

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 17, 2009**

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The members of the Delhi Charter Township Committee of the Whole met on Tuesday, November 17, 2009, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Goodrich called the meeting to order at 6:00 p.m.

Members Present: Supervisor Stuart Goodrich, Clerk Evan Hope, Treasurer Harry Ammon, Trustees Derek Bajema, John Hayhoe, Jerry Ketchum, Roy Sweet

Others Present: John Elsinga, Township Manager  
Al McFadyen, DDA Executive Director  
Lt. Mike DeBruin, Delhi Division, Ingham County Sheriff's Office  
Marian Frane, Director of Accounting  
Rick Royston, Fire Chief  
Sandra Diorka, Director of Public Services  
Tracy Carney-Miller, Director of Community Development  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**BUSINESS**

**LIFT STATION D / MC CUE ROAD / GROVENBURG DRAIN IMPROVEMENT PROJECT UPDATE**

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C2AE gave an overview of the progress of the Lift Station D/McCue Road/Grovenburg Drain Improvement Project. It was stated that the overview given may be slightly different than the actual project due to recent information received from the Michigan Department of Environmental Quality. Any changes will be determined by the Board of Trustees.

**BLUE CROSS BLUE SHIELD HIGH DEDUCTIBLE HEALTH PLAN RENEWAL**

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The Board reviewed a memorandum dated November 12, 2009 from Twp. Mgr. Elsinga (ATTACHMENT I).

Wendy Thielen, Assistant Township Manager of Human Resources, gave an overview of the health insurance changes that were made in 2008 by moving to a High Deductible Health Plan. The 2010 renewal is the third year for the High Deductible Health Plan with a decrease in monthly premiums of 1.6%. It is proposed to renew for 2010 and continue with the 5-year plan for funding the deductible through the employee's Health Savings Account.

**DELTA DENTAL BENEFIT PLAN RENEWAL**

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The Board reviewed a memorandum dated November 12, 2009 from Twp. Mgr. Elsinga (ATTACHMENT II).

Wendy Thielen, Assistant Township Manager of Human Resources, stated that the Delta Dental Benefit Plan renewal shows an increase of 3.4% with no change in benefit coverage.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 17, 2009**

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**RESOLUTION NO. 2009-038 – ADOPT A RETIREMENT HEALTH SAVINGS PLAN**

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The Board reviewed a memorandum dated November 4, 2009 from Twp. Mgr. Elsinga (ATTACHMENT III).

Wendy Thielen, Assistant Township Manager of Human Resources, stated that the retirement health savings (RHS) plan is a health savings plan, different from the health savings account (HSA) used in conjunction with the high deductible health plan (HDHP) as the HSA is used by the active employee for approved medical expenses. The RHS plan is used when the employee retires and is provided in-lieu-of the Township's group health care benefits. This plan would only affect employees hired on or after January 1, 2010 and would reduce the Township's Other Post Employment Benefits (OPEB) liability for future employees.

It was stated that a change should be made to Section IX, B. of the RHS Plan Adoption Agreement to add "(Employee contributions only)" following "Immediately upon separation from service".

**FIRE DEPARTMENT – OCTOBER ACTIVITY REPORT**

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Rick Royston, Fire Chief, reported on the highlights of the Fire Department October Activity Report (ATTACHMENT IV).

**INGHAM COUNTY SHERIFF'S OFFICE/DELHI DIVISION – OCTOBER ACTIVITY REPORT**

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Lt. Mike DeBruin, Ingham County Sheriff's Office/Delhi Division, reported on the highlights of the Ingham County Sheriff's Office/Delhi Division October Activity Report (ATTACHMENT V).

**COMMUNITY DEVELOPMENT DEPARTMENT - OCTOBER ACTIVITY REPORT**

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Tracy Miller, Director of Community Development, reported on the highlights of the Community Development Department October Activity Report (ATTACHMENT VI).

**ADJOURNMENT**

Meeting adjourned at 7:25 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Hope, Township Clerk

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 17, 2009**

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Date: \_\_\_\_\_

\_\_\_\_\_  
Stuart Goodrich, Supervisor

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SUBJECT TO APPROVAL

## DELHI CHARTER TOWNSHIP

## M E M O R A N D U M

**TO:** Delhi Township Board Members

**FROM:** John Elsinga, Township Manager

**DATE:** November 12, 2009

**RE:** Blue Cross Blue Shield High Deductible Health Plan (BCBS-HDHP) Renewal

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We are in receipt of our BCBS-HDHP Renewal for the 2010 calendar year. This renewal represents a premium reduction of approximately 1.6% with no change in plan design or benefit coverage. The premiums for renewal of this Plan are as follows:

	Monthly Premium 2009	Monthly Premium 2010
Single	\$306.56	\$301.77
2-Party	\$689.76	\$678.98
Family	\$827.73	\$814.82

In 2008, the Township funded the annual deductible of \$2,000/single and \$4,000/family through contributions to the employee's Health Savings Account (HSA).

In 2009, the Township funded the annual deductible with a slight decrease to the family deductible of \$400. Employer contributions were \$2,000/single and \$3,600/family.

In 2010, I am proposing that the Township once again fund the annual deductible with a decrease to the family deductible of \$400. Employer contributions would be \$2,000/single and \$3,200/family. At its inception in 2008, our five (5) year plan is to decrease Employer contributions by \$400 each year until the family deductible levels out at \$2,000 to match the single contribution of \$2,000.

Employer contributions are deposited into employee accounts on a quarterly basis in order to minimize the Township's financial exposure. Quarterly contributions are made in January, April, July and October.

Employer contributions along with a 10% increase in premiums were included in our 2010 proposed budgets. If the Township Board concurs with this renewal, I offer the following:

**RECOMMENDED MOTION:**

**To approve the Blue Cross Blue Shield High Deductible Health Plan Renewal for 2010, and to fund the deductible through the Health Savings Account (HSA) for eligible employees in the amount of \$2,000/single and \$3,200/2-party/family to be funded on a quarterly basis in January, April, July and October 2010.**

# DELHI CHARTER TOWNSHIP

## M E M O R A N D U M

**TO:** Delhi Township Board Members

**FROM:** John Elsinga, Township Manager

**DATE:** November 12, 2009

**RE:** Delta Dental Benefit Plan Renewal

We are in receipt of our Delta Dental Benefit Plan Renewal for the 2010 calendar year. This renewal represents a 3.4% rate increase with no change in plan design or benefit coverage. The premiums for renewal of this Plan are as follows:

	Monthly Premium 2009	Monthly Premium 2010
Single	\$41.36	\$42.77
2-Party	77.53	80.17
Family	128.70	133.08

Our Delta Dental Plan provides Class I benefits covered at 100%, Class II benefits covered at 80%, Class III benefits covered at 50%, with a maximum benefit per person per plan year of \$900.

Providing dental coverage through Delta Dental to Township employees offers many advantages, the first of which is that dentists have agreed to a pre-arranged negotiated rate for services provided. In addition, dentists agree not to balance bill insureds and will submit claims directly to Delta Dental on the insured's behalf. Finally, Delta Dental has negotiated reduced fees for services. This quality of service by both Delta Dental and their affiliate dentists has provided a high level of satisfaction for both the employee and the Township for the past two decades.

Based upon the above and the reasonable rate increase of 3.4%, I recommend that the Township Board approve the renewal with Delta Dental with no change in benefit coverage.

### **RECOMMENDED MOTION:**

**To approve the insurance renewal with Delta Dental Plan of Michigan for 2010, with no change in benefit coverage for employee dental care.**

DELHI CHARTER TOWNSHIP  
**M E M O R A N D U M**

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** November 4, 2009

**RE:** Resolution No. 2009-038 to Adopt a Retirement Health Savings (RHS) Plan

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Enclosed for your review and consideration is Resolution No. 2009-038 to adopt the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Plan for funding retiree health care benefits.

The VantageCare Retirement Health Savings (RHS) Plan is an employer-sponsored health benefit savings vehicle that allows employees to accumulate assets to pay for medical expenses (i.e., health insurance, co-pays, prescription expenses, etc.) at retirement. The Plan allows an employee to invest dollars on a pre-tax basis in the Vantagepoint Mutual Funds. All earnings grow tax-deferred, and withdrawals used to pay for qualified medical benefits for participants, their spouses and/or dependents are tax-free.

This Plan will be provided to full-time employees hired on January 1, 2010 and beyond in-lieu-of the Township's current "Retirement Insurance Benefits Plan" adopted by the Board in 1999, which is subject to GASB reporting requirements for Other Post Employment Benefits (OPEB). The Township is currently prefunding this liability through the ICMA Employer Investment Program adopted by the Board in 2008. The proposed RHS Plan eliminates our OPEB liability for those employees hired on or after January 1, 2010. In addition, the contributions made to the RHS Plan by the employer and the employee are exempt from FICA taxation, saving the Township up to 7.65% of the amount contributed.

An Adoption Agreement, Declaration of Trust, and Administrative Services Agreement between Delhi Township and ICMA Retirement Corporation is also enclosed for your approval. The Adoption Agreement details employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions and the types of benefits that will be funded by the RHS Trust. The Declaration of Trust/Integral Part Trust is a model trust made available by the ICMA Retirement Corporation and has received IRS approval, which affirms the trust vehicle's tax-exempt status. The Administrative Services Agreement outlines the responsibilities and functions necessary to facilitate the investment administration of the account assets.

**RECOMMENDED MOTION:**

**To adopt Resolution No. 2009-038, which adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Plan for funding Delhi Township retiree health care benefits and to approve the Adoption Agreement, Declaration of Trust of the Charter Township of Delhi Integral Part Trust in the form of the model trust made available by the ICMA Retirement Corporation and to further approve the Administrative Services Agreement between the parties for the administration of the same.**

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2009-038**

**A RESOLUTION to adopt the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Plan for funding retiree health care benefits.**

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 17<sup>th</sup> day of November 2009 at 7:30 o'clock p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_.

**WHEREAS**, the Employer has employees rendering valuable services; and

**WHEREAS**, the Employer has determined that the provision of retiree health care benefits for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the Employer has determined that the establishment of the retiree health saving plan (the "Plan") serves the above objectives;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Employer hereby adopts the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Program.

**BE IT FURTHER RESOLVED THAT** the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the Charter Township of Delhi Integral Part Trust in the form of the model trust made available by the ICMA Retirement Corporation.

**BE IT FURTHER RESOLVED THAT** the Assistant Township Manager of Human Resources shall be the coordinator and contact for the Plan and shall receive the necessary reports, notices, etc. on behalf of the Employer.

AYES:

ABSENT:

The foregoing Resolution declared adopted on the date written above.

Evan Hope, Township Clerk

**STATE OF MICHIGAN)**

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**COUNTY OF INGHAM)**

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the \_\_\_\_\_ day of November 2009.

**IN WITNESS THEREOF**, I have hereunto affixed my official signature this \_\_\_\_\_ day of November 2009.

Evan Hope, Township Clerk

**EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN  
ADOPTION AGREEMENT**

Plan Number: 8 803105 Check one:  New Plan  Amendment to Existing Plan

Employer Retirement Health Savings Plan Name:

I. **Employer Name:** Delhi Charter Township State: Michigan

II. **The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.**

III. **Effective Date of the Plan:** January 1, 2010

IV. **The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:** Delhi Charter Township Retirement Health Savings Plan

V. **Eligible Groups, Participation and Participant Eligibility Requirements**

A. **Eligible Groups**

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- All Employees
- All Full-Time Employees hired on or after January 1, 2010
- Non-Union Employees
- Public Safety Employees – Police
- Public Safety Employees – Firefighters
- General Employees
- Collectively-Bargained Employees (Specify unit(s)) \_\_\_\_\_
- Other (specify group(s)) \_\_\_\_\_

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. **Participation**

**Mandatory Participation:** All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. **Participant Eligibility Requirements**

1. Minimum service: The minimum period of service required for participation is 3 mos. (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is 18 (write N/A if no minimum age is required).

**VI. Contribution Sources and Amounts**

**A. Definition of Earnings**

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: N/A

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**B. Direct Employer Contributions and Mandatory Contributions**

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- \_\_\_\_\_ % of Earnings
  - \$ 1,250 each Plan Year
  - A discretionary amount to be determined each Plan Year
  - Other (describe): \_\_\_\_\_
- 

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- Reduction in Salary - \_\_\_\_\_ % of Earnings or \$ 1,250 will be contributed for the Plan Year.
- Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- Accrued Sick Leave \_\_\_\_\_
  - Accrued Vacation Leave \_\_\_\_\_
  - Other (specify type of leave) Accrued \_\_\_\_\_ Leave
- 

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

**C. Limits on Total Contributions** (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- \_\_\_\_\_ % of earnings\*
- \*Definition of earnings:     Same as Section VI.A..     Other
- \$ \_\_\_\_\_ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

**VII. Vesting for Direct Employer Contributions**

**A. Vesting Schedule** (check one box)

- The account is 100% vested at all times.
- The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**B. The account will become 100% vested upon the death, disability, retirement\*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

\*Definition of retirement (check one box):

- Retirement as defined in the primary retirement plan of the Employer
- Separation from service
- Other A combination of age and years of service totaling 80 points.

**C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

**VIII. Forfeiture Provisions**

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

- Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).
- Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.
- Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.
- Revert to the Employer.

**IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan**

**A. A Participant is eligible to receive benefits:**

- At retirement only (also complete Section B.)  
Definition of retirement:
  - Same as Section VII.B.
  - Other A combination of age and years of service totaling 80 points.
  
- At separation from service with the following restrictions
  - No restrictions
  - Other \_\_\_\_\_
  
- At age \_\_\_\_\_ only
- At retirement and age \_\_\_\_\_ (also complete section B)  
Definition of retirement:
  - Same as Section VII.B.
  - Other \_\_\_\_\_
  
- At retirement or age \_\_\_\_\_  
Definition of retirement:
  - Same as Section VII.B.
  - Other \_\_\_\_\_
  
- Other, specified as follows (also complete Section B if applicable): \_\_\_\_\_

**B. Termination prior to general benefit eligibility: In the case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits: N/A**

- Immediately upon separation from service.
- At age \_\_\_\_\_ .

**C. A Participant that becomes totally and permanently disabled N/A**

- as defined by the Social Security Administration
- as defined by the Employer's primary retirement plan
- other \_\_\_\_\_

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

**D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**

## X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- All Medical Expenses eligible under IRC Section 213\* other than direct long-term care expenses, and including non-prescription medications allowed under IRS guidance.
- The following Medical Expenses (select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan):
  - Medical Insurance Premiums
  - Medical Out-of-Pocket Expenses\*
  - Medicare Part B Insurance Premiums
  - Medicare Part D Insurance Premiums
  - Medicare Supplemental Insurance Premiums
  - Prescription Drug Insurance Premiums
  - COBRA Insurance Premiums
  - Dental Insurance Premiums
  - Dental Out-of-Pocket Expenses\*
  - Vision Insurance Premiums
  - Vision Out-of-Pocket Expenses\*
  - Qualified Long-Term Care Insurance Premiums
  - Non-Prescription medications allowed under IRS guidance\*
  - Other qualifying medical expenses (describe)\*

\* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

## XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

### A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund\* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

*\* Please read the current Vantagepoint Mutual Funds prospectus carefully prior to investing. An investment in this fund is neither insured nor guaranteed and there can be no assurance that the Fund will be able to maintain a stable net asset value of \$1.00 per share. Vantagepoint Mutual Funds are distributed by ICMA-RC Services, LLC, a wholly-owned broker-dealer affiliate of ICMA Retirement Corporation. Member FINRA/SIPC.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

**B. No Surviving Spouse or Surviving Dependents**

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

**XII. The Plan will operate according to the following provisions:**

**A. Employer Responsibilities**

- 1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
- 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.

**B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

**C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to an third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

**D.** An eligible dependent is the Participant's lawful spouse and any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

**E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

**XIII. Employer Acknowledgements**

**A.** The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

**B.**  Check this box if you are including supporting documents that include plan provisions.

**EMPLOYER SIGNATURE**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

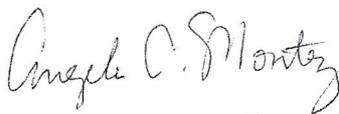
**Title:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Accepted: VANTAGEPOINT TRANSFER AGENTS, LLC



Assistant Secretary, ICMA-RC



# DECLARATION OF TRUST OF THE

DELHI CHARTER TOWNSHIP

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NAME OF EMPLOYER

# INTEGRAL PART TRUST

**DECLARATION OF TRUST OF THE  
NAME OF EMPLOYER  
INTEGRAL PART TRUST**

Declaration of Trust made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, \_\_\_\_\_ a \_\_\_\_\_  
(Name of Employer) (State) (Type of Entity)  
(hereinafter referred to as the "Employer") and \_\_\_\_\_ or its designee (hereinafter referred to as the "Trustee").  
(Name or Title of Trustee)

**RECITALS**

WHEREAS, the Employer is a political subdivision of the State of \_\_\_\_\_ exempt from  
(State)  
federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the

Declaration of Trust of the \_\_\_\_\_ Integral Part Trust (hereinafter referred to as the  
(Name of Employer)  
"Trust"), and agree that the following constitute the Declaration of Trust (hereinafter referred to as the "Declaration"):

## ARTICLE I

### Definitions

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) **“Account”** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
- (b) **“Administrator”** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
- (c) **“Beneficiary”** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant’s death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must, under the terms of the Plan, be returned to the Trust.
- (d) **“Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- (e) **“Dependent”** means an individual who is a person described in Code Section 152(a).
- (f) **“Investment Fund”** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (g) **“Nonforfeitable Interest”** means the interest of the Participant or the Participant’s Spouse and Dependent (whichever is applicable) in the percentage of Participant’s Employer’s contribution which has vested pursuant to the vesting schedule specified in the Employer’s Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant’s own contributions.
- (h) **“Spouse”** means the Participant’s lawful spouse as determined under the laws of the state in which the Participant has his primary place of residence.
- (i) **“Trust”** means the trust established by this Declaration.
- (j) **“Trustee”** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

## ARTICLE II

### Establishment of Trust

2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

## ARTICLE III

### Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of \_\_\_\_\_.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

## ARTICLE IV

### Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may provide benefits by cash payment. This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This trust may reimburse the Employer, or the Administrator for insurance premiums.

