

CHARTER TOWNSHIP OF MONITOR
SPECIAL MEETING
NOVEMBER 12, 2013

The Supervisor called the meeting to order at 3:00 p.m.

Members present: Brandt, Kowalski, Pike, Arnold, Miller
Members absent: Kochany, Malkin

Jennifer Garza, Project Manager from Spicer Group presented information regarding a new Stormwater, Asset Management, and Wastewater (SAW) Grant that became available in October 2013 through the Michigan Finance Authority (MFA) and the DEQ, which would provide funding for the DWS televising and inspection of the township sanitary sewer system and establish an asset management plan for the system.

Applications for the grant open on December 2, 2013 and would be awarded on a first come—first served basis. The grants have a \$2,000,000 cap per community. The first \$1,000,000 requires a 10% local match and the second \$1,000,000 requires a 25% local match. The local match is not eligible for loan assistance. Communities that are considered “disadvantaged” by the DEQ in receivership, operating under emergency manager, or operating under a consent agreement under the Local Government Fiscal Responsibility Act can receive a 100% grant with no local match required. Grant recipients must proceed with a project for which grant funding is provided within 3 years of grant award or face repayment of the grant plus interest. For the asset management plan grant, this means significant progress as determined by the DEQ toward achieving the funding structure to implement the asset management plan.

The fee for Spicer to submit the grant application on behalf of the township is a lump sum amount of \$2,500.

Ms. Garza also submitted a Sanitary Sewer Asset Management Plan SAW Grant Agreement for Professional Services. Spicer Group’s scope of services for the project are as follows:

1. Develop an Asset Management Plan
2. Develop Level of Service Documentation
3. Define the Critical Assets
4. Determine the Minimum Life Cycle Costs
5. Develop the Long-Term Funding Plan

Spicer will work in conjunction with DWS. DWS will continue to subcontract the cleaning and televising of the township’s sanitary system. It is estimated the total cost to be approximately \$205,000 based on an estimated 32 miles of sanitary sewer in the system that is older than 20 years.

The fee for Spicer to complete the 1. Asset Management Plan Phase is estimated to be \$505,000 with a total cost of \$710,000 for the grant project. The SAW Grant will cover 90% of the fee, with a cost to the township of approximately \$71,000 as the local match.

The Spicer agreement is contingent upon the Township being awarded and accepting SAW Grant funds.

Motion by Miller supported by Arnold to accept the proposal submitted by Spicer Group to prepare and submit the SAW Grant application on behalf of the township for a lump sum fee of \$2,500.

Roll call vote:

Yes: Brandt, Kowalski, Pike, Arnold, Miller

No: None

Absent: Kochany, Malkin

Motion carried.

Motion by Brandt supported by Pike to adopt Resolution R-2013-013, a resolution authorizing the SAW Grant Agreement between the MFA, the DEQ, and the township in the amount of \$710,000 as follows:

Charter Township of Monitor
County of Bay

Resolution Authorizing the SAW Grant Agreement

Minutes of the ~~regular~~ ^{special} meeting of the Board of the Charter Township of Monitor
County of Bay, State of Michigan, (the "Municipality") held on
November 12, 2013.

PRESENT: Members: Brandt, Kowalski, Pike, Miller, Arnold

ABSENT: Members: Kochany, Malkin

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

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

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

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

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

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$710,000.00 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

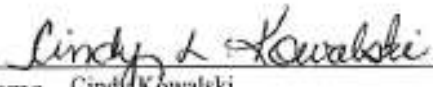
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members: Brandt, Kowalski, Pike, Arnold, Miller

NAYS: Members: None

RESOLUTION DECLARED ADOPTED

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


Name Cindy Kowalski
Board _____ of _____ Trustees _____, Clerk
Charter Township of _____ Monitor _____ County of _____ Bay _____

The meeting adjourned at 3:30 p.m.

Cindy L. Kowalski, Clerk

Gary A. Brandt, Supervisor