

# CHARTER TOWNSHIP OF CLAYTON

2011 South Morrish Road • Swartz Creek, Michigan 48473  
Ph. (810) 635-4433 • Fax (810) 635-4526 • claytontownship.org

Ted Henry - Supervisor  
Dennis Milem - Clerk  
Shelley Thompson - Treasurer



Tom Spillane - Trustee  
Ken Engel - Trustee  
Kathy Norris - Trustee  
Doug Sherman - Trustee

## BOARD OF TRUSTEES REGULAR MEETING AGENDA

MAY 8, 2025 6:00 P.M.

CALL TO ORDER  
PLEDGE TO THE FLAG  
ROLL CALL

1. APPROVAL OF THE AGENDA
2. APPROVAL OF BOARD OF TRUSTEE MINUTES FOR APRIL MEETINGS
3. APPROVAL OF BILLS LIST
4. TREASURER'S REPORT
5. 2025 BUDGET REVIEW AND ADJUSTMENTS

### PUBLIC COMMENT

### BOARD COMMENT

### CORRESPONDENCE

ERC CONTRACT FOR CONSIDERATION  
SUPERVISORS LETTER ON BS&A CREDIT CARD SERVICES

### OLD BUSINESS

### NEW BUSINESS

6. CAPITAL IMPROVEMENT FUND
7. SCANNING OF TOWNSHIP DOCUMENTS
8. FIRE BOARD APPOINTMENT FOR 2025
9. AJP SHREDDING (OVERRUN)
10. COMMITTEE TO NEGOTIATE EXTENSION OF REPUBLIC CONTRACT FOR UP TO 5 YEARS.  
COMMITTEE TO BE TED HENRY, DENNIS MILEM AND RICK CARUSO.
11. POLICE BUILDING MAINTENANCE FUND.

PUBLIC COMMENT  
BOARD COMMENT

### REPORTS

ASSESSOR  
ATTORNEY REPORT  
BUILDING DEPARTMENT  
FIRE BOARD  
ROADS & BRIDGES  
WATER & WASTE

PLANNING COMMISSION  
METROPOLITAN ALLIANCE  
POLICE DEPARTMENT  
ZONING BOARD OF APPEALS  
911 ADVISORY COMMITTEE

"THIS MEETING IS A MEETING OF THE CLAYTON TOWNSHIP BOARD, HELD IN PUBLIC FOR THE PURPOSE OF CONDUCTING THE TOWNSHIP BOARD BUSINESS. THERE IS A TIME SET ASIDE FOR PUBLIC PARTICIPATION DURING THE MEETING AS INDICATED ON THE AGENDA."

The regular Board of Trustees meeting of the Charter Township of Clayton was called to order by Supervisor Henry at 6:00 p.m. April 10, 2025 at the Clayton Township Hall.

BOARD MEMBERS:

Supervisor    Ted Henry  
Clerk           Dennis Milem  
Treasurer     Shelley Thompson

Trustees:    Tom Spillane  
                 Ken Engel  
                 Kathy Norris  
                 Doug Sherman

Attorney: Ken Tucker  
Deputy Supervisor: Rick Caruso

ROLL CALL: Members Present: Sherman, Engel, Spillane, Henry, Norris and Milem. Thompson absent.

AGENDA: MOTION by Henry and seconded by Milem to approve agenda with addition of BS&A online payments. ROLL CALL: YES: Norris, Engel, Henry, Sherman, Spillane and Milem. MOTION CARRIED.

MINUTES: MOTION by Milem and seconded by Engel to approve the March minutes of township board. ROLL CALL: YES: Spillane, Milem, Henry, Norris, Sherman and Engel. MOTION CARRIED.

BILLS LIST: MOTION by Milem and seconded by Engel to approve the Bills List as presented. ROLL CALL: YES: Milem, Sherman, Henry, Engel, Norris and Spillane. MOTION CARRIED.

TREASURER'S REPORT: MOTION by Milem and seconded by Norris to accept the treasurer's report as presented. Since treasurer was absent to give report, vote was to postpone until May. ROLL CALL: YES: Henry, Sherman, Norris, Engel and Spillane. NO: Milem. MOTION CARRIED.

2025 BUDGET ADJUSTMENTS: No adjustments.

PUBLIC COMMENT

Trustee Thompson arrived. 6:09 p.m.

BOARD COMMENT

CORRESPONDENCE:

OLD BUSINESS

NEW BUSINESS:

ACH POLICY: Tabled.

APPOINTMENT OF POLICY AND PROCEDURES COMMITTEE: MOTION by Engel and seconded by Spillane to appoint Tammy Kapraun, Ted Henry, Rick Caruso, Dennis Milem and Kathy Norris to policy and procedures committee. ROLL CALL: YES: Henry, Sherman, Norris, Engel, Spillane and Milem. NO: Thompson. MOTION CARRIED.

BRISTOL ROAD PAVEMENT PROJECT: MOTION by Thompson and seconded by Engel to approve \$50,000.00 expenditure ROLL CALL: YES: Norris, Engel, Sherman, Spillane, Milem, Thompson and Henry. MOTION CARRIED.

LEGACY ASSESSING 2026 AND 2027 CONTRACT: MOTION by Spillane and seconded by Milem to approve Legacy Assessing services new contract for 2026 and 2027. \$45,000.00 for 2026 and \$46,800.00 for 2027. ROLL CALL: YES: Milem, Sherman, Henry, Engel, Thompson, Spillane and Norris. MOTION CARRIED.

DEMOLITION OF PROPERTY AT 8109 CORUNNA: MOTION by Engle and seconded by Sherman to approve up to \$17,000.00 to demolish 8109 Corunna with Clayton Township being reimburse by sale of property or taxes ROLL CALL: Yes: Milem, Sherman, Henry, Engel and Norris. NO: Thompson, MOTION CARRIED.

BS&A: MOTION by Henry and seconded by Thompson to postpone implementing BS&A contract that Board had previously approved for more clarification. CALL: YES: Sherman, Henry, Engel, Norris, Spillane and Milem. NO: Thompson. MOTION CARRIED.

PUBLIC COMMENT:

BOARD COMMENT:

REPORTS:

ATTORNEY: Ken Tucker  
ZONING ADMINISTRATOR: Ted Henry  
ROADS AND BRIDGES: Ted Henry  
WATER AND WASTE: Ted Henry  
FIRE BOARD: Tom Spillane, Ken Engel  
PLANNING COMMISSION: Kathy Norris  
METROPOLITAN ALLIANCE: Shelley Thompson  
911: Tom Spillane, Ken Engel  
POLICE REPORT: Chief Brown

Meeting Adjourned: 7:20 p.m.

Minutes by

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Dennis Milem, Clerk

Minutes Accepted by

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Ted Henry, Supervisor



# **Clayton Township Planning Commission**

## **PLANNING COMMISSION MINUTES**

April 22<sup>nd</sup>, 2025

**Meeting opened by:** Chairman DePottey Opened meeting at 6:00 p.m.

### **Roll Call**

**Members Present:** George Sippert, Jon Mieczkowski, Rick Caruso, Kevin DePottey, Kathy Norris, Corey Potter, Richard Derby, Ted Henry

**Members Absent:**

**Others Present:** Ken Tucker/Township Attorney

### **Approval of proposed agenda**

**Action taken:** Motion by Richard Derby, supported by Kevin DePottey, to approve the proposed agenda for the April 22<sup>nd</sup>, 2025 Clayton Township Planning Commission meeting.

### **Motion Carried**

### **Approval of minutes March 25, 2025**

**Action taken:** Motion by Rick Caruso supported by Corey Potter

**Communication:** Kevin Depottey proposed planning commission training in Frankenmuth for May 7<sup>th</sup> If anyone would like to attend, let the Township know.



## **Report of Officers and Zoning Administrator:**

**Cole Creek Estates**-discussion of wanting to continue build of lots and what needs to be done with road commission to get it done.

**New cell tower-Miller Rd./ St. Bartholomew**-discussed the possibility of cell tower. Looking more into it.

## **Public Comment**

### **New Business/Discussions**

1.Rental ordinance Pgs. 4-10

Discussion of new proposed Rental ordinance and the changes that were made, corrected, or added by Ted Henry. All approved

2. Capital improvement funds- A lot of things proposed to look at to add to capital improvement.

Roof for Twp hall and Police Dept, also siding for Police Dept., drain cleaning for creeks and ditches, fix meeting external door, and digging our culverts. This is an ongoing list and give any ideas to Rick Caruso so he can get estimates for everything so funds can be allocated properly.

### **Old business/Discussion:**

**Additional Items:** Jon Mieczkowski solar ordinance update on hearing/testimony

### **Future Items:**

1.business license

**Additional Comments:** Richard Derby brought up masterplan for 2025, that needs to happen every 5 yrs, to be discussed in the future

**Adjournment:** motion to adjourn by Jon Mieczkowski and seconded by Kathleen Norris at 6:55p

**Action taken:** motion by Jon Mieczkowski and supported by Kathleen Norris

to adjourn the Planning Commission meeting @ 6:55 p.m.

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Kevin DePottey, Chairperson

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Kathy Norris, Secretary

Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
Bank C1 GENERAL POOLED CASH						
04/07/2025	C1	224 (E)	AP	1689	MEDICAL MUTUAL LIFE	188.27
04/07/2025	C1	225 (E)	AP	516	AFLAC	156.00
04/07/2025	C1	226 (E)	AP	516	AFLAC	156.00
04/07/2025	C1	25896	AP	1313	BLUE CARE NETWORK OF MICHIGAN	11,359.47
04/07/2025	C1	25897	AP	87	CLAYTON TOWNSHIP	89.55
04/07/2025	C1	25898	AP	1661	DEBORAH D'AIGLE	90.00
04/07/2025	C1	25899	AP	2389	ERC-LED, LLC	382.27
04/07/2025	C1	25900	AP	6339	FAST EDDIES	196.00
04/07/2025	C1	25901	AP	2380	GALLS	50.75
04/07/2025	C1	25902	AP	6323	GENESEE COUNTY ASSOC CHIEF	50.00
04/07/2025	C1	25903	AP	1467	KENNETH R. TUCKER P.C.	5,000.00
04/07/2025	C1	25904	AP	MISC	KENNY GALLEGER	200.00
04/07/2025	C1	25905	AP	79	QUILL CORPORATION	27.68
04/07/2025	C1	25906	AP	2411	SPECTRUM ENTERPIRSE	319.99
04/07/2025	C1	25907	AP	675	STATE OF MICHIGAN	180.00
04/07/2025	C1	25908	AP	503	SWARTZ CREEK AREA FIRE DEPT.	5,620.81
04/07/2025	C1	25909	AP	1952	T-MOBILE	87.72
04/07/2025	C1	25910	AP	6277	HUNTINGTON PUBLIC CAPITAL CORP	17,283.45
04/07/2025	C1	EFT284 (E)	PR	NATIONWIDE	NATIONWIDE	6,341.65
04/07/2025	C1	EFT286 (E)	PR	STATE OF MI	MICHIGAN DEPARTMENT OF TREASURY	2,203.62
04/08/2025	C1	EFT285 (E)	PR	NATIONWIDE	NATIONWIDE	6,312.78
04/08/2025	C1	EFT287 (E)	PR	STATE OF MI	MICHIGAN DEPARTMENT OF TREASURY	2,180.35
04/09/2025	C1	14362	PR	197	CARUSO, FREDERICK	700.20
04/09/2025	C1	14363	PR	252	DERBY, REBEKAH	956.11
04/09/2025	C1	14364	PR	111	DERBY, RICHARD	92.35
04/09/2025	C1	14365	PR	163	HENRY, TED	3,175.21
04/09/2025	C1	14366	PR	256	POTTER, CORY	88.10
04/09/2025	C1	14367	PR	239	SIPPET, GEORGE	92.35
04/09/2025	C1	14368	PR	184	STALLINGS, JAMIL	36.99
04/09/2025	C1	14369	PR	121	SYWYK, CELESTE	1,679.39
04/09/2025	C1	DD2374 (A)	PR	175	BELANGER, TROY	1,439.43
04/09/2025	C1	DD2375 (A)	PR	214	BERRIMAN, REBECCA	1,288.81
04/09/2025	C1	DD2376 (A)	PR	139	BROWN, CHARLOTTE	2,004.90
04/09/2025	C1	DD2377 (A)	PR	230	CHAPKO, RYAN	1,902.74
04/09/2025	C1	DD2378 (A)	PR	260	DAVIDSON, CRYSTLE	1,451.09
04/09/2025	C1	DD2379 (A)	PR	158	DEPOTTEY, KEVIN	92.35
04/09/2025	C1	DD2380 (A)	PR	245	GOLIDY, ROBERT	1,763.43
04/09/2025	C1	DD2381 (A)	PR	237	LEE, RICHARD	1,978.10
04/09/2025	C1	DD2382 (A)	PR	258	MIECZKOWSKI, JONATHAN	92.35
04/09/2025	C1	DD2383 (A)	PR	190	MILEM, DENNIS	1,413.94
04/09/2025	C1	DD2384 (A)	PR	255	NORRIS, KATHLEEN	88.10
04/09/2025	C1	DD2385 (A)	PR	254	OGINSKY, MICHAEL	36.99
04/09/2025	C1	DD2386 (A)	PR	218	THOMPSON, SHELLEY	1,293.68
04/09/2025	C1	DD2387 (A)	PR	232	YOUNG, KRISTINA	1,057.80
04/09/2025	C1	DD2401 (A)	PR	260	DAVIDSON, CRYSTLE	1,263.53
04/09/2025	C1	DD2402 (A)	PR	260	DAVIDSON, CRYSTLE	1,247.56
04/09/2025	C1	EFT283 (E)	PR	IRS	IRS	7,041.25
04/14/2025	C1	234 (E)	AP	1854	REPUBLIC SERVICES #237	44,221.64
04/14/2025	C1	25911	AP	1851	ALPHA & OMEGA TECHNOLOGY, LLC	250.00
04/14/2025	C1	25912	AP	1851	ALPHA & OMEGA TECHNOLOGY, LLC	125.00
04/14/2025	C1	25913	AP	2440	ARROWHEAD UPFITTERS, INC	10,713.00
04/14/2025	C1	25914	AP	2243	COMMUNICATIONS TECHNOLOGY INC	991.00
04/14/2025	C1	25915	AP	1661	DEBORAH D'AIGLE	90.00
04/14/2025	C1	25916	AP	1222	DOUGLAS WATER CONDITIONING	7.00
04/14/2025	C1	25917	AP	2389	ERC-LED, LLC	382.27
04/14/2025	C1	25918	AP	367	GENESEE COUNTY 67TH DIST COURT	597.00
04/14/2025	C1	25919	AP	483	GENESEE VALLEY VAULT, INC.	250.00
04/14/2025	C1	25920	AP	1634	LARKO'S LAWN CARE&LANDSCAPING	95.00
04/14/2025	C1	25921	AP	1634	LARKO'S LAWN CARE&LANDSCAPING	90.00
04/14/2025	C1	25922	AP	2305	LEGACY ASSESSING SERVICES INC.	3,650.00
04/14/2025	C1	25923	AP	2237	MICHIGAN STATE POLICE	210.00
04/14/2025	C1	25924	AP	53	MLIVE MEDIA GROUP	60.43



05/05/2025 12:44 PM  
User: RCLARK  
DB: CLAYTON TOWNSHIP

CHECK REGISTER FOR CLAYTON CHARTER TOWNSHIP  
CHECK DATE FROM 04/01/2025 - 04/30/2025

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Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
04/14/2025	C1	25925	AP	2047	RICOH USA, INC	451.32
04/14/2025	C1	25926	AP	1923	SUPER-FLITE OIL CO., INC.	1,049.03
04/14/2025	C1	25927	AP	2404	VIEW NEWSPAPER GROUP	60.00
04/14/2025	C1	25928	AP	1669	X-TREME PRINTING	45.00
04/14/2025	C1	25929	AP	1669	X-TREME PRINTING	225.00
04/21/2025	C1	235 (E)	AP	1313	BLUE CARE NETWORK OF MICHIGAN	8,690.70
04/21/2025	C1	236 (E)	AP	1689	MEDICAL MUTUAL LIFE	188.27
04/21/2025	C1	237 (E)	AP	1329	UNUM LIFE INSURANCE	719.24
04/21/2025	C1	25930	AP	1222	DOUGLAS WATER CONDITIONING	21.00
04/21/2025	C1	25931	AP	2389	ERC-LED, LLC	382.27
04/21/2025	C1	25932	AP	6339	FAST EDDIES	76.00
04/21/2025	C1	25933	AP	2403	FIRST NATIONAL BANK OF OMAHA	26.87
04/21/2025	C1	25934	AP	2403	FIRST NATIONAL BANK OF OMAHA	198.82
04/21/2025	C1	25935	AP	2403	FIRST NATIONAL BANK OF OMAHA	270.64
04/21/2025	C1	25936	AP	1875	JERROD LOCASCIO	300.00
04/21/2025	C1	25937	AP	6270	LAFONTAINE AUTOMOTIVE GROUP	211.11
04/21/2025	C1	25938	AP	6350	MERANDA GARZA	270.00
04/21/2025	C1	25939	AP	1341	MERLE WEST	450.00
04/21/2025	C1	25940	AP	34	MICHIGAN TOWNSHIP ASSOC.	110.00
04/21/2025	C1	25941	AP	MISC	NORTHFIELD CONDOMINIUM ASSOC	140.28
04/21/2025	C1	25942	AP	6351	O'REILLY AUTO PARTS	15.99
04/21/2025	C1	25943	AP	2315	ROSE PEST SOLUTIONS	144.00
04/21/2025	C1	25944	AP	1691	SHERMAN HEATING & COOLING	408.00
04/21/2025	C1	25945	AP	2411	SPECTRUM ENTERPIRSE	269.97
04/21/2025	C1	25946	AP	2412	THE WOODHILL GROUP, LLC	11,100.00
04/23/2025	C1	14370	PR	197	CARUSO, FREDERICK	624.08
04/23/2025	C1	14371	PR	252	DERBY, REBEKAH	956.13
04/23/2025	C1	14372	PR	163	HENRY, TED	3,175.19
04/23/2025	C1	14373	PR	246	MAC DERMAID, HEATHER	88.10
04/23/2025	C1	14374	PR	241	SHERMAN, DOUGLAS	615.67
04/23/2025	C1	14375	PR	184	STALLINGS, JAMIL	319.84
04/23/2025	C1	14376	PR	121	SYWYK, CELESTE	1,679.40
04/23/2025	C1	DD2388 (A)	PR	175	BELANGER, TROY	1,699.16
04/23/2025	C1	DD2389 (A)	PR	214	BERRIMAN, REBECCA	1,288.81
04/23/2025	C1	DD2390 (A)	PR	139	BROWN, CHARLOTTE	2,004.91
04/23/2025	C1	DD2391 (A)	PR	230	CHAPKO, RYAN	2,132.89
04/23/2025	C1	DD2392 (A)	PR	260	DAVIDSON, CRYSTLE	2,232.33 V
04/23/2025	C1	DD2393 (A)	PR	206	ENGEL, KENNETH	474.01
04/23/2025	C1	DD2394 (A)	PR	245	GOLIDY, ROBERT	1,741.49
04/23/2025	C1	DD2395 (A)	PR	237	LEE, RICHARD	2,404.92
04/23/2025	C1	DD2396 (A)	PR	190	MILEM, DENNIS	1,362.53
04/23/2025	C1	DD2397 (A)	PR	255	NORRIS, KATHLEEN	587.34
04/23/2025	C1	DD2398 (A)	PR	240	SPILLANE, THOMAS	574.01
04/23/2025	C1	DD2399 (A)	PR	218	THOMPSON, SHELLEY	1,293.67
04/23/2025	C1	DD2400 (A)	PR	232	YOUMANS, KRISTINA	878.61
04/23/2025	C1	EFT288 (E)	PR	IRS	IRS	8,222.85 V
04/23/2025	C1	EFT289 (E)	PR	STATE OF MI	MICHIGAN DEPARTMENT OF TREASURY	2,277.16 V
04/23/2025	C1	EFT290 (E)	PR	IRS	IRS	7,953.58
04/23/2025	C1	EFT291 (E)	PR	STATE OF MI	MICHIGAN DEPARTMENT OF TREASURY	2,267.67
04/28/2025	C1	25947	AP	6352	AJP COMMERCIAL SHREDDING	1,210.00
04/28/2025	C1	25948	AP	1661	DEBORAH D'AIGLE	90.00
04/28/2025	C1	25949	AP	1222	DOUGLAS WATER CONDITIONING	21.00
04/28/2025	C1	25950	AP	2380	GALLS	699.98
04/28/2025	C1	25951	AP	25	GENESEE COUNTY ROAD COMM.	142.00
04/28/2025	C1	25952	AP	2058	INTERNATIONAL CODE COUNCIL	402.50
04/28/2025	C1	25953	AP	6285	JOHN CRANDALL	50.00
04/28/2025	C1	25954	AP	1001	L.E.O.R.T.C.	1,042.50
04/28/2025	C1	25955	AP	6350	MERANDA GARZA	135.00
04/28/2025	C1	25956	AP	34	MICHIGAN TOWNSHIP ASSOC.	489.75
04/28/2025	C1	25957	AP	53	MLIVE MEDIA GROUP	57.19
04/28/2025	C1	25958	AP	2358	ROD'S CREEK AUTO	107.18
04/28/2025	C1	25959	AP	1691	SHERMAN HEATING & COOLING	315.00
04/28/2025	C1	25960	AP	1952	T-MOBILE	87.72

Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
Total of 125 Checks:						230,013.13
Less 3 Void Checks:						12,732.34
Total of 122 Disbursements:						<u>217,280.79</u>
Bank C3 WATER & SEWER ACCOUNT						
04/14/2025	C3	7834	AP	24	GENESEE COUNTY DRAIN COMM.	<u><u>58,597.08</u></u>
Total of 1 Checks:						58,597.08
Less 0 Void Checks:						0.00
Total of 1 Disbursements:						<u><u>58,597.08</u></u>
Report Total of 126 Checks:						288,610.21
Less 3 Void Checks:						12,732.34
Report Total of 123 Disbursements:						<u><u>275,877.87</u></u>

## Charter Township of Clayton 2025 Monthly Treasurer's Report

Governmental Funds	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>Checking</b>													
Huntington [C1] # 8339	\$ 1,398,554	\$ 1,789,252	\$ 611,136	\$ 580,944									\$ 1,094,971
Interest [C1] # 8339	4	147	283	242									677
<b>Investments</b>													
MI Class # MI-01-0190-01	2,796,126	3,607,321	4,520,372	4,536,732									\$ 3,865,138
Interest # MI-01-0190-01	10,689	9,602	14,644	16,360									51,294
Total Investments	2,796,126	3,607,321	4,520,372	4,536,732	-	-	-	-	-	-	-	-	-
<b>Performance Metrics</b>													
Total Balance	\$ 4,194,681	\$ 5,396,573	\$ 5,131,508	\$ 5,117,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,960,109
Total Interest/Earnings	10,689	9,749	14,927	16,602	-	-	-	-	-	-	-	-	51,971
Annualized Yield	3.1%	2.2%	3.5%	3.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%
<b>Approving for xfer \$To / \$(From)</b>													
Huntington [C1] # 8339		(1,700,000)											
MI Class # MI-01-0190-01		1,700,000											
Net zero verification	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Tax Fund (Trust)</b>													
<b>Checking</b>													
Huntington [C2] #8313	\$ 2,828,295	\$ 2,145,989	\$ 427,573	\$ 14,651									
Interest [C2] #8313	722	457	248	22									1,450
<b>Water &amp; Sewer Fund</b>													
<b>Checking</b>													
Huntington [C3] # 8326	\$ 186,404	\$ 189,107	\$ 165,270	\$ 157,052									
Interest [C3] # 8326	38	37	36	36									
<b>Investments</b>													
MI Class # MI-01-0190-04	797,423	800,310	804,604	807,516									
Interest # MI-01-0190-04	3,054	2,743	3,011	2,912									
Total Investments	797,423	800,310	804,604	807,516	-	-	-	-	-	-	-	-	11,720
<b>Performance Metrics</b>													
Total Balance	\$ 983,827	\$ 989,417	\$ 969,874	\$ 964,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Interest/Earnings	3,092	2,781	3,047	2,948	-	-	-	-	-	-	-	-	11,720
Annualized Yield	3.8%	3.4%	3.8%	3.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.6%
<b>Approving for xfer \$To / \$(From)</b>													
Huntington [C3] # 8326													
MI Class # MI-01-0190-04													
Net zero verification	-	-	-	-	-	-	-	-	-	-	-	-	-

Note: All investments during this reporting period are in accordance with the Townships Investment Policy and State Statutes, and meet the Township's three investment objectives: 1) Preservation of Capital, 2) Liquidity, and 3) Yield

Respectfully Submitted,

Shelley Thompson, Treasurer  
Charter Township of Clayton



PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET		YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND										
Revenues										
Dept 000 - NON-DEPARTMENTAL										
101-000-402.000	CURRENT PROPERTY TAX	269,074.86		290,739.00		287,440.79		3,298.21		98.87
101-000-412.000	PRIOR YEAR PROPERTY TAXES	3,429.82		0.00		0.00		0.00		0.00
101-000-448.000	TAX ADMIN COLLECTION FEES	98,550.00		95,000.00		106,988.86		(11,988.86)		112.62
101-000-448.100	PARCEL FEES	3,247.50		0.00		0.00		0.00		0.00
101-000-450.000	SUNSET ROAD SPECIAL ASSESSMENT REVENUE	0.00		0.00		2,439.65		(2,439.65)		100.00
101-000-477.000	CABLE FRANCHISE FEES	3,954.16		3,000.00		953.55		2,046.45		31.79
101-000-478.000	TOWER LICENSING	200.00		200.00		200.00		0.00		100.00
101-000-481.000	SPLIT FEES	0.00		0.00		575.00		(575.00)		100.00
101-000-482.000	ZONING PERMITS	410.00		400.00		60.00		340.00		15.00
101-000-487.000	MOBILE HOME FEES	1,098.00		900.00		366.00		534.00		40.67
101-000-498.000	BUILDING PERMITS	54,975.00		40,000.00		15,625.00		24,375.00		39.06
101-000-498.100	ELECTRICAL PERMITS	6,904.00		5,000.00		2,350.00		2,650.00		47.00
101-000-498.200	MECHANICAL PERMITS	11,040.00		5,000.00		2,835.00		2,165.00		56.70
101-000-498.300	PLUMBING PERMITS	2,918.00		2,200.00		1,137.00		1,063.00		51.68
101-000-498.400	LICENSE REGISTRATION	330.00		0.00		150.00		(150.00)		100.00
101-000-502.000	GRANT REVENUE	6,155.32		0.00		0.00		0.00		0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	114.86		0.00		502.47		(502.47)		100.00
101-000-573.100	METRO ACT FROM ICOSA	8,011.64		0.00		0.00		0.00		0.00
101-000-574.000	STATE SHARED REVENUE	787,039.80		781,129.00		130,495.20		650,633.80		16.71
101-000-607.000	FEES & SERVICES	1,395.00		0.00		800.00		(800.00)		100.00
101-000-607.100	HIDDEN CREEK SIGN	2,150.00		0.00		3,540.00		(3,540.00)		100.00
101-000-644.000	CEMETERY LOTS	2,550.00		1,000.00		950.00		50.00		95.00
101-000-657.000	ORDNANCE FINES	17,660.00		500.00		0.00		500.00		0.00
101-000-665.000	INTEREST	155,703.26		60,000.00		46,392.53		13,607.47		77.32
101-000-665.206	INTEREST ON INTERFUND LOAN TO FIRE	14,159.75		0.00		0.00		0.00		0.00
101-000-676.000	REIMBURSEMENTS	0.00		0.00		3,199.35		(3,199.35)		100.00
101-000-676.100	REIMBURSEMENTS - ELECTION EXPENSES	28,619.29		0.00		0.00		0.00		0.00
101-000-677.000	ADM. FEES - OTHER FUNDS	57,000.00		0.00		0.00		0.00		0.00
101-000-678.000	BUILDING & PLANNING ESCROW REVENUE	2,069.44		0.00		0.00		0.00		0.00
101-000-679.000	MISCELLANEOUS	610.94		1,250.00		0.00		1,250.00		0.00
101-000-699.000	TRANSFER FROM OTHER FUNDS	50,687.14		0.00		0.00		0.00		0.00
Total Dept 000 - NON-DEPARTMENTAL		1,590,057.78		1,286,318.00		607,000.40		679,317.60		47.19
TOTAL REVENUES		1,590,057.78		1,286,318.00		607,000.40		679,317.60		47.19
Expenditures										
Dept 101 - TOWNSHIP BOARD										
101-101-702.000	ADMINISTRATION SALARIES	44,573.71		44,000.00		13,440.46		30,559.54		30.55
101-101-703.000	SALARIES	22,850.00		32,000.00		10,766.72		21,233.28		33.65
101-101-704.000	PART TIME WAGES	21,021.95		24,000.00		6,509.05		17,490.95		27.12
101-101-709.000	SOCIAL SECURITY	7,718.13		4,480.00		2,710.16		1,769.84		60.49
101-101-712.000	HEALTH INS. ALT.	12,000.00		20,000.00		0.00		20,000.00		0.00
101-101-716.000	PENSION	6,397.76		10,000.00		1,344.02		8,655.98		13.44
101-101-718.000	MEDICAL INSURANCE	25,916.70		25,000.00		9,303.28		15,696.72		37.21
101-101-718.100	LIFE INSURANCE	601.68		1,700.00		217.75		1,482.25		12.81
101-101-718.200	DISABILITY INSURANCE	1,821.96		1,700.00		607.32		1,092.68		35.72
101-101-719.000	INSURANCE & BONDS	29,699.81		33,000.00		780.00		32,220.00		2.36
101-101-807.000	AUDIT	20,500.00		22,000.00		0.00		22,000.00		0.00
101-101-826.000	LEGAL FEES	30,773.16		35,000.00		9,921.25		25,078.75		28.35
101-101-900.000	PRINTING & PUBLISHING	3,327.62		2,500.00		814.22		1,685.78		32.57
101-101-955.200	MISCELLANEOUS	42.10		100.00		10.33		89.67		10.33
101-101-958.000	MEMBERSHIP & DUES	7,907.46		8,000.00		1,115.44		6,884.56		13.94

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PERIOD ENDING 04/30/2025

DB: CLAYTON TOWNSHIP

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET	YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDGT USED
		NORMAL (ABNORMAL)			NORMAL (ABNORMAL)		NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND									
Expenditures									
101-101-960.000	CONFERENCE & WORKSHOP	275.00		1,000.00	344.50		655.50		34.45
Total Dept 101 - TOWNSHIP BOARD		235,427.04		264,480.00	57,884.50		206,595.50		21.89
Dept 171 - SUPERVISOR									
101-171-703.000	SALARIES	34,031.42		42,000.00	12,583.80		29,416.20		29.96
101-171-703.200	DEPUTY	0.00		20,000.00	5,384.61		14,615.39		26.92
101-171-704.600	ASSESSING	39,674.97		45,000.00	14,614.91		30,385.09		32.48
101-171-709.000	SOCIAL SECURITY	2,645.30		3,300.00	2,796.61		503.39		84.75
101-171-716.000	PENSION	326.81		0.00	1,258.40		(1,258.40)		100.00
101-171-718.100	LIFE INSURANCE	239.96		300.00	227.75		72.25		75.92
101-171-727.000	POSTAGE	1,691.66		2,000.00	1,801.23		198.77		90.06
101-171-801.000	PROFESSIONAL & CONTRACTUAL SER	4,925.00		6,000.00	0.00		6,000.00		0.00
101-171-900.000	PRINTING OF ROLL	719.90		1,600.00	0.00		1,600.00		0.00
101-171-955.000	MISCELLANEOUS	0.00		1,000.00	216.55		783.45		21.66
101-171-960.000	CONFERENCE & WORKSHOP	0.00		500.00	0.00		500.00		0.00
Total Dept 171 - SUPERVISOR		84,255.02		121,700.00	38,883.86		82,816.14		31.95
Dept 215 - CLERK									
101-215-703.000	SALARIES	34,519.59		42,000.00	12,583.81		29,416.19		29.96
101-215-703.200	DEPUTY	4,997.21		6,000.00	1,797.69		4,202.31		29.96
101-215-704.700	FINANCIAL ADMINISTRATOR SALAR	66,891.45		75,000.00	19,068.75		55,931.25		25.43
101-215-704.701	BOOKKEEPER/WATER & SEWER	23,032.66		33,696.00	10,162.74		23,533.26		30.16
101-215-709.000	SOCIAL SECURITY	4,886.18		5,500.00	1,766.19		3,733.81		32.11
101-215-716.000	PENSION	3,971.97		4,500.00	2,432.98		2,067.02		54.07
101-215-718.000	MEDICAL INSURANCE	0.00		6,000.00	0.00		6,000.00		0.00
101-215-718.100	LIFE INSURANCE	430.84		500.00	200.65		299.35		40.13
101-215-801.000	PROFESSIONAL & CONTRACTUAL SER	0.00		500.00	0.00		500.00		0.00
101-215-958.000	MEMBERSHIP & DUES	0.00		0.00	75.00		(75.00)		100.00
101-215-960.000	CONFERENCE & WORKSHOP	215.00		300.00	0.00		300.00		0.00
Total Dept 215 - CLERK		138,944.90		173,996.00	48,087.81		125,908.19		27.64
Dept 247 - BOARD OF REVIEW									
101-247-709.000	SOCIAL SECURITY	199.06		250.00	98.99		151.01		39.60
101-247-725.000	PER DIEM	1,919.72		3,000.00	1,050.80		1,949.20		35.03
101-247-960.000	CONFERENCE & WORKSHOP	0.00		1,000.00	200.00		800.00		20.00
Total Dept 247 - BOARD OF REVIEW		2,118.78		4,250.00	1,349.79		2,900.21		31.76
Dept 253 - TREASURER									
101-253-703.000	SALARIES	34,519.57		42,000.00	12,583.82		29,416.18		29.96
101-253-703.100	SECRETARY/DEPUTY TREASURER	4,997.21		6,000.00	1,797.70		4,202.30		29.96
101-253-709.000	SOCIAL SECURITY	3,020.12		4,000.00	994.96		3,005.04		24.87
101-253-716.000	PENSION	3,076.25		4,000.00	0.00		4,000.00		0.00
101-253-718.000	MEDICAL INSURANCE	0.00		33,000.00	8,006.31		24,993.69		24.26
101-253-718.100	LIFE INSURANCE	392.07		500.00	39.00		461.00		7.80
101-253-900.000	PRINTING OF ROLL TAX	1,240.00		2,500.00	770.61		1,729.39		30.82
101-253-911.000	MEMBERSHIP & DUES	0.00		50.00	0.00		50.00		0.00
101-253-955.000	MISCELLANEOUS	220.57		0.00	0.00		0.00		0.00
101-253-960.000	CONFERENCE & WORKSHOP	0.00		500.00	260.00		240.00		52.00



PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET	YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND									
Expenditures									
101-253-977.000	OFFICE EQUIPMENT		289.88	2,500.00	0.00		2,500.00	0.00	
Total Dept 253 - TREASURER		47,755.67		95,050.00	24,452.40		70,597.60	25.73	
Dept 262 - ELECTIONS									
101-262-709.000	SOCIAL SECURITY		255.01	500.00	0.00		500.00	0.00	0.00
101-262-725.100	ELECTION WORKERS		41,885.17	13,000.00	0.00		13,000.00	0.00	0.00
101-262-725.400	OTHER ELECTION WORKERS		6,359.63	4,000.00	0.00		4,000.00	0.00	0.00
101-262-727.000	POSTAGE		6,823.52	2,000.00	51.40		1,948.60	2.57	0.00
101-262-752.000	OFFICE SUPPLIES		8,530.83	3,000.00	564.25		2,435.75	18.81	0.00
101-262-802.200	COUNTY ELECTION EXPENSE		1,200.00	600.00	0.00		600.00	0.00	0.00
101-262-940.000	PRECINCT RENTAL		1,100.00	600.00	0.00		600.00	0.00	0.00
101-262-955.000	MISCELLANEOUS		0.00	1,000.00	0.00		1,000.00	0.00	0.00
101-262-978.100	ELECTION MACHINES		2,196.34	3,000.00	0.00		3,000.00	0.00	0.00
Total Dept 262 - ELECTIONS		68,350.50		27,700.00	615.65		27,084.35	2.22	
Dept 265 - TOWNSHIP HALL									
101-265-727.000	POSTAGE		3,271.96	3,000.00	21.61		2,978.39	0.72	0.00
101-265-752.000	OFFICE SUPPLIES		5,095.84	4,500.00	2,428.91		2,071.09	53.98	0.00
101-265-801.000	PROFESSIONAL & CONTRACTUAL SE		29,710.14	35,500.00	8,228.86		27,271.14	23.18	0.00
101-265-801.100	HOUSEKEEPING		1,908.01	2,200.00	720.00		1,480.00	32.73	0.00
101-265-850.000	TELEPHONE		419.88	1,500.00	0.00		1,500.00	0.00	0.00
101-265-920.000	UTILITIES		7,400.49	9,500.00	3,702.88		5,797.12	38.98	0.00
101-265-930.000	REPAIR & MAINTENANCE		11,585.78	15,000.00	0.00		15,000.00	0.00	0.00
101-265-934.000	SIREN MAINTENANCE		3,856.40	6,500.00	134.24		6,365.76	2.07	0.00
101-265-955.000	MISCELLANEOUS		705.23	1,000.00	1,261.00		(261.00)	126.10	0.00
101-265-977.000	OFFICE EQUIPMENT		1,193.05	5,000.00	525.07		4,474.93	10.50	0.00
101-265-978.000	COMPUTER - ALPHA OMEGA		13,008.55	10,000.00	5,009.30		4,990.70	50.09	0.00
Total Dept 265 - TOWNSHIP HALL		78,155.33		93,700.00	22,031.87		71,668.13	23.51	
Dept 371 - BUILDING DEPARTMENT									
101-371-704.100	BUILDING INSPECTOR		432.50	0.00	0.00		0.00	0.00	0.00
101-371-704.200	ELECTRICAL INSPECTOR		4,050.00	4,000.00	950.00		3,050.00	23.75	0.00
101-371-704.300	MECHANICAL & PLUMBING INSPECT		5,800.00	4,500.00	1,750.00		2,750.00	38.89	0.00
101-371-704.400	SECRETARY SALARY		3,969.52	4,050.00	917.45		3,132.55	22.65	0.00
101-371-704.900	ZONING/CODE/LAND/BUILDING OFFICIAL		74,828.54	74,000.00	21,942.64		52,057.36	29.65	0.00
101-371-707.000	TEMPORARY INSPECTOR		200.00	1,000.00	0.00		1,000.00	0.00	0.00
101-371-709.000	SOCIAL SECURITY		6,237.37	7,000.00	331.48		6,668.52	4.74	0.00
101-371-716.000	PENSION		7,960.56	9,000.00	2,286.03		6,713.97	25.40	0.00
101-371-718.000	MEDICAL INSURANCE		0.00	300.00	0.00		300.00	0.00	0.00
101-371-718.100	LIFE INSURANCE		399.45	600.00	0.00		600.00	0.00	0.00
101-371-752.000	OFFICE SUPPLIES		357.05	450.00	402.50		47.50	89.44	0.00
101-371-801.000	PROFESSIONAL & CONTRACTUAL SER		5,800.00	15,000.00	0.00		15,000.00	0.00	0.00
101-371-850.100	CELL PHONES		375.00	0.00	0.00		0.00	0.00	0.00
101-371-955.000	MISCELLANEOUS		0.00	1,000.00	0.00		1,000.00	0.00	0.00
101-371-958.000	MEMBERSHIP & DUES		45.00	500.00	0.00		500.00	0.00	0.00
101-371-960.000	CONFERENCE & WORKSHOP		895.74	2,000.00	0.00		2,000.00	0.00	0.00
101-371-978.000	COMPUTER		1,955.00	2,500.00	0.00		2,500.00	0.00	0.00
Total Dept 371 - BUILDING DEPARTMENT		113,305.73		125,900.00	28,580.10		97,319.90	22.70	



