not been established by township board resolution in regard to a particular use, then the time of collection shall be as described in section 40-512.

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- (6) Upon application for authorization to connect a new building, existing building, or lateral sewer main connection to the public sewer, all applicable charges shall be collected, except as provided in sections 40-513, 40-514 and 40-516.
  - (7) When the class of use of a proposed building, existing building or addition to an existing building is not set forth in the application for building permit, the sewer capital charge shall be the amount as established by township board resolution for unknown occupancies. This charge shall be adjusted at the time that the first total building occupancy or use class is known.
  - (8) Prior to start of construction of new buildings or additions to existing buildings when a building permit is not required, all applicable charges shall be paid (for example, schools).
  - (9) If an application is withdrawn (in writing), then the charges due under this article shall be refunded, less an administrative charge.
- (b) The requirements of this section shall not apply to those properties served by a sewer furnished by a municipal corporation or township other than the township, but rather the contracted terms, amounts and methods of payment shall apply.

Secs. 40-509—40-510. - Reserved

Sec. 40-511. - Sewer stubs.

When no sewer stub exists, the property owner shall bear the expense of installation of such stub.

Sec. 40-512. - Capital charges.

- (a) A capital charge as set by resolution of the township board, per single-family residence or residential equivalent unit shall be charged as a condition of obtaining service from the system.
- (b) The township board shall adopt and revise from time to time if necessary, a schedule of residential equivalent unit factors representing the ratio of average residential sewage use to volume of nonresidential uses. Such schedule shall be used in determining capital charges except as otherwise provided herein. When the charge is based upon building area, the outside perimeter of the walls shall be used.
- (c) The township building official, manager or utility director or their designees may require metering of private water supply systems to verify the accuracy of charges.
- (d) There shall be no rebate of capital charges once paid.
- (e) Sewer capital charges once paid shall not be transferred to other parcels of land, other buildings, or other portions of buildings. However, if a building is removed, then such charge, if paid or assumed to have been paid, can be credited towards another building to be located on the same parcel of property.

Sec. 40-513. - Additions and connections to the public sewer.

- (a) No additions by other than the township shall be allowed to the public sewer system except by prior contract with the township board.

- (b) No properties shall be exempted from capital charges.

**Deleted:** Sec. 40-509. - Establishment of main charges. ¶  
Main charges for sewer are hereby established for the privilege of connecting premises to the public sewer system as follows: ¶  
(1) When the public sewer mains available to such premises were constructed with public funds and the premises have not been specially assessed for any portion of the installing cost. ¶  
(2) When the public sewer mains available to such premises were financed by nonpublic funds and such premises did not participate in full in the financing of those services. ¶  
(3) It is the intent of this main charge to ensure that each premises connecting to the sewage disposal system of the township shall share its respective portion of the cost of installation of mains. ¶  
(4) Lateral sewer main connections to the public sewer system shall be subject to a benefit charge in lieu of a sewer main charge, as per section 40-510(3). ¶  
Sec. 40-510. - Computation of sewer main charges. ¶  
The amount of sewer main charges shall be determined as follows: ¶  
(1) Sewer main charges for premises served by sewers installed as part of assessment districts, but not assessed thereunder, shall be charged to and payable by a premises on the same basis as originally determined by the township board for the assessment district with a deferral charge added as set by resolution of the township board. ¶  
(2) Sewer main charges for premises abutting a sewer for which no assessment district exists shall be either one-half of the average cost per linear foot of main according to pipe size in the project under w... [3]

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**Deleted:** Where a sewer stub has been provided but not otherwise reimbursed to the township, it shall be paid at the time the sewer main charges are due at the rate per stub of the actual installed cost and an interest charge prorated through the month of payment. ¶

**Deleted:** (d) If a sewer capital charge rate has not been established by resolution in regard to a particular use, then with approval of the township board, an estimated charge shall be made and such charge collected prior to connection to the township syste... [4]

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**Deleted:** (b) Where the township board contracts with the first party to extend the sewer system with private funds, then the first party shall not be levied main charges on the privately funded sewer mains specifically covered by the contract. The foregoing... [5]

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(c) All plans and specifications for additions and connections to the public sewer system, including lateral connections, shall be submitted to and approved in writing by the township engineer.

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(d) Except as provided herein, no permits for use of the public sewer system shall be requested or issued until after the addition to the public sewer system has been certified in writing as being satisfactorily complete by the township engineer and the proper deeds of grant, waivers of lien and easement agreements are provided to the township. The township manager may grant temporary use permits for periods not to exceed 60 days. In the event of a violation of this section, the township may, without notice or any liability to the first party, disconnect the addition to the public sewer system, shutoff or disconnect the public water supply and/or take any other action necessary to prevent the flow of sewage into the addition to the public sewer system. The first party shall pay all costs, including actual attorney's fees, which the township incurs in enforcing the provisions of this section.

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Sec. 40-514. - Hardship.

(a) Persons owning property with buildings located thereon and residing thereon who are required by state law, the Barry-Eaton District Health Department or by ordinance to connect to a public sewer system or who desire to connect to same may apply for hardship consideration in regard to payment of the various charges required by this article.

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(b) The manager or his/her designee shall determine for each application if a hardship exists. The manager or his/her designee may require such proofs as he/she deems necessary to determine if a hardship actually exists and the degree thereof.

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(c) If it is determined that a hardship exists, a lien shall be placed against the property. All charges (including capital charges) required under this article may be deferred by use of the methods listed in subsection (d) of this section, chosen at the discretion of the board. In no event shall the property change ownership without payment in full of the charges due. (Survivorship of part owners shall not be considered an ownership change.)

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(d) Upon determination of hardship, one or more of the following hardship payment methods, in full, in part, or in combination thereof may be utilized by the manager or his/her designee:

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(1) Payments may be made in 15 equal annual installments bearing interest at a rate as determined by resolution of the township board on the unpaid principal balance as computed at the time of connection. This deferral of charges shall apply only to those properties situated within the boundaries of the township.

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(2) Deferral of all charges (including capital charges) until the property changes ownership. Charges shall bear interest at the rate determined by resolution of the township board. The property owner may pay off any and all charges with interest due at any time. The manager or his/her designee may at his/her discretion determine that the hardship is ending and require immediate payment of all charges due (the property owner may still elect to use section 40-514(d)(1), to the extent allowed therein to non-hardship cases.) If, at his/her discretion, the manager or his/her designee determines that the hardship is reduced, he/she may require payment by use of section 40-514(d)(1).

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**SECTION VII**

**SEVERABILITY.** If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment

shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment is rendered.

**SECTION VIII**

**REPEAL.** All ordinances or parts of ordinances of the Charter Township of Delta inconsistent herein are hereby repealed so far as they may inconsistent with the provisions of this Ordinance.

**SECTION IX**

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**EFFECTIVE DATE.** This Ordinance shall take effect upon final publication as required by law.

\_\_\_\_\_  
Kenneth R. Fletcher, Supervisor

I, Mary R. Clark, Clerk of the Charter Township of Delta, Eaton County, Michigan, hereby certify that the foregoing is a complete ordinance adopted by the Township Board at its regular meeting on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mary R. Clark, Clerk

Introduced by Township Board \_\_\_\_\_

Published following first reading: \_\_\_\_\_  
\_\_\_\_\_

Adopted by Township Board \_\_\_\_\_

Published following final reading: \_\_\_\_\_  
\_\_\_\_\_

Effective Date \_\_\_\_\_

**DELTA CHARTER TOWNSHIP**

7710 W. Saginaw Highway

Lansing, Michigan 48917

517-323-8500

**ORDINANCE No. 20-\_\_\_\_\_**

**CODE OF ORDINANCE**

**PREAMBLE**

AN ORDINANCE OF THE CHARTER TOWNSHIP OF DELTA, EATON COUNTY, MICHIGAN, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED IN CHAPTER 40 (“UTILITIES”) IN ARTICLES III, IV, AND V (“WATER SYSTEM,” “WASTEWATER SYSTEM USE” AND “WASTEWATER SYSTEM RATES”) TO CLARIFY OR ADD DEFINITIONS, FEES, AND PROCEDURES RELATED TO THE TOWNSHIP WATER AND SEWER SYSTEM, INCLUDING THOSE FOR CAPITAL CHARGES AND READY-TO-SERVE CHARGES; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delta, Eaton County, Michigan ordains:

**SECTION I**

**AMENDMENT OF CHAPTER 40, ARTICLE III, SEC. 40-59—40-60.** Sec. 40-59 through 40-60 shall be and hereby is amended as follows:

Sec. 40-59. - Definitions.

*Curb valve* or *curb stop* means the township owned valve at the end of the water service stub, located at or near the property line/road right-of-way or easement line, used to turn a water service on or off to a specific building.

*Distribution system water main* means that part of the POWSS located within easements or road rights of way and designed to supply one or more water service lines.

*Fire service line* means a water main connecting a property or premises to the distribution system water main solely for providing fire protection.

*POWSS* means the publicly owned water supply system consisting of distribution system water mains, pumps, equipment and other appurtenances owned, operated and maintained by the township for the transmission, treatment, storage, distribution and supply of potable water for domestic, commercial, industrial and fire protection uses.

*Utilities department* means the Delta Township Utilities Department.

*Utilities director* means the Delta Township Utilities Director.

*Water meter* means a device for measuring and registering the quantity of water that passes through a water service line or fire service line.

*Water service line* means a pipe from the curb valve to the water meter situated on a property or within a premise.

*Water service stub* means that part of the POWSS between the distribution system water main and the curb valve, including the curb valve.

Sec. 40-60. - Connection to the public water supply system.

- (a) Connections to the POWSS shall be as mandated by section 40-93 herein.
- (b) An application for a water connection shall be made to the township accounting department on forms prescribed and furnished by it.
- (c) Water connections shall not be made by the utilities department until payment of the required connection charges and capital charges.
- (d) Water connections shall be installed in accordance with the township municipal utility standards.
- (e) Water service lines smaller than two inches shall be installed by the utilities department, unless otherwise authorized by the utilities director or his/her designees.
  - (1) Water service lines may not be installed absent payment of the required installation charges, capital charges, and inspection fees.
  - (2) Water service lines smaller than two inches shall be guaranteed by the utilities department for one year from the date of installation of the water meter. Existing water service lines smaller than two inches shall be guaranteed by the utilities department for one year from the effective date of the ordinance from which this section is derived.
- (f) Water service lines two inches and larger shall be installed by the property owner's contractor and be subject to inspection by the utilities department following approval of construction plans for the installation and payment for the required plan review, installation charges, inspection fees and capital charges, if any.
- (g) The utilities department may refuse to authorize larger service lines than reasonably required by the premises served.
- (h) Curb valves shall not be located in driveways or sidewalks and shall be relocated at the property owner's expense if necessary.
- (i) Fire service lines are under the direct authority of the township fire chief or his/her designees. All fire service line installations and/or repairs shall require a permit issued by the township building department. The utilities department shall not be responsible for the installation or maintenance of fire service lines.
- (j) No water service lines shall be connected to a fire service line.



## SECTION II

**AMENDMENT OF CHAPTER 40, ARTICLE III, SEC. 40-137—40-138.** Sec. 40-137 through 40-138 shall be and hereby is amended as follows:

Sec. 40-137. – Lawn sprinkling – Restrictions.

In the event that emergency water restrictions are required by the Township and/or Lansing Board of Water and Light, the following restrictions will apply: Lawn sprinkling is hereby allowed on even-numbered days of the month at all residences which are even-numbered in the township which use water supplied by the township and is prohibited on odd-numbered days of the month thereat. Lawn sprinkling is hereby allowed on odd-numbered days of the month at all residences which are odd-numbered in the township which use water supplied by the township water system, and is prohibited on even-numbered days of the month thereat. The regulations and limitations of use set forth in this section shall be effective during the months of May, June, July and August of every year.

Sec. 40-138. – Same – Notice.

Notice of the lawn sprinkling regulations set forth in section 40-137 shall be published each year on the Township's website.

## SECTION III

**AMENDMENT OF CHAPTER 40, ARTICLE III, SEC. 40-188—40-204.** Sec. 40-188 through 40-204 shall be and hereby is amended as follows:

Sec. 40-188. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abutting property* means property abutting a public water main, whether through or from the front, side or the back of the premises.

*Building official* means the individual appointed by the township board delegated to administer the state construction code.

*Capital charge* means such connection charge as may be established by resolution of the township board, which charge represents the respective portion of the capital investment of the water system, and which may be allocated or attributed to any premises, and includes without limitation expenses incurred from the oversizing of lines and treatment plant capacity and production facilities.

*Connection* means the act of joining a water lead to a new or existing building which results in the providing of public water to the building.

*First party* means persons and their successors, heirs or assignees entering into a contract with the township board to privately participate in funding additions to the water system.

*Inspector* means any person duly authorized by the township board to inspect and approve any or all facilities affected by this division.

*Installation charge* means the cost of extending water service from the main to the building.

*Premises or properties* means land and any building located thereon.

*Public water* means a water conduit in which all owners of abutting properties have equal rights and which is controlled by public authority.

*Ready to Serve charge* means the fee assessed to cover the fixed operating costs of the township water system, at rates set by resolution of the township board, based on the size of the property's water meter(s), irrespective of actual connection or use.

*Stubs* means water leads from the main to the lot line.

*Township engineer* means the staff engineer of the township or such professional engineer retained by the township board to review the engineering aspects of the township water system, or the authorized representative of such engineer.

Sec. 40-189. - Properties affected.

Capital charges hereinafter established shall apply to all properties located within the boundaries of the township served by the township water system. Those properties within the township served by public water furnished by the City of Lansing, or any other municipal corporation or township shall be subject to such charges as may be provided for by contract between the township and any other municipality.

Sec. 40-190. - Times and conditions of collection of charges.

Charges imposed by this section shall be paid in full or refunded under the following conditions and at the following times unless otherwise provided herein:

- (1) From each premises requesting to use, or required to use the public water system, a capital charge will be charged and collected, as per section 40-191.
- (2) Upon application for a building permit for the purpose of erecting new buildings, capital charges shall be collected.
- (3) Upon application for authorization to connect a new building or existing building to the public water, all applicable installation charges shall be collected.
- (4) Prior to start of construction of new buildings or additions to existing buildings when a building permit is not required, or prior to a lateral connection to the public water system, all applicable charges shall be paid (for example, schools).
- (5) If an application is withdrawn (in writing), then the charges due under this division shall be refunded less an administrative charge as set by resolution of the township board.
- (6) The requirements of this section shall not apply to those properties served by water furnished by a municipal corporation or township other than the township but rather the contracted terms, amounts and methods of payment shall apply.

Secs. 40-191—40-192. - Reserved

Sec. 40-193. - Water capital charge.

- (a) A water capital charge shall be established by board resolution based upon a schedule of fees which shall be as set by resolution of the township board that shall apply to all new water service connections made to the township facilities and for any increase in sizing thereafter there shall be charged the difference between the charge for an existing meter and the fee herein established for the larger meter.
- (b) The water capital charges shall be paid upon making application to the township or upon application for installation of a larger meter size. Subsequent amendments of the schedule of fees shall be by board resolution.

Sec. 40-194. - Installation charges.

From the water main to the service valve (applicable to a 66-foot road right-of-way only), where water services are installed by another entity than the township, there shall be an inspection fee as shall be set by resolution of the township board.

Sec. 40-195. - Reserved.

Sec. 40-196. - Restriction on issuing permits and authorizations.

No authorizations to connect water shall be granted until the capital charges have been paid in accordance with this division subject to the exceptions in sections 40-190(6) and 40-202.

Sec. 40-197. - Reserved.

Sec. 40-198. - Water service rates.

- (a) *Ready to Serve charge.* The Ready to Serve charge shall be as set by resolution of the township board.
- (b) *Consumption rates.* Consumption rates shall be computed based upon the metered water consumption for those users connected to the township water supply system and shall be billed monthly at a rate set by resolution of the township board.
- (c) *Fire hydrant rental.* For the use of water through fire hydrants and for the availability of such water, the township shall pay a fee as set by resolution of the township board, payments to be made from funds legally available for such purpose or from the proceeds of taxes which the township shall levy within charter tax rate limitations.
- (d) *Fire hydrant maintenance.* Fire hydrants shall be installed on private property at the property owner's expense. Water supply and maintenance of fire hydrants installed on private property shall be provided by the township for a charge as set by resolution of the township board. Hydrants installed on private property shall be used for fire protection only and shall not be used for any other purposes, except as may be permitted by this division. No additional charge will be made for water used from these hydrants for fire purposes.
- (e) *Charge for turn-on or turn-off of water services.* For new customers, no charge shall be made. For customers who have defaulted on bills, a charge for turn-off or turn-on shall be as set by resolution of the township board.
- (f) *Special rates.* Special rates for miscellaneous or special services shall be fixed by the township board.

- (g) *Water from hydrants.* No one shall be allowed to use water from fire hydrants, except as follows:
- (1) Through a meter installed and read by the utility department, or by measured amounts controlled by the utility department, to be billed to the user, at a rate set by the township board.
  - (2) By the utility department, for sewer flushing, unmetered, but the number of tank truck fills, and tank capacity thereof to be reported to the accounting department, and billed to the utility department.
  - (3) For water main flushing and such other uses determined as necessary by the utility department, not to be billed.
  - (4) For firefighting and fire training, not to be billed.
  - (5) For fire flow testing by the engineering department or for a sprinkler consultant under the supervision of the engineering department or utility department.
- (h) *Billings.*
- (1) Bills shall be rendered to users no less often than on a monthly basis.
  - (2) The township board may require meter readings and/or billings to be made more often than on a monthly basis. Billings made more often than on a monthly basis may be estimated and prorated on a monthly basis with the balance due to be adjusted by a meter reading and billing at the end of each month.
  - (3) All bills rendered to users shall become due and payable 15 days after the billing date. Payments made by mail shall be postmarked no later than 15 days after the billing date. No utility department employee in the field shall be permitted to receive payments for billings or other charges.
- (i) *Past due bills.*
- (1) All bills not paid on or before the due date as herein established shall be subject to a penalty as shall be set by resolution of the township board.
  - (2) Water service shall be discontinued 35 days after the billing date, if all necessary payments have not been made as required by this division, except as follows by subsection (i)(3) of this section. The 35-day requirement notwithstanding, the service shall not be discontinued unless the accounting department is open to receive payment on the day of and the day following discontinuation of service.
  - (3) When a customer claims hardship, the manager or finance director or their designees may allow the customer to make reduced payments at intervals more frequent than the usual billing interval. These payments shall equal in total the monthly bill. This method of payment shall not allow a customer to defer full payment of the bill beyond 35 days after the billing date.
  - (4) The procedure for notification of default in payment of bills prior to service discontinuation shall be by sending a past due notice 20 days after the billing date. The past due notice shall state the amount due, the service discontinuation date, the additional charge to reinstate discontinued service, and that payment made after the discontinuation date must be for all charges.
  - (5) Where service to a customer in default of a bill has been discontinued, the service shall not be restored until authorized by the accounting department. The accounting

department shall not authorize restoration of service until arrangements for payment of all charges, as may be required by ordinance, have been made.

- (j) *Returned (NSF) checks.* An administrative fee as set by resolution of the township board shall be charged for handling returned checks.
- (k) *Water service deposits.* Water service deposits shall not be required, except as follows:
  - (1) Where annual notice is given in writing, as provided for in section 21, Public Act No. 94 of 1933 (MCL 141.121), that a tenant is responsible for such charges and services as is provided for by this division, then a cash deposit as set by resolution by the township board shall be made as security for payment of such charges and services. The deposit shall be returned after two years, if no default in payment of bills has occurred and if the customer has not been past due more than two times within a two-year period.
  - (2) As required by subsection (l) of this section, pertaining to enforcement.
- (l) *Enforcement.* Charges for water services shall constitute a lien on the property served, pursuant to section 21, Public Act No. 94 1933 (MCL 141.121), unless annual notice is given that a tenant is responsible and whenever such charges shall be delinquent for two months or more, the township officer or officers in charge of the collection thereof shall certify annually before September 1 of each year, to the tax-assessing officer of the township, the fact of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general township taxes against such premises are collected and the lien thereof enforced. Provided, however, where annual notice is given in writing that a tenant is responsible for such charges and services as provided by section 21, Public Act No. 94 of 1933 (MCL 141.121), no further service shall be rendered such premises until a cash deposit equal to six months' water charges shall have been made as security for payment of such charges and service. In addition to the other lawful enforcement methods, the payment of charges for service to any premises may be enforced by discontinuing the water service to such premises.

Sec. 40-199. - Enforcement.

If any premises is found to be connected to the public water mains in violation of this division or failed to have paid the capital charges in accordance with the provisions of this division, the director shall be notified of any violation within ten days of its discovery; the director shall cause notice to be given to the owners of record of the property by certified mail and by posting such notice conspicuously upon such building. The notice shall state the amount of capital charges due and owing, the last day of payment, the public office where such payment must be made and the right of appeal as provided in section 40-200.

Sec. 40-200. - Appeal.

Persons receiving notice of the charge may, within 30 days from the mailing of such notice, request a hearing before the township board as to the nature of the charges and the amounts thereof. The board shall determine the amount of charges due and owing and shall direct the director to place such charges upon the next tax roll of the township unless paid within ten days and such charges shall become a lien and collected in the same manner as provided for delinquent charges set forth in section 40-201.

Sec. 40-201. - Collection of delinquent charges.

- (a) Charges for water service and capital connection charges established by this division furnished to any property shall be a lien thereof, as provided by section 21, Public Act No. 94 of 1933 (MCL 141.121), and any charges delinquent for three months or more shall be certified annually prior to September 1 to the township treasurer who shall enter the same upon the next tax roll against the property for which such charges were incurred and such charges shall be collected and such lien shall be enforced in the same manner and subject to the same collection and penalty charges as provided for in the collection of general ad valorem taxes except such delinquent charges shall bear a delinquent interest rate of one-half of one percent per month from the date of delinquency in addition to the delinquent charges made and provided for the collection of ad valorem taxes. In addition to any other lawful enforcement methods, the payment may be enforced by discontinuing the water service to such property. Further, all charges and penalties may be recovered by the township by court action.
- (b) Such capital charges, or other charges as may apply to water improvements furnished within the corporate limits of the township by the City of Lansing or any other state municipal corporation or township shall become a lien on property and may be collected in the same manner as provided for in subsection (a) of this section. The township shall, upon collection of these charges, rebate them to the municipal corporation or township owed, less the interest as a collection fee.

Sec. 40-202. - Hardship.

- (a) Persons owning property with buildings located thereon and residing thereon who are required by state law, the Barry-Eaton District Health Department or by ordinance to connect to a public water main or who desire to connect to same may apply for hardship consideration in regard to payment of the various charges required by this division.
- (b) The manager or his/her designee shall determine in his/her discretion for each application if a hardship exists. The manager or his/her designee may require such proofs as he/she deems necessary to determine if a hardship actually exists and the degree thereof.
- (c) If it is determined that a hardship exists, a lien shall be placed against the property. All charges (including capital charges) required under this division may be deferred by use of the methods listed in subsection (d) of this section, chosen at the discretion of the board. In no event shall the property change ownership without payment in full of the charges due. (Survivorship of part owners shall not be considered an ownership change.)
- (d) Upon determination of hardship, one or more of the following hardship payment methods, in full, in part, or in combination thereof may be utilized by the manager or his/her designee:
  - (1) Capital charges established under this ordinance, under determination of hardship by the manager or his/her designee, may be paid in installments bearing interest at a rate as determined by resolution of the township board on the unpaid principal balance as computed at the time of connection. This deferral of such charges shall apply only to those properties situated within the boundaries of the township.
  - (2) Deferral of capital charges until the property changes ownership. Charges shall bear interest at the rate as determined by resolution of the township board. The property owner may pay off any and all charges with interest due at any time. The township manager or his/her designee may at his/her discretion determine that the hardship is ending and require immediate payment of all charges due. If, at his/her discretion, the manager or his/her designee determines that the hardship is reduced, he/she may require payment by use of subsection (d)(1) of this section.

Sec. 40-203. - Non-exclusivity of fees.

The charges herein established are in addition to any fee the township has heretofore or may hereinafter establish for a contractor's permit to construct, cut into or connect to the public water.

Sec. 40-204. - Additions and connections to the public water system.

- (a) No additions by other than the township shall be allowed to the public water system except by prior contract with the township board.
- (b) No persons shall be exempted from capital charges.
- (c) All plans and specifications for additions and connections to the public water system, including lateral connections, shall be submitted to and approved in writing by the township engineer.
- (d) Except as permitted herein, no permits for use of the public water system shall be requested or issued until after the addition to the water system has been certified in writing as being satisfactorily complete by the township engineer and the proper deeds of grant, waivers of lien and easement agreements are provided to the township. The township manager may grant temporary use permits for periods not to exceed 60 days. In the event of a violation of this section, the township may, without notice or any liability to the first party, disconnect the addition to the public water system and/or take any other action necessary to prevent the flow of water into the addition to the public water system. The first party shall pay all costs, including actual attorney's fees, which the township incurs in enforcing the provisions of this section.

#### SECTION IV

**AMENDMENT OF CHAPTER 40, ARTICLE IV, SEC. 40-234.** Sec. 40-234 shall be and hereby is amended as follows:

Sec. 40-234. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Act or the Act* means the Federal Water Pollution Control Act, also known as Clean Water Act, 33 USC 1251 et seq.

*Approval authority* means the supervisor of the Shiawassee District of the state department of environmental quality.

*Authorized representative of industrial user* means a duly authorized representative who is responsible for the overall operation of the facilities from which the indirect discharge originates.

*Available public sanitary sewer system* means a public sanitary sewer system located in a right-of-way, easement, highway, street or public way which crosses, adjoins, or abuts upon the property and passes not more than 200 feet at the nearest point from a structure in which sanitary sewage originates.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter.

*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainpipes inside the walls of the building and conveys it to the building sewer, beginning approximately five feet outside the inner face of the building wall and is not part of the public sewer.

*Building sewer* means the extension from the building drain to the public sewer main or other place of disposal and is not part of the public sewer.

*Building stub (house lead)* means that part of the building sewer from the public sewer main to the right-of-way and is not part of the public sewer.

*Bypass* means the intentional diversion of the waste stream from any portion of an industrial user's treatment facility.

*Chemical oxygen demand (COD)* means a measure of the oxygen-consuming capacity of inorganic and organic matter present in the water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test.

*Combined sewer* means a sewer intended to receive both wastewater and stormwater or surface water.

*Combined waste stream* means the flow of wastewater from an industrial facility where the sanitary waste stream is combined with the process regulated waste stream following treatment.

*Commercial user* means a person whose premises are used to offer services and/or products such as retail and wholesale stores, gasoline stations, restaurants, schools, churches, hotels, motels, nursing homes, hospitals, warehouses, private clubs, theaters and governmental buildings.

*Compatible pollutants* means those pollutants that the township wastewater treatment plant was specifically designed to remove taking into account biochemical oxygen demand (BOD) and means suspended solids, fecal coliform bacteria, and total phosphorous.

*Contamination* means any introduction into water of microorganisms, chemicals, wastes or wastewater in a concentration that makes the water unfit for its intended use.

*Control authority* means and shall refer to the director of the wastewater treatment plant as defined in the approved pretreatment program under the provisions of 40 CFR 403.11.

*Direct discharge* means the discharge of treated or untreated wastewater directly to the waters of the state.

*Director* means the head of the township utility department or his authorized representative.

*Discharge* means spilling, leaking, seeping, pumping, pouring, emitting, emptying, dumping or depositing.

*Domestic sewage* means liquid or water-carried waste discharged from residential living units and resulting from activities usually considered to be carried on in a domicile.

*Domestic user* means a person whose premises are for single-family or multiple-family use.

*Effluent* means wastewater or other liquid, partially or completely treated, flowing out of a reservoir, basin, treatment plant, or industrial treatment plant or part thereof.

*Environmental protection agency (EPA)* means the U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the administrator or other duly authorized official of such agency.



*Federal categorical pretreatment standard* means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of Federal Water Pollution Act, amendments of 1972 (PL 92-500), which applies to a specific category of industrial users.

*Federal prohibitive discharge standard* means any regulation developed under the authority of section 307(b) of Federal Water Pollution Act, amendments of 1972 (PL 92-500), and 40 CFR 403.5.

*Garbage, shredded*, means garbage that has been cut or shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

*Garbage, solid*, means solid wastes resulting from the domestic, commercial and industrial preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce or from the canning or packing of food.

*Grab sample* means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

*Holding tank waste* means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

*Incompatible pollutant* means a environmentally undesirable substance discharged to the township treatment works for which the treatment facility is not designed to remove or alter. The substance may also cause treatment upset, adverse effects on the safety and/or health of the treatment plant workers, or pass through.

*Indirect discharge* means the discharge or the introduction of pollutants from any source into the POTW (including holding tank waste discharged into the system).

*Industrial user* means the user that discharges to the public sewer system from manufacturing or processing operations, including users engaged in profit seeking ventures which discharge a trade or process waste. This includes any user identifiable in divisions A, B, D, E and I in the Standard Industrial Classification Manual, 1972, U.S. Office of Management and Budget.

*Industrial waste* means the liquid or water-carried waste resulting from industrial or manufacturing process, trade or business, or from the development, recovery or processing of a natural resource, with or without suspended or dissolved solids as distinct from sanitary sewage.

*Infiltration.*

- (1) The term "infiltration" means the water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.
- (2) The term "infiltration" does not include inflow.

*Inflow.*

- (1) The term "inflow" means the water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, uncontaminated cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catchbasins, stormwaters, surface runoff, street wash waters or drainage.

(2) The term "inflow" does not include infiltration.

*Interference* means the inhibition or disruption of the POTW treatment processes or operations, or that which contributes to a violation of any requirement of the township NPDES permit. The term "interference" includes limitations of sewage sludge use of disposal by the POTW in accordance with 405 of the Act (33 USC 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria or those guidelines and criteria contained in any sludge management plan of the POTW applicable to the method of disposal or use employed by the POTW.

*mg/l* means milligrams per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis.

*Natural outlet* means any watercourse, pond, ditch, lake or any other body of water, either surface or ground.

*New source* means any source, the construction of which is commenced after the publication of proposed regulations prescribing a section 301(c) (33 USC 1317) categorical pretreatment standard which will be applicable to such source. The term "new source" includes the following:

- (1) Construction of new or additional facilities which produce a process wastestream at a site where there has been no previous process discharge. The term "construction," as defined in this provision, is considered to have commenced when:
  - a. Installation or assembly of facilities or equipment has begun.
  - b. Significant site preparation has begun for installation or assembly.
  - c. The owner or operator has entered into a binding contractual obligation.
- (2) Complete replacement of process or production equipment which has previously been the source of wastewater discharge.
- (3) Wastewater production or wastewater generating processes which come on line at a facility which are substantially independent of an existing source at the same site.

*ng/L* means nanograms per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis.

*Nondomestic user* means an industrial user, commercial establishment or other entity that discharges wastewater to a publicly owned treatment works other than, or in addition to, sanitary sewage.

*Normal domestic strength sewage* means that sewage having a biochemical oxygen demand or suspended solids not to exceed 300 milligrams per liter.

*NPDES permit* means a permit issued pursuant to the National Pollutant Discharge Elimination System prescribed in U.S. PL 92-500.

*Owner* means the owner of any real property from which sewage is discharged.

*pH* means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

*Pollutant* means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

*Pollution* means a condition created by the presence of harmful or objectionable material in the water. See *Contamination*.

*POTW* means publicly owned treatment works and is comprised of the collection systems including the sanitary sewers, pumping stations, and the treatment plant.

*Premises* means each lot or parcel of land or building, having any connection to the sewer disposal system of the township.

*Pretreatment or treatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except as prohibited by 40 CFR 403.6(d).

*Pretreatment requirements* means substantive or procedural requirements related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

*Private sewage treatment and disposal facility* means any privy, privy vault, septic tank, cesspool, or outlet into any pond, ditch, lake, watercourse or other body of water or any other device privately owned and maintained for the disposal of sewage.

*Public sewer* means a sewer in which all owners of abutting property have equal rights, and which is controlled by public authority.

*Sanitary sewage or sewage* means any combination of liquid or water-carried waste from residences, business buildings, institutions, industrial, commercial, and governmental establishments including any infiltration or inflow as may be present.

*Sanitary sewer* means a sewer intended to carry only sanitary, or sanitary and industrial wastewaters from residences, commercial buildings, industrial plants and institutions, and to which stormwater, surface water and groundwater are not intentionally admitted.

*Severe property damage.*

- (1) The term "severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- (2) The term "severe property damage" does not mean economic loss caused by delay in production.

*Sewer* means any pipe, tile, tube or conduit for carrying sewage.

*Sewer permit* means a permit issued by the township building department as written authorization to construct, install, or connect building sewers to the public sewer.

*Significant noncompliance* means chronic violations indicating significant noncompliance include, but are not limited to, the following:

- (1) Violation of a particular effluent limit in at least 66 percent of the samples taken over a six-month period of the same pollutant parameters.
- (2) Exceeding by 40 percent a conventional pollutant (BOD, solids, etc.) effluent limit in 33 percent of the samples taken over a six-month period.
- (3) Exceeding by 20 percent any other effluent limit (nonconventionals and toxins) in 33 percent of the samples taken in a six-month period.

- (4) Discharges which violate general prohibition standards or endanger public health.
- (5) Failure to achieve compliance schedule milestones within 90 days of the milestone date.
- (6) Failure to submit required reports within 30 days of the due date.
- (7) Failure to report noncompliance.
- (8) Other cases of significant noncompliance as determined by the utilities director.

*Significant user* means any user of the township sanitary sewer system that is:

- (1) A nondomestic user subject to categorical pretreatment standards under 40 CFR 403 and 40 CFR chapter I, subchapter N.
- (2) A nondomestic user to which one of the following applies:
  - a. Discharges 25,000 gallons each day or more of process water to the POTW, excluding sanitary noncontact cooling water and boiler blowdown wastewater;
  - b. Contributes a waste stream which makes up five percent or more of the average dry weather hydraulic or organic (biochemical oxygen demand, total suspended solids, phosphates and ammonia nitrogen) capacity of the treatment plant; or
  - c. Has a reasonable potential, in the opinion of the control authority, to adversely affect the POTW treatment plant or collection system through inhibition, pass through of pollutants, equipment damage, sludge contamination or endangerment of POTW workers.
- (3) Upon finding that a nondomestic user meeting the criteria in subsection (1) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority may, at any time on its own initiative or in response to a petition received from a nondomestic user or POTW, determine that a nondomestic user is not a significant nondomestic user.

*Slug* means any discharge of water, sewage, or industrial waste which in concentration of any given waste component or in quantity of flow exceeds for any period of time longer than 15 minutes more than five times the average 24-hour concentration or quantity of flow during normal discharge. Flow shall not exceed 350 gallons per minute above the normal flow.

*Storm sewer* or *storm drain* means a sewer which carries stormwater, surface water, groundwater, roof runoff or subsurface drainage and to which sewage is not admitted.

*Structure in which sanitary sewage originates* means a building in which the toilet, kitchen, laundry, bathing or other facility generates water-carried sanitary sewage is used or is available for use in household, commercial, industrial or other purpose.

*Substantial change* means an anticipated shift in manufacturing process, production rate, or treatment which causes the makeup of a regulated or nonregulated wastestream to be altered in content, or amount of a pollutant with potential adverse impact to the treatment system or final discharge waters, or to contain discharged flow beyond the predetermined maximum flow for the facility.

*Surcharge* means that any user discharging to the public sewer a wastewater having biochemical oxygen demand, chemical oxygen demand, phosphates, or suspended solids within the range specified in section 40-286 shall be subject to an additional cost over and above the basic rates. The surcharge shall be the yearly average per pound of treatment cost

computed as a percent of replacement reserve, and operation and maintenance divided by the yearly pounds of biochemical oxygen demand, chemical oxygen demand, phosphates or suspended solids. The surcharge per pound of pollutant shall be calculated annually by the superintendent and approved by the township board.

*Suspended solids* means all matter existing in nonliquid state which is removable by filtration in accordance with standard laboratory procedures.

*Toxic pollutant* means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other Acts.

*ug/L* means micrograms per liter and represents a unit of the concentration of water or wastewater constituent used in reporting the results of water or wastewater analysis.

*Uncontaminated industrial effluents* means water which has not come into contact with any substance used in or incidental to industrial processing operations and to which no deleterious or toxic substance has been added.

*Upset* means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards and/or an ordinance prohibiting or limiting standards because of factors beyond the reasonable control of the user; excluding such factors as changes in wastewater characteristics, operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof. Affirmative defense of an upset by an industrial user must be established in accordance with the conditions of 40 CFR 403.16C.

*User* means any person, establishment or owner who discharges any domestic sewage or industrial waste into the sanitary sewer system of the township.

*Utilities director* means the head of the township wastewater treatment plant or his authorized representative.

*Wastewater.* See *Sanitary sewage* or *sewage*.

*Wastewater discharge permit* means a permit issued by the township POTW as written authorization to discharge wastewater into the township sanitary sewer system.

*Waters of the state* means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, whether surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

## SECTION V

**AMENDMENT OF CHAPTER 40, ARTICLE IV, SEC. 40-342.** Sec. 40-342 shall be and hereby is amended as follows:

Sec. 40-342. - Permit conditions.

Wastewater discharge permits shall be subject to all provisions of this article and all other applicable regulations, user charges, and fees established by the township. Permits shall contain no less than the following conditions, where appropriate:

- (1) A wastewater permit shall not be reassigned, transferred or sold to a new owner, new user, different premises, or a new or changed operation.

- (2) Duration of a wastewater permit shall be one to three years as authorized in writing by the Utilities Director or his/her designees.
- (3) A condition of permit requirements may include submission of facility plans for accidental spill prevention, cleanup procedures, notification, and reporting of a spill incident.
- (4) The terms and conditions of the permit may be subject to modification by the township during the term of the permit. (Refer to sections 40-268, 40-269 and 40-270.)
- (5) Limits on the average and maximum wastewater constituents and characteristics.
- (6) Limits on the average and maximum rate and time of discharge and/or requirements for flow regulation and equalization.
- (7) Requirement for installation and maintenance of inspection and sampling facilities.
- (8) Compliance schedules.
- (9) Requirements for submission of a baseline monitoring report, special technical reports, discharge reports, or compliance schedule reports different from those prescribed in this article, all of which shall comply with the standards and guidelines which are (or in the future may be) established by the township.
- (10) Requirement for notification to the township of significant change in discharge.
- (11) Special conditions as the superintendent may reasonably require under particular circumstances of a given discharge including, but not limited to, sampling locations, frequency of sampling, number and type of sample, standards for testing, and reporting schedule.

## SECTION VI

**AMENDMENT OF CHAPTER 40, ARTICLE V, SEC. 40-505—40-514.** Sec. 40-505 through 40-514 shall be and hereby is amended as follows:

Sec. 40-505. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abutting property* means property abutting a public sewer main, whether through or from the front, side or the back of the premises.

*Accumulated sanitary sewer system value* means that value, per 1,000 cubic feet of sewer use, as established by resolution of the township board which shall be adjusted periodically by resolution of the township board to reflect the most current net system value.

*Average cost per linear foot of main according to pipe size* for sewer main shall be calculated by dividing the total project cost by the total linear feet of pipe, valves, manholes and fillings installed in the project of interest, prorated by pipe size. The township engineer shall also proportion the cost of installing a sewer at a depth not exceeding 20 feet.

*Building official* means an individual appointed by the township board delegated to administer the state construction code.

*Capital charge* means such charge as may be established, which represents the respective portion of the capital investment of sewer system, which may be allocated or attributed to any

premises, including but not limited to oversizing of lines and treatment plant capacity and production facilities.

*Commercial user* means a user of the system which is primarily engaged in business or commerce (whether for profit or not-for-profit), but not classified as a residential, institutional or governmental user.

*Connection* means the act of joining a sewer lead to a new or existing building which results in the providing of public sewer to the building.

*Director* means the director of the township utility department.

*First party* means persons and their successors, heirs, or assignees entering into a contract with the township board to privately participate in funding additions to the water or sewer system.

*Governmental user* means a user of the system which is the state, a municipality, a subdivision of a municipality or of the state, including a school district.

*Household* means a claimant and spouse and all other persons residing therein.

*Household income* means all income received by all persons of a household in a tax year while members of a household.

*Income* means the sum of federal adjusted gross income as defined in the Internal Revenue Code, plus all income specifically excluded or exempt from the computations of the federal adjusted gross income.

*Industrial user* means that user that uses water or the public water system for manufacturing or processing purposes including users engaged in profit-seeking ventures which discharge a trade or process waste.

*Inspector* means any person duly authorized by the township board to inspect and approve any or all facilities affected by this article.

*Institutional user* means a user of the system which is an organizational, establishment, foundation or society of a public, educational, or charitable character such as a hospital, educational facility, charity or church.

*Lateral sewer main* means a sewer main, eight inches or larger in diameter, that serves, or is intended to serve, two or more buildings and is connected to, and part of, the public sewer system.

*Normal domestic strength sewage* means that sewage characterized by a biochemical oxygen demand (BOD) or concentration of suspended solids of not to exceed 300 milligrams per liter (mg/l).

*Operation and maintenance (O&M)* means those items of labor, service, material, utility costs and other charges including replacements which are necessary to the functioning of the sanitary sewage collection and disposal system of the township.

*Premises and properties* means land and any building located thereon.

*Pretreatment* means the methods and processes as approved by the director, to remove incompatible pollutants from industrial waste prior to the entry of such waste into the township sanitary sewer system.

*Public sewer* means a sewer conduit in which all owners of abutting properties have equal rights to use and which is controlled by public authority.

*Ready to Serve charge* means the fee assessed to cover the fixed operating costs of the township sanitary sewer system, at rates set by resolution of the township board, based on the size of the property's water meter(s), irrespective of actual connection or use.

*Replacement* means any equipment, accessories and appurtenances necessary to cause the system to live out its useful design life.

*Residential user* means those users of the system whose primary use is that of a domicile and whose sewage is of normal domestic strength.

*Sanitary sewer system value* means the net assets less liabilities and contributed equity of the township sanitary sewer system as determined from the most current, completed yearly audit.

*Senior citizen* means an individual, or either one of two persons filing a joint tax return under Act No. 20 of the Public Acts of Michigan of 1973 (MCL 206.30 et seq.), who is 65 years of age or older and whose estimated household income for the current taxable year will not exceed \$8,500.00, or such other amount as may be determined by resolution of the township board to be applicable and consistent with the provisions of the aforesaid Act No. 20 as of the date of filing of an application by a senior citizen for a senior citizen rate.

*Sewage* means the water-carried wastes from residences, business buildings, institutions, industrial establishments and any other premises.

*Sewage disposal system or system* means the sanitary sewage collection and treatment system within the township and all connections thereto, both public and private, used for the purpose of collection and treatment of water-carried waste.

*Sewer service charge* means the total charge for sanitary sewer service within the township including charges for operation, maintenance, replacement, local capital cost and the cost of billing.

*Stubs* means sewer leads from the main to the lot line.

*Surcharge* means that any user discharging to the public sewer a wastewater having biochemical oxygen demand, chemical oxygen demand, phosphates, or suspended solids within the range specified in section 40-286 shall be subject to an additional cost over and above the basic rates. The surcharge shall be the yearly average per pound of treatment cost computed as a percent of replacement reserve, and the operation and maintenance divided by the yearly pounds of biochemical oxygen demand, chemical oxygen demand, phosphates or suspended solids. The surcharge per pound of pollutant shall be calculated annually by the superintendent and approved by the township board.

*Township engineer* means the staff engineer of the township or such professional engineer retained by the township board to review the engineering aspects of the township sewer and/or water system, or the authorized representative of such engineer.

*Volume of sewer use*, for the purpose of enforcement of this article, means and is hereby determined to be synonymous with the volume of township metered water serving the user and it shall be assumed that all metered water is entering the public sanitary system unless the customer can demonstrate to the contrary. Separate water meters serving users that do not use the sanitary sewer system for their disposal need not be considered for establishment of sewer capital charges that are not set by schedule.

Sec. 40-506. - Rates.

(a) *Metered rates.*



- (1) *Inside the township.* In addition to the Ready to Serve charge, rates to be charged for sanitary sewer service shall be computed based upon metered water consumption for those users connected to the township's water distribution system or other water supply source and whose premises are within the corporate limits of the township and are as set by resolution of the township board.
  - (2) *Outside of the township.* Rates to be charged for sanitary sewer service shall be as set by resolution of the township board.
- (b) *Unmetered rates.*
- (1) *Inside the township rates.*
    - a. Residential users shall be charged a flat rate based on residential averages multiplied by the sum of the inside of the township rates for operation and maintenance, debt service, capital and replacement costs.
    - b. Nonresidential users shall be charged a flat rate based on equivalent nonresidential averages multiplied by the sum of the inside of the township rates for operation and maintenance, debt service, capital and replacement costs.
  - (2) *Outside of the township rates.*
    - a. Residential users shall be charged a flat rate based on residential averages multiplied by the sum of the outside of the township rates for operation by the sum of the outside of the township rates for operation and maintenance, debt service, capital and replacement costs.
    - b. Nonresidential users shall be charged a flat rate based on nonresidential averages multiplied by the sum of the outside of the township rates for operation and maintenance, debt service, capital and replacement costs.
- (c) *Surcharge rates.*
- (1) Rates to be charged for surcharge shall be based on the samples taken from the user's wastewater discharge, which concentrations fall within the surcharge range for the pollutants that have been established by resolution of the township board.
  - (2) The rates shall be reviewed annually by the director of the wastewater treatment plant.
  - (3) The rates shall be approved and adopted by township board resolution.
- (d) *Billings.*
- (1) Bills shall be rendered to users no less often than on a monthly basis.
  - (2) The township board may require meter readings and/or billings to be made more often than on a monthly basis. Billings made more often than on a monthly basis may be estimated and prorated on a monthly basis with the balance due to be adjusted by a meter reading and billing at the end of each month.
  - (3) All bills rendered to users shall become due and payable 15 days after the billing date. Payments made by mail shall be postmarked no later than 15 days after the billing date. No utility department employee in the field shall be permitted to receive payments for billings or other charges.
- (e) *Special rates.* Rates for miscellaneous or special services for which a special rate shall be established by resolution of the township board, provided that the operation and

maintenance and replacement components be uniformly applied to users subject to the rate.

(f) *Past due bills.*

- (1) All bills not paid on or before the due date as herein established shall be subject to a penalty as shall be set by resolution of the township board.
- (2) Sanitary sewer service shall be discontinued 35 days after the billing date, if all necessary payments have not been made as required by this article, except as follows by subsection (f)(3) of this section. The 35-day requirement notwithstanding, the service shall not be discontinued unless the accounting department is open to receive payment on the day of and the day following discontinuation of service.
- (3) When a customer claims hardship, the manager or finance director or their designees may allow the customer to make reduced payments at intervals more frequent than the usual billing interval. These payments shall equal in total the monthly bill. This method of payment shall not allow a customer to defer full payment of the bill beyond 35 days after the billing date.
- (4) The procedure for notification of default in payment of bills prior to service discontinuation shall be by sending a past due notice 20 days after the billing date. The past due notice shall state the amount due, the service discontinuation date, the additional charge to reinstate discontinued service, and that payment made after the service discontinuation date must be for all charges.
- (5) Where service to a customer in default of a bill has been discontinued, the service shall not be restored until authorized by the accounting department. The accounting department shall not authorize restoration of service until arrangements for payment of all charges as may be required by ordinance, have been made.

