

NORTHFIELD TOWNSHIP BOARD AGENDA
December 8, 2015 - - 7:00 PM
8350 Main Street, 2nd Floor

CALL TO ORDER

PLEDGE/INVOCATION

ROLL CALL

CONSENT AGENDA: Minutes, Bills

ADOPT BALANCE OF AGENDA

CALL TO THE PUBLIC

CORRESPONDENCE AND ANNOUNCEMENTS

REPORTS/UPDATES

- Department Head Reports
- ZBA Report
- Planning Commission Report
- Parks and Rec Report
- Financial Report
- Township Manager's Report

AGENDA ITEMS

1. Time reserved for Public Comment Regarding Township Intent to Issue Bonds for Whitmore Lake Road Special Assessment District
2. Resolution 15-534: Issuance of 2016 Special Assessment Bonds
3. Resolution 15-535: Restatement of Non-ERISA Retirement Plan
4. 2016 Board Meeting Schedule
5. 2016 Holiday Schedule

2nd CALL TO THE PUBLIC

BOARD MEMBER COMMENTS

ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

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) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

NORTHFIELD TOWNSHIP

Township Board

Minutes

November 10, 2015

CALL TO ORDER

The meeting was called to order at 7:04 P.M. by Supervisor Engstrom at 8350 Main Street.

PLEDGE

Supervisor Engstrom led those present in the Pledge of Allegiance.

ROLL CALL

Marilyn Engstrom, Supervisor	Present
Angela Westover, Clerk	Present
Kathy Braun, Treasurer	Present
Janet Chick, Trustee	Present
Wayne Dockett, Trustee	Present [left at 8:32 P.M.]
Jacki Otto, Trustee	Present
Tracy Thomas, Trustee	Present

Also present:

Township Manager Howard Fink
Wastewater Treatment Plant Superintendent Tim Hardesty
Public Safety Director William Wagner
Community Center Director Tammy Averill
Township Attorney Paul Burns
Township Engineer Brian Rubel, Tetra Tech
Bond Counsel Ryan Bendzinski, Bendzinski & Co.
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- **Minutes**
- **Bills**

- **Motion:** Engstrom moved, Chick supported, that the items in the consent agenda be adopted as presented.
Motion carried 7—0 on a voice vote.

ADOPT BALANCE OF AGENDA

Engstrom add "Shell Station Outstanding Sewer Bills" as Item 6 under Agenda Items.

- **Motion:** Engstrom moved, Otto supported, that the balance of the agenda be adopted as presented.
Motion carried 7—0 on a voice vote.

FIRST CALL TO THE PUBLIC

Mary Devlin, 9211 Brookside, made suggestions for improvements to the Township and asked about potential commercial developments. David Gordon, 5558 Hellner Road, asked about the fiscal advisability of and the public notice regarding the public hearing item and asked for answers to written questions he submitted in October.

CORRESPONDENCE AND ANNOUNCEMENTS

None.

REPORTS

Department Heads

Police and Fire. Wagner answered questions from Dockett and Chick.

- **Motion:** Engstrom moved, Chick supported, to approve the hiring of Charles Baderon, Firefighter Trainee, contingent upon passing of a physical and background check.

Motion carried 7—0 on a voice vote.

Wastewater Treatment Plant. Hardesty answered a question about a recent emergency sewer repair.

Senior Center. Averill answered a question about the Halloween Party.

Other

Financial. No questions.

Township Manager. No questions.

Zoning Board of Appeals. No meeting held since the last Board meeting.

Planning Commission. Chick reported that the Commission passed a motion to send a letter to Biltmore Development.

Parks and Recreation. Thomas reported that the Parks & Recreation Master Plan has been issued.

PUBLIC HEARING

1.

Whitmore Lake Special Assessment District: Assessment Roll

- **Motion:** Engstrom moved, Thomas supported, that the public hearing be opened.
Motion carried 7—0 on a voice vote.

Brian Rubel, Tetra Tech, presented information about the location, history, design, engineering issues, construction bids, and costs related to the proposed district, noting that costs have turned out to be lower than expected. He answered a question from a property owner about connection fees.

Ryan Bendzinski, Bendzinski & Co., explained how bonds will be sold for this project, projecting that they will be sold at 4%.

Scott Munzel, representing Udo Huff and Sherry Wagar, owners of 6431 and 6475 Whitmore Lake Road, said they object to the assessment, stating that the cost assessed for their properties will be disproportionate to the value

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
October 10, 2015**

received. He said they are asking that their assessment be reduced to equal the minimal increase in value to their property and that they not be required to connect to the sewer.

Dale Brewer, real estate broker, representing owners of two parcels in the district, and Richard Bradburn, owner of 10 acres in the district, spoke in favor of the district.

David Gordon, 5558 Hellner Road, asked whether the Biltmore Development influenced setting of the southern border of the district and how much money is in the special assessment account. He expressed concern about future sewer expansions and being responsible for the bond payments as Township resident.

Craig Warburton, 450 West Joy Road, questioned whether there is sufficient sewer capacity or a need for this project and whether creation of the district is related to the Biltmore proposal, and expressed concern about the cost.

Tamara Bollman, 6404 Whitmore Lake Road, spoke in favor of the district.

Dockett commented on the inclusion of a contingency fund. Braun recalled that this district was formed by a petition of property owners prior to the election of the current Board and before the Biltmore development was proposed. Rubel confirmed that the design of this district was not influenced by the Biltmore Development and will insignificantly affect available sewer plant capacity.

Engstrom said she would like to discuss further the requirement for existing homes to connect to the sewer.

- **Motion:** Engstrom moved, Otto supported, that the public hearing be closed.
Motion carried 7—0 on a voice vote.

AGENDA ITEMS

1.

Resolution 15-533:

Special Assessment District Assessment Roll

- **Motion:** Engstrom moved, Chick supported, to approve the Special Assessment Resolution #4 for the Township of Northfield, County of Washtenaw, State of Michigan, to spread the assessment roll for the Whitmore Lake Sewer Special Assessment District.
Motion carried 7—0 on a roll call vote.
Resolution adopted.

2.

**Downtown Development Authority (DDA)
Appointments**

- **Motion:** Engstrom moved, Braun supported, to appoint Soamer Jamil to the DDA for a term ending May 31, 2018. **Motion carried 7—0 on a voice vote.**
- **Motion:** Engstrom moved, Chick supported, to appoint Dave Ely to the DDA for a term ending May 31, 2019. **Motion carried 7—0 on a voice vote.**

- **Motion:** Engstrom moved, Otto supported, to appoint Doug Wilbur to the DDA for a term ending May 31, 2019.

Dockett said he would not support this because Wilbur owes the Township several thousand dollars in personal property taxes. He requested a roll call vote.

Motion carried 6—1 on a roll call vote, Dockett opposed.

3.

**Vigilant Solutions Data Access System
for Police Department**

Public Safety Director Wagner said this is a law enforcement database, and the Township's portion of the \$7,500 cost will be \$2,500 for this year.

- **Motion:** Otto moved, Westover supported, to approve the purchase of the Vigilant Solutions license plate recognition software for the sum of \$7,500.
Motion carried 7—0 on a voice vote.

4.

**Hiring of Front Desk Clerk:
Dawn Samfillippo**

- **Motion:** Otto moved, Engstrom supported, to accept the hiring of Dawn Samfillippo as the Front Desk Clerk starting November 12, 2015.
Motion carried 7—0 on a voice vote.

5.

Staff Performance Raises

- **Motion:** Engstrom moved, Chick supported, to approve the staff raises as presented by Fink in his memo dated 11/6/15 and to affirm the raises already budgeted. **Motion carried 6—1 on a voice vote, Dockett opposed.**

6.

Shell Station Outstanding Sewer Bills

Burns explained that the attorney for the Shell station maintains there is a two year statute of limitations regarding the unpaid sewer bills, but is still offering to pay approximately half of the amount owed.

- **Motion:** Engstrom moved, Thomas supported, to authorize the finalization of the sewer bill settlement negotiated by Fink with the Shell Station owner for outstanding sewer bills.

Dockett and Otto said maintained the owner should pay all amounts due.

Motion carried 6—1 on a roll call vote, Dockett opposed.

Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
October 10, 2015

SECOND CALL TO THE PUBLIC

Mary Devlin commented on the Shell Station sewer bill settlement. David Gordon asked if anyone in the Township is seeking renters for the second floor of the Public Safety Building.

BOARD MEMBER COMMENTS

Board members:

- Asked that there be discussion at a workshop session about sewer fee collections.
- Noted the public is invited to a US-23 corridor aesthetics comments session on November 12th.

- Briefly discussed the issues and possibilities related to leasing the second floor of the Public Safety Building.

[Docket left at this point].

ADJOURNMENT

- **Motion:** Engstrom moved, Chick supported, that the meeting be adjourned.
Motion carried 6—0 on a voice vote.

The meeting adjourned at 8:36 P.M.

Submitted by Lisa Lemble.

Corrections to the originally issued minutes are indicated as follows:
Wording removed is ~~stricken through~~;
Wording added is underlined.

Approved by the Township Board on _____, 2015.