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## REVENUE AND EXPENDITURE REPORT FOR CLAYTON CHARTER TOWNSHIP

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PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET		YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDGT USED
		NORMAL (ABNORMAL)				NORMAL (ABNORMAL)		NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND										
Expenditures										
Dept 445 - PUBLIC SERV.-DRAIN AT LARGE										
101-445-849.000	DRAIN AT LARGE	15,836.00		22,000.00		0.00		22,000.00		0.00
Total Dept 445 - PUBLIC SERV.-DRAIN AT LARGE										
		15,836.00		22,000.00		0.00		22,000.00		0.00
Dept 446 - PUBLIC SERVICES-ROADS										
101-446-801.000	PROFESSIONAL & CONTRACTUAL SE	314,736.16		350,000.00		17,053.90		332,946.10		4.87
Total Dept 446 - PUBLIC SERVICES-ROADS										
		314,736.16		350,000.00		17,053.90		332,946.10		4.87
Dept 448 - MUNICIPAL LIGHTING										
101-448-920.000	UTILITIES	2,357.37		7,000.00		879.35		6,120.65		12.56
Total Dept 448 - MUNICIPAL LIGHTING										
		2,357.37		7,000.00		879.35		6,120.65		12.56
Dept 567 - CEMETERY										
101-567-801.000	PROFESSIONAL & CONTRACTUAL SE	11,030.00		14,000.00		1,880.00		12,120.00		13.43
101-567-930.000	REPAIR & MAINTENANCE	4,433.92		8,000.00		450.00		7,550.00		5.63
101-567-955.000	MISCELLANEOUS	0.00		1,500.00		0.00		1,500.00		0.00
Total Dept 567 - CEMETERY										
		15,463.92		23,500.00		2,330.00		21,170.00		9.91
Dept 701 - PLANNING COMMISSION										
101-701-709.000	SOCIAL SECURITY	625.96		720.00		100.10		619.90		13.90
101-701-725.000	PER DIEM	8,900.00		9,000.00		2,200.00		6,800.00		24.44
101-701-816.000	PROFESSIONAL SERVICES	0.00		0.00		405.00		(405.00)		100.00
101-701-960.000	CONFERENCE & WORKSHOP	0.00		0.00		489.75		(489.75)		100.00
Total Dept 701 - PLANNING COMMISSION										
		9,525.96		9,720.00		3,194.85		6,525.15		32.87
Dept 702 - ZONING BOARD OF APPEALS										
101-702-709.000	SOCIAL SECURITY	65.55		240.00		0.00		240.00		0.00
101-702-725.000	PER DIEM	1,100.00		3,000.00		0.00		3,000.00		0.00
101-702-960.000	CONFERENCE & WORKSHOP	200.00		600.00		0.00		600.00		0.00
Total Dept 702 - ZONING BOARD OF APPEALS										
		1,365.55		3,840.00		0.00		3,840.00		0.00
Dept 999 - TRANSFER OUT										
101-999-995.000	TRANSFERS OUT	107,012.28		0.00		0.00		0.00		0.00
Total Dept 999 - TRANSFER OUT										
		107,012.28		0.00		0.00		0.00		0.00
TOTAL EXPENDITURES										
		1,234,610.21		1,322,836.00		245,344.08		1,077,491.92		18.55
Fund 101 - GENERAL FUND:										
TOTAL REVENUES		1,590,057.78		1,286,318.00		607,000.40		679,317.60		47.19

PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET	YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDGT USED
		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND									
TOTAL EXPENDITURES		1,234,610.21		1,322,836.00	245,344.08		1,077,491.92	18.55	
NET OF REVENUES & EXPENDITURES		355,447.57		(36,518.00)	361,656.32		(398,174.32)	990.35	
BEG. FUND BALANCE		2,748,753.35		2,748,753.35	2,748,753.35				
NET OF REVENUES/EXPENDITURES - 2024					355,447.57		355,447.57		
END FUND BALANCE		3,104,200.92		2,712,235.35	3,465,857.24				

## REVENUE AND EXPENDITURE REPORT FOR CLAYTON CHARTER TOWNSHIP

PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024	2025 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDT USED
		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	
Fund 206 - FIRE MILLAGE FUND						
Revenues						
Dept 000 - NON-DEPARTMENTAL						
206-000-402.000	CURRENT PROPERTY TAX	258,727.93	276,957.00	494,919.06	(217,962.06)	178.70
206-000-412.000	PRIOR YEAR PROPERTY TAXES	(330.06)	0.00	0.00	0.00	0.00
206-000-573.000	LOCAL COMMUNITY STABILIZATION	101.87	0.00	0.00	0.00	0.00
206-000-659.600	COST RECOVERY	18,266.22	0.00	18,995.24	(18,995.24)	100.00
206-000-665.000	INTEREST	460.80	0.00	14.71	(14.71)	100.00
206-000-699.000	TRANSFER FROM OTHER FUNDS	107,012.28	0.00	0.00	0.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		384,239.04	276,957.00	513,929.01	(236,972.01)	185.56
TOTAL REVENUES		384,239.04	276,957.00	513,929.01	(236,972.01)	185.56
Expenditures						
Dept 336 - PUBLIC SAFETY (FIRE)						
206-336-709.000	SOCIAL SECURITY	181.87	384.00	38.90	345.10	10.13
206-336-725.000	PER DIEM	3,150.00	4,800.00	1,400.00	3,400.00	29.17
206-336-801.000	PROFESSIONAL & CONTRACTUAL SE	10,509.32	9,000.00	6,613.49	2,386.51	73.48
206-336-801.100	CONTRACT SERVICE-SWARTZ CREEK	153,015.76	185,549.00	69,524.25	116,024.75	37.47
206-336-801.200	FIRE RUNS	38,855.50	50,000.00	11,553.46	38,446.54	23.11
206-336-801.300	EMS RUNS	3,718.80	7,500.00	717.75	6,782.25	9.57
206-336-920.000	UTILITIES	1,335.12	2,500.00	556.30	1,943.70	22.25
206-336-930.000	REPAIR & MAINTENANCE	322.00	2,500.00	1,122.50	1,377.50	44.90
206-336-970.000	CAPITAL OUTLAY	107,012.28	0.00	0.00	0.00	0.00
Total Dept 336 - PUBLIC SAFETY (FIRE)		318,100.65	262,233.00	91,526.65	170,706.35	34.90
Dept 905 - DEBT SERVICE						
206-905-994.000	INTEREST ON DEBT	14,159.75	0.00	0.00	0.00	0.00
Total Dept 905 - DEBT SERVICE		14,159.75	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		332,260.40	262,233.00	91,526.65	170,706.35	34.90
Fund 206 - FIRE MILLAGE FUND:						
TOTAL REVENUES		384,239.04	276,957.00	513,929.01	(236,972.01)	185.56
TOTAL EXPENDITURES		332,260.40	262,233.00	91,526.65	170,706.35	34.90
NET OF REVENUES & EXPENDITURES		51,978.64	14,724.00	422,402.36	(407,678.36)	2,868.80
BEG. FUND BALANCE		4,236.42	4,236.42	4,236.42		
NET OF REVENUES/EXPENDITURES - 2024		56,215.06	18,960.42	51,978.64	51,978.64	
END FUND BALANCE				478,617.42		





PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET		YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDDT USED
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 207 - POLICE FUND										
Expenditures										
207-302-719.000	INSURANCE & BONDS	22,656.00		24,000.00		0.00		24,000.00		0.00
207-302-727.000	POSTAGE	28.68		200.00		14.20		185.80		7.10
207-302-730.000	MEDICALS/PHYSICALS	350.00		500.00		0.00		500.00		0.00
207-302-731.000	MEDICAL/BLOOD DRAWS	500.00		750.00		0.00		750.00		0.00
207-302-752.000	OFFICE SUPPLIES	3,159.06		3,200.00		606.47		2,593.53		18.95
207-302-801.000	PROFESSIONAL & CONTRACTUAL SE	4,000.00		0.00		0.00		0.00		0.00
207-302-815.100	LIABILITY INSURANCE	15,982.44		16,500.00		0.00		16,500.00		0.00
207-302-816.000	AUTOMOBILE INSURANCE	7,650.00		10,000.00		0.00		10,000.00		0.00
207-302-826.000	LEGAL FEES	24,832.59		25,000.00		4,520.00		20,480.00		18.08
207-302-850.000	TELEPHONE	3,449.10		4,400.00		1,324.70		3,075.30		30.11
207-302-850.100	CELL PHONES	1,052.64		1,900.00		350.88		1,549.12		18.47
207-302-850.100	UTILITIES	6,759.77		8,500.00		3,027.65		5,472.35		35.62
207-302-920.000	REPAIR & MAINT. EQUIPMENT	1,028.67		1,000.00		0.00		1,000.00		0.00
207-302-930.000	VEHICLE REPAIR & MAINTENANCE	14,790.24		10,000.00		4,403.27		5,596.73		44.03
207-302-932.100	GASOLINE	15,193.22		18,000.00		2,991.40		15,008.60		16.62
207-302-955.000	MISCELLANEOUS	510.00		1,000.00		108.13		891.87		10.81
207-302-958.000	MEMBERSHIP & DUES	1,161.60		2,500.00		165.00		2,335.00		6.60
207-302-960.000	CONFERENCE & WORKSHOP	1,198.02		0.00		1,042.50		(1,042.50)		100.00
207-302-965.000	UNIFORMS	912.50		1,500.00		921.37		578.63		61.42
207-302-977.000	OFFICE EQUIPMENT	785.44		1,000.00		21.87		978.13		2.19
207-302-978.000	COMPUTER	8,931.70		10,000.00		1,799.93		8,200.07		18.00
207-302-979.100	POLICE EQUIPMENT	5,258.67		3,000.00		326.00		2,674.00		10.87
207-302-981.000	VEHICLE PURCHASES CAPEX	0.00		45,000.00		58,391.00		(13,391.00)		129.76
Total Dept 302 - POLICE OPERATING EXP.		140,190.34		187,950.00		80,014.37		107,935.63		42.57
TOTAL EXPENDITURES										
		754,795.77		843,050.00		247,531.57		595,518.43		29.36
Fund 207 - POLICE FUND:										
TOTAL REVENUES										
TOTAL EXPENDITURES										
NET OF REVENUES & EXPENDITURES										
BEG. FUND BALANCE		848,087.44		806,351.00		817,191.59		(10,840.59)		101.34
NET OF REVENUES/EXPENDITURES - 2024		754,795.77		843,050.00		247,531.57		595,518.43		29.36
END FUND BALANCE		93,291.67		(36,699.00)		569,660.02		(606,359.02)		1,552.25
		155,931.64		155,931.64		155,931.64		93,291.67		
		249,223.31		119,232.64		818,883.33		93,291.67		

## REVENUE AND EXPENDITURE REPORT FOR CLAYTON CHARTER TOWNSHIP

PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET	YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDDT USED
		NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 213 - HIDDEN CREEK ROAD FUND									
Revenues									
Dept 000 - NON-DEPARTMENTAL		18,494.82		0.00	16,237.80		(16,237.80)		100.00
213-000-450.000	SPECIAL ASSESSMENT REVENUE HIDDEN CREEK								
Total Dept 000 - NON-DEPARTMENTAL		18,494.82		0.00	16,237.80		(16,237.80)		100.00
TOTAL REVENUES		18,494.82		0.00	16,237.80		(16,237.80)		100.00
Expenditures									
Dept 000 - NON-DEPARTMENTAL									
213-000-991.000	BOND PRINCIPAL PAYMENT HIDDEN CREEK	16,000.00		0.00	16,000.00		(16,000.00)		100.00
213-000-994.000	INTEREST ON DEBT	1,729.84		0.00	1,283.45		(1,283.45)		100.00
Total Dept 000 - NON-DEPARTMENTAL		17,729.84		0.00	17,283.45		(17,283.45)		100.00
TOTAL EXPENDITURES		17,729.84		0.00	17,283.45		(17,283.45)		100.00
Fund 213 - HIDDEN CREEK ROAD FUND:									
TOTAL REVENUES		18,494.82		0.00	16,237.80		(16,237.80)		100.00
TOTAL EXPENDITURES		17,729.84		0.00	17,283.45		(17,283.45)		100.00
NET OF REVENUES & EXPENDITURES		764.98		0.00	(1,045.65)		1,045.65		100.00
BEG. FUND BALANCE		27,338.63		27,338.63	27,338.63		764.98		
NET OF REVENUES/EXPENDITURES - 2024		28,103.61		27,338.63	27,057.96		764.98		
END FUND BALANCE									







## REVENUE AND EXPENDITURE REPORT FOR CLAYTON CHARTER TOWNSHIP

PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE	2025	YTD BALANCE	AVAILABLE		% BDGT USED
		12/31/2024 NORMAL (ABNORMAL)	AMENDED BUDGET	04/30/2025 NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
Fund 226 - GARBAGE FUND							
Revenues							
Dept 000 - NON-DEPARTMENTAL							
226-000-402.000	CURRENT PROPERTY TAX	506,096.00	500,456.00	6,016.00	494,440.00	1.20	
226-000-665.000	INTEREST	3,375.71	2,344.00	617.57	1,726.43	26.35	
226-000-679.000	MISCELLANEOUS	260.00	200.00	130.00	70.00	65.00	
Total Dept 000 - NON-DEPARTMENTAL		509,731.71	503,000.00	6,763.57	496,236.43	1.34	
TOTAL REVENUES							
		509,731.71	503,000.00	6,763.57	496,236.43	1.34	
Expenditures							
Dept 528 - REFUSE COLLECTION/ DISPOSAL							
226-528-919.000	WASTE & RUBBISH DISPOSAL	515,450.48	491,000.00	132,556.60	358,443.40	27.00	
226-528-957.000	INTERFUND ADMIN CHARGES	12,000.00	12,000.00	0.00	12,000.00	0.00	
Total Dept 528 - REFUSE COLLECTION/ DISPOSAL		527,450.48	503,000.00	132,556.60	370,443.40	26.35	
TOTAL EXPENDITURES							
		527,450.48	503,000.00	132,556.60	370,443.40	26.35	
Fund 226 - GARBAGE FUND:							
TOTAL REVENUES							
		509,731.71	503,000.00	6,763.57	496,236.43	1.34	
TOTAL EXPENDITURES							
		527,450.48	503,000.00	132,556.60	370,443.40	26.35	
NET OF REVENUES & EXPENDITURES							
		(17,718.77)	0.00	(125,793.03)	125,793.03	100.00	
BEG. FUND BALANCE							
		7,765.20	7,765.20	7,765.20	(17,718.77)	(17,718.77)	
NET OF REVENUES/EXPENDITURES - 2024							
		(9,953.57)	7,765.20	(135,746.60)			
END FUND BALANCE							



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## REVENUE AND EXPENDITURE REPORT FOR CLAYTON CHARTER TOWNSHIP

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PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

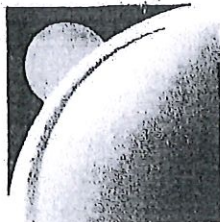
GL NUMBER	DESCRIPTION	END BALANCE	2025	YTD BALANCE	AVAILABLE		% BDGT USED
		12/31/2024	AMENDED BUDGET	04/30/2025	NORMAL	ABNORMAL	
Fund 285 - ARPA GRANT FUND							
Revenues							
Dept 000 - NON-DEPARTMENTAL			0.00	0.00		0.00	0.00
285-000-528.000	FED GRANT REVENUE ARPA	297,275.04					
Total Dept 000 - NON-DEPARTMENTAL		297,275.04	0.00	0.00		0.00	0.00
TOTAL REVENUES		297,275.04	0.00	0.00		0.00	0.00
Expenditures							
Dept 000 - NON-DEPARTMENTAL							
285-000-995.000	TRANSFERS OUT	98,138.96	0.00	0.00		0.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		98,138.96	0.00	0.00		0.00	0.00
Dept 265 - TOWNSHIP HALL							
285-265-886.000	RENOVATION	199,274.57	0.00	0.00		0.00	0.00
Total Dept 265 - TOWNSHIP HALL		199,274.57	0.00	0.00		0.00	0.00
TOTAL EXPENDITURES		297,413.53	0.00	0.00		0.00	0.00
Fund 285 - ARPA GRANT FUND:							
TOTAL REVENUES		297,275.04	0.00	0.00		0.00	0.00
TOTAL EXPENDITURES		297,413.53	0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		(138.49)	0.00	0.00		0.00	0.00
BEG. FUND BALANCE		138.49	138.49	138.49		138.49	(138.49)
NET OF REVENUES/EXPENDITURES - 2024		138.49	138.49	(138.49)			
END FUND BALANCE							