## ARTICLE V

### General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

## ARTICLE VI

### Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein) the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
  - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
  - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
  - (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever

situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.

- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.
- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

## ARTICLE VII

### Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.

- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

## ARTICLE VIII

### Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

## ARTICLE IX

### Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration

of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

## **ARTICLE X**

### **Accounting**

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

## **ARTICLE XI**

### **Miscellaneous Provisions**

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

## **ARTICLE XII**

### **Amendment and Termination**

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

## **ARTICLE XIII**

### **Successor Trustees**

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.

13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.

13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

## ARTICLE XIV

### Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

## ARTICLE XV

### Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

#### EMPLOYER:

By: \_\_\_\_\_ Title: \_\_\_\_\_

#### TRUSTEE(S):

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ADMINISTRATIVE SERVICES AGREEMENT**

**Type: VantageCare RHS**

**Account Number: 803105**

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the Delhi Charter Township ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Michigan with an office at 2074 Aurelius Road, Holt, Michigan 48842.

**RECITALS**

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

**AGREEMENTS**

1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed,

- income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
  - (d) communication to participants of information regarding their rights and elections under the Plan;
  - (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
  - (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participant ages, addresses, beneficiaries and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, dependent, or beneficiary that is furnished by such participant, dependent, or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

3. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

Employer represents and warrants to ICMA-RC that:

- (c) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under

this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (d) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.
- (e) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state/local requirements.
- (f) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.

ICMA-RC has procedures in place to safeguard the protected health information of RHS plan participants.

#### 4. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a former spouse, spouse or child pursuant to a medical child support order is appropriate.

#### 5. Compensation and Payment

- (a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.
  - (i) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of \$25,000 or more:

An annual asset fee of 0.30% (30 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

In addition to the annual asset fee, a \$25 annual account fee will be charged

quarterly to each Accountholder's account.

- (ii) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of less than \$25,000, or Employer who does not currently have a retirement plan with ICMA-RC:

An annual asset fee of 0.40% (40 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

When the average participant account balance of the Employer's §401 and §457 retirement plans with ICMA-RC totals \$25,000 or more (based on the balances in the Employer's retirement plans on the last day of the previous quarter), the pricing detailed in paragraph 5.a. shall apply beginning in the subsequent quarter.

In addition to the annual asset fee, a \$ 25 annual account fee will be charged quarterly to each Accountholder's account.

- (iii) Account administration fees are subject to change with appropriate prior notification.
- (b) Compensation for Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus.

#### 6. Custody

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

#### 7. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

8. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

9. Amendments and Adjustments

- (a) This Agreement may not be amended except by written instrument signed by the parties.
- (b) The parties agree that an adjustment to compensation or administrative and operational services under this Agreement may only be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

10. Notices

All notices required to be delivered under Section 9 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

11. Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

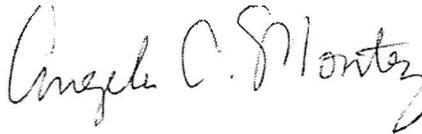
DELHI CHARTER TOWNSHIP

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

INTERNATIONAL CITY/COUNTY  
MANAGEMENT ASSOCIATION RETIREMENT  
CORPORATION



By \_\_\_\_\_

Angela C. Montez

Assistant Corporate Secretary

# Delhi Township Fire Department Monthly Report

October, 2009

## Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	166	N/A	166
Fire / Rescue	44	7	51
Total	210	7	217

Total calls for 2009: 1,851

**Mutual Aid this Month**  
Given            Received  
8                      4

**Training:** 704 Man Hours  
**Inspections:** 32 inspections

## Fire Department Revenue – October, 2009

	<b>EMS</b>	<b>FIRE</b>	<b>TOTAL</b>
<i>AMOUNT BILLED</i>	\$91,835	\$2,404.02	\$94,239.02
<i>AMOUNT RECEIVED</i>	\$36,399.18	\$233.35	\$36,632.53
<i>SENT TO COLLECTION</i>	\$13,153.06	\$214.69	\$13,367.75
<i>RCD FRM COLLECTION</i>	\$38.14	\$6.50	\$44.64

## Fire Department Revenue for 2009

	<b>EMS</b>	<b>FIRE</b>	<b>TOTAL</b>
<i>AMOUNT BILLED</i>	\$817,022	\$16,037.08	\$833,059.08
<i>AMOUNT RECEIVED</i>	\$471,845.25	\$9,728.23	\$481,573.48
<i>SENT TO COLLECTION</i>	\$90,560.02	\$5,529.96	\$96,089.98
<i>RCD FRM COLLECTION</i>	\$269.28	\$6.50	\$275.78

## Activities for August

<b>Activity</b>	<b>Staff Hours</b>	<b>Adults</b>	<b>Children</b>
Senior Citizen Prgms	3	50	-
CPR Classes	-	-	-
School Activities	11	56	629
Station Tours	16	142	379
Misc. Community Prg	10	180	20
Total	28	328	1028

COUNTY of INGHAM  
State of Michigan  
SHERIFF'S OFFICE



**Gene L. Wriggelsworth**  
Sheriff

Allan C. Spyke  
Undersheriff

630 North Cedar Street  
Mason, MI 48854  
(517) 676-2431  
FAX (517) 676-8299

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Delhi Township Board of Trustees  
**FROM:** Lt. Michael J. DeBruin  
**DATE:** November 12, 2009  
**RE:** October 2009 Monthly Report

**HIGHLIGHTED CASES & INCIDENTS:**

- 10-01-09 Dep. Grant investigated a Fraud complaint which occurred in the 4600 block of Weswilmar. The victim responded to an email soliciting funds for a permit needed for overseas. After the victim wired the funds she never heard from the other party. We are unable to prosecute due to the location of the suspect as well as a lack of identification of the suspect.
- 10-02-09 Dep. Shattuck investigated a Larceny From Auto which occurred in the 2100 block of Aurelius Rd. Suspect(s) entered the victim's vehicle and stole two toolboxes containing hand tools and electric powered hand tools. The vehicle was processed for evidence. This case is under investigation.
- 10-02-09 Dep. Shattuck investigated a Felonious Assault which occurred in the parking lot of Rocky's Bar & Grill. The victim had been struck by the suspect in the face. The suspect then chased the victim around the parking lot with his vehicle. The suspect has been identified and charges of Felonious Assault are being sought.
- 10-03-09 Dep. Khan investigated a Larceny of a wallet which occurred at Buddie's Bar & Grill located at 2040 N. Aurelius Rd. The victim was working as a dealer and had her wallet stolen. The suspect took the wallet and after removing cash and credit cards left it in the waste basket of the men's bathroom. The suspect has been identified and charges of Larceny are being sought.

- 10-03-09 Dep. Richards responded to a welfare check of a subject in the parking lot of the Kroger store located at 2495 N. Cedar St. Dep. Richards located the subject and he was found to be ok. During the investigation it was found that the subject was in possession of prescription Morphine without a prescription. The subject was arrested and lodged on a charge of Possession of Prescription Narcotics.
- 10-04-09 Dep. Khan responded to a Hit & Run accident in the 4400 block of Dell Rd. Shortly after initiating the investigation the driver and vehicle were located in the 4300 block of Dell Rd. The subsequent investigation revealed the driver to be intoxicated. The driver was arrested and lodged on a charge of Operating While Intoxicated 1<sup>st</sup> and Leaving The Scene of a Property Damage Accident.
- 10-09-09 Dep. Richards investigated a Retail Fraud complaint at the 7-11 store located at 1997 N. Aurelius Rd. A juvenile subject took some snack food and attempted to leave the store without paying for it. The subject was stopped by a store employee. The property was returned and the employee did not wish to prosecute. The juvenile subject was transported home and turned over to his parents.
- 10-09-09 Dep. Brower investigated a Home Invasion which took place in the 3900 block of Circle Dr. Suspects entered the victim's residence and took a flat screen TV, a DVD player and a game console. Suspects have been identified. This case is under investigation.
- 10-10-09 Dep. Treat investigated a Felonious Assault which occurred in the 2300 block of Rolling Ridge. The victim was physically assaulted by the suspect then the suspect pointed a rifle at the victim. The suspect was arrested and lodged on a charge of Felonious Assault.
- 10-11-09 Dep. Brower investigated a series of Larcenies which occurred at Kitsmiller RV located at 1200 N. Cedar St. Suspect(s) entered five recreational vehicles and stole a total of nine flat screen televisions. Suspect(s) entered the RVs by breaking the glass out of the entry doors. The scene was processed for evidence. This case is under investigation.
- 10-13-09 Dep. Delaney investigated an attempt Breaking & Entering at Holt Pro Cycle located at 2417 N. Cedar St. Suspects damaged two locks however were unable to gain entry to the business. This case is under investigation.
- 10-15-09 Dep. Huhn responded to a Breaking & Entering complaint at 3410 Belle Chase Way. It was found that three businesses were broken into; TMN Properties, Med Assurant Inc. and Michigan Assoc. of Computer Users in Lansing. The cleaning company employee discovered the doors open to the above businesses. The locks had been broken. The suspect took two laptop computers and an MP3 player from Med Assurant. No property was taken from the other two businesses. The suspect was identified and located at the Lansing City Jail. The suspect was interviewed and charges are being sought for three counts of Breaking & Entering.

- 10-20-09 Dep. Khan investigated a Larceny From Auto which occurred in the 3700 block of Butte Drive. Suspect(s) entered the victim's unlocked vehicle and took a GPS unit. This case is under investigation.
- 10-21-09 Dep. Khan investigated a Larceny From Auto which occurred in the 2000 block of Cedar St. Suspect(s) entered the victim's unlocked vehicle and took an MP3 player. This case is under investigation.
- 10-26-09 Dep. Delaney stopped a vehicle for a Red Light violation that occurred at Aurelius and Holt. The subsequent investigation revealed the driver to be in possession of a controlled substance without a prescription. This case was turned over to Tri-County Metro Narcotics Squad.
- 10-26-09 Dep. Khan investigated a Home Invasion which occurred in the 1500 block of Aurelius. The victim's ex-boyfriend entered the residence and took two cell phones and the daughter they have in common. The daughter was located at the residence of a friend of the victim's. The suspect is still at large and charges of Home Invasion and Abduction are being sought.
- 10-28-09 Dep. Treat investigated a Breaking & Entering at Bigby's Coffee located at 2006 N. Cedar St. Suspect(s) entered the business by smashing the glass front door. Taken was cash from the cash register. The cash register was damaged during the incident. Suspects have been identified and charges will be sought.
- 10-28-09 Dep. Richards investigated a Larceny From Auto in the 4300 block of Dell Rd. Suspect(s) smashed the driver's side window and ransacked the vehicle's interior. Nothing was taken. This case is under investigation.
- 10-30-09 Dep. A. Harrison investigated a Breaking & Entering of a shed in the 1500 block of Grovenburg. Suspect(s) broke the lock securing the shed doors and stole two full cans of gasoline totaling 12 gallons of fuel. This case is under investigation.

**STATISTICS:**

In October 2009, deputies took 617 written/blotter complaints. They made 144 arrests (of which 107 were self initiated). Deputies issued 213 citations. Deputies conducted 352 business/property checks, made 62 liquor inspections and spent 181 hours in Community Policing. Deputies participated in 176 hours of training.

COUNTY of INGHAM  
State of Michigan  
SHERIFF'S OFFICE



**Gene L. Wriggelsworth**  
Sheriff

Allan C. Spyke  
Undersheriff

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FAX (517) 676-8299

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Sgt. Patrick  
**FROM:** Dep. Brad Delaney  
**DATE:** November 6, 2009  
**RE:** October Business Officer Monthly Report

Total Complaints:	55
Misdemeanor Arrests:	2
Traffic Stops:	14
Citations Issued:	4
Property / Business Checks:	49
Community Policing Hours:	24.8
Liquor Inspections:	2
School Contacts:	3

**Community Policing Highlights:**

On 10-21-09 I attended the first annual Holt Business Expo hosted by the DDA. The event was held at Holt High School and over 50 businesses were in attendance showing their products and services. I was able to network with several new businesses and meet many people. I provided a booth with business safety information as well as other crime prevention material.

On 10-15-09 I attended the Holt Dimondale School Business Alliance meeting at Charlar Place. My attendance at these meetings is beneficial to keep open lines of communication with the area business owners and citizens.

**Other Highlights:**

On 10-19-09 I interviewed a suspect in several breaking and entering complaints. The suspect was located with stolen property in his vehicle. The suspect refused to answer my questions. A warrant will be sought for Breaking and Entering.

I also interviewed a different suspect on other breaking and entering cases. The suspect is currently in Jail in Clinton County. The suspect was cooperative and gave information on several other suspects although denied any involvement in B&E's that occurred in Delhi Township.

On 10-26-09 I made a traffic stop on a vehicle after I witnessed a narcotic transaction. The suspect was searched and 6 prescription pills were located within her purse. The suspect did not have a prescription for the pills and admitted to purchasing them illegally. The suspect has been cooperative and has since been turned over to the Tri-County Metro Narcotics squad to become an informant.

On 10-27-09 during our monthly dive team training we were dispatched to an emergency call out. Two subjects had flipped their canoe and had not made it to shore. The dive team was on scene within 10 minutes of being called and the first victim was located submerged in the water just over an hour after receiving the 911 call. The dive team reassembled the next day and a secondary search for the other victim took place. The second victim was located and removed from the water. Unfortunately both victims lost their lives.

Respectfully submitted,

Dep. Brad Delaney

**COUNTY of INGHAM**  
**State of Michigan**  
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Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Sergeant Patrick  
**FROM:** Deputy Annie Harrison #5371  
**DATE:** November 5, 2009  
**RE:** October Monthly

**MONTHLY STATISTICS**

Arrests:	2 Felony, 1 misdemeanor
Traffic Stops:	25
Citations issued:	9
Community Policing Hours:	29.1
Complaints Taken:	30
Business / Area / Property Checks:	12
Liquor Inspections / Checks:	1
School Contacts:	9
Neighborhood watch meetings:	5

**COMMUNITY POLICING HIGHLIGHTS**

I had five days of vacation during the month of October.

Along with several other deputies I directed traffic during the Holt Homecoming Parade.

I will be coordinating this year's program to partner with the Holt High School Mentorship Program. For this semester, four high school students interested in law enforcement as a career, will be completing ride-alongs with delhi deputies. This excellent program will give the students first hand exposure to law enforcement which will greatly assist them in making college and career decisions.

I have continued to receive complaints about traffic before and after school, especially near Sycamore Elementary and the Junior High School. School officials are complaining of adults careless driving on school property when picking up and dropping off their children. In addition, neighbors living on the Tree Streets have complained of speeding motorists in the residential zones coming and going from the schools. I have increased patrols after school in order to offer a police presence. I have began conducting stationary radar on Sycamore Street and have issued several citations for speed violations. I have been approached by residents thanking me for conducting traffic stops and enforcing speed in their neighborhoods. I have also increased patrols to evening and after school activities..

As part of the campaign to increase school safety, the Delhi Community Police Officers formulated School Safety Tips which were presented to the Superintendent.

Delhi Community Policing received a request to assist with the Potter Park “Boo at the Zoo.” I attended the Halloween special event along with two explorers. The explorers took turns dressing as McGruff the Crime Dog. The event was truly enjoyed by Ingham County residents and was an opportunity for the Sheriff’s Office to increase community relations.

I received a complaint of a juvenile runaway. The runaway was later located and returned home by Deputy Khan.

As October comes to a close, Halloween is always a perfect opportunity to increase our partnership with neighborhoods and educate them on Halloween Safety. The Community Police Officers prepared and distributed Halloween Safety literature to the schools and neighborhood watch groups.

### **OTHER HIGHLIGHTS**

I responded to assist Animal Control with an animal complaint. Two dogs attacked and killed another dog in the neighborhood. No humans were injured and the dogs were contained by their owner.

I received a criminal sexual conduct investigation involving a minor victim. I conducted the forensic interview of the victim at the Angel House. This case has been turned over to the Detective Bureau for further investigation.

I responded to a harassing telephone complaint. The victim reported she was being harassed by her ex-boyfriend. I provided the victim with personal protection order information and discussed a safety plan. I contacted the suspect and advised him of the stalking laws.