Angela Westover, Clerk

Official minutes of all meetings are available on the Township's website at
http://www.twp-northfield.org/government/township_board_of_trustees/

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
11/13/2015	MIF	40222	4436 0370 3800 133	PNC BANK	CONTRIBUTIONS - SCC	676	666	61.12
			4436 0370 3800 133		SUPPLIES	727	666	2.99
			4436 0370 3800 133		CC PROGRAMS	815	666	(1.95)
			4436 0370 3800 133		CC PROGRAMS	815	666	447.04
			4436 0370 3800 133		SENIOR NUTRITION	822	666	76.24
			CHECK MIF 40222 TOTAL FOR FU					585.44
11/13/2015	MIF	40223	9097041	QUILL CORP	SUPPLIES	727	265	293.17
11/13/2015	MIF	40224	YOGA OCT 2015	SALLY MARTTILA	CC PROGRAMS	815	666	70.00
11/13/2015	MIF	40227*	349605107	TERMINIX	REPAIRS & MAINTENANCE	930	666	41.00
11/13/2015	MIF	40231	245527	TRI-COUNTY CLEANING SUPPLY C	SUPPLIES	727	666	123.51
11/13/2015	MIF	40233*	508497	VIPERSPACE INC.	REPAIRS & MAINTENANCE	930	265	406.33
11/13/2015	MIF	40241*	5002601975	WELLS FARGO FINANCIAL LEASIN	RENTAL EQUIPMENT	940	265	206.74
11/18/2015	MIF	40242*	822375300	AT&T LONG DISTANCE	COMMUNICATION	850	265	10.05
			822375300		COMMUNICATION	850	265	1,158.66
			CHECK MIF 40242 TOTAL FOR FU					1,168.71
11/18/2015	MIF	40244	AUG/SEPT 2015	JOYCE CANTALINI	CONTRIBUTIONS - SCC	676	666	32.00
			AUG/SEPT 2015		CC PROGRAMS	815	666	64.00
			CHECK MIF 40244 TOTAL FOR FU					96.00
11/18/2015	MIF	40245	OCT 2015	LINDA HARTLEY	CC PROGRAMS	815	666	105.00
11/18/2015	MIF	40246*	670023	NORTHFIELD TOWNSHIP	UTILITIES	920	666	84.00
11/18/2015	MIF	40247	NFTWP1115	RED CARPET TRAVEL CLUB	CC TRIPS	812	666	199.52
11/18/2015	MIF	40249	SERVICE	YVONNE HEALY	CC PROGRAMS	815	666	250.00
11/23/2015	MIF	40252*	IN505638	MICHIGAN OFFICE SOLUTIONS	SUPPLIES	727	265	288.37
11/23/2015	MIF	40253*	007011521-0001	BLUE CROSS BLUE SHIELD OF MI	HOSPITALIZATION	716	253	877.01

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
			007011521-0001		HOSPITALIZATION	716	257	1,536.22
			007011521-0001		HOSPITALIZATION	716	666	602.56
<hr/>								
			CHECK MIF 40253 TOTAL FOR FU					
<hr/>								
11/24/2015	MIF	317(E)*#		PAYROLL				
				SALARIES	701	171		480.76
				SOCIAL SECURITY	715	171		36.78
				SALARIES	701	172		2,961.54
				CLERICAL/DEP /SUPER/ELECTION	704	172		1,041.40
				SOCIAL SECURITY	715	172		524.36
				PENSION	718	172		296.16
				CONTROLLER	722	172		2,851.40
				SALARIES	701	215		480.76
				DEPUTY SALARIES	703	215		1,260.00
				SOCIAL SECURITY	715	215		133.17
				PENSION	718	215		126.00
				SALARIES	701	253		480.76
				DEPUTY SALARIES	703	253		1,664.84
				SOCIAL SECURITY	715	253		154.59
				PENSION	718	253		166.48
				ASST ASSESSOR	709	257		1,440.00
				SOCIAL SECURITY	715	257		110.16
				PENSION	718	257		144.00
				SUPPLIES	727	265		36.47
				SALARIES	701	666		1,478.36
				SALARIES	702	666		304.70
				SOCIAL SECURITY	715	666		133.34
				PENSION	718	666		147.84
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			CHECK MIF 317(E) TOTAL FOR F					
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11/30/2015	MIF	40256	290713	APEX SOFTWARE	SUPPLIES	727	257	515.00
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11/30/2015	MIF	40258*#	1000 0973 9812	CONSUMERS ENERGY	UTILITIES	920	666	49.31
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11/30/2015	MIF	40262*#	2689 463 0005 3	DTE ENERGY	UTILITIES	920	666	58.46
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11/30/2015	MIF	40264*#	0000-7608-3	DTE ENERGY	UTILITIES	920	448	2,835.82
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11/30/2015	MIF	40265*#	8000-9090-0074-433	PURCHASE POWER	POSTAGE	851	257	102.69
			8000-9090-0074-433		POSTAGE	851	265	677.67

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
8000-9090-0074-433					POSTAGE	851	666	270.63
CHECK MIF 40265 TOTAL FOR FU								1,050.99
11/30/2015	MIF	40267*#	1	SCENIC LANDSCAPING	GROUNDS/CLEANG/JANITORTL SERVIC	816	265	140.00
			1		GROUNDS/CLEANG/JANITORTL SERVIC	816	265	300.00
			1		GROUNDS/CLEANG/JANITORTL SERVIC	816	666	130.00
			1		GROUNDS/CLEANG/JANITORTL SERVIC	816	666	30.00
CHECK MIF 40267 TOTAL FOR FU								600.00
11/30/2015	MIF	40269*#	00 751981 0001	STANDARD INSURANCE CO.	LIFE/DISB. INSURANCE	717	172	81.29
			00 751981 0001		LIFE/DISB. INSURANCE	717	215	370.71
			00 751981 0001		LIFE/DISB. INSURANCE	717	253	38.40
			00 751981 0001		LIFE/DISB. INSURANCE	717	257	408.96
			00 751981 0001		LIFE/DISB. INSURANCE	717	666	43.68
CHECK MIF 40269 TOTAL FOR FU								943.04
11/30/2015	MIF	40271*#	9755182347	VERIZON WIRELESS MESSAGING S	COMMUNICATION	850	172	50.41
11/30/2015	MIF	40273	PAYCHECK	WILLIAM J. LENAGHAN	CODE ENFORCEMENT	809	412	400.00
12/02/2015	MIF	40275*#	62762	ANTHEM EAP	HOSPITALIZATION	716	253	19.08
			62762		HOSPITALIZATION	716	257	19.08
			62762		HOSPITALIZATION	716	666	19.08
CHECK MIF 40275 TOTAL FOR FU								57.24
Total for fund 101 GENERAL FUND								54,140.25

User: JEN

DB: Northfield

CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 207 LAW ENFORCEMENT FUND								
11/13/2015	MIF	40187*	734449890010	AT&T	COMMUNICATION	850	301	416.73
11/13/2015	MIF	40191	407253	BRIGHTON FORD INC	REPAIRS & MAINTENANCE	930	333	56.74
11/13/2015	MIF	40208	173460	HCC PUBLIC RISK CLAIM SERVIC	LEGAL	803	270	1,000.00
11/13/2015	MIF	40213*	0058	MARK JENSEN	REPAIRS & MAINTENANCE	930	333	200.00
11/13/2015	MIF	40217	CIM00006969	OAKLAND COUNTY	CONTRACTUAL SERVICES	818	301	3,179.75
			CIM00006969		COMMUNICATION	850	301	440.65
				CHECK MIF 40217 TOTAL FOR FU				3,620.40
11/13/2015	MIF	40218*	7105333007	OCCUPATIONAL HEALTH CENTERS	MEDICAL TESTING	730	226	153.50
11/13/2015	MIF	40219*#	OCT 2015	PAUL E BURNS	LEGAL	803	270	3,300.00
11/13/2015	MIF	40220*	10000024748	PEEFER, HANNIFORD & PALKA	AUDIT FEES	802	270	2,250.00
11/13/2015	MIF	40230	56803	TRADER RAY TIRE CTR	REPAIRS & MAINTENANCE	930	333	1,704.96
11/13/2015	MIF	40232	32330	VAL'S SERVICE STATION	REPAIRS & MAINTENANCE	930	333	80.00
11/13/2015	MIF	40233*#	508497	VIPERSPACE INC.	REPAIRS & MAINTENANCE	930	301	406.34
11/13/2015	MIF	40238	27150	WASHTEENAW COUNTY TREASURER	DISPATCH SERVICES	820	301	5,278.91
11/13/2015	MIF	40241*#	5002601975	WELLS FARGO FINANCIAL LEASIN	RENTAL EQUIPMENT	940	301	114.91
11/18/2015	MIF	40242*#	822375300	AT&T LONG DISTANCE	COMMUNICATION	850	301	529.86
11/23/2015	MIF	40252*#	IN505638	MICHIGAN OFFICE SOLUTIONS	PRINTING & PUBLICATIONS	900	301	49.50
11/23/2015	MIF	40253*#	007011521-0001	BLUE CROSS BLUE SHIELD OF MI	HOSPITALIZATION	716	226	2,902.98
11/23/2015	MIF	40254*	007011521-0002	BLUE CROSS BLUE SHIELD OF MI	HOSPITALIZATION	716	226	200.68
			007011521-0002		HOSPITALIZATION	716	226	4,815.74
				CHECK MIF 40254 TOTAL FOR FU				5,016.42

User: JEN

DB: Northfield

CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
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Fund: 207 LAW ENFORCEMENT FUND

11/24/2015 MIF 317(E)*#

PAYROLL

SALARIES	701	226	7,639.10
SALARIES	702	226	16,157.40
CLERICAL/DEP /SUPER/ELECTION	704	226	2,555.61
SALARIES-PART TIME	708	226	665.62
SALARIES-OVERTIME	711	226	2,325.16
SOCIAL SECURITY	715	226	2,228.78
PENSION	718	226	2,427.50
SUPPLIES	727	301	28.97

CHECK MIF 317(E) TOTAL FOR F

34,028.14

11/30/2015

MIF 40265*# 8000-9090-0074-433 PURCHASE POWER

POSTAGE

851 301

100.00

11/30/2015

MIF 40269*# 00 751981 0001 STANDARD INSURANCE CO.