PERIOD ENDING 04/30/2025

% Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2024		2025 AMENDED BUDGET	YTD BALANCE 04/30/2025		AVAILABLE BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 592 - WATER & SEWER FUND									
Revenues									
Dept 000 - NON-DEPARTMENTAL									
592-000-630.100	SEWER TAPS	3,000.00		12,000.00	15,000.00		(3,000.00)		125.00
592-000-630.200	WATER TAPS	0.00		0.00	12,000.00		(12,000.00)		100.00
592-000-642.000	SEWER USAGE FEES - INCOME	560,172.91		750,000.00	34,307.60		715,692.40		4.57
592-000-642.100	WATER USAGE FEES - INCOME	549,518.27		550,000.00	24,407.40		525,592.60		4.44
592-000-643.000	LATE CHARGES - USAGE - INCOME	29,389.93		25,000.00	1,959.05		23,040.95		7.84
592-000-665.000	INTEREST	35,536.73		30,000.00	11,830.91		18,169.09		39.44
592-000-679.000	MISCELLANEOUS	621.50		1,000.00	147.00		853.00		14.70
Total Dept 000 - NON-DEPARTMENTAL		1,178,239.34		1,368,000.00	99,651.96		1,268,348.04		7.28
TOTAL REVENUES		1,178,239.34		1,368,000.00	99,651.96		1,268,348.04		7.28
Expenditures									
Dept 536 - WATER AND/OR SEWER SYSTEMS									
592-536-803.000	PUMP STATION EXPENSE	20,615.56		30,000.00	5,476.12		24,523.88		18.25
592-536-804.000	HYDRANT EXPENSE	5,280.00		6,000.00	0.00		6,000.00		0.00
592-536-805.000	SEWER MAINTENANCE	37,736.04		65,000.00	9,434.01		55,565.99		14.51
592-536-806.000	TURN ON/TURN OFF-EXPENSE	1,227.05		2,500.00	1,035.00		1,465.00		41.40
592-536-808.000	W & S EXPENSE - SWARTZ CREEK	2,000.00		0.00	0.00		0.00		0.00
592-536-817.000	SEWER USAGE - EXPENSE	458,164.74		500,000.00	80,263.53		419,736.47		16.05
592-536-818.000	WATER USAGE - EXPENSE	602,509.70		700,000.00	113,206.92		586,793.08		16.17
592-536-818.100	COMPUTER BILLING EXP. - W & S	4,999.55		8,000.00	991.46		7,008.54		12.39
592-536-957.000	INTERFUND ADMIN CHARGES	45,000.00		45,000.00	0.00		45,000.00		0.00
592-536-968.000	DEPRECIATION EXPENSE	70,150.12		100,000.00	0.00		100,000.00		0.00
Total Dept 536 - WATER AND/OR SEWER SYSTEMS		1,247,682.76		1,456,500.00	210,407.04		1,246,092.96		14.45
TOTAL EXPENDITURES		1,247,682.76		1,456,500.00	210,407.04		1,246,092.96		14.45
Fund 592 - WATER & SEWER FUND:									
TOTAL REVENUES		1,178,239.34		1,368,000.00	99,651.96		1,268,348.04		7.28
TOTAL EXPENDITURES		1,247,682.76		1,456,500.00	210,407.04		1,246,092.96		14.45
NET OF REVENUES & EXPENDITURES		(69,443.42)		(88,500.00)	(110,755.08)		22,255.08		125.15
BEG. FUND BALANCE		4,208,763.27		5,504,507.50	5,504,507.50		(69,443.42)		
NET OF REVENUES/EXPENDITURES - 2024					(69,443.42)				
FUND BALANCE ADJUSTMENTS									
END FUND BALANCE		1,295,744.23		5,416,007.50	5,324,309.00				
		5,435,064.08							
TOTAL REVENUES - ALL FUNDS									
TOTAL EXPENDITURES - ALL FUNDS		4,860,784.82		4,294,326.00	2,114,474.33		2,179,851.67		49.24
NET OF REVENUES & EXPENDITURES		4,474,060.26		4,437,619.00	962,000.03		3,475,618.97		21.68
BEG. FUND BALANCE - ALL FUNDS		386,724.56		(143,293.00)	1,152,474.30		(1,295,767.30)		804.28
FUND BALANCE ADJ - ALL FUNDS		7,171,266.40		8,467,010.63	8,467,010.63				
END FUND BALANCE - ALL FUNDS		1,295,744.23		8,323,717.63	10,006,209.49				
		8,853,735.19							





# ENERGY REDUCTION

COALITION

A MICHIGAN NONPROFIT CORPORATION

## Lighting Conversion Program Agreement

This Agreement is made between Charter Township of Clayton (Licensee) and Energy Reduction Coalition (ERC or the Licensor). The Agreement is this document, including Exhibit to LCA (Exhibit) as referenced below. By their signatures below and for good and valuable consideration, the parties agree as follows:

At no charge to Licensee, ERC will assess Licensee's indoor and outdoor lighting, model Licensee's cost of lighting, and design a plan of conversion to more energy efficient lighting. See Exhibit Section A "Lighting Assessment and Plan".

ERC shall pay the cost of purchasing and installing lighting which, at a minimum, will provide the Licensee with lighting cost reductions of 20% tripling to 60% for qualified interior lighting, and 10% tripling to 30% for qualified exterior lighting. Lighting for which ERC cannot achieve these levels of cost reduction will only be converted if both ERC and Licensee agree to a plan including such lighting. See Exhibit Section B "Lighting Cost Reduction Standards".

ERC shall provide Licensee with a select inventory of replacement product and be responsible for the cost of maintaining lighting included in the Plan, both product and labor, as long as Licensee remains in the program and is not in default of this Agreement. This obligation applies even if the lighting is no longer under warranty. See Exhibit Section C "Maintenance".

Licensee has the right but not the obligation to use the lighting. Licensee may purchase the lighting by paying the Buyout Cost at any time. Licensee may leave the Program by returning the lighting to ERC any time after two years from the date installation is complete. See Exhibit Section D "Term and Termination".

Licensee agrees to pay ERC the excess benefit, if any, generated by the Conversion Plan. This amount will be forecasted and adjusted as required by changing circumstances after the end of each full calendar year. At no charge to Licensee, ERC shall measure and verify results of the Plan when circumstances recommend it. See Exhibit Section E "Excess Benefit Calculation, Adjustment, and Invoicing".

This Agreement includes commercial terms and conditions as specified in Exhibit Section F "General Terms and Conditions".

IN WITNESS WHEREOF, the parties acknowledge receipt, review and acceptance of Exhibit to LCA, and have executed and delivered this Agreement as of the listed dates:

Licensee: Signature: Christopher M. Geringer Date: Sept 16<sup>th</sup>, 2019

By(Print): Christopher M. Geringer Its: Supervisor

Licensor: Energy Reduction Coalition

Signature: Robert R. Florka Date: 9-17-2019

By(Print): ROBERT R. FLORKA Its: GENERAL COUNSEL



**Exhibit to LCA Section A**  
**Lighting Assessment and Plan**

1. The **ERC Lighting Conversion Program** pays for the design, management, product, and installation to convert obsolete lighting to higher-efficiency lighting product(s) (**HELP**), such as an LED, CFL, T5, induction, or similar newer product(s) developed to be more energy efficient than lighting traditionally used before the year 2000.

2. The **Agreement** governs **Conversion Measures**, which are the removal of some or all of the **Licensee's** existing lighting products and the installation of **ERC Products** to replace them as needed. **ERC Products** are **HELP** and related products identified in the **Plan**, paid for by **ERC**, and which meet photometric and thermal quality/management standards of the Illuminating Engineering Society, Design Lights Consortium, Energy Star, and/or similar authorities. Conversion begins with a lighting assessment conducted by **ERC** to identify **Conversion Measures** with potential for reducing costs, followed by a plan of conversion, and installation based on the **Plan**, as approved by **Licensee**, which approval shall not be unreasonably withheld.

*Lighting Assessment*

3. To the extent appropriate for the project, **ERC** will pay for a lighting assessment of **Licensee's Premises** (the **Premises** are all buildings and areas owned or managed by the **Licensee**, unless stated otherwise, along with any other **Clarifications**, on one or more "Attachment to the Lighting Conversion Agreement: Clarifications" as described in paragraph 92).

4. To the extent **ERC** determines necessary, employees of **ERC** and/or independent contractors hired by **ERC** will inventory the interior and exterior, task and area luminaires at the **Premises**, identifying locations of luminaires, and for each luminaire, entering the hours of use (as specified by **Licensee**), luminaire type, type of lamps, watts per lamp, number of lamps per luminaire, height above the floor, ceiling height, obstructions to access, tube length (where relevant), whether the luminaire is controlled by a dimmer switch or a sensor (along with the type of sensor), **Licensee's** maintenance costs, and on what schedule or basis **Licensee** replaces non-functioning lighting equipment.

5. **Licensee** agrees to cooperate with **ERC** in completing the assessment by making the **Premises** available during normal business hours and providing an escort with knowledge of operating hours, maintenance costs, and the schedule or basis for replacing non-functioning lighting equipment.

6. **Licensee** shall supply with this **Agreement** all information **Licensee** wishes **ERC** to use in the lighting conversion, if any, regarding the existing lighting system and any preferred new lighting products or preferred service providers. **Licensee** agrees to provide **ERC** all available information **Licensee** has regarding the most recent 24 months' electricity usage and power costs that might relate to its lighting system, including utility power bills or similar cost information, and any restrictions as to:

- a. contractors and service providers permitted to work on the project,
- b. **ERC Products** permitted to be installed as part of the project,
- c. the time of day or day of week during which project work is prohibited or restricted, and
- d. areas of the **Premises** with restricted access due to safety, confidentiality, or similar concerns.

*Plan of Conversion to HELP*

7. The information gathered during the assessment will be used by **ERC** to create a **Plan** of conversion to **HELP**. A **Plan** is a schedule approved by **ERC** (1) describing **Conversion Measures** the **Licenser** is willing to pay for that, when implemented and used by **Licensee**, are expected to reduce on an ongoing basis the **Licensee's** total cost of lighting from its calculated **Non-converted Lighting Cost** to a calculated **Post-conversion Lighting Cost**, generating a calculated net **Lighting Cost Reduction** for the **Licensee**, and (2) listing **Lighting Cost Reduction Rates** throughout the **Increasing Benefit Period**.

8. The **Increasing Benefit Period** is set by **ERC** and is no longer than the kilowatt-weighted-average **Rated Life** in calendar years of the **ERC Products** to be installed as part of the **Conversion Measures**. The **Plan** includes a calculated



Buyout Cost and related initial monthly reduction to that Buyout Cost, as well as projections of the benefits of conversion.

9. At any time during this process, ERC in its discretion and with Licensee's permission, may install *Sample Products* which are ERC Products installed to allow the parties to see in advance the benefits of specific Conversion Measures in the Plan.

10. Within four weeks of receiving the initial Plan, Licensee may request the following *Exceptions* to the initial Plan: additional Conversion Measures, different contractors, or different HELP. Within four weeks of receiving requests for Exceptions, Licensor will produce an *Exceptions Plan* which contains the same type of information as the initial Plan but pertaining only to the Exceptions requested and which may have *Lighting Cost Reduction Rates* of 0% or lower.

11. If Licensee requests *Sample Products* of Conversion Measures in an *Exceptions Plan*, ERC shall inform Licensee of the cost of such *Sample Products* and if Licensee approves installation of such *Sample Products*, Licensee agrees to pay for them and the cost of their installation, to be reimbursed by ERC only if the Exceptions are approved by Licensee.

12. The Exceptions are not included in the Plan unless approved by Licensee by signing and returning the *Exceptions Plan*, or any Plan including the Exceptions, within thirty days of delivery of the *Exceptions Plan*.

13. ERC and Licensee shall determine the priority of Conversion Measures to be implemented as part of the Plan, taking into account the availability of products, installation capacity, the economic effect of the Conversion Measures, and the preferences of the Licensee. ERC shall exert its best efforts to begin implementation within one month of the delivery to Licensee of the most recent Plan.

14. ERC shall dispose of Licensee's existing lighting products that are removed during implementation of the Plan unless Licensee notifies ERC in writing to leave them on the Premises and there is no applicable utility incentive program that requires disposal of old lighting products.

15. Licensee shall cooperate with ERC in any manner necessary to allow ERC to fulfill its obligations under this Agreement, including providing within a week of request physical access to its facilities, personnel, and information, as well as signing documents as needed to apply for rebates and other incentives, permits, and other documents as necessary to fulfill this Agreement.

16. Both parties anticipate the possibility of adding lighting to the scope of work, changing products, and changing data such as costs, usage, and rated life. The parties acknowledge these changes will likely affect the *Lighting Cost Reduction*, *Excess Benefits*, optional *Buyout Cost*, and other calculated terms of this Agreement which appear in the Plan. The primary contact person appointed by Licensee is authorized by Licensee to make such requests on behalf of Licensee.

17. At any time, ERC may provide an updated Plan to Licensee to reflect changes as described above. Any such changes shall be deemed approved by Licensee unless and until the cumulative changes since the most recent Plan signed by Licensee increase the optional *Buyout Cost* or initial *Excess Benefit* payment by more than 10%. Licensor agrees to refrain from implementing changes in excess of this 10% contingency unless approved by Licensee by signing and returning a Plan including these changes.

18. Licensee shall notify ERC and provide updated data any time (including after conversion) it knows of any change to the data provided by Licensee for any Plan created pursuant to this Agreement.

19. From time to time, ERC shall provide to the Licensee a detailed updated Plan specifying the Conversion Measures installed, with calculated Increasing Benefit Period, Buyout Cost, Non-converted Lighting Cost, Post-conversion Lighting Cost, Lighting Cost Reduction, Lighting Cost Reduction Rates, and Excess Benefits. The Plan and all its calculations may be updated by ERC at its discretion or whenever new information affecting the calculations becomes known or ERC implements any changes to the lighting or maintenance of existing lighting at the request of the Licensee.



**Exhibit to LCA Section B**  
**Lighting Cost Reduction Standards**

20. For retrofit components of a project, the initial *Plan* will provide the *Licensee* with minimum initial *Lighting Cost Reduction Rates* as stated below, and final *Lighting Cost Reduction Rates* at least triple the minimum initial *Lighting Cost Reduction Rates*. *Peak Hours* are from 1 PM to 7 PM, Monday through Friday, except holidays, unless defined otherwise by the *Licensee's* electricity provider.

a. If the non-converted lighting product is not a *HELP*, is installed less than 15 feet off the floor or ground, has a wattage less than 150 watts, is operated for more than 1,000 hours per year and this operating period includes at least half of the *Peak Hours*, the minimum initial *Lighting Cost Reduction Rate* is 20%.

b. If the non-converted lighting product is an LED product, or is a non-LED *HELP* and operated less than 5,000 hours per year, or is not a *HELP* and operated less than 1,000 hours per year, the minimum initial *Lighting Cost Reduction Rate* = 0%.

c. If not included above, the minimum initial *Lighting Cost Reduction Rate* is 10%.

21. For new construction components of a project, the *Licensee's* planned lighting system will be used as the non-converted system, and the *Licensee* shall pay upfront to ERC the *Planned Cost %* of its *Planned Costs*. *Planned Costs* is the budgeted total cost of portions of a planned new construction lighting system that are replaced with ERC Products in a *Plan*. *Planned Cost %* is the percentage (no less than 0% and no more than 100%) of *Planned Costs*, as determined by ERC, the *Licensee* is charged by, and pays upfront to, ERC as part of a new construction components of the conversion project.

22. For new construction components of a project, the minimum *Lighting Cost Reduction Rates* in an initial *Plan* are half those of a retrofit component of a project, each multiplied by the *Planned Cost %*.

23. To achieve these minimum *Lighting Cost Reduction Rate* goals, the initial *Plan* may not include converting every lamp on the *Premises*. The initial *Plan* and any other subsequent *Plan* that achieves these goals is called a *Standard Plan*. *Licensee* will have the opportunity to request modifications to the initial *Plan*.

**Exhibit to LCA Section C**

**Maintenance**

24. ERC shall provide to the *Licensee*, at no cost, a select inventory of ERC Product to replace installed ERC Product owned by ERC that fails while this *Agreement* is in force. ERC shall replenish the on-site inventory as soon as practicable if and when it is properly used pursuant to this *Agreement* and ERC is notified of its use.

25. Until the *Termination Date*, ERC shall resupply at no cost to the *Licensee* all replacement ERC Product needed to maintain the *Conversion Measures* identified in the *Plan*, provided such fail in the normal course of operation and the ERC Product is owned by ERC, and reimburse to the *Licensee*, through the calculation of *Excess Benefits*, the *Post-conversion Maintenance Cost* and the *Post-conversion Disposal Cost* needed to maintain those *Conversion Measures*.

26. *Licensee* agrees to provide suitable safe and secure storage for the on-site inventory, which remains the property of ERC, and notify ERC when product is taken out of inventory. Failed ERC Product shall be retained by *Licensee* until ERC authorizes disposal or requests return to ERC (credit for shipping charges as provided in this *Agreement*).

27. Except when exercising its option to purchase ERC Products, the *Licensee* shall acquire no ownership, title or other property rights in the ERC Products by reason of this *Agreement*.



## Exhibit to LCA Section D

### Term and Termination

28. The initial *Term* of this *Agreement* is two years from the date installation of the *Conversion Measures* is complete as indicated on the *Plan* prepared by ERC. After the initial term, this *Agreement* automatically renews for successive one-month terms until terminated as provided elsewhere in this *Agreement*. There is no unconditional obligation to render payments to ERC; the *Licensee* is subject only to a conditional obligation to render payments if *Excess Benefits* are generated through the voluntary use of the *ERC Products*.

29. As long as *Licensee* is not in breach of this *Agreement* and until the *Termination Date*, ERC grants to *Licensee* a license to use the *ERC Products* and any replacements for the original *ERC Products*. This *Agreement* entails no consideration for conferring to *Licensee* the right to use the *ERC Products*, and there are no minimum payments due for periods when the *Licensee* chooses to refrain from using the *ERC Products*. Consideration in this *Agreement* is due for actual use of the *ERC Products*, which use can be terminated by *Licensee*, in its sole discretion, at any time, without notice and without penalty, with no payments due for the unused periods.

30. The *Review Period* begins on the last day of the month of completion of installation and ends two years later.

a. If there are approved *Exceptions*, the *Licensor* may extend the *Review Period* until such time as the net difference in *Excess Benefits* between the *Plan* and the initial *Plan* allow the *Licensor* to recoup the difference between the *Buyout Cost* of the *Plan* and the *Buyout Cost* of the initial *Plan*, plus 1% per month compounded on the balance not yet recouped.

#### Termination by Licensee

31. At the end of the *Review Period*, with respect to not less than all *ERC Products* owned by ERC, the *Licensee* may terminate this *Agreement* by doing all of the following:

- a. giving written notice of intent to terminate with an effective date at least thirty days later than the date the notice is received by ERC,
- b. paying to ERC all *Excess Benefits* when due up to and including the *Termination Date*, and
- c. uninstalling all *ERC Products* on the effective date of termination and delivering them to ERC in no less than *Useful Form* within one week of the effective date of termination.

32. At any time after completion of installation, *Licensee* may terminate this *Agreement* by purchasing from ERC its interest in not less than all *ERC Products* by doing all of the following:

- a. paying to ERC all *Excess Benefits* when due up to and including the date *Licensee* delivers payment of the *Buyout Cost* to ERC, and
- b. paying to ERC the *Buyout Cost* by delivery of a bank cashier's check in the full amount of the *Buyout Cost*.

33. The *Buyout Cost* is the sum of the installed conversion cost of each *ERC Product* (identified in the most recent *Plan*), multiplied by 100% minus a percentage no less than 0% and no greater than 100%; this percentage is the number of hours of use already billed and paid for by the *Licensee* since the installation date of the *ERC Product* divided by the rated life of that *ERC Product* as reported by the manufacturer.

34. The *Rated Life* of an *ERC Product* is the manufacturer's reported rated life of the product in hours of operation divided by its number of hours of operation per year in the context of *Licensee's* lighting system.

35. *Useful Form* means appropriately packaged and in good operating condition excepting normal wear and tear for the number of hours incorporated in the *Excess Benefits* paid, for all *Billing Periods* through the effective date of termination. The determination of the condition of *ERC Products* shall be reasonably made by ERC and subject to *Licensee's* review.

36. This *Agreement* may not be terminated by action of the *Licensee* unless and until the *Licensee* is in full compliance with this *Agreement* and has timely fulfilled all requirements to effect the termination.

37. *Licensee* may at any time, including at the time of payment of *Excess Benefits*; pay to *Licensor* additional payments which shall be applied to the optional *Buyout Cost*. The amount of additional payment divided by the *Buyout*



Cost at that time shall be the incremental percentage of the *ERC Products* purchased by *Licensee*. At such time as the cumulative percentage of *ERC Products* purchased in this fashion equals 100%, the *Licensee* shall have satisfied provision 5(b) of Exhibit D. Prior to that time, to the extent *Licensee* has purchased a partial interest in the *ERC Products*, *Licensee* shall be credited with a portion of *Excess Benefit* payment due in proportion to its cumulative share of *ERC Products*, and shall be charged that same proportion of any maintenance or replacement costs incurred by the *Licensors* with respect to *ERC Products*.