Last month I responded to the Rite Aid Pharmacy for a report of a fraudulent prescription. Deputy Mary Brower was able to obtain suspect information from another department with similar cases. I conducted a photo line-up using that suspect. The photo line-up was presented to a Rite Aid employee who subsequently identified the suspect. The suspect also appeared to visually match the surveillance footage. I am now seeking a warrant for the identified suspect.

I responded to a Domestic Assault and Battery. After interviewing the involved parties I also interviewed their 6 year old daughter. The daughter disclosed she had also been injured during the dispute. As a result of my investigation, the suspect was arrested for Domestic Assault, Telephone Tampering and Child Abuse. Pending prosecution.



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Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Sergeant Patrick  
**FROM:** Deputy Mary Brower #5353  
**DATE:** Monday, November 02, 2009  
**RE:** October Monthly

**MONTHLY STATISTICS**

Arrests:	1
Traffic Stops:	23
Citations:	8
Community Policing Hours:	26
Complaints:	25
Business / Area / Property Checks:	23
Liquor Inspections / Checks:	2
School Contacts:	2
Neighborhood Watch Meetings:	1

**COMMUNITY POLICING ACTIVITY:**

During the month of October I had my second Neighborhood Watch Meeting with the participants at Windmill. Although the turn out was slim we still discussed a couple of issues pertaining to Halloween and the coming winter months. The Neighborhood Watch participants agreed that they would all give extra time patrolling the park on Devils Night and Halloween. A member also brought up an idea of checking in on the elderly shut ins through out the winter months.

On October 23, 2 Cub Scout groups came into the Delhi Office for a tour. Approximately 15 Cub Scouts in all not only got a tour of the office but also got a tour of the patrol vehicle, fingerprint cards and Halloween safety tips.

I along with other Delhi Deputies provided traffic control for the Holt High School Homecoming Parade route.

I also provided assistance to 2 individuals that had questions and concerns about their neighbors. Both individuals wanted some guidance in dealing with their problem. One subject had a question about trespassing and what he could do to keep his neighbor off his property. The caller also expressed his concern about the neighbor allowing hunter's to come onto his property. After speaking with the caller I made contact with the other half, and advised him to stay off his neighbor's property and not allow individuals using his land for hunting to wander onto the neighbors land.

During the month this office had received calls about a van driving slow through the English Meadows and Glenmore Manor subdivisions. As a result, I conducted concentrated patrols throughout my assigned patrol area. These areas included, but were not limited to, Moorewood Farms subdivision, Glenmore Manor subdivision, English Meadows subdivision, Meadowview subdivision, Grovenburg Woods subdivision. Information pertaining to the van was passed onto day and night shift Deputies.

#### **OTHER HIGHLIGHTS:**

During the month I took 25 written complaints, I also conducted follow-up on (2) Home Invasion cases, and a Fraud case from previous months.

Near the beginning of the month I responded to Windmill Trailer Park for a death investigation. A 59 year old resident was found unresponsive by a neighbor. It was determined the subject died of natural causes. The individual lived alone in the home, his care-taker's advised that subject's daughter lived out of state but they did not know where or what her name was. A search via the internet resulted in a name and phone number of the subject's ex-wife in Tennessee. After contacting the ex-wife I was able to obtain a telephone number for the subject's daughter.

I responded to an address on Circle Drive for a home invasion report. The victim reported that an individual came into his home and took his television set, and video gaming system. The victim believed that the suspect was an acquaintance of his. The report has been closed due to the lack of suspects.

A customer looking at RV's at Kitsmiller reported that one or more of the RV's appeared to have been broken into. I found a total of (5) RV's that had broken doors and the TV's removed. An attempt was made to locate fingerprint evidence. Michigan State Police Task Force was contacted and the report was turned over to the detective bureau.

Near the middle of the month dispatch received a call about a vehicle in the area of Depot and Delhi NE that was weaving, hitting curbs. While sitting stationary in the area, the suspect vehicle passed by my location. The vehicle was stopped and the driver was found to be under the influence of alcohol. The driver was subsequently arrested for Driving under the Influence of Alcohol.

I responded to Holt High School 9<sup>th</sup> grade campus for a drug investigation. The school Principal found a small amount of suspected marijuana on a student. The student was subsequently suspended from school for the infraction. The student would not provide the name of the person that he/she had gotten the drugs from. As a result of the investigation I am seeking possession of Marijuana charges against the juvenile.

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**TO:** Sgt. D. Patrick  
**FROM:** Dep. P. Richards  
**DATE:** 11/09/09  
**RE:** October monthly

**MONTHLY STATISTICS:**

Comm. Policing	(18)
Traffic stops	(10)
Citations issued	(02)
Arrests	(03)MSD; (02)FLNY
Complaints taken	(22)
Property checks	(0)
Neighborhood Watch meetings	(2)

**COMMUNITY POLICING:**

I had a meeting with the coordinators of the Cedar Heights subdivision. The meeting consisted of discussing vehicles parking on sidewalks, children walking in the street, and possible drug houses in the area. I advised that I have already spoken to several parents on this issue I advised them that they should tell their children to walk on the new sidewalks and not the street. I told them that the construction is now finished and that the sidewalks can be used. I also advised the coordinators that I have spoken to the code enforcement officer for Delhi Township on the issue of parking on the sidewalks. He advised that he would be sending out a letter over the next couple of weeks to inform the residents of the subdivision that they the repairs/construction is now complete for the subdivision and that they could be issued a citation for blocking/parking on the sidewalks. I also received information about several houses in the

neighborhood that may be participating in illegal drug activity. I advised that I have taken the information and have forwarded it to our Narcotics Division. The coordinators advised that they would relay any additional information to me.

I held the first informational neighborhood watch meeting at Woodland Lakes Estates. This was the first open meeting with the tenants of the apartment complex. I had over twenty people attend this meeting. The information was well received. A list of names for captains and watch participants is being created by the coordinator (manager of the complex). We discussed many topics during the meeting; securing loose items in their vehicles (either taking the items out of their vehicles or placing them out of sight in the trunk), either locking up their bicycles or bringing them inside their apartment, keeping their apartments locked, and calling 911 if they see suspicious activity. We discussed keeping track of burnt out lights and advising the management. A follow-up meeting is being planned for either late November or early December. I am currently working on having Santa and the Elves participate at their complex in December.

I participated in the Business Alliance Mentors program. It was held at the Holt High School. I along with area business-owners, legal and/or medical professionals, etc... spoke to many students on their future vocations. I spoke on issues of maintaining good grades and speaking to their school counselors on acquiring scholarship/grant money to help pay for school. Many students participated in this program. An informative exchange of information for all of those that attended this meeting was noted by the participants.

I have patrolled many subdivisions in my district this month. Many streets and businesses were checked during this month. I made several traffic stops and issued several citations for various citations. I also had five arrests; three misdemeanors and two felonies.

### **OTHER HIGHLIGHTS:**

I received an anonymous tip on another deputy's case involving a larceny of a bicycle from the Holt Jr. High School. I spoke to several witnesses. I traced the stolen bicycle to a home in Lansing. I located the bicycle from the person who had purchased it from the suspect. The bicycle was then returned to its owner. The suspect was not located. I have turned over all information to the original investigating officer.

I also investigated an accident involving a vehicle and two young pedestrians near Elliot elementary school. Two young students were crossing the road not at the intersection. A vehicle was in the roadway at the time they attempted to cross. The two students were struck by the vehicle. The vehicle was driving a slow speed. The victims were taken to Sparrow hosp. placed in stable condition with minor injuries. The students failed to yield to traffic before crossing. No citations were issued.

I also investigated an assault and battery at Holt High School between two female students. The victim suffered minor injuries. I spoke to all parties involved in this case. Prosecution is being sought against the suspect.

**DELHI CHARTER TOWNSHIP**  
**Department of Community Development**  
**October 2009 Activity Report**

**New Permits:**

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits</u>	<u>Total Inspections</u>
Building	8	94	143
Electrical	5	10	32
Mechanical	7	23	43
Plumbing	3	9	31
Fire Inspections	N/A	N/A	31
<b>Totals</b>	<b>23</b>	<b>136</b>	<b>280</b>

**Soil Erosion Permits & APA Projects:**

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits/New Projects</u>	<u>Total Inspections</u>
Soil Erosion	5	6	67
Soil Erosion Waivers	0	0	0
APA Projects	1	1	28
<b>Totals</b>	<b>6</b>	<b>7</b>	<b>95</b>

**New Code Enforcement Cases:**

<u>Category</u>	<u>DDA Area Cases</u>	<u>Total Cases</u>
Building Maintenance	1	1
Fence Violation	0	0
Junk & Debris	2	8
Junk Vehicles	2	6
Miscellaneous	3	8
Noxious Weeds	0	1
Sidewalk Snow	0	0
Sign	0	1
Site Plan	0	0
Yard Parking	0	4
Improper Zoning Use	1	2
<b>Totals</b>	<b>9</b>	<b>31</b>
<b>Total # of Inspections</b>	<b>69</b>	

**Rental Program Information:**

Number of New Registered Rental Properties	3
Number of Rental Reinspections	9
Number of Rental Investigations	0
Number of Rental Cycle Inspections	58

**Civil Infraction/Abatement Information:**

<b>Abatement/Clean-ups</b>	<b>35</b>
<i>Abatement/Clean-up Fees Issued (Year to Date)</i>	<b>\$22,813.37</b>
<b>Civil Infractions Issued</b>	<b>1</b>
<i>Civil Infraction Fines Issued (Year to Date)</i>	<b>\$3,300.00</b>

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

# of

DDA? Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
<b>COMMERCIAL MISCELLANEOUS</b>							
PB09-394	4293 FIVE OAKS	MANAGED MONEY CONCEPTS LL	FOOTING FOR TIERING WALL	\$8,000	\$50.00	Y	
				\$8,000	\$50.00		1
<b>DEMOLITION</b>							
PB09-415	2796 MEMORY LANE	WYMAN, JEFFREY E	DEMOLITION OF GARAGE	\$0	\$50.00		
PB09-446	2529 KATE STREET	E.T. MACKENZIE CO	DEMOLITION OF FIRE DAMAGED HOUSE	\$0	\$50.00	Y	
				\$0	\$100.00		2
<b>FENCE</b>							
PB09-418	1923 AURELIUS ROAD	WEBB, LAURA A	INSTALL 5 FT FENCE FROM HOUSE TO GARAGE.	\$0	\$0.00		
				\$0	\$0.00		1
<b>RESIDENTIAL ADDITION</b>							
PB09-401	2740 DELLRIDGE	HAECK, JAMES H & CARMEN J - T	12' x 24' SUNROOM ADDITION	\$14,400	\$90.00		
PB09-417	4890 NICHOLS ROAD	ZOOK, JAMES E & CAROL J	1392 SQ FT REMODEL TO EXISTING AREA AND 1386 SQ FT ADDITION	\$194,282	\$1,170.00		
				\$208,682	\$1,260.00		2
<b>RESIDENTIAL ALTERATION</b>							
PB09-433	1896 DEAN AVENUE	WEST MICHIGAN GLASS BLOCK I	EGRESS WINDOW IN BASEMENT	\$4,000	\$50.00		
PB09-448	2121 ADELPHA AVENUE B	BEARD, RICHARD A	MOVE PARTITIONS, CHANGE DOORS, MOVE CABINETS AND ADD A NEW SHOWER.	\$8,000	\$50.00		
				\$12,000	\$100.00		2
<b>RESIDENTIAL DWELLING/GARAGE</b>							
PB09-445	3610 FERNWOOD LANE	C.V.E. LLC	CONSTRUCT NEW SINGLE FAMILY HOME	\$145,712	\$876.00	Y	

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

# of

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
PB09-444	3653 FERNWOOD LANE	C.V.E. LLC	CONSTRUCT NEW SINGLE FAMILY HOME	\$145,712	\$876.00	Y	
				\$291,424	\$1,752.00		2
<b>RESIDENTIAL MISCELLANEOUS</b>							
PB09-368	2463 SANIBEL HOLLOW	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-367	5560 SADDLEWOOD	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-366	5531 POCASSET WAY	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-365	2176 GUNN ROAD	JAYNES BUILDERS	TEAR OFF AND RE-ROOF WHOLE HOUSE AND CHANGE FLAT ROOF ON TOP OF BACK TO 4-12 PITCH HIP ROOF (20 X 20)	\$9,590	\$60.00		
PB09-363	2324 WASHINGTON ROAD	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-378	5661 AMBLER STREET	ONE CALL RESTORATION INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-376	5761 AMBLER STREET	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	N	
PB09-375	2124 ASPENWOOD DRIVE	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-374	2411 HOUGHTON HOLLOW	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	N	
PB09-373	2109 MOORWOOD DRIVE	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-372	2113 GUNN ROAD	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-371	2386 ANCHOR COURT	AXTION BUILDERS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-370	2378 ANCHOR COURT	ANTION BUILDERS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-384	1821 PERSIMMON PATH	BALL'S GUTTER HELMET OF MID	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

# of

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
PB09-383	2378 ROLLING RIDGE	PALMER CONSTRUCTION SERVIC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-382	2387 ROLLING RIDGE	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-381	2354 ROLLING RIDGE	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-380	5651 AMBLER STREET	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-379	5671 AMBLER STREET	REGIONAL ROOFING SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-386	2201 CEDAR BEND	WESTRIDGE HOMES	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-385	2112 ASPENWOOD DRIVE	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-389	2196 BEECHNUT TRAIL	KATZ ROOFING & SIDING INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-388	2399 HOUGHTON HOLLOW	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	N	
PB09-387	1880 HOLLOWBROOK	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-392	5720 AMBLER STREET	HANSON'S WINDOW AND CONST	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-391	2291 CHISHOLM COURT	BALL'S GUTTER HELMET OF MID	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-390	5700 LOCH WOODE COURT	ROBERTSON, SHAD P & ANGELA	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-393	2320 LOCH WOODE COURT	CENTURY CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-397	2346 ROLLING RIDGE	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-396	2296 CHISHOLM COURT	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

# of

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
PB09-395	2393 ROLLING RIDGE	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-400	2298 ANCHOR COURT	JORDAN ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-399	2355 CHISHOLM COURT	RELIABLE CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-398	6135 HOLT ROAD	CASTANEDA, JOHN & KAREN AN	TEAR OFF AND RE-ROOF	\$7,000	\$50.00		
PB09-403	2638 FRANK STREET	SERVICE WORLD	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-402	5810 CALETA DRIVE	BRUNETTE EXTERIORS INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-405	2376 AURELIUS ROAD	PICKETT, D'ADRIEWNE T.	TEAR OFF AND RE-ROOF	\$6,000	\$50.00	Y	
PB09-404	2291 MOORWOOD DRIVE	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-411	4720 RICHARD STREET	MERRELL ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-410	4390 WILLOUGHBY	MERRELL ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	
PB09-409	1747 KILLARNEY	MERRELL ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-408	2339 ANCHOR COURT	MERRELL ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-407	2204 BEECHNUT TRAIL	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-406	2550 DELLRIDGE	AMERICAN REMODELING BUILDI	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-414	1980 HOLLOWBROOK	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-413	2188 BEECHNUT TRAIL	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

# of

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
PB09-412	2171 CEDAR BEND	GARN RESTORATION SERVICES IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-419	2530 HORSTMAYER ROAD	BRUNETT ROOFING & SIDING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-416	2290 ROLLING RIDGE	RAVEN ENTERPRISES	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-427	4666 SYCAMORE STREET	SIELOFF, GERALD L & SUSAN M	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-426	5670 LOCH WOODE COURT	PUMFERY, JASON JOHN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-425	2198 CEDAR STREET	FIRST CONTRACTING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	
PB09-424	1955 HOLLOWBROOK	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-423	2261 LOCH WOODE COURT	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-422	5830 HOLT ROAD	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-421	2367 ROLLING RIDGE	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-420	2362 ROLLING RIDGE	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-432	1444 WAVERLY ROAD	KNOY, THOMAS CHOCKY	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-431	1810 MEADOW DRIVE	SUPERIOR SERVICES RSH INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-430	4669 SYCAMORE STREET	BARNHART & SONS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-429	2188 ASPENWOOD DRIVE	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-428	1844 HOLLOWBROOK	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

# of

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
PB09-438	2134 CEDAR BEND	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-437	2320 BUSH HILL	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$100.00		
PB09-436	5665 LOCH WOODE COURT	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-435	2451 ANCHOR COURT	RELIABLE CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-434	2170 MOORWOOD DRIVE	HATCHETT, WILLIAM ROBERT	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-443	5631 AMBLER STREET	KRUGER ROOFING & CONST	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-442	2466 HOUGHTON HOLLOW	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-441	2437 HOUGHTON HOLLOW	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-440	5900 HORSTMAYER ROAD	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-439	2288 CHISHOLM COURT	GRAY, DENNIS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-454	2511 SANIBEL HOLLOW	RANDALL ROOFING & SIDING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-453	2266 MOORWOOD DRIVE	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-452	2346 ANCHOR COURT	CENTURY CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-451	5545 POCASSET WAY	CENTURY CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-450	2215 CEDAR BEND	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB09-449	1628 HOLBROOK	MOREFIELD CONSTRUCTION	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	