LIFE/DISB. INSURANCE

717 226

652.37

12/02/2015

MIF 40274 15-4802 14A-3 DISTRICT COURT

DUE TO OTHERS

214 000

500.00

12/02/2015

MIF 40275*# 62762 ANTHEM EAP

HOSPITALIZATION

716 226

133.56

12/02/2015

MIF 40277 9755070126

VERIZON WIRELESS MESSAGING S

COMMUNICATION

850 301

188.59

12/02/2015

MIF 40278 5002618684

WELLS FARGO FINANCIAL LEASIN

SUPPLIES

727 301

87.50

5002618684

REPAIRS & MAINTENANCE

930 301

85.66

CHECK MIF 40278 TOTAL FOR FU

173.16

Total for fund 207 LAW ENFORCEMENT FUND

62,857.07

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 216 MEDICAL RESCUE FUND								
11/13/2015	MIF	40183	90666	APOLLO FIRE EQUIPMENT	UNIFORMS/GEAR & ALLOWANCE	741	301	213.95
11/13/2015	MIF	40184*	1584381	ARBOR SPRINGS WATER CO INC	SUPPLIES	727	301	6.50
11/13/2015	MIF	40185	04095215	ARGUS-HAZCO	EQUIPMENT	970	900	1,113.05
11/13/2015	MIF	40187*	734449238510	AT&T	COMMUNICATION	850	301	231.04
11/13/2015	MIF	40188	128050	BADER & SONS CO.	REPAIRS & MAINTENANCE	930	301	78.00
11/13/2015	MIF	40189	389-325800	BATTERIES PLUS BULBS #389	SUPPLIES	727	301	9.98
11/13/2015	MIF	40197	2716-220351	CARQUEST AUTO PARTS - FD	REPAIRS & MAINTENANCE	930	333	22.08
11/13/2015	MIF	40201*	58903691	CONSTELLATION ENERGY SERVICE	UTILITIES	920	301	185.92
11/13/2015	MIF	40206	INV04256	EMERGENT HEALTH PARTNERS	DISPATCH SERVICES	820	301	982.73
11/13/2015	MIF	40211	NTEF MI 1015-001	LOGOS, INC.	REPAIRS & MAINTENANCE	930	301	394.68
11/13/2015	MIF	40212	SUBSCRIPTION	MAPS BY WAGNER	SUPPLIES	727	301	100.00
11/13/2015	MIF	40213*	0058	MARK JENSEN	REPAIRS & MAINTENANCE	930	333	150.00
11/13/2015	MIF	40218*	710502828	OCCUPATIONAL HEALTH CENTERS	MEDICAL TESTING	730	226	112.00
11/13/2015	MIF	40220*	1000024748	PFEFFER, HANNIFORD & PALKA	AUDIT FEES	802	270	2,250.00
11/13/2015	MIF	40225	7321	SOUTHEASTERN MI. FIRE CHIEFS	MEMBERSHIP DUES	807	301	80.00
11/13/2015	MIF	40228	0565	THE ACCUMED GROUP	CONTRACTUAL SERVICES	818	301	13.39
11/13/2015	MIF	40233*#	508497	VIPERSPACE INC.	REPAIRS & MAINTENANCE	930	301	406.33
11/13/2015	MIF	40234	17215027	W.S. DARLEY & CO.	EQUIPMENT	970	900	1,482.69
11/13/2015	MIF	40235*	A385723	WARD'S DO IT CENTER	SUPPLIES	727	301	1.88
11/13/2015	MIF	40236	ACADEMY-05	WASHTEENAW AREA MUTUAL AID	TRAINING & DEVELOPMENT	957	226	1,950.00
11/13/2015	MIF	40237	EDISPATCHES	WASHTEENAW AREA MUTUAL AID	COMMUNICATION	850	301	668.00
11/18/2015	MIF	40242*#	822375300	AT&T LONG DISTANCE	COMMUNICATION	850	301	16.50

User: JEN
DB: Northfield

CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
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Fund: 216 MEDICAL RESCUE FUND

11/23/2015	MIF	40253*#	007011521-0001	BLUE CROSS BLUE SHIELD OF MI	HOSPITALIZATION	716	226	1,887.54
11/24/2015	MIF	317(E)*#		PAYROLL	SALARIES	701	226	3,050.38
					SALARIES	702	226	4,872.00
					ADMINISTRATIVE ASSISTANT	705	226	212.75
					SALARIES-PART TIME	708	226	1,044.51
					SOCIAL SECURITY	715	226	715.13
					PENSION	718	226	305.04
					TRAINING WAGES	958	226	232.88
					SUPPLIES	727	301	29.72
				CHECK MIF 317(E) TOTAL FOR F				10,462.41
11/30/2015	MIF	40257	8245 12 485 008064	CHARTER COMMUNICATIONS	COMMUNICATION	850	301	79.97
11/30/2015	MIF	40262*#	3147 035 0001 2	DTE ENERGY	UTILITIES	920	301	51.30
11/30/2015	MIF	40267*#	1	SCENIC LANDSCAPING	GROUNDS/CLEANG/JANITORL SERVIC	816	265	180.00
11/30/2015	MIF	40269*#	00 751981 0001	STANDARD INSURANCE CO.	LIFE/DISB. INSURANCE	717	226	70.41
11/30/2015	MIF	40270	6035 5178 2024 354	STAPLES CREDIT PLAN	SUPPLIES	727	301	544.38
11/30/2015	MIF	40271*#	9755182347	VERIZON WIRELESS MESSAGING S		850	301	143.93
11/30/2015	MIF	40272	42968206	WEX BANK	FUEL & MILEAGE	860	333	659.41
12/02/2015	MIF	40275*#	62762	ANTHEM EAP	HOSPITALIZATION	716	226	19.08
12/02/2015	MIF	40276	78219439	DELL FINANCIAL SERVICES	COMPUTER	972	301	318.63
				Total for fund 216 MEDICAL RESCUE FUND				24,885.78

CHECK DISBURSEMENT REPORT FOR NORTFIELD TOWNSHIP

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CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 230 DONATION FUND								
11/13/2015	MIF	40239	7432713-1389-7	WASTE MANAGEMENT OF MI	DONATIONS - EVENTS/COMMUNITY PROJE	904	301	21.22
Total for Fund 230 DONATION FUND								21.22

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CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

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241.64

241.64

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CHECK DATE FROM 11/10/2015 - 12/03/2015

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11/13/2015	MIF	40220*	1000024748	PFEFFER, HANNIFORD & PALKA	AUDIT FEES	802	270	900.00
11/18/2015	MIF	40250*	8245 12 485 008374	CHARTER COMMUNICATIONS	COMMUNICATION	850	301	29.99
11/30/2015	MIF	40260	NOVEMBER 2015	DINO BONA	INSPECTOR EXPENSES	725	301	630.00
					Total for fund 287 BUILDING DEPARTMENT FUND			1,559.99

1,559.99

User: JEN
DB: Northfield

CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 370 PUBLIC SAFETY BLDG DEBT FD								
11/13/2015	MIF	40181	16480 16611	ALLIANCE WINDOW CLEANING	REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE	930 930	301 301	10.00 10.00
				CHECK MIF 40181 TOTAL FOR FU				20.00
11/13/2015	MIF	40187*	734448927210	AT&T	COMMUNICATION	850	301	133.12
11/13/2015	MIF	40195	1581	CALDWELL ELECTRIC	REPAIRS & MAINTENANCE	930	301	3,475.00
11/13/2015	MIF	40201*	58903691	CONSTELLATION ENERGY SERVICE	UTILITIES	920	301	4,105.08
11/13/2015	MIF	40207	894610	GREEN ELECTRICAL SUPPLY	REPAIRS & MAINTENANCE	930	301	45.94
11/13/2015	MIF	40209*	96737	JLB OF WHITMORE LAKE	REPAIRS & MAINTENANCE	930	301	779.17
11/13/2015	MIF	40227*	349604252	TERMINIX	REPAIRS & MAINTENANCE	930	301	50.00
11/13/2015	MIF	40240	40824 38633 P20416-1015	WEBB CONTRACTORS	REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE	930 930 930	301 301 301	380.47 3,461.16 2,413.08
				CHECK MIF 40240 TOTAL FOR FU				6,254.71
11/18/2015	MIF	40246*	671508	NORTHFIELD TOWNSHIP	UTILITIES	920	301	1,428.00
11/18/2015	MIF	40250*	8245 12 485 008374	CHARTER COMMUNICATIONS	COMMUNICATION	850	301	263.94
11/18/2015	MIF	40251	42203	REDFORD LOCK SECURITY SOLUTI	REPAIRS & MAINTENANCE	930	301	213.00
11/30/2015	MIF	40255	16715	ALLIANCE WINDOW CLEANING	REPAIRS & MAINTENANCE	930	301	10.00
11/30/2015	MIF	40258*	1000 0012 0517	CONSUMERS ENERGY	UTILITIES	920	301	559.61
11/30/2015	MIF	40262*	4693 635 0002 3	DTE ENERGY	UTILITIES	920	301	1,251.15
11/30/2015	MIF	40267*	1	SCENIC LANDSCAPING	GROUNDS/CLEANG/JANITORL SERVIC	816	301	910.00
				Total for fund 370 PUBLIC SAFETY BLDG DEBT FD				19,498.72

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 571 WASTEWATER TREATMENT FUND								
11/13/2015	MIF	1(S)	777683	USA BLUE BOOK	REPAIRS & MAINTENANCE	930	301	83.90
			777681		REPAIRS & MAINTENANCE	930	301	308.37
			731790		REPAIRS & MAINTENANCE	930	301	(392.27)
				CHECK MIF 1(S) TOTAL FOR FUN				0.00
11/13/2015	MIF	40179	SLS 10038943	ALEXANDER CHEMICAL CORP	OPERATING SUPPLIES	740	301	5,399.90
11/13/2015	MIF	40190	1015-90887	BRIGHTON ANALYTICAL LLC	LAB & TESTING	817	301	855.00
11/13/2015	MIF	40194	BRI/056391	C.E.S. (CITY ELECTRIC SUPPLY	REPAIRS & MAINTENANCE	930	301	109.27
11/13/2015	MIF	40198	2716-219797	CARQUEST AUTO PARTS - WWTP	REPAIRS & MAINTENANCE	930	333	31.49
11/13/2015	MIF	40199	48182	CARTER PUMP, INC.	REPAIRS & MAINTENANCE	930	301	1,439.65
11/13/2015	MIF	40201*#	58903691	CONSTELLATION ENERGY SERVICE	UTILITIES	920	301	7,906.49
11/13/2015	MIF	40202	347664	CORRPRO COMPANIES, INC.	COLLECTION SYS ANNUAL MAINT	819	301	1,980.00
11/13/2015	MIF	40209*	96773	JLB OF WHITMORE LAKE	REPAIRS & MAINTENANCE	930	301	1,406.00
11/13/2015	MIF	40220*	1000024748	PEEFER, HANNIFORD & PALKA	AUDIT FEES	802	270	6,300.00
11/13/2015	MIF	40226	618894510-164	SPRINT/NEXTEL COMMUNICATIONS	COMMUNICATION	850	301	133.39
11/13/2015	MIF	40229	9307 LAKEWOOD	TIM AVEY STAMPED CONCRETE &	COLLECTION SYS ANNUAL MAINT	819	301	1,300.00
11/13/2015	MIF	40235*	MULTIPLE	WARD'S DO IT CENTER	REPAIRS & MAINTENANCE	930	301	117.00
11/18/2015	MIF	40242*#	822375300	AT&T LONG DISTANCE	COMMUNICATION	850	301	17.65
11/18/2015	MIF	40243	47879721	DE LAGE LANDEN FINANCIAL SER	RENTAL EQUIPMENT	940	301	69.00
11/18/2015	MIF	40248	11/18/2015	STEWART TITILE COMPANY	Sewer	214	000	211.40
11/23/2015	MIF	40253*#	007011521-0001	BLUDE CROSS BLUE SHIELD OF MI	HOSPITALIZATION	716	226	3,793.09
11/23/2015	MIF	40254*	007011521-0002	BLUDE CROSS BLUE SHIELD OF MI	HOSPITALIZATION	716	226	2,481.48
11/24/2015	MIF	317(E)*#		PAYROLL	SALARIES	701	226	2,519.23
					SALARIES	702	226	7,398.96
					SOCIAL SECURITY	715	226	758.61