#### *Termination by Licensors*

38. *ERC* may terminate this *Agreement* with respect to all or any portion of the *ERC Products* by giving five business days advance notice if the *Licensee* is delinquent for two *Billing Periods* or more on any payments due *ERC* under this *Agreement*. Such termination does not relieve *Licensee* of its obligations under this *Agreement*. Upon such termination, *ERC* may demand return of the *ERC Product* owned by *ERC* in *Useful Form* or payment of the *Buyout Cost*, at *ERC's* election, within twenty days of the date of notice of termination.

39. *ERC* may terminate this *Agreement* as to any *ERC Product* which is no longer used at least 80% of the time per month as previously indicated in a *Plan* upon written notice effective after a time period equal to one year multiplied by the ratio of the current paid time of use of that *ERC Product* to the time of use of that *ERC Product* previously indicated in a *Plan*. Upon the effective date of such a termination or sooner at *Licensee's* option, *Licensee* agrees to return the *ERC Product* owned by *ERC* in *Useful Form* to *ERC* or pay to *ERC* the *Buyout Cost* of such *ERC Product*, as elected by *ERC*.

40. *ERC* may terminate this *Agreement* immediately if the *Licensee* becomes insolvent or any bankruptcy, receivership or insolvency proceeding is instituted by or against the *Licensee*. *ERC* may elect to demand return of the *ERC Product* owned by *ERC* in *Useful Form* to *ERC* or payment to *ERC* of the *Buyout Cost* of the *ERC Product*.

41. *Licensee* shall pay all costs of removal and delivery of the *ERC Products*, in *Useful Form*, to the order of *ERC* for any termination return of product.

42. *ERC* may terminate this *Agreement* at any time and immediately transfer to the *Licensee*, *ERC's* interest in any or all of the *ERC Product* owned by *ERC* without any consideration required and without notice. Such termination relieves *ERC* of any further obligation under this *Agreement*.

43. Termination by *ERC* of this *Agreement* does not relieve *Licensee* of any of its obligations under this *Agreement* unless and until *Licensee* has paid to *ERC* all *Excess Benefits* when due and, as elected by *ERC*, either returned the *ERC Product* owned by *ERC* to the order of *ERC* in *Useful Form* or paid to *ERC* the *Buyout Cost* of the *ERC Product*.

44. **Termination Date** means the date on which this *Agreement* is terminated in compliance with its terms. This *Agreement* can be cancelled by either party according to the provisions above. At any given time, without notice and without penalty, the *Licensee* may unilaterally terminate its use of *ERC Products* and after this termination of use have no obligation to render payment to *ERC* other than for *Excess Benefit* payments due because of prior use and prior payment record.

#### *Responsibility for ERC Products*

45. Upon termination of this *Agreement* in any manner, and unless otherwise provided, the *ERC Products* must be purchased or returned to *ERC* in *Useful Form* no later than four weeks after the effective date of termination. If the *Licensee* or any guarantor of this obligation fails to timely return the *ERC Products* in *Useful Form*, then *ERC* may declare the *Licensee* and any guarantor in default and shall be entitled to be reimbursed by the *Licensee* or any guarantor for all actual costs of removal, transportation and re-stocking of the *ERC Products*, as well as for the *Buyout Cost* of any *ERC Product* not returned or recovered in *Useful Form*, which reimbursed amount is due within one week of the invoice date.

46. *Licensee* shall cooperate with *ERC* in any way necessary for *ERC* to perfect *ERC's* right to recover the *ERC Product*. If the *Licensee* fails to return the *ERC Product* upon termination of this *Agreement*, if so required by this *Agreement*, the *Licensee* hereby grants *ERC* and its agents access to and the right to enter upon any premises of the *Licensee* to remove any and all *ERC Product* without hindrance or delay of any kind. This grant of access does not relieve the *Licensee* of its obligation to return the *ERC Products* to *ERC*.



## Exhibit to LCA Section E

### Excess Benefit Calculation, Adjustment, and Invoicing

47. In exchange for ERC's implementation of the Plan, Licensee agrees to pay to ERC the Excess Benefit for each Billing Period until the Termination Date. Because the Excess Benefit is based on actual use of ERC Products, which use Licensee has the right to change or terminate at any time, the Excess Benefit for any Billing Period cannot be known until after the Billing Period in question. For operational expediency, the parties agree Licensee shall pay to Licensor a Projected Excess Benefit calculated in the same manner as Excess Benefits, but based on the most recent projected usage data and detailed on the most recent Plan. This Projected Excess Benefit payment may be partially or fully returned to the Licensee through Prior Period Adjustments based on subsequent actual usage. It is understood that any calculation of or reference to Excess Benefit for a given Billing Period in advance of knowledge of the actual usage of ERC Products during that Billing Period constitutes a calculation of or reference to Projected Excess Benefit, even if the adjective "Projected" is omitted.

48. On or about the end of each year following completion of installation and at the time of termination, or more frequently at ERC's discretion, ERC shall re-calculate the Excess Benefit for subsequent Billing Periods based on an updated Plan and taking into account any Prior Period Adjustments and changes in Non-converted Lighting Costs and Post-conversion Lighting Costs, changing invoices as appropriate. To provide an accurate updated Plan, ERC will request from Licensee data regarding any changes in hours of use or changes in operating costs. For any information requested that is not received within one month by ERC, ERC shall use hours of use that are unchanged or changed based on changed kilowatt-hours billed by the electricity provider, and increase the prior year's cost data by the higher of 3% or the annual inflation rate calculated using the Consumer Price Index reported most recently by the U.S. Labor Department's Bureau of Labor Statistics.

49. Excess Benefit payments for a Billing Period are due by the 28<sup>th</sup> day after the start of that Billing Period by Automated Clearing House (ACH) transfer or by the 21<sup>st</sup> day after the start of that Billing Period if paid with a check drawn on a U.S. bank.

50. The Billing Period is the calendar month, adjusted as follows for the first and final month of the Plan: the first Billing Period begins on the day following the first day any ERC Product is installed and the final Billing Period ends on the Termination Date.

51. If an Excess Benefit is not paid in full by its due date, the Excess Benefit will be recalculated using a Lighting Cost Reduction Rate reduced by an absolute 0.10% (one-tenth of one percent) for each day the Excess Benefit payment is delayed. This recalculated Excess Benefit shall be paid for a number of Billing Periods equal to the number of days of payment delay.

#### Calculation of Excess Benefit

52. Excess Benefit is stated on the most recent Plan and equals the greater of zero dollars or the Licensee's:

Non-converted Lighting Cost  
minus the Lighting Cost Reduction, and  
minus all Post-conversion Lighting Costs, and  
plus or minus any Prior Period Adjustments

53. Non-converted Lighting Cost equals the calculated total lighting cost of the Licensee in the relevant period had the Licensee not participated in this Agreement, based on the luminaires the Licensee had prior to conversion under this Agreement with quantities needed to achieve the lighting performance requested by the Licensee at any time, the actual lighting hours of use and power cost rates known at the end of the relevant period, every luminaire being fully operational at all times, and the maintenance protocol most recently stipulated by the Licensee. Non-converted Lighting Cost equals the sum of:

a. Non-converted Electricity Cost — If the existing lighting system has segregated electricity billing, ERC will use that cost as the basis of the Non-converted Electricity Cost. If not, ERC will calculate the Non-converted Electricity Cost



based on all applicable data such as the number and type of lighting fixtures, their wattage, their hours of operation, and the cost of electricity as quoted by the electricity supplier.

b. **Non-converted Replacement Cost** – If the Licensee supplies complete and accurate information, ERC will use the Licensee's current data regarding the replacement product cost of lamps and ballasts. If not, ERC will calculate the **Non-converted Replacement Cost** based on all applicable data such as the number and type of lighting fixtures, their **Rated Life**, hours of operation, and the full cost of individual replacement products (as provided by Licensee or national sources).

c. **Non-converted Disposal Cost** – If the Licensee supplies complete and accurate information, ERC will use Licensee's data regarding the cost to dispose of products. If not, ERC will calculate the **Non-converted Disposal Cost** based on all applicable data such as the number and type of lighting products, their **Rated Life**, their hours of operation, and the average all-in cost per product to legally dispose of that product (as provided by Licensee or local trash haulers).

d. **Non-converted Maintenance Cost** – If the Licensee supplies complete and accurate information regarding their lighting system maintenance cost, ERC will use that data for **Non-converted Maintenance Cost**. If not, ERC will calculate the **Non-converted Maintenance Cost** based on all applicable data such as the number and type of lighting fixtures, their **Rated Life**, their hours of operation, the typical amount of time and equipment it takes to maintain that type of fixture, and the average all-in cost of maintenance labor and equipment per unit time (as provided by the Licensee or national authorities).

54. **Lighting Cost Reduction** – the **Non-converted Lighting Cost** multiplied by the **Lighting Cost Reduction Rate**.

55. **Lighting Cost Reduction Rate** – the percentage of the **Non-converted Lighting Cost** eliminated during a given **Billing Period** as a result of implementation of the Plan. The schedule of numerical values of **Lighting Cost Reduction Rates** is listed in the Plan under the heading "Lighting Cost Reduction Rate" for each **Billing Period**.

56. **Post-conversion Lighting Costs** – The sum of **Post-conversion Electricity Cost**, **Post-conversion Disposal Cost**, **Post-conversion Maintenance Cost** and **Post-conversion Shipping Cost**, calculated at the end of each fiscal year with payment modifications due to any change in use or costs.

a. **Post-conversion Electricity Cost** – If the converted lighting system has segregated electricity billing, ERC will use that cost as the basis of the **Post-converted Electricity Cost**. If not, ERC will calculate the **Post-converted Electricity Cost** based on all applicable data such as the number and type of lighting fixtures, their wattage, their hours of operation, and the cost of electricity as quoted by the supplier.

b. **Post-conversion Disposal Cost** – the disposal costs incurred by Licensee for disposing of ERC Products.

c. **Post-conversion Maintenance Cost** – If ERC pays directly for the labor and equipment costs of the converted lighting system, the **Post-conversion Maintenance Cost** shall be zero. If the Licensee pays a contractor approved by ERC for maintenance of ERC Products, the **Post-conversion Maintenance Cost** shall be the amount so paid. If the Licensee provides its own maintenance service, ERC will calculate the **Post-conversion Maintenance Cost** as agreed by the Licensee.

d. **Post-conversion Shipping Cost** – standard shipping charges incurred by Licensee for shipping failed ERC Products to ERC.

57. **Prior Period Adjustments** – Adjustments made in the calculation of the next year's **Excess Benefits** to offset any overpayment or under payment of **Excess Benefits** from prior periods due to (1) differences between estimates of parameters (such as hours of use and electricity costs) and projections of **Lighting Cost Reduction Rates** based on estimates of parameters used to calculate **Excess Benefits** and realized values of those parameters and **Lighting Cost Reduction Rates** and (2) credits due Licensee. If the **Excess Benefits** were too high (or low) for prior **Billing Periods**, then the cumulative amount too high (or low) plus any credits due Licensee will be divided by the number of **Billing Periods** remaining in the current or next calendar year and used to reduce (or increase) these subsequent **Excess Benefits**.

*Credits against Future Excess Benefit Payments*

58. **Inventory Credit** – ERC shall provide a credit against future **Excess Benefits** of 1% of the prevailing **Buyout Cost** of an ERC Product for each business day in excess of ten days that the product is needed for installation but not



resupplied, is immediately available from suppliers, was part of the initial *Plan*, and was listed on a written request received by *ERC* from the *Licensee* for resupply of inventory.

59. **Shipping Credit**—*ERC* shall provide a credit against future *Excess Benefits* in an amount equal to the shipping cost incurred by the *Licensee* associated with the shipping of any *ERC Product* that fails in the ordinary course of operation during the term of this *Agreement*.

60. **Maintenance Credit**—If the *Licensee* incurs maintenance costs to replace an *ERC Product* which failed in normal use, *ERC* shall provide a credit to the *Licensee* against *Excess Benefits* as specified in this *Agreement* and in the amount calculated in the *Plan* for maintenance of that particular *ERC Product*.

61. All credits against *Excess Benefits* provided for in this *Agreement* shall be applied as part of *Prior Period Adjustments* over the remainder of the current or next calendar year.

#### Exhibit to LCA Section F

#### General Terms and Conditions

62. *Licensee* authorizes *ERC* to cause to be filed or recorded any statement or instrument in respect of this *Agreement* showing the interest of *ERC* in the *ERC Products*, including Uniform Commercial Code Financing Statements, and agrees to execute and deliver, within two business days of receipt from *ERC*, any statement or instrument requested by *ERC* for such purpose.

63. *Licensee* agrees to protect and defend, at its own expense, *ERC's* title against all persons or entities claiming against or through *Licensee*, always keeping the *ERC Products* free from any legal process or encumbrance whatsoever, including but not limited to, liens, attachments, levies and executions, and shall give *ERC* immediate written notice thereof and shall indemnify *ERC* from any loss caused thereby.

a. *ERC* shall have the option, but not the obligation, to cause any such legal process or encumbrance to be released and discharged, and in such case, *Licensee* shall reimburse *ERC* for any amounts expended, including reasonable attorneys' fees, within seven days after receipt of an invoice thereof.

64. *Licensee* shall not, nor allow others to, damage or remove or uninstall the *ERC Products*, including bulbs and lamps and fixtures, from the time *ERC Products* are installed until the *Termination Date*, except as needed to replace the *ERC Products* with other *ERC Products* as provided under this *Agreement*, or on the *Termination Date* to return them to *ERC*.

65. *ERC Products* directly purchased by *ERC* are and shall remain personal property of *ERC* even if installed or attached to real property, or embedded in, permanently resting on, or used as part of real property.

66. If the *ERC Products* are installed on leased premises, *Licensee* shall obtain, within five business days of receipt of the form supplied by *ERC*, a waiver of landlord's / mortgagee's lien.

67. In the event any court of law, including, but not limited to the U.S. Bankruptcy Court, should determine that notwithstanding the parties' intentions, this *Agreement* should be re-characterized as a financing transaction, then, *Licensee* does hereby grant to *ERC* a security interest in the *ERC Products* to secure all obligations of *Licensee* to *ERC*.

68. To the extent legally possible, *Licensee* grants *ERC* and its agents authority to enter the *Premises* to install or remove *ERC Products* in accordance with this *Agreement*, including if *Licensee* fails to pay the *Excess Benefits* invoiced by *ERC* and does not return the *ERC Products*.

69. *Licensee* agrees to pay *ERC* the current cost for *ERC Products* shipped to *Licensee* to replace *ERC Products* which have failed for reasons other than manufacturing defect or as a result of normal use.

70. To the extent possible, *Licensee* agrees to name *ERC* as the recipient of any lighting conversion incentives or rebates associated with the *Conversion Measures* undertaken pursuant to this *Agreement*, and to the extent that is not possible or in the event *Licensee* receives a check or other payment for a rebate and/or other third-party benefits resulting from *Conversion Measures* undertaken pursuant to this *Agreement*, *Licensee* agrees to endorse the check to the order of *ERC* and forward it to the order of *ERC*. If the benefit is made available to *Licensee* in a form other than a check, *Licensee* agrees to pay within three business days to *ERC* an amount equivalent to the benefit, such that after



accounting for the payment to ERC, Licensee's net benefit from this Agreement, after accounting for tax, is identical to what it would have been if there had been no receipt of the non-check benefit and no related payment to ERC.

71. Licensee shall continue to pay its electricity bills directly and provide a copy of same to ERC every month.

72. Within one week of receipt of a Plan, Licensee shall provide ERC a certificate of additional insured naming ERC as an additional named insured to its property and casualty insurance contract covering the Premises for an amount at least equal to the Buyout Cost.

73. In order to allow ERC to receive ongoing funding to support its mission, Licensee shall deliver to ERC with this Agreement, and each year thereafter within 120 days after Licensee's fiscal year-end, financial statements which are readily available to Licensee and reasonably required by any bank funding ERC.

74. Defined Terms. Terms which are capitalized and italicized have defined meanings which apply whenever such terms appear in this Agreement or any of its Exhibits. These terms appear in bold type when first defined.

75. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter. No oral or written agreements, practice, or course of dealing between the parties relating to the subject matter shall supersede this Agreement.

76. Amendment. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by each party.

77. Agreement Interpretation. The parties represent that the Agreement, and any addenda and/or attached exhibits, have been reviewed by each party and each party has had sufficient opportunity to obtain legal counsel on matters of contract interpretation and performance. Furthermore, the parties agree that this Agreement shall not be interpreted more harshly against one party merely because that party was the original drafter of the Agreement.

78. Section Headings. The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.

79. Severability. If any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, impaired or prejudiced, except to the extent doing so would offset the impact of removing the invalid, illegal, or unenforceable provisions.

80. Force Majeure. Neither party shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement when the interruption is due to war, rebellion, act of terror or insurrection; an act of God, severe weather, or natural disaster; fire, government statute, order or regulation prohibiting the performance of this agreement; riots, strikes, labor stoppages, lockouts or labor disputes; utility outages; or other causes beyond the reasonable control of the parties to the extent such occurrences are not caused by the actions of the party seeking relief under this section.

81. Assignment. Neither party may assign this Agreement without prior written consent from the other party, which shall not be unreasonably withheld, provided that ERC may assign this Agreement upon 15 days' notice to the Licensee without consent to ERC's lender or to parties related to ERC who have the ability, financial resources and technical resources to perform ERC's duties and obligations.

82. Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action.

83. Applicable Law and Choice of Forum. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Michigan, without regard to its conflict-of-laws provisions to the extent that those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Venue for any litigation or dispute resolution involving this agreement shall be in the county in the state in which Licensee's principal facilities are located.

84. Notices. Any notice or other communication required or permitted shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, overnight courier (charges prepaid), registered mail



or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business (attention to the Treasurer) or to such other address of which the parties may have given notice. Unless otherwise specified, notices shall be deemed received (i) on the date delivered, if delivered personally or by confirmed facsimile transmission; (ii) on the next business day after deposit with an overnight courier; or (iii) the day actually received, if sent by registered or certified mail.

85. Procedures upon Default. The non-defaulting party may not implement dispute resolution until providing the defaulting party a Default Notice and an opportunity to cure the default. The notice shall describe the nature of the default in reasonable detail and provide 30 days from the date deemed received to cure the default.

86. Remedies upon Default. In addition to any other remedies available to the parties at law, in equity or under the terms of this Agreement, including provisions for dispute resolution, ERC shall have at all times the right to perfect a Uniform Commercial Code security interest in the ERC Product. In addition, at any time when the Licensee is in uncured default under this Agreement or this Agreement has been terminated, the Licensee hereby grants to ERC and agrees to facilitate ERC's right to enter upon any premises of the Licensee for the purpose of removing any and all ERC Product without hindrance or delay of any kind.