**DELHI CHARTER TOWNSHIP**  
**Building Permit Details**

DDA? Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits
PB09-447	4045 DELL ROAD	AXTION BUILDERS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
				\$630,590	\$4,010.00		79
<b>RESIDENTIAL STORAGE/GARAGE</b>							
PB09-364	4653 WILCOX ROAD	MACDONALD BUILDERS	BUILDING 28'X36' DETACHED GARAGE	\$2,000	\$120.00		
PB09-369	4893 WILLOUGHBY	SCOFIELD, MELISSA	REMOVE EXISTING CARRIAGE HOUSE AND REPLACE WITH 24' X 36' POLEBARN	\$15,552	\$96.00		
PB09-377	5970 NICHOLS ROAD	RISNER BUILDING AND EXCAVAT	40' X 48' POLE BARN	\$34,560	\$210.00		
				\$52,112	\$426.00		3
<b>SIGN</b>							
PS09-020	2237 AURELIUS ROAD	ELEMENT SIGNS	INSTALLING 26'.25" WALL NON-ILLUMINATED SIGN	\$0	\$77.00		
				\$0	\$77.00		1
<b>SIGN - BUSINESS EVENT</b>							
PS09-019	2237 AURELIUS ROAD	BRENNER CONSTRUCTION LLC	GRAND OPENING SIGN	\$0	\$0.00		
				\$0	\$0.00		1
<b>Totals:</b>				<b>\$1,202,808</b>	<b>\$7,775.00</b>		<b>94</b>

## SUMMARY OF CONSTRUCTION VALUES

Year	2003		2004		2005		2006		2007		2008	
Type	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value						
Commercial Addition, Alteration & Commercial Misc	35	\$ 2,940,575.00	36	\$ 2,780,266.00	21	\$ 2,834,122.00	32	\$ 1,895,384.00	49	\$ 9,353,080.00	30	\$ 2,830,791.00
Commercial New Structures	10	\$ 2,286,797.00	12	\$ 6,193,397.00	4	\$ 599,072.00	6	\$ 5,665,672.00	6	\$ 2,230,506.00	1	\$ 875,903.00
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	227	\$ 585,643.00	243	\$ 744,334.33	260	\$ 1,221,543.00	249	\$ 681,722.00	255	\$ 834,376.00	165	\$ 1,118,676.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	243	\$ 27,363,270.00	280	\$ 29,204,352.00	214	\$ 33,037,054.00	122	\$ 20,311,984.00	58	\$ 8,856,775.00	27	\$ 5,189,435.00
Residential Addition, Residential Alteration	90	\$ 1,273,065.00	96	\$ 1,127,953.00	70	\$ 1,274,922.00	70	\$ 1,510,922.00	47	\$ 972,435.00	51	\$ 1,013,207.00
Residential Multiple Family	25	\$ 16,702,269.00	2	\$ 123,540.00	9	\$ 8,556,012.00	3	\$ 2,738,265.00	6	\$ 7,621,380.00	0	\$ -

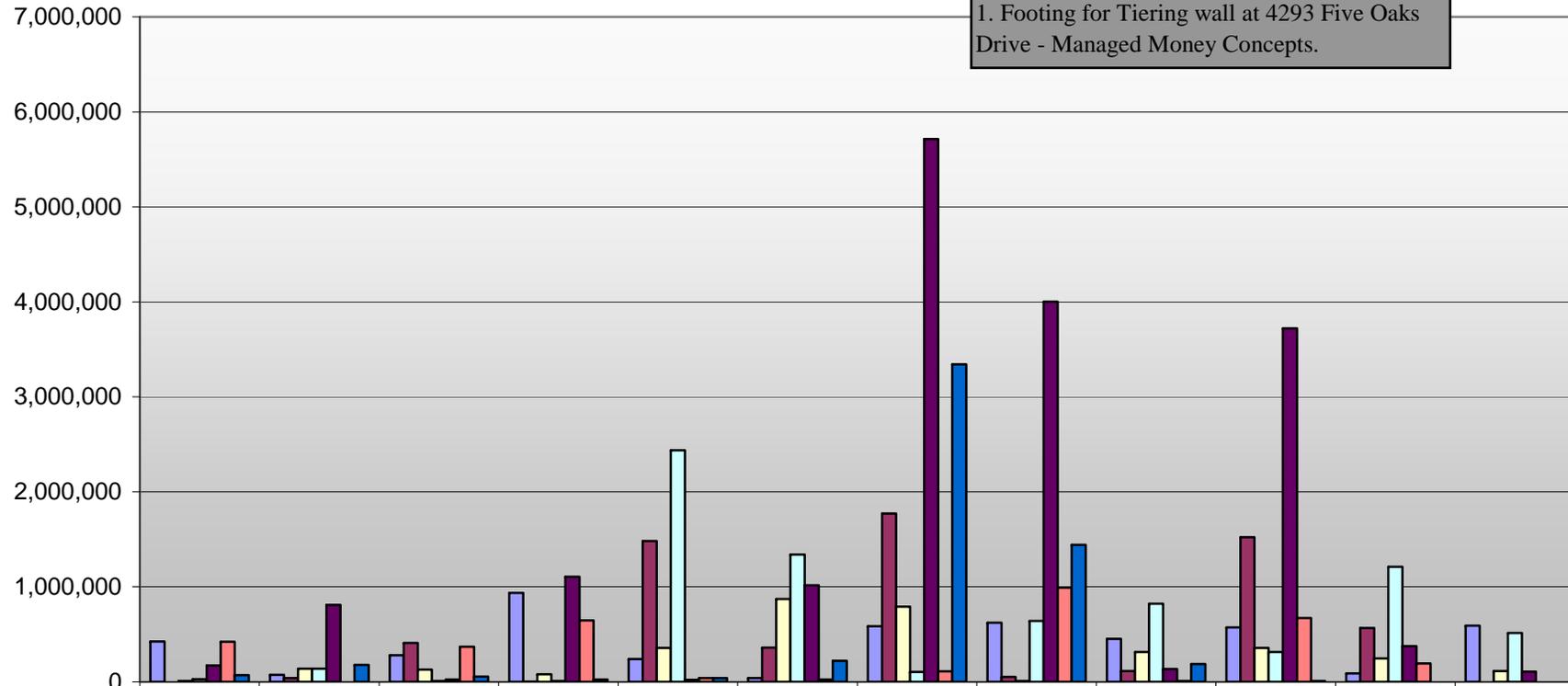
**2009 Year to Date Construction Values:**

<b>Commercial / Industrial:</b>	\$ 5,575,762.00
<b>Residential:</b>	\$ 6,257,673.00
<b>Total Single Family Homes:</b>	19

## Commercial/Industrial Building Permits

### October 2009 Activity Includes:

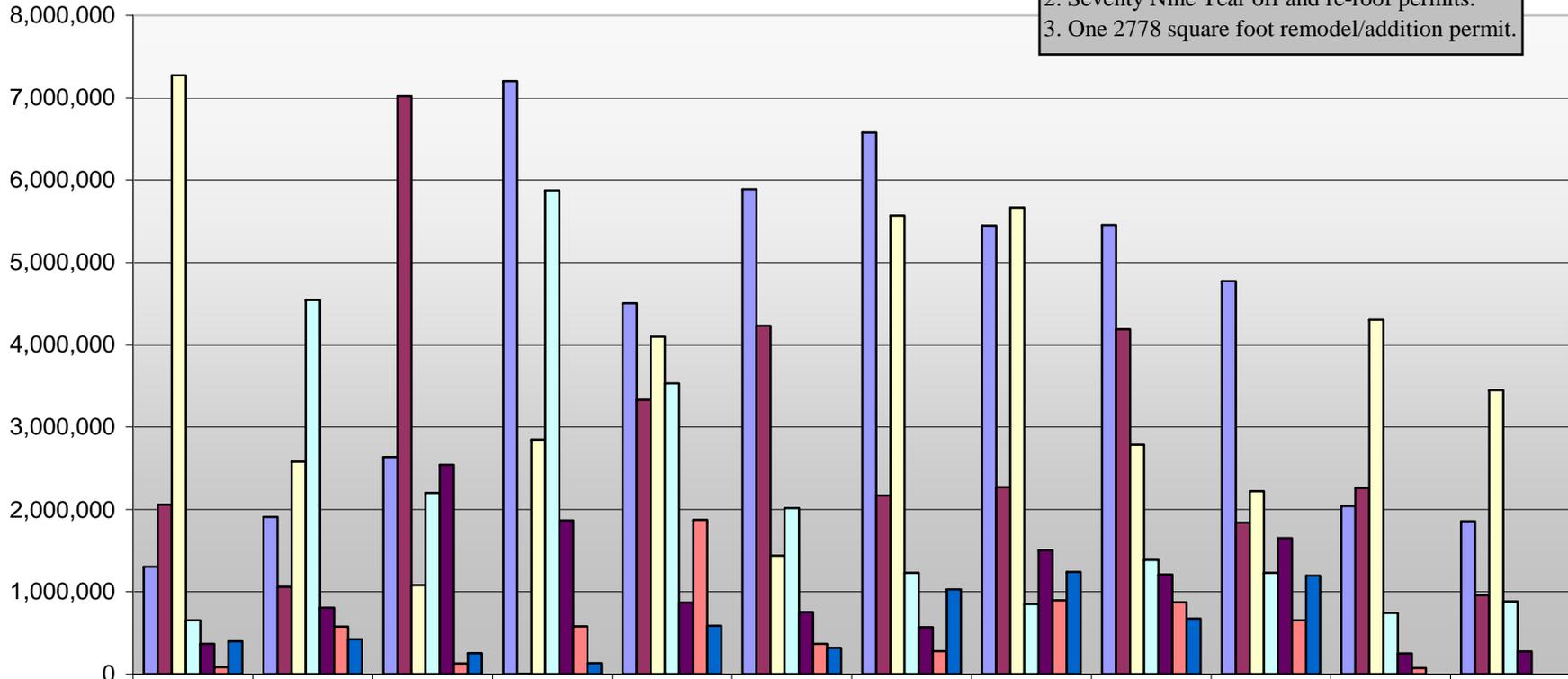
1. Footing for Tiering wall at 4293 Five Oaks Drive - Managed Money Concepts.



	January	February	March	April	May	June	July	August	September	October	November	December
2003	425,040	72,962	279,550	935,214	240,500	40,350	584,439	621,851	454,370	574,016	89,400	590,100
2004	0	40,000	409,002	4,000	1,480,444	359,950	1,773,063	52,425	115,160	1,522,191	566,020	1,000
2005	7,760	140,049	129,496	81,459	358,820	871,298	791,555	8,000	312,938	358,465	247,127	114,525
2006	27,000	138,900	9,000	9,540	2,438,077	1,341,443	106,100	641,986	821,772	313,363	1,209,475	513,940
2007	172,221	808,786	25,206	1,105,534	20,293	1,016,148	5,714,648	4,000,820	134,031	3,722,518	376,371	108,000
2008	421,042	0	370,000	647,000	41,000	25,000	110,000	990,923	9,500	670,442	195,000	0
2009	72,000	178,233	54,600	25,000	41,440	222,525	3,343,047	1,443,417	187,500	8,000		

## Residential Building Permits

**October 2009 Activity Includes:**  
 1. Two new single family home permits.  
 2. Seventy Nine Tear off and re-roof permits.  
 3. One 2778 square foot remodel/addition permit.



	January	February	March	April	May	June	July	August	September	October	November	December
2003	1,303,222	1,907,265	2,634,726	7,202,298	4,506,568	5,890,225	6,577,503	5,449,464	5,455,775	4,772,708	2,040,811	1,856,139
2004	2,057,874	1,061,075	7,018,665	2,409	3,332,125	4,230,009	2,171,175	2,269,297	4,189,316	1,838,373	2,261,219	958,547
2005	7,272,620	2,580,999	1,080,570	2,848,833	4,100,194	1,438,787	5,569,135	5,666,330	2,785,505	2,223,344	4,305,671	3,448,286
2006	653,107	4,544,462	2,200,224	5,876,530	3,533,055	2,016,011	1,231,992	852,573	1,387,170	1,230,662	745,550	881,456
2007	366,901	807,589	2,542,647	1,865,777	870,683	755,569	571,666	1,504,157	1,209,407	1,651,929	251,475	274,952
2008	84,176	576,220	127,628	579,796	1,872,379	368,071	279,260	896,898	873,804	652,707	73,000	0
2009	401,319	425,655	252,651	130,696	589,254	319,608	1,028,683	1,240,799	674,200	1,194,808		

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 17, 2009**

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The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, November 17, 2009 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Goodrich called the meeting to order at 7:32 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Members Present: Supervisor Stuart Goodrich, Treasurer Harry Ammon, Clerk Evan Hope, Trustees Derek Bajema, John Hayhoe, Jerry Ketchum, Roy Sweet

Members Absent: None

Others Present: John Elsinga, Township Manager  
Al McFadyen, DDA Executive Director  
Marian Frane, Director of Accounting  
Rick Royston, Fire Chief  
Sandra Diorka, Director of Public Services  
Tracy Carney-Miller, Director of Community Development  
John Parker, Parks Superintendent  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC** - None

Charles Grinnell, Manager, Holt Farmers' Market and Marcy Bishop Kates, Michigan's AmeriCorps Program Officer, Michigan Community Service Commission, presented Judy Tuttle with the President's Volunteer Service Award. This award recognizes individuals, families and groups that have achieved a certain standard, measured by the number of hours of service over a 12-month period or cumulative hours earned over the course of a lifetime.

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of November 4, 2009
- B. Approval of Minutes – Regular Meeting of November 4, 2009
- C. Approval of Claims – November 3, 2009 (ATTACHMENT I)
- D. Approval of Payroll – November 12, 2009 (ATTACHMENT II)
- E. Appointment to the Capital Area Transit Authority – Douglas Lecato (ATTACHMENT III)
- F. Proposed Schedule of 2010 Township Board Meetings (ATTACHMENT IV)
- G. Proposed 2010 Township Holiday Schedule (ATTACHMENT V)

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 17, 2009**

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H. Resolution No. 2009-039 – Set Public Hearing on the Application for Industrial Facilities Exemption Certificate – Fibertec, Inc. (ATTACHMENT VI)

**AMMON MOVED TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED.**

A Roll Call Vote was recorded as follows:

Ayes: Goodrich, Hayhoe, Hope, Ketchum, Sweet, Ammon, Bajema

**MOTION CARRIED**

**NEW BUSINESS**

**BLUE CROSS BLUE SHIELD HIGH DEDUCTIBLE HEALTH PLAN RENEWAL**

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The Board reviewed a memorandum dated November 12, 2009 from Twp. Mgr. Elsinga (ATTACHMENT VII).

**HAYHOE MOVED TO APPROVE THE BLUE CROSS BLUE SHIELD HIGH DEDUCTIBLE HEALTH PLAN RENEWAL FOR 2010, AND TO FUND THE DEDUCTIBLE THROUGH THE HEALTH SAVINGS ACCOUNT (HSA) FOR ELIGIBLE EMPLOYEES IN THE AMOUNT OF \$2,000/SINGLE AND \$3,200/2-PARTY/FAMILY TO BE FUNDED ON A QUARTERLY BASIS IN JANUARY, APRIL, JULY AND OCTOBER 2010.**

A Roll Call Vote was recorded as follows:

Ayes: Hayhoe, Hope, Ketchum, Sweet, Ammon, Bajema, Goodrich

**MOTION CARRIED**

**DELTA DENTAL BENEFIT PLAN RENEWAL**

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The Board reviewed a memorandum dated November 12, 2009 from Twp. Mgr. Elsinga (ATTACHMENT VIII).

**AMMON MOVED TO APPROVE THE INSURANCE RENEWAL WITH DELTA DENTAL PLAN OF MICHIGAN FOR 2010, WITH NO CHANGE IN BENEFIT COVERAGE FOR EMPLOYEE DENTAL CARE.**

Mary McClelland, 5080 Runnymede Drive, questioned the dental plan.

A Roll Call Vote was recorded as follows:

Ayes: Hope, Ketchum, Sweet, Ammon, Bajema, Goodrich, Hayhoe

**MOTION CARRIED**

**RESOLUTION NO. 2009-038 – ADOPT A RETIREMENT HEALTH SAVINGS PLAN**

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The Board reviewed a memorandum dated November 4, 2009 from Twp. Mgr. Elsinga (ATTACHMENT IX).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 17, 2009**

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**SWEET MOVED TO ADOPT RESOLUTION NO. 2009-038, WHICH ADOPTS THE ICMA RETIREMENT CORPORATION'S VANTAGE CARE RETIREMENT HEALTH SAVINGS (RHS) PLAN FOR FUNDING DELHI TOWNSHIP RETIREE HEALTH CARE BENEFITS AND TO APPROVE THE ADOPTION AGREEMENT, DECLARATION OF TRUST OF THE CHARTER TOWNSHIP OF DELHI INTEGRAL PART TRUST IN THE FORM OF THE MODEL TRUST MADE AVAILABLE BY THE ICMA RETIREMENT CORPORATION AND TO FURTHER APPROVE THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE PARTIES FOR THE ADMINISTRATION OF THE SAME.**

A Roll Call Vote was recorded as follows:

Ayes: Ketchum, Sweet, Ammon, Bajema, Goodrich, Hayhoe, Hope

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

Supervisor Goodrich reminded the Board of the 14<sup>th</sup> Annual Christmas Tree Lighting Ceremony to be held on December 2<sup>nd</sup>.