(g) *Returned (NSF) checks.* An administrative fee as set by resolution of the township board shall be charged for handling returned checks.

(h) *Sewer service deposits.* Sewer service deposits shall not be required, except as follows:

- (1) Where annual notice is given in writing as provided for in section 21, Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seq.), that a tenant is responsible for such charges and services as provided for by this article, then a cash deposit as established by township board resolution shall be made as security for payment of such charges and services. The deposit shall be returned after two years, if no default in payment of bills has occurred and if the customer has not been past due more than two times within a two-year period.

- (2) As required by subsection (i) of this section, pertaining to enforcement.

(i) *Enforcement.* Charges for sewer services shall constitute a lien on the property served, pursuant to section 21, Public Act No. 94 of 1933 (MCL 141.121), unless annual notice is given that a tenant is responsible and whenever such charges shall be delinquent for two months or more, the township officer in charge of the collection thereof shall certify annually before September 1 of each year, to the tax assessing officer of the township, the fact of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general township taxes against such premises are collected and the lien thereof enforced; provided, however, where annual notice is given in writing that a tenant is responsible for such charges and services as provided by section 21, Public Act No. 94 of 1933 (MCL 141.121), no further service shall be rendered to such premises until a cash

deposit equal to six months sewer charges shall have been made as security for payment of such charges and service. In addition to other lawful enforcement methods, the payment of charges for service to any premises may be enforced by discontinuing the sewer service to such premises.

- (j) *Winter averaging.* Winter averaging, if any, shall be established by resolution of the township board, provided that the operation and maintenance and replacement components are uniformly applied to users subject to the rate.
- (k) *No free service.* No user of the township's sanitary sewer system, public or private, shall receive free service.

Sec. 40-507. - Sewer capital charges.

- (a) Sewer capital charges hereinafter established shall apply to all properties located within the boundaries of the township served by the public sewer system owned by the township. Those properties within the township served by public sewer furnished by the City of Lansing, or any other municipal corporation or township, shall be subject to such charges as may be provided for by contract between the township and such other municipality.
- (b) Sewer capital charges for properties located outside the boundaries of the township shall be as arranged by agreement between the township and the property owners requesting such service and the unit of government where such property is situated; however, no capital charge shall be less than those charges to properties located within the township.

Sec. 40-508. - Times and conditions of collection of charges.

- (a) Charges imposed by this article shall be paid in full or refunded under the following conditions and at the following times unless otherwise specifically provided elsewhere in this article:
  - (1) For each premises requesting to use or required to use the public sewage disposal system, unless previously paid, a sewer capital charge will be collected at the rate set by a resolution of the Delta Township Board.
  - (2) Upon application for a building permit for the purpose of erecting new buildings, all applicable sewer charges shall be collected.
  - (3) Upon application for a building permit to construct an addition to an existing premises, other than a single-family residence, all applicable sewer charges shall be paid at the same rate as though the addition were a new building. The sewer capital charge shall apply only to the addition being added, provided that the class of use of the premises is not being changed.
  - (4) Sewer capital charges, once paid for the first occupant's use, shall not be further adjusted for future changes in occupancy unless there is intensification of a use by a classification change, structural, plumbing addition, or other changes that would create a larger demand on the system. Charges for such added use shall be paid upon application for building permit; or if a building permit is not required by ordinance, then such additional charges shall be paid prior to a plumbing permit; or if neither a building or plumbing permit is required by ordinance, then the additional charge shall be paid prior to occupancy by the new occupant.
  - (5) If a sewer capital charge rate has not been established by township board resolution in regard to a particular use, then the time of collection shall be as described in section 40-512.

- (6) Upon application for authorization to connect a new building, existing building, or lateral sewer main connection to the public sewer, all applicable charges shall be collected, except as provided in sections 40-513, 40-514 and 40-516.
  - (7) When the class of use of a proposed building, existing building or addition to an existing building is not set forth in the application for building permit, the sewer capital charge shall be the amount as established by township board resolution for unknown occupancies. This charge shall be adjusted at the time that the first total building occupancy or use class is known.
  - (8) Prior to start of construction of new buildings or additions to existing buildings when a building permit is not required, all applicable charges shall be paid (for example, schools).
  - (9) If an application is withdrawn (in writing), then the charges due under this article shall be refunded, less an administrative charge.
- (b) The requirements of this section shall not apply to those properties served by a sewer furnished by a municipal corporation or township other than the township, but rather the contracted terms, amounts and methods of payment shall apply.

Secs. 40-509—40-510. - Reserved

Sec. 40-511. - Sewer stubs.

When no sewer stub exists, the property owner shall bear the expense of installation of such stub..

Sec. 40-512. - Capital charges.

- (a) A capital charge as set by resolution of the township board, per single-family residence or residential equivalent unit shall be charged as a condition of obtaining service from the system.
- (b) The township board shall adopt and revise from time to time if necessary, a schedule of residential equivalent unit factors representing the ratio of average residential sewage use to volume of nonresidential uses. Such schedule shall be used in determining capital charges except as otherwise provided herein. When the charge is based upon building area, the outside perimeter of the walls shall be used.
- (c) The township building official, manager or utility director or their designees may require metering of private water supply systems to verify the accuracy of charges.
- (d) There shall be no rebate of capital charges once paid.
- (e) Sewer capital charges once paid shall not be transferred to other parcels of land, other buildings, or other portions of buildings. However, if a building is removed, then such charge, if paid or assumed to have been paid, can be credited towards another building to be located on the same parcel of property.

Sec. 40-513. - Additions and connections to the public sewer.

- (a) No additions by other than the township shall be allowed to the public sewer system except by prior contract with the township board.
- (b) No properties shall be exempted from capital charges.

- (c) All plans and specifications for additions and connections to the public sewer system, including lateral connections, shall be submitted to and approved in writing by the township engineer.
- (d) Except as provided herein, no permits for use of the public sewer system shall be requested or issued until after the addition to the public sewer system has been certified in writing as being satisfactorily complete by the township engineer and the proper deeds of grant, waivers of lien and easement agreements are provided to the township. The township manager may grant temporary use permits for periods not to exceed 60 days. In the event of a violation of this section, the township may, without notice or any liability to the first party, disconnect the addition to the public sewer system, shutoff or disconnect the public water supply and/or take any other action necessary to prevent the flow of sewage into the addition to the public sewer system. The first party shall pay all costs, including actual attorney's fees, which the township incurs in enforcing the provisions of this section.

Sec. 40-514. - Hardship.

- (a) Persons owning property with buildings located thereon and residing thereon who are required by state law, the Barry-Eaton District Health Department or by ordinance to connect to a public sewer system or who desire to connect to same may apply for hardship consideration in regard to payment of the various charges required by this article.
- (b) The manager or his/her designee shall determine for each application if a hardship exists. The manager or his/her designee may require such proofs as he/she deems necessary to determine if a hardship actually exists and the degree thereof.
- (c) If it is determined that a hardship exists, a lien shall be placed against the property. All charges (including capital charges) required under this article may be deferred by use of the methods listed in subsection (d) of this section, chosen at the discretion of the board. In no event shall the property change ownership without payment in full of the charges due. (Survivorship of part owners shall not be considered an ownership change.)
- (d) Upon determination of hardship, one or more of the following hardship payment methods, in full, in part, or in combination thereof may be utilized by the manager or his/her designee:
  - (1) Payments may be made in 15 equal annual installments bearing interest at a rate as determined by resolution of the township board on the unpaid principal balance as computed at the time of connection. This deferral of charges shall apply only to those properties situated within the boundaries of the township.
  - (2) Deferral of all charges (including capital charges) until the property changes ownership. Charges shall bear interest at the rate determined by resolution of the township board. The property owner may pay off any and all charges with interest due at any time. The manager or his/her designee may at his/her discretion determine that the hardship is ending and require immediate payment of all charges due (the property owner may still elect to use section 40-514(d)(1), to the extent allowed therein to non-hardship cases.) If, at his/her discretion, the manager or his/her designee determines that the hardship is reduced, he/she may require payment by use of section 40-514(d)(1).

## SECTION VII

**SEVERABILITY.** If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment

shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment is rendered.

**SECTION VIII**

**REPEAL.** All ordinances or parts of ordinances of the Charter Township of Delta inconsistent herein are hereby repealed so far as they may inconsistent with the provisions of this Ordinance.

**SECTION IX**

**EFFECTIVE DATE.** This Ordinance shall take effect upon final publication as required by law.

\_\_\_\_\_  
Kenneth R. Fletcher, Supervisor

I, Mary R. Clark, Clerk of the Charter Township of Delta, Eaton County, Michigan, hereby certify that the foregoing is a complete ordinance adopted by the Township Board at its regular meeting on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mary R. Clark, Clerk

Introduced by Township Board \_\_\_\_\_

Published following first reading: \_\_\_\_\_  
\_\_\_\_\_

Adopted by Township Board \_\_\_\_\_

Published following final reading: \_\_\_\_\_  
\_\_\_\_\_

Effective Date \_\_\_\_\_

**DELTA CHARTER TOWNSHIP  
FINANCE REPORT  
FOR TOWNSHIP BOARD MEETING  
12/21/2020**

Disbursement requests listed on the following pages, totaling \$ 1,431,436.23, have been received and reviewed by the Manager, Finance Director, and Clerk. It is recommended that all listed vouchers be approved for payment.

Bond/Debt Payments

Payroll & Related 522,853.29

Refunds 1,253.27

Tax Distributions 28,934.51

Vendor Claims 878,395.16

Total \$ 1,431,436.23

Investments

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Kenneth R. Fletcher, Township Supervisor

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Mary R. Clark, Township Clerk

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Dennis R. Fedewa, Township Treasurer

**PAYABLES FOR DELTA CHARTER TOWNSHIP  
BOARD AGENDA DATE 12/21/2020**

Check Date	Check	Vendor Name	Description	Amount
12/09/2020	318394	SCOTT BUTZIN	REFUND OVERPAYMENT AMBULANCE FEES - SERVICE DATE 1/8/20	62.50
12/09/2020	318395	BETTY MARSH	REFUND OVERPAYMENT AMBULANCE FEES - SERVICE DATE 11/4/19	14.41
12/09/2020	318396	LAWRENCE HALL	REFUND OVERPAYMENT AMBULANCE FEES - SERVICE DATE 7/16/19	140.75
12/09/2020	318397	CHRISTOPHER TILLERY	REFUND OVERPAYMENT AMBULANCE FEES - SERVICE DATE 9/12/18	50.00
12/09/2020	318398	UNITED AMERICAN	REFUND OVERPAYMENT AMBULANCE FEES - SERVICE DATE 9/18/19 - E WALWORTH	92.67
12/09/2020	318399	CAPITAL AREA UNITED WAY	PAYROLL WITHHOLDING	39.23
12/09/2020	318400	CONSUMERS ENERGY	SERVICE @ 7419 E MT HOPE (10/27/20 - 11/24/20)	784.80
12/09/2020	318401	EATON COUNTY DRAIN COMMISSION	PRE-PAYMENT BELLAIRE HILLS #2 CONDITION ASSESSMENT	10,000.00
12/09/2020	318402	LANSING BOARD OF WATER & LIGHT	WHOLESALE WATER, STREET LIGHTS, SERVICE @ MULTIPLE LOCATIONS - NOVEMBER 2020	259,076.91
12/09/2020	318403	LOWES BUSINESS ACCOUNT	SUPPLIES & MATERIALS FOR MULTIPLE DEPTS - NOVEMBER 2020	1,096.11
12/09/2020	318404	GUNTHORPE PLUMBING	REFUND DUPLICATE PERMIT #PP200297	75.00
12/09/2020	318405	MISDU	PAYROLL WITHHOLDING - CHILD SUPPORT	1,727.81
12/09/2020	318406	CANON SOLUTIONS AMERICA, INC.	COPIER MAINTENANCE - DECEMBER 2020	42.00
12/09/2020	318407	SUN LIFE FINANCIAL	PAYROLL WITHHOLDING - ACCIDENT & CRITICAL ILLNESS INSURANCE - NOVEMBER 2020	1,467.31
12/09/2020	318408	TRACTOR SUPPLY CREDIT PLAN	STATEMENT FOR SUPPLIES & MATERIALS - NOVEMBER 2020	828.72
12/09/2020	318409	CHORPENNING, RYAN	W/S REFUND FOR ACCOUNT: 00018890	13.35
12/11/2020	EFT	EATON COUNTY TREASURER	TAX DISTRIBUTIONS 11/30/20	14,086.99
12/11/2020	EFT	EATON RESA	TAX DISTRIBUTIONS 11/30/20	1,866.22
12/11/2020	EFT	GRAND LEDGE PUBLIC SCHOOLS	TAX DISTRIBUTIONS 11/30/20	4,877.51
12/11/2020	EFT	INGHAM INTERMEDIATE SCHOOLS	TAX DISTRIBUTIONS 11/30/20	1,863.58
12/11/2020	EFT	LANSING COMMUNITY COLLEGE	TAX DISTRIBUTIONS 11/30/20	4,974.85
12/11/2020	EFT	LANSING PUBLIC SCHOOLS	TAX DISTRIBUTIONS 11/30/20	458.56
12/11/2020	EFT	WAVERLY COMMUNITY SCHOOLS	TAX DISTRIBUTIONS 11/30/20	806.80
12/16/2020	318410	COMCAST	SERVICE @ 4026 W WILLOW (12/18/2020-1/17/20)	108.35
12/16/2020	318411	CONSUMERS ENERGY	STREET LIGHTS - NOVEMBER 2020, SERVICE @ MULTIPLE LOCATIONS (10/27/20 - 12/3/20)	4,828.10
12/16/2020	318412	DBI BUSINESS INTERIORS	OFFICE & OPERATING SUPPLIES - NOVEMBER 2020	228.52
12/16/2020	318413	EATON COUNTY	REIMBURSE 56A DISTRICT COURT PMTS - OCTOBER 2020	1,941.34
12/16/2020	318414	WEX BANK	FUEL PURCHASES FOR TWP VEHICLES - NOVEMBER 2020	5,556.11
12/16/2020	318415	GRANGER	YARD WASTE RECYCLING - NOVEMBER 2020, TOWNSHIP CONTAINER SERVICE - DECEMBER 2020	4,244.09
12/16/2020	318416	MAURER'S	UTILITIES AND PARKS UNIFORMS - NOVEMBER 2020	1,107.99
12/16/2020	318417	SPARKY'S ELECTRIC	REFUND WRONG ADDRESS PERMIT #PE200440	40.00
12/16/2020	318418	BARBARA ROSSI	INSTRUCTOR BARRE FITNESS, SENIOR CORE & ZUMBA GOLD CLASSES	292.00
12/16/2020	318419	TRI COUNTY TITLE AGENCY	REFUND WINTER TAX OVERPAYMENT 1705 WILLOW CREEK	334.07
12/16/2020	318420	TITLE RESOURCE AGENCY	REFUND WINTER TAX OVERPAYMENT 1006 CLARK RD	160.40
12/16/2020	318421	MULTI STATE ESCROW ACCOUNT	REFUND WINTER TAX OVERPAYMENT 238 PARK MEADOWS DR	55.76
12/16/2020	318422	TDS METROCOM	TELEPHONE SERVICE (11/28/20 - 12/27/20)	339.06
12/16/2020	318423	UPS	SHIPPING CHARGES	205.55



12/16/2020	318424	ATA NATIONAL TITLE GROUP, LLC	W/S REFUND FOR ACCOUNT: 00031384	214.36
12/16/2020	318425	VOYANT COMMUNICATIONS	PHONE & INTERNET SERVICE - DECEMBER 2020	3,967.33
12/23/2020	318426	ACCIDENT FUND INSURANCE	WORKERS COMP INSTALLMENT (1/1/21)	50,379.25
12/23/2020	318427	AIRGAS USA, LLC	MEDICAL OXYGEN, INDUSTRIAL PROPANE, CYLINDER RENTAL	1,202.39
12/23/2020	318428	ALTA EQUIPMENT COMPANY	BAD CONNECTIONS & CORROSION BUILD-UP ON WIRING TO STARTER & BATTERY	403.00
12/23/2020	318429	AMBS MESSAGE CENTER	ANSWERING SERVICE - UTILITIES - DECEMBER 2020	145.12
12/23/2020	318430	AMERICAN RENTALS, INC.	PORTABLE TOILETS	138.00
12/23/2020	318431	AUTO VALUE PARTS STORE	MASTER CYLINDER, MOTOR OIL, OIL FILTERS, ACTUATOR, SENSOR, SOLENOID, DIESEL FUEL BOOST, ETC.	794.92
12/23/2020	318432	B&D ELECTRIC, INC.	PEDESTAL - ARLINGTON CEMETERY, WEATHER PROOF GFCI RECEPTACLES & COVERS - ADMIN BLDG	258.50
12/23/2020	318433	BOUND TREE MEDICAL, LLC	CYANOKIT IV SET & TRANSFER SPIKE, NITRILE GLOVES, EXTRICATION COLLARS, TRANSPORT CHAIRS, ETC.	2,892.83
12/23/2020	318434	BOYNTON FIRE SAFETY SERVICE	ANNUAL SPRINKLER SYSTEM & FIRE EXTINGUISHER INSPECTIONS, CONNECTION CAPS	121.00
12/23/2020	318435	BREATHING AIR SYSTEMS	SEMI ANNUAL PREVENTATIVE MAINTENANCE, AIR COMPRESSOR SERVICE CALL	1,457.49
12/23/2020	318436	CDW GOVERNMENT, INC.	WIRELESS ACCESS POINTS, SWITCHES & SOFTWARE - INFRASTRUCTURE PROJECT, NEW TOUGHBOOKS	40,946.28
12/23/2020	318437	CINTAS CORPORATION #725	MATS FOR SUBSTATION	70.00
12/23/2020	318438	CITY OF LANSING	GM SANITARY SEWER 425 AGREEMENT (10/15/20 - 11/16/20)	59,119.25
12/23/2020	318439	CRANDELL BROS. TRUCKING CO.	LIMESTONE & SAND	3,920.00
12/23/2020	318440	CUMMINS SALES AND SERVICE	REPLACE EGR COOLER GASKETS & INJECTOR ACTUATOR HARNESSSES, CLEAN INTAKE VALVE, COOLANT	6,729.12
12/23/2020	318441	DOXIM, INC.	POSTAGE, PRINT, MAIL W/S BILLS & PAST DUE NOTICES - NOVEMBER 2020	4,105.79
12/23/2020	318442	EATON COUNTY ROAD COMMISSION	BITUMINOUS CUT - WATER MAIN BREAK - BEARCREEK	400.00
12/23/2020	318443	ENVIRONMENTAL PRODUCTS & ACCESSORIES	VACTOR TUBE & FITTINGS	4,640.44
12/23/2020	318444	ETNA SUPPLY COMPANY	NEW METERS, METER VALVES, HANDLES, GASKET ASSEMBLY	4,748.00
12/23/2020	318445	FACILITY SOLUTIONS, INC.	NITRILE GLOVES, HAND SANITIZER, FLOOR POLISH, FLOOR PADS, PAPER TOWEL	1,184.22
12/23/2020	318446	JOHN DEERE FINANCIAL	RESCUE SAWS, DEPTH LIMITER KIT, WEIGHT KIT, BRACKET KIT, MOWER MODULE, STRAP, ETC.	3,499.69
12/23/2020	318447	FIBERTEC ENVIRONMENTAL SERVICES	INFLUENT & PRIMARY EFFLUENT TESTING, HG & BIOSOLIDS MONITORING	727.00
12/23/2020	318448	FIRST ADVANTAGE OCCUPATIONAL HEALTH	CLINIC COLLECTIONS, DRUG TEST	160.11
12/23/2020	318449	FORESIGHT SUPER SIGN	NAME PLATES, NAME TAGS - D FEDEWA, B BOWEN, SELF-INKING DUAL SIGNATURE STAMP	116.55
12/23/2020	318450	GARAN LUCOW MILLER P.C.	LEGAL SERVICES - OCTOBER 2020	1,637.00
12/23/2020	318451	GORDON FOOD SERVICE, INC.	COFFEE	173.97
12/23/2020	318452	GRAINGER	GRIT CELL MOTOR, SELF CONTAINED FLOAT VALVE, HARD HAT	365.94
12/23/2020	318453	GRAND LEDGE FORD	SENSORS & GASKET	111.06
12/23/2020	318454	GREAT LAKES EXPRESS SERVICE, INC.	MONTHLY MAIL SERVICE - NOVEMBER 2020	285.00
12/23/2020	318455	HACH COMPANY	MODULES FOR FLOW METERS	1,533.40
12/23/2020	318456	HOLLAND SUPPLY, INC.	FORTRESS URN VAULTS	768.92
12/23/2020	318457	I/O SOLUTIONS, INC.	NEXT GENERATION FIREFIGHTER/EMT EXAMS	37.00
12/23/2020	318458	JGM VALVE	SOLIDS HANDLING SUBMERSIBLE PUMP, LIFT-OUT FLANGE	7,730.54
12/23/2020	318459	AARON KEEL	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	100.00
12/23/2020	318460	PAUL KELSEY	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	150.00
12/23/2020	318461	KIMBALL MIDWEST	CUT-OFF WHEELS, METAL FILES, NUTS, BOLTS, SCREWS, WASHERS, SURFACE PROTECTION SPRAY, ETC.	2,468.08
12/23/2020	318462	KODIAK EMERGENCY VEHICLES	NEW OPTICOM EMITTER	1,565.88
12/23/2020	318463	MARY KWAS	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	150.00
12/23/2020	318464	LEAVITT & STARCK EXCAVATING, INC.	DRIVEWAY APPROACH REPLACEMENT - WATER MAIN BREAK - BEARCREEK	1,700.00
12/23/2020	318465	LONNIE LEE	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	150.00

12/23/2020	318466	LIBERTY PLUGINS, INC.	ANNUAL ACCESS FEE - ELECTRIC VEHICLES	324.00
12/23/2020	318467	MARK'S LOCK SHOP, INC.	KEYS	12.00
12/23/2020	318468	MCKEARNEY ASPHALT & SEALING, INC.	PAVE BACK ROADCUT - WATER MAIN BREAK - BEARCREEK	3,025.00
12/23/2020	318469	MCMASTER-CARR SUPPLY CO.	PRESS GAUGES	171.10
12/23/2020	318470	MCNAMARA'S HEATING & COOLING	REFRIGERANT FOR KITCHEN UNIT	351.00
12/23/2020	318471	MENARDS	PIPE FITTINGS FOR DIGESTER, WHEELBARROW TIRES, SPONGES, DISINFECTING WIPES, CAULK	203.73
12/23/2020	318472	MICHIGAN ASSESSORS ASSOCIATION	2021 MEMBERSHIP DUES - T DROSTE, B THELEN, H BOUCK, J PAWLEY	360.00
12/23/2020	318473	MICHIGAN COMPANY, INC.	LAUNDRY DETERGENT, PAPER TOWEL, DISINFECTANT CLEANERS, DEGREASER, CAN LINERS, BLEACH, ETC.	759.96
12/23/2020	318474	NORTH GRAND RIVER COOPERATIVE	DELTA FIRE MEDICAL LINENS - NOVEMBER 2020	353.19
12/23/2020	318475	NYE UNIFORM	UNIFORM SHIRTS & PANTS, EMBROIDER NAME & LOGO, COLLAR INSIGNIA, NAME TAGS, EMBLEMS, BELT	845.50
12/23/2020	318476	LAURA O'CONNOR	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	150.00
12/23/2020	318477	OHM ADVISORS	PROFESSIONAL SERVICES THROUGH 11/21/20 - SANITARY SEWER MODELING	3,475.00
12/23/2020	318478	PITNEY BOWES GLOBAL FINANCIAL SRVC	QUARTERLY BILLING - POSTAGE MACHINE (9/30/20 - 12/31/20)	783.24
12/23/2020	318479	POWERWASH PLUS OF MICHIGAN, LLC	POWERWASH/CLEAN ENTRANCE, PILLARS & OVERHEAD DOOR, PAINT OVERHEAD PANEL - STATION #3	600.00
12/23/2020	318480	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE SOLUTION	12,140.23
12/23/2020	318481	REVIZE, LLC	ANNUAL FEE INCLUDING TECH SUPPORT, SOFTWARE UPDATES & WEBSITE HOSTING	2,400.00
12/23/2020	318482	RIGHTER'S AUTO REPAIR	FACADE IMPROVEMENT GRANT	8,493.00
12/23/2020	318483	ROSE PEST SOLUTIONS	MONTHLY PEST CONTROL - STATIONS #1 & #3	126.00
12/23/2020	318484	SAGINAW ROAD INVESTMENT LLC	BROWNFIELD TAX CAPTURE RETURN - 2018, 2019 & SUMMER 2020	182,162.85
12/23/2020	318485	SCHAFFER'S, INC.	SCREENED TOP SOIL	128.00
12/23/2020	318486	ROBERT SCHMEDINGHOFF	REIMBURSE FOR WATCH REPLACEMENT	19.99
12/23/2020	318487	SME	PROF SERVICES THROUGH 11/22/20 - THOMAS L PKWY EMERGENCY SEWER REPAIR, CARRIER CREEK	948.25
12/23/2020	318488	SOCIETY FOR HUMAN RESOURCE	ANNUAL MEMBERSHIP - L WELLS	219.00
12/23/2020	318489	THE SHYFT GROUP USA, INC.	CRANK CASE FILTER, ENGINE COOLER, DOOR PANEL WELDS, PLATFORM HYDRAULIC OIL LEAK	2,562.20
12/23/2020	318490	SPORTS STOP	UNIFORM T-SHIRTS	516.00
12/23/2020	318491	STATE OF MICHIGAN	NPDES ANNUAL PERMIT FEE - 2021	5,500.00
12/23/2020	318492	STATE OF MICHIGAN	DRINKING WATER CEC RENEWAL - K HERMAN	50.00
12/23/2020	318493	STATE OF MICHIGAN	QUALITY ASSURANCE ASSESSMENT - AMBULANCE TRANSPORT (10/1/20 - 12/31/20)	3,119.38
12/23/2020	318494	STATE SPRING ALIGNMENT & BRAKE	BRAKE DRUMS, BRAKE KITS, WHEEL SEALS, AUTO SLACKS, CAM SHAFTS, OIL SEALS	4,820.53
12/23/2020	318495	STERICYCLE, INC.	MEDICAL WASTE DISPOSAL SERVICE - SEPTEMBER 2020	135.06
12/23/2020	318496	STRYKER SALES CORP.	MTS POWER LOAD COT, POWER PRO AMBULANCE COTS (x2), RAINBOW CABLES	66,240.36
12/23/2020	318497	SUNDANCE CHEVROLET	PIPE KIT, BELT KIT, BELT	260.69
12/23/2020	318498	TETRA TECH, INC.	PROFESSIONAL SERVICES THROUGH 11/20/20 - WWTP UPGRADE	63,956.25
12/23/2020	318499	THRUN LAW FIRM P.C.	LEGAL SERVICES - OCTOBER 2020	7,581.15
12/23/2020	318500	CARMEN TURNER	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	150.00
12/23/2020	318501	VINCENT CORPORATION	SCREW PRESS RENTAL	3,250.00
12/23/2020	318502	ROBERT WELDON	PARKS, REC & CEMETERIES PER DIEM - 4TH QUARTER 2020	150.00
12/23/2020	318503	DAVID WILLIAMS	REIMBURSE IAEI VIRTUAL SEMINAR REGISTRATION & SPRING MEETING LODGING	319.78
			PAYABLES	911,817.29
			PAYROLL P.E. 12/12/2020	519,618.94
				<u>\$ 1,431,436.23</u>

## **CHARTER TOWNSHIP OF DELTA**

In compliance with Governor Whitmer's Michigan Public Act 228, this meeting was conducted via Zoom Webinar Platform

### **TOWNSHIP BOARD REGULAR MEETING MINUTES FOR MONDAY, DECEMBER 7, 2020**

#### **I. CALL TO ORDER**

Supervisor Fletcher called the meeting to order at 6:00 PM.

#### **II. OPENING CEREMONIES – Pledge of Allegiance**

#### **III. ROLL CALL**

Members Present: Supervisor Kenneth R. Fletcher, Treasurer Dennis R. Fedewa, Clerk Mary R. Clark, Trustee Fonda J. Brewer, Andrea Cascarilla, Trustee Mojica, and Trustee Elizabeth S. Bowen

Members Absent: Trustee Mojica (arrived at 6:02pm)

Others Present: Manager Brian T. Reed, Assistant Township Manager Alannah Doak, Planning Director Gary Bozek, Township Engineer Ernie West, Finance Director Courtney Nicholls, Chief Gregg Ginebaugh, Parks, Recreation, and Cemeteries Director Marcus Kirkpatrick, Lt. Ross Tyrell, and Department Assistant-Managers Office Mary Worland, Department Assistant-Engineering Jennifer Bernardin, Accountant Carlin Eiseler, Planner Matt McKernan

TRUSTEE CASCARILLA MOVED TO EXCUSE TRUSTEE MOJICA FROM THE DECEMBER 7, 2020 REGULAR BOARD MEETING.

CLERK CLARK SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

#### **IV. PRESENTATIONS AND PROCLAMATIONS**

#### **V. SET/ADJUST AGENDA**

TREASURER FEDEWA REQUESTED A DISCUSSION ON BROOKSIDE CROSSING JUDGEMENT BY THE APPEALS COURT BE ADDED TO THE AGENDA.

TRUSTEE BREWER MOVED TO APPROVE THE AGENDA AS AMENDED.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**VI. PUBLIC HEARINGS**

**VII. COMMUNICATIONS**

**1. Tri-County Regional Planning Commission 45-Year Plan**

**VIII. PUBLIC COMMENTS FOR ITEMS NOT ON AGENDA** *(maximum two minutes)*

Kathleen Knippenberg from Our Saviour Lutheran Church, wondered if the Board needed further information for agenda item number six.

**IX. INTRODUCTION OF ORDINANCES**

**2. Introduction of Collection Bin Ordinance Amendments**

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD INTRODUCE AMENDMENTS TO CHAPTER 46, SECTIONS 46-5 THROUGH 46-15 OF THE DELTA TOWNSHIP CODE OF ORDINANCES, PERTAINING TO COLLECTION BINS. THE TOWNSHIP CLERK IS HEREBY DIRECTED TO ADVERTISE THE INTRODUCTION IN LOCAL NEWSPAPERS, WITH FINAL CONSIDERATION OF THE PROPOSED ORDINANCE AMENDMENTS SCHEDULED FOR THE DECEMBER 21, 2020 TOWNSHIP BOARD MEETING.

TRUSTEE MOJICA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**3. Introduction of Code of Ordinance Amendments, Chapter 40, Utilities**

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD INTRODUCE AMENDMENTS TO CHAPTER 40, SECTIONS 40-59, 40-60, 40-137, 40-138, 40-188 THROUGH 40-204, 40-234, 40-342, AND 40-505 THROUGH 40-515 OF THE DELTA TOWNSHIP CODE OF ORDINANCES, PERTAINING TO UTILITIES. THE TOWNSHIP CLERK IS HEREBY DIRECTED TO ADVERTISE THE INTRODUCTION IN LOCAL NEWSPAPERS, WITH FINAL CONSIDERATION OF THE PROPOSED ORDINANCE AMENDMENTS SCHEDULED FOR THE DECEMBER 21, 2020 TOWNSHIP BOARD MEETING.

TRUSTEE BREWER SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**X. PASSAGE OF ORDINANCES**

**XI. CONSENT AGENDA –**

TREASURER FEDEWA MOVED TO APPROVE THE CONSENT AGENDA.

TRUSTEE CASCARILLA SUPPORTED THE MOTION.

TREASURER FEDEWA MOVED TO WITHDRAW THE MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE CASCARILLA SUPPORTED THE MOTION TO WITHDRAW.

CLERK CLARK MOVED TO APPROVE THE CONSENT AGENDA WITH THE WITHDRAWAL OF ITEM SIX AND PLACED ITEM SIX UNDER ITEMS OF BUSINESS.

TRUSTEE BOWEN SUPPORTED THE MOTION.

ROLL CALL:

AYES: SUPERVISOR FLETCHER, CLERK CLARK, TREASURER FEDEWA, TRUSTEE BOWEN, TRUSTEE BREWER, TRUSTEE CASCARILLA, AND TRUSTEE MOJICA

NAYS: NONE

ABSENT: NONE

THE MOTION PASSED 7-0.

**4. Bills and Financial Transactions**

Bonds/Debt Payments	\$	
Payroll & Related	\$	687,430.32
Refunds	\$	2,881.43
Tax Distributions	\$	32,961.07
Vendor Claims	\$	755,466.46
Total	\$	1,478,739.28

CLERK CLARK MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**5. Minutes**

- a. November 9, 2020 Minutes
- b. November 16, 2020 Minutes

CLERK CLARK MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**6. Amendment/Resubmittal of the Final Preliminary Plat Approval for Wind Trace No. 2 (Lots 18-32)**

CLERK CLARK MOVED THAT THE DELTA TOWNSHIP BOARD GRANT FINAL APPROVAL OF THE UPDATED PRELIMINARY PLAT OF THE WIND TRACE NO.2 SUBDIVISION FOR 15 LOTS (#18-32), AS ILLUSTRATED ON DRAWINGS PREPARED BY KEBS, INC., AND REVISED DATED 11/04/20, SUBJECT TO THE FOLLOWING STIPULATIONS:

1. RECEIPT OF FINAL APPROVAL OF THE STORM DRAINAGE SYSTEM FROM THE EATON COUNTY DRAIN COMMISSIONER'S OFFICE.
2. THE DEVELOPER SHALL SUBMIT A "WAIVER OF NOTICE AND WAIVER OF HEARINGS FOR THE ESTABLISHMENT OF A SPECIAL ASSESSMENT DISTRICT" FOR STREETLIGHTS FOR PHASE 2.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION**

**7. Final Consideration of the Our Savior Lutheran Cremains Memorial Garden Cemetery Special Land Use Request – Case No. 10-20-07**

CLERK CLARK MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE SPECIAL LAND USE PERMIT IN CASE NO. 10-20-07 FOR A CEMETERY, AS SUBMITTED, FOR THE OUR SAVIOR LUTHERAN MEMORIAL GARDEN ON PPN 040-020-200-072-00 FOR THE FOLLOWING REASONS:

1. THE REQUEST MEETS THE GENERAL STANDARDS FOR A SPECIAL LAND USE FOUND IN SECTION 7.03 OF THE 2017 DELTA TOWNSHIP ZONING ORDINANCE.

2. THE REQUEST MEETS THE SPECIFIC STANDARDS SPECIFIED FOR CEMETERIES IN SECTION 8.02 OF THE 2017 DELTA TOWNSHIP ZONING ORDINANCE.

3. THE USE IS CONSISTENT WITH THE FUTURE LAND USE RECOMMENDATIONS OF THE 2013 COMPREHENSIVE PLAN.

4. THE SUBJECT PARCEL IS ADEQUATELY SERVED BY PUBLIC UTILITIES.

THE SPECIAL LAND USE PERMIT IS APPROVED SUBJECT TO THE FOLLOWING STIPULATION: THE FACILITY SHALL ONLY BE UTILIZED FOR THE SCATTERING OR INTERNMENT OF CREMAINS.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

### **XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA**

#### **8. Discussion Related to The Brookside Crossing Judgement by The Appeals Court**

Treasurer Fedewa gave an overview regarding the Brookside Crossing judgement and asked that the Board consider directing Manager Reed to engage with Delta's state representative to inquire about MDEGLE and the interest of granting easements for public pathways at the Brookside Crossing and in future settlements. Consensus of the Board was in favor of directing Manager Reed to reach out to the state representative.

### **XIV. ITEMS OF BUSINESS**

#### **9. Award Engineering Serv Agreements for 2021 Delta Mills Restroom Renovation (TF 19-0069), Mt Hope Pathway Perimeter (LW 19-0018), and Mt Hope North Baseball Fields (LW 19-0017) Final Consideration of the Our Savior Lutheran Cremains Memorial Garden Cemetery Special Land Use Request – Case No. 10-20-07**

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD CONTRACT WITH VIRIDIS DESIGN GROUP FOR THE PURPOSE OF PROVIDING PROFESSIONAL SERVICES FOR THE DELTA MILLS PLAYGROUND RESTROOM RENOVATION PROJECT AT A COST NOT TO EXCEED \$10,000, THE MT. HOPE PARK NORTH BASEBALL FIELDS PROJECT AT A COST NOT TO EXCEED \$17,950 AND THE MT. HOPE PARK PERIMETER PATHWAY PROJECT AT A COST NOT TO EXCEED \$28,500. FURTHER, THE TOWNSHIP MANAGER IS HEREBY

AUTHORIZED AND DIRECTED TO SIGN AND EXECUTE AN AGREEMENT FOR SAID PROFESSIONAL SERVICES ON BEHALF OF DELTA TOWNSHIP.

TREASURER FEDEWA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**10. Introduction of Redwood Rezoning Request, AG2 to RM, Case No. 10-20-08**

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD INTRODUCE REDWOOD LIVING'S REQUEST TO REZONE THE PROPERTY DESCRIBED IN CASE NO. 10-20-8 FROM AG2-AGRICULTURAL/RESIDENTIAL, TO RM-MULTIPLE FAMILY RESIDENTIAL. I FURTHER MOVE THAT THE REZONING REQUEST BE CONSIDERED FOR FINAL ACTION BY THE TOWNSHIP BOARD AT THE DECEMBER 21 REGULAR MEETING. THE CLERK IS HEREBY DIRECTED TO PUBLISH NOTICE OF SAID MEETING IN THE LOCAL NEWSPAPERS AS IS REQUIRED.

CLERK CLARK SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

**XV. MANAGER'S REPORT – Brian Reed, Township Manager**

- Successful in obtaining two additional DNR Trust Fund Acquisition grants. One property contiguous to sharp park and the other property contiguous to the community center.
- Two things hit mailboxes today, tax bills and legal notification of the franchise fee settlement.
- Reminder to Board of orientation next Monday.
- Governor extended the Pause to Save Lives and the township will continue services by-appointment only.
- Recount that is taking place at the community center had a few incidents where deputies had to deescalate situations where folks tried to get into the building or were not wearing masks.

**XVI. COMMITTEE OF THE WHOLE**

**11. Fee Schedule Discussion**

Township Manager Brian Reed gave an overview of the proposed fee schedule changes for 2021. A brief discussion ensued among Board members and staff regarding the information provided in the fee schedule.



**XVII. PUBLIC COMMENTS**

**XVIII. CLOSED SESSION**

**XIX. ADJOURNMENT –**

Supervisor Fletcher adjourned the meeting at 7:07 PM.

CHARTER TOWNSHIP OF DELTA

KENNETH R. FLETCHER, SUPERVISOR

MARY R. CLARK, TOWNSHIP CLERK

## **CHARTER TOWNSHIP OF DELTA**

In compliance with Governor Whitmer's Michigan Public Act 228, this meeting was conducted via Zoom Webinar Platform

### **TOWNSHIP BOARD COMMITTEE OF THE WHOLE MINUTES MONDAY, DECEMBER 14, 2020**

#### **I. CALL TO ORDER –**

Supervisor Fletcher called the meeting to order at 6:00 PM

#### **II. ROLL CALL –**

Members Present: Supervisor Kenneth R. Fletcher, Treasurer Dennis R. Fedewa, Clerk Mary R. Clark, Trustee Andrea M. Cascarilla, Trustee Elizabeth S. Bowen, and Trustee Fonda J. Brewer

Members Absent:

Others Present: Manager Brian T. Reed, Finance Director Courtney Nicholls, Parks, Recreation, and Cemeteries Director Marcus Kirkpatrick, Township Engineer Ernie West, Department Assistant-Managers Office Mary Worland, Fire Chief Gregg Ginebaugh, Planning Director Gary Bozek, Utilities Director Rick Kane, and Assistant Manager Alannah Doak

#### **III. SET/ADJUST AGENDA –**

TRUSTEE CASCARILLA MOVED TO APPROVE THE AGENDA AS PRESENTED.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

#### **IV. PUBLIC COMMENT –**

#### **V. MANAGER'S REPORT –**

Manager Reed, nothing to report.

#### **VI. ITEMS OF DISCUSSION**

##### **1. Delta Township Board Orientation**

Manager Reed and staff presented the Board of Trustees orientation.

##### **2. Board Ethics Training**

Manager Reed reviewed the Delta Township Ethics Policy with the Township Board.

##### **3. Adjourn to Closed Session**

SUPERVISOR FLETCHER MOVED THAT THE DELTA TOWNSHIP BOARD ADJOURN TO CLOSED SESSION AT THE REQUEST OF THE TOWNSHIP

MANAGER UNDER THE OPEN MEETINGS ACT (ACT 267 OF 1976), SECTION 15.268 (C) FOR STRATEGY AND NEGOTIATION SESSIONS CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE DELTA TOWNSHIP PROFESSIONAL FIREFIGHTER'S UNION.

TREASURER FEDEWA SUPPORTED THE MOTION AT 7:46 PM. THE MOTION PASSED 7-0.

TRUSTEE CASCARILLA MOVED TO END THE BOARD EXECUTIVE CLOSED SESSION AT 8:02 PM.

TRUSTEE BREWER SUPPORTED THE MOTION. MOTION PASSED 7-0.

### **ADJOURNMENT**

Supervisor Fletcher adjourned the meeting at 8:02 PM.

CHARTER TOWNSHIP OF DELTA

KENNETH R. FLETCHER, SUPERVISOR

MARY R. CLARK, TOWNSHIP CLERK



Manager's Office

(517) 323-8590

**TO: Supervisor Kenneth R. Fletcher and the Delta Township Board**

**FROM: Alannah Doak, Assistant Township Manager**

**DATE: December 21, 2020**

**SUBJECT: Approval of Eaton County Interlocal Agreement for County Designated Assessor**

At the October 5, 2020 regular board meeting, board members were provided with a memo explaining in detail Public Act 660 of 2018 which amended the General Property Tax Act to provide a statutory framework to ensure proper assessing and the introduction of a sample interlocal agreement that was provided by Eaton County Controller/Administrator John Fuentes. Discussion among board members and staff took place going into more detail about the process of an audit and the County Designated Assessor.

The purpose of the Act and the creation of the designated assessor is to ensure that all cities and townships are in substantial compliance with the General Property Tax Act. As part of the reform, the State of Michigan is requiring each county to have a Designated Assessor in the event a local unit of government in the county fails an assessing audit. The audits referred to as AMAR's (Audit of Minimum Assessing Review) are performed every five-years. The Township is currently 100% in compliance based on the last AMAR. The agreement will not have any bearing on the Township or our operations. The only time this agreement would come into play is if the Township failed an AMAR audit, which is highly unlikely.

In order to abide by Public Act 660 of 2018, an interlocal agreement must be executed by a majority of the cities and townships within the county, the County Board of Commissioners and the County Designated Assessor. The attached interlocal agreement designates Tim Vandermark, current Eaton County Equalization Director, as the County Designated Assessor in the event assessing duties by the County is needed.

The following motions are offered for your consideration:

**"I move that the Delta Township Board approve the interlocal agreement for Eaton County Designated Assessor.**

**I further move that the Delta Township Board authorize the Supervisor to sign the interlocal agreement on behalf of the Township."**



**EATON COUNTY INTERLOCAL AGREEMENT  
FOR COUNTY DESIGNATED ASSESSOR**

This Interlocal Agreement, by and between the COUNTY OF EATON, a political subdivision of the State of Michigan (hereinafter referred to as the “County”), and DELTA CHARTER TOWNSHIP, SUNFIELD TOWNSHIP, EATON RAPIDS TOWNSHIP, KALAMO TOWNSHIP, ONEIDA CHARTER TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, BENTON CHARTER TOWNSHIP, ROXAND TOWNSHIP, CITY OF OLIVET, CITY OF EATON RAPIDS and CITY OF GRAND LEDGE, each a political subdivision of the State of Michigan (each hereinafter referred to as an “Assessing District,” and collectively referred to as the “Assessing Districts”), is entered into pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 *et seq.*, and the General Property Tax Act, Public Act 206 of 1893, as amended by Public Act 660 of 2018, MCL 211.10g, for the purpose of designating an individual to serve as the County’s Designated Assessor.

WHEREAS, pursuant to MCL 211.10g(4), every County shall have a Designated Assessor on file with the State Tax Commission as of December 31, 2020; and

WHEREAS, the County Designated Assessor is designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County; and

WHEREAS, the individual designated as the County’s Designated Assessor must be approved by the State Tax Commission.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Designation of County Designated Assessor. The County and a majority of the Assessing Districts in the County designate \_\_\_\_ Tim Vandermark\_\_\_\_\_, who is an individual qualified and certified by the State Tax Commission as a Michigan Master Assessing Officer, to be the County Designated Assessor for Eaton County. The Designated Assessor is not an employee or paid contractor of the County, and shall have no responsibilities as Designated Assessor during the period in which he or she is not acting as an assessor of record for an Assessing District within the County, other than to remain certified and in good standing.

2. Duties of County Designated Assessor. The County Designated Assessor shall contract with one or more Assessing Districts as necessary to serve as the Assessing District’s Assessor of record, upon request of the Assessing District or as may be required by the State Tax Commission, as a consequence of the Assessing District receiving a notice of noncompliance from the State Tax Commission after an audit, under the terms and conditions set forth in MCL 211.10g.

The County Designated Assessor shall be capable of ensuring that the contracting Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1). The Assessing District shall provide the Designated Assessor with reasonable access

to records, documents, and information. The Assessing District shall advise the Designated Assessor of any applicable policies and procedures, including technology, equipment, and facilities.

The County Designated Assessor may charge an Assessing District that is required to contract with the County Designated Assessor a reasonable rate of compensation (e.g., periodic payment on a per parcel basis) and reimbursement of costs. The Assessing District shall pay reasonable compensation to the Designated Assessor, and be responsible to pay the reasonable costs incurred by the County Designated Assessor in serving as the Assessing District's Assessor of record, including, but not limited to, the cost of overseeing and administering the annual assessment, preparing and defending the assessment roll, costs incurred in appeals to the Michigan Tax Tribunal (i.e., appraisal costs, expert witness fees and attorney fees), and operating the assessing office (including employment of additional staff necessary to bring the Assessing District into compliance).

The services to be provided by the Designated Assessor to the contracting Assessing District include: preparation of assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit, timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meetings with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District.

The County Designated Assessor is a local assessing unit for purposes of the provisions in MCL 211.44 concerning the division and use of any collected property tax administration fees.

3. Term of Designation. If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, except as otherwise provided in Sec. 4.

Once an Assessing District is under contract with the Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. However, the Assessing District may petition the State Tax Commission to end the contract after the Designated Assessor has been in place for a minimum of three years.

4. Revocation of Designation by State Tax Commission. The State Tax Commission may designate and approve, on an interim basis and pursuant to a formal agreement, an individual to serve as a County Designated Assessor and, if applicable, revoke the approved designation of a current County Designated Assessor under the following circumstances:

(i) if the County Designated Assessor dies or becomes incapacitated;

(ii) if the County Designated Assessor was designated and approved based on his or her

employment status, and that status materially changes; or

(iii) if it determines at any time that the County Designated Assessor is not capable of ensuring that contracting Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1).

The State Tax Commission's designation of an interim County Designated Assessor under this Section is effective only until a new County Designated Assessor has been designated in a new Interlocal Agreement under MCL 211.10g(4)(a), and approved by the State Tax Commission.

5. Petition to State Tax Commission. Upon the execution and filing of this Interlocal Agreement, the County shall petition the State Tax Commission to approve the individual named in Section 1 of this Interlocal Agreement to serve as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal Agreements under MCL 211.10g(4)(a) until a suitable Assessor has been presented.