CHECK DISBURSEMENT REPORT FOR NORTHFIELD TOWNSHIP

CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 571 WASTEWATER TREATMENT FUND								
11/30/2015	MIF	40258*#	1000 6159 0814	CONSUMERS ENERGY	UTILITIES	920	301	17.08
					UTILITIES	920	301	21.89
					UTILITIES	920	301	22.31
					UTILITIES	920	301	20.90
					UTILITIES	920	301	21.60
					UTILITIES	920	301	46.10
					UTILITIES	920	301	903.59
					UTILITIES	920	301	128.69
					CHECK MIF 317(E) TOTAL FOR F			11,702.38
11/30/2015	MIF	40262*#	2689 463 0015 2	DTE ENERGY	UTILITIES	920	301	17.78
					UTILITIES	920	301	116.53
					UTILITIES	920	301	46.03
					UTILITIES	920	301	89.59
					UTILITIES	920	301	11.19
					UTILITIES	920	301	35.94
					UTILITIES	920	301	12.31
					CHECK MIF 40262 TOTAL FOR FU			329.37
11/30/2015	MIF	40264*#	0000-3319-1	DTE ENERGY	UTILITIES	920	301	1,173.42
11/30/2015	MIF	40265*#	8000-9090-0074-433	PURCHASE POWER	POSTAGE	851	301	870.00
11/30/2015	MIF	40266	9302554	QUILL CORP	SUPPLIES	727	301	47.97
			9316294		SUPPLIES	727	301	89.98
			9284341		REPAIRS & MAINTENANCE	930	301	25.98
				CHECK MIF 40266 TOTAL FOR FU				163.93
11/30/2015	MIF	40268	146599	SPEARS FIRE & SAFETY SVCS I	REPAIRS & MAINTENANCE	930	301	136.95
11/30/2015	MIF	40269*#	00 751981 0001	STANDARD INSURANCE CO.	LIFE/DISB. INSURANCE	717	226	251.77

CHECK DISBURSEMENT REPORT FOR NORTHFIELD TOWNSHIP

CHECK DATE FROM 11/10/2015 - 12/03/2015

Banks: MIF

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
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Fund: 571 WASTEWATER TREATMENT FUND

12/02/2015 MIF 40275*# 62762

ANTHEM EAP

HOSPITALIZATION

716

226

95.40

TOTAL - ALL FUNDS

Total for fund 571 WASTEWATER TREATMENT FUND

49,456.19

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

212,660.86

OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 101 GENERAL FUND					
Dept 000					
101-000-045	WL SPEC ASSESS RECEIVABLE-CURRE	TETRA TECH INC	WISAD DESIGN ENGINEERING	537.74	
		Total For Dept 000		537.74	

Dept 101 TOWNSHIP BOARD					
101-101-900	PRINTING & PUBLICATIONS	KENT COMMUNICATIONS INC	PUBLIC INDEBTEDNESS NOTICE	1,863.92	
		Total For Dept 101 TOWNSHIP BOARD		1,863.92	

Dept 172 TOWNSHIP MANAGER					
101-172-957	TRAINING & DEVELOPMENT	PNC BANK	FINK CHARGES 10/24/15-11/11/15	75.00	
		Total For Dept 172 TOWNSHIP MANAGER		75.00	

Dept 257 ASSESSING					
101-257-818	CONTRACTUAL SERVICES	ASSESSMENT ADMIN. SERVIC	ASSESSOR SERVICES 11/15/15-12/15/15	4,833.33	
		Total For Dept 257 ASSESSING		4,833.33	

Dept 265 HALL AND GROUNDS					
101-265-727	SUPPLIES	ARBOR SPRINGS WATER CO I	4 - 5 GAL WATER & CONE CUPS	43.00	
101-265-727	SUPPLIES	PNC BANK	FINK CHARGES 10/24/15-11/11/15	394.45	
101-265-727	SUPPLIES		PRINTING SYSTEMS INC	115.14	
101-265-850	COMMUNICATION	PNC BANK	MIF CHECKS RE-ORDER 10/19/15	45.00	
101-265-930	REPAIRS & MAINTENANCE		WAGNER CHARGES 10/20/15-11/15/15	90.00	
			MICRO TECH SERVICES INC		
			ANTIVIRUS MGMT 12/1/15-12/31/15		
		Total For Dept 265 HALL AND GROUNDS		687.59	

Dept 270 LEGAL/PROFESSIONAL					
101-270-806	ENGINEER	OHM ADVISORS	GENERAL SERVICES THRU 10/17/15	687.50	
101-270-806	ENGINEER	TETRA TECH INC	STORMWATER PERMITTING SERVICES	1,300.00	
		Total For Dept 270 LEGAL/PROFESSIONAL		1,987.50	

Dept 412 PLANNING/ZONING DEPT					
101-412-727	SUPPLIES	PNC BANK	FINK CHARGES 10/24/15-11/11/15	54.00	
101-412-801	PLANNER FEES	CARLISLE, WORTMAN ASSOCI	E-MAILED ZONING MAP & GIS REQUEST	190.00	
101-412-957	TRAINING & DEVELOPMENT	MARLENE CHOCKLEY	MAP CONFERENCE	75.00	
		Total For Dept 412 PLANNING/ZONING DEPT		319.00	

Dept 666 COMMUNITY CENTER					
101-666-676	CONTRIBUTIONS - SCC	FOX HILLS GOLF & BANQUET	SENIOR GALA 2015	228.00	
101-666-727	SUPPLIES	QUILL CORP	COM CTR SUPPLIES ORDER # 86009689	167.95	
101-666-815	CC PROGRAMS	AL ENGRAVING & SIGNS, IN	COROPLAST SIGNS FOR CRAFT SHOW	225.00	
101-666-815	CC PROGRAMS	ANNE E. BURNS	SENIOR GALA - LITTLE DICKENS BAND	300.00	
101-666-815	CC PROGRAMS	CYNTHIA HOGSTON	SUPPLIES FOR COM CTR PROGRAMMING	28.51	
101-666-815	CC PROGRAMS	FOX HILLS GOLF & BANQUET	SENIOR GALA 2015	454.00	
101-666-815	CC PROGRAMS	SALLY MARTILLA	NOVEMBER YOGA	85.00	
101-666-822	SENIOR NUTRITION	TAMI AVERILL	PROGRAM SUPPLIES 8/22/15-11/20/15	122.17	
101-666-850	COMMUNICATION	TAMI AVERILL	PROGRAM SUPPLIES 8/22/15-11/20/15	38.68	
101-666-851	POSTAGE	CHARTER COMMUNICATIONS	COM CTR 12/04/15-1/3/16	454.53	
101-666-920	UTILITIES	TAMI AVERILL	PROGRAM SUPPLIES 8/22/15-11/20/15	11.88	
101-666-930	REPAIRS & MAINTENANCE	CONSTELLATION ENERGY SER	SERVICE 10/20/15-11/21/15	71.04	
		ALLIANCE WINDOW CLEANING	COM CTR INSIDE & OUTSIDE	58.00	
		Total For Dept 666 COMMUNITY CENTER		2,244.76	