87. Dispute Resolution. All disputes, controversies, or claims arising out of, in connection with, or relating to this Agreement or any breach or alleged breach of the Agreement, and any claim that either party violated any state or federal statute or state common law doctrine or committed any tort in relation to this Agreement shall, upon the request of either party, be submitted to and settled by private arbitration using the appropriate rules then in effect and the services of the American Arbitration Association (except any rules of the American Arbitration Association regarding the allocation of arbitration fees and expenses) in Oakland County, Michigan (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration in a joint proceeding for all common issues and disputes before one mutually agreeable arbitrator. If the parties are unable to select an arbitrator within ten business days of notice of intent to arbitrate, then the selection procedures and the services of the American Arbitration Association shall be utilized by the parties. This agreement to arbitrate may be specifically enforceable by any court of competent jurisdiction. The parties also specifically agree:

a. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall make a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born equally by the parties to such arbitration, and each party shall pay for and bear the costs of its own experts, evidence, and attorneys' fees.

b. Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. After the entry of an arbitral award the non-prevailing party shall have thirty days after it receives notice of the award to fully comply with the award. A judgment shall not be entered to enforce the award until the non-prevailing party has had an opportunity to comply with the arbitral award according to this provision, and shall not be entered at any time if the non-prevailing party fully complies with the award. The obligation to arbitrate all disputes between the parties shall not preclude Licensor from seeking provisional relief in a court of law, such as injunctive orders, to enforce compliance with Licensor's right to enter the Premises to recover ERC Products, pending the award of the arbitrator.

c. These terms of Dispute Resolution shall survive the termination of this Agreement.

d. Licensee agrees that the arbitrator may issue orders for provisional remedies, including interim awards, as the arbitrator finds necessary to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action, including, but not limited to, orders preventing the Licensee or others from moving the ERC Products from their original sites of installation and allowing the Licensor to enter the Licensee's premises for the purpose of removing the ERC Products without hindrance or delay of any kind.

88. Employee Recruitment. The parties agree that their respective employees are critical to their operations and to refrain from engaging or hiring in any capacity employees of the other during the term of this Agreement, and for a period of 52 weeks following termination of this Agreement. Should either party violate this paragraph, the violating party will pay to the other an amount equal to 50% of that employee's annualized compensation. These terms of Employee Recruitment shall survive the termination of this Agreement.



89. Binding Authority. The parties acknowledge they are in good standing in the jurisdiction of their origin, and the person signing below has express authority to execute this Agreement. Licensee represents it has full right and lawful authority to enter into this Agreement, and in so doing violates no existing agreement of Licensee.

90. Confidential Information. Confidential Information means all Plans produced at any time in conjunction with this Agreement. The Confidential Information belongs to ERC. Licensee agrees that it will not modify, reverse engineer, de-compile, create other work forms, or disassemble any software programs or files contained in the Confidential Information. Licensee shall not disclose the Confidential Information to any third party unless required in response to a Freedom of Information Act request and shall promptly provide ERC with copies of any such requests that are received, with the only other allowed disclosures being to Licensee's employees or agents on a need-to-know basis and to Licensee's legal counsel, auditors, accountants, and other consultants on the explicit understanding that they are bound by a duty not to use the Confidential Information for any purpose other than advising the Licensee. The Confidential Information shall remain the property of ERC indefinitely.

91. Professional Advice. Nothing in this Agreement shall constitute legal, accounting or other professional advice from Licensor to Licensee. Each party has had adequate opportunity to seek legal, accounting or other professional advice as it sees fit. Licensee acknowledges that it has received sufficient information to evaluate the ERC Lighting Conversion Program and considers it to be appropriate for Licensee.

92. Licensee shall provide the following information as soon as possible after contract signing: confirmation of whether or not the Licensee is a 501(c) tax exempt organization; state registration number, if any; tax identification number; and primary contact name and contact information. At any time, the most-recently named primary contact shall be the Licensee's authorized representative for all purposes of this Agreement.

93. Clarifications. The scope of work and premises of work are all lighting in or about buildings and areas owned or managed by Licensee unless stated otherwise, along with any other Clarifications, on one or more "Attachment to the Lighting Conversion Agreement: Clarifications" as signed by Licensee and Licensor. Any such Clarifications are incorporated in and modify the terms of this Agreement.

*CX*

*RF*

# Invoice

ERC-LED, LLC  
P O Box 4795  
Des Moines, IA 50305

Date	Invoice #
1/1/2025	3097

**Bill To**

Clayton Township  
2011 S. Morrish Road  
Swartz Creek, MI 48473

**Main Phone Number: 248-481-4194**

**Accounting email: Accounting@erc-led.org**

**All other support: Support@erc-led.org**

**Due Date**

1/21/2025

Description	Amount
Excess Benefit Payment - Fire Station - Current month	111.26
Excess Benefit Payment - Police Station - Current month	150.71
Excess Benefit Payment - Township Hall - Current month	120.30
Electronic (ACH/BFT/Wire) Payment Information: Company Name: ERC-LED, LLC Routing Number: 072404333 Account Number: 3208880 Bank Name: Oxford Bank Bank Address: Oxford, MI 48371  If ERC's lockbox address or wire instructions change, you will be notified by phone and e-mail.	
<div><p>Excess Benefit payments for a Billing Period are due by the 28th day after the start of that Billing Period by Automated Clearing House (ACH) transfer or by the 21st day after the start of that Billing Period if paid with a check drawn on a U.S. bank.</p><p>If an Excess Benefit is not paid in full by its due date, the Excess Benefit will be recalculated using a Lighting Cost Reduction Rate reduced by an absolute 0.10% (one-tenth of one percent) for each day the Excess Benefit payment is delayed. This recalculated Excess Benefit shall be paid for a number of Billing Periods equal to the number of days of payment delay.</p></div>	
<b>Total</b>	<b>\$382.27</b>



*This is part of the Plan dated 11/27/2019. Excess Benefits change only at the end of each full calendar year of benefit. Prior Period Adjustments are applied when Excess Benefit are changed or at termination.*

\* 2025 Billing will be capped at amount shown for continued Partners in good standing. If actual amount due goes up, ERC will defer the difference and if the amount billed exceeds the amount due per our Agreement, ERC will refund the difference.

# **Clayton Township (Buildings): 11/27/19 Plan**

## **Plan Summary (Projections, listed by Summary Report Identifier), Page 1**

Non-converted Lighting Product included in ERC LCP	Fire Station	Police Station	Township Hall
Fixture Count	48	63	45
Lamp Count	119	128	116
Ballast Count	61	56	58

Non-Converted Electricity Rates (blended average)	Fire Station	Police Station	Township Hall
Non-converted Energy Cost per KWH	\$0.095649	\$0.136529	\$0.136529
Non-converted Demand Charge per KW per month	\$10.12000	\$0.00000	\$0.00000

Non-Converted Annual Lighting Costs	Fire Station	Police Station	Township Hall
Non-converted Electricity Cost	\$1,414	\$2,165	\$1,630
Non-converted Replacement Cost	\$217	\$171	\$182
Non-converted Disposal Cost	\$15	\$12	\$13
Non-converted Maintenance Cost	\$240	\$293	\$229
Non-converted Lighting Cost	\$1,887	\$2,641	\$2,054

Lighting Cost Reduction Rates (LCRRs)	Fire Station	Police Station	Township Hall
Prior Periods, if any			
Next Full Year	9.63696%	13.77444%	12.47781%
Final Year of Increasing Benefit Period	26.18618%	37.42882%	33.90553%

Lighting Cost Reduction (LCR)	Fire Station	Police Station	Township Hall
Next Full Year	\$182	\$364	\$256
Final Year of Increasing Benefit Period	\$494	\$989	\$696

Post-Conversion Electricity Rates (blended average)	Fire Station	Police Station	Township Hall
Post-conversion Energy Cost per KWH	\$0.095649	\$0.136529	\$0.136529
Post-conversion Demand Charge per KW per month	\$10.12000	\$0.00000	\$0.00000



Monthly Excess Benefit Payment						
Next Full Year	Approved	Reviewing	Signed	Scheduling	Installed	Checking
Final year of Increasing Benefit Period	\$371	\$0	\$371	\$0	\$371	\$0
	\$256	\$0	\$256	\$0	\$256	\$0
Post-Conversion Annual Lighting Costs						
Post-conversion Electricity Cost (Next)	Approved	Reviewing	Signed	Scheduling	Installed	Checking
Post-conversion Excess Benefit payment (Next)	\$1,326	\$0	\$1,326	\$0	\$1,326	\$0
Post-conversion Lighting Cost (Next)	\$4,454	\$0	\$4,454	\$0	\$4,454	\$0
	\$5,780	\$0	\$5,780	\$0	\$5,780	\$0
Post-conversion Electricity Cost (Final)	\$1,326	\$0	\$1,326	\$0	\$1,326	\$0
Post-conversion Excess Benefit payment (Final)	\$3,077	\$0	\$3,077	\$0	\$3,077	\$0
Post-conversion Lighting Cost (Final)	\$4,403	\$0	\$4,403	\$0	\$4,403	\$0
Optional Buyout Cost (OBC) Information						
Optional Buyout Cost (OBC)	All					
Buyout Cost reduction, initial monthly	\$32,401					
	\$89.42					
Environmental Benefits						
KW Reduction	All					
Annual KWH Reduction	14.21					
	29,867					
ERC Products included in ERC LCP						
ERC Product Count - (to be or already) Installed						
ERC Product Count - (to be or already) Inventory						
Total Count (See Bill Of Materials for detail)						
	All					
	1,083					
	6					
	1,089					
	All					
	1,347					
	40,231					


The color-coded values above are calculated on other schedules, which highlight the values with the same color-coding.


The ERC Product information is from the "Bill Of Materials".

All other color-coded values are calculated on the "Plan Detail". The Plan Detail starts with the data provided in the assessment, and calculates all other values.

The monthly values of some of these annual numbers are also found on the "Payment Summary".

Please refer to these detailed schedules to review the calculations and related summary information. By signing below, the Parties acknowledge an understanding of the data provided and confirm the reasonability of the resulting projections and summary data.

X  12-4-2019 Date  
For ERC: Robert Florke

X  12-4-19 Date  
For Clayton Township: Christopher Gehring



# **Clayton Township (Buildings): 11/27/19 Plan**

## **Plan Summary (Projections, listed by Summary Report Identifier), Page 1**

Non-converted Lighting Product included in ERC LCP			
Fixture Count	Fire Station	Police Station	Township Hall
	48	63	45
Lamp Count	119	128	116
Ballast Count	61	56	58
Non-Converted Electricity Rates (blended average)			
	Fire Station	Police Station	Township Hall
Non-converted Energy Cost per KWH	\$0.095649	\$0.136529	\$0.136529
Non-converted Demand Charge per KW per month	\$10.12000	\$0.00000	\$0.00000
Non-Converted Annual Lighting Costs			
	Fire Station	Police Station	Township Hall
Non-converted Electricity Cost	\$1,414	\$2,165	\$1,630
Non-converted Replacement Cost	\$217	\$171	\$182
Non-converted Disposal Cost	\$15	\$12	\$13
Non-converted Maintenance Cost	\$240	\$293	\$229
Non-converted Lighting Cost	\$1,887	\$2,641	\$2,054
Lighting Cost Reduction Rates (LCRRs)			
	Fire Station	Police Station	Township Hall
Prior Periods, if any			
Next Full Year	9.63696%	13.77444%	12.47781%
Final Year of Increasing Benefit Period	26.18618%	37.42882%	33.90553%
Lighting Cost Reduction (LCR)			
	Fire Station	Police Station	Township Hall
Next Full Year	\$182	\$364	\$256
Final Year of Increasing Benefit Period	\$494	\$989	\$696
Post-Conversion Electricity Rates (blended average)			
	Fire Station	Police Station	Township Hall
Post-conversion Energy Cost per KWH	\$0.095649	\$0.136529	\$0.136529
Post-conversion Demand Charge per KW per month	\$10.12000	\$0.00000	\$0.00000

Monthly Excess Benefit Payment			
Next Full Year	Fire Station	Police Station	Township Hall
	\$108.02	\$146.33	\$116.80
Final year of Increasing Benefit Period	\$82.00	\$94.26	\$80.12
Post-Conversion Annual Lighting Costs			
Post-conversion Electricity Cost (Next)	Fire Station	Police Station	Township Hall
	\$409	\$522	\$396
Post-conversion Excess Benefit payment (Next)	\$1,296	\$1,756	\$1,402
Post-conversion Lighting Cost (Next)	\$1,705	\$2,277	\$1,798
Post-conversion Electricity Cost (Final)	\$409	\$522	\$396
Post-conversion Excess Benefit payment (Final)	\$984	\$1,131	\$961
Post-conversion Lighting Cost (Final)	\$1,393	\$1,653	\$1,358

The color-coded values above are calculated on other schedules, which highlight the values with the same color-coding.

The ERC Product information is from the "Bill Of Materials".

All other color-coded values are calculated on the "Plan Detail".

The Plan Detail starts with the data provided in the assessment, and calculates all other values.

The monthly values of some of these annual numbers are also found on the "Payment Summary".



# CHARTER TOWNSHIP OF CLAYTON

2011 South Morrish Road • Swartz Creek, Michigan 48473  
Ph. (810) 635-4433 • Fax (810) 635-4526 • claytontownship.org

Ted Henry - Supervisor  
Dennis Millem - Clerk  
Shelley Thompson - Treasurer



Doug Sherman - Trustee  
Kathy Norris - Trustee  
Ken Engel - Trustee  
Tom Spillane - Trustee

Monday, April 21<sup>st</sup>, 2025

Attention: Township Board

On Monday, April 21, 2025 - After having a meeting with Rebekah Derby, Celeste Sywyk, Ted Henry, Shelley Thompson, Dennis Milem, Rick Caruso and Ryan Clark, items and questions on Treasurer Thompson's request for credit card and ACH services were answered. The lists of services that will be provided are on page 11 – highlighted in orange. Only the services with a checkmark are included. After this meeting I feel everything was explained and questions were answered. I believe this will improve operational improvement.

Please let me know any input by Wednesday evening, as I will sign contract Thursday, April 24<sup>th</sup>, 2025. I do have concerns about bank reconciliations, but it was noted it will be ok as long as township treasurer continues to oversee the deposits. Also reference the orange box on the BS&A hand out.

Thank you,

Ted Henry

CHARTER TOWNSHIP OF CLAYTON  
REGULAR BOARD MEETING  
FEBRUARY 13, 2025  
Page 1

The regular Board of Trustees meeting of the Charter Township of Clayton was called to order by Supervisor Henry at 6:00 p.m. February 13, 2025 at the Clayton Township Hall.

BOARD MEMBERS:

Supervisor    Ted Henry  
Clerk           Dennis Milem  
Treasurer     Shelley Thompson

Trustees:    Tom Spillane  
                 Ken Engel  
                 Kathy Norris  
                 Doug Sherman

Attorney: Ken Tucker  
Pledge to Flag

ROLL CALL: Members Present: Sherman, Thompson, Engel, Spillane, Henry, Norris and Milem.

AGENDA: MOTION by Milem and seconded by Engel to approve agenda as amended to add Chief Plumb. ROLL CALL: YES: Norris, Engel, Henry, Thompson, Sherman, Spillane and Milem. MOTION CARRIED.

MOTION by Norris and seconded by Engel to add sick pay MCL 408.963 to agenda. ROLL CALL: YES: Sherman, Henry, Engel, Norris, Thompson, Spillane and Milem. MOTION CARRIED.

MINUTES: MOTION by Engel and seconded by Thompson to approve the January minutes of township board. ROLL CALL: YES: Spillane, Milem, Henry, Norris, Sherman, Engel and Thompson. MOTION CARRIED.

BILLS LIST: MOTION by Thompson and seconded by Engel to approve the Bills List as presented. ROLL CALL: YES: Milem, Thompson, Sherman, Henry, Engel, Norris and Spillane. MOTION CARRIED.

TREASURER'S REPORT: MOTION by Thompson and seconded by Engel to accept the treasurer's report as presented. ROLL CALL: YES: Henry, Sherman, Norris, Thompson, Engel, Spillane and Milem. MOTION CARRIED.

2025 BUDGET ADJUSTMENTS: No adjustments.

PUBLIC COMMENT

BOARD COMMENT

CORRESPONDENCE:

OLD BUSINESS

NEW BUSINESS:



SCAFD CHIEF PLUMB: Line item adjustments 4976 to 4709 \$17.00. 4976 to 4960 \$165.33. 4976 to 4988 \$3131.46. Total \$3313.79. ROLL CALL: YES: Henry, Thompson, Sherman, Spillane, Norris, Engel and Milem. MOTION CARRIED. RESOLUTION NO. 25-0213-01

APPOINTMENT TO BOARD OF REVIEW: MOTION by Milem and seconded by Thompson to appoint Ron Emmerling to the 2025 Board of Review. ROLL CALL: YES: Thompson, Sherman, Engel, Norris, Spillane, Henry and Milem. MOTION CARRIED. RESOLUTION NO. 25-0213-02

UPDATED TOWNSHIP FEE SCHEDULE: MOTION by Milem and seconded by Sherman approve updated township fee schedule for 2025. ROLL CALL: YES: Norris, Engel, Sherman, Spillane, Milem, and Henry. NO: Thompson. MOTION CARRIED. RESOLUTION NO. 25-0213-03

TOWNSHIP VACATION SCHEDULE: MOTION by Henry and seconded by Milem to add a fifth week of vacation for all full-time employees over 20 years of employment. ROLL CALL: YES: Milem, Sherman and Henry. NO: Thompson, Engel, Norris and Spillane. MOTION DENIED.

**BS&A ONLINE PAYMENTS**: MOTION by Thompson and seconded by Spillane for purchase and installation of BS&A software to allow residents to do online payments by credit cards. ROLL CALL: YES: Milem, Sherman, Spillane, Thompson, Engel and Norris. NO: Henry. MOTION CARRIED. RESOLUTION NO. 25-0213-04

MTA CAPITAL CONFERENCE: MOTION by Milem and seconded by Thompson to approve all elected officials to attend Capital Conference if they choose to do so. To be paid by the township. ROLL CALL: YES: Sherman, Henry, Engel, Norris, Thompson, Spillane and Milem. MOTION CARRIED. RESOLUTION NO. 25-0213-05

MICHIGAN EARNED SICK TIME ACT: MOTION by Thompson and seconded by Milem to approve and implement MCL 408.963 as of February 21, 2025. ROLL CALL: Norris, Sherman, Henry, Milem, Spillane, Thompson and Engel. MOTION CARRIED. RESOLUTION NO. 25-0213-06

PUBLIC COMMENT:

BOARD COMMENT:

REPORTS:

ATTORNEY: Ken Tucker  
ZONING ADMINISTRATOR: Ted Henry  
ROADS AND BRIDGES: Ted Henry  
WATER AND WASTE: Ted Henry  
FIRE BOARD: Tom Spillane, Ken Engel

CHARTER TOWNSHIP OF CLAYTON  
REGULAR BOARD MEETING  
FEBRUARY 13, 2025  
Page 3

PLANNING COMMISSION: Kathy Norris  
METROPOLITAN ALLIANCE: Shelley Thompson  
911: Tom Spillane, Ken Engel  
POLICE REPORT: Chief Brown

Meeting Adjourned: 7:18 p.m.

Minutes by

---

Dennis Milem, Clerk

Minutes Accepted by

---

Ted Henry, Supervisor



## CLAYTON TOWNSHIP PLANNING COMMISSION

Kevin DePottey  
Corey Potter  
Rick Caruso  
Kathleen Norris

Jon Mieczkowski  
George Sippert  
Richard Derby

### Board Members:

In accordance with The Michigan Planning Enabling Act, Section 125.3865, the Planning Commission is working on a Capital Improvement plan (CIP). This plan will be inclusive of all future development and improvement needs anticipated by the Township for the next 6 to 10 years. Some of the things included in the plan will be:

1. Van Vleet Road box culvert/bridge
2. Township electric sign
3. Roof and siding repair on older portion of hall and Police Department
4. Cemetery headstone and foundation renewal and repair
5. 4 round-a-bouts
6. Surface water drain cleaning and restoration
7. Miller Rd. waterline reactivation to service West side of Township
8. Cole Creek pump station at Potter Road
9. Sewer pump station and line repair and replace

The ongoing plan will be presented to the Board periodically for input and approval as the process goes forward.