**TREASURER**

Treasurer Ammon reported on the LEAP Kick-Off meeting.

**CLERK**

Clerk Hope stated that he helped conduct the Holt Jr. High School Student Council Election.

**PUBLIC HEARING – 8:00 P.M.**

**FY 2010 BUDGET – GENERAL FUNDS AND SPECIAL REVENUE FUNDS**

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**HOPE MOVED TO OPEN THE PUBLIC HEARING ON THE FY 2010 BUDGET –  
GENERAL FUND AND SPECIAL REVENUE & DEBT SERVICE FUNDS.**

A Voice Poll was recorded as follows: All Ayes

**MOTION CARRIED**

Marian Frane, Director of Accounting, gave a summary of the 2010 Budget.

Twp. Mgr. Elsinga gave a brief history of the reductions to the 2010 Budget made by the Township.

Mike Hamilton, 4541 Sycamore Street, questioned Board policy on public hearings.

Steve Albert, 3984 Ridgemoor Drive, questioned several upcoming projects in the Township.

Mary McClelland, 5080 Runnymede Drive, questioned the CATA bus program operating in the Township as well as the use of the Fire Chief vehicle.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 17, 2009**

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Christine Gilliland, 1525 Holbrook Drive, questioned the reduction of essential services and the possibility of tax increases to cover these services.

Paul Woodyard, 5069 Glendurgan Court, questioned the reduction of essential services as well as the need/necessity of non-essential services.

Ken Intveld, 5016 Glendurgan Court, spoke about the increase of property taxes.

Dale McClelland, 5080 Runnymede Drive, questioned the increase of property taxes and the decrease of property values.

Mike Gilliland, 1525 Holbrook Drive, questioned the proposed reductions in the Ingham County Sheriff's Office/Delhi Division.

Trustee Bajema stated that if the Board did not make significant changes to the budget the Township would be putting itself in a position where the only choice would be to raise taxes. A millage increase may have to be asked for on the November 2010 ballot for 2011. Trustee Bajema proposed to transfer LEAP to the DDA, to withdraw from the Michigan Townships Association, increase fees for Park and Recreation programs and suggested looking at furlough days. Trustee Bajema also suggested the Board reduce their pay by 5% to match what the employees would be losing with furlough days.

Trustee Ketchum stated that he agrees with much of what Trustee Bajema stated; however, he does not agree with imposing furlough days on Township employees.

Trustee Hayhoe spoke of the budget process and encouraged the public to be involved throughout the entire process.

Motion to Close Public Hearing – 8:45 p.m.

**GOODRICH MOVED TO CLOSE THE PUBLIC HEARING.**

A Voice Poll was recorded as follows: All Ayes

**MOTION CARRIED**

**REPORTS Cont'd**

**TREASURER**

Treasurer Ammon stated that the 2009 Winter Tax bills will be mailed on December 1, 2009.

**TOWNSHIP MANAGER**

Twp. Mgr. Elsinga stated that he attended a local government benchmarking consortium which measure the cost of services for various departments within a jurisdiction and compare those costs with other communities. Approximately 100 people, representing 40 communities attended.

Twp. Mgr. Elsinga stated that LEAP is performing a site search and seems to be serious about a specific property in the community; a 2<sup>nd</sup> site search has also taken place at another location.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 17, 2009**

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This activity indicates the Township is attractive and continues to be looked at by others to invest in the community.

Twp. Mgr. Elsinga stated that the Township has looked at managing the budget for most of this decade and eventually the police and fire, being the most expensive units to maintain, have to be dealt with. The 2011 budget process will begin in June and Twp. Mgr. Elsinga invited everyone to be involved in that budget process.

**LIMITED PUBLIC COMMENTS**

Dale Miihlbach, 1965 Hamilton, questioned if other municipalities, that were looked at when computing property taxes, were equal to Delhi Township.

Mike Hamilton, 4541 Sycamore, asked if questions submitted in writing to the Township Board, would be answered at a Board meeting.

Donna Germaine, 2061 College Road, questioned the initial fee of the Lift Station D Project. Ms. Germaine also stated her concern with the reduction of the Ingham County Sheriff's Office/Delhi Division staff.

Steve Albert, 3984 Ridgemoor, questioned the timing of the December 1, 2009 DDA Cedar Street and Board of Trustees meetings.

Paul Woodyard, 5069 Glendurgan Court, questioned if taxpayer money was used to pay for the park located at the corner of Aurelius and Holt Roads. Mr. Woodyard also questioned the necessity of the park.

Dale Miihlbach, 1965 Hamilton, questioned the necessity of the Cedar Street roundabout.

**ADJOURNMENT**

Meeting adjourned at 9:04 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Hope, Township Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Stuart Goodrich, Supervisor

/af

SUBJECT TO APPROVAL

**ACCOUNTS PAYABLE APPROVAL**

November 3, 2009

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated November 3, 2009, numbered 75855 thru 75959 & ACH #1122 & #1123 . Every invoice has a payment authorizing signature(s).

Dated: November 3, 2009

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated November 3, 2009 show payments made from the following funds:

General Fund	\$	34,799.60	
Parks & Recreation		11,562.14	
Fire Equip. & Apparatus Fund		3,036.59	
Downtown Development Fund		154,515.82	
Community Development Fund		2,009.00	
Trust & Agency Fund		3,831.88	
Current Tax Fund		287.71	
Subtotal Common Savings*	\$	210,042.74	
Sewer Fund Receiving**	\$	112,384.98	
Grand Total	\$	<u>322,427.72</u>	

**Includes the following to be reimbursed from separate bank accounts:**

*Current Tax Fund	\$	287.71
*Employee Flexible Spending Acct.	\$	25.00

Dated: November 3, 2009

\_\_\_\_\_  
Marian Frane, Director of Accounting

**III. Approval for Distribution:** I have reviewed the above checks and invoices and all of them should be distributed. All invoices over \$10,000.00 have been approved by general policy or previous motions of the board. (\$42,910.00 C2AE for Lift Station D & McCue Corridor Design 3/3/09 )

Dated: November 3, 2009

\_\_\_\_\_  
John B. Elsinga, Township Manager

\_\_\_\_\_  
Evan Hope, Township Clerk

\_\_\_\_\_  
Harry R. Ammon, Treasurer

**IV. Board Audit and Approval:** At a regular meeting of the Township Board held on November 17, 2009, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated November 3, 2009, was reviewed, audited and approved.

\_\_\_\_\_  
Evan Hope, Township Clerk

INVOICE DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
 INVOICES TO BE PAID 10/21/2009 - 11/03/2009  
 Paid Invoices Only

Vendor	Invoice Description	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
WILLIAM MICHAEL GOLDEN	REFUND (2008A-1523)	500.00
Total for Dept 000.00 :		500.00
Dept 101.00 LEGISLATIVE		
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	122.39
Total for Dept 101.00 LEGISLATIVE:		122.39
Dept 171.00 MANAGER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	283.76
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	233.76
ADP SCREENING & SELECTION SER	BACKGROUND SCREENING	25.25
MICHIGAN STATE UNIVERSITY EXT	BENCHMARKING SEMINAR-ELSINGA	20.00
Total for Dept 171.00 MANAGER:		562.77
Dept 191.00 ACCOUNTING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	257.40
Total for Dept 191.00 ACCOUNTING:		257.40
Dept 215.00 CLERK		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	283.76
PRINTING ESSENTIALS	TONERS FOR ASSESSING & TREAS	72.00
SAM'S CLUB DIRECT	HP 96 PRINTER CARTRIDGE	84.88
SAM'S CLUB DIRECT	HP 45 PRINTER CARTRIDGES	59.88
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	147.02
Total for Dept 215.00 CLERK:		647.54
Dept 228.00 INFORMATION TECHNOLOGY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	77.53
MICROTECH SERVICES, INC.	MONTHLY DSL SERVICE	120.00
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	146.98
MICROTECH SERVICES, INC.	1 YR ANTIVIRUS MAINT-CA	1,674.00
Total for Dept 228.00 INFORMATION TECHNOLOGY:		2,018.51

Dept 253.00 TREASURERS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	334.93
HOLT POSTMASTER	WINTER 2009 TAX BILLS POSTAGE	3,700.00
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	119.15
INGHAM COUNTY TREASURER	BS&A INGHAM CO TAX TRAIN/TEBEAU	80.00

Total for Dept 253.00 TREASURERS: 4,234.08

Dept 257.00 ASSESSING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	170.06
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	244.28

Total for Dept 257.00 ASSESSING: 414.34

Dept 262.00 ELECTIONS		
MICHIGAN ELECTION RESOURCES	11 PRECINCT KITS & SHIPPING	392.97
HOLT POSTMASTER	POSTAGE DUE ACCOUNT	200.00

Total for Dept 262.00 ELECTIONS: 592.97

Dept 265.00 BUILDING & GROUNDS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	139.46
LANSING ICE & FUEL CO	GASOLINE 10/1-15/09	82.47
SAFETY SYSTEMS, INC	CARD READER BROKEN OFF WALL	100.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/CSC	975.00
TDS METROCOM	OCTOBER LOCAL SERVICE	1,283.04
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	310.50
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS	4,574.04
CONSUMERS ENERGY	GAS 2074 AURELIUS	823.02
WESCO DISTRIBUTION, INC	5 LAMPS FOR CSC PARKING LOT	117.50
WESCO DISTRIBUTION, INC	(3) EMER LED EXIT SIGNS	75.00

Total for Dept 265.00 BUILDING & GROUNDS: 8,480.03

Dept 276.00 CEMETERY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	92.31
LANSING ICE & FUEL CO	GASOLINE 10/1-15/09	54.59
PURE GREEN LAWN & TREE PROF	FERT TREES & GROUNDS-MAPLE RIDG	188.00
RUMSEY & SONS CONSTRUCTION	3 CEMETERY FOUNDATIONS	64.50
LOWE'S CREDIT SERVICES	4 PKS OF 100 ORANGE FLAGS	31.92
CONSUMERS ENERGY	ELECTRIC 4149 WILLOUGHBY	44.74
SANDRA BLOMQUIST	REFUND BURIAL LOT B-94 PLOTS 1 & 2	1,300.00

Total for Dept 276.00 CEMETERY: 1,776.06

Dept 336.00 FIRE DEPARTMENT		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	1,325.29
BARYAMES CLEANERS	UNIFORM CLEANING	210.10
PAPER IMAGE PRINTING	500 HIPPA FORMS	113.85
TRI-COUNTY EMERGENCY	200 TCEMCA REFUSAL FORMS	21.00
LANSING ICE & FUEL CO	GASOLINE 10/1-15/09	740.43
TDS METROCOM	OCTOBER LOCAL SERVICE	64.66
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	636.59
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	30.00
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	65.71
CONSUMERS ENERGY	GAS 6139 BISHOP	92.45

ACE HARDWARE	LOCK/6 KEYS	22.13
ACE HARDWARE	40 KEY RINGS/SCREWS/BOLTS/NAI	29.91
SALES & MARKETING OF MICHIGAN	CLEANING SUPPLIES & FREIGHT	158.11

Total for Dept 336.00 FIRE DEPARTMENT: 3,510.23

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	WATER & STREETLIGHTS	10,249.28
LANDSCAPE ARCHITECTS	WASHINGTON AVE EXTRA CONSULT	1,245.00

Total for Dept 446.00 INFRASTRUCTURE: 11,494.28

Dept 850.00 OTHER FUNCTIONS		
SECAP FINANCE	FOLDING MACHINE LEASE	189.00

Total for Dept 850.00 OTHER FUNCTIONS: 189.00

Total for Fund 101 GENERAL FUND: 34,799.60

Fund 208 PARKS & RECREATION FUND

Dept 752.00 ADMINISTRATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	82.72
HOLT PUBLIC SCHOOLS	FLOOR HOCKEY FLYERS	50.60
TDS METROCOM	OCTOBER LOCAL SERVICE	151.55
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	580.98
TDS METROCOM	PHONES	281.25
BOARD OF WATER & LIGHT	LEASE FEE 10/18-09-10/18/10	1.00
EFX PRODUCTION SERVICES	AUDIO SYSTEM WITH TECH	650.00

Total for Dept 752.00 ADMINISTRATION: 1,798.10

Dept 771.00 PARKS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	128.70
LANSING ICE & FUEL CO	GASOLINE 10/1-15/09	322.88
ACE HARDWARE	2 BALES STRAW	7.00
ACE HARDWARE	1 GAL BAR & CHAIN OIL	8.99
ACE HARDWARE	(3) RV ANTI-FREEZE/OOPS REMOVER	14.96
ACE HARDWARE	4) SPRAY PAINT	17.16
AMERICAN RENTAL	PORTABLE TOILET	70.00

AMERICAN RENTAL	PORTABLE TOILET	70.00
MODEL COVERALL SERVICE	UNIFORM PANTS	21.07
MODEL COVERALL SERVICE	UNIFORM PANTS	21.07
DK SECURITY	SECURITY	1,043.11
AMERICAN RENTAL	PORTABLE TOILETS	474.60
BOARD OF WATER & LIGHT	WATER 4050 KELLER	91.26
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	35.70
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	12.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	41.85
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	81.35
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	43.89
CONSUMERS ENERGY	ELECTRIC 2045 CEDAR #A	692.31
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS (PARK)	1,201.49
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	1,003.35
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	19.66
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE	52.15
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE	115.96
CONSUMERS ENERGY	ELECTRIC 4080 KELLER	97.17
CONSUMERS ENERGY	ELECTRIC 4111 HOLT	98.04
CONSUMERS ENERGY	GAS 2108 CEDAR	25.84
CONSUMERS ENERGY	GAS 2287 PINE TREE	20.19
CONSUMERS ENERGY	GAS 4111 HOLT	13.31
DELTA ELECTRICAL	WIRE HOT WATER HEATER/VALHALLLA	271.85
SCHAFFER'S INC.	TOP SOIL/FERTILIZER/SEED	858.50
COLLEEN COOPER	FLOWER REIMBURSEMENT	69.30
MENARDS LANSING SOUTH	40 RETAINING WALL BLOCKS	63.20
E.D.S. IRRIGATION, LLC	WINTERIZATION OF IRRIGATION SYSTEM	243.00
E.D.S. IRRIGATION, LLC	WINTERIZATION OF IRRIGATION/HOLT &	100.00
JOHN DEERE LANDSCAPES / LESCO	6 HERBICIDE	925.92
MENARDS LANSING SOUTH	2 CARB SPOUTS/(3) H2O	12.76
MENARDS LANSING SOUTH	CREDIT	(8.96)
CARQUEST THE PARTS PLACE	BATTERY TERM/CABLE LUG	5.99
CARQUEST THE PARTS PLACE	OIL FILTER	6.13
CARQUEST THE PARTS PLACE	24) QTS 10W30 OIL/12) QTS 30HD OIL	99.24
COMPLETE HITCH COMPANY	ADAPTER/BARG/LABOR	91.85
CAPITAL STEEL AND BUILDERS	REPAIR SNOW PLOW BRACKET	60.00
DEER CREEK SALES, INC	L.H. SKID BRACKET/TUBE	167.67
FRANKIE D'S AUTO & TRUCK	LOF/STABILIZER LINKS/00 RANGER	115.00

Total for Dept 771.00 PARKS: 8,926.51

Dept 774.00 RECREATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	77.53
TURF SERVICES, INC.	CLAY BRICKS/DELIVERY	110.00
LANSING PARKS AND RECREATION	PAYMENT FOR SHOWMOBILE	650.00

Total for Dept 774.00 RECREATION: 837.53

Total for Fund 208 PARKS & RECREATION FI 11,562.14

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

FIRE SERVICE MANAGEMENT LLC	TURNOUT GEAR CLEANING & REPAIR	289.11
FIRE SERVICE MANAGEMENT LLC	TURNOUT GEAR CLEANING & FREIGHT	153.81
WEST SHORE FIRE INC	3 WAY VALVE	810.00
WEST SHORE FIRE INC	FREIGHT	15.42
INTERSTATE BATTERIES OF	BATTERY REPAIR	376.90
WEST SHORE SERVICES INC	VALHALLA SIREN REPAIR	240.10
CRAIG'S AUTO BODY SHOP, LLC	DOOR HANDLE/#64	152.50
WORLDPOINT ECC, INC.	ACLS CARDS & FREIGHT	98.75
SHROYERS AUTO PARTS	CARS/XTRICATION TRNG	900.00

Total for Dept 339.00 EQUIPMENT & APPARATUS: 3,036.59

Total for Fund 211 FIRE EQUIP. & APPARATUS FUND: 3,036.59

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00

WIELAND - DAVCO CORPORATION	FINAL PAYMENT/SENIOR CENT	29,562.50
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Total for Dept 000.00 : 29,562.50

Dept 728.00 DDA ADMINISTRATION

DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	77.53
AMERICAN PLANNING	2010 MEMBERSHIP/MC FADYEN	325.00
MICHIGAN DOWNTOWN ASSOCIATION	2010 MEMBERSHIP/MC FADYEN	250.00
AT&T	LED SIGN	30.07
TDS METROCOM	OCTOBER LOCAL SERVICE	191.82
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	122.35
HELEN C HARRISON	MILEAGE 8/31-10/29/09/HARRISON	67.10
PAPER IMAGE PRINTING	2,500 #10 DDA ENVELOPES	292.05
PURE GREEN LAWN & TREE PROF	FERT TREES & GROUNDS/DDA BUILD	128.00
PURE GREEN LAWN & TREE PROF	FERT TREES & GROUNDS/DDA BUILD	40.00
WESCO DISTRIBUTION, INC	8 LAMPS/DDA PARK LOT & CARPORT	184.00
WESCO DISTRIBUTION, INC	BULBS & BALLEST KITS/DDA PARK LOT	421.00