Dept 850 TOWNSHIP CONTINGENCY					
101-850-905	CONTINGENCY FUNDS	PNC BANK	FINK CHARGES 10/24/15-11/11/15	782.16	

Total For Dept 850 TOWNSHIP CONTINGENCY				782.16	
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND Dept 900 CAPITAL OUTLAY 101-900-972	COMPUTER				
		PNC BANK	FINK CHARGES 10/24/15-11/11/15	3,300.50	
		Total For Dept 900 CAPITAL OUTLAY		3,300.50	
		Total For Fund 101 GENERAL FUND		16,631.50	
Fund 207 LAW ENFORCEMENT FUND Dept 000 207-000-214	DUE TO OTHERS				
		MICHIGAN STATE POLICE	LIVE SCAN ROBERTSON, TWENHAFEL, HENDR	134.25	
		Total For Dept 000		134.25	
Dept 301 OPERATING COSTS 207-301-727	SUPPLIES				
207-301-850	COMMUNICATION				
		ARBOR SPRINGS WATER CO I	PD WATER & RENTAL FEE	34.50	
		CHARTER COMMUNICATIONS	PD SERVICE 12/1/15-1/12/31/15	448.49	
		Total For Dept 301 OPERATING COSTS		482.99	
Dept 333 TRANSPORTATION 207-333-860	FUEL & MILEAGE				
207-333-930	REPAIRS & MAINTENANCE				
207-333-930		WEX BANK	PD FUEL CHARGES NOV 2015	1,644.47	
		BRIGHTON FORD INC	2014 EXPLORER OIL CHANGE	31.78	
		CRUISERS	SERVICE 5 VEHICLES	1,591.00	
		Total For Dept 333 TRANSPORTATION		3,267.25	
		Total For Fund 207 LAW ENFORCEMENT FUND		3,884.49	
Fund 216 MEDICAL RESCUE FUND Dept 301 OPERATING COSTS					
216-301-807	MEMBERSHIP DUES				
216-301-851	POSTAGE				
216-301-920	UTILITIES				
216-301-930	REPAIRS & MAINTENANCE				
		MICHIGAN STATE FIREMEN'S	2016 MEMBERSHIP	75.00	
		PNC BANK	WAGNER CHARGES 10/20/15-11/15/15	9.75	
		CONSTELLATION ENERGY SER	SERVICE 10/20/15-11/21/15	59.50	
		PNC BANK	WAGNER CHARGES 10/20/15-11/15/15	17.21	
		Total For Dept 301 OPERATING COSTS		161.46	
Dept 900 CAPITAL OUTLAY 216-900-970	EQUIPMENT				
		PNC BANK	WAGNER CHARGES 10/20/15-11/15/15	445.16	
		Total For Dept 900 CAPITAL OUTLAY		445.16	
		Total For Fund 216 MEDICAL RESCUE FUND		606.62	
Fund 230 DONATION FUND Dept 301 OPERATING COSTS 230-301-904	DONATIONS - EVENTS/COMMUNITY PR				
		WASTE MANAGEMENT OF MI	DOG PARK SERVICE 12/1/15-12/31/15	21.22	
		Total For Dept 301 OPERATING COSTS		21.22	
		Total For Fund 230 DONATION FUND		21.22	
Fund 287 BUILDING DEPARTMENT FUND Dept 301 OPERATING COSTS 287-301-727	SUPPLIES				
		QUICK SILVER-YMB	FINAL APPROVAL STICKERS	167.00	
		Total For Dept 301 OPERATING COSTS		167.00	
		Total For Fund 287 BUILDING DEPARTMENT FUND		167.00	
Fund 370 PUBLIC SAFETY BLDG DEBT FD Dept 301 OPERATING COSTS 370-301-850	COMMUNICATION				
		CHARTER COMMUNICATIONS	PD SERVICE 12/1/15-1/12/31/15	211.95	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 370 PUBLIC SAFETY BLDG DEBT FD					
Dept 301 OPERATING COSTS					
370-301-920	UTILITIES		CONSTELLATION ENERGY SER	1,966.04	
370-301-930	REPAIRS & MAINTENANCE		ALLIANCE WINDOW CLEANING	10.00	
370-301-930	REPAIRS & MAINTENANCE		OTIS ELEVATOR	3,774.85	
370-301-930	REPAIRS & MAINTENANCE		WASHTEAM CNTY ENVIRONNE	27.00	
			TESTING: COLIFORM BACTERIA & NITRATE		
			Total For Dept 301 OPERATING COSTS	5,989.84	
			Total For Fund 370 PUBLIC SAFETY BLDG DEBT FD	5,989.84	
Fund 571 WASTEWATER TREATMENT FUND					
Dept 270 LEGAL/PROFESSIONAL					
571-270-806	ENGINEER	TETRA TECH INC	ASSET MGMT PLAN - YEAR 1	250.55	
571-270-806	ENGINEER	TETRA TECH INC	CAPACITY INVENTORY	2,976.07	
			Total For Dept 270 LEGAL/PROFESSIONAL	3,226.62	
Dept 301 OPERATING COSTS					
571-301-817	LAB & TESTING	BRIGHTON ANALYTICAL LLC	SELENIUM	15.00	
571-301-819	COLLECTION SYS ANNUAL MAINT	POWER VAC OF MICHIGAN, I	VACTOR TRUCK	715.00	
571-301-819	COLLECTION SYS ANNUAL MAINT	SYNAGRO CENTRAL, LLC	PUMP/TRANSP/APP OF LIQ MATERIALS	23,059.88	
571-301-819	COLLECTION SYS ANNUAL MAINT	WALTER J SPIEGELBERG	REPAIR TO SEWER LINE BETWEEN LINCOLN	4,000.00	
571-301-850	COMMUNICATION	SPRINT/NEXTEL COMMUNICAT	BILLING PERIOD 10/24/15-11/23/15	76.85	
571-301-920	UTILITIES	CONSTELLATION ENERGY SER	SERVICE 10/20/15-11/21/15	4,073.71	
571-301-920	UTILITIES	DTE ENERGY	925 8 MILE RD, BLDG PERM 10/22/15-11	511.72	
571-301-920	UTILITIES	DTE ENERGY	11502 LEMEN RD 10/22/15-11/21/15	10.75	
571-301-920	UTILITIES	DTE ENERGY	7647 EDMUND ST 10/22/15-11/21/15	26.61	
571-301-920	UTILITIES	DTE ENERGY	10201 ELMCREST RD 10/23/15-11/20/15	17.53	
571-301-920	UTILITIES	DTE ENERGY	601 RAYMOND 10/22/15-11/20/15	22.64	
571-301-920	UTILITIES	DTE ENERGY	11800 N. MAIN ST. 10/23/15-11/20/15	34.34	
571-301-920	UTILITIES	DTE ENERGY	11380 N SHORE DR. 10/23/15-11/20/15	24.22	
571-301-920	UTILITIES	DTE ENERGY	11591 N SHORE DR 10/23/15-11/20/15	15.42	
571-301-920	UTILITIES	DTE ENERGY	7941 TURNBERRY 10/22/15-11/20/15	17.62	
571-301-930	REPAIRS & MAINTENANCE	ARBOR SPRINGS WATER CO I	7 - 5 GAL WATER	45.50	
571-301-930	REPAIRS & MAINTENANCE	ETNA SUPPLY CO	ROMAC CB SEWER SADDLE 4.80X48	214.05	
571-301-930	REPAIRS & MAINTENANCE	ETNA SUPPLY CO	HDL HDW PDK ACCT NUMBER 4652	214.05	
571-301-930	REPAIRS & MAINTENANCE	GRAINGER, INC.	PRESSURE REGULATOR	56.21	
571-301-930	REPAIRS & MAINTENANCE	GRAINGER, INC.	LOW V MECHANICAL TSTAT	65.94	
571-301-930	REPAIRS & MAINTENANCE	PNC BANK	HARDESTY CHARGES 10/21/15-11/16/15	526.80	
571-301-930	REPAIRS & MAINTENANCE	TIMOTHY HARDESTY	DETERGENT PURCHASE ON PERSONAL CARD	29.99	
571-301-930	REPAIRS & MAINTENANCE	VIS SCADA	SERVICES THRU 9/29/15	1,183.01	
571-301-930	REPAIRS & MAINTENANCE	USA BLUE BOOK	ORDER # 585028	257.61	
571-301-930	REPAIRS & MAINTENANCE	VIPERSPACE INC.	WIRELESS ROUTER INSTALL & CONNECT	296.00	
			Total For Dept 301 OPERATING COSTS	35,510.45	
			Total For Fund 571 WASTEWATER TREATMENT FUND	38,737.07	

GL Number Invoice Line Desc Vendor BANK CODE: MIF Invoice Description Amount Check #

Fund Totals:

Fund 101 GENERAL FUND	16,631.50
Fund 207 LAW ENFORCEME	3,884.49
Fund 216 MEDICAL RESCU	606.62
Fund 230 DONATION FUND	21.22
Fund 287 BUILDING DEPA	167.00
Fund 370 PUBLIC SAFETY	5,989.84
Fund 571 WASTEWATER TR	38,737.07

Total For All Funds: 66,037.74



William E. Wagner, Jr.
Director of Public
Safety/Fire Chief

Northfield Township Public Safety

8350 Main Street, Whitmore Lake, MI 48189

Fire: 734-449-2385 • Fax: 734-449-2521

Police: 734-449-9911 • Fax: 734-449-0511

www.twp.northfield.mi.us



Timothy Greene
Lieutenant
Police Operations

November 2015

Northfield Township Fire Department

Statistical Report

Responses November 2015:	41
Responses November 2014:	55
Total to Date 2015:	621
Fire Calls: 7	
Structure Fires	1
Vehicle Fire	2
Fire Alarms	1
Outside Fire	3
Emergency Medical Calls: 21	
Chest Pain	3
Difficulty Breathing	1
Unconscious/Cardiac Arrest	2
Diabetic/ Seizure	2
Trauma	3
CVA	1
Overdose	3
Other	6
Motor Vehicle Accidents: 9	
Injury Crashes	3
Unknown	6
Pin In	0

Public Service calls: 4

Electrical wire down	3
Gas Leak	0
Carbon Monoxide Alarm	0
Trees down	1

Mutual Aid Received: 2

Ann Arbor Twp Structure Fire	1
Hamburg Twp. Structure Fire	1

Responses in hamlet area:	28
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Responses in rural area:	13
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Responses outside the township:	0
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Average response time for the month:	6:28
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William Wagner



William E. Wagner, Jr.
Director of Public
Safety/Fire Chief

Northfield Township Public Safety

8350 Main Street, Whitmore Lake, MI 48189
Fire: 734-449-2385 • Fax: 734-449-2521
Police: 734-449-9911 • Fax: 734-449-0511
www.twp.northfield.mi.us



Timothy Greene
Lieutenant
Police Operations

December 2015 Director of Public Safety Board Communication

- 1. Fire department activity for November:** November was a relatively quiet month for the Fire Department. We responded to 41 requests for service. There were no significant calls for the month. We are currently at 621 calls for the years which is about 100 calls down from this time last year.
- 2. Personnel changes:** After 10 ½ years Fire Department Administrative Assistant Maureen Ponzetti has decided to retire from the Fire Department. Maureen has been instrumental over the years at keeping the fire department moving in a forward direction. Maureen has been an excellent employee and will be sorely missed. Maureen started here as a full time assistant under the previous chief. During the economic downturn Maureen was able to find a full time position at the University of Michigan anticipating cuts in the fire department. She has continued to work full time for the University while maintaining 6-8 hours a week at the fire department in the evenings. Maureen will continue to work through the end of the year and assist training her replacement. Angela Bennett (part time assistant in the Police Department) has agreed to take on extra hours for the fire department. Angela currently works 20 hours a week so the extra 6-8 hours will still allow her to maintain part time status.
- 3. Training for November:** Training for November consisted on reviews of lock out tag procedures as well as confined space rescue review. We also reviewed/refreshed on small equipment on the different apparatus.
- 4. Northfield Police participation in the Community Conversation Opioid and prescription drug abuse:** The Northfield Township Police Department participated in a Community Conversation with State Rep Driskell along with personnel from the Washtenaw County Health Department and local private rehab facilities in the discussion of the rise in heroin and prescription drug use. It was very well attended and informative.
- 5. 800 MHZ millage vote:** The 800 MHZ millage was discussed at the Board of Commissioners meeting on December 2nd. It was previously ruled that the election could not be held in March due to new rules governing Presidential Primary elections. Last week Governor Snyder signed a law stating that additional proposal could be added to the Primary. The millage vote will be on the March primary ballot.