Thank You,

Kevin DePottey/Chairman

# MICHIGAN LEGISLATURE

## Michigan Compiled Laws Complete Through PA 2 of 2025

Senate adjourned until Wednesday, April 30, 2025 10:00 AM

House adjourned until Wednesday, April 30, 2025 1:30 PM

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## MCL - Section 125.3865

[Download Section](#)

[Chapter 125](#)

[Act 33 of 2008](#)

[33-2008-IV.](#)

[◀ Previous Section](#) [Next Section ▶](#)

### MICHIGAN PLANNING ENABLING ACT (EXCERPT)

**Act 33 of 2008**

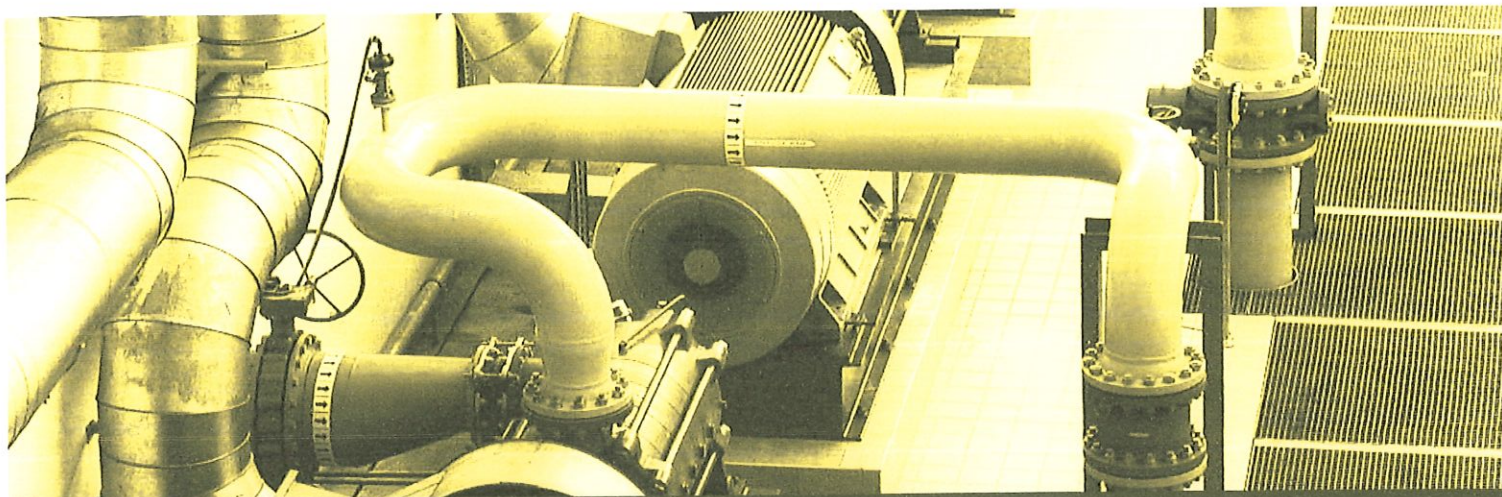
#### **125.3865 Capital improvements program of public structures and improvements; preparation; basis.**

**Sec. 65.**

(1) To further the desirable future development of the local unit of government under the master plan, a planning commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a nonelected administrative official, subject to final approval by the legislative body. The capital improvements program shall show those public structures and improvements, in the general order of their priority, that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission with lists, plans, and estimates of time and cost of those public structures and improvements.

(2) Any township may prepare and adopt a capital improvement program. However, subsection (1) is only mandatory for a township if the township, alone or jointly with 1 or more other local units of government, owns or operates a water supply or sewage disposal system.





## Capital Improvement Plans



**MICHIGAN ECONOMIC  
DEVELOPMENT CORPORATION**

### *What you will learn:*

*What is a Capital  
Improvement Plan*

*Why is it helpful to a  
community*

*How can it help a  
community save money*

A Capital Improvement Plan (or Program) (CIP) is a list of capital projects (public buildings, infrastructure or large equipment), along with the anticipated cost of those projects, scheduled over six or more years. The type of funding (general fund, grant, revolving, TIF) is also identified.

At a minimum, a CIP helps a local unit of government plan for its near-term public infrastructure needs. The process involves first identifying the community's needs, then, given the funding available, how to prioritize those needs, and finally, laying them out in a schedule.

*A Capital Improvement refers to a project or equipment that is significant in size, proportionately significant in cost, fixed, expected to last 10-30 years, not a recurring expense, and substantially adds to the value of the government's fixed assets.*

The process of developing a CIP is a necessary step in an organized effort to strengthen the quality of public facilities and services; provide a framework for the realization of community goals and objectives; and provide a sound basis on which to build a healthy and vibrant community.

Public investment in capital infrastructure projects like water and

Published by the  
MICHIGAN ASSOCIATION OF PLANNING  
Summer 2020  
1919 West Stadium Boulevard, Suite 4  
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734.913.2000 | [www.planningmi.org](http://www.planningmi.org)  
[info@planningmi.org](mailto:info@planningmi.org)



## What the Law Says:

### The Michigan Planning Enabling Act

Capital improvements program of public structures and improvements; preparation; basis.

Sec. 65. (1) To further the desirable future development of the local unit of government under the master plan, a planning commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a nonelected administrative official, subject to final approval by the legislative body.

The capital improvements program shall show those public structures and improvements, in the general order of their priority, that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission with lists, plans, and estimates of time and cost of those public structures and improvements.

(2) Any township may prepare and adopt a capital improvement program. However, subsection (1) is only mandatory for a township if the township, alone or jointly with 1 or more other local units of government, owns or operates a water supply or sewage disposal system.

sewer lines or roads has a significant impact on the size, location, and timing of future development in a community. For this reason, a CIP is more than just an exercise in fiscal responsibility. Along with adoption and implementation of a zoning ordinance, a CIP is an essential tool for implementing a community's master plan—its vision for the future. The planning and development of the social, physical, and economic well-being of the community are tied not only to

the development and implementation of its zoning ordinance, but also its CIP.

The process of developing a CIP allows a community to thoughtfully and proactively (rather than reactively) consider the projects it wants and needs to do. Rather than simply waiting for infrastructure or equipment to break or deteriorate, a CIP process allows decision makers the time to consider not only what equipment is

## RESOURCES:

To meet the long term, collaborative, fiscal planning requirements outlined in the Michigan Planning Enabling Act, the Michigan Economic Development Corporation developed the *Capital Improvements Plan Guide* as a tool for Michigan communities looking to establish a capital improvements plan.

The *RRC Capital Improvements Plan Guide* recommends methods that have been successful in other communities. However, every community has different needs and capacities, so your CIP process and document should be tailored to fit your community's requirements.

The Michigan Association of Planning offers a CIP workshop that can be brought to your community.



aging or nearing the end of its useful life, but also the community's preferences. Now is the time to research the cost. While this can be a disheartening process, because there are always more needs and wants than there is money available, it's strategic and even more necessary when funds are finite. A CIP is the most effective vehicle to anticipate and approve new public improvements.

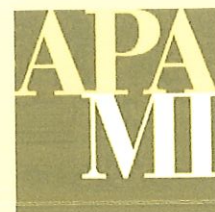
### **TIP**

*Coordinate your community's CIP activities with neighboring and overlapping jurisdictions.*

Consider your own household budget. There is a certain amount of income coming in. There are "needs" for the family as well as "wants". Depending upon income and the particular cost of those wants and needs, often purchases must wait. For instance, the vacation must be postponed because the roof needs to be replaced. Just as setting up a budget and saving for that vacation of a lifetime takes planning for your family, the CIP process is similar for a community.

Even if your community has very limited funds and owns few pieces of equipment or property or infrastructure, the process of determining priorities, needs, available resources, scheduling and then implementing them over the next six years is imperative to make sound decisions that will keep your capital and operational expenses in check.

This tear sheet was developed by the Michigan Association of Planning (MAP) for the Michigan Economic Development Corporation (MEDC). The Michigan Association of Planning is a 501 c 3 organization, dedicated to promoting sound community planning that benefits the residents of Michigan. MAP was established in 1945 to achieve a desired quality of life through comprehensive community planning that includes opportunities for a variety of lifestyles and housing, employment, commercial activities, and cultural and recreational amenities.





April 14, 2025

Rebekah Derby  
**Charter Township of Clayton**  
2011 S. Morrish Road  
Swartz Creek, MI 48473

Dear Rebekah,

AmeriScan Imaging Services, Inc. (AmeriScan) is pleased to submit a proposal for your document scanning needs. This document outlines the scanning requirements and clearly demonstrates that AmeriScan's team has the necessary experience and the business know-how to undertake such a project.

AmeriScan Imaging Services uses industry-leading document imaging technologies to provide superior scanning services to our clients. By combining the latest technologies with years of experience in the document imaging market, we provide our clients with accurate, high-quality digital files while maintaining the highest level of customer support in the industry.

In order to service our clients effectively, we have invested in the latest high speed document scanning equipment and software. In addition, we have developed processes and procedures that maximize the efficiency with which assignments are completed. Further, AmeriScan prides itself on being flexible, delivering images and index data in formats that fit your needs.

Again, we thank you for the opportunity to submit a proposal and we look forward to developing a strong partnership and a mutually rewarding business relationship for the years to come.

Sincerely,

*Robert A. Covault*

Robert A. Covault  
*Director of New Business*  
**AmeriScan Imaging Services**



## Service Specification

### PROJECT INTRODUCTION (STATEMENT OF WORK)

The Charter Township of Clayton has Building files that need to be scanned and indexed. The hard copies are located at 2011 S. Morrish Road, in Swartz Creek Michigan. All files will be scanned as a multi-page pdf file and indexed by the property address. All scanning will be done at 300dpi in black & white. The paper was in average condition, contained average staples and other binding, and was a mix of 8.5" X 11" with some oversized drawings as well. The purpose of this project is to free up space and allow easy access to the files by having them digital and accessible. All services including document destruction will take place at AmeriScan Imaging Services located at 50690 Rizzo Drive, Shelby Township, MI 48315.

### ESTIMATED QUANTITIES

Room 1, Township Hall Upstairs: Mix of small (15inch) and large (24 inches) boxes, plus file cabinet drawers. Estimated total of 495 inches of paper.

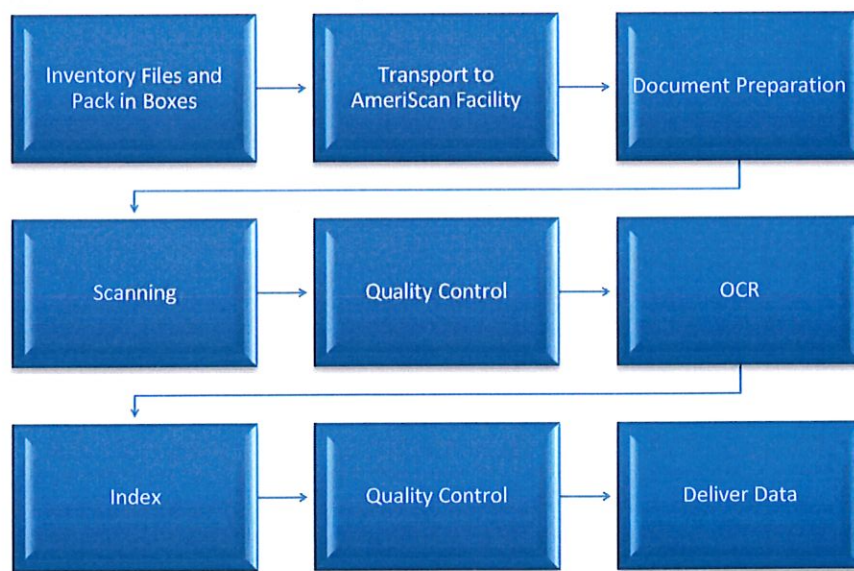
Room 2, Police Department basement: 10 large banker boxes. Estimated total of 240 inches of paper.

The total inches of paper is 735. An average inch of paper contains 180 pages. Total page count is estimated at 132,300 (735 X 180).

There are also some boxes/bins of drawings and some drawings mixed in with the smaller paper/files. We are estimating a total of 1,500 total drawings that will need to be scanned on a separate, large format scanner.

### DESCRIPTION OF DELIVERABLES

#### Project Workflow





### **Project Setup**

The first step for any project is to configure the correct project workflow and then assemble the best team to meet all deliverables. Project Setup shall include the following:

- Discovery meeting (AmeriScan & Clayton Township)
- Determine project schedule and expectations
- File request portal training and documentation
- Assemble best team possible

### **Document Preparation**

Pre-Scanning preparation shall include the following:

- Remove the pages from each file folder/binder.
- Remove staples, paper clips, and any other binding.
- Tape torn or tattered documents to allow proper scanning.
- Insertion of bar-coded sheets for document breaks and/or reading of barcodes.
- Sticky notes will need to be removed and applied to open areas.
- Count the number of files per box.

### **Scanning (Standard & Large Format)**

AmeriScan shall use the following processes to ensure the highest quality image results from the scanning of each document: Files larger than 11" X 17" will be scanned on a large format scanner and merged back with the smaller paper from that file.

- Scan each file into a B/W PDF file at 300 dpi.
- Documents containing color elements might be scanned in color (color detection technology).
- Ensure pages are correctly orientated.
- Remove blank pages from the PDF.
- File folders do not need to be scanned.
- Verify the number of files per box

### **Indexing/OCR (Optical character recognition)**

AmeriScan shall use the following processes to ensure the highest data-entry accuracy:

- Index each file by the property address.
- Perform OCR (Optical character recognition) on the resulting PDF. OCR is a technology that recognizes text within a digital image and allows the end user to search for "key word(s)" within a file.





### **Quality Assurance Review**

Document scanning and indexing shall be carefully monitored and evaluated to ensure the highest quality output. The following quality control items shall be monitored by AmeriScan on each scanned document:

- Reviewing the scanned image for proper orientation.
- Legibility of text, proper document type, correct number of documents, correct page Sequence.
- Re-scanning corrected documents.
- Input data corrections.
- Certify accuracy and completeness.
- Tracking, prepping, scanning, and indexing errors.
- Ensure processes are followed/provide reporting.

### **Storage & Document Destruction**

No charge for storage during the scanning process. AmeriScan Imaging Services will hold onto all hard copies for 3 months after delivering the data back to Clayton Township. After the 3 months have expired the files will go for secure destruction, or may be returned back to the Township. All destruction is done on-site at AmeriScan Imaging Services.

### **Uploading/ Data Transfer**

Once the converted files have successfully passed all quality control reviews, we will transfer the images and index data onto a portable drive and deliver it back to Clayton Township. AmeriScan Imaging Services will retain all electronic data for 12 months after delivery.

### **Project Timeline**

Once the project is kicked off, we are estimating the project to take about 1-2 months to complete.



## FILE REQUEST PORTAL

### File Requests – Customer Web Portal

Once the files are in our possession that doesn't mean you can't access them. AmeriScan will provide file requests to you and your staff at no additional charge. Just let us know what you need, and we will upload the requests to a secure web portal. If you need the actual hard copy file and/or box(s) we can deliver/ship them as needed. Our hours of operation are 8:00 am – 5:00 pm EST, Monday through Friday. If you have a file request, you can email us at [filerequest@ameriscanimaging.com](mailto:filerequest@ameriscanimaging.com) or call us at (877) 727-0022. You will need to provide your name, company name, customer account number, contact number, email address, and the file(s), document(s), and/or box(s) you're requesting. All file requests will be processed within 24 hours. Emergency/Urgent requests will be processed immediately. Upon signing a service agreement, an additional phone number will be provided for after-hours requests. Individuals requesting files need to be on the authorization form.

## WHO WE ARE

### Company Vision

Our vision is to grow successful, long-term client relationships through our commitment to professional service and complete customer satisfaction. Our vision is to become the market leader in Document Management solutions through affordable, reliable, and secure document imaging solutions.

### Corporate Profile

Founded in 2006, AmeriScan has evolved into one of Michigan's top document conversion companies. We provide industry-leading document imaging technologies to our clients. In order to service our clients effectively, we have invested in the latest high speed document scanning equipment and software. In addition, we have developed processes and procedures that maximize the efficiency with which assignments are completed. Further, AmeriScan prides itself on being flexible, delivering images and index data in formats that fit your needs.



PROJECT INVESTMENT		
Company: Clayton Township		
Job Description: Scanning Services / Building Files		
ESTIMATED QUANTITY SUMMARY		
Document Preparation Hours		150
Total Pages to Scan		132,300
Large Format Scanning (Maps/Blueprints)		1,500
Indexes		2,000
Boxes for Destruction		37
AMERISCAN UNIT INVESTMENT		
Pick Up Files		\$500.00
Provide Boxes & Pack Files (File Cabinet Files)		INCLUDED
Inventory Files		INCLUDED
Document Scanning		\$0.05/Image
Large Format Scanning (Maps/Blueprints)		\$1.25/Image
Document Preparation		\$22.50/Hour
Indexing Files		\$0.12/Each
OCR (Optical Character Recognition)		INCLUDED
Media (USB)		INCLUDED
File Requests		INCLUDED
Document Destruction		\$5.00/Box
CLAYTON TOWNSHIP PROJECT INVESTMENT		
Service	Quantity	Cost
Pick Up Files (Includes providing boxes and packing file cabinets)	1	\$ 500.00
Document Preparation	150	\$ 3,375.00
Document Scanning	132,300	\$ 6,615.00
Large Format Scanning (Maps/Blueprints)	1,500	\$ 1,875.00
Indexing Files	2,000	\$ 240.00
Document Destruction	37	\$ 185.00
<b>ESTIMATED TOTAL PROJECT INVESTMENT</b>		<b>\$ 12,790.00</b>

**NOTE:** The Project Investment represents a good faith estimate of the costs for the Works. The actual cost may vary and will depend on the actual number of images created.

# CHARTER TOWNSHIP OF CLAYTON

2011 South Morrish Road • Swartz Creek, Michigan 48473  
Ph. (810) 635-4433 • Fax (810) 635-4526 • claytontownship.org

Ted Henry - Supervisor  
Dennis Milem - Clerk  
Shelley Thompson - Treasurer



Tom Spillane - Trustee  
Ken Engel - Trustee  
Kathy Norris - Trustee  
Doug Sherman - Trustee

Dear Board:

Supervisor Henry to appoint Tim McKnight to Fire Board and remove Brian Lipe.

Denny Milem  
Clerk



**AJP COMMERCIAL SHREDDING**

PO Box 1339

Flint, MI 48501 US

+18102393232

april@ajpcommercial.com



## SALES RECEIPT

**BILL TO**

CLAYTON TOWNSHIP

2011 MORRISH ROAD

SWARTZ CREEK, MICHIGAN

48473

USA

**SALES #** 3030-11909**DATE** 05/01/2025

---

**PMT METHOD**

Check

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
04/30/2025	<b>95 GALLON TOTE</b>	95 GALLON SHRED TOTE	11	110.00	1,210.00

PAID BY CHECK # 025947

---

SUBTOTAL	1,210.00
TAX	0.00
TOTAL	1,210.00
BALANCE DUE	<b>\$0.00</b>

## COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 31<sup>st</sup> day of December 2021, by and between the Charter Township of Clayton, a municipal corporation, of 2011 S. Morrish Road, Swartz Creek, Michigan 48473 (hereinafter referred to as "Township"), and Tri-County Refuse Service, Inc., dba Republic Services of Flint, 4101 Holiday Drive, Flint, Michigan 48507, a Michigan Limited Liability Company, (hereinafter referred to as the "Contractor"). TS

The Township and the Contractor agree to the following:

### 1. TERM OF AGREEMENT. TS

The term of this Agreement shall begin on January 1, 2022 (the "Effective Date") and shall expire on December 31, 2025.