Total for Dept 728.00 DDA ADMINISTRATION: 2,128.92

Dept 729.00 DDA MARKETING & PROMOTION

DE ROSA'S PARTY STORE	125 BROWN BAG LUNCHES	375.00
BLOHM CREATIVE PARTNERS	40 BUSINESS EXPO POSTERS	631.35
BLOHM CREATIVE PARTNERS	BUSINESS EXPO NEWSPAPER AD	190.00
CHARLES GRINNELL	SUPPLIES FOR FARMERS MARKET	61.60
CHARLES GRINNELL	55 HOURS @ \$20	1,100.00
D & M SILKSCREENING	11 POLO SHIRTS	248.00
BLOHM CREATIVE PARTNERS	FARMER'S MARKET GRAPHICS - EXPO	165.00
BLOHM CREATIVE PARTNERS	SEPTEMBER WEB MAINT & HOSTING	102.50

Total for Dept 729.00 DDA MARKETING & PROMOTION: 2,873.45

Dept 730.00 COMM REHABILITATION REBATE PGM		
SCITEX, LLC	PARKING LOT PAVEMENT/2046 DEPOT	3,000.00

Total for Dept 730.00 COMM REHABILITATION REBATE PGM: 3,000.00

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
PURE GREEN LAWN & TREE PROF	FERTILIZE TREES/SHRUBS & GROUNDS	40.00
PURE GREEN LAWN & TREE PROF	FERTILIZE TREES/SHRUBS & GROUNDS	35.00
PURE GREEN LAWN & TREE PROF	FERTILIZE TREES/SHRUBS & GROUNDS	40.00
PURE GREEN LAWN & TREE PROF	FERTILIZE TREES/SHRUBS & GROUNDS	78.00
PURE GREEN LAWN & TREE PROF	FERTILIZE TREES/SHRUBS & GROUNDS	47.00
ACE HARDWARE	4 TAP CUBES H/DUTY GRND ORG	15.96
ABLE CONCRETE, INC.	CEDAR STREET SIDEWALKS	27,880.22
LANDSCAPE ARCHITECTS	AMPHITHEATER OVERHEAD STUCTURE	3,350.00

Total for Dept 731.00 DDA INFRASTRUCTURE PROJECTS: 31,486.18

Dept 850.00 OTHER FUNCTIONS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	129.64
LANSING ICE & FUEL CO	GASOLINE-DDA	76.66
SIEMENS INDUSTRY, INC.	RTU LEAKING INTO CEILING	448.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/SHERIFF	480.00
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	12.00
DELHI TOWNSHIP TREASURER	SEWER 2017 PARK LANE	48.00
DELHI TOWNSHIP TREASURER	SEWER 2026 & 2028 CEDAR	25.76
DELHI TOWNSHIP TREASURER	SEWER 2034 CEDAR	12.00
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	35.70
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	22.83
DELHI TOWNSHIP TREASURER	SEWER 2185 CEDAR	12.00
DELHI TOWNSHIP TREASURER	SEWER 2191 CEDAR	12.00
DELHI TOWNSHIP TREASURER	SEWER 4294 VETERANS	12.00
DELHI TOWNSHIP TREASURER	SEWER 4302 VETERANS	12.00
CONSUMERS ENERGY	ELECTRIC 2004 AURELIUS	100.94
CONSUMERS ENERGY	ELECTRIC 2045 CEDAR #B	114.33
CONSUMERS ENERGY	ELECTRIC 2116 CEDAR	338.12
CONSUMERS ENERGY	ELECTRIC 4115 HOLT	208.62
CONSUMERS ENERGY	ELECTRIC 2150 CEDAR	196.70
CONSUMERS ENERGY	ELECTRIC 2228 AURELIUS	132.45
CONSUMERS ENERGY	ELECTRIC 3970 HOLT	114.54
CONSUMERS ENERGY	GAS 2045 CEDAR	181.82
CONSUMERS ENERGY	GAS 2150 CEDAR	100.94

Total for Dept 850.00 OTHER FUNCTIONS: 2,827.05

Dept 903.10 2008 CONSTRUCTION PROJECTS-DDA		
C2AE	SEWER CONSTRUCT DEPOT/DELHI NE	32,902.72
KENTWOOD OFFICE FURNITURE LLC	REPLACE CHECK 75015 DATED 6/30/09	7,966.48
WIELAND - DAVCO CORPORATION	FINAL PAYMENT/SENIOR CENT	38,617.65
BOARD OF WATER AND LIGHT	INSTALL WATER METER 2108 CEDAR	617.27

Total for Dept 903.10 2008 CONSTRUCTION PROJECTS-DDA: 80,104.12

Dept 905.00 DEBT SERVICE		
ROBERT HOLMES	PRINCIPAL - HOLT PLAZA CORNER	586.78
ROBERT W BAIRD & CO., INC.	PRINCIPAL - HOLT PLAZA CORNER	586.78
WILLIAM THORBURN	PRINCIPAL - HOLT PLAZA CORNER	1,173.55
ROBERT HOLMES	INTEREST - HOLT PLAZA CORNER	46.62
ROBERT W BAIRD & CO., INC.	INTEREST - HOLT PLAZA CORNER	46.62
WILLIAM THORBURN	INTEREST - HOLT PLAZA CORNER	93.25

Total for Dept 905.00 DEBT SERVICE: 2,533.60

Total for Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY: 154,515.82

Fund 542 COMMUNITY DEVELOPMENT FUND

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT

DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	669.86
LANSING ICE & FUEL CO	GASOLINE 10/1-15/09	67.90
AMERICAN ASSOC. OF CODE ENF	MEMBERSHIP DUES/LARNER	75.00
TDS METROCOM	OCTOBER LOCAL SERVICE	105.16
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	698.94
OCE NORTH AMERICA DOCUMENT	COPIER METER CHARGE	65.57
SCHAFFER'S INC.	MOWING 2674 FONTAINE TRAIL	69.00
SCHAFFER'S INC.	TRASH REMOVAL 2674 FONTAINE	119.57
SCHAFFER'S INC.	MOWING 1881 HEATHERTON	138.00

Total for Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT: 2,009.00

Total for Fund 542 COMMUNITY DEVELOPMENT FUND: 2,009.00

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

BEDELL, TRENT	REF SEWER 7039 AURELIUS	19.90
BALDWIN, RICHARD & SUZANNE	REF SEWER 3954 CALYPSO HOLT MI	14.40
SABLAIN, VIRGINIA	REF SEWER 2717 COLLEGE HOLT	39.80
NEUMANN, DONALD	REF SEWER 2775 DUNWOODY HOLT MI	23.85
WHITE, CHRISTOPHER	REF SEWER 2736 HYDRA HOLT MI	43.60
SCHRAMM, FREDERICK	REF SEWER 4206 WATSON HOLT MI	35.70
C2AE	GILBERT/WEST TOWN DRAIN/ENG SERV	648.21

Total for Dept 000.00 : 825.46

Dept 548.00 ADMINISTRATION & OVERHEAD

CUSTOM MAILERS, INC.	OCTOBER SEWER BILLS	446.64
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Total for Dept 548.00 ADMINISTRATION & OVERHEAD: 446.64

Dept 558.00 DEPT OF PUBLIC SERVICE

DELTA DENTAL PLAN OF	DENTAL INSURANCE NOVEMBER	1,602.76
LANSING ICE & FUEL CO	GASOLINE 10/1-15/09	947.80
MODEL COVERALL SERVICE	STAFF UNIFORMS	69.22
MODEL COVERALL SERVICE	STAFF UNIFORMS	92.35
MODEL COVERALL SERVICE	STAFF UNIFORMS	104.35
MODEL COVERALL SERVICE	STAFF UNIFORMS	85.22
BARYAMES CLEANERS	UNIFORM DRY CLEANING	29.40
SAM'S CLUB DIRECT	DIGITAL CAMERA (UNIT 4)	141.94

ACE HARDWARE	HOLE SAW/DRILL BIT	15.48
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	735.00
ALEXANDER CHEMICAL CORP	CREDIT	(315.00)
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	9,507.50
ALS LABORATORY GROUP	TERTIARY EFFLUENT	52.00
ALS LABORATORY GROUP	QUARTERLY SLUDGE TESTING	425.00
ALS LABORATORY GROUP	IPP TESTING - DART	580.00
KAR LABORATORIES, INC.	ANALYSIS INFLUENT SAMPLES	270.00
KAR LABORATORIES, INC.	ANALYSIS EFFLUENT SAMPLES	270.00
ARGUS-HAZCO	DUO-TOX SENSOR W/LABOR	350.00
ARGUS-HAZCO	SHIPPING & HANDLING	12.22
C2AE	SANITARY SEWER STANDARDS UPDATE	1,007.24
C2AE	COOK/THORBURN DRAIN EASEMENT	2,422.68
C2AE	DELHI TOWNSHIP EECBG APPLICATION	1,875.00
UNITED PARCEL SERVICE	SHIPPING CHARGES	52.83
GRANGER CONTAINER SERVICE, INC	YARD WASTE DUMPSTER	390.00
GRANGER III & ASSOCIATES	GREASE HAUL	68.28
CORE COMM INTERNET	BACKUP INTERNET ACCESS	109.95
COMCAST	COMCAST HIGH-SPEED INTERNET	63.95
TDS METROCOM	OCTOBER LOCAL SERVICE	449.08
VERIZON WIRELESS	SEPTEMBER CELLULAR PHONES	931.81
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	56.00
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	216.13
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	1,480.68
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	175.00
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	102.43
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	1,239.73
CONSUMERS ENERGY	ELECTRIC 1494 AURELIUS	122.79
CONSUMERS ENERGY	ELECTRIC 1988 WAVERLY	373.34
CONSUMERS ENERGY	ELECTRIC 2358 EIFERT	259.18
CONSUMERS ENERGY	ELECTRIC 6055 MC CUE	107.34
CONSUMERS ENERGY	ELECTRIC 5999 HOLT	46.14
CONSUMERS ENERGY	ELECTRIC 2870 PINE TREE	365.61
CONSUMERS ENERGY	ELECTRIC 3505 HOLT	96.33
CONSUMERS ENERGY	ELECTRIC 4280 DELL	293.51
CONSUMERS ENERGY	ELECTRIC 4000 N. MICHIGAN #B	98.78
CONSUMERS ENERGY	ELECTRIC 4828 HOLT	84.52
CONSUMERS ENERGY	ELECTRIC 5961 MC CUE	13,459.56
CONSUMERS ENERGY	GAS 1988 WAVERLY	24.68
CONSUMERS ENERGY	GAS 1490 AURELIUS	56.53
CONSUMERS ENERGY	GAS 1492 AURELIUS	171.19
CONSUMERS ENERGY	GAS 2481 DELHI COMMERCE	10.50
CONSUMERS ENERGY	GAS 4280 DELL	71.06
CONSUMERS ENERGY	GAS 5961 MC CUE #3	25.84
CONSUMERS ENERGY	GAS 3505 HOLT	37.96
CONSUMERS ENERGY	GAS 5961 MC CUE #2	22.62
ACE HARDWARE	3 PVC COUPLERS/4 FLUR BULBS	13.63
WESCO DISTRIBUTION, INC	3 LAMPS	294.00

SAM'S CLUB DIRECT	DIGITAL CAMERA (FACILITY SUPERV)	125.88
ACE HARDWARE	ADAPTER/BUSHING/COUPLING	6.77
AIRGAS GREAT LAKES	WELDING SUPPLIES FOR DPS	406.74
AIRGAS GREAT LAKES	SHIPPING & HANDLING	36.00
SWEET SEPTIC SYSTEMS, INC.	12 " VERTICAL MOUNT SWEET	995.00
SWEET SEPTIC SYSTEMS, INC.	REPLACEMENT FILTERS	84.00
SWEET SEPTIC SYSTEMS, INC.	SHIPPING	75.00
B & D ELECTRIC, INC.	REWIRE PORTABLE GENERATOR	9,942.00
ACE HARDWARE	PAINT BRUSH SET/PAINT	34.48
CONTRACTORS CONNECTION, INC.	12 CASES BROWN MARKING PAINT	424.80
CONTRACTORS CONNECTION, INC.	SHIPPING & HANDLING	66.00
EDWARDS INDUSTRIAL SALE INC	6 TORQ BELTS	107.50
CARQUEST THE PARTS PLACE	GREASE/BRAKE CLEANER/SWITCH	186.50
H & H WELDING & REPAIR LLC	FAB & INSTALL 5 RIM ADAPTERS	1,250.00
FULLER'S POWER EQUIPMENT	COOLING FAN MOTOR	218.92
PURE GREEN LAWN & TREE PROF	FERTILIZE TREES AND GROUNDS/MAINT	128.00
PURE GREEN LAWN & TREE PROF	TREE & SHRUB CARE	240.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/POTW	260.00
MAID BRIGADE OF LANSING	CLEANING SERVICES/MAINTENANCE	260.00
B & D ELECTRIC, INC.	MISC ELECTRICAL REPAIRS/POTW	2,602.50
HARPER INDUSTRIAL CONSTRUCT	INSTALL SHEET METAL SHROUD	8,947.00
FRANKIE D'S AUTO & TRUCK	LOF/BULB/WIPER BLADES/#4	67.00
FRANKIE D'S AUTO & TRUCK	LOF/#12	31.00
ACE HARDWARE	HOLIDAY TREE LIGHTING SUPPLIES	52.66
ACE HARDWARE	TAP CUBE H/DUTY GRND ORG	3.99

Total for Dept 558.00 DEPT OF PUBLIC SERVICE: 68,202.88

Dept 578.01 CAPITAL IMPR-TREATMENT PLANT

C2AE	LIFT STATION D/MC CUE CORRIDOR	0.00
C2AE	LIFT STATION D/MC CUE CORRIDOR	42,910.00

Total for Dept 578.01 CAPITAL IMPR-TREATMENT PLANT: 42,910.00

Total for Fund 590 SEWAGE DISPOSAL SYSTEM: 112,384.98

Fund 701 TRUST & AGENCY FUND

Dept 000.00

DELTA DENTAL PLAN OF	COBRA	53.76
DELTA DENTAL PLAN OF	COBRA RECEIVABLE-EMPLOYEE	28.96
INGHAM COUNTY TREASURER	SEPTEMBER TRAILER PARK FEES	2,247.50
AFLAC	EMPLOYEE DEDUCTIONS	583.40
AFLAC	EMPLOYEE DEDUCTIONS	7.38
AFLAC	EMPLOYEE DEDUCTIONS	408.68
AFLAC	EMPLOYEE DEDUCTIONS	63.96
AFLAC	EMPLOYEE DEDUCTIONS	358.56
AFLAC	FSA FEE - OCTOBER	25.00
NORTHER LEASING SYSTEMS	REFUND 2004 TAX OVERPAYMENT	54.68

Total for Dept 000.00 : 3,831.88

Total for Fund 701 TRUST & AGENCY FUND: 3,831.88

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

LANE, MICHELLE & STOLICKER, GARY H MTT REFUND PARCEL#11-477-038

5.09

ELY, WAYNE O & LAVINIA

REFUND MTT PARCEL#18-226-005

282.62

Total for Dept 000.00 : 287.71

Total for Fund 703 CURRENT TAX ACCOUNT: 287.71

Total - All Funds 322,427.72

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated November 12, 2009**

**ATTACHMENT II**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 73224 through 73334 & direct deposits numbers: DD8444 through DD8510. The payroll was prepared in accordance with established payroll rates and procedures.

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

The Treasurer's and Clerk's signatures were affixed to the payroll checks using the check signing machine.

\_\_\_\_\_  
Joyce Goulet, Accounts Payable Coordinator

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

Dated: November 12, 2009

\_\_\_\_\_  
Marian Frane, CPA, Director of Accounting

**II. Payroll Report**

The November 12, 2009 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$115,766.58	\$31,120.02	\$84,646.56
Parks & Recreation Fund	11,193.43	3,020.14	\$8,173.29
DDA	6,810.63	2,888.64	\$3,921.99
Comm. Development Fund	14,127.60	3,789.81	\$10,337.79
Subtotal-Common Savings	147,898.24	40,818.61	<b>107,079.63</b>
Sewer Fund/Receiving	35,525.14	9,890.90	\$25,634.24
Total Payroll	\$183,423.38	\$50,709.51	\$132,713.87
	<b>Township FICA</b>	<b>Township Pension Plan</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$8,006.93	\$6,591.81	\$45,718.76
Parks & Recreation Fund	841.55	766.32	4,628.01
DDA	458.00	530.24	3,876.88
Comm. Development Fund	1,052.38	1,189.74	6,031.93
Sewer Fund/Receiving	2,613.55	2,996.31	15,500.76
Total Payroll	\$12,972.41	\$12,074.42	\$75,756.34

\_\_\_\_\_  
Marian Frane, CPA, Director of Accounting

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on November 12, 2009 and identified as follows:

11/12 Net Pay Disbursement in Common Savings (\$107,079.63) 11/12 Net Pay Disbursement in Sewer Receiving (\$25,634.24)

11/12 Pay Deducts from Sewer Receiving to Common Savings (\$15,500.76)

\_\_\_\_\_  
Harry R. Ammon, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on November 17, 2009, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated November 12, 2009 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Ammon(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

**FROM:** Stuart Goodrich, Township Supervisor

**DATE:** November 9, 2009

**RE:** Recommendation for Appointment to the Capital Area  
Transportation Authority

---

In September of this year the Board reappointed long-time representative Walter Dell to the Capital Area Transportation Authority (CATA) Board. Last month we received word that Mr. Dell had fallen ill and subsequently passed away. Mr. Dell had served on the CATA Board for over 30 years and was a big advocate for CATA and public transportation. His service, both to CATA and Delhi Township, will be greatly missed.