6. Nondiscrimination. The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to an individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Interlocal Agreement.

7. Effective Date. This Interlocal Agreement shall become effective when executed by the County and a majority of the Assessing Districts in the County, and an executed copy is filed with the Eaton County Clerk and the Michigan Secretary of State.

8. Certification. The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties, and that this Agreement has been authorized by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

COUNTY OF EATON

\_\_\_\_\_  
Terrance Augustine, Chairperson  
County Board of Commissioners

\_\_\_\_\_  
Date

DELTA CHARTER TOWNSHIP

\_\_\_\_\_  
Ken Fletcher                      Supervisor

\_\_\_\_\_  
Date

SUNFIELD TOWNSHIP

\_\_\_\_\_  
Selena Duits                      Supervisor

\_\_\_\_\_  
Date

EATON RAPIDS TOWNSHIP

\_\_\_\_\_  
Scott Wilson                      Supervisor

\_\_\_\_\_  
Date

KALAMO TOWNSHIP

\_\_\_\_\_  
Brett Ramey                      Supervisor

\_\_\_\_\_  
Date

ONEIDA CHARTER TOWNSHIP

\_\_\_\_\_  
Don Cooley                      Supervisor

\_\_\_\_\_  
Date

EATON TOWNSHIP

\_\_\_\_\_  
Dave Roberts                      Supervisor

\_\_\_\_\_  
Date

HAMLIN TOWNSHIP

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

BENTON CHARTER TOWNSHIP

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date



ROXAND TOWNSHIP

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

CITY OF OLIVET

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

CITY OF EATON RAPIDS

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

CITY OF GRAND LEDGE

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

DESIGNATED COUNTY ASSESSOR

\_\_\_\_\_  
Tim Vandermark

\_\_\_\_\_  
Date



Planning Department

(517) 323-8560

**MEMO**

**TO:** Supervisor Kenneth R. Fletcher & Township Board  
Delta Charter Township

**FROM:** Matt McKernan, Planner

**DATE:** December 15, 2020

**SUBJECT:** Review & Approval of Rachel Lane Private Road for Gary Fairfax.

The Township is in receipt of a Preliminary Private Road Permit Application and associated plans (see attached) from Gary Fairfax of 4918 Delta River Drive for a private road that will connect to an existing private road (Trillium Drive) in Section 1 of the Township. Mr. Fairfax currently owns/occupies a home on approximately 15 acres that has a driveway on Delta River Drive. The proposed private road would connect to Trillium Drive (private) to the west of his parcel and cut across a 2 acre parcel also owned by Mr. Fairfax to the northwest of his home. The applicant intends to utilize the private road to access future parcels he intends to split from his 15 acre property and provide access to property he owns in Watertown Township. The applicant has submitted a tentative maintenance agreement for the private drive which will need to be filed with the Eaton County Register of Deeds prior to final approval.

The Township's private road regulations mandate that the private road be designed and constructed in accordance with certain design standards, and that it be reviewed and approved, as is applicable, by the Township Engineering Division, the Fire Department, the Utility Department, and the Eaton County Drain Commissioner's Office.

The Township Engineering Department has reviewed the plans for Rachel Lane and provided the applicant with a list of relatively minor amendments to the plan that will be necessary prior to final approval. The Township Fire Inspector has indicated to staff that he has not identified any major concerns with the proposed drive, but has not submitted a formal response. The plans will need final review by the Township Fire and Engineering Departments prior to final approval of the private road.

The proposed private road does not connect to a public street and thus will not require approval from the Eaton County Road Commission. The private road will allow the applicant to access additional property he owns in Watertown Township (Clinton County) to the north. It shall be the applicant's responsibility to ensure that any continuation of the proposed private road meets the standards of Watertown Township.

The applicant's plan indicates the intent to adjust the property lines between his 15 acre parcel and the 2 acre parcel he owns to the northwest of his home. This proposed lot split and any additional land divisions will require approval from the Township Planning and Assessing Departments.



The proposed private road will cross the Edward Intercounty Drain and thus will need approval from the Eaton County Drain Commission. The ECDC has not yet commented, but a soil erosion and sedimentation control permit is typically required for these situations.

The Preliminary Private Road Permit is valid for two years. Construction of the road must be completed within this time period. A maintenance agreement for Rachel Lane will be required prior to final approval of the private road. Eaton County Central Dispatch (911) will have final review over the proposed name for the private road (Rachel Lane).

**The following motion is offered for Board's consideration:**

***"I move that the Delta Township Board grant a Preliminary Private Road Permit to Mr. Gary Fairfax for the construction of a private road, being an easterly extension of Trillium Drive, as illustrated on a plan prepared by BRS Engineering and dated September 2020 in Section 1of Delta Township. The granting of the Preliminary Private Road Permit is subject to the following stipulations:***

- 1. Approval of the road by the Eaton County Drain Commissioner's Office.***
- 2. Final approval of the Township Engineer and Fire Inspector.***
- 3. Approval of the proposed lot split and any additional desired land divisions by the Township Planning and Assessing Departments.***
- 4. Failure of the applicant to comply with any of the provisions required by the Delta Township Code of Ordinances pertaining to the private road, and/ or applicable sections of the Township Zoning Ordinance, or any stipulations herein required by the Delta Township Board, shall constitute grounds for termination of this Preliminary Private Road Permit by the Delta Township Board."***





Delta Charter Township  
Planning Department  
7710 W. Saginaw Hwy.  
Lansing, Michigan 48917

Preliminary Private Road  
Permit Application

Ph. 517-323-8560  
Fax 517-323-8599

Applicant

Name: FAIRFAX E GARY  
(Last) (M.I.) (First)

Address: 4918 DELTA RIVER DR, LANSING, MI 48906  
(Street No.) (City) (State) (Zip)

Phone: (517) 321-5590 — SAME (Call 1st TO Turn ON)  
(Home) (Office) (Fax)

Street Name RACIAL LANE

Street Location SECTION 1, T. 4 N. - R. 3 W. TRILLIUM DRIVE  
(Section #) (Intersecting Street)

Applicant's Signature

*Gary E Fairfax* 10/30/20  
(Applicant) (Date)

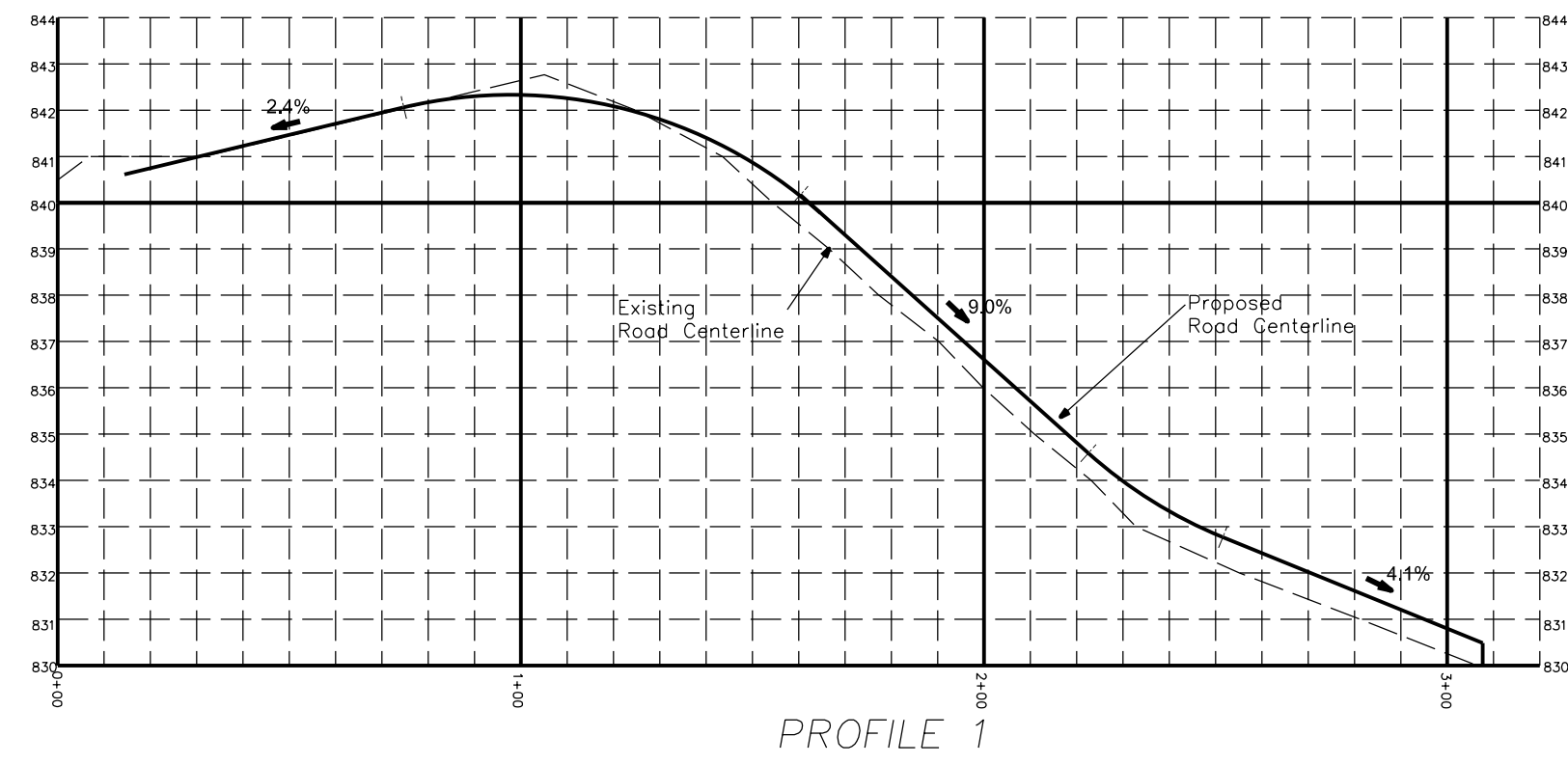
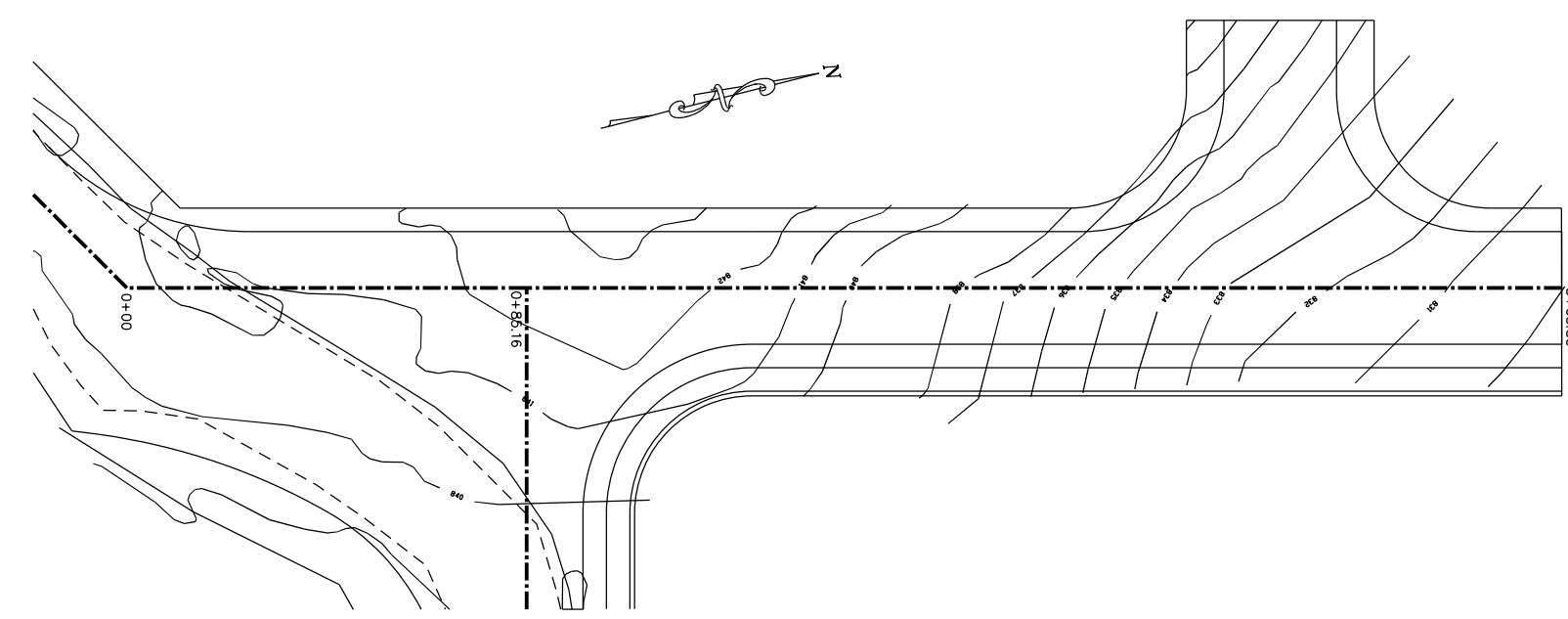
I, the above signed, hereby acknowledge that by applying for and possibly obtaining a permit to construct a private road that I indemnify, save and hold Delta Township harmless from all claims for personal injury and/or property damage arising out of the failure to properly construct, maintain, repair, and replace the private road.

OFFICE USE ONLY

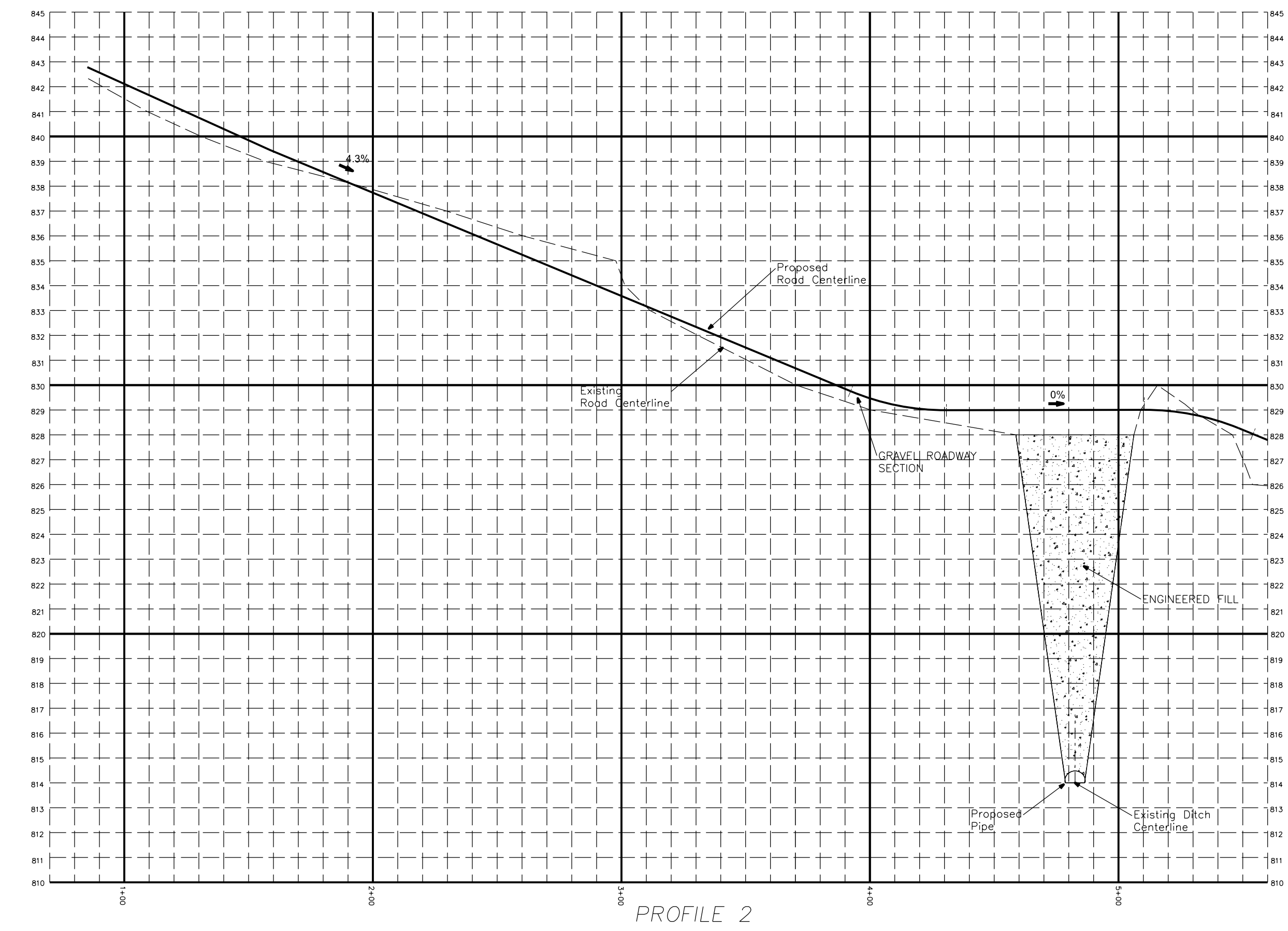
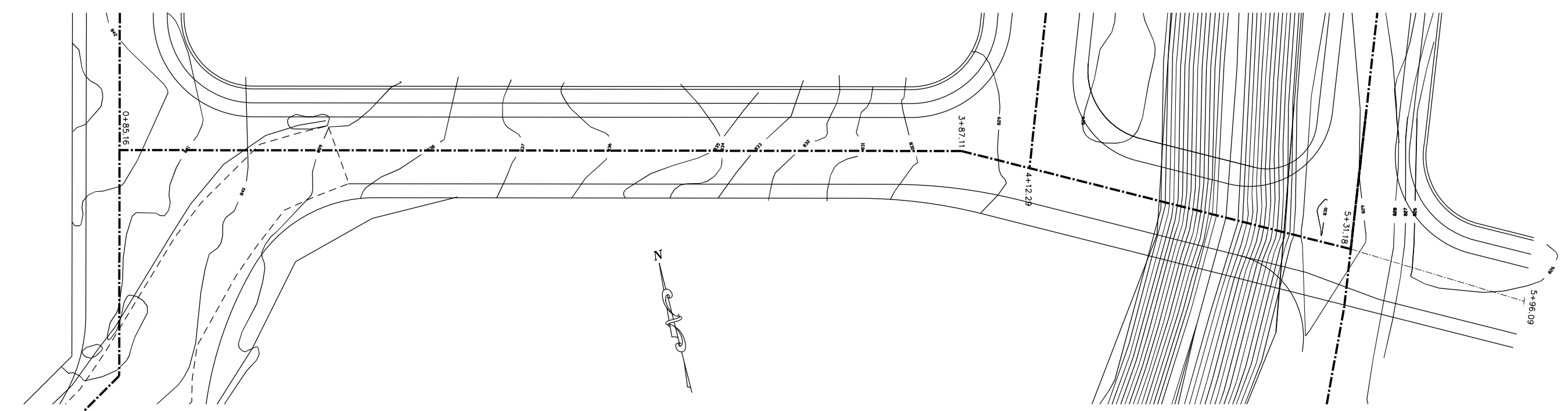
Filing Date: 11/2/2020  
Received By: GP  
Receipt No. 200909376

Check List  
Construction Plans   
Maintenance Agmt.   
Review Fee

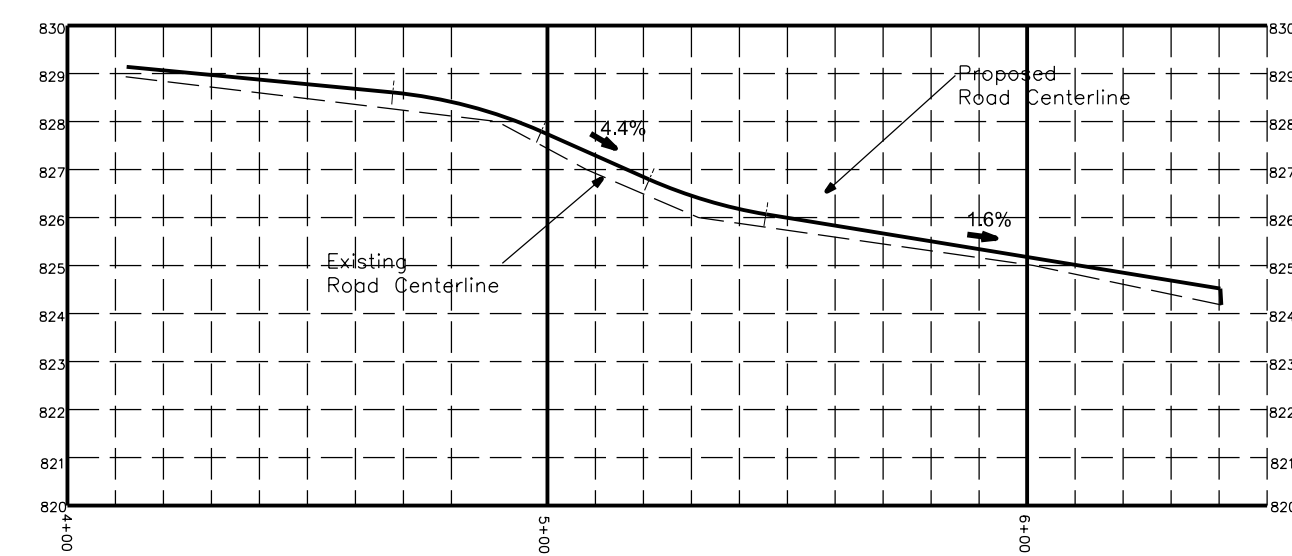
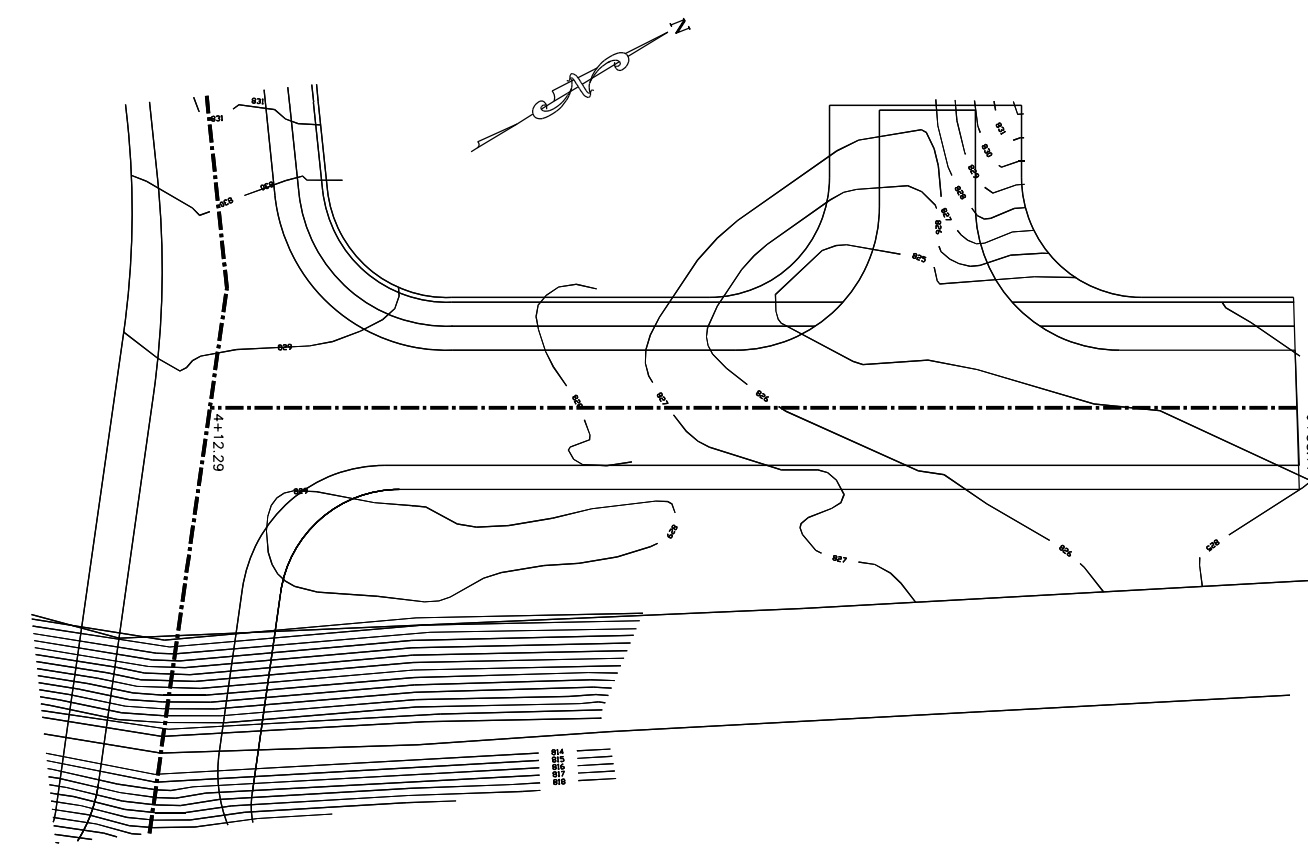




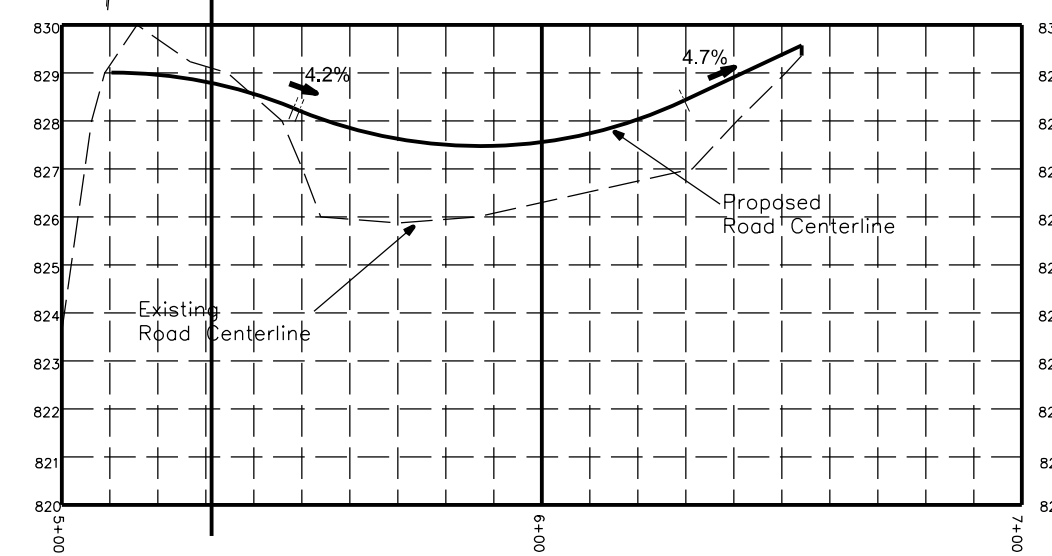
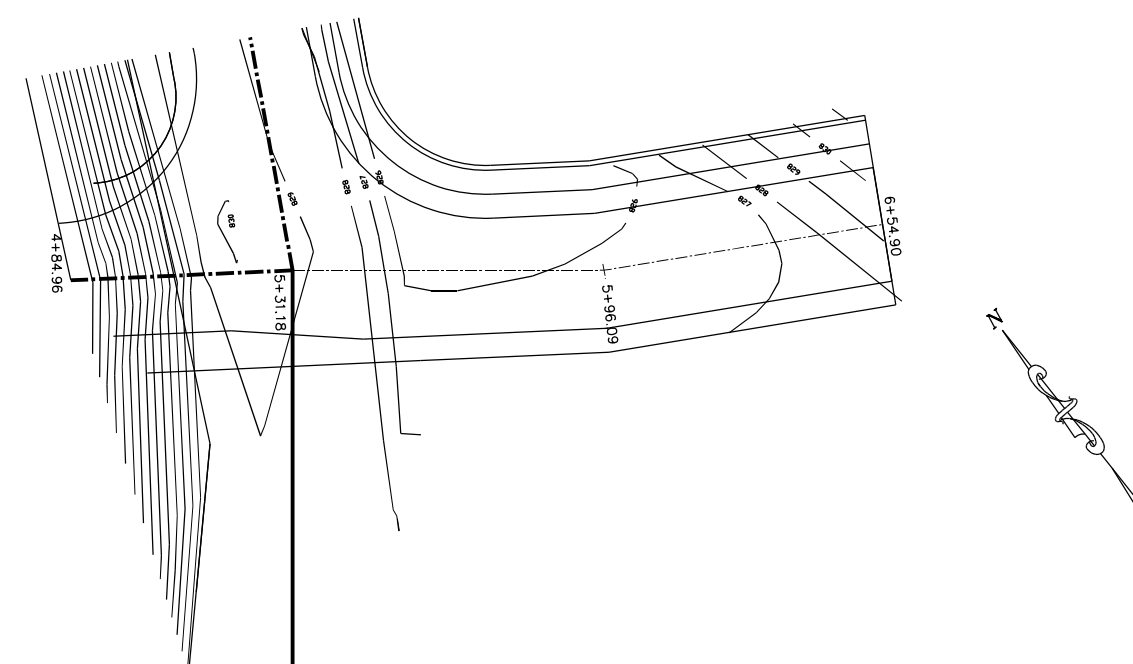
PROFILE 1



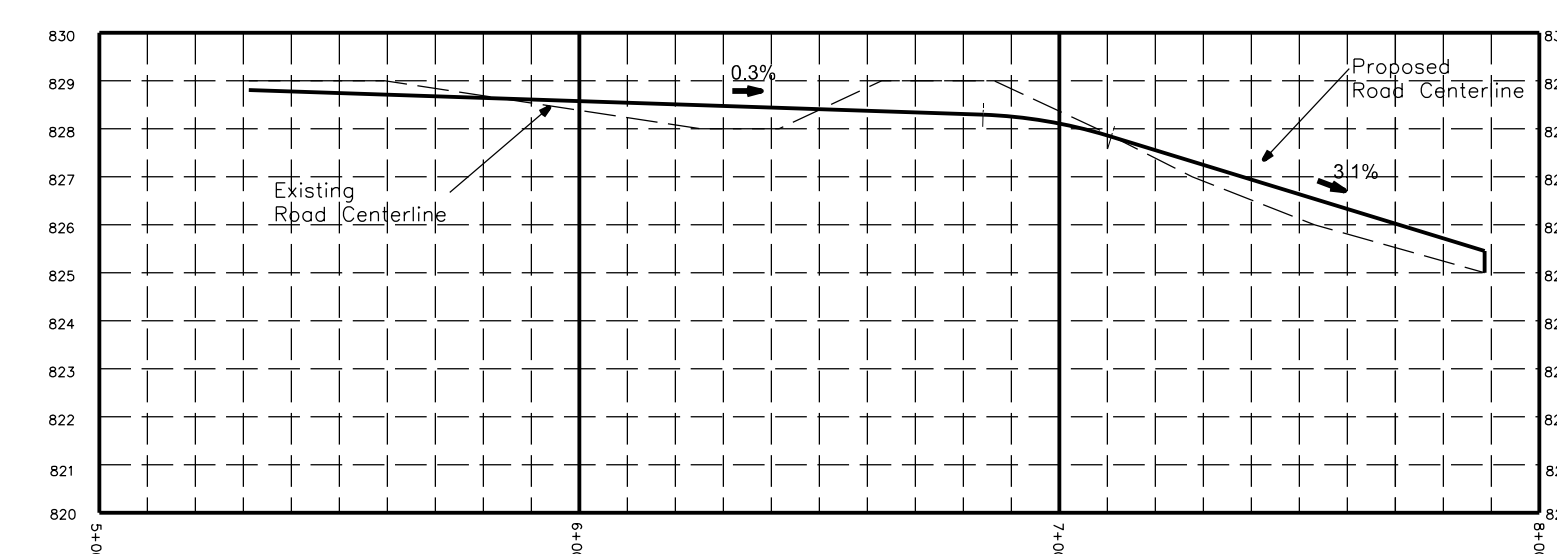
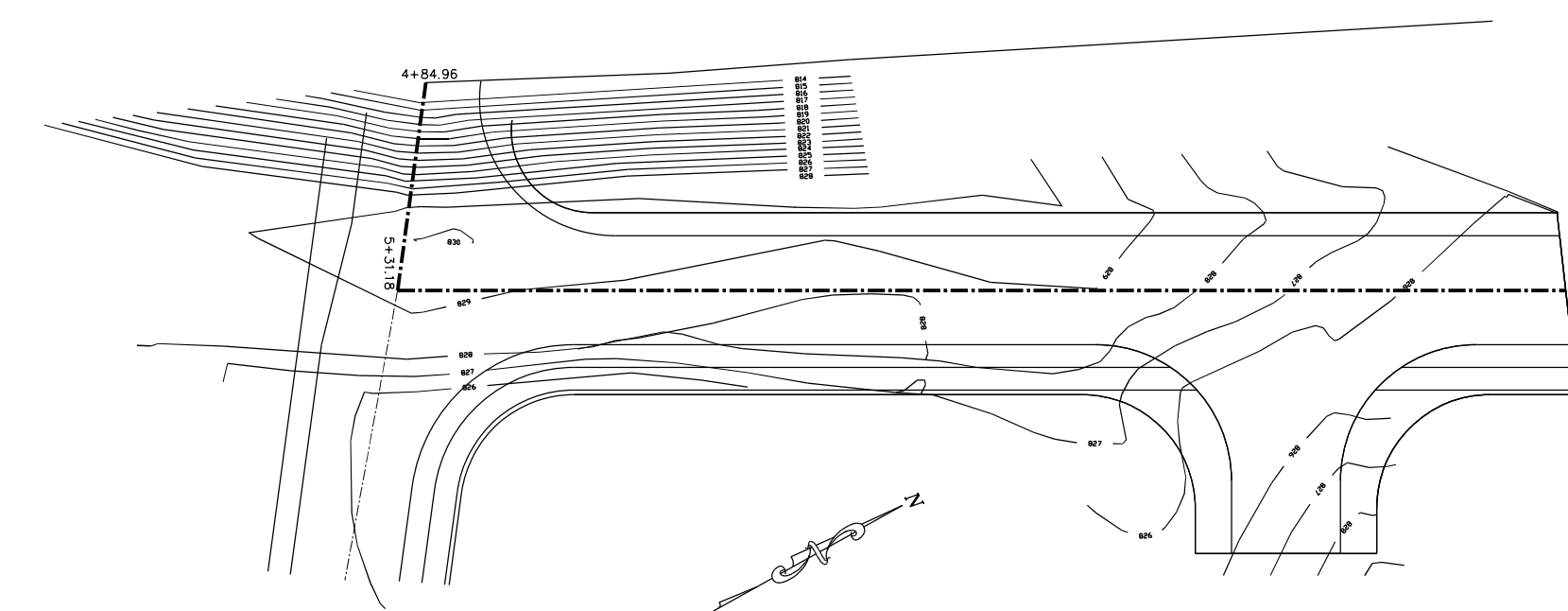
PROFILE 2



PROFILE 3



PROFILE 4



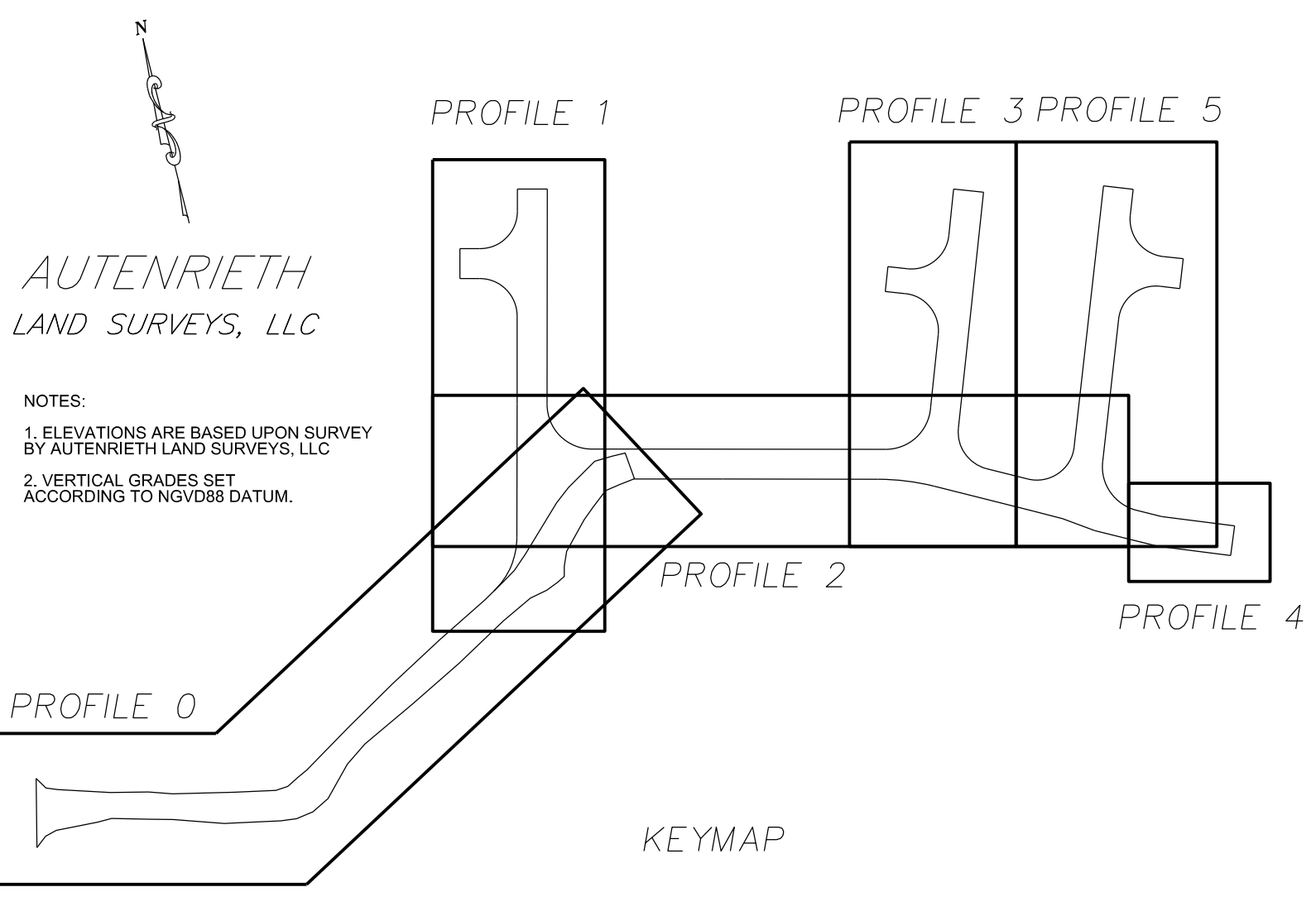
PROFILE 5

SCALE:  
1" = 4' VERT.  
1" = 40' HOR.

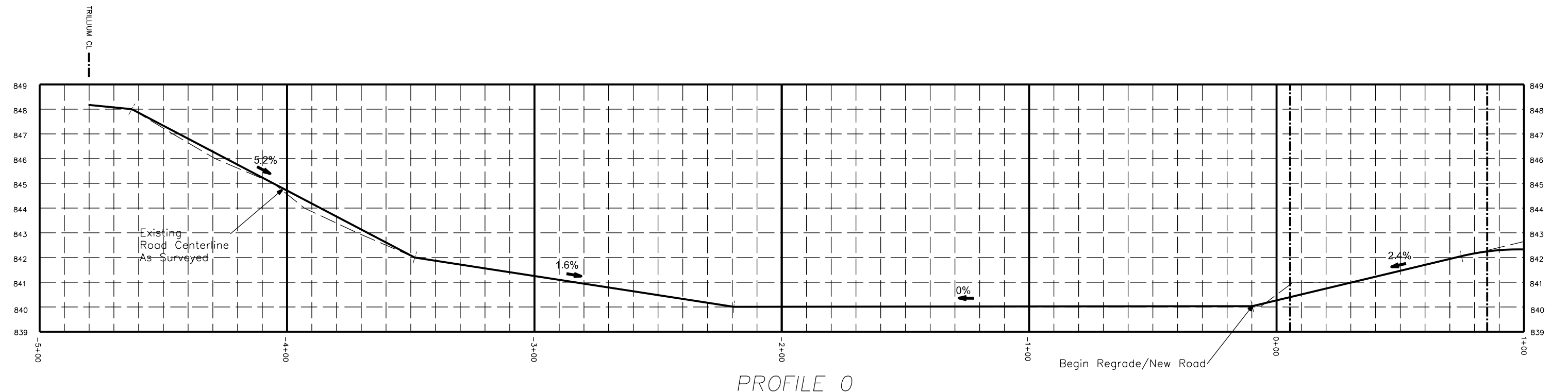
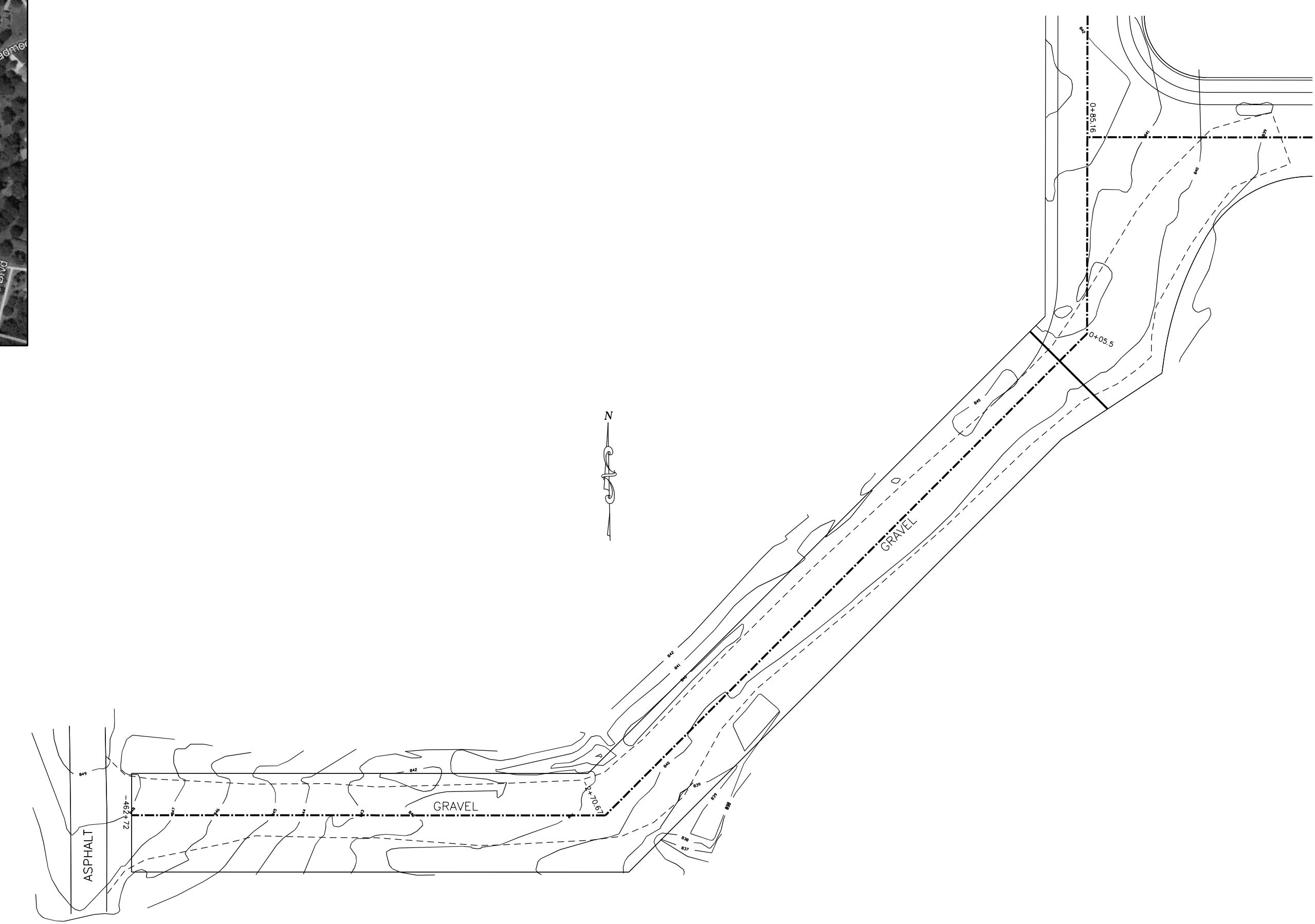
NO.	REVISIONS	BY	DATE
1	ISSUE FOR REVIEW	BRS	10/7/20

REVISED IN ACCORDANCE WITH CONSTRUCTION RECORDS

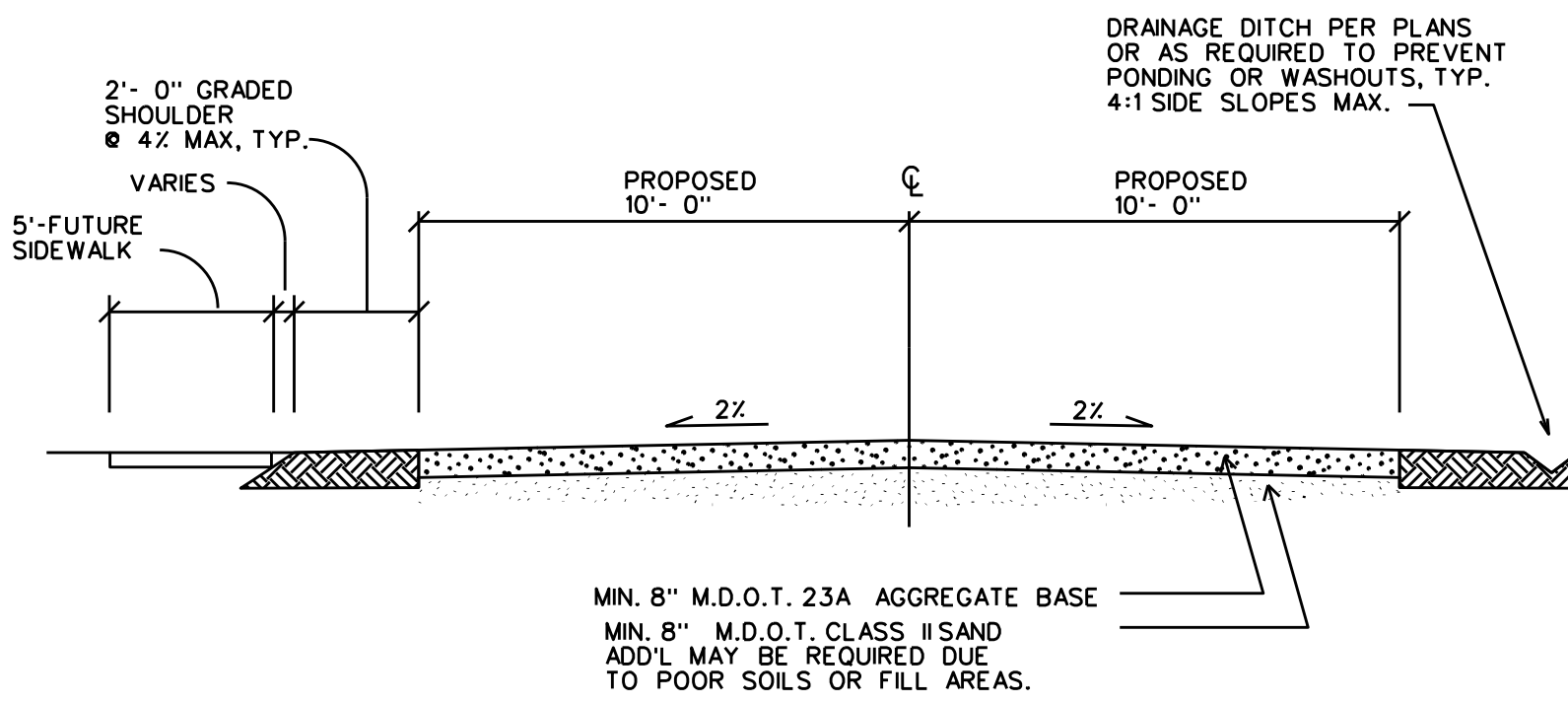
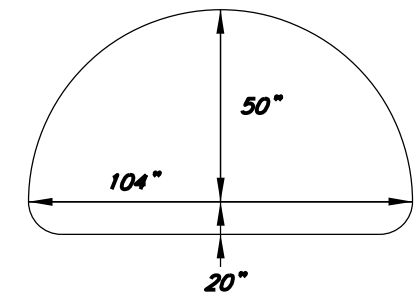
PROJECT MOR.	DATE
BRS	9/20
DRAWN BY	DATE
BRS	9/20
ENGINEER	DATE
BRS	9/20
CAD FILE	EDIT
SCALE	AS SHOWN
DRAWING	PLLOT SCALE



TRILLIUM DRIVE  
PRIVATE



(CONSTRUCTION OF EXISTING GRAVEL ROAD WAS NOT OBSERVED OR TESTED AND IS NOT BEING CERTIFIED HEREIN)



PROPOSED ROADWAY SECTION  
NO SCALE

- NOTES:
- GRADE & ALIGNMENT OF PROPOSED ROADWAY TO BE CENTERED ON EASEMENT.
  - WIDENING MAY BE REQUIRED TO CONFORM TO THE PROPOSED CROSS SECTION.
  - SECTION MAY BE GRADED IN ONE DIRECTION WHERE REQUIRED TO ALLOW FOR DRAINAGE FLOW.
  - SHOWN FINISHED GRADE ASSUMING 6" TOPSOIL STRIPPING REQUIRED.
  - SOILS EXPLORATION SHOULD BE CONDUCTED PRIOR TO CONSTRUCTION TO ASSESS AFFECTS ON LAYOUT.
  - ADDITIONAL FILL/CUT MAY BE REQUIRED FOR VARIATIONS IN TOPSOIL OR POOR SOIL REMOVAL.
  - EXISTING INTERSECTION WITH TALLMAN DRIVE HAS NOT BEEN EVALUATED UNDER THIS PLAN.
  - ROAD SECTION SHOWN IS CONSIDERED AS A MINIMUM GRAVEL SECTION FOR PRIVATE DRIVEWAY.