"We practice "CPR" daily - Courtesy Professionalism Respect"

NORTHFIELD TOWNSHIP POLICE DEPARTMENT

MONTHLY OPERATIONS REPORT



NOVEMBER 2015

NOVEMBER 2015 MONTHLY REPORT

Calls For Service	415
Arrests	12
Mutual Aid Assistance To Other Departments Inside the Township	5
Mutual Aid Assistance To Other Departments Outside the Township	0
Average Response Time	3.17

NOTES & FACTS FROM THE DEPARTMENT

- **DATA:** 65 % of total complaints answered were in the hamlet area and 35 % were handled throughout the rest of the Township.

• **TRAINING;**

FORMAL: Officers Roberts – First Responder Computer Analysis Training
 C.R.I.M.E. 123
 All Officers – MCOLES Firearms Standard for Law Enforcement Officers

- **EVENTS OF SIGNIFICANCE;**

FRAUD

On November 16, officers took a Fraud report on Wild Meadow Circle. The victim was reportedly intending to purchase a vehicle via Ebay from a seller in Omaha, Nebraska. The seller requested that the victim/buyer send four \$500 Ebay gift cards in exchange for the vehicle. The victim complied and never received further communication about the car. This case is under investigation.

AGGRAVATED ASSAULT / RECKLESS DISCHARGE OF A FIREARM

On November 16, officers responded to a Shots Fired complaint on Spencer Rd. The caller advised that he was hunting on his own land, with a friend, and they were afraid to come out of the woods because their neighbor and his girlfriend were firing rounds in their direction. Officers arrived and spoke with the suspects, who denied shooting at all that day. Officers then spoke to the complainants, who were very shaken up. They advised officers that over a hundred shots had gone off in their direction and that they had heard several rounds strike objects near them. They were able to produce a video taken from a cell phone to corroborate their version of events. Officers spoke with three witnesses who also relayed the same story. Officers located multiple empty shell casings in the area the complainants pointed out. Both suspects were arrested and taken into custody. The Prosecutor's Office authorized charges on both subjects for Assault with a Dangerous Weapon and Reckless Use of a Firearm.

FRAUD

On November 13, officers responded to a Fraud complaint at a business on Main Street. According to the complainant, someone had gained access to their payroll system and changed all but one of the direct deposit payroll checks to a different bank account. The total amount of money stolen was over \$28,000. The case remains under investigation at this time.

BREAKING & ENTERING

On November 9, officers were dispatched to a Breaking & Entering complaint on Shady Beach. The owner arrived home to find her rear glass door had been broken. The suspect stole a jewelry box and its contents, including multiple jewelry items and watches, identification documents and credit cards. Another Breaking & Entering occurred in the same timeframe on the same street. The victims in that case also had jewelry and money stolen. There was a witness in the area at the time who is assisting with the investigation, which is ongoing for both cases.

CLEAR-1018 Verified Offense By Date
Agency: NR
11/1/2015 12:00:00 AM - 11/30/2015 12:00:00 AM

Offense Code	Description	Incident Count
1313	Assault/ Battery/Simple (Incl Domestic and Police Officer	6
2202	B&E - Burglary - Forced Entry - Residence - Home Invasion	2
2203	B&E - Burglary - Forced Entry - Non-Residence	1
2204	B&E - Burglary - No Forced Entry - Residence- Home Invasion	1
2305	Larceny - Personal Property from Vehicle - LFA	3
2308	Larceny - From Building (Includes Library, Office used by Public, etc)	1
2605	Fraud - Illegal Use of Credit Card	1
2608	Fraud by Wire	1
2699	Fraud (Other)	2
3074	Retail Fraud Theft 2nd Degree	1
5213	Weapons, Firing of (Includes Careless, Reckless, Needless Use)	1
5707	Trespass (Other)	1
6299	Violation of Conservation Laws (Other)	1
7070	Runaway	1
7359	Solicitors / Peddlers - Soliciting w/o License (Door- to-door sales)	1
8013	Accident, Failed to Report	1
8041	Operating Under the Influence of Alcohol / Liquor OWI	1
C2821	Recovered Runaway Juvenile	1
C2822	Lost / Missing Juvenile	1
C2933	Vehicle Registration - Improper / Expired	2
C2934	Vehicle Insurance - None / Expired	4
C2935	DWLS 2nd OPS License Suspended / Revoked	2
C3010	Felony Arrest Warrant (Originating Agency)	2
C3101	Acc, Single Motor Vehicle	2
C3114	Acc, Injury Type C	1
C3145	Property Damage Traffic Crash PDA	16
C3150	Property Damage H&R Traffic Crash	2
C3205	Sudden Death - Natural	1
C3208	Death Investigation - Cause Unknown	1
C3225	Drug Overdose	2
C3299	Welfare Check	7
C3310	Family Trouble	2
C3312	Neighborhood Trouble	1
C3313	Confiscated Property	1
C3318	Found Property	2
C3320	Open Buildings	1
C3324	Suspicious Circumstances	18
C3326	Suspicious Vehicles	10
C3328	Suspicious Persons	10
C3329	Intelligence Information	3
C3330	Assist Other Law Enforcement Agency	1
C3331	Assist Medical	4
C3332	Assist Fire Department	7
C3333	Assist Motorist	6
C3336	Assist Citizen	18

CLEAR-1018 Verified Offense By Date**Agency: NR****11/1/2015 12:00:00 AM - 11/30/2015 12:00:00 AM**

Offense Code	Description	Incident Count
C3337	Assist Citizen - Vehicle Lockout	5
C3355	Civil Matter - Other	7
C3480	Dive Team Response	1
C3702	Traffic Complaint / Road Hazard	15
C3704	Traffic Complaint / Abandoned Auto	1
C3707	Vehicle Release	5
C3708	Traffic Complaint / Private Impound	4
C3728	Traffic Complaint / Parking Complaint	2
C3803	Animal Barking Dog	2
C3804	Animal Complaint	7
C3808	Animal Bite / Scratch	1
C3902	Burglary Alarm	2
C3907	Panic Alarm	1
C4041	Speeding Citation	15
C4047	Disobey Traffic Signal Citation	2
C4048	Improper Passing Citation	1
C4069	Fail to Signal	1
C4105	Equipment Citation	4
L3501	911 Hang Up - NR	2
L3503	Opened in Error - NR	2
L3504	PBT Station - NR	25
L3506	Shots Fired - NR	1
L3507	Fingerprints - NR	5
L3508	Ticket Sign Off - NR	3
L3512	Vin Inspection - NR	2
L3520	Dumping Complaint - NR	1
L3526	False Alarm - NR	15
L3530	Wires Down - NR	1
L3535	GUN Permit, Applications, CCW Permits - NR	26
L3538	Property/Vacation Check - NR	3
L3540	Child Safety Seat Inspection - NR	1
L3542	BOL - NR	8
L3547	Subpoena Service - NR	1
L3550	Speed Sign Detail - NR	6
L3551	Sex Offender Registration/Verification - NR	2
L3552	Traffic Stop - NR	49
L3557	Check Person - NR	1
L3568	Local Records Check - NR	3
L3569	Assist Other Police Agency - Inside Northfield - NR	4
L3596	Test Call - NR	1
L3597	Non Terminal - NR	18
L4599	Misc Non-Criminal - NR	1
L6012	Traffic Direction / Control / Problem - NR	3
L6507	Neighbor Watch Programs - NR	1

Sum: 415

12/2/15 10:24 AM**CLEAR-1018 Verified Offense By Date****Page 2 of 2**

Report Time:
12/2/2015 10:38:50 AM

Report CLEAR-008 Summary of Offenses
All Offenses that were Attempted or Completed
For the Month of November

Agency: Northfield Township Police
ORI: MI8196400

<u>Classification</u>	<u>Nov/2014</u>	<u>Nov/2015</u>	<u>%Change</u>
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	-
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	-
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	-
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	-
12000 ROBBERY	0	0	-
13001 NONAGGRAVATED ASSAULT	3	6	100.0%
13002 AGGRAVATED/FELONIOUS ASSAULT	3	1	-66.7%
13003 INTIMIDATION/STALKING	2	0	-100.0%
20000 ARSON	1	0	-100.0%
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	1	3	200.0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	-
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSES/NATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	1	1	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	-
23005 LARCENY -THEFT FROM MOTOR VEHICLE	4	3	-25.0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	-
23007 LARCENY -OTHER	4	0	-100.0%
24001 MOTOR VEHICLE THEFT	1	0	-100.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	0	-100.0%
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	0	0	-
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	2	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	1	0%
26003 FRAUD -IMPERSONATION	1	0	-100.0%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	1	-
27000 EMBEZZLEMENT	0	0	-
28000 STOLEN PROPERTY	0	0	-
29000 DAMAGE TO PROPERTY	5	0	-100.0%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	-
30002 RETAIL FRAUD -THEFT	0	1	-

Agency: Northfield Township
ORI: MI8196400

Oakland County CLEMIS
REPORT EXCLUDES UCR STATUS OF UNF

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Report CLEAR-008 Summary of Offenses
All Offenses that were Attempted or Completed
For the Month of November

Agency: Northfield Township Police
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Classification	Nov/2014	Nov/2015	%Change
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
30004 ORGANIZED RETAIL FRAUD	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	2	0	-100.0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	1	0	-100.0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	0	0	-
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	-
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	0	0	-
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	0	1	-
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	-
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	-
Total for Group A	33	21	-36.4%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	0	0	-
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	0	0	-
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100.0%
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	0	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	0	0	-
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	2	0	-100.0%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	0	0	-
53001 DISORDERLY CONDUCT	0	0	-
53002 PUBLIC PEACE -OTHER	0	0	-
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	1	-

Agency: Northfield Township
ORI: MI8196400

Oakland County CLEMIS
REPORT EXCLUDES UCR STATUS OF UNF

Report: CLEAR-008
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Report Time:
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Report CLEAR-008 Summary of Offenses
All Offenses that were Attempted or Completed
For the Month of November