In looking to fill the vacancy created by Mr. Dell, it was brought to my attention that resident Douglas Lecato is a regular CATA rider and advocate for the system. I spoke with Mr. Lecato and he would be interested in serving the remainder of the vacated three-term. Therefore, I recommend the following motion:

**RECOMMENDED MOTION:**

**To appoint Douglas Lecato to the Capital Area Transportation Authority Board for the remainder of the three-year term vacated by the death of Walter Dell, effective November 17, 2009, expiring September 30, 2012.**

**Stuart Goodrich - Delhi Township**

---

**From:** "Sandy Draggoo" <SDraggoo@cata.org>  
**To:** <stuart.goodrich@delhitownship.com>  
**Date:** 10/2/2009 9:19 AM  
**Subject:** Delhi Township

---

Dear Stu:

CATA was formed as an Authority in January of 1972. It was formed under Act 55 (public Acts of Michigan 1963) .

Michigan's Act 327 was signed into law, authorizing state capital and operating assistance. There had been, prior to this time, private bus lines in the area. The City of Lansing had purchased those bus lines and it had been felt by the then Mayor Jerry Graves that the City would not be able to sustain a transportation system anymore than it had been --- unless it was an area-wide system.

In some manner (this was before my time), the heads of the governments had got together and agreed that the transportation system had to be area-wide and that an Authority needed to be formed. It had been decided that the number of Board seats of this new Authority, needed to be based on the population residing within the units of government. There were six charter units of government that made up CATA --- City of Lansing, City of East Lansing and four Townships, Meridian, Delhi, Delta, and Lansing.

The Board of Directors consisted of the very first Chair Delhi Chair Joseph Kiersey AND Delhi has been a strong part of the Authority ever since Walter Dell has been the Delhi representative to the CATA Board since 1977 and remains committed as a very strong member.

CATA had the very first millage in 1981 --- that first millage based on a % of miles driven in each governmental unit of CATA but a state law was challenged and won in a school millage case so in 1983, CATA had to then go back to the voters with a "uniform" base amount --- same amount throughout all of CATA --- and that is how we have done it ever since.

In 1983, the Authority hired Clare Loudenslager as the Executive Director. He served until June of 1984.

I began serving as Interim Director at that time.

In January, 1985, I was awarded the permanent position and have had the job ever since.

I have been an employee of CATA since February, 1974.

-----  
Some ridership numbers that might be of interest to you are as follows:

Shopping bus made 90 trips in and out of Delhi Township from 10/1/08 to 8/31/09 carrying many senior citizens on each trip to shopping locations in the area each week.

We made 14,580 trips from Delhi Rediride, CATA Rural Service and Spec Tran in Delhi Township .





DELHI CHARTER TOWNSHIP  
MEMORANDUM

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**FROM:** Evan Hope, Township Clerk

**TO:** John Elsinga, Township Manager  
Delhi Township Board of Trustees

**DATE:** November 12, 2009

**RE: Proposed Schedule of 2010 Township Board Meetings**

---

Enclosed for your review is a proposed schedule of the 2010 Township Board of Trustees meetings. Meetings follow the traditional schedule of the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month, with a few exceptions as noted.

In the past, we have scheduled only one meeting in the month of January due to the lack of agenda items early in the year. The Michigan Townships Association Education Conference is scheduled for the last week of January; therefore, I'm proposing only having one meeting in the month of February.

Due to the May, August and November elections, I am proposing cancelling the meetings that fall on these dates.

If the Township Board concurs, I offer the following motion:

**RECOMMENDED MOTION:**

**TO APPROVE THE YEAR 2010 SCHEDULE OF DELHI CHARTER TOWNSHIP BOARD OF TRUSTEES MEETING DATES.**

**DELHI CHARTER TOWNSHIP**  
**Community Services Center, 2074 Aurelius Road**  
**Holt, MI 48842-6320**  
**(517) 694-2135**

**NOTICE IS HEREBY GIVEN** that the Township Board of said Township at a regular meeting held on Tuesday, October 6, 2009 adopted the Year 2010 schedule of meetings of the Township Board. The regular meetings are scheduled for the first and third Tuesday of the month, unless otherwise noted, at 7:30 p.m. in the Multipurpose Room at the Community Services Center located at 2074 Aurelius Road, Holt, MI 48842 unless otherwise noted.

**YEAR 2010 DELHI CHARTER TOWNSHIP BOARD - REGULAR MEETING DATES**

January 19	July 20
February 16	August 17
March 2	September 7
March 16	September 14 (8:00 a.m.-4:00 p.m. – Budget Workshop)
April 6	September 21
April 20	October 5
May 18	October 19
June 1	November 16
June 2 (Wed. 8:00 a.m.-6:00 p.m. – Dept. Head Goals, Objectives & 2011 CIP)	December 7
June 8 (6:00 p.m.-9:00 p.m. – Board Goals & Objectives)	December 21
June 15	
July 6	

**TOWNSHIP BOARD COMMITTEE OF THE WHOLE MEETINGS**

Committee of the Whole meetings are held prior to the scheduled regular Board of Trustee meetings (with the exception of the Budget Workshop meeting) at 6:30 p.m., in the Multipurpose Room of the Community Services Center located at 2074 Aurelius Road, Holt, MI 48842 unless otherwise noted.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act (ADA). In the event of a special meeting, rescheduled meeting, or cancellation of a regularly scheduled meeting, a notice of the same will be posted at the Community Services Center at least 18 hours prior to the time of the meeting or cancellation of the regular meeting. Delhi Charter Township will provide reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon two (2) working days notice to the Township. Individuals with disabilities requiring aids or services should contact Delhi Charter Township in writing or by calling the Township Clerk's Office at (517) 694-2135.

**EVAN HOPE, TOWNSHIP CLERK**

## DELHI CHARTER TOWNSHIP

**M E M O R A N D U M**

**TO:** Delhi Township Board Members  
**FROM:** John B. Elsinga, Township Manager  
**DATE:** November 13, 2009  
**RE:** 2010 Holiday Schedule

---

Attached is a proposed holiday schedule for Delhi Township for the year 2010. Delhi Township observes twelve (12) holidays per year as a paid holiday for full-time employees, in which all Township offices are closed to the public. These holidays are:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| 1. New Year's Day               | 7. Labor Day                      |
| 2. Martin Luther King Jr.'s Day | 8. Veterans' Day                  |
| 3. President's Day              | 9. Thanksgiving Day               |
| 4. Good Friday                  | 10. Friday after Thanksgiving Day |
| 5. Memorial Day                 | 11. Christmas Eve Day             |
| 6. Independence Day             | 12. Christmas Day                 |

If the Board concurs with the proposed schedule, I offer the following motion:

**RECOMMENDED MOTION:**

**To adopt the 2010 Holiday Schedule for Delhi Charter Township.**

**Delhi Charter Township**

**2010 HOLIDAY SCHEDULE**

<b>New Year's Day</b>	<b>Friday, January 1, 2010</b>
<b>Martin Luther King Jr.'s Day</b>	<b>Monday, January 18, 2010</b>
<b>President's Day</b>	<b>Monday, February 15, 2010</b>
<b>Good Friday</b>	<b>Friday, April 2, 2010</b>
<b>Memorial Day</b>	<b>Monday, May 31, 2010</b>
<b>Independence Day</b>	<b>Monday, July 5, 2010</b>
<b>Labor Day</b>	<b>Monday, September 6, 2010</b>
<b>Veterans' Day</b>	<b>Thursday, November 11, 2010</b>
<b>Thanksgiving</b>	<b>Thursday &amp; Friday, November 25 and 26, 2010</b>
<b>Christmas</b>	<b>Thursday &amp; Friday, December 23 and 24, 2010</b>

DELHI CHARTER TOWNSHIP

MEMORANDUM

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** November 10, 2009

**RE:** Resolution No. 2009-039 – Set Public Hearing on the Application for Industrial Facilities Exemption Certificate – Fibertec, Inc.

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Enclosed for your review and approval is Resolution No. 2009-039 which sets a public hearing on the application for Industrial Facilities Exemption Certificate (IFT) for Fibertec, Inc.

This facility is located in an Industrial Development District located at 1914 Holloway Drive which was created by the Township Board in 2002. The application is for \$300,000 in new personal property.

This Resolution would set a public hearing for December 15, 2009 at 8:00 p.m. to provide the public an opportunity to comment on the proposed IFT Abatement and directs the Township Clerk to notify the legislative body of each taxing unit that levies property taxes within Delhi Township that they shall have an opportunity for hearing on the application (Exhibit A).

Therefore, I recommend approval of Resolution No. 2009-039 setting a public hearing for the application for Industrial Facilities Exemption Certificate for Fibertec, Inc.

**RECOMMENDED MOTION:**

**To adopt Resolution No. 2009-039 which sets a public hearing on the Application for Industrial Facilities Exemption Certificate by Fibertec, Inc. for December 15, 2009 at 8:00 p.m.**



## **MEMORANDUM**

TO: John B. Elsinga, Township Manager

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

DATE: Tuesday, November 10, 2009

RE: IFT#09-04 – Fibertec, Inc. (1914 Holloway Drive)

On November 9<sup>th</sup> Fibertec, Inc. filed an application for tax abatement under Public Act 198 of 1974 with the Township. The company is located at 1914 Holloway Drive, and includes an environmental testing laboratory and corporate headquarters. More information about the company can be found on their website at: [www.fibertec.us](http://www.fibertec.us)

The company plans to acquire \$300,000 in new Personal Property over the next two years (i.e. the “construction period”). The company is requesting tax abatement for a full 12 years, plus two for construction, which is the standard length of abatements.

The Industrial Development District (IDD) was created in April, 2002 by Board Resolution 2002-021. Therefore, there is no need to go through an initial step of creating the district at this time. We will need to hold a public hearing on the IFT application prior to taking action. I’ve attached a resolution which would set this hearing for the December 15<sup>th</sup> meeting.

If you have any questions or need any additional information, please do not hesitate to ask. Otherwise I respectfully request that you forward the attached information, along with your concurrence, to the Township Board for their consideration and action on November 17th. Thank you.

**DELHI CHARTER TOWNSHIP**  
**RESOLUTION NO. 2009-039**

A Resolution to Set a Public Hearing on the  
Application for Industrial Facilities Exemption  
Certificate by Dart Container of Michigan, LLC

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 17<sup>TH</sup> day of November, 2009, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by\_\_\_\_\_.

**WHEREAS**, on April 2, 2002, the Township Board, pursuant to 1974 PA 198, as amended, (the "Act") created an Industrial Development District comprised of approximately 49.34 acres of real property described in Exhibit A of Resolution No. 2002-021 (the "District"), and

**WHEREAS**, the Township received an Application for Industrial Facilities Exemption Certificate (the "IFT application") from Fibertec, Inc. (the "Applicant") on November 9, 2009, pertaining to property within the District, and

**WHEREAS**, pursuant to Section 5 of the Act, the Township Clerk is required cause notification, in writing, to be provided to the Township Assessor and the legislative body of each taxing unit that levies ad valorem property taxes within the Township regarding the receipt of the IFT Application, and

**WHEREAS**, before acting upon the IFT Application, the Township Board shall afford the Applicant, the Township Assessor, the affected taxing units and others an opportunity to be heard regarding the IFT Application;

**NOW, THEREFORE, BE IT RESOLVED;**

1. The Township Board shall conduct a hearing regarding the request for an Industrial Facilities Exemption Certificate by the Applicant on the 15<sup>th</sup> day of December, 2009, at 8:00 p.m.

- 2. The Township Clerk is hereby directed to cause the notification of the Applicant, the Township Assessor, and the legislative body of each taxing unit that levies ad valorem property taxes within Delhi Charter Township about the IFT Application and advise them that they shall be afforded an opportunity for a hearing on the Application at the above specified time. Notice of such hearing shall be substantially in the form of Exhibit A.
- 3. All prior Resolutions or parts of Resolutions previously adopted that are inconsistent with this Resolution are hereby rescinded.

AYES:

NAYS:

The foregoing Resolution declared adopted on the date written above.

\_\_\_\_\_  
Evan Hope, Township Clerk

**STATE OF MICHIGAN)**  
**)ss**  
**COUNTY OF INGHAM)**

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 17<sup>th</sup> day of November, 2009.

**IN WITNESS THEREOF**, I have hereunto affixed my official signature this \_\_\_\_\_ day of November, 2009.

\_\_\_\_\_  
Evan Hope, Township Clerk

**EXHIBIT A**

DELHI CHARTER TOWNSHIP

NOTICE OF HEARING

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE  
BY FIBERTEC, INC.  
TO THE DELHI TOWNSHIP ASSESSOR AND THE LEGISLATIVE BODY OF EACH  
TAXING UNIT THAT LEVIES AD VALOREM PROPERTY TAXES WITHIN THE  
TOWNSHIP:

FIBERTEC, INC.  
DELHI TOWNSHIP ASSESSOR  
CATA  
CAPITAL AREA DISTRICT LIBRARY  
CAPITAL CITY AIRPORT AUTHORITY  
HOLT BOARD OF EDUCATION  
INGHAM COUNTY BOARD OF COMMISSIONERS  
INGHAM INTERMEDIATE SCHOOL BOARD  
LANSING COMMUNITY COLLEGE BOARD OF TRUSTEES  
STATE TAX COMMISSION

PLEASE TAKE NOTICE, that on November 9, 2009, Delhi Charter Township received an Application for Industrial Facilities Exemption Certificate from Fibertec, Inc. A copy of the Application without exhibits and appendices is attached for your information and review. A complete copy of the Application and attachments may be obtained upon request from the Delhi Township Community Development Department by calling 517-694-8281 or by e-mail at: [tracy.miller@delhitownship.com](mailto:tracy.miller@delhitownship.com).

PLEASE TAKE FURTHER NOTICE, that the Township Board of Delhi Charter Township shall afford an opportunity for hearing on the referenced Application on the 15<sup>th</sup> day of December, 2009, at 8:00 p.m., held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan, in the Charter Township of Delhi, Ingham County.

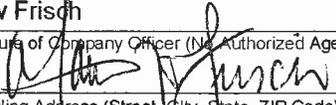
Evan Hope, Township Clerk



**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Keleigh Halmich</b>	13b. Telephone Number <b>(517) 699-0345</b>	13c. Fax Number <b>(517) 268-6601</b>	13d. E-mail Address <b>khalmich@fibertec.us</b>
14a. Name of Contact Person <b>Keleigh Halmich</b>	14b. Telephone Number <b>(517) 699-0345</b>	14c. Fax Number <b>(517) 268-6601</b>	14d. E-mail Address <b>khalmich@fibertec.us</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Matthew Frisch</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(517) 699-0382</b>	15d. Date <b>11/9/09</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>1914 Holloway Dr., Holt, MI 48842</b>		15f. Telephone Number <b>(517) 699-0345</b>	15g. E-mail Address <b>mfrisch@fibertec.us</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

<b>STC USE ONLY</b>				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

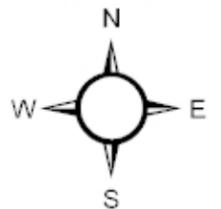
MACHINERY AND EQUIPMENT ACQUISITIONS

AT  
 FIBERTEC, INC.  
 1914 HOLLOWAY DRIVE  
 HOLT, MICHIGAN

Description	Type	Expected Acquisition Date	Expected Cost
Agilent 7890A GC	Testing Equipment	11/10/2009	30,000
2-Agilent 7893A Autosamplers	Testing Equipment	11/10/2009	10,000
Perkin Elmer GC/MS	Testing Equipment	1/15/2010	65,000
Computer Equipment	Computer Equipment	1/15/2010	5,000
Millstone Microwave	Testing Equipment	5/1/2010	40,000
Entech Autosampler	Testing Equipment	10/1/2010	50,000
Cetac Mercury Analyzer	Testing Equipment	1/1/2011	20,000
Available Cyanide Analyzer	Testing Equipment	4/1/2011	35,000
EST Autosampler	Testing Equipment	7/1/2011	30,000
ESI Autosampler	Testing Equipment	11/1/2011	15,000
			<u>300,000</u>



**Fibertec, Inc. - IFT#09-04**  
**1914 Holloway Drive**



MEMORANDUM

**TO:** Delhi Township Board Members  
**FROM:** John Elsinga, Township Manager  
**DATE:** November 12, 2009  
**RE:** Blue Cross Blue Shield High Deductible Health Plan (BCBS-HDHP) Renewal

---

We are in receipt of our BCBS-HDHP Renewal for the 2010 calendar year. This renewal represents a premium reduction of approximately 1.6% with no change in plan design or benefit coverage. The premiums for renewal of this Plan are as follows:

	Monthly Premium 2009	Monthly Premium 2010
Single	\$306.56	\$301.77
2-Party	\$689.76	\$678.98
Family	\$827.73	\$814.82

In 2008, the Township funded the annual deductible of \$2,000/single and \$4,000/family through contributions to the employee’s Health Savings Account (HSA).