**BRS ENGINEERING, LLC**  
 3821 Starbuck Drive  
 Lansing, MI 48910  
 Phone: (517) 719-5094  
 brsengineering@comcast.net

**BRSE**

OWNER: GARY FAIRFAX  
 4918 DELTA RIVER DRIVE

**IFR**

NO.	REVISIONS	BY	DATE
1	ISSUE FOR REVIEW	BRS	10/7/20

REVISED IN ACCORDANCE WITH CONSTRUCTION RECORDS

PRIVATE ROAD  
 4918 DELTA RIVER DRIVE  
 DELTA TWP, EATON COUNTY, MI

PROFILES

PROJECT MOR.	DATE
BRS	9/20
DRAWN BY	DATE
BRS	9/20
ENGINEER	DATE
BRS	9/20
CAD FILE	EDIT
SCALE	AS SHOWN
	DRAWING
SCALE	PLOT SCALE

PROJECT 0001  
**C0.0**  
 SHEET NO.

SCALE:  
 1" = 4' VERT.  
 1" = 40' HOR.

# BOUNDARY & TOPOGRAPHIC SURVEY OF PROPOSED PRIVATE ROAD

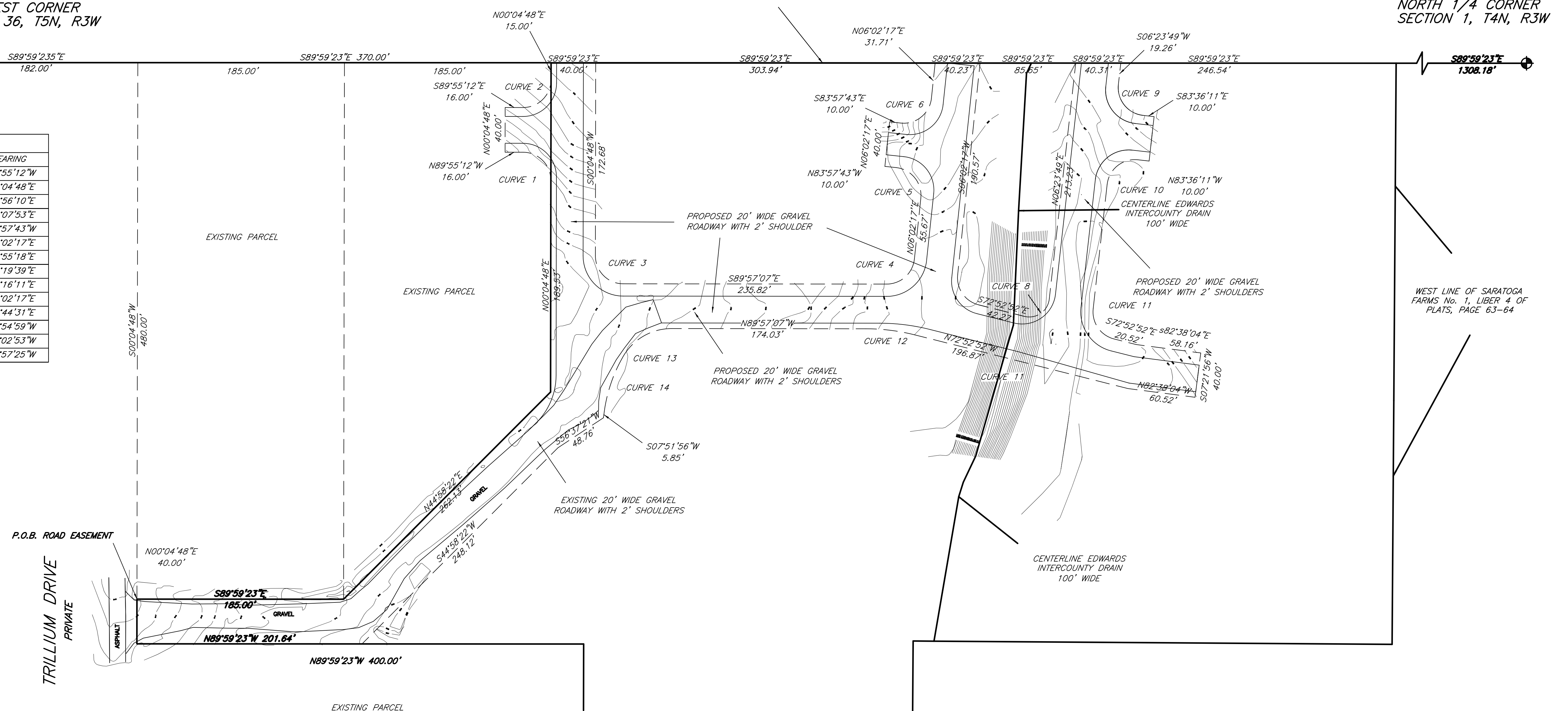
NORTHWEST CORNER  
SECTION 1, T4N, R3W

SOUTHWEST CORNER  
SECTION 36, T5N, R3W

NORTH 1/4 CORNER  
SECTION 1, T4N, R3W

SOUTH LINE OF SECTION 36, T5N, R3W  
AND NORTH LINE OF SECTION 1, T4N, R3W

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
1	39.27'	25.00'	90°00'00"	35.36'	N44°55'12"W
2	39.27'	25.00'	90°00'00"	35.36'	N45°04'48"E
3	39.29'	25.00'	90°01'55"	35.37'	S44°56'10"E
4	35.71'	25.00'	81°49'59"	32.75'	N49°07'53"E
5	39.27'	25.00'	90°00'00"	35.36'	N38°57'43"W
6	39.27'	25.00'	90°00'00"	35.36'	N51°02'17"E
7	35.75'	25.00'	81°55'08"	32.78'	S34°55'18"E
8	30.02'	18.00'	95°34'59"	26.67'	N56°19'39"E
9	39.27'	25.00'	90°00'00"	35.36'	S38°16'11"E
10	39.27'	25.00'	90°00'00"	35.36'	N51°02'17"E
11	35.90'	25.00'	82°16'21"	32.89'	S34°44'31"E
12	44.21'	180.02'	14°04'15"	44.10'	N82°54'59"W
13	52.37'	50.01'	60°00'00"	35.36'	S60°02'53"W
14	52.27'	135.02'	22°10'57"	51.95'	S18°57'25"W

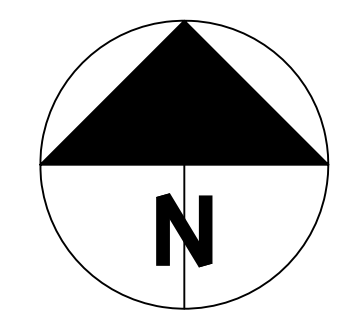


### PRIVATE DRIVE DESCRIPTION

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN THE NORTHWEST 1/4 OF SECTION 1, T4N, R3W, DELTA TOWNSHIP, EATON COUNTY, MICHIGAN, THE BOUNDARY OF SAID EASEMENT DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE N89°16'11"E 20.22' FEET TO THE SOUTHWEST CORNER OF SECTION 36, T5N, R3W, WATERTOWN TOWNSHIP, CLINTON COUNTY, MICHIGAN; THENCE S89°59'23"E ALONG THE NORTH LINE OF SECTION 1 A DISTANCE OF 182.00' FEET; THENCE S00°04'48"W ALONG THE EAST LINE OF TRILLIUM DRIVE (PRIVATE) 480.00' FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE S89°59'23"E PARALLEL WITH SAID SOUTH LINE 185.00' FEET; THENCE N44°58'22"E 262.13' FEET; THENCE N00°04'48"E 15.00' FEET; THENCE 39.27' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N44°55'12"W 35.36' FEET; THENCE N89°55'12"W 16.00' FEET; THENCE N00°04'48"E 40.00' FEET; THENCE S89°55'12"E 16.00' FEET; THENCE 39.27' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N45°04'48"E 35.36' FEET; THENCE N00°04'48"E 15.00' FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE S89°59'23"E ALONG SAID NORTH LINE 40.00' FEET; THENCE S00°04'48"W 172.68' FEET; THENCE 39.29' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°01'55" AND A CHORD BEARING AND DISTANCE OF S44°56'10"E 35.37' FEET; THENCE S89°57'07"E 235.82' FEET; THENCE 35.71' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 81°49'59" AND A CHORD BEARING AND DISTANCE OF N49°07'53"E 32.75' FEET; THENCE N06°02'17"E 31.71' FEET; THENCE 39.27' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N38°57'43"W 35.36' FEET; THENCE N83°36'11"W 10.00' FEET; THENCE 39.27' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF S51°02'17"E 35.36' FEET; THENCE N06°02'17"E 31.71' FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE S89°59'23"E ALONG SAID NORTH LINE 40.23' FEET; THENCE S06°02'17"W 190.57' FEET; THENCE 35.75' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 81°55'08" AND A CHORD BEARING AND DISTANCE OF S34°55'18"E 32.78' FEET; THENCE S75°52'52"E 42.27' FEET; THENCE 30.02' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 18.00' FEET, DELTA ANGLE OF 95°34'59" AND A CHORD BEARING AND DISTANCE OF N56°19'39"E 26.67' FEET; THENCE N06°23'49"E 213.23' FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE S89°59'23"E ALONG SAID NORTH LINE 40.31' FEET; THENCE S06°23'49"W 19.26' FEET; THENCE 39.27' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF S38°16'11"W 10.00' FEET; THENCE 39.27' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF S51°02'17"W 35.36' FEET; THENCE S06°23'49"W 11.95' FEET; THENCE 35.90' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00' FEET, DELTA ANGLE OF 82°16'21" AND A CHORD BEARING AND DISTANCE OF S34°44'31"E 32.89' FEET; THENCE S75°52'52"E 50.52' FEET; THENCE S82°38'04"E 58.16' FEET; THENCE S07°21'56"W 40.00' FEET; THENCE N82°38'04"W 60.52' FEET; THENCE N72°52'52"W 196.87' FEET; THENCE 44.21' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 180.02' FEET, DELTA ANGLE OF 14°04'15" AND A CHORD BEARING AND DISTANCE OF N82°54'59"W 44.10' FEET; THENCE N89°57'07"W 174.03' FEET; THENCE 52.37' FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.01' FEET, DELTA ANGLE OF 60°00'00" AND A CHORD BEARING AND DISTANCE OF S60°02'53"W 35.36' FEET; THENCE S07°21'56"W 5.85' FEET; THENCE N89°59'23"W 201.64' FEET TO THE WEST LINE OF TRILLIUM DRIVE (PRIVATE); THENCE N00°04'48"E ALONG SAID EAST LINE 40.00' FEET TO THE POINT OF BEGINNING.

### STANDARD LEGEND

- |                 |                   |                     |                  |                    |                          |                           |                  |           |                        |                |                   |                 |         |                  |               |           |                 |                |               |                     |               |          |         |           |                 |           |          |            |              |                   |                   |                 |                                   |                  |                |              |           |                  |            |               |             |             |         |                     |                            |                       |           |               |                          |                       |             |           |           |                         |             |          |              |                        |            |       |                 |               |             |            |           |                  |                     |             |             |            |           |               |                    |                   |                |                |                    |                              |                  |                   |                |           |                |                          |                            |                             |              |                |                 |                    |               |           |      |                       |
|-----------------|-------------------|---------------------|------------------|--------------------|--------------------------|---------------------------|------------------|-----------|------------------------|----------------|-------------------|-----------------|---------|------------------|---------------|-----------|-----------------|----------------|---------------|---------------------|---------------|----------|---------|-----------|-----------------|-----------|----------|------------|--------------|-------------------|-------------------|-----------------|-----------------------------------|------------------|----------------|--------------|-----------|------------------|------------|---------------|-------------|-------------|---------|---------------------|----------------------------|-----------------------|-----------|---------------|--------------------------|-----------------------|-------------|-----------|-----------|-------------------------|-------------|----------|--------------|------------------------|------------|-------|-----------------|---------------|-------------|------------|-----------|------------------|---------------------|-------------|-------------|------------|-----------|---------------|--------------------|-------------------|----------------|----------------|--------------------|------------------------------|------------------|-------------------|----------------|-----------|----------------|--------------------------|----------------------------|-----------------------------|--------------|----------------|-----------------|--------------------|---------------|-----------|------|-----------------------|
| (R) RECORD DATA | (M) MEASURED DATA | (C) CALCULATED DATA | R/W RIGHT OF WAY | B.S. BACK SET LINE | RCF REINFORCED CONC PIPE | CMF CORRUGATED METAL PIPE | PVC PLASTIC PIPE | MTL METAL | AGL ABOVE GROUND LEVEL | F.P. FOOTPRINT | DD DEDICIOUS TREE | L/S LANDSCAPING | CONIFER | SQUARE METAL LID | FUEL TANK LID | FLAG POLE | UNKNOWN MANHOLE | FROZEN MANHOLE | UNKNOWN VAULT | UNKNOWN VAULT METAL | UNKNOWN VALVE | MAIL BOX | BOLLARD | BORE HOLE | MONITORING WELL | POWERPOLE | GUY WIRE | LIGHT POLE | GROUND LIGHT | STREET LIGHT POLE | ELEC. TRANSFORMER | AIR CONDITIONER | BURIED ELECTRIC OVERHEAD ELECTRIC | ELECTRIC MANHOLE | ELECTRIC METER | ELECTRIC BOX | GENERATOR | ELECTRICAL VAULT | WATER LINE | WATER MANHOLE | WATER VALVE | WATER METER | HYDRANT | BACK FLOW PREVENTOR | FIRE DEPARTMENT CONNECTION | FIRE PROTECTION VALVE | HOSE BIBB | CONTROL VALVE | IRRIGATION CONTROL VALVE | RECLAIMED WATER VALVE | WATER VAULT | GAS VALVE | GAS METER | UNDERGROUND GAS MANHOLE | GAS MANHOLE | GAS LINE | PROPANE TANK | UNDERGROUND OIL MARKER | GUARD RAIL | FENCE | SAN. SEWER LINE | SEWER MANHOLE | GREASE TRAP | FORCE MAIN | CLEAN OUT | STORM DRAIN LINE | STORM DRAIN MANHOLE | STORM INLET | CATCH BASIN | CURB INLET | PAY PHONE | TELEPHONE BOX | TELEPHONE PEDESTAL | TELEPHONE MANHOLE | TELEPHONE POLE | TELEPHONE LINE | OVERHEAD TELEPHONE | UNDERGROUND TELEPHONE MARKER | CABLE TELEVISION | FIBER OPTIC CABLE | OVERHEAD CABLE | CABLE BOX | CABLE PEDESTAL | UNDERGROUND CABLE MARKER | TELECOMMUNICATIONS MANHOLE | TELECOMMUNICATIONS PEDESTAL | TRAFFIC POLE | TRAFFIC SIGNAL | TRAFFIC MANHOLE | TRAFFIC SIGNAL BOX | TRAFFIC VAULT | STOP SIGN | SIGN | DISTANCE NOT TO SCALE |
|-----------------|-------------------|---------------------|------------------|--------------------|--------------------------|---------------------------|------------------|-----------|------------------------|----------------|-------------------|-----------------|---------|------------------|---------------|-----------|-----------------|----------------|---------------|---------------------|---------------|----------|---------|-----------|-----------------|-----------|----------|------------|--------------|-------------------|-------------------|-----------------|-----------------------------------|------------------|----------------|--------------|-----------|------------------|------------|---------------|-------------|-------------|---------|---------------------|----------------------------|-----------------------|-----------|---------------|--------------------------|-----------------------|-------------|-----------|-----------|-------------------------|-------------|----------|--------------|------------------------|------------|-------|-----------------|---------------|-------------|------------|-----------|------------------|---------------------|-------------|-------------|------------|-----------|---------------|--------------------|-------------------|----------------|----------------|--------------------|------------------------------|------------------|-------------------|----------------|-----------|----------------|--------------------------|----------------------------|-----------------------------|--------------|----------------|-----------------|--------------------|---------------|-----------|------|-----------------------|



REVISIONS		AUTENRIETH LAND SURVEYS, LLC	PO BOX 80678 LANSING, MI 48917 517-763-3062 www.autis.com	PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 1, T4N, R3W, DELTA TOWNSHIP, EATON COUNTY, MICHIGAN		
10/09/2020	REVISE ROAD			JKA, BRS	Scale: 1" = 50'	Date: 08/09/20
10/26/2020	REVISE ROAD	JKA, BRS	Drawn: JKA	Checked: JKA	Job: B190143	

JEFFREY K. AUTENRIETH PS 31588



## **PRIVATE ROAD MAINTENANCE AGREEMENT FOR TRILLIUM DRIVE, AND THE PROPOSED RACHAEL LANE**

Future property owners along the proposed Rachael Lane are granted access, ingress and egress along both the proposed Rachael Lane and the existing Trillium Drive. They, and their successors and assigns, shall jointly maintain this Easement Property and shall share equally in the expenses associated with said maintenance, including, without limitation, snow removal and roadway surface improvements necessary to ensure access by fire and emergency equipment as provided for by Delta Township ordinance, rules and regulations—and to ensure the structural integrity and riding quality of the roadway surface.

The Grantor of this easement is specifically excluded from sharing in said expenses.

The subsequent owners of all or parts of the land currently owned by the Grantor in both Eaton and Clinton Counties shall be liable for the above-described expenses.

These Private Roads are to be an easement associated with the land described for the use and benefit of the future parcel owners, and are to be an appurtenance to their benefited properties and run with the land.

The owners of these benefited parcels agree to indemnify and hold the Grantor harmless from any and all claims, debts, causes of actions or judgments, for any damage to any property, or injury to any person, which may arise out of the actions of the benefited property owners while using this Easement. This also applies to their agents, employees, representatives or contractors. This Provision shall survive any termination of this Agreement.

This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by all parties involved.

Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its known address. Either party may change their address by giving notice of the change or a new facsimile number to the other as provided in this section.

If any term, covenant, or condition of this Agreement, or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition



to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Any disputes under this conveyance shall be subject to the laws of the State of Michigan and the venue for any disputes shall be in Eaton County, Michigan.

\_\_\_\_\_  
Gary E. Fairfax, Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me, \_\_\_\_\_ (Print Name of Notary Public), this \_\_\_\_\_, 2020 by \_\_\_\_\_

\_\_\_\_\_  
State of \_\_\_\_\_, County \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

Supervisor Kenneth R. Fletcher  
Clerk Mary R. Clark  
Treasurer Dennis R. Fedewa  
Manager Brian T. Reed



Trustee Elizabeth S. Bowen  
Trustee Fonda J. Brewer  
Trustee Andrea M. Cascarilla  
Trustee Karen J. Mojica

Utilities Department

(517) 323-8570

To: Kenneth R. Fletcher and the Delta Township Board

From: Rick Kane, Utility Department Director

Date: December 21, 2020

Re: Purchase of Huber Strainpress Sludge Cleaner

On August 10, 2020, the Huber Strainpress Sludge Cleaner was introduced to the board during the Committee of the Whole discussion, proposing a 30-day free trial period before making a decision to purchase. The Board packet from the August 10<sup>th</sup> meeting is attached for reference.

After a thorough research process into ways to ease inorganic solids loads (rags) on our digester, we landed on the Huber Strainpress. We entered into a 30-day trial period on November 4, 2020. This trial started after a 3-day set-up and training period with a Huber technician. We are impressed with the ease of maintenance on this unit, as well as the companies support and availability of parts.

The press is removing about a yard of rags every other day, which would equate to almost two hundred yards of material over the course of a year. This would not only be a significant improvement in digester gas production and quality of bio-solids for land application, but more importantly allow for a safer operation of the anaerobic digesters. Lastly, this will allow for a quicker, safer, and more cost-efficient cleaning and inspecting of our 4 digesters.

We encourage the purchase of the Huber Strainpress for use now and recommend implementation into our new plant design.

***I offer the following motion:***

***“I move that the Delta Township Board approve the purchase of one (1) Huber Strainpress Sludge Cleaner from Huber Technology, Inc. in the amount of \$107,800.00.***

***I further move that the Township Manager be authorized and directed to sign the purchase authorization forms.”***

**Billing Address**

Delta Charter Township  
7710 W. Saginaw  
Lansing, MI 48917  
UNITED STATES

**Delivery Address**

Delta Township Utility Dept.  
7000 W. Willow  
Delta Township Utility Dept.  
Lansing, MI 48917  
UNITED STATES

**INVOICE**

**Invoice No:** II10004654  
**Invoice Date:** Dec 7, 2020  
**Customer No:** 122962

Order No: 73006285  
Project: Delta Township, MI  
Order Date: Sep 2, 2020  
Your Reference: 6697

Date printed: Dec 7, 2020  
Our Reference: Matthew Mastin  
Phone: +1-704-990-2051  
Fax:  
Email: matt.mastin@hhusa.net

Pos	Quantity	Unit	Description	Price USD	Total USD Tax (%)
1	pcs		HUBER Sludgecleaner Strainpress® 290  (Invoiced after 30 Day Trial period)	107,800.00	107,800.00 0%
<b>Total net</b>				<b>USD</b>	<b>107,800.00</b>
<b>Total gross</b>				<b>USD</b>	<b>107,800.00</b>

Terms of payment: 30 days net  
Pay Due: Jan 6, 2021

Supervisor Kenneth R. Fletcher  
Treasurer Howard A. Pizzo  
Clerk Mary R. Clark  
Manager Brian T. Reed



Trustee Fonda J. Brewer  
Trustee Andrea M. Cascarilla  
Trustee Dennis R. Fedewa  
Trustee Karen J. Mojica

Utilities Department

(517) 323-8570

To: Supervisor Kenneth R. Fletcher and the Delta Township Board

From: Rick Kane, Utility Department Director

Date: August 10, 2020

Re: Huber Sludge Cleaner

We are all aware of the problem that “Flushables” have created in our sewer system and sewage treatment process. Our current screening equipment was not designed to remove these types of products. Late last year, we spent nearly \$180,000 cleaning our primary digester. Our 35’ primary digester is currently clogged with materials and the 50’ primary (cleaned in 2019) is already beginning to collect rags again (we have four digesters in total). With the cleaning last year, we were able to see the effects of these products getting through our screening equipment and ending up in our digester. We have been actively looking for better ways to remove these products and protect our digesters. The use of these materials has been proliferating despite public education efforts, and has increased with even more intensity during the Covid-19 crisis.

The first step at removing more debris would be to rebuild our headworks and install finer bar screens, which will be addressed in Phase 1 of our Major Capital Improvement project.

Although better screening at the head end of the plant will help remove more of the flushables, screening of the sludge before it goes to the digester will further help to reduce the amount of paper products that get into the digester. As we have been researching this problem and searching for solutions, we located a device that we believe will accomplish this, the Huber Sludge cleaner Strainer Press. See attached.

The Huber Sludge cleaner is an enclosed vessel that screens the sludge and automatically cleans and dewateres the debris from the screen for disposal. HESCO is the local representative for Huber, we have been working with their engineer Glenn Hummel for proper design criteria for our application.

Huber has offered a free test run of one of their sludge cleaners to see if it performs as expected in our treatment plant. If we are pleased with the press, we can then purchase it or send it back if not satisfied.

I feel that this test offer would be a very good chance for us to evaluate the sludge cleaner for our current problem and if we are satisfied with the operation of the press we could then incorporate it into the Capital Improvement Project Design. If it works as expected, it will also give us significant relief in the next 3-4 years prior to the finer bar screens being installed, and will continue to provide significant benefit after. Tetra Tech, who originally turned us onto this idea has reviewed and agreed it is a good option to demo.

Through our search process we also reached out to other reputable manufacturers such as Hamlett Engineering, Trident Press and Vincent Press, to see if they could supply a fully enclosed automatic press, but they were unable to do so.

The cost of the Huber Sludge Cleaner is \$143,000.00, Delta Township staff will complete the installation at a cost of \$5,000.00 for fittings and valves that will be required to cut into our existing sludge lines to install the unit.

Given the cost of the sludge cleaner and the expectation that we would purchase at the end of the demo period given positive results, we wanted to make the board aware of these efforts. I recommend proceeding with Huber's offer of a free test run, and if the unit performs as expected, then purchasing the unit. We would expect to make a decision sometime in the fall after a month or so demo period and would expect purchase sometime later in the year or early next year.

**Summary of events leading up to the equipment selection process:**

We are all aware of the problem that “Flushables” have created in our sewer system and sewage treatment process. Our current screening equipment was not designed to remove these types of products. Since cleaning our digester last year, we were able to see the effects of these products getting through our screening equipment and ending up in our digester. We have been actively looking for better ways to remove these products and protect our digesters. The first step at removing more debris would be to rebuild our headworks and install finer bar screens, this will be addressed in our Major Capital Improvement project.

Although better screening at the head end of the plant will help remove more of the flushables, screening of the sludge before it goes to the digester will further help to reduce the amount of paper products that get into the digester. As we have been researching this problem and searching for solutions, we located a device that we believe will accomplish this, the Huber Sludge cleaner Strainer Press. See attached.

The Huber Sludge cleaner is an enclosed vessel that screens the sludge and automatically cleans and dewateres the debris from the screen for disposal. HESCO is the local representative for Huber, we have been working with their engineer Glenn Hummel for proper design criteria for our application.

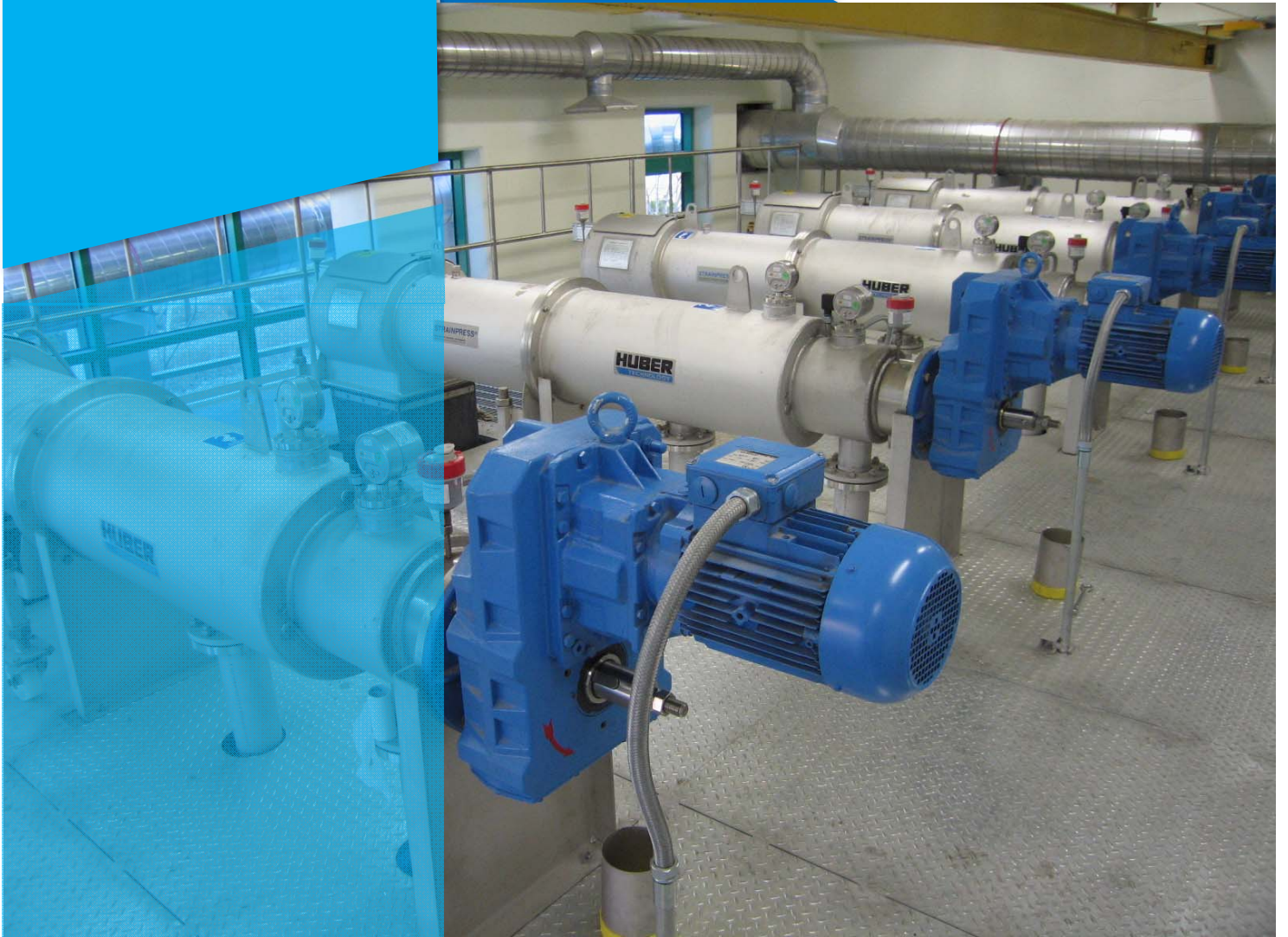
Huber has offered a free test run of one of their sludge cleaners to see if it performs as expected in our treatment plant. If we are pleased with the press, we can then purchase it or send it back if not satisfied. I feel that this test offer would be a very good chance for us to evaluate the sludge cleaner for our current problem and if we are satisfied with the operation of the press we could then incorporate it into the Capital Improvement Project.

Through our search process we also reached out to Hamlett Engineering, Trident Press and Vincent Press, to see if they could supply a fully enclosed automatic press, but they were unable to do so.

The cost of the Huber Sludge Cleaner is \$143,000.00 plus an additional \$5,000.00 for fittings and valves that will be required to cut into our existing sludge lines to install the unit, our staff will complete installation.

I would like to proceed with Huber’s offer of a free test run, and if the unit performs as expected, then we would like to purchase the unit.





## Budgetary Proposal

**Huber Technology, Inc.**  
1009 Airlie Pkwy  
Denver, NC 28037  
Office 704-949-1009  
Fax 704-949-1019

**Project:** Lansing, MI  
**Equipment:** Strainpress Sludge Cleaner SP 290  
**Proposal Date:** June 11, 2020  
**Revision:** 1

# Scope of Supply



## Strainpress Design Information

### Sludge Type

Design Feed Rate

Inlet Sludge Concentration

Design Hydraulic Loading (per unit)

Maximum Hydraulic Loading (per unit)

Alternate Hydraulic Loading (per unit)

Typical Inlet Pressure

Headloss @ Design Flow Rate

Estimated Screenings Dryness

Maximum Screenings Removal Rate

Maximum Air Requirement

ANSI Sludge Inlet Diameter

ANSI Screened Sludge Outlet Diameter

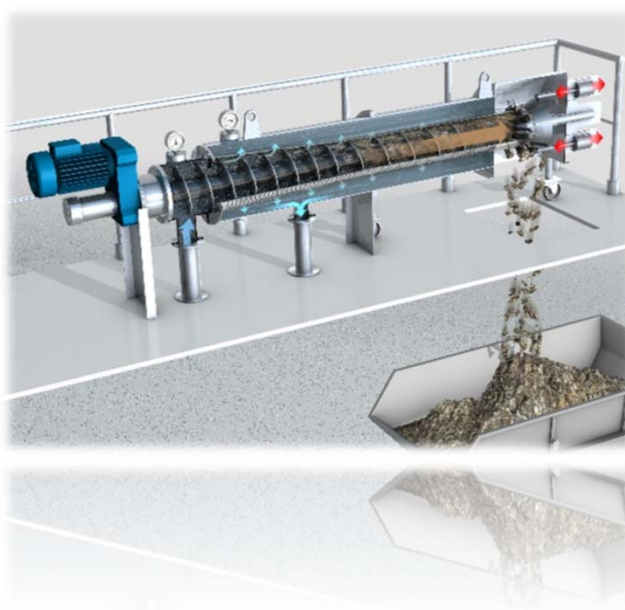
ANSI Dewatering Zone Outlet Diameter

Approximate Empty Weight

Approximate Loaded Weight

### Strainpress Technical Data

Primary Sludge	
80	gpm
1.00	% TS
80	gpm
440 @ 1%	gpm
375 @ 2%	gpm
17.0	psi
6.0	psi
35-45	% DS
35	ft <sup>3</sup> /hr
102	psi
6	inch
6	inch
--	lbs
1,520	lbs
2,420	lbs



## Strainpress Details

### Model Strainpress SP 290

Quantity	1
Frame Material	304L stainless steel construction; pickled and passivated in acid bath
Screen Size	Conical screening basket, 5mm perforation
Auger	304L SS stellite tipped screening zone screw for wear protection
Pressure Sensor	IFM pressure sensor
Moisture Sensor	Baumer moisture sensor
Motor Data	5.0 HP, 480 VAC, 3ph, 60 Hz, S.F. 1.15
Supports	304L stainless steel
Anchor Bolts	M12, 316L
Control Panel(s)	NEMA 4X stainless steel enclosure, Allen Bradley MicroLogix PLC Allen Bradley PanelView 800, 4-inch color OIT Preprogrammed and factory tested Pneumatic control panel for pneumatic end cone



# Pricing



EQUIPMENT	QUANTITY	PRICE
Strainpress SP 290	1	Included
Control Panel	1	Included
Manufacturer's Services & Freight	4 days & 1 trips to site	Included
<b>TOTAL (USD):</b>		<b>\$143,000</b>

Thank you for your interest in Huber Technology, Inc.'s Strainpress Sludge Screening unit. If you have any questions, please do not hesitate to contact our Regional Sales Director or our local sales representative.

## Huber Sales

Name: Steve Franks  
Title: Regional Sales Director - Southeast  
Phone: 704-330-9378  
Email: Steve.Frank@hhusa.net

## Representative

Firm: HESCO  
Name: Glenn Hummel  
Phone: (586) 214-9647  
Email: glenn.hummel@hesco-mi.com

# Technical Clarifications

1. Equipment specification is available upon request.
2. If there are site-specific hydraulic constraints that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system.
3. Electrical disconnects required per local NEC code are not included in this proposal.
4. Huber Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment whichever occurs first.
5. Budget estimate is based on Huber Technology's standard equipment and is quoted in USD unless otherwise stated.
6. Huber has estimated the Control Panel cost based Huber's standard control panel configuration. Huber reserves the right to change the scope, price, and delivery times at time of bid based on the final plans and specifications.

07-13-14

#### Huber Reference

I spoke with Sam Lieven, Wastewater and Energy Supervisor for the City of Milwaukee Jones Island Treatment Plant, where they have six Huber Sludge Cleaners in operation.

Sam spoke highly of the units and indicated that they have had them for six years. He said cone pressure and the screw tolerance are critical to ensure proper operation. The screw and the screen do wear out, and most of their units have been rebuilt once in six years. The rebuild is pricy, costing approximately \$30,000. They pump primary sludge continuously at a rate of 120 GPM to 400 GPM, and from that, they remove 1-2 yards of rags on a normal day and can fill a 21-yard hopper in 24 hours during high flow. He said their bar screens collect most of the flushables now and that the Huber removes the smaller particles.

They also have Huber Bar Screens ¼" that they are very impressed with, he said they are very well built.

He invited us over for a tour.

Mike

## Holly Stanley

---

**From:** Glenn Hummel <glenn.hummel@hesco-mi.com>  
**Sent:** Wednesday, June 10, 2020 11:23 AM  
**To:** Mike McKane  
**Subject:** FW: Delta Twpl Huber Sludge Cleaner

Mike –

Good news! I'm stoked.

Basically, here's the gig. I got them to offer their DEMO unit free of charge. Process would be: You use it and confirm/decide it is a good fit for the application, then order a new unit for permanent install.

On your notes about air compressor, and the normal motor. Noted. I've got a revised proposal being prepared with those changes incorporated.

This work for you?

Want to schedule that demo unit?

-Glenn

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**From:** Mike McKane <[MMcKane@deltami.gov](mailto:MMcKane@deltami.gov)>  
**Sent:** Tuesday, June 9, 2020 10:44 AM  
**To:** Glenn Hummel <[glenn.hummel@hesco-mi.com](mailto:glenn.hummel@hesco-mi.com)>  
**Cc:** Rick Kane <[RKane@deltami.gov](mailto:RKane@deltami.gov)>; Dave DHaene <[DDHaene@deltami.gov](mailto:DDHaene@deltami.gov)>  
**Subject:** Delta Twpl Huber Sludge Cleaner

Hi Glen, I hope you and your family have remained healthy through all of this stuff.

I am trying to get the Huber Sludge Cleaner project up and moving forward again, and just wanted to confirm where we left off in the process.

1. Did Huber ever agree to a trial period for us to install and run the machine to see if it performed as anticipated? **HUBER has a pilot unit to use free of charge to test the performance in lieu of a new strainpress.**
2. I believe it was decided that our plant air supply would be sufficient to operated the machine, so the air compressor could be taken off the quote? **Okay**
3. Also we were able to find a location that didn't require an explosion proof motor, so we should be good with the "normal" motor. **Excellent**

That is all I can remember at this time, if there are other issues that need to be addressed please let us know.

If there are no other issues could you please send a formal quote with those adjustments.

Thank you,  
Mike McKane



Manager's Office

(517) 323-8590

MEMO

To: Supervisor Kenneth R. Fletcher and the Delta Township Board  
From: Brian Reed, Township Manager  
Date: December 21, 2020  
Subject: Annual Review and Adoption of the Delta Township Fee Schedule

The fee schedule is a dynamic document that is reviewed annually and can be amended other times if necessary.

Per the Manager's request, each department is asked to review the fee schedule for accuracy of current fees and recommendations for amendments. Additional fees have been added to this year's fee schedule and some existing fees have recommended modifications to reflect current conditions.

The fee schedule represents a user-friendly document hosting nearly all the township's fees.

The proposed changes are as follows:

- Pg. 1 – Elimination of Dog Licenses Credit Card Payment fee.
- Pg. 5 – The addition of UBD Application to Sign Variance Application.
- Pg. 6 – Addition of Background Investigations Charged Per Person was added to the fee schedule, as it had not been previously included.
- Pg. 10 – Modify Fall Deleafing to read mid-October through early December.
- Pg. 10 – The addition of an Electronics Recycling fee section.
- Pg. 11 – Site Plan Review Applications have been modified from sites less than 2 acres in size to sites 2 acres or less and sites 2 acres or greater in size to sites more than 2 acres.
- Pg. 13 – Increase ALS – Emergency Fee from \$700 to \$750. Elimination of ALS2 Non-Emergency. Addition of ALS – Treat No Transport (AMA) at \$475 and BLS Treat No Transport (AMA) at \$0 as outlined in the insurance fee schedules provided by AccuMed.
- Pg. 14 – Elimination of Water Capital Charge Fee Scheduled Based on Peak Gallon per Minute and replaced by Water Capital Charge Fee Scheduled Based on Meter Size.
- Pg. 14 – Addition of Water Capital Charge Fee Scheduled Based on Meter Size.
- Pg. 14 – Addition of Water Service Installation Charge for New Home Developments.
- Pg. 14 – Addition of Water Installation Charge for Existing Lots that is to be determined on a case-by-case basis.
- Pg. 14 – Addition of Fire Suppression Inspection Fee for Meters 2" and Above.
- Pg. 14 – Under Water Service Rates, modify Customer Charge to read Ready-to-Serve. Also decrease Ready-to-Serve rates based on meter size.

- Pg. 15 – Elimination of Special Rates for Miscellaneous or Special Services and Water from Hydrants.
- Pg. 15 – Increase in Metered Water Rates Inside the Twp. From \$24.30 to \$24.60/1,000 cubic feet.
- Pg. 15 – Elimination of the section titled Capital Sewer Charges.
- Pg. 17 – Addition of Sewer Capital Charge Fee Scheduled Based on Meter Size.
- Pg. 17 – Addition of Ready-To-Serve on the sewer side.
- Pg. 17 – Increase in Metered Sewer Rates inside the Twp. From \$34.38 to \$36.87/1,000 cubic feet.
- Pg. 17 – Addition of Unmetered Rates – Sewer Only Single Family.
- Pg. 17 – Addition of Unmetered Rates – Sewer Only Multi-Family & Commercial.
- Pg. 17 – Elimination of Winter Averaging and the addition of Summer Sewer Max Credit – Experience/No Experience.
- Pg. 18 – Addition of Water & Sewer Deferral on Capital/Installation Charge - Deferral interest rate at 3.5%.
- Pg. 18 – The thumb drive fee was added to the fee schedule, as it had not been previously included.

Therefore, I offer the following motion for the Township Board’s consideration:

***“I move that the Delta Township Board approve the amended Delta Township Schedule of Fees as provided.”***

**ACCOUNTING DEPARTMENT FEES**

<b>UTILITY BILLING</b>	
NSF [Non-Sufficient Funds]	\$10
Turn On/Off Water Services	\$25
<b>PROPERTY TAXES</b>	
Credit Card Payment	\$1.50 MIN Or 3%
E-Check	\$3
<b>CREDIT CARD PAYMENTS</b>	
Permit Fee Amount \$0-\$50	\$1.50
Permit Fee Amount \$50.01 - \$100	\$3
Each Additional \$100	\$3
<b>DOG LICENSES</b>	
Credit Card Payment	\$1.50
<b>BULK WATER</b>	
Re-Usable Card	\$10

**BUILDING DEPARTMENT FEES**

<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$3,000	\$70
\$3,001 to \$50,000	\$70 for the first \$3,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$1,000,000	\$375 for the first \$50,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000 to \$5,000,000	\$5,600 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 to \$10,000,000	\$23,600 for the first \$5,000,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to including \$10,000,000
\$10,000,001 and up	\$41,100 for the first \$10,000,000 plus \$2.20 for each additional \$1,000 or fraction thereof

<b>ALTERNATE FEE CALCULATION METHOD - [COMPARISON TO ABOVE RATES]</b>	
<b>Residential</b>	<b>Fee</b>
Main/Upper Floors	\$66 per square foot
Unfinished Basement	\$14.30 per square foot
Finished Basement	\$17.70 per square foot
Garage	\$20 per square foot
Plan Review	10% of permit fee
Pole Barn	\$14 per square foot
Porch Addition	\$33 per square foot

**Commercial**

**Building Valuation Calculation/Comparison:**

Building Value shall mean the value of construction as estimated by the Contactor or Property-owner. However, for determination of building value per square foot such value may be compared to the costs contained in the latest and most current “Building Valuation Data” as published by the International Code Council:

<http://productionpullzone.umz7izwbxixtqs4tn8wkvgdckqtq5y5tafr.netdna-cdn.com/wp-content/uploads/BVD-0616.pdf>

If the costs submitted by the contractor or property owner are not considered accurate, the published rates shall be used as the building value for permit purposes.

PLAN REVIEW FEES	
Residential/Accessory Buildings	10% of the Building Permit Fee
All Other Structures	50% of the Building Permit Fee

DEMOLITION PERMIT FEES	
Dwelling, Garage, Shed or Barn	\$50
Other Structures	\$100

MOVED STRUCTURES PERMIT FEE	
Private Garages, Sheds and Barns	\$50
Dwellings	\$100

MISCELLANEOUS FEES	
Decks without roofs on existing single-family homes	\$70
Fences exceeding a height of 7 ft.	\$70
Re-roof of residential buildings & residential garages	\$70
Swimming pools, spas, hot tubs	\$70
Pre-manufactured church classroom or office unit	\$100/unit
<b>Special inspections, such as, but not limited to:</b>	
State of Michigan License for Vehicle Dealers, Automotive Recyclers, Vehicle Part Dealers, etc.	\$200
Additional Inspection, per inspection	\$70
After hours Inspections	\$50/hr

PRE-MANUFACTURED HOUSING UNITS (P.D.U. = Per Dwelling Unit)	
One- and two-family homes, including mobile homes not located in mobile home parks	\$100 P.D.U.
Apartments and condominiums	\$200 P.D.U.
Hotels and/or Motels	\$200 P.D.U.
Mobile homes in mobile home parks	\$100 P.D.U.

BOARD OF APPEAL FEES	
Building, Mechanical, Plumbing, Electrical, and Sign	\$150

<b>LICENSE REGISTRATION</b>	
Electrical, Mechanical & Plumbing Contractors	\$15 every 3 years
Drain layer license fee	\$25 each year
Storm Drain permit fee	\$25 each new residence

**REFUND OF FEES**

Permit holders upon which work has not begun, may make written application for a refund of fees paid for such permits, provided such application is made by the same person who originally applied for such permit within 3 months of issuance. Upon verifying the facts in such cases, the Township shall refund all fees in excess of the minimum fee/application fee paid on Building, Electrical, Mechanical, Plumbing and Sewer permits, and all Sign Permit fees.