Agency: Northfield Township Police
ORI: MI8196400

Classification	Nov/2014	Nov/2015	%Change
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	2	1	-50.0%
55000 HEALTH AND SAFETY	0	0	-
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	0	1	-
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	0	1	-
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	0	1	-
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	1	0%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	6	6	0%
2800 JUVENILE OFFENSES AND COMPLAINTS	1	2	100.0%
2900 TRAFFIC OFFENSES	10	8	-20.0%
3000 WARRANTS	2	2	0%
3100 TRAFFIC CRASHES	18	21	16.7%
3200 SICK / INJURY COMPLAINT	9	11	22.2%
3300 MISCELLANEOUS COMPLAINTS	76	96	26.3%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	1	-
3500 NON-CRIMINAL COMPLAINTS	208	179	-13.9%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	11	27	145.5%
3800 ANIMAL COMPLAINTS	2	10	400.0%
3900 ALARMS	2	4	100.0%
Total for Group C	339	361	6.5%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	39	19	-51.3%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	9	4	-55.6%
4200 PARKING CITATIONS	2	0	-100.0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	3	0	-100.0%
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	3	1	-66.7%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	2	0	-100.0%
Total for Group D	58	24	-58.6%
5000 FIRE CLASSIFICATIONS	0	0	-
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-

Agency: Northfield Township
ORI: MI8196400

Oakland County CLEMIS
REPORT EXCLUDES UCR STATUS OF UNF

Report: CLEAR-008
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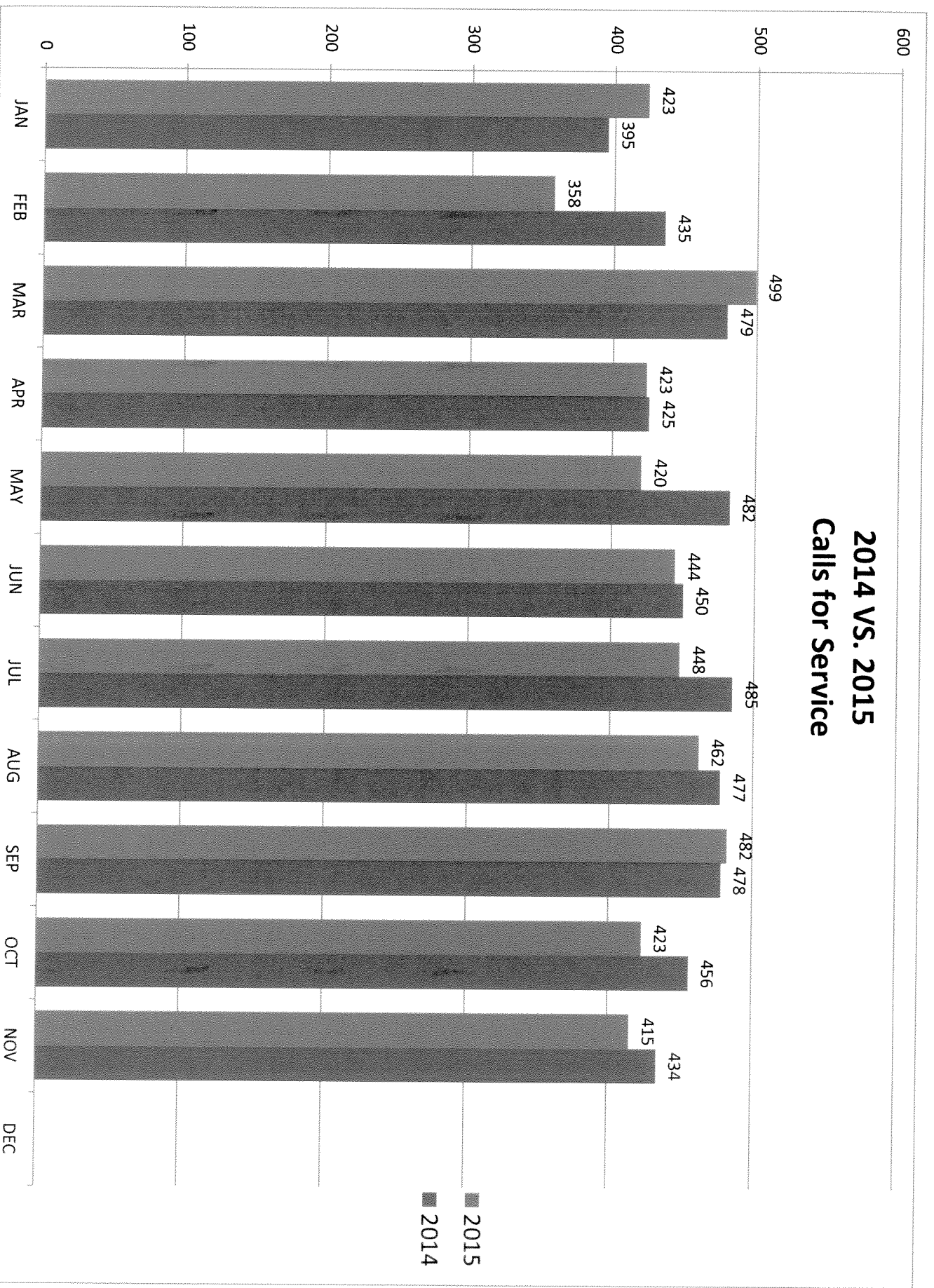
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Report CLEAR-008 Summary of Offenses
All Offenses that were Attempted or Completed
For the Month of November

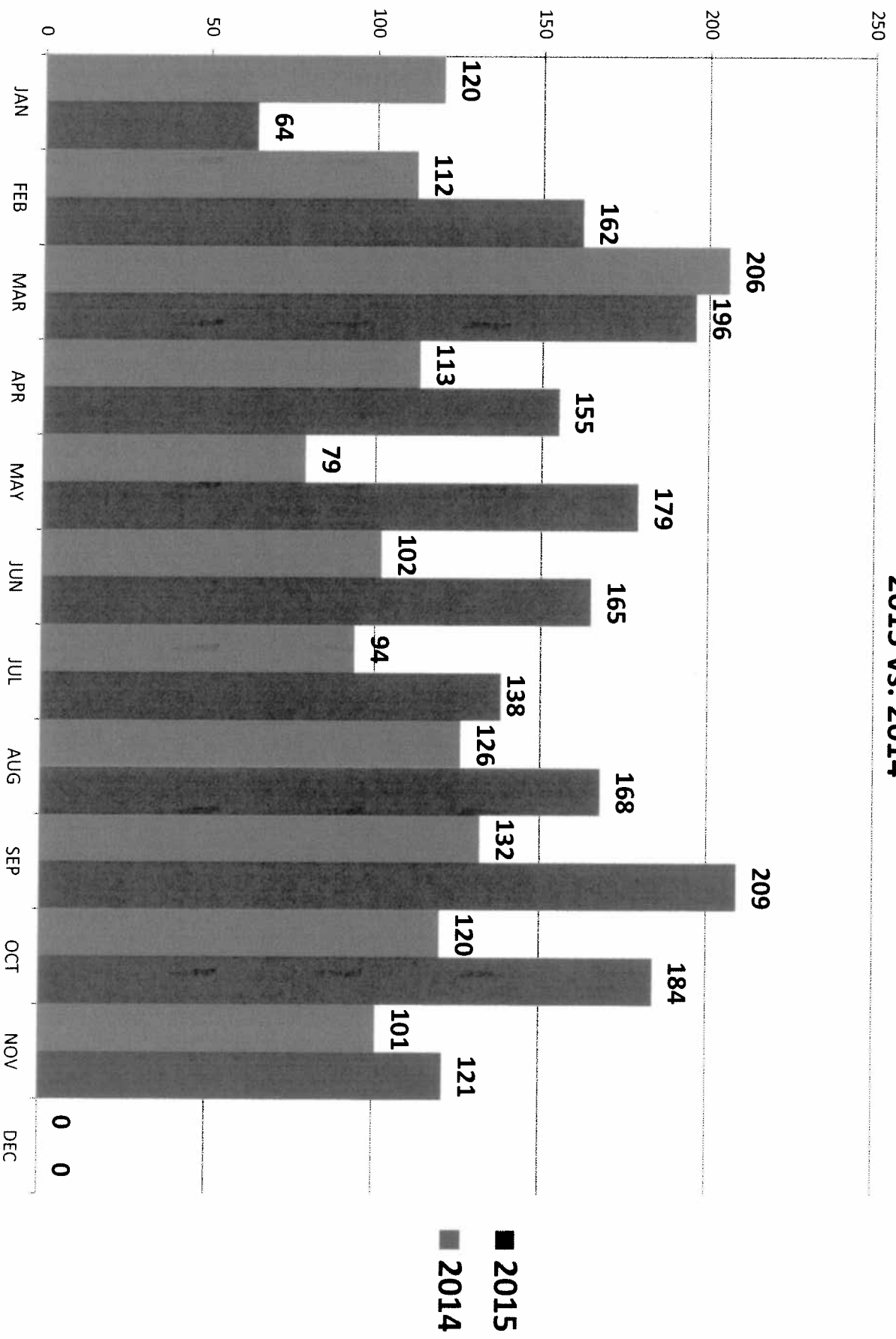
Agency: Northfield Township Police
ORI: MI8196400

Classification		Nov/2014	Nov/2015	%Change
Total for Group E		0	0	-
6000	MISCELLANEOUS ACTIVITIES (6000)	1	3	200.0%
6100	MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200	ARREST ASSIST	0	0	-
6300	CANINE ACTIVITIES	0	0	-
6500	CRIME PREVENTION ACTIVITIES	2	1	-50.0%
6600	COURT / WARRANT ACTIVITIES	0	0	-
6700	INVESTIGATIVE ACTIVITIES	0	0	-
Total for Group F		3	4	33.3%
Total for All Groups		439	416	-5.2%