In 2009, the Township funded the annual deductible with a slight decrease to the family deductible of \$400. Employer contributions were \$2,000/single and \$3,600/family.

In 2010, I am proposing that the Township once again fund the annual deductible with a decrease to the family deductible of \$400. Employer contributions would be \$2,000/single and \$3,200/family. At its inception in 2008, our five (5) year plan is to decrease Employer contributions by \$400 each year until the family deductible levels out at \$2,000 to match the single contribution of \$2,000.

Employer contributions are deposited into employee accounts on a quarterly basis in order to minimize the Township’s financial exposure. Quarterly contributions are made in January, April, July and October.

Employer contributions along with a 10% increase in premiums were included in our 2010 proposed budgets. If the Township Board concurs with this renewal, I offer the following:

**RECOMMENDED MOTION:**

**To approve the Blue Cross Blue Shield High Deductible Health Plan Renewal for 2010, and to fund the deductible through the Health Savings Account (HSA) for eligible employees in the amount of \$2,000/single and \$3,200/2-party/family to be funded on a quarterly basis in January, April, July and October 2010.**

**M E M O R A N D U M**

**TO:** Delhi Township Board Members

**FROM:** John Elsinga, Township Manager

**DATE:** November 12, 2009

**RE:** Delta Dental Benefit Plan Renewal

We are in receipt of our Delta Dental Benefit Plan Renewal for the 2010 calendar year. This renewal represents a 3.4% rate increase with no change in plan design or benefit coverage. The premiums for renewal of this Plan are as follows:

	Monthly Premium 2009	Monthly Premium 2010
Single	\$41.36	\$42.77
2-Party	77.53	80.17
Family	128.70	133.08

Our Delta Dental Plan provides Class I benefits covered at 100%, Class II benefits covered at 80%, Class III benefits covered at 50%, with a maximum benefit per person per plan year of \$900.

Providing dental coverage through Delta Dental to Township employees offers many advantages, the first of which is that dentists have agreed to a pre-arranged negotiated rate for services provided. In addition, dentists agree not to balance bill insureds and will submit claims directly to Delta Dental on the insured's behalf. Finally, Delta Dental has negotiated reduced fees for services. This quality of service by both Delta Dental and their affiliate dentists has provided a high level of satisfaction for both the employee and the Township for the past two decades.

Based upon the above and the reasonable rate increase of 3.4%, I recommend that the Township Board approve the renewal with Delta Dental with no change in benefit coverage.

**RECOMMENDED MOTION:**

**To approve the insurance renewal with Delta Dental Plan of Michigan for 2010, with no change in benefit coverage for employee dental care.**

DELHI CHARTER TOWNSHIP  
**M E M O R A N D U M**

ATTACHMENT IX

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** November 4, 2009

**RE:** Resolution No. 2009-038 to Adopt a Retirement Health Savings (RHS) Plan

---

Enclosed for your review and consideration is Resolution No. 2009-038 to adopt the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Plan for funding retiree health care benefits.

The VantageCare Retirement Health Savings (RHS) Plan is an employer-sponsored health benefit savings vehicle that allows employees to accumulate assets to pay for medical expenses (i.e., health insurance, co-pays, prescription expenses, etc.) at retirement. The Plan allows an employee to invest dollars on a pre-tax basis in the Vantagepoint Mutual Funds. All earnings grow tax-deferred, and withdrawals used to pay for qualified medical benefits for participants, their spouses and/or dependents are tax-free.

This Plan will be provided to full-time employees hired on January 1, 2010 and beyond in-lieu-of the Township's current "Retirement Insurance Benefits Plan" adopted by the Board in 1999, which is subject to GASB reporting requirements for Other Post Employment Benefits (OPEB). The Township is currently prefunding this liability through the ICMA Employer Investment Program adopted by the Board in 2008. The proposed RHS Plan eliminates our OPEB liability for those employees hired on or after January 1, 2010. In addition, the contributions made to the RHS Plan by the employer and the employee are exempt from FICA taxation, saving the Township up to 7.65% of the amount contributed.

An Adoption Agreement, Declaration of Trust, and Administrative Services Agreement between Delhi Township and ICMA Retirement Corporation is also enclosed for your approval. The Adoption Agreement details employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions and the types of benefits that will be funded by the RHS Trust. The Declaration of Trust/Integral Part Trust is a model trust made available by the ICMA Retirement Corporation and has received IRS approval, which affirms the trust vehicle's tax-exempt status. The Administrative Services Agreement outlines the responsibilities and functions necessary to facilitate the investment administration of the account assets.

**RECOMMENDED MOTION:**

**To adopt Resolution No. 2009-038, which adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Plan for funding Delhi Township retiree health care benefits and to approve the Adoption Agreement, Declaration of Trust of the Charter Township of Delhi Integral Part Trust in the form of the model trust made available by the ICMA Retirement Corporation and to further approve the Administrative Services Agreement between the parties for the administration of the same.**

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2009-038**

**A RESOLUTION to adopt the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Plan for funding retiree health care benefits.**

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 17<sup>th</sup> day of November 2009 at 7:30 o'clock p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_.

**WHEREAS**, the Employer has employees rendering valuable services; and

**WHEREAS**, the Employer has determined that the provision of retiree health care benefits for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the Employer has determined that the establishment of the retiree health saving plan (the "Plan") serves the above objectives;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Employer hereby adopts the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings (RHS) Program.

**BE IT FURTHER RESOLVED THAT** the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the Charter Township of Delhi Integral Part Trust in the form of the model trust made available by the ICMA Retirement Corporation.

**BE IT FURTHER RESOLVED THAT** the Assistant Township Manager of Human Resources shall be the coordinator and contact for the Plan and shall receive the necessary reports, notices, etc. on behalf of the Employer.

AYES:

ABSENT:

The foregoing Resolution declared adopted on the date written above.

Evan Hope, Township Clerk

**STATE OF MICHIGAN)**

)ss

**COUNTY OF INGHAM)**

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the \_\_\_\_\_ day of November 2009.

**IN WITNESS THEREOF**, I have hereunto affixed my official signature this \_\_\_\_\_ day of November 2009.

Evan Hope, Township Clerk

**EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN  
ADOPTION AGREEMENT**

Plan Number: 8 803105 Check one:  New Plan  Amendment to Existing Plan

Employer Retirement Health Savings Plan Name:

I. **Employer Name:** Delhi Charter Township State: Michigan

II. **The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.**

III. **Effective Date of the Plan:** January 1, 2010

IV. **The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:** Delhi Charter Township Retirement Health Savings Plan

V. **Eligible Groups, Participation and Participant Eligibility Requirements**

A. **Eligible Groups**

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- All Employees
- All Full-Time Employees hired on or after January 1, 2010
- Non-Union Employees
- Public Safety Employees – Police
- Public Safety Employees – Firefighters
- General Employees
- Collectively-Bargained Employees (Specify unit(s)) \_\_\_\_\_
- Other (specify group(s)) \_\_\_\_\_

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. **Participation**

**Mandatory Participation:** All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. **Participant Eligibility Requirements**

1. Minimum service: The minimum period of service required for participation is 3 mos. (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is 18 (write N/A if no minimum age is required).

**VI. Contribution Sources and Amounts**

**A. Definition of Earnings**

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: N/A

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**B. Direct Employer Contributions and Mandatory Contributions**

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- \_\_\_\_\_ % of Earnings
  - \$ 1,250 each Plan Year
  - A discretionary amount to be determined each Plan Year
  - Other (describe): \_\_\_\_\_
- 

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- Reduction in Salary - \_\_\_\_\_ % of Earnings or \$ 1,250 will be contributed for the Plan Year.
- Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- Accrued Sick Leave \_\_\_\_\_
  - Accrued Vacation Leave \_\_\_\_\_
  - Other (specify type of leave) Accrued \_\_\_\_\_ Leave
- 

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

**C. Limits on Total Contributions** (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- \_\_\_\_\_ % of earnings\*
- \*Definition of earnings:     Same as Section VI.A..     Other
- \$ \_\_\_\_\_ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

**VII. Vesting for Direct Employer Contributions**

**A. Vesting Schedule** (check one box)

- The account is 100% vested at all times.
- The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**B. The account will become 100% vested upon the death, disability, retirement\*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

\*Definition of retirement (check one box):

- Retirement as defined in the primary retirement plan of the Employer
- Separation from service
- Other A combination of age and years of service totaling 80 points.

**C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

**VIII. Forfeiture Provisions**

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

- Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).
- Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.
- Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.
- Revert to the Employer.

**IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan**

**A. A Participant is eligible to receive benefits:**

- At retirement only (also complete Section B.)  
Definition of retirement:
  - Same as Section VII.B.
  - Other A combination of age and years of service totaling 80 points.
  
- At separation from service with the following restrictions
  - No restrictions
  - Other \_\_\_\_\_
  
- At age \_\_\_\_\_ only
- At retirement and age \_\_\_\_\_ (also complete section B)  
Definition of retirement:
  - Same as Section VII.B.
  - Other \_\_\_\_\_
  
- At retirement or age \_\_\_\_\_  
Definition of retirement:
  - Same as Section VII.B.
  - Other \_\_\_\_\_
  
- Other, specified as follows (also complete Section B if applicable): \_\_\_\_\_

**B. Termination prior to general benefit eligibility: In the case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits: N/A**

- Immediately upon separation from service.
- At age \_\_\_\_\_ .

**C. A Participant that becomes totally and permanently disabled N/A**

- as defined by the Social Security Administration
- as defined by the Employer's primary retirement plan
- other \_\_\_\_\_

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

**D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**

## X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- All Medical Expenses eligible under IRC Section 213\* other than direct long-term care expenses, and including non-prescription medications allowed under IRS guidance.
- The following Medical Expenses (select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan):
  - Medical Insurance Premiums
  - Medical Out-of-Pocket Expenses\*
  - Medicare Part B Insurance Premiums
  - Medicare Part D Insurance Premiums
  - Medicare Supplemental Insurance Premiums
  - Prescription Drug Insurance Premiums
  - COBRA Insurance Premiums
  - Dental Insurance Premiums
  - Dental Out-of-Pocket Expenses\*
  - Vision Insurance Premiums
  - Vision Out-of-Pocket Expenses\*
  - Qualified Long-Term Care Insurance Premiums
  - Non-Prescription medications allowed under IRS guidance\*
  - Other qualifying medical expenses (describe)\*

\* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

## XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

### A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund\* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

*\* Please read the current Vantagepoint Mutual Funds prospectus carefully prior to investing. An investment in this fund is neither insured nor guaranteed and there can be no assurance that the Fund will be able to maintain a stable net asset value of \$1.00 per share. Vantagepoint Mutual Funds are distributed by ICMA-RC Services, LLC, a wholly-owned broker-dealer affiliate of ICMA Retirement Corporation. Member FINRA/SIPC.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

**B. No Surviving Spouse or Surviving Dependents**

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

**XII. The Plan will operate according to the following provisions:**

**A. Employer Responsibilities**

- 1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
- 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.

**B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

**C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to an third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

**D.** An eligible dependent is the Participant's lawful spouse and any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

**E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

**XIII. Employer Acknowledgements**

**A.** The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

**B.**  Check this box if you are including supporting documents that include plan provisions.

**EMPLOYER SIGNATURE**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

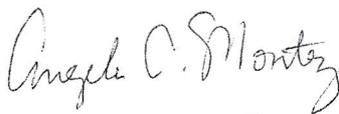
**Title:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Accepted: VANTAGEPOINT TRANSFER AGENTS, LLC



Assistant Secretary, ICMA-RC



# DECLARATION OF TRUST OF THE

DELHI CHARTER TOWNSHIP

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NAME OF EMPLOYER

# INTEGRAL PART TRUST

**DECLARATION OF TRUST OF THE  
NAME OF EMPLOYER  
INTEGRAL PART TRUST**

Declaration of Trust made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, \_\_\_\_\_ a \_\_\_\_\_  
(Name of Employer) (State) (Type of Entity)  
(hereinafter referred to as the "Employer") and \_\_\_\_\_ or its designee (hereinafter referred to as the "Trustee").  
(Name or Title of Trustee)

**RECITALS**

WHEREAS, the Employer is a political subdivision of the State of \_\_\_\_\_ exempt from  
(State)  
federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the

Declaration of Trust of the \_\_\_\_\_ Integral Part Trust (hereinafter referred to as the  
(Name of Employer)  
"Trust"), and agree that the following constitute the Declaration of Trust (hereinafter referred to as the "Declaration"):

## ARTICLE I

### Definitions

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) **“Account”** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
- (b) **“Administrator”** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
- (c) **“Beneficiary”** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant’s death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must, under the terms of the Plan, be returned to the Trust.
- (d) **“Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- (e) **“Dependent”** means an individual who is a person described in Code Section 152(a).
- (f) **“Investment Fund”** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (g) **“Nonforfeitable Interest”** means the interest of the Participant or the Participant’s Spouse and Dependent (whichever is applicable) in the percentage of Participant’s Employer’s contribution which has vested pursuant to the vesting schedule specified in the Employer’s Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant’s own contributions.
- (h) **“Spouse”** means the Participant’s lawful spouse as determined under the laws of the state in which the Participant has his primary place of residence.
- (i) **“Trust”** means the trust established by this Declaration.
- (j) **“Trustee”** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

## ARTICLE II

### Establishment of Trust

2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

## ARTICLE III

### Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of \_\_\_\_\_.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

## ARTICLE IV

### Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may provide benefits by cash payment. This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This trust may reimburse the Employer, or the Administrator for insurance premiums.

## ARTICLE V

### General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

## ARTICLE VI

### Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein) the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
  - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
  - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
  - (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever

situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.

- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.
- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

## ARTICLE VII

### Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.

- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

## ARTICLE VIII

### Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

## ARTICLE IX

### Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration

of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

## **ARTICLE X**

### **Accounting**

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

## **ARTICLE XI**

### **Miscellaneous Provisions**

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

## **ARTICLE XII**

### **Amendment and Termination**

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

## **ARTICLE XIII**

### **Successor Trustees**

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.

13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.

13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

**ARTICLE XIV**

**Limited Effect of Plan and Trust**

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

**ARTICLE XV**

**Protective Clause**

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

**EMPLOYER:**

By: \_\_\_\_\_ Title: \_\_\_\_\_

**TRUSTEE(S):**

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ADMINISTRATIVE SERVICES AGREEMENT**

**Type: VantageCare RHS**

**Account Number: 803105**

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the Delhi Charter Township ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Michigan with an office at 2074 Aurelius Road, Holt, Michigan 48842.

**RECITALS**

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

**AGREEMENTS**

1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed,

- income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
  - (d) communication to participants of information regarding their rights and elections under the Plan;
  - (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
  - (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participant ages, addresses, beneficiaries and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, dependent, or beneficiary that is furnished by such participant, dependent, or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

3. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

Employer represents and warrants to ICMA-RC that:

- (c) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under

this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (d) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.
- (e) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state/local requirements.
- (f) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.

ICMA-RC has procedures in place to safeguard the protected health information of RHS plan participants.

#### 4. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a former spouse, spouse or child pursuant to a medical child support order is appropriate.

#### 5. Compensation and Payment

- (a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.
  - (i) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of \$25,000 or more:

An annual asset fee of 0.30% (30 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

In addition to the annual asset fee, a \$25 annual account fee will be charged

quarterly to each Accountholder's account.

- (ii) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of less than \$25,000, or Employer who does not currently have a retirement plan with ICMA-RC:

An annual asset fee of 0.40% (40 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

When the average participant account balance of the Employer's §401 and §457 retirement plans with ICMA-RC totals \$25,000 or more (based on the balances in the Employer's retirement plans on the last day of the previous quarter), the pricing detailed in paragraph 5.a. shall apply beginning in the subsequent quarter.

In addition to the annual asset fee, a \$ 25 annual account fee will be charged quarterly to each Accountholder's account.

- (iii) Account administration fees are subject to change with appropriate prior notification.
- (b) Compensation for Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus.

6. Custody

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

7. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

8. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

9. Amendments and Adjustments

- (a) This Agreement may not be amended except by written instrument signed by the parties.
- (b) The parties agree that an adjustment to compensation or administrative and operational services under this Agreement may only be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

10. Notices

All notices required to be delivered under Section 9 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

11. Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

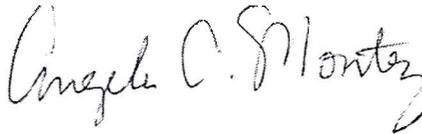
DELHI CHARTER TOWNSHIP

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

INTERNATIONAL CITY/COUNTY  
MANAGEMENT ASSOCIATION RETIREMENT  
CORPORATION



By \_\_\_\_\_

Angela C. Montez

Assistant Corporate Secretary