<b>MECHANICAL FEES</b>	
Application Fee (Includes 1 inspection)	\$70
New Residential Heating System (Includes vent, duct, & gas pip)	\$50
Gas/Oil Burning Equipment	\$30
Residential Boiler	\$30
Water Heater	\$5
Flue/Vent Damper	\$25
Solid Fuel Equipment	\$30
Gas Burning Fireplace/Log	\$30
Gas Piping (Each Opening)	\$5
Duct (Minimum Fee up to 250ft)	\$25
Duct (Over 250' per foot)	\$0.10
Process Piping (Minimum 50ft)	\$5
Process Piping (Over 50 ft. / per ft.)	\$0.10
Residential AC/Heat Pumps	\$30
Commercial Hood (Type I)	\$60
Commercial Hood (Type II)	\$30
Roof Top Units	\$45
Exhaust Ducts (Per Outlet)	\$5
Unit Heater	\$30
Air Handler	\$30
Air Handler Residential (With Other Appliance)	\$10
Commercial AC/Refrigeration	\$50
Fire Suppression System (1-60)	\$45
Fire Suppression (Heads over 60)	\$0.75
Other Appliances or Equipment	\$30
Investigation Fee (Late Permit)	\$100
Additional Inspection	\$70
Final Inspection	\$70
Registration for Contractors License	\$15



<b>PLUMBING FEES</b>	
Application Fee (includes 1 inspection)	\$70
Sewer (Sanitary 6" and greater)	\$25
Sewer (Sanitary less than 6")	\$15
Sewer Ejectors and Sumps	\$10
Fixtures: Water Connected Appliances & Devices	\$5
Water Heater	\$5
Sub Soil Drains/Storms	\$10
All Other Drains and Traps	\$10
Domestic Water Softener	\$5
Backflow Preventers	\$10
Water Service	\$10
Stacks Vents and Conductors	\$10
Water Distribution 3/4"	\$15
Water Distribution 1"	\$20
Water Distribution 1 1/4"	\$25
Water Distribution 1 1/2"	\$30
Water Distribution 2"	\$35
Water Distribution Over 2"	\$40
Grease Trap Oil/Sand Interceptor	\$10
Medical Gas System Base	\$50
Medical Gas (Per Outlet)	\$5
Investigation Fee (Late Permit)	\$100
Additional Inspection	\$70
Final Inspection	\$70
Registration for Contractor's License	\$15

<b>ELECTRICAL FEES</b>	
Application Fee (includes 1 inspection)	\$70
Service through 200 Amps	\$25
Service Over 200 through 600 Amps	\$30
Service Over 600 Amps through 800 Amps	\$45
Service Over 800 Amps through 1000 Amps	\$60
Service Over 1,000 Amps	\$0.10/Amp
Circuits	\$7
Lighting Fixtures – per 25	\$15
Dishwasher / Disposal	\$8
Furnace – Unit Heater	\$8

**Delta Township**  
**December 2020 DRAFT**

Power Outlets (e.g., Range/Dryer)	\$10
Feeders (Per 50 feet)	\$15
Air-Conditioning unit	\$10
Units up to 20 KVA or HP	\$10
Units 21 - 50 KVA or HP	\$20
Units Over 50 KVA or HP	\$30
Data/Telecom Outlets 1-19 (Each)	\$5
Data/Telecom Outlets 20-300	\$100
Signs – Unit	\$20
PV Solar Panels (Per Module)	\$5
Fire Alarms – up to 10 Devices	\$75
Fire Alarms – 11-20 Devices	\$150
Fire Alarms – Each Device over 20	\$7
Swimming Pool or Hot Tub	\$25
Conduit or Grounding Only	\$45
Energy Temperature Control	\$50
Generator	\$25
Special/Safety Inspection	\$50
Investigation Fee (Late Permit)	\$100
Additional Inspection	\$70
Final Inspection	\$70
Registration for Contractors License	\$15

<b>SIGN FEES</b>	
Wall Signs (Each Sign - Max 2 Walls), Projecting Signs, & Marquee Signs	\$30
Ground, Pole, Expressway Signs & Billboards	\$65
Temporary Sign (Only 1 at a time – Max 5 times per year for 9 days)	\$50
***Refundable Bond*** Temporary Trailer/Mobile Signs	\$150
Sign Variance Application & UBD Application	\$150

<b>RENTAL PROPERTY FEES</b>	
Rental Property per Building Fee	*\$205
Rental Property per Unit Registration Fee	\$20
Rental Property Late Fee (Plus Civil Infraction Fines)	\$45
Rental Property Re-inspection Fee (after 1 <sup>st</sup> inspection)	\$45
Trades Inspection (when deemed necessary – per inspector)	\$45
No-Show/Re-Inspection fee	\$45

*\*eligible for a 10% rebate for properties that pass with only one inspection*

**Delta Township**  
**December 2020 DRAFT**

<b>Drains</b>	
Storm Drain Connection Permit	\$25

<b>Sanitary Building Sewers</b>	
Sewers Application for a License (Collected only if working in Delta at time of permit)	\$25 Annually
Application fee for a permit	\$70

<b>Sewer Permit Fees</b>	
Sewer (less than 6")	\$15
Sewer (sanitary 6" and greater)	\$25

**Exception:** Sanitary sewer permits issued to State of Michigan licensed master plumbing contractors shall have fees as required under the current Michigan Plumbing Code, as amended by the State of Michigan.

***CLERK'S OFFICE FEES***

Stationary Vendor License (includes up to <b>five</b> background investigations)	\$ 450
Door-to-door Vendor License (includes up to <b>five</b> background investigations)	\$200
<b>Additional Background Investigations charged per person</b>	<b>\$20</b>
Vendor License Renewal (if within 6 months of original license)	\$100
"Going Out of Business" sales license (Set by State Statute)	\$50
Amusement Fee – Non-Refundable Application/License Fee (set by Board but issued by Clerk) 6-33(a)	*\$500
Amusement License Fee - 6-33(b)	\$200 per day
Exotic Cabaret Fees and Expiration Date - 6-53	\$100
Non-Resident Notary Fee Per Signature (free for residents)	\$10
Passport Picture Fee	\$12

*\*Some tax-exempt organizations may be exempt from amusement fees*

***CEMETERY FEES***

*Fees in this section are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.*

<b>GRAVE OPENING &amp; CLOSING</b>			
<b>Regular</b>	<b>Infant/Cremation</b>	<b>Columbarium</b>	
\$950	\$200	\$100	Weekdays before 4:00 p.m.
\$1,300	\$550	\$450	Saturdays before 3:00 p.m.
<ul style="list-style-type: none"> <li>Regular burial rate includes complete cemetery set up with tent and set and seal. Above ground seal vaults must make special arrangements for set and seal.</li> <li>Cremains rate includes required cremains vault.</li> <li>Add \$60 for infant &amp; cremains burial utilizing tent set up.</li> <li>Arrival after 3:00 p.m. shall be assessed an additional \$100</li> </ul>			

**DISINTERMENTS**

Two times appropriate opening & closing fee.

PLOT FEES				
Regular Burial Plots		Designated Cremains	Columbarium	
Resident	\$600	\$300	Row 1 & 2	\$800
Row 3	\$700			
Row 4	\$600			
Non-Resident	\$900	\$450	Row 1 & 2	\$950
Row 3	\$850			
Row 4	\$750			

**FOUNDATIONS**

\$.35 per square inch (Minimum charge in effect of \$70).

**TRANSFER FEE – RESIDENT/NON-RESIDENT RATE & PERPETUAL CARE**

Charge of \$50 per burial rights certificate, plus difference in rate status (resident vs. non-resident), if applicable. Perpetual Care fee also must be paid at time of transfer if plots were originally purchased prior to July 1, 1986 when Perpetual Care was established.

All sections except designated cremation & columbarium			
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>			
No. of Plots Purchased	Lots (65%) 101-000-000-6430	Perp. Care (35%) 711-276-000-6750	Total Sale
<b>Resident of Delta Township</b>			
1 Plot	\$390	\$210	\$600
2 Plots	\$780	\$420	\$1,200
3 Plots	\$1,170	\$630	\$1,800
4 Plots	\$1,560	\$840	\$2,400
5 Plots	\$1,950	\$1,050	\$3,000
<b>Non-Resident</b>			
1 Plot	\$585	\$315	\$900
2 Plots	\$1,170	\$630	\$1,800
3 Plots	\$1,755	\$945	\$2,700
4 Plots	\$2,340	\$1,260	\$3,600
5 Plots	\$2,925	\$1,575	\$4,500

**Delta Township**  
**December 2020 DRAFT**

<b>Cremaains Section Only (includes 2 plots per lot) – Delta Center &amp; Hillside</b>			
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>			
<b>Resident of Delta Township</b>			
1 Lot	\$195	\$105	\$300
2 Lots	\$390	\$210	\$600
3 Lots	\$585	\$315	\$900
4 Lots	\$780	\$420	\$1,200
5 Lots	\$975	\$525	\$1,500
<b>Non-Resident</b>			
1 Lot	\$292.50	\$157.50	\$450
2 Lots	\$585	\$315	\$900
3 Lots	\$877.50	\$472.50	\$1,350
4 Lots	\$1,170	\$630	\$1,800
5 Lots	\$1,462.50	\$787.50	\$2,250
<b>Columbarium Section Only (included 2 plots per lot) – Delta Center</b>			
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>			
<b>Resident of Delta Township</b>			
Row 1	\$520	\$280	\$800
Row 2	\$520	\$280	\$800
Row 3	\$455	\$245	\$700
Row 4	\$390	\$210	\$600
<b>Non-Resident</b>			
Row 1	\$617.50	\$332.50	\$950
Row 2	\$617.50	\$332.50	\$950
Row 3	\$552.50	\$297.50	\$850
Row 4	\$487.50	\$262.50	\$750

<b>Scatter Garden Hillside Cemetery</b>	
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>	
Scatter Garden Fee (Includes a bronze plate for placement on granite memorial stone)	\$150
Optional Planting Fees:	
Rose Bush	\$100
Flowering Tree	\$200
Tree	\$500

***PARKS AND RECREATION DEPARTMENT FEES***

*Fees in this section are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.*

<b>PARKS STRUCTURE RENTAL FEES</b>	
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>	
<b>Sharp Park Shelter (72 Occ), Delta Mills Park Shelter (80 Occ), and Grand Woods Park Shelter (80 Occ) (May 1 through September 30)</b>	
Delta Resident Half Day (10 a.m. to 3 p.m. - or - 4 p.m. to 9 p.m.)	\$50

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Non-Resident Half Day (10 a.m. to 3 p.m. - or - 4 p.m. to 9 p.m.)	\$60
Delta Resident Full Day (10 a.m. to 9 p.m.)	\$80
Non-Resident Full Day (10 a.m. to 9 p.m.)	\$100
<b>Grand Woods Park Pavilion (100 Occ) (May 1 through September 30)</b>	
Delta Resident Half Day (10 a.m. to 3 p.m. - or - 4 p.m. to 9 p.m.)	\$75
Non-Resident Half Day (10 a.m. to 3 p.m. - or - 4 p.m. to 9 p.m.)	\$85
Delta Resident Full Day (10 a.m. to 9 p.m.)	\$130
Non-Resident Full Day (10 a.m. to 9 p.m.)	\$150

**Civic Groups & Schools\*** (Boy & Girl Scouts, Lions Club, Jaycees, etc.)

\*Waverly and Grand Ledge District Schools Only (school events only)

- Free use on weekdays (regardless of residency)
- Resident rate on weekends (regardless of residency)

**Church Groups**

- Free use on weekdays if the church is located within Delta Township
- Resident rate on weekdays for non-resident churches
- Normal rates apply on weekends

**Ball Diamonds**

One ball diamond may be booked along with the shelter at Delta Mills Park or Sharp Park for no additional fee. Ball diamonds are booked for a two-hour time slot on the odd hours and do not include bases, lines or any other field preparations. Time slots available for weekend rentals are 9 a.m.-11 a.m., 11 a.m.-1 p.m., 1 p.m.-3 p.m., 3 p.m.-5 p.m., 5 p.m.-7 p.m. or 7 p.m.-9 p.m. Time slots available for weekday rentals are 5 p.m.-7 p.m. or 7 p.m.-9 p.m. You may only book a ball diamond two weeks in advance for weekday rentals.

<b>COMMUNITY CENTER RENTAL FEES</b>			
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>			
<b>Day</b> (The building is in use throughout the week so it is not available on week days other than Fridays.)	<b>Session</b> (Max occupancy times allowed including set-up and take-down.)	<b>Rental Fee for Delta Resident</b>	<b>Rental Fee for Non-Resident</b>
Saturday/Holiday	8 a.m. - 1 a.m.	\$400	\$500
*Saturday extension (discounted Friday)	12 p.m. - 1 a.m.	\$145	\$195
Sunday	11 a.m. - 12 a.m.	\$285 **\$400	\$335 **\$500
Friday	12 p.m. - 1 a.m.	\$265 **\$400	\$315 **\$500

\*When booking a Saturday, the Friday prior is offered at a discount if the date is available, unless it is a holiday. If it is a holiday, the holiday fee will be charged.

\*\*Holidays are any National holidays as well as dates that Delta Township offices are closed and Christmas Eve and New Year's Eve.

<b>ENRICHMENT CENTER ACTIVITY ROOM RENTAL FEES</b>			
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>			
<b>Day</b> <i>(The building is in use throughout the week so it is not available on week days other than Fridays.)</i>	<b>Session</b> <i>(Max occupancy times allowed including set-up and take-down.)</i>	<b>Rental Fee for Delta Resident</b>	<b>Rental Fee for Non-Resident</b>
Friday	4 p.m. – 11 p.m.	\$180	\$240
Saturday	11 a.m. – 11 p.m.	\$250	\$310
Sunday	11 a.m. – 11 p.m.	\$250	\$310
Holidays	11 a.m. – 11 p.m.	\$250	\$310

*Holidays are any National holidays as well as dates that Delta Township offices are closed and Christmas Eve and New Year's Eve.*

<b>RECYCLING FEES</b>	
<i>These fees are currently set by the Parks, Recreation and Cemeteries Commission and are subject to change.</i>	
<b>2021 Rates</b>	
Yard Waste	\$1.25 per 30-gallon paper bag or \$8.50 per cubic yard
Vehicles	Based on Average Approximate Depth S10 Pickup – \$12 level load (1.4 cubic yard) Full Size Pickup – \$23 level load (2.7 cubic yard) Mini Van w/open back – \$8.50 per foot (1 cubic yard)
Trailers	4' x 6' – \$6 per foot (.9 cubic yard/foot) 4' x 8' – \$8 per foot (1.2 cubic yard/foot) 5' x 8' – \$10 per foot (1.5 cubic yard/foot) 6' x 10' – \$15 per foot (2.2 cubic yard/foot)
Electronics	\$0.50 per pound
Items Containing Freon	\$20 per item
Carbon Monoxide/Smoke Detectors	\$30 per item
Fall Deleafing	Free to Residents <b>mid-October 14</b> through <b>early December 2</b> Non-Residents yard waste fees apply

<b>Electronics Recycling</b>	
PCs, Laptops, Servers	\$0.50 per pound
Printers, Fax Machines, Scanners	\$0.50 per pound
LCD, Flat Panel, Plasma, LED TVs & Monitors	\$0.50 per pound
Household & Misc. Electronics	\$0.50 per pound
Refrigerants	\$20 flat rate/per unit
Carbon Monoxide & Smoke Detectors	\$30 flat rate/per unit
CRTs (old style, boxy shaped TVs and monitors)	
7-11"	\$10 per unit
12-16"	\$14 per unit
17-18"	\$21 per unit
19-22"	\$36 per unit
23-25"	\$42 per unit
26-30"	\$49 per unit
31-37"	\$65 per unit
38" +	\$85 per unit

***PLANNING DEPARTMENT FEES***

Rezoning Application		\$800
Special Land Use Permit Application:		
(Regular SLU Permit)		\$800
(SLUs for home occupancy & group day care)		\$125
(Extension of an existing SLU Permit)		\$200
(SLU Permit & Rezoning on 1 parcel)		\$1300
Zoning Variance Application		\$350
Sidewalk Variance Application		\$265
Zoning Ordinance Text Amendment		\$275
Appeal of Zoning Administrators decision & interpretations		\$150
Zoning Verification Letters	(\$50 min plus \$25/hr. over 2 hours)	\$50
Lot Split Application (Subdivision)	(parent parcel & 1 split, \$25 added splits)	\$150
Land Division Application (Metes & Bounds)	(parent parcel & 1 split, \$25 added splits)	\$100
Site Plan Review Applications	(sites less than 2 acres in size)	\$200
	(sites 2 acres or greater in size)	\$500
Subdivision Plat Applications:		
Tentative Primary Plat		\$300 (+\$10/lot)
Final Preliminary Plat		\$120 (+\$10/lot)
Final Plat		\$300
Tent Permit Applications:		
For Tents under 200 sqft.		\$30
For Tents 200 sqft. and greater		\$50
Special Transitory Food Units (Food Trucks) Fees:		
30 Day Application		\$75
120 Day Application		\$300
Private Road Permit Application		\$150
Collection Bin Fees:		
Original Application Fee (Per Bin)		\$125
Annual Renewal Fee (Per Bin)		\$100
Sticker Replacement Fee (Per Bin)		\$10

***ENGINEERING DEPARTMENT FEES***

<b>PRIVATE WELL LICENSING FEES</b>	
Original Private Well License	\$280
Renewal Private Well License	\$70



## FIRE DEPARTMENT FEES

Emergency Services and Haz-Mat incidents shall be billed in accordance with the following fee schedule, which covers personnel and apparatus.

For Vehicle Accidents and Vehicle Fires the following shall apply:	
Vehicle accident-basic (which may include, apparatus blocking/traffic redirection, extrication, scene safety, environment stabilization or clean-up)	\$250
Vehicle Fire – basic (fires requiring suppression by fire service, 1 hour or less in duration)	\$250
<ul style="list-style-type: none"> <li>• Auto accidents and vehicle fires that exceed 1 hour are subject to additional charges in accordance with the fee schedule</li> <li>• Incidents other than vehicle accidents and vehicle fires will be billed in accordance with the fee schedule</li> </ul>	

**PERSONNEL:** Personnel costs shall be calculated as the actual labor expenses including eligible backfill and over-time rates in accordance with the fire department's pre-existing labor contracts and pay schedules. In the event the incident requires that the Delta Township Fire Department utilize fire, police and public service or other mutual aid agreements, the Delta Township Fire Department will recover costs for other agencies. These costs will consist of the actual labor expenses including eligible backfill and overtime rates in accordance with the mutual aid agencies actual labor expenses including eligible backfill and overtime rates. Mutual aid fire equipment will be billed at the rates contained in this fee schedule. Non-fire equipment will be billed at the provider's rates.

**EMERGENCY PERSONNEL FROM OTHER DISTRICTS:** In the event emergency personnel from a mutual aid agency are utilized, the rate shall be based on the fee schedule listed below, which is subject to review as needed by the Township Board.

**APPARATUS:** Costs shall be calculated according to the following schedule: mileage and fuel rates are included in the hourly equipment rates (1 hour minimum) Costs for fire mutual aid agencies will also be calculated using this schedule. Additional non-fire department equipment shall be compensated according to that agency, department, or private contractor's schedule of charges.

APPARATUS FEES	
Fire Engine	\$250/hr.
Ladder Truck	\$250/hr.
Ambulance Standby	\$125/hr.
<i>In the event of an actual transport of a patient to a medical facility, the patient will be billed</i>	
Water Tenders	\$125/hr.
Brush Engines and/or All-Terrain Vehicles (ATVs)	\$225/hr.
Support Units	\$50/hr.
<i>These are supplemental units in support of the hazardous materials unit, i.e.: air unit, mobile command posts, etc.</i>	
Hazardous Materials Unit	\$225/hr.
Crash - Specialized aircraft crash unit	\$225/hr.
Rescue Unit	\$120/hr.
<i>Equipped for special rescue operations such as heavy rescue units, confined space rescue units, etc.</i>	

**MILEAGE RATES:** Mileage is paid for vehicles which are not eligible for hourly rate compensation. Payment rates are "wet rates" - All fuel, oil, insurance, maintenance, repair and other costs are included in the rate.

<b>MILEAGE RATES</b>	
Cars	\$.68/mile
Pick-ups	\$.90/mile
Command Units	\$.68/mile

**SUPPLIES:** Consumable supplies shall be billed at the actual replacement cost. General guidelines: All costs shall be submitted utilizing Delta Township Fire Department provided forms (see attached sample). Additional documentation shall be submitted if requested.

<b>AMBULANCE FEES</b>		
<b>Service Type</b>	<b>Resident Fee</b>	<b>Non-Resident Fee</b>
ALS - Emergency	\$750	\$750
ALS - Non-Emergency	\$600	\$600
ALS2 - Emergency	\$800	\$800
ALS2 - Non-Emergency	\$800	\$800
BLS - Emergency	\$500	\$500
BLS - Non-Emergency	\$400	\$400
ALS Treat No Transport (AMA)	\$475	\$475
BLS Treat No Transport (AMA)	\$0	\$0
Mileage	\$12.50 per loaded mile	\$12.50 per loaded mile
Oxygen	\$40	\$40

<b>INSPECTION FEES</b>	
<b>New Constructions Fees: (excluding single family dwellings)</b>	
The inspection fees are calculated at construction cost, or fraction thereof, up to \$500,000.	\$1 per \$1,000
The inspection fees are calculated at construction cost in excess of \$500,000.	\$0.50 per \$1,000
<b>Remodeling Existing Occupancy Fees (excluding single family dwellings)</b>	
The inspection fees are calculated at construction cost, or fraction thereof, up to \$500,000.	\$1.50 per \$1,000
The inspection fees are calculated at construction cost in excess of \$500,000.	\$1 per \$1,000

***EATON COUNTY SHERIFF'S DEPARTMENT FEES– Delta Sub-Station***

Medical Marihuana Caregiver License Application Fee	\$100
Renewal Application	\$50

**UTILITY DEPARTMENT FEES (Water & Wastewater)**

<b>Water Capital Charge Fee Scheduled Based on Peak Gallon per Minute:</b>	
<b>GPM</b>	<b>Charge</b>
5/8" Residential Meter	\$835
1" Residential Meter	\$1,670
Up to 100	\$3,340
101—160	\$6,800
161—300	\$13,360
301—500	\$23,380
501—1000	\$53,440

<b>WATER CAPITAL CHARGE FEE SCHEDULED BASED ON METER SIZE</b>		
<b>Meter Size</b>	<b>Capital Charge</b>	<b>Meter Set &amp; Inspection Fee</b>
5/8"	\$3,165.00	\$580.38
3/4"	\$3,165.00	Consult with Utility Dept.
1"	\$7,912.50	\$804.73
1.5"	\$15,825.00	\$1,433.94
2"	\$25,320.00	\$1,892.48
3"	\$47,475.00	\$2,538.69
4"	\$79,125.00	\$3,933.69
6"	\$158,250.00	\$6,433.11
8"	\$253,200.00	\$8,896.11
10"	\$363,975.00	\$11,296.11

**Water Service Installation Charge for New Home Developments: \$5211.00\***

\*This includes the capital charge, meter set & inspection fee, and a 10% administration fee for a standard 5/8" meter. This price will be adjusted up for any other sized meter.

Cost is based on 60-foot copper service. All service lines beyond 60 feet will incur an additional charge of \$12.00 per foot.

**Water Service Installation Charge for Existing Lots: To be determined** on a case-by-case basis by calling the Utility Department.

**Fire Suppression Inspection Fee (for 2" and above): \$500.00**

<b>WATER SERVICE RATES</b>		
<b>Monthly Charge for Meter &amp; Service Maintenance</b>	<b>Customer Charge</b>	<b>Ready-To-Serve</b>
<i>**Monthly rates based on pipe diameter</i>		
<b>Customer Charge</b>	<b>1.65 x current customer charge</b>	
Ready-To-Serve Water 5/8"	\$12.40	\$10.00
Ready-To-Serve Water 3/4"		\$10.00
Ready-To-Serve Water 1"	\$31.07	\$25.00
Ready-To-Serve Water 1 1/2"	\$62.10	\$50.00
Ready-To-Serve Water 2"	\$93.15	\$80.00
Ready-To-Serve Water 3"	\$211.13	\$150.00
Ready-To-Serve Water 4"	\$335.34	\$250.00
Ready-To-Serve Water 6"	\$764.70	\$500.00

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Ready-To-Serve Water 8"	\$800.00
Ready-To-Serve Water 10"	\$1,150.00
Ready-To-Serve Water Outside the Twp.	1.65 x current rate
Bulk Water	\$10.00/1,000 gal & \$10.00/card
Fire Hydrant Rental	\$70.00/Hydrant
Fire Hydrant Maintenance	\$70.00/Hydrant
Charge for Turn On/Off of Water Services	\$25.00
<del>Special rates for miscellaneous or special services</del>	<del>Service calls invoiced based on current materials, equipment, and labor costs</del>
<del>Water from hydrants</del>	<del>Invoiced current user rate plus cost of equipment and labor</del>
Metered Water Rates Inside the Twp.	\$24.60/1,000 cubic ft.
Metered Water Rates Outside the Twp.	1.65 x current water
Past due bills	10% of current bill
Returned (NSF) checks	\$10
Water Service Deposit	\$90

Utilities Violations & Penalties	Charge
Civil infraction – first offense	\$1,000
Civil infraction – second offense	\$2,500
Civil infraction – third offense	\$5,000
Industrial waste pretreatment (IWP) Fees	On a case-by-case basis

The following surcharge rates are for pollutants that fall within the adopted surcharge range, effective August 1, 2009, as authorized by subsection (C), surcharge rates, section 40-286 rates, chapter 40, utilities of the code of ordinances of the Charter Township of Delta:

Surcharge Rates:	Charge
Per pound of Ammonia-N (Ammonia Nitrate)	\$0.45
Per pound of Biochemical Oxygen Demand-S Day (BODS)	\$0.07
Per pound of Oil & Grease (vegetable & animal-based food sources)	\$0.23
Per pound of Total-P (Total Phosphorus)	\$4.58
Per pound of Total Suspended Solids (TSS)	\$0.35

<b>CAPITAL SEWER CHARGES</b>	
<del>Amusement/Gaming Rooms, Arcades (Minimum will not apply if structure is an addition to an existing business)</del>	<del>\$0.16 per square foot (Min. \$1,005)</del>
<del>Apartments</del>	<del>(See Multiples)</del>
<del>Auto Care Center— New &amp; Used Auto/Truck dealers, Auto repair, Muffler &amp; Rustproofing shops.</del>	<del>\$0.15 per square foot (Min \$1,005)</del>
<del>Bakeries/Retail (adjust after 1 year)</del>	<del>\$1.94 per square foot</del>
<del>Banquet Rooms (connected with bars and/or restaurants)</del>	<del>\$0.45 per square foot</del>
<del>Bars</del>	<del>\$1,005 plus \$1.56 per square foot</del>
<del>Beauty Shop, Barber Shop, Nail Salon</del>	<del>\$1,005 plus \$150.75 per sink</del>

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<del>Bowling Alleys</del>	<del>\$1,005 plus \$201 per lane</del>
<del>Car Wash—Manual Self-Service</del>	<del>\$2,010</del>
<del>Car Wash</del>	<del>Agreement executed between Township and Customer, estimate provided and rate adjusted after two years per Sec. 40-512(d).</del>
<del>Churches</del>	<del>\$0.0447 per square foot (Min \$1,005)</del>
<del>Clinics (Vets)</del>	<del>\$1,005 plus \$502.50 per examining room</del>
<del>Community Buildings</del>	<del>\$0.22 per square foot (Min. \$1,005)</del>
<del>Condominiums / Residential</del>	<del>\$1,005 for the first unit in each building plus \$591.80 for each additional unit</del>
<del>Duplex</del>	<del>\$1,005 for the first unit in each building plus \$591.80 for the second unit</del>
<del>Fire Stations</del>	<del>\$0.15 per square foot (Min. \$1,005)</del>
<del>Gasoline Service Stations with Convenience Stores</del>	<del>\$2,512.50 (2 1/2 units)</del>
<del>Gasoline Service Stations without Bays or Convenience Stores</del>	<del>\$1,256.25</del>
<del>Groceries &amp; Supermarkets</del>	<del>Agreement executed between Township and Customer, estimate provided and rate adjusted after two years per Sec. 40-512(d).</del>
<del>Health Spa (Adjust after one year)</del>	<del>\$0.97 per square foot (Min \$1,005)</del>
<del>Hospital (Typical)</del>	<del>\$1,005 plus \$753.75 per bed</del>
<del>Hospital (Convalescent Homes)</del>	<del>\$1,005 plus \$201 per bed</del>
<del>Hotels, Motels &amp; Dormitories (Not including on-site restaurants)</del>	<del>\$1,005 plus \$402 per rental unit</del>
<del>Ice Arena</del>	<del>\$0.78 per sq. ft. (Min \$1,005)</del>
<del>Industrial Users (Factories)</del>	<del>Agreement executed between Township and Customer, estimate provided and rate adjusted after two years per Sec. 40-512d</del>
<del>Laundromats (Self-Service)</del>	<del>\$1,005 plus \$502.50 per washer</del>
<del>Multiple Family Residences</del>	<del>\$1,005 for the first unit in each building plus \$469 for each additional one bedroom unit, \$591.80 for each additional two bedroom unit, and \$94.11 for each unit over two bedrooms.</del>
<del>Office Buildings—with the Exception: Office buildings with basements and/or attics used only for service to the building and/or storage and not containing offices are not included in the sewer capital charge fee, unless converted to office use.</del>	<del>\$0.22 per square feet (Min. \$1,005)</del>

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Public Parks	\$1,005
Restaurants—Limited Services—Serving non-alcoholic beverages with limited menus and limited seating (under 30) such as pizza take-outs, sandwich stores, donut shops, etc.	\$0.67 per sq. ft. (Min. \$1,005)
Restaurants Serving Non-alcoholic beverages	\$2.68 per sq. ft. (Min \$1,005)
Restaurants Serving Alcoholic Beverages	\$4.02 per sq. ft. (Min. \$1,005)
Schools	\$1,005 plus \$582.90 per classroom
Single Family Residence	\$1,005
Store (Retail)	\$0.11 per sq. ft. (Min \$1,005)
Theaters (Inside)	\$4.47 per seat (Min. \$1,005)
Mobile Home Parks	\$1,005 plus \$753.71 per trailer
Truck/Auto Rental & Leasing	\$0.22 per sq. ft. (Min. \$1,005)
Warehouse (offices in connection)	\$0.02791 per sq. ft. (Min. \$1,005)

Sewer Capital Charge Fee Scheduled Based on Meter Size:	
Meter Size	Charge
5/8"	\$2,429.00
3/4"	\$2,429.00
1"	\$6,072.50
1.5"	\$12,145.00
2"	\$19,432.00
3"	\$36,435.00
4"	\$60,725.00
6"	\$121,450.00
8"	\$194,320.00
10"	\$279,335.00

WASTEWATER	
Monthly Charge for Operation & Maintenance	Ready-To-Serve
<i>**Monthly rates based on pipe diameter</i>	
Ready-To-Serve Sewer 5/8"	\$2.50
Ready-To-Serve Sewer 3/4"	\$2.50
Ready-To-Serve Sewer 1"	\$6.25
Ready-To-Serve Sewer 1 1/2"	\$12.50
Ready-To-Serve Sewer 2"	\$20.00
Ready-To-Serve Sewer 3"	\$37.50
Ready-To-Serve Sewer 4"	\$62.50
Ready-To-Serve Sewer 6"	\$125.00
Ready-To-Serve Sewer 8"	\$200.00
Ready-To-Serve Sewer 10"	\$287.50
Metered Sewer Rates Inside the Twp.	<del>\$34.38</del> \$36.87/1,000 cubic feet
Metered Sewer Rates Outside the Twp.	1.65 x current sewer
Unmetered Rates – Sewer Only Single Family	\$30.95 monthly flat rate
Unmetered Rates – Sewer Only Multi-Family & Commercial	Adjusted monthly flat rate based on usage
Winter averaging	<del>\$24.30 current rate of 1,000</del> cubic feet

Summer Sewer Max Credit - Experience	Highest Average of 4 <sup>th</sup> & 1 <sup>st</sup> quarter
Summer Sewer Max Credit – No Experience	Current Sewer Rate x 1,000 cubic feet

<b>Water &amp; Sewer Deferral</b>	
Capital/Installation Charge Deferral Interest Rate	3.5%

***MANAGER’S OFFICE FEES***

Waiver from Noise Ordinance Application	\$50
Non-Resident Notary Fee Per Signature (free for residents)	\$10
Block Party Use of Road Barricade Deposit (refundable)	\$50

<b>FOIA Request Fees</b>	
Thumb Drive	\$10
Per Page	\$0.10
Actual Shipping / Mailing Costs	Varies
Hourly Labor Wage (if applicable)	

*NOTE: A charge may be made for actual mailing costs, copying charges, including labor and cost of sending, examination, review, and deletion and separation of exempt and non-exempt materials. The method of calculating the cost to provide public documents shall be based upon the hourly rate of the lowest paid full time, permanent clerical employee capable of retrieving the information necessary to comply with the request.*

Supervisor Kenneth R. Fletcher  
Clerk Mary R. Clark  
Treasurer Dennis R. Fedewa  
Manager Brian T. Reed



Trustee Elizabeth S. Bowen  
Trustee Fonda J. Brewer  
Trustee Andrea M. Cascarilla  
Trustee Karen J. Mojica

Assessing Department

(517) 323-8520

**MEMO**

**TO: Supervisor Kenneth R. Fletcher and the Delta Township Board**

**FROM: Ted Droste, Assessor**

**DATE: December 1, 2020**

**SUBJECT: Poverty Exemption guidelines for the 2021 Tax Year**

Pursuant to PA 390 of 1994 (MCL 211.7u) the adoption of guidelines for poverty exemptions are required of the Delta Township Board. In summary, "The principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation."

The attached guidelines allow us to administer a poverty exemption claim in a consistent and impartial manner. The Township has used similar guidelines to the attached document since 1994. These guidelines are now required to be annually adopted by the Township Board.

Therefore, I offer the following motion:

***"I move that the Delta Township Board adopt the resolution for Poverty Exemption Guidelines for the 2021 Tax Year."***





## **RESOLUTION FOR POVERTY EXEMPTION**

**WHEREAS**, the adoption of guidelines for poverty exemptions is required of the Delta Township Board; and

**WHEREAS**, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

**WHEREAS**, pursuant to PA 390 of 1994, the Township of Delta, Eaton County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, *Poverty Exemption Affidavit*.
- 3) File a claim reporting that the combined assets of all persons do not exceed the current guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

## Federal Poverty Guidelines Used in the Determination of Poverty Exemptions

Size of Family Unit	Poverty Guidelines
1	\$ 12,760
2	\$ 17,240
3	\$ 21,720
4	\$ 26,200
5	\$ 30,680
6	\$ 35,160
7	\$ 39,640
8	\$ 44,120
For each additional person	\$ 4,480

***NOW, THEREFORE, BE IT HEREBY RESOLVED*** that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

The forgoing resolution offered by Township Board Member \_\_\_\_\_ and supported by Township Board Member \_\_\_\_\_.

Upon roll call vote, the following voted:

“Aye”: \_\_\_\_\_

“Nay”: \_\_\_\_\_

The Township Clerk declared the resolution \_\_\_\_\_.

\_\_\_\_\_  
Mary Clark, Clerk Date

**DELTA CHARTER TOWNSHIP  
ASSESSING DEPARTMENT  
7710 W SAGINAW HWY  
LANSING, MI 48917  
(517) 323-8520**

**POVERTY EXEMPTION APPLICATION FOR 2021**

(UNDER MCL 211.7u - NEW REQUIREMENTS)  
**INCOME STANDARDS FOR 2021**

*It is recommended that you read this application before you fill it out. In some instances, you may not qualify.*

I/We, \_\_\_\_\_, being the owner(s) and resident(s) of the property listed below, desire to apply for tax relief under section 74 of the Michigan General Property Tax Act (which states, "The real property of persons who in the judgment of the assessor and board of review, by reason of Poverty, are unable to contribute towards the Public charges, are exempt for tax under this act.")

I/We also swear that this property is my, "Homestead property or Qualified Agricultural property," as defined in MCL 211.dd.

**POVERTY EXEMPTION REQUIREMENTS EFFECTIVE 1994**

PA 390 of 1994 states that the poverty exemption shall not be granted to property owned by a corporation.

Starting 1995, PA 390 of 1994 states that the **governing body** of the local assessing unit shall determine the policies and guidelines that the local assessing unit will use when deciding whether to grant poverty exemptions.

PA 390 requires that the poverty exemption guidelines include the asset levels of the entire household. The determination of the amount of the asset levels is left to the discretion of the local governing body. Local governing bodies are required by the Act to set income and asset levels for their poverty exemption guidelines.

In order to qualify for the poverty exemption, the claimant must meet **all** tests set by the local governing body.

PA 390 requires that local assessing units make available to the public their policies and guidelines for the granting of poverty exemptions. The Board of Review shall follow the policies and guidelines of the local assessing unit when granting or denying a poverty exemption. The same standards shall apply to each claimant in the unit for the assessment year.

PA 390 requires that the poverty exemption guidelines set by the governing body of the local assessing unit include income and asset level. The Act further requires that the income levels NOT be set lower than the federal poverty income standards.

**PARTIAL POVERTY EXEMPTIONS:**

Beginning in 1995, PA 390 of 1994 authorizes partial poverty exemptions. A partial poverty exemption is an exemption of only a part of the taxable value of the property rather than the entire taxable value.

**FILING FOR THE POVERTY EXEMPTION:**

In order to be eligible for the poverty exemption, the claimant must do all the following **on an annual basis**:

- 1) Own and occupy as a homestead the property for which the exemption is requested.
- 2) File a Claim with the supervisor/assessor or board of review after January 1, but before the day prior to the last day of the Board of Review on a form provided by the local assessing unit.
- 3) Provide Federal and State income tax returns for all persons residing in the homestead including any property tax credit returns.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is being requested, if requested.
- 6) Meet the federal poverty income standards adopted by the governing body of the local assessing unit.
- 7) Meet the asset levels set by the governing body of the local assessing unit.

A claimant may Request a Poverty Exemption and Appeal the Property's Assessment to the March of Review.

**FEDERAL POVERTY INCOME STANDARDS:**

The following are the federal poverty income standards that the United States Office of Management and Budget recommend that federal departments and agencies use. *Delta Charter Township* has adopted these Income Levels for the basis of granting "Poverty Exemptions." These amounts are adjusted annually.

*To be eligible for a poverty exemption in Delta Charter Township **FOR 2021 your income may NOT exceed these guidelines. If your income exceeds the levels listed below, you do not qualify for a Poverty Exemption:***

1 person.....	\$ 12,760
2 persons.....	\$ 17,240
3 persons.....	\$ 21,720
4 persons.....	\$ 26,200
5 persons.....	\$ 30,680
6 persons.....	\$ 35,160
7 persons.....	\$ 39,640
8 persons.....	\$ 44,120
For Each Additional Person add.....	\$ 4,480

**MAXIMUM ASSET STANDARDS TO BE ELIGIBLE FOR A POVERTY EXEMPTION**  
*(PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall include an asset level test)*

Delta Township has adopted the following MAXIMUM ASSET STANDARDS for a household to be eligible for a POVERTY EXEMPTION. The below asset levels DO NOT include the value of your homestead. (Per Tribunal ruling 08-13-97, Docket #236230, and the equity of the homestead should not be included within the asset test to be valid).

1 person .....	\$ 25,000
2 persons .....	\$ 31,000
3 persons.....	\$ 37,500
4 persons.....	\$ 43,750
5 persons.....	\$ 50,000
6 persons.....	\$ 56,250
7 persons.....	\$ 62,500
8 persons.....	\$ 68,750
9 persons or more.....	\$ 75,000

**If your household assets exceed this amount you are NOT eligible for a POVERTY EXEMPTION.**

Please fill out the following forms to be considered for a poverty exemption by the Delta Township Board of Review.

## POVERTY EXEMPTION APPLICATION

I, \_\_\_\_\_, Petitioner, being the owner and residing at the property that is listed below as my principal residence, apply for property tax relief under MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893. The principal residence of persons who, by reason of poverty are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation per MCL 211.7u(1).

**In order to be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.**

**PERSONAL INFORMATION:** Petitioner must list all required personal information.

Property Address of Principal Residence:	Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:
Number of Legal Dependents:	Age of Dependents:	
Applied for Homestead Property Tax Credit (yes or no):	Amount of Homestead Property Tax Credit:	

**REAL ESTATE INFORMATION:** List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:	Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at This Residence:
Property Description:		

**ADDITIONAL PROPERTY INFORMATION:** List information related to any other property you, or any member residing in the household owns.

Do you own, or are buying, other property (yes or no)? If yes, complete the information below.		Amount of Income Earned from Other Property:	
Property Address	Name of Owner(s)	Assessed Value	Amount & Date of Last Taxes Paid
		\$	
		\$	

**EMPLOYMENT INFORMATION:** List your current employment information.

Name of Employer:	Name of Contact Person:
Address of Employer:	Employer Phone Number:

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRA's (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

**CHECKING, SAVINGS AND INVESTMENT INFORMATION:** List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

**LIFE INSURANCE:** List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payment	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

**MOTOR VEHICLE INFORMATION:** All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

**LIST ALL PERSONS LIVING IN HOUSEHOLD:** All persons residing in the residence must be listed.

First & Last Name	Age	Relationship to Applicant	Place of Employment	Amount of Monetary Contribution to Family Income

**PERSONAL DEBT:** All personal debt for all household members must be listed.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

**MONTHLY EXPENSE INFORMATION:** The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating:	Electric:	Water:
Phone:	Cable:	Food:
Clothing:	Health Insurance:	Garbage:
Daycare:	Car Expense (gas, repair, etc):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):



**Notice:** Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

**Notice:** Per MCL 211.7u(2b), a copy of all household members federal income tax returns, state income tax returns (MI-1040) and Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3 or 4) must be attached as proof of income or a signed Form 4988, *Poverty Exemption Affidavit*. Documentation for all income sources including, but not limited to, credits, claims, Social Security income, child support, alimony income, and all other income sources must be provided at time of application.

**Petitioners:** *Do not sign this application until witnessed by the Supervisor, Assessor, Board of Review or Notary Public.* (Must be signed by either the Supervisor, Assessor, Board of Review Member or Notary Public)

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

I, the undersigned Petitioner, hereby declare that the foregoing information is complete and true and that neither I, nor any household member residing within the principal residency, have money, income or property other than mentioned herein.

\_\_\_\_\_  
Petitioner Signature

\_\_\_\_\_  
Date

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Supervisor, Assessor, Board of Review Member or Notary Public Signature:

Printed Name: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

This application must be returned no later than the second Monday in March to the Board of Review to the address below.

Board of Review  
Delta Charter Township  
c/o: Assessor  
7710 West Saginaw Hwy  
Lansing, MI 48917

**FOR BOARD OF REVIEW USE**

**Disposition by Board of Review**

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

**Denied:** \_\_\_\_ **Approved:** \_\_\_\_

**Assessment reduced to:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Chairperson:** \_\_\_\_\_

**Second Member:** \_\_\_\_\_

**Third Member:** \_\_\_\_\_

**DECISIONS OF THE MARCH BOARD OF REVIEW MAY BE APPEALED IN WRITING TO THE MICHIGAN TAX TRIBUNAL BY JULY 31 OF THE CURRENT YEAR. JULY OR DECEMBER BOARD OF REVIEW DENIALS MAY BE APPEALED TO MICHIGAN TAX TRIBUNAL WITHIN 35 DAYS OF THE DENIAL. A COPY OF THE BOARD OF REVIEW DECISION MUST BE INCLUDED WITH THE FILING.**

Michigan Tax Tribunal  
P.O. Box 30232  
Lansing, MI 48909  
Phone: 517-335-9760  
E-mail: taxtrib@michigan.gov



Manager's Office

(517) 323-8590

**MEMO**

**To: Supervisor Kenneth R. Fletcher and the Delta Township Board**

**From: Brian Reed, Township Manager**

**Date: December 21, 2020**

**Subject: Agreement between Delta Charter Township and Delta Township Fire Fighters Local 2846 International Association of Fire Fighters**

The Township has been in negotiations with the Delta Township Professional Firefighters Association Local 2846. I am pleased that an agreement has been reached between both parties. The union has ratified the tentative agreement, and I recommend that the Township Board approve the tentative agreement as well. This agreement has been bargained for in good faith and is an agreement that will serve both the union and Township well until its expiration date on December 31, 2022.

The tentative agreement includes retro payments back to January 1, 2019 for existing employees. To align with the new year, Municipal Employees Retirement System reporting and payroll dates, the ratification date that has been agreed to is January 1, 2021.

Highlights include:

- Four-year agreement January 1, 2019 – December 31, 2022.
- Wage increases of 2%, 6%, 5%, and 4% for 2019-2022.
- Bridge of the retirement COLA and a lowering of the cap for employee contributions to 10%.
- Maintains retiree healthcare.
- Elimination of the residency requirement.
- Alignment of healthcare between nonunion and union.
- Increases to holiday payouts and food allowance.
- Streamlining of tuition reimbursement up to \$1,200/year.
- Other contractual language clarifications.

I have attached the final tentative agreement. I offer the following motion for your consideration.

***“ I move that the Delta Township Board ratify the collective bargaining agreement with the Delta Township Professional Firefighters Association Local 2846 by passage of the following resolution.”***



**CHARTER TOWNSHIP OF DELTA**

**EATON COUNTY, MICHIGAN**

**RESOLUTION TO RATIFY THE COLLECTIVE BARGAINING AGREEMENT  
WITH THE DELTA TOWNSHIP PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 2848 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

At a regular meeting of the Township Board of the Charter Township of Delta, Eaton County, Michigan (the “Township”), held on December 21, 2021 at 6:00 p.m.:

PRESENT: Trustees:

ABSENT: Trustees:

The following resolution was offered by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_:

**WHEREAS**, pursuant to the Michigan Public Employment Relations Act, representatives of Delta Township Administration and representatives of the Delta Township Professional Fire Fighters Association Local 2846, International Association of Firefighters (the “Association”) have engaged in good faith negotiations as to the terms and conditions of a successor collective bargaining agreement, as the previous collective bargaining agreement expired on December 31, 2018; and

**WHEREAS**, on December 1, 2020, the Manager and the Association reached a tentative agreement consistent with the terms of the attached tentative agreement; and

**WHEREAS**, the Board of Trustees is informed that the Association ratified the terms and conditions of the attached tentative agreement in accordance with the Association’s ratification procedures and that the Association certified this ratification vote; and

**WHEREAS**, the Board of Trustee’s has reviewed the terms and conditions of the tentative agreement and finds that they are in the Township’s best interest.

**THEREFORE, BE IT RESOLVED, THAT:**

1. The Board of Trustees ratifies the attached tentative agreement with the Association as of January 1, 2021, with a contract effective date through December 31, 2022.

2. The Board of Trustees authorizes and directs the Township Manager to take all appropriate action to implement this resolution as soon as possible.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.”

AYES: Trustees:

NAYS: Trustees:

RESOLUTION DECLARED ADOPTED.

---

Mary R. Clark  
Delta Township Clerk

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF EATON     )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Delta, Eaton County, Michigan, at a regular meeting held on December 21, 2021 the original of which resolution is on file in my office.

---

Mary R. Clark  
Delta Township Clerk

**Agreement Between**

**CHARTER TOWNSHIP OF DELTA**

**and**

**LOCAL NO. 2846**

**of the**

**INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS**

**January 1, 2019 – December 31, 2022**

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## **PURPOSE AND INTENT**

The purpose and intent of this agreement is to ensure that both parties recognize that the best interests of the Township and the community are of paramount concern and that any labor disputes between the bargaining unit and the Township be resolved in an orderly manner without interruption of services as provided under the provisions of this agreement.