This Agreement may only be amended or extended by a written and signed agreement by the Township and Contractor.

### 2. SCOPE OF WORK. TS

The Contractor is granted the sole and exclusive franchise, license, and right within the geographic limits of the Township and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide carted refuse, carted recyclable, and yard waste material collection removal and disposal services as specified in this Agreement, and to perform all the work called for within this Agreement.

### 3. DEFINITIONS. TS

TS A. **Bulk Items.** Any item larger than what the Cart can accommodate. This would include items such as stoves, water, tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bed springs, water heaters, and other large waste materials. Those items containing CFCs (Freon bearing appliances such as refrigerators, air conditioners, and freezers) will be collected at no additional charge.

TS B. **Cart.** One (1) ninety-five (95) or one (1) sixty-five (65) gallon wheeled container for use by Township residents to contain their weekly residential refuse. Carts will be maintained by the Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Carts. Should a Cart be damaged due to the negligence of the Resident, a replacement charge of \$65.00 shall be remitted by the Resident as payment in advance of delivery of a new Cart. All Carts will remain the property of the Contractor.



- C. Hazardous Waste.** Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, state, provincial, or local law or any otherwise regulated waste. Hazardous Waste shall include, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state, or local laws or regulations. **Hazardous Waste shall be excluded from this contract.**
- D. Non-Collectable Materials.** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by federal, state, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted.
- E. Refuse.** Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof, including waste generated by agricultural operations.
- F. Refuse Cart.** One (1) ninety-five (95) or one (1) sixty-five (65) gallon wheeled blue container with black top to contain all refuse, trash, and/or garbage as generated by the resident.
- G. Recyclable Material.** Solid waste taken out of the waste stream to be reused such as newsprint, aluminum, glass, plastic #1 through #7, metals, etc.
- H. Recycle Cart.** One (1) ninety-five (95) or one (1) sixty-five (65) gallon wheeled blue container with light blue top and marked "Recycle" to contain all single stream recyclable material as generated by the resident.
- I. Residential Unit.** A group of rooms located within a building and forming a single habitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking, and eating and which are occupied or otherwise habitable.
- J. Yard Waste.** Grass clippings, leaves, weeds, hedge clippings, garden waste, Christmas trees and twigs, and brush no longer than four (4) feet in length or heavier than fifty (50) pounds in weight and no more than four (4) inches in diameter.

#### **4. SERVICE, OPERATIONS, AND PERFORMANCE.**

- B A. Solid Waste Collection.** The Contractor shall continue to provide one (1) ninety-five (95) gallon curb cart (aka tote) to each residential dwelling for the provision of all normal Type II household solid waste and the Contractor shall provide all necessary services to collect and dispose of all solid waste placed curbside by the Residents every Monday. All refuse, trash, and/or garbage must be placed in the Contractor provided cart. **Should the resident have more refuse than will fit within the cart, the resident shall be permitted to place the extra refuse next to the cart for collection.**
- B B. Second Cart Requests/Replacement Carts.** Residents requesting a second cart must demonstrate their need. The determination of said need will be made at the Contractor's and the Township's sole discretion. Carts will be maintained by the Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Carts. Cleaning of the Carts shall be the sole responsibility of the Resident. Should a Cart be damaged due to the negligence of the Resident, a replacement charge of \$65.00 shall be remitted by the Resident as payment in advance of delivery of a new Cart. All Carts shall remain the property of the Contractor.
- B C. Bulk Items.** Weekly services by the Contractor shall also include the collection of bulky items once per week at no additional charge. Bulky items shall be bundled, if possible, by the Residents in parcels not exceeding four (4) feet in length and/or fifty (50) pounds in weight. Residents shall remove doors from all appliances before placing them at the curb for collection.
- B D. Additional Carts.** The Contractor shall provide up to ten (10) roll-off style carts for use by the Township placed at a mutually agreeable location at the Township's request at no additional charge.
- B E. Recycling Collection.** The Contractor shall provide one (1), ninety-five (95) or one (1) sixty-five (65) gallon recycle cart for each household and collect recyclables on an alternating week basis. The materials collected shall be newsprint and office paper; clear glass bottles and jars; magazines; phone books; steel, tin, and aluminum cans; plastics #1, #2, #4, #6, and #7; corrugated cardboard and paperboard; metal pots and pans; and junk mail.



- F. Yard Waste Collection.** The Contractor shall collect yard waste on a weekly basis from the first full week in April through the end of November every year. Christmas Trees shall be collected for the first three (3) weeks after Christmas. Yard waste must be placed in biodegradable paper bags or placed loose in a thirty (30) gallon container clearly marked "Yard Waste Only". No plastic bags will be accepted. Branches and twigs smaller than two (2) inches in diameter must be placed in bundles no larger than two (2) feet wide by four (4) feet long or fifty (50) pounds per bag or bundle. No tree trunks, stumps, or large amounts of construction and/or demolition debris will be accepted.

**5. RESIDENTIAL LANDFILL USE.**

The Contractor shall provide six (6) "Dump Permits" to each Clayton Township household per year to be used at the Republic Services owned Citizens Disposal located at 2361 W. Grand Blanc Road, Grand Blanc, Michigan 48439 for use by the residents of the Charter Township of Clayton. Clayton Township residents will use an open-top style container placed by the Contractor where users can access the container away from and off the working surface of the landfill.

**6. DAYS AND HOURS OF REFUSE COLLECTION.**

Refuse collections by the Contractor for the Charter Township of Clayton shall be every Monday starting at 6:00 a.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances and upon the mutual agreement of the Township and Contractor. The Contractor shall not violate any Township Ordinances.

**7. ROUTES AND SCHEDULE OF REFUSE COLLECTIONS.**

All routing and scheduling of trucks used by the Contractor for the collection of refuse shall be left to the reasonable discretion of the Contractor after consultation with the Township.

**8. MISSED COLLECTION COMPLAINTS.**

- A. Missed Refuse, Recyclable Materials, and Yard Waste Collections.** In the event that a regularly scheduled refuse, recyclable materials, or yard waste collection is missed, and a complaint is received by either the Township or the Contractor, and where no fault can be found on the resident's part, the Contractor shall make arrangements to collect the refuse, recyclable materials, or yard waste within twenty-four (24) hours of receipt of the complaint from a Clayton Township resident or from the Township.

- B. Missed Bulk Item Collections.** In the event that a properly scheduled or regularly scheduled collection of bulk items is missed, and a complaint is received by either the Township or the Contractor, and where no fault can be found on the resident's part, the Contractor shall make arrangements to collect the bulk items within five (5) business days of receipt of the complaint from a Clayton Township resident or from the Township.
- C. Notification of the Contractor of Missed Refuse, Recyclable Material, Yard Waste, or Bulk Item Collections.** The Township shall notify the Contractor of the receipt of any complaint for missed refuse, recyclable material, yard waste, or bulk item collections within twelve (12) hours of receipt of the complaint.
- D. Contractor Single Contact Information.** The Contractor shall provide the Township with a single contact name and a local phone number to register all complaints by residents with seven (7) days of the effective date of this Agreement.
- E. Missed Refuse, Recyclable Material, or Yard Waste Collection Contractor Penalty.** The Township may charge the Contractor the sum of \$50.00 per household for any missed refuse, recyclable material, or yard waste collection after twenty-four (24) hours' notice to the Contractor of the missed refuse collection by deducting the penalty from the Contractor's monthly invoice payment.
- F. Missed Bulk Item Collection Contractor Penalty.** The Township may charge the Contractor the sum of \$50.00 per household for any missed bulk item after five (5) business days' notice to the Contractor of the missed bulk item collection by deducting the penalty from the Contractor's monthly invoice payment.
- 9. PROPERTY DAMAGE COMPLAINTS.**
- A. Property Damage Complaint Response Time.** The Contractor shall receive and respond to all complaints from Clayton Township officials or Clayton Township residents regarding property damage caused by the Contractor for services provided under this Agreement. The Contractor shall investigate all complaints within twenty-four (24) hours of receipt of the complaint.
- B. Notification of the Contractor of Property Damage Complaints Received by Clayton Township.** All complaints received by the Township shall be provided to the Contractor within twelve (12) hours of receipt of the complaint by the Township.



**B C. Unresolved Property Damage Complaints.** The Township shall have a right to demand a written explanation concerning any property complaints that are unresolved for a period of seven (7) days after notification of the complaint to the Contractor. The Township shall have a right to demand a resolution of the complaint to the Township's satisfaction of any complaint that remains unresolved following seven (7) days after notification of the complaint to the Contractor.

**B D. Contractor Single Contact Information.** The Contractor shall provide the Township with a single contact name and a local phone number to register all property damage complaints by residents with seven (7) days of the effective date of this Agreement.

**B 10. HOLIDAYS.**

The Contractor shall observe the following holidays, unless otherwise notified:

- a. New Year's Day;
- b. Memorial Day;
- c. July 4th;
- d. Labor Day;
- e. Thanksgiving Day;
- f. Christmas Day.

Collections shall not take place when a regularly scheduled collection day falls on a holiday. All regular collection days will be delayed by one day for the remainder of the week. All weekly collection services shall be completed by the Contractor notwithstanding any delay in collections during a holiday week.

**B 11. COLLECTION EQUIPMENT.**

An adequate number of vehicles shall be provided by the Contractor for collection services in compliance with the terms of this Agreement. All vehicles shall be licensed with the State of Michigan and shall be operated in compliance with all federal, state, and local statutes and ordinances. All vehicles and equipment shall be kept in proper repair and sanitary condition and shall bear the name and phone number of the Contractor on both cab doors.

**12. DISPOSAL SITE.**

All solid waste collected for disposal shall be hauled to the Citizens Sanitary Landfill located at 2361 W. Grand Blanc Road, Grand Blanc, Michigan 48439 or such other regulated and appropriately licensed disposal facility as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all related costs and/or fees, including all tipping fees. The Contractor shall give the Township ten (10) days' notice of a requirement to change the disposal facility.

**13. LEGAL COMPLIANCE.**

The Contractor shall conduct operations pursuant to this Agreement in accordance with all federal, state, and local statutes and ordinances and regulations. In the event that any collection services provided hereunder, or portions thereof, are rendered unlawful or impracticable pursuant to laws or regulation, the Contractor shall, upon written notice to the Township and subject to the Township's written agreement, cease providing that service or portion thereof.

**14. RATES AND METHOD OF PAYMENT.**

Effective January 1, 2022, the Contractor shall be paid by the Township the following rates for all residential collection and disposal services for solid waste, recyclable material, and yard waste required during the term of this Agreement:

<b>Year One (1):</b>	<b>\$14.48 per residential unit;</b>
<b>Year Two (2):</b>	<b>\$14.99 per residential unit;</b>
<b>Year Three (3):</b>	<b>\$15.51 per residential unit;</b>
<b>Year Four (4):</b>	<b>\$16.05 per residential unit.</b>

All rates shall be increased pursuant to the rate table on January 1<sup>st</sup> of each year beginning January 1, 2023 by a factor of three (3.5%) percent, as listed below, of the prior year's effective residential unit rate for years two (2) through four (4).

**15. NEW OR DISCONTINUED SERVICE.**

Prior to the effective date of this Agreement, the Township shall provide the Contractor a list of addresses of residential units to receive collection services. Thereafter and for the duration of this Agreement, the Township shall reasonably inform the Contractor of any new or discontinued services



**16. TOTAL COMPENSATION.**

The Contractor shall provide monthly invoices to the Township within ten (10) days of the end of each calendar month for an amount calculated as the number of residential units multiplied by the applicable rate per residential unit, plus any amount due for additional services rendered at the request of the Township and subject to prior written approval of the Township less any applicable penalties for missed collection complaints or property damage complaints pursuant to paragraphs eight (8) and nine (9) of this Agreement.

**17. PAYMENT OF INVOICES.**

The Township shall remit payment to the Contractor within thirty (30) days of a properly submitted invoice. Any dispute by the Township regarding the amount of the invoice shall be submitted to the Contractor in writing within seven (7) business days of receiving the invoice. All undisputed amounts shall be paid timely. All unpaid invoices of undisputed amounts shall carry interest at a rate of 1% per month or lower pursuant to the maximum rate permitted by applicable law, until the undisputed balance is paid in full.

**18. ADDITIONAL FEES.**

The rates set forth herein in paragraph fourteen (14) above, may upon thirty (30) days written notice, and subject to the mutual written agreement of both the Contractor and the Township, be increased due to additional taxes, charges, surcharges, and/or fees imposed by governmental authorities on the Contractor, the Collection Service, or the Disposal Site following the date hereof, or due to laws, rules, regulations, or ordinances which are adopted or changed (including a change in interpretation or enforcement) following the effective date of this Agreement, which have the effect of increasing the costs of Collection Services to the Contractor or the costs to the Disposal Site, whether prospectively or retroactively. The term "Rate" as used in this Agreement may include requested adjustments made pursuant to this Agreement. The Contractor shall not be entitled to any increase to the Rate associated with any violations of law, regulations, ordinances, or permit conditions.

**19. FUEL RECOVERY FEE.**

All pricing in this Agreement reflects a base fuel price of \$3.00 per gallon for diesel fuel with incremental increases and/or decreases of \$0.04 per unit per month for every \$0.10 per gallon fluctuation in the cost of diesel over and above the base price. At no time shall the fuel adjustment drop below the base price of \$3.00 per gallon for diesel fuel.

**B 20. NOTICE.**

All notices and communications required by this Agreement shall be made in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

Township:                   The Charter Township of Clayton  
                                  Attention: Township Clerk  
                                  2011 S. Morrish Road  
                                  Swartz Creek, Michigan 48473

Contractor:               Tri-County Refuse Service, Inc. d.b.a. Republic Services of  
                                  Flint  
                                  4101 Holiday Drive  
                                  Flint, Michigan 48507

**B 21. NONDISCRIMINATION.**

The Contractor nor any subcontractor nor any person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or any other protected class.

**B 22. INDEMNITY.**

The Contractor shall indemnify and save harmless the Township, its officers, agents, servants, residents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees resulting from:

- a. Willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement;
- b. Alleged willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement;
- c. Breach of this Agreement by the Contractor; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees arising out of a willful or negligent act or omission of the Township, its officers, agents, servants, and employees.



**B 23. INSURANCE.**

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal of this Agreement, the following types of insurance at the minimum limits set forth below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
a. Workers Compensation	Statutory
b. Employer's Liability	\$1,000,000.00 aggregate
c. General Liability	
Bodily Injury	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Property Damage	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability	
Bodily Injury	\$500,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 each occurrence

All insurance shall be provided by insurers authorized to do business in the State of Michigan. Said policies shall not thereafter be cancelled without advance written notice via email to the Township. The Contractor shall provide the Township with proof of compliance with the insurance obligations of the Contractor upon request of the Township, including providing the Township with a certificate of insurance. The Township shall be added as an additional insured party with the exception of the Contractor's Workers Compensation policy.

**B 24. PERMITS, LICENSES, AND TAXES.**

The Contractor shall obtain and assume the cost of all licenses and permits (with the exception of the license and permit granted by the Agreement) and promptly pay all applicable taxes.

**B 25. GOVERNING LAW.**

The Township and the Contractor mutually agree that the terms and provisions of this Agreement shall be interpreted and governed by the laws of the State of Michigan.

**B 26. BINDING AGREEMENT.**

This Agreement is binding upon and inures to the benefit of the Township and the Contractor and their respective successors, representatives, and assigns.

**TS 27. MODIFICATION OF AGREEMENT.**

The parties agree that the terms and provision of this Agreement shall not be modified nor amended unless in writing signed by both the Township and the Contractor. The parties further agree that this requirement shall not be waived nor modified unless in writing executed by all hereto.

**TS 28. MISCELLANEOUS PROVISIONS.**

- TS A. Breach of Contract.** Either party may terminate this Agreement only upon an Event of Default by the other party. Termination shall be effective upon a minimum of thirty (30) days prior written notice to the other party. An Event of Default is a party's failure to substantially cure a material breach within ten (10) days after the receipt of written notice of the alleged breach given by the other party; provided, however, that if the breach cannot be substantially cured within such ten (10) day period, an Event of Default shall not occur if cure is commenced within such ten (10) day period and for as long thereafter as a cure is diligently pursued to the satisfaction of the other party.
- TS B. Force Majeure.** Neither the Contractor nor the Township shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulation, fire, act of God, or other similar contingency beyond the reasonable control of the Contractor or the Township. If such circumstances persist for more than seven (7) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of thirty (30) days, it may terminate this Agreement upon written notice given sixty (60) days in advance to the Township.
- TS C. Assignment of Agreement.** No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Township, which consent shall not be unreasonably withheld. The Contractor may assign any right, interest, obligation, or duty of the Agreement to an affiliate of the Contractor only with the express written consent of the Township.
- TS D. Change of Ownership.** In the event that substantially all of the Contractor's business assets are sold, the Township maintains the right to hold the Contractor solely liable. If, however, the Township determines that the new ownership can adequately and faithfully render the services called for in this Agreement for the remaining term of the Agreement, the Township may, at its sole discretion, enter into a written agreement allowing the new ownership to assume the rights and duties of the Agreement and release previous ownership of all obligations and liabilities.



Notwithstanding the foregoing, the Contractor may assign this Agreement without the Township's consent if there is a change in ownership in the Contractor's entity and the assignment is to the Contractor's parent company or any subsidiary thereof, provided that any such assignment shall not relieve such party from the timely and complete performance of its obligations under this Agreement.

**T3 E. Waivers.** A waiver by either party of any breach of any provisions hereof shall not be taken or held to a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.


**T3 F. Title to Waste.** Title to refuse, recyclable, and yard waste materials shall pass to the Contractor when it is loaded into the Contractor's truck or delivered to the Contractor's facility, as appropriate. Title to and liability for Non Collectable Materials shall not pass to the Contractor and shall remain with the generator.

**T3 29. ENTIRE AGREEMENT.**


This Agreement constitutes the entire Agreement between the Contractor and the Township and supersedes any prior understanding or Agreement.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on Nov 9, 2021.


Witnesses:

  
CLERK DENNIS M. LEM

**CHARTER TOWNSHIP OF CLAYTON**

  
Tom Spillane  
Clayton Township Supervisor

**TRI-COUNTY REFUSE SERVICE, INC.  
dba REPUBLIC SERVICES OF FLINT**

  
Richard Rolf  
General Manager

# CHARTER TOWNSHIP OF CLAYTON

2011 South Morrish Road • Swartz Creek, Michigan 48473  
Ph. (810) 635-4433 • Fax (810) 635-4526 • [claytontownship.org](http://claytontownship.org)

Ted Henry - Supervisor  
Dennis Milem - Clerk  
Shelley Thompson - Treasurer



Tom Spillane - Trustee  
Ken Engel - Trustee  
Kathy Norris - Trustee  
Doug Sherman - Trustee

Dear Board:

Discussion on funds for maintenance needed on police dept building and grounds.