## **ARTICLE 1 RECOGNITION**

**1.1** The Township recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Township included in the bargaining unit described below:

**INCLUDED IN THE FIREFIGHTER BARGAINING UNIT:** All regular full-time employees of the Delta Township Fire Department including Paramedic/ Firefighters, Engineers, Lieutenants, Captains, Training/EMS Captain, and Fire Inspector(s).

**BUT EXCLUDING:** The Fire Chief, Assistant Fire Chief, Deputy Fire Chief(s), all clerical employees, all appointed or elected officials, all part-time firefighters, all employees under contract with another labor organization and all other employees employed in and through the Charter Township of Delta.

## **ARTICLE 2 NON-DISCRIMINATION**

**2.1:** This Agreement shall be applied uniformly to all eligible members of the Union and the Township, and there will be no discrimination on the basis of any classification protected by law with respect to conditions of employment and the Union.

## **ARTICLE 3 CAPTIONS**

**3.1:** The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

## **ARTICLE 4 PRONOUN INTERPRETATION**

**4.1:** Reference to the male gender shall apply equally to the female gender and vice versa.

## **ARTICLE 5 EMPLOYEE RESPONSIBILITIES**

**5.1:** The Union agrees that its members will perform efficient service and use its best efforts to protect property and interests of the Township and will cooperate with the Township in performance of their duties.

**ARTICLE 6**  
**ACCESS TO THE OPERATIONAL PREMISES**

**6.1:** Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Township or his designee. The Township shall grant permission to the Union representative to visit the Employees for the above limited purpose at a mutually agreeable time and place.

**ARTICLE 7**  
**CHANGE IN PERSONAL STATUS**

**7.1:** Employees must notify the Manager's Office and the Fire Chief's office of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Township shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

**ARTICLE 8**  
**UNION BUSINESS**

**8.1:** The Union may schedule one meeting per month on Township property, provided the Fire Chief is given reasonable advance notice, and such meetings do not disrupt the efficient operation of the department. On-duty personnel are allowed to attend meetings provided the meetings do not interfere with necessary operations.

**8.2:** The Township agrees to permit the Union to post and maintain Union notices on the Union bulletin board when expressly authorized by officers of the Union.

**8.3:** The Union will be provided a three foot by three-foot (3' x 3') space at each station for the posting of Union notices.

**8.4:** A special meeting may be called to be held on department property with the permission of the Fire Chief. Such requests for meetings shall not be unreasonably denied.

**8.5:** Officers and other representatives of the Union will be afforded reasonable time during regular working hours, without loss of pay, to fulfill their Union responsibilities including processing of grievances and administration enforcement of this Agreement but excluding contract negotiations unless approved by the Township.

**8.6:** The Township will allow the non-exclusive use of a department office for Union Business. Union materials must be removed with seven (7) calendar days advanced notice.

**8.7:** The President and Vice President of the Union shall each be allowed five (5) days off, without pay, to attend Union seminars and conferences. All requests for leave under this provision must be made in writing to the Chief of the Fire Department no later than fifteen (15) days prior to the time that the leave is to commence. An employee receiving leave under this provision may utilize employee accumulated vacation leave during the period of his absence.

**8.8:** In future contract negotiations the Union may be represented by up to two employees in the bargaining unit as well as up to two attorneys or IAFF representatives.

**8.9:** The Township agrees that accredited representatives of the IAFF may schedule meetings on the Township's property concerning this agreement, this bargaining unit or collective bargaining implementation, with approval of the Fire Chief, provided such meetings are not disruptive to the duties of the Employees or the efficient operation of the Township or department.

## **ARTICLE 9**

### **UNION REPRESENTATION**

**9.1:** Employees covered by this Agreement shall be represented by one bargaining unit steward per shift. The steward must be a Union member in good standing of the Delta Township Fire Department and perform the duties of the classification for which the employee is employed.

**9.2:** The bargaining unit steward represents the employees and is authorized to resolve grievances on behalf of employees in any step of the grievance procedure provided here below. Resolved grievances and matters are final and binding upon the employees, the bargaining unit and the Township.

**9.3:** The Union shall designate to the Township, in writing, the bargaining unit steward and the Township will not be required to deal with any employee other than the one so designated. In the absence of the steward, the Union President or Vice President may appoint an alternate steward by notifying the Fire Chief in writing.

**9.4:** A steward must first notify their immediate supervisor during working hours to leave their station and report back promptly when their part in the grievance adjustment has been completed. The steward shall not leave the Township's premises except to move between stations as required to perform their duties as a steward, and will be allowed to leave thirty (30) minutes before a meeting with a designated management representative and must return within thirty (30) minutes after the meeting is concluded. A steward fulfilling her duties is entitled to regular pay.

## **ARTICLE 10**

### **UNION SECURITY - AGENCY SHOP**

**10.1:** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

A. Union Membership. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

B. In accordance with the policy set forth under this Section, all employees in the bargaining unit may pay to the Union regular and usual dues. Such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later and for new employees, the payment shall start thirty-one (31) days following the date of employment.

**10.2:** If any provision(s) of this Article is invalid under federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

**10.3:** The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 11** **DUES CHECK-OFF**

**11.1:** The Township agrees to deduct from the pay of each Union member all dues of the Union and pay such amount deducted to the local Treasurer for each employee; provided, however, that the Union first presents to the Township an authorization signed by each employee allowing such deduction and payment to the Union.

**11.2:** Indemnify Township: The Union agrees to indemnify and save the Township harmless against any or all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees or dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer at the address on file with the Township.

## **ARTICLE 12** **MANAGEMENT RIGHTS**

**12.1:** The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township shall be limited only by the provisions of this Agreement.

**12.2:** Without limiting the generality of the foregoing, except as this Agreement otherwise specifically and expressly provides, the Township retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish and update policies and procedures; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or subcontract or purchase any or all work for the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; and in all respects to carry out the ordinary and customary function of management.

**12.3:** Except as this Agreement otherwise provides, the Township shall also have the right to hire, promote, assign, transfer, layoff and recall personnel, to suspend, discharge or otherwise discipline employees for just cause; to make judgments as to ability and skill; to determine workloads; to provide for and assign relief personnel.

**12.4:** The Township reserves the right to publish and enforce from time to time, new work rules, policies, standard operating guidelines (SOGs) and regulations not in conflict with this Agreement. The Union shall be advised, in writing, of all changes prior to implementation.

### **ARTICLE 13** **NO STRIKES**

**13.1:** The Township will not lock out employees during the term of this Agreement

**13.2:** The parties to this Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are essential services.

**13.3:** Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Township during the term of this Agreement. In the event of a work stoppage or other curtailment of production, the Township shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

**13.4:** In the event of a work stoppage or any other curtailment by the Union or the employees covered hereunder during the term of the Agreement, the Union, by its officers, agents and shift representative, shall immediately declare such work stoppage or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Township. The Township shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

### **ARTICLE 14** **SAVINGS**

**14.1:** In the event that any provision of this Agreement shall at any time be declared invalid by federal or state law, arbitrator, or any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

**14.2:** In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

### **ARTICLE 15** **JOINT LABOR MANAGEMENT COMMITTEE**

**15.1:** The Joint Labor Management Committee consists of the Union President, Union Vice President, and two Union Executive Board members, an Assistant Chief, the Fire Chief, and the Township Manager (or his/her designee). The purpose of the Committee is to facilitate improved labor-management relationships

by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedule or duties.

**15.2:** The Committee may meet as needed at a time to be mutually agreed upon.

**15.3:** The Township Manager shall designate a Co-Chair, and the Union President shall designate a Co-Chair. The members shall, in advance of a meeting, provide the Meeting's Chairpersons with proposed agenda items, and the Chairpersons shall provide the members with the meeting agenda in advance of the meeting.

**15.4:** Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.

**15.5:** The Committee may, if it deems proper, suggest recommendations to the Fire Chief for his consideration and determination.

**15.6:** Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

**15.7:** It is agreed that members of the Union attending Joint Labor Management meetings while not on duty shall receive pay at their normal hourly rate, including overtime if required by the FLSA.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

**16.1:** A grievance, under this Agreement, is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit.

**16.2:** Grievances are limited to matters of interpretation or application of the provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein.

**16.3:** All grievances must be signed and dated by the aggrieved employee and name the article(s) being violated. Acceptable means of presentation shall include in person or by email. If email is utilized, the message shall be sent to all aggrieved parties, the Union President, Union Vice President and involved Union Steward at their department issued email address. The Union, on its own behalf, may initiate a grievance through any steward or Executive Board member. All grievances must be presented within ten (10) business days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

**16.4:** For the purpose of the grievance procedure, a "day" shall be deemed to mean a "business day" exclusive of holidays.

**STEP 1.** The Employee or the Union having a complaint shall first take up the matter with the Chief.

The employee and/or Union shall reduce the matter to written form stating all facts in detail and submit the same to the Chief or his designee. A meeting shall be arranged between the employee and/or Union representative and the Chief and/or his designated representative to discuss said grievance at a mutually agreeable time within ten (10) business days of the submission of said grievance. The Chief shall, within ten (10) business days of said meeting, record his disposition on all copies of the grievance form, returning two (2) copies to the steward.

STEP 2. In the event the grievance is not satisfactorily settled at Step 1, the Union or the Employee may, within five (5) business days after the decision is rendered referred to in Step 1 above, request a hearing before the Township Manager. The Township Manager will schedule a hearing within fifteen (15) business days following the Union's or employee's request. The Township Manager will provide his written answer within ten (10) business days following the hearing.

**16.5:** The Township and the Union representatives shall be allowed counsel in any step of the grievance procedure if they so desire.

**16.6:** Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Township, the Union and any and all unit employees involved in the particular grievance.

**16.7:** Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Township within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the Townships last disposition.

**16.8:** The Township shall not be required to pay back wages for periods of more than seven (7) calendar days prior to the time a written grievance is filed; provided that in the case of a pay shortage of which the employee had not been aware of before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period; providing the employee presented his grievance within seven (7) calendar days after receipt of such pay.

**16.9:** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, if any, earned elsewhere during the period in question which such compensation is attributable to the incident giving rise to the claim for back wages and which would not have been earned otherwise. Back pay shall also be reduced by any unemployment compensation received during the period in question. The Township will be responsible for notifying the Michigan Employment Security Commission that the individual grievant/claimant has repaid said unemployment compensation directly to the Township as a result of the grievance-arbitration proceeding in order that the Township and the grievant/claimant shall be given the proper credit for said repayment.

**16.10:** When an employee is given a disciplinary discharge or a written reprimand and/or warning which are affixed to his personnel record, the steward will be promptly notified in writing of the action taken.

**16.11:** Arbitration. Either the Union or the Township may request arbitration of an unsettled grievance. The party desiring arbitration must notify and the other party must receive such notice, in writing, of such desire within thirty (30) calendar days of the day the written disposition given under the last step of the grievance procedure provided for in this Agreement, except in discharge cases and in that event, notice must

be sent and received within fifteen (15) calendar days of the written disposition given under the last step of the grievance procedure provided for in this Agreement or the time when the Township's answer was due, whichever applies. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate within time periods referred to above, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within the thirty (30) or fifteen (15) calendar days or within a longer period if mutually agreed upon, the moving party must file a demand for arbitration with the Michigan Employment Relations Commission in accordance with the applicable rules of the Commission. The demand must be in writing and received by the opposite party within the appropriate time periods. If the thirty (30) or fifteen (15) calendar daytime limit, or longer period if mutually agreed upon, is not strictly adhered to by the moving party, then that party shall forfeit the right to continue through arbitration.

**16.12:** The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or supplemental agreement. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

The arbitrator elected shall have no power to hear the case if the moving party has not adhered strictly to the above time limits.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

**16.13:** The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

**16.14:** The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

**16.15:** Any award of the arbitrator shall not be retroactive more than seven (7) days prior to the time the grievance was first submitted in writing except as provided in Section 5.

**16.16:** There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the bargaining unit, all bargaining unit employees and the Township.

## **ARTICLE 17**

### **DISCIPLINE AND DISCHARGE**

**17.1:** No employee covered under this Agreement shall be disciplined or discharged without just cause.

**17.2:** Any discipline or discharge shall be subject to the grievance procedure except in the case of a discharge of a probationary employee.

**17.3:** If discipline involves a disciplinary suspension, said suspension shall begin within 28 calendar days immediately following the results of any investigation, hearing, or arbitration decision. Any discipline exceeding one working day shall be served consecutively. Either of these timelines may be altered by mutual agreement with the Township and the Union.



**ARTICLE 18**  
**PROBATIONARY EMPLOYEES**

**18.1:** All new employees shall serve a probationary period of twelve (12) months and 2,912 hours, during which time they will be termed "probationary employees." At the sole discretion of the Township, if the Township believes that the employee has not satisfactorily completed his first twelve (12) month probationary period, the Township may extend the probationary period for an additional three (3) months and 728 hours with the Union's approval.

**18.2:** A probationary employee's service with the Township may be terminated at any time by the Township in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

**18.3:** After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee and his/her seniority shall start at his most recent hire-in date of full-time employment.

**18.4:** During this probationary period, employees will be evaluated on a quarterly basis. Also, during this probationary period, the employee must complete a total of two thousand nine-hundred and twelve (2,912) hours before he/she is released from probationary status. If the total training/probationary hours are not met in twelve (12) months due to Workman's Compensation injuries, sick, military leave, medical or family leave (or any other leave approved by the Township), the probationary period may be extended to meet the basic requirements.

**ARTICLE 19**  
**SENIORITY**

**19.1:** Seniority in the Fire Department means the status attained by an employee's continuous length of service.

**19.2:** An employee's seniority shall entitle them only to such rights as are expressly provided for in this Agreement.

**19.3:** The Township agrees to post and update annually a seniority list. An employee's standing on the published list will be final, unless protested by the employee in writing within the ten (10) calendar days to the Township, from the date of posting on the Township's bulletin board.

**19.4:** Members of the Non-Suppression Division shall accrue Department Seniority and will be included in the Seniority List posting; Non-Suppression Division personnel will not accumulate additional seniority for promotion to the rank of Engineer, Lieutenant, or Captain but will retain seniority within rank that was attained at the time of transfer to a position in the Non-Suppression Division.

**19.5:** When promoted to a rank higher than Fire Fighter/Paramedic, rank seniority shall be determined by the date of promotion to the employee's current rank. In the event more than one (1) employee is promoted to the same rank on the same date, their placement shall be according to their ranking in the testing process, with the highest score being placed higher on the list. If their scores are the same, the tie breaker shall be according to Department Seniority, then to time spent in the previous rank, if needed. Seniority in Rank shall be used only to determine selection for temporary assignments in an "acting out of rank" position (most senior in rank).

**ARTICLE 20**  
**LOSS OF SENIORITY**

**20.1:** An employee's seniority and employment shall terminate if:

- A. The employee quits; or
- B. The employee is discharged; or
- C. The employee fails to return to work within three (3) working days after issuance of the Township's notice of recall by certified mail to the employee's last known address as shown on the Township's records. (It shall be the responsibility of the employee to provide the Township with a current address); or
- D. The employee is absent from work for two (2) consecutive working days without advising the Township of an acceptable reason to the Township for such absence; or
- E. The employee overstays a leave of absence without advising the Township of a reason acceptable to the Township; or
- F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or
- G. A settlement with the employee has been made for total disability; or
- H. The employee is retired; or
- I. The employee is laid off or has not worked for the Township for a continuous period exceeding the length of his employment or two (2) years, whichever occurs sooner; or
- J. The employee is convicted of any felony or criminal offense providing for imprisonment of one (1) year or more; or
- K. The employee is not legitimately able to fulfill his assigned duties; or
- L. The employee is intoxicated when reporting for duty, and/or drinking intoxicating beverages while on duty; or
- M. The employee is involved in the sale or consumption of illicit illegal substances such as drugs while on the Township's property; or
- N. The employee is convicted of the sale of drugs and/or alcoholic beverages to minors at any time.

**ARTICLE 21**  
**PROMOTIONS**

**21.1:** Whenever a vacancy that the Township is going to fill occurs, the Township will post a notice of such vacancy, on the bulletin board, for a period of seven (7) calendar days. The job posting shall include the job classification and qualifications necessary for consideration.

**21.2:** Applicants shall be chosen on the basis of qualifications and skill. An applicant applying for a promotional position shall meet all requirements of the Delta Township Fire Department which may from time to time be modified after consultation with the Union. The procedure in effect at the time of ratification of this agreement is incorporated by reference as Appendix "B" of this Agreement. Applicants from within the bargaining unit will be given equal consideration with all other applicants. Only full time Delta Township Fire Department seniority time will be used to calculate time in rank for purposes of the Promotional Examination Procedure.

**21.3:** The Township will have the right to select one from the top three (3) candidates for the position based on the recommendation by the examination panel. The Township Manager shall have the ability to interview candidates. A representative of the Union will be permitted to attend at the Union's discretion.

**21.4:** An evaluation of the promoted employee will be conducted by the Fire Chief after eight (8) weeks in the position. Any employee wishing to return to his/her previous rank shall be allowed to do so within the first eight (8) weeks of the promotional probationary period.

**21.5:** An employee promoted from within the bargaining unit to a higher ranking position shall, subject to the limitations set forth in subsection 21.3 above, receive that rate of pay in the higher ranking position which results in an increase in salary over the employee's rate of pay prior to the promotion.

## **ARTICLE 22**

### **LAYOFF AND RECALL**

**22.1:** Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

**22.2:** The Township shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least 90 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union. The notice shall disclose the number of positions affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Township shall give the Union a reasonable period of time, of no less than 30 days, within which it shall meet and confer with the Union to discuss such action.

**22.3:** Order of Layoff.

- A. Except as provided below, the layoff of probationary or permanent employees in the Fire Department shall be in inverse order of seniority.

**22.4:** Demotion in Lieu of Layoff.

- A. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to the next lower position in the fire suppression division.
- B. If there is no lower position in an employee's division, that employee who so requests shall in lieu of layoff be demoted or reassigned, by mutual agreement. Notice of Layoff: Employees to be laid off indefinitely shall be given at least ninety (90) calendar day's prior notice.

**22.5:** Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 90 days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. A copy of the notice shall be delivered to the Union in a timely fashion.

**22.6:** Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Fire Department.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted or reassigned unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is less. Employees shall be recalled from layoff or shall be restored to positions from which demoted or reassigned in the Fire Department before any other persons are selected for employment or promotion in those ranks.

**22.7:** A laid-off seniority employee, if recalled to a job, shall be required to take the recall. Failure to take such offered work, except as provided in section 22.8, shall result in loss of seniority and discharge.

**22.8:** Employees on layoff may be recalled to fill positions for employees absent due to illness, accident, pregnancy, and on-the-job injuries; however, such recalls shall be only for as long as the regular employee is absent or disabled or until the position is declared vacant. An employee may decline such recalls without jeopardizing his position on the preferred eligible list.

**22.9:**

- A. The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- B. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Township's records and it shall be the obligation of the employee to provide the Township with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three (3) calendar days and shall return to work within five (5) calendar days after issuance of notice or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Township.

**ARTICLE 23**  
**RETURN OF TOWNSHIP PROPERTY**

**23.1:** Employees shall have the responsibility of turning in all Township equipment and property at termination of their employment. This provision shall apply at the time of voluntary and involuntary termination, layoff or retirement.

**ARTICLE 24**  
**SAFETY REGULATIONS**

**24.1:** The Township and Union agree to comply with safety regulations as required by the appropriate regulatory agency.

**24.2:** It will be the responsibility of each employee to report immediately to his/her supervisor any malfunction of equipment, personal injury or any unsafe working conditions which he/she may observe. Failure of an employee to adhere to safety regulations may be treated as a cause for discipline.

**24.3:** Employees are required to properly utilize all required safety devices.

## **ARTICLE 25** **SAFETY COMMITTEE**

**25.1:** The Township agrees to cooperate in the establishment of a Safety Committee for the purpose of promoting safety, including safety awareness among members of the bargaining unit and the Township in addition to the identification and correction of unsafe work practices and equipment consistent with the mission of the department.

**25.2:** There shall be equal members of Township and Union Committee Representatives which may be increased or decreased upon mutual agreement.

**25.3:** The committee shall initially consist of three (3) members selected by the Union and three (3) members selected by the Township.

## **ARTICLE 26** **TRANSFERS**

**26.1:** Personnel transferring from Suppression Division to Non-Suppression Division: Time in rank will be frozen while in the Training/EMS Captain or Fire Inspector position. Department seniority will continue to accrue.

**26.2:** Personnel transferring from Non-Suppression Division to Suppression Division:

- A. There must be an open position in Suppression in order to return.
- B. Every attempt will be made to return the employee to a rank equal the rank they vacated, if possible. If a position is available, the employee will have the option to be transferred back to that rank without a testing procedure. Their time in rank will be reinstated upon their return.
- C. An employee will not be permitted to return to a suppression rank that is higher than the rank they left unless that person meets time in rank requirements and is selected after participation in the promotional process. In the event there is an open position in Suppression, but at a rank higher than the employee's previous rank, promotions will be held until a position is open that suits the requirements needed for the employee to return to Suppression.
- D. If a person wishes to return to Suppression and there are no positions open, but there is enough interest internally for the training position to hold a promotion, the Training/EMS Captain or Fire Inspector will maintain their position to until another internal candidate is chosen. If a condition exists where the employee returning to Suppression would be returning to a position lower than his previous rank, said employee will work in that capacity until an opening in a higher rank occurs. The employee will not need to test for promotion until that person holds a position equivalent to their previous rank.

E. In order for an employee that was assigned to the Training/EMS Captain and/or Fire Inspector from outside the department to transfer to a position in Suppression, they must meet the minimum requirements for an entry level Firefighter/Paramedic and be selected for the position through the standard hiring process. They will assume the entry level Firefighter/Paramedic position. Their department seniority will continue to accrue however their time in the Training/EMS Captain or Fire Inspector position will not count towards any seniority within rank nor will it carry over to any future officer position.

**26.3: Transfers from Bargaining Unit:** An employee transferring outside the bargaining unit shall retain, but not accumulate, seniority. If the employee elects to return to the bargaining unit within three (3) months, or if the Township wishes the employee to return to the bargaining unit within three (3) months from the date of transfer out of the bargaining unit, he/she shall be returned to the bargaining unit, and he/she shall be assigned to work that is available at the classification he/she held at the time he/she was transferred out of the bargaining unit. But in no event shall he/she be assigned to a higher category or classification and/or pay than he/she previously held at the time he/she transferred out of the bargaining unit.

**26.4: Conversion of Sick and Vacation Time:** The employee transferring to/from the Non-Suppression Division will have their sick and vacation time adjusted using the following formula:

- From Suppression Division: Employees Bank Hours x 40 divided by 56
- To Suppression Division: Employees Bank Hours x 56 divided by 40

**26.5: Transfers between shifts:** In the event an employee requests to be transferred to another shift, their request should be in writing and submitted to the Fire Chief via the chain of command. Transfers to another shift shall not displace another member of the bargaining unit involuntarily, except when needed due to an administrative issue. In the event a shift transfer is required due to an administrative issue and no volunteer is received the lowest seniority employee within the rank needed will be transferred. The displaced employee shall be given first consideration should an opening at his rank on his previous shift become available and the transfer does not revive their administrative concern.

**26.6:** Should an opening on a shift occur due to an employee being separated from employment, current employees shall be given the option to fill the opening after any promotional appointments are made, but before the assignment of new hires. All shift transfers will give all involved employees 2 weeks' notice before said transfer occurs. Two-week notice may be waived with agreement of all involved employees.

**26.7: Repayment of Swap Time:** Non-Suppression Division personnel shall repay any swap time prior to appointment of a position in the Non-Suppression Division.

## **ARTICLE 27**

### **SAVE HARMLESS**

**27.1:** In the event the Township, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Township against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind of nature that shall arise out of action taken by the Township for the purpose of complying with the provisions of this Agreement.

**ARTICLE 28**  
**PYRAMIDING**

**28.1:** Premium payments shall not be duplicated for the same hours worked under any articles of this Agreement.

**ARTICLE 29**  
**EMERGENCY CONDITIONS**

**29.1:** It is agreed by both parties that certain conditions will present emergencies demanding that the public interest be placed above that of either party or the requirements of this contract. The Chief may not unreasonably determine that an emergency condition exists. Under such conditions, the Chief may call in such employees as, in his judgment, can handle the work to be done and seniority shall not apply to the selection of employees to work or the requirements that certain employees work.

**29.2:** Employees shall be required to work the emergency, unless unable to do so due to unforeseen circumstances beyond their control.

**29.3:** All other overtime and callback will be by classification and equalized to the extent possible.

**ARTICLE 30**  
**REPORTING FOR WORK**

**30.1:** An employee not reporting for work shall notify the department, if possible, one (1) hour before his/her starting time and shall advise the department as to the reason for his/her inability to work. Failure to report for work without reasonable cause and/or failure to advise the department of suitable reasons for inability to work may constitute grounds for disciplinary action.

**ARTICLE 31**  
**WORK WEEK**

**31.1:** The normal duty week for regular full-time employees of the Fire Suppression Division will be an average of fifty-six (56) hours per week.

**31.2:** The Fire Suppression Division will operate on a three-platoon system for the duration of this Agreement. The cycle will be: twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, ninety-six (96) hours off duty, thereafter continuing on the same cycle. The twenty-four (24) hour period on duty will start at 7:00 a.m. and end at 7:00 a.m. the following day.

**31.3:** Any variations of work hours under this article shall be agreed upon only with the consent of the Township and the Union.

**31.4:** Non-suppression personnel will work an 8-hour shift and a 40-hour average work week. Normal hours shall be as follows: Monday through Friday; 0800 hours to 1700 hours. The non-suppression personnel and the Chief may mutually agree to flex those hours.

**ARTICLE 32**  
**CALL-IN PAY**

**32.1:** All callback scheduling and operations shall be authorized by the Fire Chief or his designated representative.

**32.2:** In determining the order of priority for overtime work, the Chief or his designee, will refer to the overtime/call back procedure outlined in Appendix D.

**32.3:** The Township agrees that shift overtime will first be offered to full-time employees with the right of first refusal before overtime is offered to part-time employees.

**32.4:** Employees shall be paid overtime pay equal to one and one-half times his/her regular rate of pay (premium pay) when:

- A. The employee is held over beyond the end of his/her regularly scheduled work shift due to a large fire, an emergency condition, or involvement in an ongoing call. Employees may not be ordered to hold over beyond the end of their shift for any other reasons.
- B. The employee is called into work at a time other than his regularly scheduled shift in which case the employee shall be entitled to a minimum of two hours overtime pay.
- C. Employees attending department related meetings while off-duty.

**32.5:** Non-Suppression personnel who work in excess of forty (40) hours in one week will receive compensation for approved overtime worked on the basis of one and one half (1½) times the employee's regular hourly rate of pay for all hours so worked. Overtime will only be paid after forty (40) hours of combined work time, approved sick time, or approved vacation time only. An employee shall not combine comp time with other approved work time or paid time off during the forty-hour work week to be paid for overtime. The Non-Suppression employee who is called in to work at a time not immediately preceding his/her regularly scheduled shift shall be entitled to a minimum of two hours premium pay.

**ARTICLE 33**  
**OVERTIME**

**33.1:** Overtime pay shall be paid consistent with the Fair Labor Standards Act and state law; except, any approved sick time and approved vacation time shall be counted as time worked for calculating overtime. Any overtime paid will be paid at one and one-half (1-1/2) times the employee's prevailing hourly rate.

**ARTICLE 34**  
**LEAVES OF ABSENCE**

**34.1:** Leave of Absence: An unpaid, personal leave of absence may be granted for a period of up to thirty (30) days for justifiable reasons at the sole discretion of Delta Township, provided the leave does not seriously disrupt the Township's operations. An unpaid personal leave of absence may be requested by fulltime regular employees who have completed three (3) months of continuous service. An employee must make such requests for personal leave of absence in writing to the Township Manager, via the Department Director, at least two (2) weeks prior to the time such leave is to commence. If the personal leave is



necessitated by an emergency, the employee or a member of his/her immediate family must notify the employee's supervisor as soon as practicable; this should be followed up with a written explanation of the nature of the leave and the expected length of the absence. In such emergency situations, the written explanation must normally be submitted within three (3) days of the beginning of the leave. Personal leaves of absence are not to be granted until all accrued unused vacation and personal days have been exhausted. However, Delta Township endeavors to place the employee returning from personal leave in his/her former position or a position comparable in status and pay subject to budgetary restrictions, the need to fill the vacancy, and the ability of the Township to find a qualified temporary replacement. During his/her leave of absence, an employee may arrange for continuation of health, life, dental, and long-term disability insurance at the employee's expense. Personal leaves of absence, if granted, shall not count as time earned for seniority and/or longevity payment. An employee on a personal leave of absence does not accrue any sick time credits, vacation credits, and/or any other benefits. The Township Manager may, at his/her sole discretion, extend such leave of absence beyond a thirty (30) day period if circumstances so warrant.

**34.2: Family and Medical Leave:** Requests for all leaves of absence must be made in writing at least one (1) week in advance, unless an advanced notice is not possible because of an emergency. The leave year shall be calculated on a rolling backward basis.

**34.3: Extension of Leave:** Requests for extension of a leave of absence will be considered if they are received by the Township Manager in writing before the expiration of an approved leave, are supported by proof of continued need, and the requested extension does not cause the total period of absence to exceed twelve (12) weeks. Any employee who fails to report to work at the end of an approved leave will be deemed to have voluntarily resigned.

**34.4** Employees on a leave of absence may be required to attend periodic training sessions in order to maintain job-required licenses as long as medically able to do so. Employees may, at their discretion, opt to arrange for maintenance of said licenses outside of those offered or arranged by the Township. The employee assumes ultimate responsibility for the maintenance of licensure.

Employees who are required or receive approval to attend training sessions or perform restricted duty or light duty assignments will be compensated for hours worked. Employees who elect to arrange for training outside of that offered by the Township will not be eligible for compensation.

**34.5: Misuse of Leave:** Use of leave for reasons other than those for which it is taken is prohibited. Abuse of leave time will result in discipline up to and including discharge.

## **ARTICLE 35** **MILITARY SERVICE**

**35.1:** This provision shall be interpreted in accordance with the Uniformed Services Employment and Reemployment Act ("USERRA") and any other applicable state and/or Federal law. This provision shall also be applied in accordance with the Township's Employee Manual and Military Leave policy. Any eligible employee desiring military leave shall submit written application to the Manager at least two (2) weeks prior to separation except in cases of state or national "Declaration of Emergency".

**35.2:** An employee volunteering for active military service will be granted a leave of absence without pay covering one period of service. Employee's continued participation in the Township's benefit program while completing this period of services will do so in accordance with the relevant legal requirements and the Township's Employee Manual and Military leave policy. Upon release from active service the right to return to Township employment is subject to the employee's compliance with relevant legal guidelines.

**35.3:** Permanent, full-time employees will be granted a temporary military service "leave of absence" to fulfill the statutory obligations required as a member of the military reserve or National Guard. The employee will receive the difference between military and Township wages, subject to any applicable withholdings, upon submission of the completion of training and military pay records. Township will provide payment at the next possible payroll process.

**35.4:** Permanent, full-time employees volunteering to serve beyond the statutory obligation as a military reserve or National Guard, will be granted a leave of absence except that such service shall relieve the Township from any obligation to pay the difference between the military and Township wage.

**35.5:** Permanent, full-time employees ordered to active duty as a reservist will be paid the difference between the military and Township wage for a period of fifteen (15) work days, and thereafter an employee will be considered on an unpaid leave of absence. Employee's continued participation in the Township's benefit program while completing this period of services will be in accordance with the relevant legal requirements and the Township's Employee Manual and Military leave policy

## **ARTICLE 36**

### **PERSONAL ILLNESS**

Permanent, full-time employees shall earn sick pay credit hours as follows:

**36.1:** Twelve (12) hours per month of continuous employment with a maximum accumulation of eight hundred sixty-four (864).

**36.2:** All full-time employees asking for credit for sick leave must notify the Chief or designee by phone at least one (1) hour, if possible, before the start of the day for which credit is asked. Failure to timely notify the Chief or his designee will result in lost time unless the failure to so notify is excused by the Chief because of extenuating circumstances.

**36.3:** No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence, nor will sick leave credits accumulate during layoff.

**36.4:** Sick leave may not be used for vacations or to extend vacations, nor can it be used to extend holidays or weekends.

**36.5:** The Chief or his designee shall be responsible for reviewing and approving employee's requests for sick leave. A doctor's report may be requested and submitted by the employee if the Chief or his designee believes such leaves are being abused. Otherwise no paid sick leave will be granted.

**36.6:** Should an employee be unable to report for work after a two (2) working day period, then the employee must report for work following the illness with a certificate by a doctor or other proof of adequate reasons for absence on such sick leave. Otherwise, such leave pay shall be denied unless excused by the Chief.

**36.7:** An employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work without limitations or restrictions.

**36.8:** The Employee will receive payment for one year's accumulated sick leave credit for each year the total accumulated credit exceeds the maximum allowable accumulation for the employee. For regular full-time employees hired after January 1, 2005, the employee shall receive payment at the rate of 50% for one year's accumulated sick leave credit for each year the total accumulated credit exceeds the max allowable accumulated for the employee.

**36.9:** Upon retirement, voluntary termination or death, an employee or beneficiary will be paid for the total sick time accumulated at the time of such retirement, termination or death, subject to the maximum allowable accumulation set forth in this Agreement. For regular full-time employees hired after January 1, 2005, the employee shall receive payment at the rate of 50%.

**36.10:** In the interest of the safety of the individual employee, the fellow employees, and the Township, an employee may be required by the Township to undergo a physical examination by the Township's designated physician and at the Township's expense.

**36.11:** The Township reserves the right to layoff or terminate an employee found by examination to suffer from any physical or mental condition which may make continued employment hazardous to himself or others.

**ARTICLE 37**  
**VACATION**

**37.1: Eligibility.** Employees who have been employed by the Township for a period of six (6) months in a full-time position shall be entitled to a paid vacation. Suppression Employees shall earn vacation according to the following schedule:

1 through 60	11-1/3 hours per month	136 hours per year
61 through 180	16 hours per month	192 hours per year
181 or more	20-2/3 hours per month	248 hours per year

Non-Suppression Employees shall earn at the following rate:

Months		
1 through 60	6 2/3 hours per month	80 per year
61 through 180	10 hours per month	120 per year
181 or more	13 1/3 hours per month	160 per year

**37.2:** Vacation pay for all Employees shall be computed at the employee's current regular rate of pay, minus any shift or premium pay.

**37.3:** Vacation time will not be allowed without a written request from the employee, approved by the Township. Requests for vacation must be submitted before February 15 of each year for the 12-month period beginning March 1 and will be considered on a seniority basis. Members of the Suppression Unit shall be allowed two personnel off on vacation at any one time if requested by February 15. No more than one officer may be on vacation at any one time. Any requests submitted after February 15 must have a 2-week notice and will be subject to a first-come-first-served basis. Vacation time may be approved with less than two (2)

weeks' notice at the sole discretion of the Township. The Township's grant or denial of the vacation leave request shall not be a proper matter for a grievance, unless the grant or denial concerns vacation requested after the February deadline.

**37.4:**

- A. Except as identified above, Township or his designated representative shall determine the number of employees who can be excused for vacation purposes at any one time.
- B. No vacation time off shall be cumulative from year to year and no vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances. An employee having accumulated twelve (12) months' vacation credit hours in a calendar year and fails to take such vacation within the following twelve (12) month period, is subject to forfeiture of the accumulated vacation credit hours exceeding the twelve (12) month vacation credit hour accumulation.

**37.5:** Vacations will be granted at a time when the vacation will not interfere with the Township's work operation.

**37.6:** No vacation shall be earned while an employee is on an unpaid leave of absence or when an employee is laid off from work.

**37.7:** A Paramedic/Firefighter who separates from employment prior to the completion of their probationary period will not be eligible for pay for any accumulated vacation hours. Any employee terminated for cause will be ineligible for payout of accumulated vacation hours.

**37.8:** In the event an employee suffers a physician-certified illness during a scheduled vacation period, such days of illness shall not be charged against his/her allotted vacation time but shall be charged against an employee's accumulated sick leave.

**ARTICLE 38**  
**HOLIDAYS**

**38.1:** Holiday pay shall be paid at the rate \$160.00.

**38.2:** Payment for the following holidays shall be made in a lump sum payment on or about the fifteenth (15th) of November:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

**38.3:** If an employee is on layoff or any unpaid leave of absence, he/she shall not receive holiday pay for that day.

**38.4:** Non-suppression Division personnel shall have the day off and be paid eight (8) hours at his regular rate of pay for each holiday recognized by the Township, with a guaranteed minimum of twelve (12) days. If a Non-Suppression Division employee is required to work a holiday listed by the Township, he shall be paid one and a half (1 ½) times his regular rate of pay for those hours worked and shall receive an additional day off to be taken at the employee's choosing.

### **ARTICLE 39** **LIGHT DUTY**

**39.1:** Upon submission of appropriate medical documentation if a bargaining unit member becomes unable to perform their normal duties because of an injury or illness, the Township may allow, at its sole discretion, the employee to work "light duty" which is medically appropriate under the following conditions:

- A. The Township has work to be performed by an employee who is injured or ill.
- B. The Township has been provided medical verification that the employee is able to perform the "light duty" assignment.
- C. If more than one employee is seeking a light duty assignment and the employees are medically eligible to work the light duty assignment, the employee who was first injured or became ill will be given preference for the "light duty" assignment.
- D. The light duty assignment shall be for the period designated by the Township, but assignments outside Township business hours shall not be unreasonably imposed. The parties agree that light duty assignments are to be of a temporary nature.
- E. An employee assigned to a light duty position may be assigned hours of work that are different than the collective bargaining agreement requires.
- F. Employees' assigned light duty shall be provided all the rights and benefits provided under the collective bargaining agreement.
- G. Light duty shall not be considered time worked for purposes of Article 43.

### **ARTICLE 40** **FOOD ALLOWANCE**

**40.1:** The Township will pay each employee of in the Fire Suppression Division a quarterly food allowance of \$200.00. This allowance will be paid at the end of the first payroll period following the quarter in which payment is due. The food allowance shall be pro-rated for any time less than a full year of service.

### **ARTICLE 41** **BEREAVEMENT LEAVE**

**41.1:** Bereavement Leave. Suppression Employees shall be entitled to funeral leave with pay up to two (2) shift days in the event of death in the employee's immediate family. Non-Suppression Employees shall be granted up to three days off work, with pay, in the event of the death of an immediate family member.

**41.2: Immediate Family Defined.** An employee's immediate family is defined as current spouse, child, father, mother, sister, brother, grandparent, stepmother, stepfather, current spouse's father or mother, grandchildren, stepchild or any dependent who resides permanently with the employee's family in the employee's household.

**41.3: Other Leave.** One (1) day leave of absence with pay may be granted a permanent, full-time employee immediately following the death of a current spouse's brother, sister, stepbrother, stepsister or grandparent.

**41.4: Qualifications.** The Township is to be notified immediately of potential bereavement leave. The Chief or his designee shall be responsible for reviewing and approving employee's requests for bereavement leave. An employee may be requested to provide supporting documentation if the Chief or his designee believes bereavement is being abused. No reimbursement shall be authorized for any part of the bereavement leave of absence which falls on part of the employee's vacation or sick time, or during such time the employee is not scheduled to work. Employees shall be paid at their regular straight-time rate of pay for the hours for which they qualify for bereavement leave.

## **ARTICLE 42**

### **JURY DUTY AND WITNESS PAY**

**42.1:** Any permanent full-time employee who has completed his probationary period and is summoned and reports for jury duty prescribed by applicable law, shall be paid the difference between the jury duty fee which he/she receives for such service and his then-current straight time rate which he/she would have received if he/she had worked, for the working time actually lost. In order to receive payment under this section, an employee must give the Township prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that the jury duty was performed on the days for which payment is claimed.

The employee is expected to report for work on any scheduled workday when the jury is not in session. Often jury members are dismissed early in the day or week. In such event, the employee is expected to return to his job promptly. The employee's seniority continues to accumulate during jury duty leave.

**42.2:** Employees subpoenaed to appear as a witness in a judicial or administrative proceeding arising out of the course of employment will receive the difference between his straight-time pay and the fees for appearing as a witness for the time spent in court appearances. In the event an employee appears as a witness during regularly scheduled off-duty hours the employee will receive the difference between one and one-half (1-1/2) times his straight-time hourly pay and the fees for appearing as a witness for the time spent in court appearances.

Employees will provide the Chief or his designee with prompt notice of his call as a witness and provide evidence of witness service and of the payment received for it.

## **ARTICLE 43**

### **WORKER'S COMPENSATION**

**43.1** Pursuant to Michigan Law, the Township provides, at its sole expense, Worker's Compensation coverage for each employee covered by this Agreement.

**43.2** On-the-job injuries must be reported immediately, and medical assistance obtained within twenty-four (24) hours of the injury.

**43.3:** An employee unable to continue or adequately perform the assigned work due to a job-related injury, may be eligible for Worker's Compensation under the State of Michigan, Worker's Compensation Laws.

**43.4:** On the day of a job-related injury, the Township shall pay the employee the normal regular straight-time hourly rate for such time lost.

**43.5:** Employees receiving Worker's Compensation benefits for injuries and/or illnesses arising out of and in the course of their employment with Delta Township will, for a period of up to twenty-four (24) consecutive calendar months, be paid that portion of their regular straight time earnings which, together with such compensation, equals their regularly scheduled earnings, except, that said employees shall not be entitled to receive food allowance or holiday pay. The employees' regular earnings and their supplemental pay shall be frozen at the rate of pay they received when they last worked before the leave began.

**43.6:** However, if an employee is employed but his/her worker's compensation benefit and pay from his/her current employment together total less than his/her pre-leave regular straight time earnings, then the employee may utilize his/her accrued sick leave and vacation hours to supplement the worker's compensation payment.

**43.7:** An employee shall continue to accrue vacation and sick leave for the first twenty-four (24) months.

**43.8:** At the end of the first twenty-four (24) month period, employees shall not be entitled to receive any supplement pay from the Township. The Township will pay to the employee a lump sum payment of all accrued and unpaid leave and the employee's employment will be terminated.

**43.9:** Employees must submit a copy of any Worker's Compensation payments they receive before the Township is obligated to apply the provisions of this Article.

**43.10:** The Township shall run Family and Medical Leave Act entitlements concurrently with a Worker's Compensation leave.

#### **ARTICLE 44** **HEALTH INSURANCE**

**44.1:** The Township shall provide a health insurance policy for each permanent, full-time employee, the employee's current spouse and eligible dependents; the plan to be the same health insurance plan the Township offers to its full time non-union employees. The Township reserves the right to change carriers or be self-insured or have a combination thereof with a thirty (30) day notice to the Union.

**44.2:** The Township will provide for up to twenty-four (24) months continuation of the medical health insurance for any Employee who incurs a duty-related disability from the date the employee stopped working.

**44.3:** The Township will provide an insurance waiver for all full-time Union employees eligible to participate in the township's health insurance plan. This waiver would allow an employee to voluntarily waive his/her right to participate in any of the health insurance plans offered by the township if proof is provided of current enrollment in a group health program not offered by the Township.

For those employees not selecting a health insurance benefit, a waiver must be signed for each benefit year to include proof of enrollment in a group health program independent of the Township's, and the township

shall pay \$3,500 per year. This payment would be pro-rated with payment of one-half (1/2) the total allotment paid on the payday closest to but before each June 30 and December 31 of the selected plan year. The waiver amount is subject to change but will remain the same as the Township offers to its full-time non-union employees. In the case of retirement, a final payment would be pro-rated to the final date of employment.

An employee may be able to enroll him/herself or his/her dependents in any plan offered, provided that he/she requests enrollment within thirty (30) days of a qualifying event as provided by the health insurance plans, including:

- Loss of eligibility or termination of Township contributions for other coverage. Loss of eligibility includes loss of coverage due to legal separation, divorce, death, termination of employment, or reduction of hours. It does not include a loss of coverage due to failure to pay premiums or termination for cause, such as making a fraudulent claim.
- He/she has a new dependent as a result of marriage, birth, adoption or placement for adoption.
- Exhaustion of COBRA coverage under another Township's plan.

**44.4:** An employee can be covered either as an employee or as a dependent, but not both. If the employee chooses to be covered under their spouse's contract, said employee will receive the waiver buyout sum as indicated by policy. However, if an individual loses coverage for any reason, they would receive coverage under their spouse's contract.

## **ARTICLE 45**

### **HEALTH INSURANCE FOR RETIREES**

**45.1:** Benefits Effective for Retired Employees (who are employed prior to January 1, 2011)

The Township shall provide health insurance for a retiree only, who meets the following conditions under the terms of the Michigan Municipal Retirement System (MERS):

- a. Has twenty-five (25) years of service and is aged fifty (50) or;
- b. Has a minimum of ten (10) years and is aged sixty (60) or;
- c. Has a duty disability

**45.2:** The Township's obligation to provide health care shall be subject to the following:

- a. In the event the retired employee has comparable insurance coverage available from a spouse, or through another Township or pension plan, the Township's obligation shall be to provide health insurance when the other coverage is no longer available.

**45.3:** The health care shall be equal to the coverage provided to current bargaining unit employees and shall continue until the retiree is eligible for Medicare, at which time the Township's obligation shall be to provide the supplement or "filler" coverage. The Township has the ability to look at new products to provide the filler coverage.

**45.4:** Retirees whose hire date is January 1, 2005 or later will be responsible for 10% co-pay for insurance coverage as described above.

**45.5:** A retiree may elect to provide health care coverage for dependents and if so, elected the retiree's obligation shall be to pay the difference between the single coverage and the additional premium cost of the dependent coverage.



**45.6:** Benefits Effective for Retired Employees hired on or after January 1, 2011

Only actual credited service as a Delta Township employee shall be counted toward years of service in terms of retiree health insurance benefits. No purchased time (per Article 51.3) shall be applied. The Township shall provide health insurance for a retiree only, who meets the following conditions under the terms of the Michigan Municipal Retirement Systems (MERS):

- a) Has twenty-five (25) years of service and is aged fifty (50) or;
- b) Has a minimum of ten (10) years and is aged sixty (60) or;
- c) Has a duty disability

The health care shall be equal to the coverage provided to current bargaining unit employees and shall continue until the retiree (and spouse, if elected) is eligible for Medicare, at which time the Township's obligation shall be to provide the supplement or "filler" coverage. The Township has the ability to look at new products to provide the filler coverage. The Township will provide health insurance for the *retiree only* based upon the following premium-sharing table. In addition, the retiree may elect to provide health care coverage for a spouse or eligible dependents. If elected, the retiree will be responsible for the difference between the Township's obligation and the balance of the insurance premium. In the event the retired employee has comparable insurance coverage available from a spouse, or through another Township or pension plan, the Township's obligation shall be to provide health insurance when the other coverage is no longer available.

**PREMIUM SHARING**

Years of Service	Township Share	Employee Share	Years of Service	Township Share	Employee Share
10	15%	85%	18	55%	45%
11	20%	80%	19	60%	40%
12	25%	75%	20	65%	35%
13	30%	70%	21	70%	30%
14	35%	65%	22	75%	25%
15	40%	60%	23	80%	20%
16	45%	55%	24	85%	15%
17	50%	50%	25	90%	10%

**ARTICLE 46**  
**DENTAL INSURANCE**

**46.1:** The Township shall provide each permanent, employee, current spouse and dependents a dental insurance policy at no cost to the employee on the first day of the month after six (6) months of employment. The coverage hereunder will be the same as provided to all non-affiliated employees of the Township.

**ARTICLE 47**  
**LIFE INSURANCE**

**47.1:** The Township shall provide and pay the premium therefore for a Death Benefit insurance policy equal to one and one-half (1-1/2) times the employee's annualized base compensation and to include a Double Indemnity feature for accidental death for any cause whatsoever.

**47.2:** In the event a Delta Township Fire Department Union member suffers a line-of-duty death, the Township shall provide the health care costs for employee's spouse and dependents for a maximum three year period from the date of employee's death at the same rate as is provided in Article 44.1 of this Agreement. Such benefits for the employee's spouse and dependents will cease upon the re-marriage of employee's spouse or if the spouse is eligible for health care benefits from another employer or another source, not including Medicare or Medicaid

**47.3:** In the event a Delta Township Fire Department Union Member suffers a line-of-duty death, payment for 100% of accumulated sick leave, vacation time, holiday accrual, and longevity accrual shall be made to the surviving spouse, dependent children, or the estate in that order.

**ARTICLE 48**  
**DISABILITY INSURANCE**

**48.1:** In order to protect the employee from experiencing financial hardship due to a prolonged recuperation in the event of disability, the Township has provided Disability insurance.

**48.2:** The Disability Insurance commences the 91st day after injury or illness and continues to Social Security Normal Retirement Age.

**48.3:** The first ninety (90) days of compensation shall be paid from the employee's accumulated sick time credits, if available, up to the maximum of eight hundred sixty-four (864) hours.

**48.4:** ELIMINATION PERIOD:

90 days. Benefits begin the day after the elimination period is completed.

**48.5:** MONTHLY BENEFIT:

60% of monthly earnings to a maximum benefit of \$6,000 per month.

**ARTICLE 49**  
**PENSION AND/OR RETIREMENT PLAN**

**49.1:** The employees shall be provided a pension through the Michigan Municipal Employees Retirement System with the following benefit program:

Age and service – 50/25

Final Average Compensation - FAC 3

V10

E-2 (Bridged for all members to 0% effective at the ratification date of the contract)

Bridged benefit 2.5% for service prior to June 1, 2015, frozen FAC; 2% for service after June 1, 2015.

**49.2:** The Employee and the Township shall share in the cost of the MERS plan (as determined actuarially) equally up to 20% effective at the ratification date of the contract. Any required additional contribution (as determined actuarially) shall be made by the Township.

**49.3:** Employees shall be permitted to purchase up to five (5) years of either military, past service or generic time. The cost of this service shall be paid entirely by the employee.

**ARTICLE 50**  
**LONGEVITY**

**50.1:** In consideration of long and faithful service, the Township shall in addition to regular salary, pay longevity to long term employees who have been employed by the Fire Department for a period of five (5) continuous years in a permanent, full-time classification, shall be eligible to receive longevity pay on or about December 15th of each year, based upon the following schedule:

+60 – 120 months	1-1/2% of the annual base wage
121 – 180 months	2-1/2% of the annual base wage
181 or more months	3-1/2% of the annual base wage

**50.2:** Eligibility is determined whereby an employee's anniversary date must fall on or before December 15th the year the longevity is to be paid.

**50.3:** Basis of payment is to be predicated upon the annual annualized base compensation of permanent and full-time classification as of November 30, preceding the date on which the payment is to be made.

**ARTICLE 51**  
**WAGES**

**51.1:** The classification and hourly rates of pay of employees in the bargaining unit are as set forth in the attached "Appendix A" to this Agreement. All wage increases shall be effective as of January 1 in any given year.

**ARTICLE 52**  
**LOSS OR DAMAGE TO PERSONAL PROPERTY**

**52.1:** An employee's personal property, limited to prescription eyeglasses and wristwatches damaged during the performance of the employee's regular job, excluding normal wear and tear, shall be repaired or replaced by the Township as follows: prescription eyeglasses: maximum reimbursement of \$250.00; wristwatches and contact lenses: maximum reimbursement \$50.00. All replacements shall be limited to twice per year. One of the following circumstances shall apply:

- A. The intentional acts of third parties caused the damage.
- B. The damage was caused by an unknown defect or malfunction in equipment or supplies provided to the employee by the Township, of which the employee was not aware.

- C. The damage or loss was caused by a known defect or malfunction in equipment or supplies provided to the employee after the employee reported the defect or malfunction to the Township, and the Township failed within a reasonable time to correct the defect or malfunction thereby causing damage or loss to the employee's personal property.
- D. Damage arose out of and in the course of the employee's work and was not the result of any negligence on the part of the employee.

**ARTICLE 53**  
**UNIFORM ALLOWANCE**

**53.1:** The Township will furnish to members of the Suppression Division the following:

- One (1) Pair of NFPA approved leather structural firefighting boots
- \*Two (2) NFPA approved structural firefighting coats
- \*Two (2) Pair of NFPA approved bunker pants
- Two (2) Pair of NFPA approved firefighting gloves
- \*Two (2) NFPA approved hoods
- One (1) NFPA approved ladder belt
- \*Two (2) Pair of suspenders
- One (1) NFPA approved firefighting helmet

**53.2:** New employees of the Suppression Division will also be furnished with the following:

- Five (5) Dress shirts
- Five (5) T-shirts
- Two (2) Job shirts
- Five (5) Pair of pants
- One (1) Belt with buckle
- One (1) Combination winter/summer jacket
- One (1) Pair of winter gloves
- One (1) Baseball Style Cap
- One (1) pair of shoes or boots

**53.3:** Equipment and uniforms provided by the Township which are lost or damaged during the course of duty will be replaced by the Township at its expense, provided, however, that such loss or damage did not result from employee negligence. All equipment and uniforms to be replaced must be turned in prior to the exchange.

\*By the end of the term of this contract, the Township shall provide two (2) sets of firefighting gear (bunker pants, coat and suspenders) and two (2) hoods for all members of the firefighting division.

**ARTICLE 54**  
**TRAVEL ALLOWANCE**

**54.1:** Employees required to use their private automobile for Fire Department business shall be compensated at the rate approved and allowed by the IRS at the time of use. This Section shall not apply to employees reporting to work for regular scheduled shifts or call back. For purposes other than station to

station transfers while on duty, Township owned vehicles must be used if available before an employee requests to take their own vehicle. No mileage will be paid to an employee who chooses to drive his/her own car without prior approval for mileage reimbursement.

**ARTICLE 55**  
**MANDATORY TRAINING SESSIONS**

**55.1:** All employees required to participate in mandatory training sessions during their off-duty hours shall be compensated at one and one-half (1-1/2) times their straight-time hourly rate for the time spent in said training programs which shall not include compensation for time taken for meals.

**55.2:** Mandatory training sessions shall be related to qualifications or certification, job functions, employment practices, or Township polices. The sessions shall be scheduled with a minimum of 7 days' notice, unless the session must be scheduled due to a reasonable emergency. If vacation or trade time has already been approved prior to the scheduled training, such time shall not be cancelled.

**ARTICLE 56**  
**JOB-REQUIRED LICENSES**

**56.1:** The Township agrees to reimburse the employee the fee for all job-required licenses.

**ARTICLE 57**  
**TUITION REIMBURSEMENT**

**57.1:** Attendance at Mandatory Courses. The Township will pay the tuition expense and course materials cost for employees attending educational courses at the direction of the Township.

In the event an employee attends a mandatory educational course while off-duty, he/she will be compensated at time and one-half his/her straight-time hourly rate for time spent in attendance at course classes, except that the employee shall not be paid overtime for attending classes required to obtain officer I, II and III training, but will be allowed to attend with pay when on shift. When an individual is promoted into a lieutenant's position, a one-time reimbursement of \$1,500 will be made at the time of the successful completion of probation.

An employee attending educational courses will obtain prior approval from the Chief or his designee for room, board and travel expenses.

**57.2:** Attendance at Non-Mandatory Courses. The Township will reimburse tuition costs only for an employee's attendance at elective non-mandatory educational courses directly related to the employee's employment with the Township or college coursework performed in connection with obtaining a degree in fire, EMS, or Public Safety up to \$1,200.00 per calendar year.

To be eligible for tuition reimbursement, the employee must receive course approval in writing from the Township prior to enrollment. Reimbursement will be made only after course completion and upon receipt by the employee of a passing grade. A passing grade will be defined as:

Letter grade of "C" or better  
2.0 GPA or better

## Certificate of Completion

Passing grades will also be considered on a case-by-case basis if the requirements for passing a specific course can be demonstrated to fall outside of the above-listed criteria.

All non-mandatory educational coursework shall be taken on the employee's own time.

Classes for Fire Officer I, II, III shall not be subject to reimbursement limits listed in 57.2, however attendance shall be limited to a single employee at a time from each shift. If more than one (1) request per shift, priority will be given first to rank, then seniority.

## **ARTICLE 58** **EDUCATIONAL INCENTIVE (EI)**

**58.1:** All fire department employees shall maintain their current (or time-of-hire) EMS licenses. The following incentive plan shall be in effect for the duration of this agreement:

- a. Full-time employee hired prior to January 1, 2005, with an Associate Degree acquired prior to January 1, 2005, in Fire Science and/or EMS shall receive and EI bonus of 2% of their base wage annually.
- b. Any employee above the rank of firefighter who possesses and maintains their Paramedic license shall receive \$800.00 annually.
- c. Any full-time employee with a bachelor's degree in Fire Science, Public Safety or EMS shall receive a bonus of 4% (total EI) of their base wage annually.

The above Educational Incentives shall be payable each year on or about November 15.

## **ARTICLE 59** **STATION MAINTENANCE**

**59.1:** The Township agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Township further agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

## **ARTICLE 60** **PHYSICAL ABILITY TEST**

**60.1:** All employees hired after May 1, 1999 are required to pass a bi-annual physical ability test.

**60.2:** The physical ability test shall assess the mandatory strength, agility and endurance required to perform the duties of an effective firefighter. The parties will review and discuss a fair and valid evaluation tool to ensure that all firefighters possess the physical ability to complete critical tasks effectively and safely.

**60.3:** Times will be reflected in the Physical Ability Test created by the parties.

**60.4:** In the event an employee fails to pass the physical ability test, the employee will be given up to one (1) year within which to retake and pass the physical ability test. During this one (1) year period, the employee's wages will be frozen until the evaluation has been satisfactorily completed. Further, the

Township shall provide an appropriate fitness professional to evaluate the employee and promptly develop a plan for fitness improvement. The Township will administer the test at the employee's request within one week of the facility becoming available.

**60.5:** Employees failing to pass within one (1) year of the test are subject to discipline up to and including termination.

**60.6:** The Township shall schedule a date in the springtime (April-May) and in the fall time (September-October) for members to take the test. The test dates shall be on separate shift days and put on the calendar by February 15 of each year.

**60.7:** At no time shall time shall Union members, prior to taking the test, be required to set up or reset any stations. Union members, upon completion of the test, may assist with resetting stations and the tear down of stations.

## **ARTICLE 61** **MISCELLANEOUS**

**61.1:** An emergency financial manager appointed under the Public Act 436 of 2012 or any related or subsequent state or federal law, is authorized to reject, modify, or terminate this Agreement as provided in the aforementioned Act(s).

## **ARTICLE 62** **CONTAGIOUS DISEASE**

**62.1:** It shall be presumed that any employee who contracts Hepatitis B or meningitis shall have contracted the disease while on duty.

**62.2:** The Township shall provide a one-time immunization during the life of this Agreement for all employees who want to be immunized, as follows:

- Tetanus
- Hepatitis (Type B)
- Rubella (for females of childbearing age)

**62.3:** Employees who refuse to be immunized for Hepatitis-B and who later contract the disease shall not be presumed to have contracted the disease while on duty.

**62.4:** TB Screening – The Township shall provide a tuberculosis screening annually for all bargaining unit employees.

## **ARTICLE 63** **DRUG TESTING POLICY**

**63.1:** Description. This directive outlines the procedures relating to administration of the Township's drug testing policy. This directive does not supersede any similar directive contained in the Township's policies, Chapter 8.

**63.2: Policy.** The Township intends to give the same consideration to persons with chemical (alcohol and other drugs) dependencies as it does to employees having other diseases. However, the Township cannot condone the use of illegal drugs, whether under state or federal law, or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures shall be utilized to provide motivation to seek assistance. Normal Township benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use, or unapproved possession of controlled substances, illegal drugs or drugs which have not been legally obtained by employees is prohibited and may lead to discipline up to and including termination. Further, the misuse of medically prescribed drugs or marijuana is strictly prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

It is the intent of the Township, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

**63.3: Procedure.**

- A. Testing of employees shall be conducted only under the following circumstances:
1. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent person to suspect that the employee is under the influence of drugs or alcohol (e.g., slurred speech, alcohol on breath, etc.).
  2. When an employee is found in possession of suspected illicit drugs, marijuana, or alcohol or when suspected illicit drugs, marijuana, or alcohol are found to have been brought by the employee in an area controlled or used exclusively by the employee (e.g., employee's locker, etc.).
  3. Following an accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
  4. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
  5. Routinely to all job applicants to whom a job offer has been made within the Fire Department.
- B. An employee ordered to submit for testing shall be informed of the underlying reasons why he/she is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of steward representation consistent with the applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a one-hour period to submit to testing, he/she shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.



- C. The supervisor requesting the test shall fill out the designated Form.
- D. For urine testing, the urine specimen shall be obtained from the employee as follows:
1. The employee shall be escorted to the bathroom or other medical facility.
  2. The supervising officer (or medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.
  3. The supervisor (or designated medical personnel) shall personally monitor the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other precautions. The foregoing shall be conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within Township facilities. Employees will be required to indicate to the Township the types of prescribed or over the counter drugs they are taking prior to the test.
  4. If the employee is unable to provide a urine specimen immediately, he/she shall be required to remain until he/she are able to provide a urine specimen. Employees unable to provide a urine specimen within one (1) hour of being ordered to do so shall be considered to be refusing to submit the specimen.
  5. After the sample is collected, the supervisor (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he/she obtain it from the employee.

For the testing of alcohol, an alternative method of testing (e.g. Breathalyzer or blood sample) will be utilized.

- E. The supervisor or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated form. If the employee is unable within one hour of being ordered or if the employee refuses to submit to the test, this fact shall be noted on form.
- F. The urine specimen shall be forwarded to a contract laboratory for testing and processed as follows:
1. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation on form. The number of persons handling the specimen should be minimized.
  2. For applicants to positions within the Fire Department, the thin layered chromatography (TLC) test shall first be administered. The TLC testing shall be performed by sending the sample to a contract laboratory. The results obtained shall be noted on the form. If a positive result is obtained on an applicant, a second test shall be performed on the same specimen using an alternative scientific method Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, an applicant may request at applicant's cost the same be tested using the Gas Chromatography/ Mass Spectrometry (GC/MS) method. If that test is negative, the applicant will be

reimbursed.

For all tests, the lab shall be instructed:

- a. To freeze all specimens yielding positive results.
- b. To return the form, the lab report and any printouts showing positive results.
- c. For employees, the GC/MS test shall be performed.

- G. Reporting of Results. Form, together with all printouts of positive results and any lab reports, shall be forwarded to the Township Manager who will be responsible for interviewing the employee regarding the results.

**63.4:** Confidentiality: The Township Manager will be designated to receive any positive reports. He/she will notify medical and other members of the Township strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel file. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel file to show that this information is contained elsewhere.

**63.5:** Use of Results:

- A. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the agency head only after receiving a report from the Township Manager.
- B. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence.
- C. Depending on the safety-sensitive nature of the position held by an employee, the use of certain prescribed medications may impair his or her ability to safely complete the essential duties required of the position. The employee must notify the Township if he is taking lawfully prescribed medication that may affect his or her ability to safely perform the essential functions. The Township shall make an individualized assessment to determine whether the employee's use of such lawfully prescribed drugs impairs the employee's ability to perform essential job duties, and whether such use of the lawfully prescribed drug poses a potential hazard to the employee, fellow employees or the general public. Marijuana use at work is **STRICTLY PROHIBITED** by all employees, including prescription marijuana. Employees are prohibited from reporting to work with any level of marijuana or other controlled substance in their system per Township policies, Chapter 8.
- D. In keeping with Township policy, every effort should be made to assist the employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.

**ARTICLE 64**  
**NON-SUPPRESSION DIVISION**

**64.1:** The Training/EMS Captain and Fire Inspector will be responsible for the duties laid out in the established job description(s). These classifications will be referred to as the "Non-suppression Division".

**64.2:** It is understood that these positions will have the Rank and Authority of a Captain only in regard to an administrative or training issue. With regards to operational authority, at no time will the Training/EMS Captain or Fire Inspector have the same authority as a Shift Captain or Lieutenant. However, during a time where a Shift Captain or Lieutenant may not be available, the Training/EMS Captain will be given the authority to make decisions that would normally be given to the Senior Engineer.

**64.3:** Non-Suppression Division personnel shall not engage in any suppression activities on an emergency scene or cover any shift work in the suppression unit unless:

- Acting in a role to support command staff
- Activation of the Emergency Operations Center (EOC)
- Emergency conditions are deemed to exist requiring additional support in the suppression division
- At no time shall Non-Suppression personnel perform tasks outside of their licensing and certifications

**64.5:** Non-Suppression Division personnel shall be granted personal days off per year pursuant to the following schedule:

- After one (1) year of continuous employment, employee shall be eligible for one (1) paid leave day annually.
- After three (3) years of continuous employment, employee shall be eligible for two (2) paid leave days annually.
- After five (5) years of continuous employment, employee shall be eligible for three (3) paid leave days annually.

These days must be used during the calendar year and shall not be cumulative from year to year.

## **ARTICLE 65**

### **SHIFT FIRE PREVENTION OFFICER AND FIELD TRAINING OFFICER**

**65.1:** The Township shall pay a maximum of three (3) employees (1 per shift) additional pay at the rate of 1.5% above their base wage for being a designated Shift Fire Prevention officer (FPO).

**65.2:** The Township agrees to compensate employees acting in the capacity of F.T.O. for all probationary employees under the following conditions as stipulated in Grievance settlement 17-002:

1. Primary F.T.O.'s will have a probationary employee assigned to them and shall be primarily responsible for the probationary employee development.
2. Acting F.T.O.'s will receive the shift premium when temporarily assigned to a probationary employee.
3. F.T.O.'s will have a minimum requirement of two years of service as a full-time paramedic firefighter with the Delta Township Fire Department. An exception may be granted if staffing dictates.
4. Captains, Lieutenants, Engineers, and shift Fire Prevention Officers (FPO) are not eligible for designation as primary F.T.O.s, however, if conditions warrant through swaps or other extraordinary circumstances, the listed positions will not be excluded from the premium.
5. The assigned F.T.O. will be paid an hourly premium of \$.30/hour for acting in a F.T.O. capacity. Beginning January 1, 2020, F.T.O.'s will be paid an hourly premium of \$.40/hour. The premium will be a flat rate added to base rate. Unit members on overtime will be eligible for the premium, however the premium will not be calculated based on overtime rates.

6. In order to receive the hourly premium, The F.T.O. must act in the F.T.O. capacity a minimum of 8 hours on a shift.
7. Only one F.T.O. or acting F.T.O. per probationary employee will receive the shift premium at one time.
8. The Chief or his/her designee will take volunteers into consideration when selection is made, however, assignment of F.T.O.s will be the sole discretion of the Chief or his/her designee.
9. Employees acting as F.T.O. will be accountable for performance as with any other duties.
10. FTO compensation is only available when a designated FTO works with a full time or part time probationary employee of Delta Township.

**ARTICLE 66**  
**SHIFT EXCHANGE**

**66.1** Time exchanges may be undertaken voluntarily between two (2) full-time employees within their own rank as well as one rank above or below upon approval of the employees' shift officer and the Fire Chief or his designee prior to such exchange of time.

**66.2:** Responsibility for arrangement for the repayment of such time rests with the employees involved

**66.3:** No obligation shall be placed upon the Township for repayment of time voluntarily traded or repaid between employees.

**66.4:** The Union agrees that the privilege of trading time shall not result in any overtime being incurred and members involved in the shift exchange will not be eligible for step-up pay unless the necessity to work out of class arose from circumstances that did not result from the shift exchange.

**66.5:** In the event that either bargaining unit member involved in a shift exchange scheduled is "off duty" due to a work-related injury, the shift exchange shall be cancelled. The member whose shift was to be covered, shall have the option to ~~either~~ work a shift or use sick or vacation time

**66.6:** If a member, who has agreed to work trade time and is unable to work due to personal illness, that member will be charged sick time.

**ARTICLE 67**  
**WORKING OUT OF CLASS**

**67.1:** An employee who is required to accept responsibilities and carry out the duties of a position or rank above that, which he/she normally holds, shall be paid at the next highest pay rate for that position or rank while so acting.

**67.2:** Selection of the individual that will be assigned to work out of class will be determined first by qualifications, then by seniority within their current rank. Qualifications for working out of class in the following ranks are as follows:

- Engineer: Certified Driver of all department apparatus.
- Lieutenant: Non-Probationary Engineer. Eligible employees with Fire Officer I/II/III certifications will be considered before those without.
- Captain: Senior Lieutenant.

**67.3:** Employees who have passed promotional testing for the higher rank and are currently on a valid promotional list will be considered before those mentioned in Section 67.2.

**67.4:** In those cases where temporary assignments are made by the Fire Chief for the purpose of filling a short-term vacancy, such daily upgrades shall be made to the senior Employee on duty who is not already performing at or above the level of the vacancy and who meets the requirements for such jobs. For the purpose of this subsection, the term “short-term vacancy” is defined as a vacancy created on a particular day by the absence of the Employee regularly assigned to the vacant position for reasons including but not limited to sick leave, personal leave, vacation, or injury. All bargaining unit Employees assigned to perform work of a higher classification shall be paid the next highest rate of the higher classification, retroactive to the first hour worked, provided the total hours worked in the higher classification are in excess of:

1. Eight (8) hours per workday for fifty-six (56) hour Employees.
2. Four (4) hours per workday for forty (40) hour Employees.
3. The Employee shall continue to receive the higher rate for all hours worked in the higher classification until he is returned to his regular classification.

**67.5:** In the event a long-term vacancy occurs it is understood that the Fire Chief, whenever possible, intends to make a temporary assignment to the position. Notification of such assignment(s) shall be made in writing on official letterhead and disseminated via department memo (commonly referred to as an “Acting Letter”). The member assigned shall assume all roles, responsibilities and privileges that would be afforded that rank while so assigned in the acting capacity. For the purpose of this subsection the term “long-term vacancy” is defined as a period expected to last thirty (30) calendar days or more. If the Employee who created the long term vacancy does not ultimately return to duty, the vacancy shall be filled utilizing the promotional provisions of this collective bargaining agreement at which time the temporary assignment shall end and the employee who has been temporarily assigned shall revert back to his regular duty assignment. Should the employee who worked out of class in the long term capacity be selected, through the promotional process, to fill the position permanently, his time spent temporarily in the position shall count toward his probationary requirements, up to 9 months total.

## **ARTICLE 68** **COMPLETE AGREEMENT**

**68.1:** It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

**68.2:** The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by parties hereto

## **ARTICLE 69** **PAST PRACTICES**

**69.1** Both the Township and the Union subscribe to the principal that this contract should be the complete Agreement between the parties.

**69.2:** The parties, however, recognize that it is most difficult to enumerate in an agreement practices inherent in a relationship of many years’ duration.

**69.3:** If the Township proposes any change in any understanding or agreement involving past practices during the life of this Agreement which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

**69.4:** If the parties are unable to reach an agreement within ninety (90) days of their initial meeting, the dispute may be submitted to arbitration. The Union shall have the burden of proving that a past practice has been violated and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the Township shall prevail if the Township can show fair and reasonable justification for the change

**ARTICLE 70**  
**DURATION**

**70.1:** This Agreement shall be in full force and effect from January 1, 2019, to and including December 31, 2022 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_, 2020

DELTA TOWNSHIP PROFESSIONAL  
FIRE FIGHTERS, IAFF LOCAL 2846

CHARTER TOWNSHIP OF DELTA

\_\_\_\_\_  
Kenneth D. Barnes, President

\_\_\_\_\_  
Kenneth R. Fletcher, Supervisor

\_\_\_\_\_  
Steve Casciotti, Vice President

\_\_\_\_\_  
Mary R. Clark, Clerk

\_\_\_\_\_  
Brian T. Reed, Manager

**APPENDIX A**

**Effective January 1, 2019 through December 31, 2022**

<b>RANK</b>	<b>2018</b>	<b>2018</b>	<b>2019</b>	<b>2019</b>	<b>2020</b>	<b>2020</b>	<b>2021</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>
	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>
<b>INCREASE</b>			<b>2.00%</b>		<b>6.00%</b>		<b>5.00%</b>		<b>4.00%</b>	
<b>FF/EMTP</b>										
MINIMUM	\$42,728.05	\$14.67	\$43,582.61	\$14.97	\$46,197.57	\$15.86	\$48,507.45	\$16.66	\$50,447.74	\$17.32
6 MONTHS	\$44,401.61	\$15.24	\$45,289.64	\$15.55	\$48,007.02	\$16.49	\$50,407.37	\$17.31	\$52,423.67	\$18.00
1 YEAR	\$47,492.38	\$16.31	\$48,442.23	\$16.64	\$51,348.76	\$17.63	\$53,916.20	\$18.52	\$56,072.85	\$19.26
2 YEAR	\$50,658.60	\$17.40	\$51,671.77	\$17.74	\$54,772.08	\$18.81	\$57,510.68	\$19.75	\$59,811.11	\$20.54
3 YEAR	\$55,483.22	\$19.05	\$56,592.88	\$19.43	\$59,988.46	\$20.60	\$62,987.88	\$21.63	\$65,507.40	\$22.50
4 YEAR	\$58,947.91	\$20.24	\$60,126.87	\$20.65	\$63,734.48	\$21.89	\$66,921.20	\$22.98	\$69,598.05	\$23.90
<b>ENGINEER</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>
	\$61,008.01	\$20.95	\$62,228.17	\$21.37	\$65,961.86	\$22.65	\$69,259.95	\$23.78	\$72,030.35	\$24.74
<b>LIEUTENANT</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>
	\$64,359.04	\$22.10	\$65,646.22	\$22.54	\$69,584.99	\$23.90	\$73,064.24	\$25.09	\$75,986.81	\$26.09
<b>CAPTAIN</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>
	\$69,555.33	\$23.88	\$70,946.44	\$24.36	\$75,203.22	\$25.83	\$78,963.38	\$27.12	\$82,121.92	\$28.20
<b>FIRE INSP.</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>
	\$69,553.25	\$33.44	\$70,944.32	\$34.11	\$75,200.97	\$36.15	\$78,961.02	\$37.96	\$82,119.46	\$39.48
<b>TRN/EMS CPT</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>	<b>SALARY</b>	<b>HOURLY</b>
	\$69,553.25	\$33.44	\$70,944.32	\$34.11	\$75,200.97	\$36.15	\$78,961.02	\$37.96	\$82,119.46	\$39.48

Retroactivity of wages shall expire January 1, 2021 if the agreement is not ratified by the parties.

Retroactivity on wages to be paid to current employees as of December 1, 2020.



**APPENDIX B**  
DELTA TOWNSHIP FIRE DEPARTMENT  
PROMOTIONAL EXAMINATION PROCEDURE

**General:**

The Township shall not be obligated to consider a request for promotion from an employee who has not submitted his/her request via promotion application.

Upon completion of the promotional procedure defined herein, notification of the promoted employee(s) shall be made by the Chief. A promoted employee(s) will assume his/her new responsibilities on the effective date cited on his/her notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

Promotional examinations for all Union positions in the department shall be held upon sixty (60) days' notice. Employees of the department who meet the following eligibility requirements shall be eligible to take promotional examinations. Applicants must meet eligibility requirements prior to taking the written exam.

Any promotional list(s) of eligible candidates shall remain in effect for eighteen (18) months from the date of the written examination.

The Promotional Examination Application must be returned to the Fire Chief's Office by 1700 hours on the date set by notification of the Fire Chief.

Starting times for all examinations shall be posted. Applicants arriving late to any examination will not be allowed to take the examination.

The Township shall provide study materials for all ranks sixty (60) days prior to the written examination.

No electronics, books, paper or reference material will be allowed in the examination room except for those materials provided by the proctor.

All tests and material shall be secured by the Fire Chief or his/her designee until all tests are proctored.

The Fire Chief and/or his/her designee shall afford the opportunity for applicants to review their results and be given feedback on their scores.

An Executive Board member, from the Union, shall be present for each part of the examination process for oversight of the testing procedure and to ensure fairness.

2. **Engineer:**

a. Eligibility

i. Current full-time member of Delta Township Fire Department and 5 years of service as a Full Time Paramedic/Firefighter at Delta Township Fire Department and a current certified driver of all department apparatus.

b. Written Examination:

i. 100-point question test shall be prepared by the Fire Chief and/or his/her designee

c. Performance Examination:

i. 100-point assessment test to cover the applicant's ability to drive the apparatus effectively, show skill in positioning apparatus for effective scene operations, knowledge of basic fire ground hydraulics, and show the ability to provide the appropriate fire flow as ordered. The performance

center shall consist of personnel (chosen by the Fire Chief and/or his/her designee) to run each situation in the performance examination.

- d. Scoring:
  - i. The weight of each exam shall be: Written=50% and Performance=50%
  - ii. Candidates will receive one half (1/2) point for each year of service up to a maximum of (10) points added on to their written scores upon successful completion of the written exam. Service points cannot be used to meet minimum passing score.
  - iii. A passing grade of 70% is required to move on to the performance exam.
- e. Promotion Award:
  - i. The performance examination panel shall give the Fire Chief or his/her designee their recommendation of the candidates in order of promotion based upon their written examination and performance center.

**3. Lieutenant:**

- a. Eligibility:
  - i. Current full-time member of Delta Township Fire Department and 3 years of service as an Engineer at Delta Township Fire Department.
  - ii. Fire Officer I, II, III
  - iii. Blue Card Incident Command Certification
- b. Written Examination:
  - i. 100-point question test shall be prepared by the Fire Chief and/or his/her designee
- c. Assessment Center:
  - i. 100-point assessment shall cover the applicant's managerial abilities including an oral interview, oral presentation, managerial decision making and a situational/assimilation. The assessment center shall consist of two (2) officers (either retired or outside of the Tri-County Area), one (1) Union representative, and one (1) representative from Township administration.
- d. Scoring:
  - i. The weight of each exam shall be: Written=50% and Assessment=50%
  - ii. Candidates shall receive one half (1/2) point for each year of service up to a maximum of ten (10) points added on to their written scores upon successful completion of the written exam.
  - iii. A passing grade of 70% is required to move on to the performance exam
- e. Promotion Award:
  - i. The assessment center panel shall give the Fire Chief or his/her designee their recommendation of the candidates in order of promotion based upon their written examination and assessment center.

**4. Captain:**

- a. Eligibility:
  - i. Current full-time member of Delta Township Fire Department and current full-time Lieutenant at Delta Township Fire Department.
  - ii. Fire Officer, I, II, III
  - iii. Blue Card Incident Command Certification
- b. Written Examination:
  - i. 100-point question test shall be prepared by the Fire Chief and/or his/her designee
- c. Assessment Center:
  - i. 100-point assessment shall cover the applicant's managerial abilities including an oral interview, oral presentation, managerial decision making and a situation/assimilation. The assessment center shall consist of two (2) officers (either retired or outside of the Tri-County Area), one (1) Union representative, and one (1) representative from Township administration.
- d. Scoring:
  - i. The weight of each exam shall be: Written=50% and Assessment=50%

- ii. Candidates will receive one half (1/2) point for each year of service up to a maximum of (10) points added on to their written scores upon successful completion of the written exam. Service points cannot be used to meet minimum passing score.
- e. Promotion Award:
  - i. The assessment center panel shall give the Fire Chief or his/her designee their recommendation of the candidates in order of promotion based upon their written examination and assessment center.

**5. Fire Inspector:**

- a. Eligibility:
  - i. Current full-time member of Delta Township Fire Department and 5 years of full-time service with the Delta Township Fire Department.
  - ii. NFPA Fire Inspector I
  - iii. Certified Fire Investigator
  - iv. Tri-County EMT-P Certification
  - v. State of Michigan EMT-P or equivalent
- b. Testing Process:
  - i. Position related questionnaire
  - ii. Assessment Center:
    - 1.a.Exercise 1 = Candidate self-introduction
    - 1.b.Exercise 2 = Candidate project presentation
    - 1.c.Exercise 3 = Candidate interview
- c. Assessment Center:
  - i. The Assessment Center panel shall consist of: Township HR, Delta Township Fire Chief or Assistant Chief (Observer only), Union representative, 2 Fires/EMS Training Officers from outside Ingham and Eaton Counties, as mutually agreed upon
- d. Scoring:
  - i. Self-Introduction=10%
  - ii. Project Presentation=25%
  - iii.Interview=50%
  - iv.Experience/Service Time=10%
  - v. Specialized Training Related to Fire Inspection or Fire Investigation=5%
- e. Promotion Award:
  - i. The Assessment center panel shall give the Fire Chief or his/her designee their recommendation of the candidates in order of promotion based upon their written examination and assessment center

**6. Training/EMS Captain:**

- a. Eligibility:
  - i. Current full-time member of Delta Township Fire Department and 5 years of full-time service with the Delta Township Fire Department.
  - ii. State of Michigan IC (Paramedic)
  - iii.State of Michigan Fire Instructor I
  - iv. Tri-County EMT-P Certified
  - v. State of Michigan EMT-P or equivalent
  - vi.Blue Card IC Certification (within 1 year of appointment)
- b. Testing Process:
  - i. Position related questionnaire
  - ii. Assessment Center:
    - 1. Exercise 1 = Candidate self-introduction
    - 2. Exercise 2 = Candidate project presentation

- 3. Exercise 3 = Candidate interview
- c. Assessment Center:
  - i. The Assessment Center panel shall consist of: Township HR., Delta Township Fire Chief or Assistant Chief (Observer only), Union representative, 2 Fire/EMS Training Officers from outside Ingham and Eaton Counties, as mutually agreed upon
- d. Scoring:
  - i. Self-Introduction=10%
  - ii. Project Presentation=25%
  - iii. Interview=50%
  - iv. Experience/Service Time=10%
  - v. Specialized Training Related to Fire Instruction or Training=5%
- e. Promotion Award:
  - i. The assessment center panel shall give the Fire Chief or his/her designee their recommendation of the candidates in order of promotion based upon their written examination and assessment center.



## APPENDIX D

### **Delta Township Fire Department Overtime Callback Procedures**

1. Common Sense must be used in all callback.
2. The duty officer at Station 1 is responsible for all callback. He/she must notify oncoming duty officer of all persons working.
3. The Department Secretary / or designee shall update the Intranet Vacation/Time off calendar as appropriate.
4. Keep in mind *swap-time*, *probationary employees*, and *position eligibility lists*, when considering overtime callback.
  - a. Position Eligibility list:
    - i. Captain:
      1. Remaining Captains
      2. Lieutenants
      3. Engineers
      4. Paramedic/Firefighters
    - ii. Lieutenants:
      1. Remaining Lieutenants
      2. Captains
      3. Engineers
      4. Paramedic/Firefighters
    - iii. Engineers:
      1. Remaining Engineers
      2. Aerial Certified Drivers (if needed)
      3. Paramedic/Firefighters
      4. Lieutenants
      5. Captains
    - iv. Paramedic/Firefighter:
      1. Remaining Paramedic/Firefighter's
      2. Engineers
      3. Lieutenants
      4. Captains
      5. Part-time
5. Callback shall be started in a timely matter the day before the vacancy unless the position needs to be filled prior.
6. Members are responsible for correcting phone numbers for use in callback procedures.
7. NO member shall move up two ranks.
8. Any part-time employee eligible to work an overtime shift must meet same qualifications as entry level Firefighter/EMT, off probation, is a department certified ambulance driver, and cannot work with a probationary paramedic/firefighter.
9. All available overtime will be sent via text using CrewSense or other similar means.
10. A list of personnel shall be kept for at least 60 minutes, and eligible members shall be chosen based on lowest hours, highest rank, shift requirements and position eligibility lists.
11. Once an overtime spot has been assigned to a member, it will not be revoked unless the member originally scheduled to be absent becomes able to work.
12. Each employee shall be charged ONLY if he/she works the overtime. All other employees shall NOT be charged.

13. Overtime hours shall be logged into the OT Log program.
14. The 72-hour rule is in effect as follows:
  - a. The Township limits each employee to working not more than 72 hours (three days) in a row of shift work. (*Employees working 72 hours in a row must have 12 hours off prior to 72 hours of work, and 24 hours after the 72-hour shift.*)
  - b. Swap time is considered time worked.
  - c. The Township will allow an employee to accept overtime beyond the 72-hour rule for the following:
    - i. OIC meetings.
    - ii. Training meetings.
    - iii. Other mandatory functions approved by the Township.
  - d. It is the responsibility of the employee to notify the OIC if the 72-hour rule prohibits them from working.
15. The Fire Chief shall be contacted in the event two (2) part-time personnel are working shift.
16. A new full-time employee shall be eligible for callback once approved by the Fire Chief.
17. Any *new full-time employee* or *newly promoted employees* shall be placed in the overtime book with one (1) hour more than the highest number of hours in their classification. If an employee, promoted to an Acting position, moves back to his/her original position, the number of hours accrued while working in the Acting position shall be transferred to his/her original position.
18. If any circumstances arise that are not covered by this policy, the Fire Chief shall be contacted.
19. Any changes to the above procedures shall be mutually agreed upon by the Union and the Township.



Manager's Office

(517) 323-8590

**MEMO**

**DATE:** December 21, 2020  
**TO:** Supervisor Kenneth R. Fletcher and the Delta Township Board  
**FROM:** Brian Reed, Township Manager  
**SUBJECT:** MERS Defined Benefit Plan Adoption Agreements

With the ratification of the Firefighter contract, the following documents need to be adopted in order to amend the Defined Benefit retirement plans for our firefighters effective January 1, 2021.

The first agreement bridges the retirement COLA from 2.5% to 0%, effective January 1, 2021. The second agreement limits the cap that the employee will pay towards the defined benefit plan to 10%. The actuarial payments will be split 50/50 between employee and employer up to 20%. The employer will be responsible for any actuarial payments above 20% in the future. These documents were provided and filled out by our Municipal Employees' Retirement System (MERS) representative based on the contract for board passage.

Therefore, I offer the following motion:

***"I move that the Delta Township Board approves the following MERS Defined Benefit Plan Adoption Agreements:***

- 1. Defined Benefit Plan Adoption Agreement for a COLA bridge effective January 1, 2021**
- 2. Defined Benefit Plan Adoption Agreement for Employee contribution cap effective January 1, 2021.**

**Furthermore, the Delta Township Board authorizes the Township Manager to sign and execute these agreements."**





# Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
Month Month

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B.  If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Defined Benefit division number \_\_\_\_\_.  
Last day of month  
*Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D.  If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

E.  If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

# Defined Benefit Plan Adoption Agreement

F.  If this is an amendment to close Defined Benefit division(s) # \_\_\_\_\_, with new hires, rehires, and transfers going into an **existing** Defined Benefit division # \_\_\_\_\_, the effective date shall be \_\_\_\_\_ (month/year).

**Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.**

(The amount may be adjusted for any benefit modifications that may have taken place since then).

### III. Plan Eligibility

Division Title: \_\_\_\_\_

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other :</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other 2:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	

**Probationary Periods** (select one):

Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends.

The probationary period will be \_\_\_\_\_ month(s).

Comments:

Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

# Defined Benefit Plan Adoption Agreement

## IV. Provisions

### 1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating “70 hours” will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) \_\_\_\_\_ hours in a month.

### 2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be granted. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee’s current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee’s hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee’s start and end date per month, along with the employee’s hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers’ Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

# Defined Benefit Plan Adoption Agreement

## 3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Base Wages	Box 1 Wages	Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> (most common below; list is not inclusive of all types) PTO payouts Longevity Bonuses Merit pay Job certifications Payment for education Moving expenses Sick payouts Hazard pay Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b> Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

# Defined Benefit Plan Adoption Agreement

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

**CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

## Types of Compensation

### Regular Wages

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Salary or hourly wage X hours  | <input type="checkbox"/> On-call pay  |
| <input type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input type="checkbox"/> Other: _____ |

### Other Wages apply: YES NO

- |  |  |
|--|--|
| <input type="checkbox"/> Shift differentials | <input type="checkbox"/> Severance issued over time (weekly/bi-weekly) |
| <input type="checkbox"/> Overtime            | <input type="checkbox"/> Other: _____                                  |

### Lump Sum Payments apply: YES NO

- |   |  |
|---|--|
| <input type="checkbox"/> PTO payouts        | <input type="checkbox"/> Payment for education             |
| <input type="checkbox"/> Longevity          | <input type="checkbox"/> Moving expenses                   |
| <input type="checkbox"/> Bonuses            | <input type="checkbox"/> Sick payouts                      |
| <input type="checkbox"/> Merit pay          | <input type="checkbox"/> Severance (if issued as lump sum) |
| <input type="checkbox"/> Job certifications | <input type="checkbox"/> Other: _____                      |

### Taxable Payments apply: YES NO

- |   |  |
|---|--|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | <input type="checkbox"/> Car allowance |
| <input type="checkbox"/> Prizes, gift cards   | <input type="checkbox"/> Other: _____  |
| <input type="checkbox"/> Personal use of a company car  |  |

### Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES NO

- |   |   |
|---|---|
| <input type="checkbox"/> Gun, tools, equipment, uniform | <input type="checkbox"/> Mileage reimbursement  |
| <input type="checkbox"/> Phone                          | <input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| <input type="checkbox"/> Fitness                        | <input type="checkbox"/> Other: _____   |

## Types of Deferrals

### Elective Deferrals of Employee Premiums/Contributions apply: YES NO

- |  |  |
|--|--|
| <input type="checkbox"/> 457 employee and employer contributions | <input type="checkbox"/> IRA contributions |
| <input type="checkbox"/> 125 cafeteria plan, FSAs and HSAs       | <input type="checkbox"/> Other: _____      |

## Types of Benefits

### Nontaxable Fringe Benefits of Employees apply: YES NO

- |  |  |
|--|--|
| <input type="checkbox"/> Health plan, dental, vision benefits    | <input type="checkbox"/> Group term or whole life insurance < \$50,000 |
| <input type="checkbox"/> Workers compensation premiums           | <input type="checkbox"/> Other: _____                                  |
| <input type="checkbox"/> Short- or Long-term disability premiums |  |

### Mandatory Contributions apply: YES NO

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Defined Benefit employee contributions                  | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> MERS Health Care Savings Program employee contributions |                                       |

### Taxable Fringe Benefits apply: YES NO

- |   |   |
|---|---|
| <input type="checkbox"/> Clothing reimbursement                         | <input type="checkbox"/> Group term life insurance > \$50,000 |
| <input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Other: _____                         |

### Other Benefits / Lump Sum Payments apply: YES NO

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

# Defined Benefit Plan Adoption Agreement

## IV. Valuation-Required Provisions

**Valuation Date:** \_\_\_\_\_, 20\_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

\_\_\_\_\_ on \_\_\_\_\_  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I \_\_\_\_\_  
(Name)

\_\_\_\_\_ waive the right for a presentation of the results.  
(Title)

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

**2. Benefit Multiplier** (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

Termination Final Average Compensation (calculated over the members entire wage history)

Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

**3. Final Average Compensation** (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years

**4. Vesting** (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years

**5. Normal Retirement Age** will be the later of: \_\_\_\_\_ (any age from 60-70), or the vesting provision selected above (#4).

**6. Required employee contribution** (Increments of 0.01%) \_\_\_\_\_ %

# Defined Benefit Plan Adoption Agreement

## 7. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service between 25 and 30 years _____
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

## 8. Other

- Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the employees' benefit (also known as an RS50)
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
  - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
    - Interest rate for employee contributions as determined by the Retirement Board, or
    - MERS' assumed rate of return as of the date of the distribution.

## 9. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date <input type="checkbox"/> Retirees who retire <b>between</b> _____/01/____ and _____/01/____	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
Increase of _____ % or \$_____ per month	Increase of _____ % or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

# Defined Benefit Plan Adoption Agreement

## 10. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

## VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.



# Defined Benefit Plan Adoption Agreement

---

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
Month Month

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B.  If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Defined Benefit division number \_\_\_\_\_.  
Last day of month  
*Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D.  If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

E.  If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_.

# Defined Benefit Plan Adoption Agreement

F.  If this is an amendment to close Defined Benefit division(s) # \_\_\_\_\_, with new hires, rehires, and transfers going into an **existing** Defined Benefit division # \_\_\_\_\_, the effective date shall be \_\_\_\_\_ (month/year).

**Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.**

(The amount may be adjusted for any benefit modifications that may have taken place since then).

### III. Plan Eligibility

Division Title: \_\_\_\_\_

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other :</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other 2:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	

**Probationary Periods** (select one):

Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends.

The probationary period will be \_\_\_\_\_ month(s).

Comments:

Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

# Defined Benefit Plan Adoption Agreement

## IV. Provisions

### 1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating “70 hours” will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) \_\_\_\_\_ hours in a month.

### 2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be granted. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee’s current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee’s hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee’s start and end date per month, along with the employee’s hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers’ Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

# Defined Benefit Plan Adoption Agreement

## 3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Base Wages	Box 1 Wages	Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> (most common below; list is not inclusive of all types) PTO payouts Longevity Bonuses Merit pay Job certifications Payment for education Moving expenses Sick payouts Hazard pay Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b> Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

# Defined Benefit Plan Adoption Agreement

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

**CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

## Types of Compensation

### Regular Wages

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Salary or hourly wage X hours  | <input type="checkbox"/> On-call pay  |
| <input type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input type="checkbox"/> Other: _____ |

### Other Wages apply: YES NO

- |  |  |
|--|--|
| <input type="checkbox"/> Shift differentials | <input type="checkbox"/> Severance issued over time (weekly/bi-weekly) |
| <input type="checkbox"/> Overtime            | <input type="checkbox"/> Other: _____                                  |

### Lump Sum Payments apply: YES NO

- |   |  |
|---|--|
| <input type="checkbox"/> PTO payouts        | <input type="checkbox"/> Payment for education             |
| <input type="checkbox"/> Longevity          | <input type="checkbox"/> Moving expenses                   |
| <input type="checkbox"/> Bonuses            | <input type="checkbox"/> Sick payouts                      |
| <input type="checkbox"/> Merit pay          | <input type="checkbox"/> Severance (if issued as lump sum) |
| <input type="checkbox"/> Job certifications | <input type="checkbox"/> Other: _____                      |

### Taxable Payments apply: YES NO

- |   |  |
|---|--|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | <input type="checkbox"/> Car allowance |
| <input type="checkbox"/> Prizes, gift cards   | <input type="checkbox"/> Other: _____  |
| <input type="checkbox"/> Personal use of a company car  |  |

### Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES NO

- |   |   |
|---|---|
| <input type="checkbox"/> Gun, tools, equipment, uniform | <input type="checkbox"/> Mileage reimbursement  |
| <input type="checkbox"/> Phone                          | <input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| <input type="checkbox"/> Fitness                        | <input type="checkbox"/> Other: _____   |

## Types of Deferrals

### Elective Deferrals of Employee Premiums/Contributions apply: YES NO

- |  |  |
|--|--|
| <input type="checkbox"/> 457 employee and employer contributions | <input type="checkbox"/> IRA contributions |
| <input type="checkbox"/> 125 cafeteria plan, FSAs and HSAs       | <input type="checkbox"/> Other: _____      |

## Types of Benefits

### Nontaxable Fringe Benefits of Employees apply: YES NO

- |  |  |
|--|--|
| <input type="checkbox"/> Health plan, dental, vision benefits    | <input type="checkbox"/> Group term or whole life insurance < \$50,000 |
| <input type="checkbox"/> Workers compensation premiums           | <input type="checkbox"/> Other: _____                                  |
| <input type="checkbox"/> Short- or Long-term disability premiums |  |

### Mandatory Contributions apply: YES NO

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Defined Benefit employee contributions                  | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> MERS Health Care Savings Program employee contributions |                                       |

### Taxable Fringe Benefits apply: YES NO

- |   |   |
|---|---|
| <input type="checkbox"/> Clothing reimbursement                         | <input type="checkbox"/> Group term life insurance > \$50,000 |
| <input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Other: _____                         |

### Other Benefits / Lump Sum Payments apply: YES NO

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

# Defined Benefit Plan Adoption Agreement

## IV. Valuation-Required Provisions

Valuation Date: \_\_\_\_\_, 20 \_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

- Our MERS representative presented and explained the valuation results to the \_\_\_\_\_ on \_\_\_\_\_.  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)
- As an authorized representative of this municipality, I \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Title) waive the right for a presentation of the results.

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

### 2. Benefit Multiplier (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

- Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

### 3. Final Average Compensation (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years

### 4. Vesting (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years

### 5. Normal Retirement Age will be the later of: \_\_\_\_\_ (any age from 60-70), or the vesting provision selected above (#4).

### 6. Required employee contribution (Increments of 0.01%) \_\_\_\_\_ %

New ER cap 50/50 split up to 20% then ER will pay the rest.

# Defined Benefit Plan Adoption Agreement

## 7. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service between 25 and 30 years _____
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

## 8. Other

- Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the employees' benefit (also known as an RS50)
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

- Interest rate for employee contributions as determined by the Retirement Board, or
- MERS' assumed rate of return as of the date of the distribution.

## 9. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date <input type="checkbox"/> Retirees who retire <b>between</b> _____/01/____ and _____/01/____	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.



# Defined Benefit Plan Adoption Agreement

## 10. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

## VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

# Defined Benefit Plan Adoption Agreement

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## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



Planning Department

(517) 323-8560

**MEMO**

**TO:** Supervisor Kenneth R. Fletcher & Township Board  
Delta Charter Township

**FROM:** Matt McKernan, Planner

**DATE:** December 15, 2020

**SUBJECT:** Final Consideration of Redwood Apartments Rezoning Request in Case No. 10-20-8.



The Township is in receipt of an application submitted by Redwood Living to rezone 4 parcels located at 7725, 7805, 7819, 7831 W Willow Hwy from AG2- Agricultural/Residential, to RM-Multiple Family Residential. The 19.46-acre site is located approximately 180 feet east of I-96 and 620 feet west of Canal Rd on Willow Highway, in Section 9 of Delta Township. The applicant wishes to create a multi-family residential development on the site similar to the existing Redwood development on the west side of I-96. A conceptual plan for the multifamily residential development is attached to this memo.

On October 19, 2020 the Board referred the request to the Planning Commission for the purpose of holding a public hearing and making a recommendation to the Township Board. The Planning Commission held a public hearing on November 23, 2020 and subsequently recommended approval of the request to the Township Board. The request was formally introduced by the Board on December 7, 2020, and is now being placed on the Board's December 21, 2020 agenda for final consideration. The proposed development will be subjected to a full site plan review by the Planning Commission if the rezoning is approved.

Attached please find the summary record of public hearing for the rezoning request and Redwood's conceptual plan for a single-story apartment development for the site. Staff's report containing an aerial location map, photos, and other pertinent information is also attached.



The following motion, consistent with the Planning Commission's recommendation, is offered for the Board's consideration:

***"I move that the Delta Township Board approve the rezoning request for the property described in Case No.10-20-08 (Parcel Nos. 040-070-200-230-00, 040-070-200-241-00, 040-070-200-250-00, 040-070-200-260-00), located at 7725, 7805, 7819, & 7831 W. Willow Highway, from AG2-Agricultural/Residential to RM-Multiple Family Residential for the following reasons:***

- 1. The request meets the general standards for amendments to the official zoning map found in Section 16.04(B) of the 2017 Delta Township Zoning Ordinance.***
- 2. A multiple family residential development is a more desirable use than single-family home sites at this location due to the subject properties' proximity to the I-96 freeway. Multi-family developments can serve as a desirable buffer/transition between expressways and single-family neighborhoods. The Township has multiple examples of apartments adjacent and in proximity to I-96, with the existing Pepper Ridge Apartments as the most relevant example.***
- 3. The proposed rezoning is consistent with the intent of the Township Master Plan to provide a mix of housing types for various income and age groups.***
- 4. The subject parcel is adequately served by public utilities.***

**Summary Record of Public Hearing for Case No. 10-20-08: Request to rezone four parcels (7725, 7805, 7819, 7831 West Willow Highway) from AG2-Agricultural/Residential, to RM-Multiple Family Residential, to allow for construction of a multi-family residential development.**

Members in attendance: Bradley, Kosinski, Mudry, McConnell, Proctor, Schweitzer, Meddaugh, Elsinga, and Weinfeld.

Members absent:

Planner Matt McKernan informed the Commission that Redwood Living was requesting to rezone 20 acres at the southeast corner of West Willow Highway and I-96 from AG2, Agricultural/Residential, to RM, Multiple Family Residential. The request is very similar to the rezoning the Township approved in 2015 for the Redwood Apartments located at the southwest corner of West Willow and I-96. The Township's Master Plan recommends single family residential for this area of the Township, but the proposal met other intentions of the Master Plan such as providing a range of housing styles for various age groups and demographics. Mr. McKernan noted that the development targeted empty nesters and that the average age in the community was 53 years of age. He noted that the original concept plan submitted by the applicant illustrated over 100 units, but a revised concept plan submitted today illustrated 85 units. He noted that the Township's Engineer conducted a basic review of the request and indicated that public utilities were available to serve the proposed development. Storm drainage would be provided via a storm drain that traversed the neighborhood to the south.

Mr. Kosinski said he agreed with the recommendation for approval this evening and felt the proposed development was an appropriate use of the land and with the overall direction the Township was going. Mr. Kosinski said he wanted to go on record in saying that every precaution should be taken to ensure that hard surface runoff didn't drain into the existing wetlands and that stormwater is channeled into the applicant's detention pond and ultimately into the storm sewer. He felt it was important to put precautions in place in order to protect the wetlands that existed on the site.

Planning Director Gary Bozek said due to the size of the development, the Planning Commission would review the site plan which was another safeguard to ensure the development was in compliance with Township regulations, as well as those of the appropriate county and state agencies.

Mr. Schweitzer inquired about regulations in place regarding the preservation of existing trees on the site.

Mr. Bozek stated that the Tree Preservation section in the Zoning Ordinance governed the front and rear setback, but there was language about preserving as many of the natural trees as possible. He noted that the applicant could be put on notice regarding preserving as many of the existing trees rather than removing them. He noted that there was not specific landscaping required in multi-family residential developments, but the preservation of existing vegetation is one of the standards in the ordinance.

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Mr. McConnell said after reviewing the land uses that are permitted by-right, he questioned what an “essential service minor installation” was.

Mr. Bozek used the example of a sanitary sewer lift station or electrical sub-station as an essential service minor installation.

Mr. Weinfeld understood that residents of the current communities in the area met with the developer and he questioned whether staff had received any input from the residents or whether citizen representatives were present this evening who would like to speak this evening.

Mr. Bozek recommended that the developer provide an overview of their request first in order to familiarize the Commission with the proposal.

Emily Engelhart, 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025, provided a presentation to the Planning Commission that was given to the residents regarding their proposal this evening. Ms. Engelhart noted that Redwood built ranch style units which provided two bedrooms, two baths, an attached two car garage, a full driveway, and a personal patio. Redwood had over 13,000 units throughout the Midwest. All their neighborhoods were owned and managed by Redwood and of all 13,000 units they owned, approximately 99% were leased with waiting lists. Redwood developments had on-site property managers and maintenance personal who lived on site, or nearby, and that they still owned and managed the first neighborhood they built in 1991. Ms. Engelhard noted that they didn’t age restrict and they rented to anyone who qualified, but they had found that their developments were very attractive to empty nesters, seniors , young professionals, and folks who are looking within the \$1,600 to \$2,000 a month price range which is what they were proposing for this project.

Ms. Engelhart noted that what made Redwood so appealing was the fact they offered a maintenance free lifestyle. They had found that most of the residents in their communities came from within a three to five-mile radius who had sold their single-family homes in search of this type of community. Redwood requires both a background and credit check and that they had long term residents who stayed five to seven years on average which is longer than what you will find for apartment communities. Ms. Engelhart illustrated renderings of the different floor plans and exterior building styles they offered. She also illustrated a map showing existing neighborhoods they managed in Michigan, as well as developments that were under construction. Ms. Engelhart noted that they currently had 52 neighborhoods in Ohio, and had grown to 100 neighborhoods throughout the Midwest, the Carolinas, and the fact that they were now looking to develop in Texas and Nebraska. When they considered future sites, they looked at the age of the housing population, employment, and income in order to make sure the development would be successful.

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Ms. Engelhart illustrated a map of locations they were currently considering and the fact that they held a virtual neighborhood meeting last Thursday in order to introduce themselves and answer any questions ahead of the meeting this evening. Ms. Engelhart illustrated a copy of their site plan which showed 4.39 units per acre and 85 units on 20 acres. She noted that they planned on preserving the large wetlands located in the center of the site. The site plan also illustrated 8.15 acres of open space, proximity of their units to adjacent homes, and a conceptual landscaping plan.

Mr. Meddaugh asked if there was anyone from the public who would like to speak this evening.

Erin Allen, 7712 Madrid Drive, said she wasn't able to attend the virtual meeting last Thursday, but her home was located to the far east of the proposed development where it abutted up to the area where the detention pond was located. Ms. Allen stated that she purchased her home specifically because of what existed behind her and she questioned what type of impact it would have on her property values if the woods behind her were removed. She questioned if the property value is really aligning to what that property is worth. Ms. Allen said she often joked with family and friends that she would like to buy the property out to Willow Highway and keep the existing zoning classification for the long term because she felt there was a lot of value having some of that in the Township. Ms. Allen asked about storm drainage and the fact that she had serious drainage problems on her property because of how the property had been developed. She indicated that there was a storm drain in her back yard, but since she moved to her home five years ago, she has had to add tile to her back yard, but she still experienced flooding. Ms. Allen reiterated her concerns with property values and questioned if the proposed development was a feasible option for the community.

Mr. Meddaugh asked Mr. Bozek to address Ms. Allen's concern regarding property values.

Mr. Bozek said when the Township Assessor was faced with the question of property values, his standard answer is that a rezoning in of itself does not affect property values of adjacent properties, but what is constructed next to it may or may not. Mr. Bozek noted that the Township's Assessor does not weight in on that question until development has occurred. He noted that at this point, it's hard to estimate what impact there would be on property values.

Mr. Meddaugh asked staff about storm drainage provisions.

Mr. Bozek said the Eaton County Drain Commissioners Office, who would review and approve the drainage plan for the property, would look at what the existing situation is and what the impacts may be. He said when the Drain Commissioner approves a development plan, he is concerned that what is occurring does not further exacerbate an existing problem. Mr. Bozek said he did not know whether the Drain Commissioner was aware of what was currently happening in the area, but staff can pose that question when a site plan is submitted. When the design comes through for storm drainage provisions on the site, the Drain Commissioner will

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take a better look at it.

Steve Young, 7733 Madrid, said he was concerned with foot traffic that could be generated into his neighborhood and whether there had been any thoughts to providing some type of separation barrier to protect the privacy of those residents that abut the proposed development. Mr. Young noted that during the virtual presentation with the residents, it had been mentioned that trees could be installed, and he questioned whether those concerns would be taken seriously.

Mr. Bozek said there are no requirements or regulations in the Zoning Ordinance that stipulate that neighborhoods be segregated with physical barriers. He said if the developer was amendable to planting trees or installing a fence, they were not precluded from doing that. Mr. Bozek pointed out that under the multi-family zoning classification that is being requested this evening, buildings were required to be setback 40 feet from the property line. If the current zoning classification remained in place and someone wanted to make improvements to the property, they could be as close as 12 feet from the property line. Mr. Bozek said in this case, the developer was required to be further away than they normally would be under the current zoning classification.

Mr. Young asked if there is a situation where the residents or Delta Township could vote on this and whether the residents were only giving their opinions.

Mr. Bozek said tonight's meeting was the resident's forum to register their concerns. The Planning Commission's action tonight is a recommendation only and that the Township Board made the final decision. Mr. Bozek noted that the Township Board received a transcript of tonight's meeting, as well as staff's report on the request. Mr. Bozek proceeded to review the procedural steps that were followed when processing a rezoning request.

Mr. Weinfeld said while it's not in the Zoning Ordinance, he questioned if the Planning Commission or Township Board could require some type of separation during site plan review.

Mr. Bozek said the Township Board did not review the site plan and that the Planning Commission could require a barrier during site plan review. He said staff would look at language in the Zoning Ordinance to see if it was possible and to determine if it's a legitimate intent expressed in the Zoning Ordinance.

Mr. Weinfeld said in regards to the gentleman's question on the process, he noted that this evening's meeting was a hearing on the rezoning and if the Township Board approves the rezoning request, a site plan would come before the Planning Commission for review.

Mr. Bozek said that was correct and that the Commission would receive a detailed engineered drawing prepared by a civil engineer and an architect. He said not only was Township staff involved in the review, but county and state agencies were involved as well



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Mr. Weinfeld said he wanted to be clear to members of the public that the first step to the process was the request for the rezoning and if the rezoning is approved by the Township Board, the site plan review process would begin where questions he was hearing this evening could be answered.

Mr. Bozek said State law required the Township to notify residents of the rezoning request, but notification is not required for site plan review. He said if there was enough interest, staff could make sure that one or more of the residents was aware of when the site plan would be reviewed and that it would be incumbent on them to notify their neighbors.

Ms. Bradley asked how many people attended the virtual meeting the developer hosted.

Ms. Engelhart said they sent out notices to 66 property owners which went beyond the boundaries required for rezoning requests. She noted that there were 12 people on their call, including three representatives from Redwood, and that there were nine participants not including Redwood representatives.

Ms. Bradley asked what type of notification was used and how it was sent out.

Ms. Engelhart said they sent a letter to the residents that provided instructions for the virtual meeting. She noted that they typically held in person meetings, but this was not an option due to COVID-19.

Ms. Bradley asked if there was nine people out of 66 residents that were notified who participated in the virtual meeting.

Ms. Engelhart said that was correct. Redwood also provided their contact information if residents couldn't attend the meeting in case they had any questions.

Ms. Bradley inquired about the current zoning classification on the site.

Mr. Bozek noted that the current zoning classification was a rural residential classification that permitted single family homes and associated outbuildings.

Ms. Bradley said single family homes could be as close as 12 feet to the property line, but what was being proposed this evening would be required to be setback 40 feet from the property line.

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Mr. Bozek said that was correct and that the proposed development would be required to be setback 40 feet from the property line. He noted that the Comprehensive Plan calls for what staff refers to as low density residential development which is consistent with what would be allowed in the RC zoning classification. The RC zoning classification is single family, but it allows for some attached units, but not in the manner Redwood would develop their property. Mr. Bozek felt it was important to note that the density Redwood is proposing to build at 4.4 units per acre, is under what would be allowable if the property was rezoned an RC zoning classification which allowed up to five units per acre. Although Redwood was asking for a higher density, they are only limiting the development to something that would be permitted under another zoning classification except they cannot configure the units as they would like under the other zoning classification.

Mr. Schweitzer questioned if the area located on the east side of the main road that separated the two buildings was also a wetland.

Ms. Engelhart said that area was part of a wetlands and would need a permit in order to cross. She noted that they would minimize their impact and that anything that was within that area would not be disturbed.

Mr. Schweitzer asked if the wetlands would be alleviated from going into the property to the east.

Mr. Bozek said it was possible that it could extend beyond the neighboring properties to the east.

James Decatur, 1825 North Canal, Lansing, Michigan, noted that that area flooded every year.

Mr. Bozek said that is probably a good indication that it is part of the wetlands.

Mr. Decatur said he lived near the wetlands area and was concerned with the amount of standing water in that area. He questioned where all the water would go when the property was developed. Mr. Decatur said the main reason why he purchased his property was because it was zoned agricultural but now that he would be surrounded by residential, he questioned how long it would be before his property on Canal was rezoned to residential.

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Mr. Bozek said in terms of the wetlands, the State would direct the developer and the Township as to what was allowable and beyond that, the Eaton County Drain Commissioner would approve any design to divert the water away from neighboring properties to avoid trespass of water. Mr. Bozek noted that there would be a way to take water from the detention pond and direct it into an existing County storm drain. Those designs would be designed by a civil engineer and presented during the site plan review process. Mr. Bozek said in regard to whether or not Mr. Decatur's property would be zoned to a residential zoning classification, he noted that there were four property owners along Willow Highway that petitioned through Redwood to have their properties rezoned to accommodate the development proposal. He said it was unlikely that the Township would rezone Mr. Decatur's property on its own and that the Township would wait for the property owners to petition the Township for a rezoning request.

Mr. Decatur asked what his options would be if he ended up with flooding in his backyard after the property was developed.

Mr. Bozek noted that it would be under the jurisdiction of the Eaton County Drain Commissioner's Office to review the system as designed by the developer and require any modifications they deem necessary in order to make sure that an existing problem is not exacerbated and that water did not trespass onto adjacent properties.

Ms. Bradley asked if the drawing that illustrated trees along the border of the property was adequate.

Ms. Engelhart said the drawing was a conceptual rendering and that it was their goal to preserve as many trees as they could along their border. They also liked to create natural barriers with trees which would be outlined in their landscaping plan. Ms. Engelhart noted that their landscaping plan will depict what they wanted to do if they got to the site plan approval stage.

Mr. McConnell questioned what the main responses were from those residents who attended the virtual meeting and whether there were different concerns raised this evening.

Ms. Engelhart said in general, the main discussion points during the virtual meeting were regarding preserving trees, property boundaries, and ensuring that the wetlands were not disturbed. She said there was some discussion about walking paths, but she felt those were more of site plan review considerations.

**MOTION BY MCCONNELL, SECONDED BY WEINFELD, THAT THE PUBLIC HEARING BE CLOSED. VOICE VOTE. CARRIED 9-0.**

**SUMMARY RECORD OF PUBLIC HEARING  
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**MOTION BY SCHWEITZER, SECONDED BY KOSINSKI, THAT THE DELTA TOWNSHIP PLANNING COMMISSION RECOMMEND TO THE DELTA TOWNSHIP BOARD APPROVAL OF THE REQUEST TO REZONE THE PROPERTY DESCRIBED IN CASE NO. 10-20-08, BEING PARCEL NOS. 040-070-200-230-00, 040-070-200-241-00, 040-070-200-250-00, 040-070-200-260-00, FROM AG2-AGRICULTURAL/RESIDENTIAL TO RM-MULTIPLE FAMILY RESIDENTIAL FOR THE FOLLOWING REASONS:**

- 1. THE REQUEST MEETS THE GENERAL STANDARDS FOR AMENDMENTS TO THE OFFICIAL ZONING MAP CONTAINED IN SECTION 16.04(B) OF THE 2017 DELTA TOWNSHIP ZONING ORDINANCE.**
- 2. THE PROPOSED USE IS CONSISTENT WITH THE INTENT OF THE TOWNSHIP MASTER PLAN TO PROVIDE A MIX OF HOUSING TYPES FOR VARIOUS INCOME AND AGE GROUPS.**
- 3. THE SUBJECT PARCEL CAN BE ADEQUATELY SERVED BY PUBLIC UTILITIES.**
- 4. A MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENT AT THIS LOCATION CAN SERVE AS AN EFFECTIVE BUFFER/TRANSITION ZONE BETWEEN THE I-96 EXPRESSWAY AND THE SINGLE-FAMILY DEVELOPMENTS TO THE EAST AND SOUTH OF THE SUBJECT PROPERTIES.**

Mr. McConnell said he was in support of the motion, but he wanted to encourage the applicant to work with the residents before the final site plan is brought to the attention of the Planning Commission to address the concerns to the extent they can, particularly with respect to buffering.

Mr. Weinfeld said he also wanted to make sure the Drain Commissioner's Office is closely involved in this project as well. He did not want to approve a site plan that would create additional flooding issues in the neighbors back yards.

Mr. Bozek said the Zoning Ordinance is very specific that the Township's Zoning Administrator cannot sign and approve the final site plan until the Drain Commissioner's Office renders their approval.

Mr. Weinfeld said he hoped the Drain Commissioner's Office worked with the residents as well.

Mr. Kosinski said he would like to recommend to the residents that they proactively reach out to the Drain Commissioner's office and request an opportunity to speak with the Drain Commissioner. He further recommended that the residents proactively reach out to the responsible party with the State of Michigan that regulates wetlands.

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**ROLL CALL VOTE. CARRIED 9-0.**

Respectfully submitted,

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Arnold Weinfeld, Secretary

<https://deltami2.sharepoint.com/sites/DELTAPlanningDepartment/Shared Documents/General/Anne Swink/MIN/2020 PC/Redwood Apts. Rezoning.doc>

# Planning Commission

## Rezoning: AG2-Agricultural/Residential to RM-Multiple Family Residential Section 9

**Meeting Date:**  
November 23, 2020

**Report Date:**  
November 18, 2020

**File No:** 10-20-08

**Applicant:**  
Redwood Living

**Location**  
7725, 7805, 7819 &  
7831 W. Willow Hwy

**Parcel Numbers:**  
040-070-200-230-00,  
040-070-200-241-00,  
040-070-200-250-00,  
040-070-200-260-00

**Current Zoning District:**  
AG2-  
Agricultural/Residential

**Proposed Request:**  
Rezone to RM-Multiple  
Family Residential

**Report Prepared By:**  
Matt McKernan,  
Planner



### Overview

Request to rezone four parcels (7725, 7805, 7819, 7831 West Willow Highway) from AG2-Agricultural/Residential to RM-Multiple Family Residential to allow for construction of a multi-family residential development.

### Staff Recommendation

Recommendation of approval; *with stipulations*

### Related Documents

- Application 10-20-08
- Conceptual site plan





### Surrounding Zoning and Land Use:

**North:** AG2-Agricultural/Residential

**East:** AG2-Agricultural/Residential

**South:** RC-Moderate Density

**West:** AG2-Agricultural/Residential

### Zoning History:

**1970:** A-Residential Single Family

**1974:** A2-Limited Agriculture

**1990:** A2-Limited Agriculture

**2017:** AG2-Agricultural/Residential

### Project Description

The applicants, Redwood Living, have applied to rezone approximately 20 acres of land from AG2-Agricultural/Residential to RM-Multiple Family Residential. The subject parcels (7725, 7805, 7819, 7831 West Willow Hwy) are located on the south side of Willow Hwy, approximately 85 feet east of I-96.

The applicants have submitted a conceptual plan (see attached) for a 114-unit single-story apartment development, broadly similar to their previous development, Pepper Ridge Apartments, which are located approximately 400 feet to the west of the proposed rezoning in this case, at the southwest corner of I-96 and West Willow Highway. The original 25-acre Redwood development on the west side of I-96 was rezoned from RA, Very Low Residential, and A2, Agricultural/Residential, to a multiple family residential zoning classification in 2015. Pepper Ridge consists of 161 total units in two phases, which were approved by the Township in 2015 and 2017, respectively.

The four subject parcels in this case were first developed as single-family residences in the 1940s. The current owners of the four homes have submitted a written statement allowing Redwood Living to request a rezoning on their behalf. The four homes will be demolished if the Township grants the required approvals for an apartment development on the site.

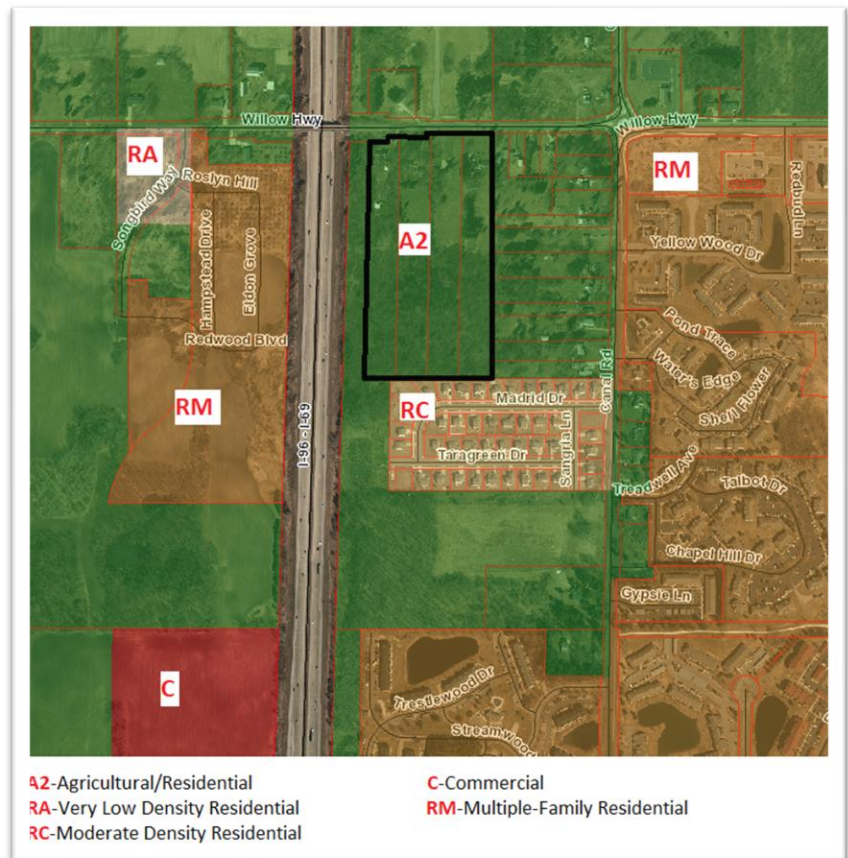
Apartment complexes are permitted by right in the RM-Multiple Family Zoning District. Other potential uses in the RM district are outlined in the land use table located in the index of this report. Rezoning the property should not result in undesirable uses of the property. All the uses that would be potentially incompatible with adjacent single-family homes such as Fraternity/Sorority houses, would require a Special Land Use Permit from the Township Board.

If the Township grants the rezoning request, the proposed development will be subject to a full site plan review by the Planning Commission. Issues such as stormwater management and traffic impact will be fully reviewed during site plan approval.

### Technical Information

#### Natural Features:

The four subject parcels have been utilized as rural single-family homesites since the early-mid 1940's. The southern half of the properties can be characterized as undeveloped wooded and wetland areas. The applicant



has identified two designated wetland areas in the center of the proposed development, which will remain undisturbed. The applicant intends to utilize the area between the wetlands as an additional stormwater detention area. The majority of the wooded areas in the south of the development would be cleared for home sites.

#### **Utilities:**

The Township Engineer has indicated that the existing 24-inch water main on the north side of Willow Highway can easily accommodate the proposed 141-unit apartment development.

The Township Engineer indicated that it will be more challenging to connect the development to sewer but certainly possible. The eastern 2 lots (7725 and 7805 W Willow Hwy) are already connected to the sewer system, but the pipes are too shallow to accommodate development on the south portion of the proposed development. This problem could be overcome by installing a pumping system or by connecting the southern portion of the development to the sewer system at the end of the stub at Taragreen Drive in the Westcharme Estates neighborhood. This would require the developer to acquire an easement through one or several properties to the south. The applicant will need to address this concern prior to site plan review.

There is a stub available to connect to the Lee Drain through the single-family neighborhood to the south. Stormwater management plans will need to be approved by the Eaton County Drain Commissioner's Office as part of site plan approval.

#### **Traffic:**

The four subject properties have approximately 665 feet of combined frontage on Willow Highway. The development is proposed to have a single entrance off West Willow Highway, which will require approval from the Eaton County Road Commission. A traffic impact study would not be required for this development under the requirements of Section 10.03 B of the zoning ordinance since it is not expected to generate more than 1000 average trips per day or 100 trips during peak hours.

As noted in the staff report for the 2015 Redwood Apartments rezoning on the west side of I-96, it is somewhat difficult to classify the proposed development. While the development consists of attached rental units, it would probably most accurately be reviewed as "Condominium/Townhouse" given the targeted demographics and price points for the units. Condominiums/Townhouses are expected to generate 5.81 trips per day according to the 9<sup>th</sup> Edition of the ITE Trip Generation manual published in 2012. This would translate to 820 anticipated daily trips for a 141-unit development. The 2015 staff report indicated that the trips generated would likely be less than 5.81 as the developers have indicated that these types of apartment complexes are typically composed of 70% of the occupants being age 50 and above. Classifying the development as a "senior detached housing" development would be anticipated to generate 3.48 trips per day or 491 daily trips. The lower estimate seems to have been born out as the existing Redwood Apartments complex has not appeared to create traffic problems for Willow Highway.

#### **Standards of Review**

*The proposed amendment to the Township Zoning Map has been reviewed according to the criteria outlined in **Section 16.04 (B)** of the Delta Township Zoning Ordinance.*

#### **SECTION 16.04 (B) Criteria for Amendments to the Official Zoning Map**

- 1. Whether the rezoning is consistent with the goals, policies, and uses proposed for the subject parcel in the Township's Comprehensive Plan.**



Delta Township is in the process of updating the Township's Comprehensive Plan. The properties under consideration for rezoning are planned for "low density residential" development on the current Future Land Use Map. Apartment complexes are generally not considered to be consistent with low-density residential development. Amending the future land use recommendation for the subject parcel may be desirable as discussed below, and can be accommodated during the update process.

Amending the Future Land Use and Zoning map to accommodate this develop may be desirable as it meets the several of the intentions of the current Master Plan. The Master Plan encourages of mix of housing types targeted for various income and age types. The large single-story attached apartments are targeted primarily toward the emerging "empty nester" 50+ age demographic but are also appealing to the young professional demographic as well.

A multiple family development at this location might also be a more desirable use than single-family home sites due to the subject properties' adjacency to I-96. Multi-family developments can serve as a desirable buffer/transition between expressways and single-family neighborhoods. The Township has multiple examples of apartments adjacent to I-96, with the existing Pepper Ridge Apartments as the most relevant example.

**2. *Whether the rezoning is justified by a change in conditions since the original ordinance was adopted or by an error in the original ordinance.***

The proposed rezoning is not the result of an error or change in conditions since the original ordinance was adopted. Master plans are intended to provide broad guidance on a municipality's future land use and sometimes need to be modified/adapted for specific circumstances. In this instance, the properties are perfectly suited for the "low-density" development, but multiple-family development may be more desirable in this instance. There are several apartment complexes in the vicinity of the subject parcel along Canal Road to the south and along Willow Highway to the east.

**3. *Whether the subject parcel possesses natural features and environmental characteristics which would be significantly adversely impacted by a development or use allowed by the requested rezoning.***

There are two wetland areas located in the center of the proposed development. The conceptual site plan for the development indicates that existing wetland areas will be incorporated into the stormwater management plan for the site and will be undisturbed by development.

**4. *Whether the rezoning complies with the purposes of this ordinance as described in Section 1.02 D.***

The proposed rezoning is generally consistent with Section 1.02 D of the Delta Township Zoning Ordinance. As part of the Comprehensive Plan update process, the Future Land Use Map can be amended to reflect a change from a "low-density" residential land use recommendation to "multi-family" residential designation.

**5. *Whether uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning.***

It can be argued that the subject properties are better suited for multiple-family development than single-family due to their close proximity to I-96, as well proximity to existing apartment development in the vicinity.

**6. *The ability of the Township or other governmental agencies to provide services, infrastructure and facilities that may be required if the rezoning were approved.***

The Township Engineer has indicated that adequate water and sewer service is available to the property. Sewer for the southern portion of the development will need to come from a pumping station from the north or through a connection to the sewer stub at the end of Taragreen Drive to the south. Impacts on other public infrastructure will be fully analyzed as part of site plan review.

## Staff Recommendation

The following motion is offered for the Planning Commission's consideration:

"I move that the Delta Township Planning Commission recommend to the Delta Township Board **approval** of the request to rezone the property described in Case No. 10-20-08, being Parcel Nos. 040-070-200-230-00, 040-070-200-241-00, 040-070-200-250-00, 040-070-200-260-00, from AG2-Agricultural/Residential to RM-Multiple Family Residential for the following reasons:

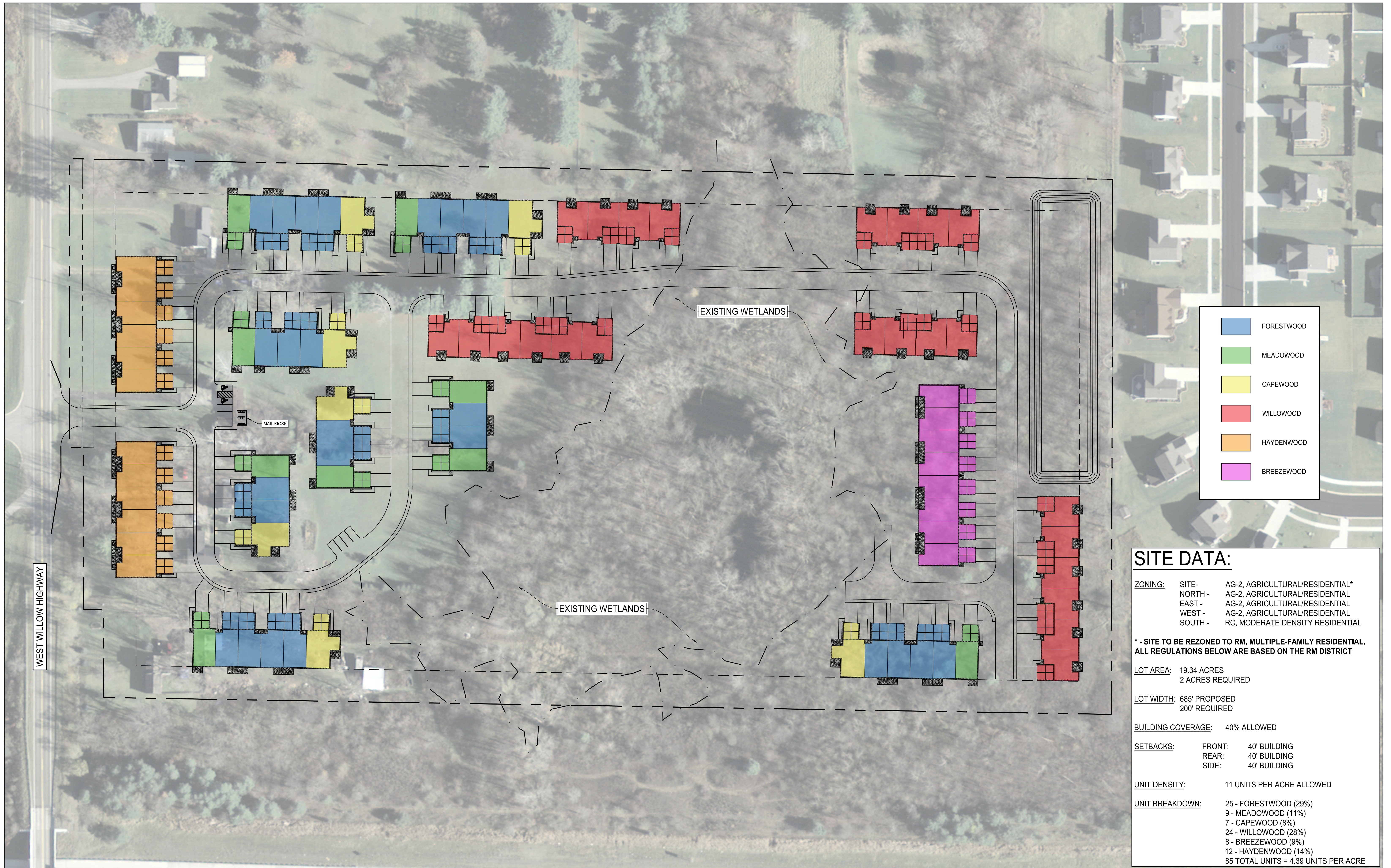
1. The request meets the general standards for amendments to the official zoning map contained in Section 16.04(B) of the 2017 Delta Township Zoning Ordinance.
2. The proposed use is consistent with the intent of the Township Master Plan to provide a mix of housing types for various income and age groups.
3. The subject parcel can be adequately served by public utilities.
4. A multiple-family residential development at this location can serve as an effective buffer/transition zone between the I-96 expressway and the single-family developments to the east and south of the subject properties.

## Appendix

The following table outlines additional uses permitted in the RM-Multiple Family Residential Zoning District:

Land Use	Schedule of Uses
Multiple Family Dwellings	Permitted by Right
Single-Family Attached	Permitted by Right
Fraternity/Sororities	Special Land Use
Functional Family Dwellings	Special Land Use
Manufactured Housing Communities	Special Land Use
Planned Unit Developments	Special Land Use
Senior Assisted Living	Permitted by Right
Senior Independent Living	Permitted by Right
Country Clubs	Special Land Use
Non-commercial Parks & Rec Facilities	Permitted by Right
Playground	Permitted by Right
Adult Foster Care, Congregate Facility	Special Land Use
Adult Foster Care, Family Home	Permitted by Right
Adult Foster Care, Large Group Home	Special Land Use
Adult Foster Care, Small Group Home	Special Land Use
Cemeteries	Special Land Use
Child Family Day Care Homes	Permitted by Right
Child Group Day Care Homes	Special Land Use
Convalescent Centers	Special Land Use
Essential Service, Minor Installation	Permitted by Right
Essential Service, Major Installation	Special Land Use
Geothermal Energy Systems	Accessory Use
Places of Worship	Permitted by Right
Primary/Secondary Schools	Special Land Use
Wind Energy Conversion System – Large	Special Land Use
Wind Energy Conversion System – Small	Accessory Use
Recycling Center, Small Collection Facility	Accessory Use
Wireless Communication Facility	Special Land Use





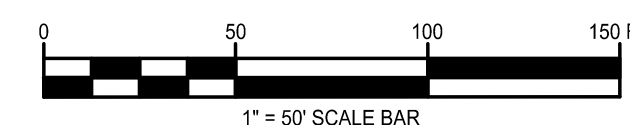
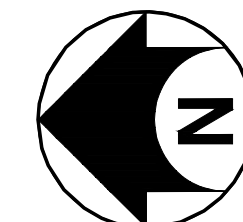
<span style="color: blue;">■</span>	FORESTWOOD
<span style="color: green;">■</span>	MEADOWOOD
<span style="color: yellow;">■</span>	CAPEWOOD
<span style="color: red;">■</span>	WILLOWOOD
<span style="color: orange;">■</span>	HAYDENWOOD
<span style="color: purple;">■</span>	BREEZEWOOD

**SITE DATA:**

<b>ZONING:</b>	SITE - AG-2, AGRICULTURAL/RESIDENTIAL*
	NORTH - AG-2, AGRICULTURAL/RESIDENTIAL
	EAST - AG-2, AGRICULTURAL/RESIDENTIAL
	WEST - AG-2, AGRICULTURAL/RESIDENTIAL
	SOUTH - RC, MODERATE DENSITY RESIDENTIAL

**\* - SITE TO BE REZONED TO RM, MULTIPLE-FAMILY RESIDENTIAL. ALL REGULATIONS BELOW ARE BASED ON THE RM DISTRICT**

<b>LOT AREA:</b>	19.34 ACRES
	2 ACRES REQUIRED
<b>LOT WIDTH:</b>	685' PROPOSED
	200' REQUIRED
<b>BUILDING COVERAGE:</b>	40% ALLOWED
<b>SETBACKS:</b>	FRONT: 40' BUILDING
	REAR: 40' BUILDING
	SIDE: 40' BUILDING
<b>UNIT DENSITY:</b>	11 UNITS PER ACRE ALLOWED
<b>UNIT BREAKDOWN:</b>	25 - FORESTWOOD (29%)
	9 - MEADOWOOD (11%)
	7 - CAPEWOOD (8%)
	24 - WILLOWOOD (28%)
	8 - BREEZEWOOD (9%)
	12 - HAYDENWOOD (14%)
	85 TOTAL UNITS = 4.39 UNITS PER ACRE







Manager's Office

(517) 323-8590

**TO: Supervisor Kenneth R. Fletcher & the Delta Township Board**

**FROM: Manager Brian Reed**

**DATE: December 16, 2020**

**SUBJECT: Appointments to the Tri-County Regional Planning Commission Committees and Boards**

Delta Township has representatives on several Tri-County Regional Planning Commission (TCRPC) committees/boards. According to the by-laws of the committees/boards listed below, the Township Board must officially appoint the individuals authorized to represent Delta Township via a Board resolution. These are as follows.

- CARTS – Capital Area Regional Transportation Study (Technical Committee)
- GMB – Groundwater Management Board
- GLRC – Greater Lansing Regional Committee for Storm Water Management

Staff is recommending the following appointments:

TCRPC Committee	Committee/Board Member	Designation
CARTS	Brian Reed & Ernie West Alannah Doak & Gary Bozek	Delegates Alternates
GMB	Ernie West Gary Bozek	Delegate Alternate
GLRC	Ernie West Gary Bozek	Delegate Alternate

The following motion is offered for the Board's consideration:

**"I move that the Delta Township Board make the following appointments to the Tri-County Regional Planning Commission Committees:**

- 1. Capital Area Regional Transportation Study Technical Committee (CARTS), Brian Reed and Ernie West as delegates and Alannah Doak and Gary Bozek as alternates**
- 2. Groundwater Management Board (GMB) Ernie West as Delegate and Gary Bozek as Alternate**
- 3. Greater Lansing Regional Committee for Storm Water Management (GLRC) Ernie West as Delegate and Gary Bozek as Alternate."**



Manager's Office

(517) 323-8590

**TO: The Delta Township Board**  
**FROM: Kenneth R. Fletcher, Township Supervisor**  
**DATE: December 21, 2020**  
**SUBJECT: Board and Commission Appointments**

I respectfully submit for your consideration the following individuals to be appointed to the Delta Township Boards/Commissions:

**Zoning Board of Appeals**

- **Trustee Andrea M. Cascarilla** is appointed to a full-term expiring November 20, 2024. She will act as the Delta Township Board representative for the ZBA.

**EATRAN Board of Directors**

- **Clerk Mary R. Clark** is appointed to a full-term expiring November 20, 2024. She will act as the Delta Township representative.

**Tri-County Regional Planning Commission**

- **Supervisor Kenneth R. Fletcher** is appointed to a full-term expiring January 27, 2025. He will act as the Delta Township representative.

Therefore, I offer the following motion for your consideration:

***“I move that the aforementioned persons be appointed to the Township Boards/Commissions; and that the Clerk is hereby directed to send notification to all of those selected informing them of their appointment.”***





Accounting Department

(517) 323-8510

**TO:** Supervisor Kenneth R. Fletcher and the Delta Township Board  
**FROM:** Courtney Nicholls, Finance Director  
**DATE:** December 17, 2020  
**SUBJECT:** 2020 Budget Amendments

Provided for consideration by the Board are the 2020 budget amendments. A written explanation for the requests is provided below along with a spreadsheet with the account details.

### GENERAL FUND

Township Clerk. Three elections were held in 2020. The volume of work associated with these elections was unprecedented due to the pandemic, the law change to allow any voter to vote absentee and the high turnout. Amendments are needed to cover personnel costs, overtime costs, postage, and other election related expenditures. \$101,365 has been received in revenue to offset the costs - \$83,900 from the State of Michigan for the March election costs and a \$17,465 grant from the Center for Civic Life.

Accounting & Treasury. The salary line item needs to be amended due to the vacation and sick time pay outs that were owed to the former Finance Director. An employee also came back onto the Township's health care plan in 2020.

General Activity. The Township has paid the settlement amount for the franchise fee litigation. All but \$535,000 of the \$2,300,000 settlement was available from 2020 revenues that were received from the franchise fee that was collected up until the time it was removed from the BWL bills. The amendment is necessary to show an expenditure for the remaining portion of the payment.

Drains. On November 16, 2020 the Board approved an agreement with the Eaton County Drain Commissioner for the Bellaire Hills orphan drain investigation in the amount of \$10,000. This was an unbudgeted expense. In the event of a drain assessment, this amount may be credited back to the Township in the future.

Street Lighting. An amendment is necessary in the street lighting department due to increased monthly bills. This increase was partially due to the franchise fee, which has now been removed from the bills.

The 2020 General Fund budget was adopted with estimated revenues over expenditures in the amount of \$106,500. With the amendments described above, and by estimating the revenues along with the expenditures in each department expected as of the end of the year, expenditures are now estimated to exceed revenues by approximately \$500,000.



This will require a use of the \$2,300,000 in restricted funds that were set aside at the end of 2019 due to the pending litigation regarding the franchise fee. Any amount not used for fiscal year 2020 expenditures will become unrestricted.

### **BROWNFIELD REDEVELOPMENT FUND**

The Township has captured taxes from the 633 N. Canal project since 2018 in accordance with the Brownfield Redevelopment Plan. Now that the construction is complete, the reimbursement agreement has been finalized and we are ready to return the tax capture to the developer. The proposed amendments are necessary to allow for this payment to be made.

The approved amount of developer costs according the Brownfield Project Plan was \$1,219,809. The total reimbursement requested by the developer based on actual expenses is \$888,975, which means it is now estimated that the developer will be paid off in 7 years instead of the original estimate of 13 years.

The following budget amendment motion is offered for your consideration:

**"I move the Delta Township Board amend the 2020 General Fund and Brownfield Redevelopment Fund budgets by approving the changes to the revenue and expenditure accounts per the attached summary.**

Please feel free to contact me with any questions. Thank you.



**Delta Township**  
**2020 Budget - Fourth Quarter Amendments**  
**Board Meeting December 21, 2020**

Account	Acct.#	Approved Budget	Adjustment	Final Budget
<b><i>General Fund - Expenditures</i></b>				
<u><i>Township Clerk</i></u>				
Salaries - Regular	101-215-702	252,180	20,320	272,500
Salaries - Temporary	101-215-703	7,000	13,000	20,000
Overtime	101-215-704	20,000	35,000	55,000
Health Insurance	101-215-719	51,965	7,035	59,000
Postage	101-215-730	39,500	25,500	65,000
Election Supplies	101-215-742	22,000	54,000	76,000
Contractual Services	101-215-806	88,200	27,800	116,000
			<b>182,655</b>	
<u><i>Accounting &amp; Treasury</i></u>				
Salaries & Wages	101-253-702	358,594	13,406	372,000
Health Insurance	101-253-719	86,068	14,432	100,500
			<b>27,838</b>	
<u><i>General Activity</i></u>				
Misc.	101-272-963	-	535,000	535,000
			<b>535,000</b>	
<u><i>Drains</i></u>				
Contractual Services	101-445-806	2,500	10,000	12,500
			<b>10,000</b>	
<u><i>Street Lighting</i></u>				
Street Lighting	101-448-924	81,000	40,000	121,000
			<b>40,000</b>	
<b>TOTAL BUDGET ADJUSTMENT TO GF EXPENDITURES:</b>			<b>795,493</b>	

**Delta Township**  
**2020 Budget - Fourth Quarter Amendments**  
**Board Meeting December 21, 2020**

Account	Acct.#	Approved Budget	Adjustment	Final Budget
<b><i>Brownfield Fund - Revenues</i></b>				
Current Property Taxes	243-708-404	-	127,000	127,000
<b><i>Brownfield Fund - Expenditures</i></b>				
Capture Disbursement	243-708-969	-	183,000	183,000