2014 VS. 2015 Calls for Service



NUMBER OF TRAFFIC VIOLATIONS BY MONTH **2015 vs. 2014**



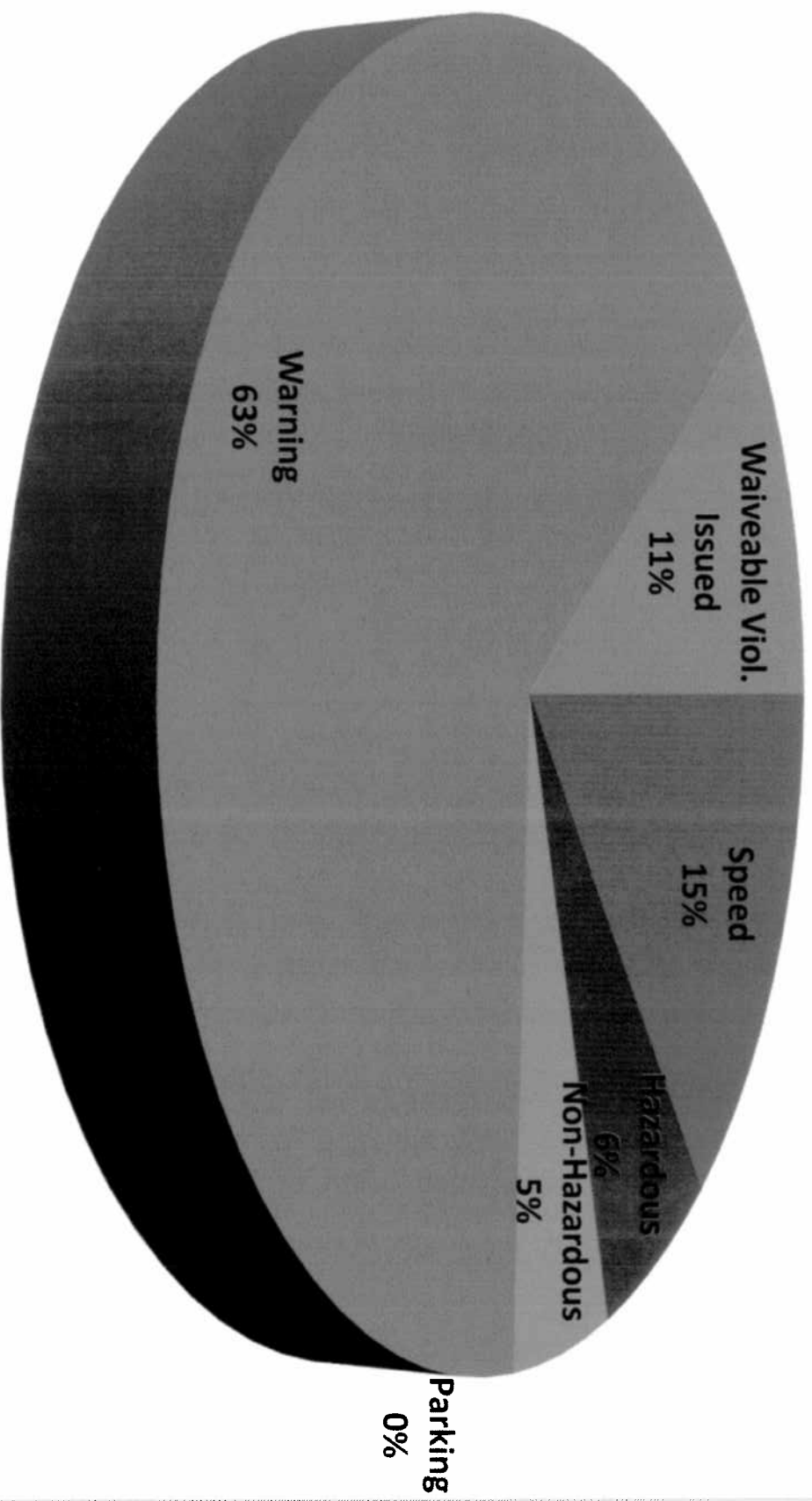
TRAFFIC VIOLATIONS SUMMARY

JANUARY 1, 2015 THROUGH DECEMBER 31, 2015													
2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Speed	26	33	57	27	23	21	6	27	29	31	15		295
Hazardous	5	9	9	2	3	8	5	12	8	7	6		74
Non-Hazardous	15	19	29	18	4	9	16	14	16	16	5		161
Parking	0	0	0	0	0	0	0	0	0	0	0		0
Warning	56	22	88	51	36	51	57	61	70	54	64		610
Waiveable Viol. Issued	18	29	23	15	13	13	10	12	9	12	11		165
TOTAL	120	112	206	113	79	102	94	126	132	120	101	0	1305
JANUARY 1, 2014 THROUGH DECEMBER 31, 2014													
2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Speed	11	41	49	53	59	49	22	39	46	46	20		435
Hazardous	4	13	12	8	11	2	15	15	13	7	4		104
Non-Hazardous	10	19	17	14	19	6	25	26	26	21	11		194
Parking	0	0	0	0	0	0	0	1	0	0	0		1
Warning	29	64	81	59	70	83	71	61	98	74	66		756
Waiveable	10	25	37	21	20	25	5	26	26	36	20		251
TOTAL	64	162	196	155	179	165	138	168	209	184	121	0	1741

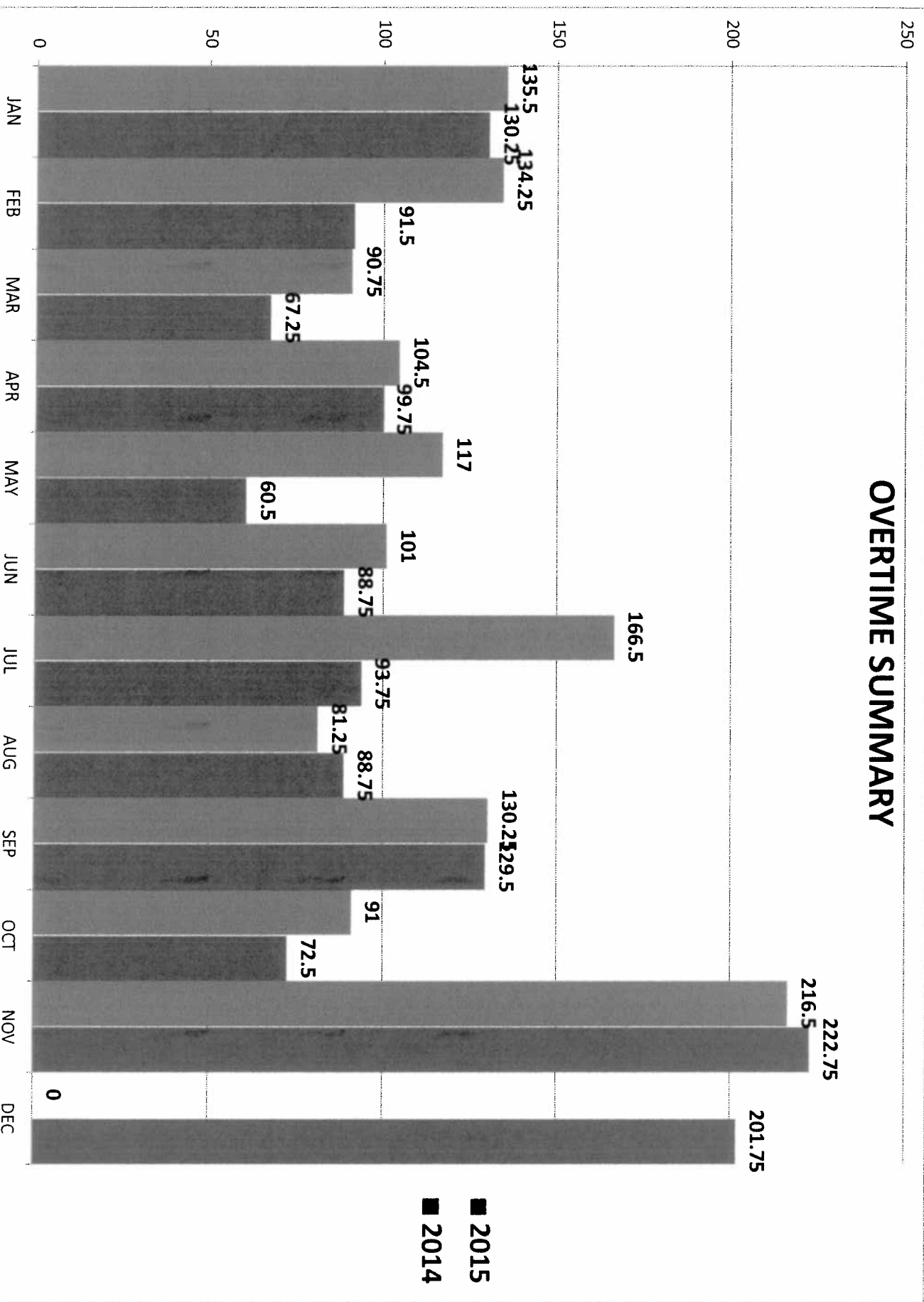
Note: Waiveable citations are: Defective Equipment; No Operator's License on Person and No Registration

TRAFFIC VIOLATIONS ISSUED BY TYPE

November 2015



OVERTIME SUMMARY



OVERTIME SUMMARY

OVERTIME BY TYPE													
2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Court	9	20	15	6	32	17	6	12	15.5	18	21.5		172
Complaint Investigation	1	15.75	0.75	3	18.75	1	3.5	20.5	4	3	2		73.25
Report Writing	2.5	0	0	2.5	1.25	0	0	2.5	0	4.5	1		14.25
Training	0	0	0	0	0	3	0	0	46.25	0	0		49.25
Short Shift	10	12	62	60	11.5	53	40	18.25	24	59	15.5		365.25
Administrative	1	18.5	13	1	5.5	0	7.5	0	2.5	0.5	0.5		50
Special Detail	0	0	0	0	0	27	64.5	28	6	6	0		131.5
Holiday	112	68	0	32	48	0	45	0	32	0	176		513
TOTAL	135.5	134.25	90.75	104.5	117	101	166.5	81.25	130.25	91	216.5	0	1368.5

	2014 VS. 2015													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	
2015 - TOTAL	135.5	134.25	90.75	104.5	117	101	166.5	81.25	130.25	91	216.5	0	1368.5	
2014 - TOTAL	130.25	91.5	67.25	99.75	60.5	88.75	93.75	88.75	129.5	72.5	222.75	201.75	1347	

EMPLOYEE TIME OFF

2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Sick	63	12	22	70	0	8	30	34	12	24	12		287
Comp	14	13	9.5	4.5	23.25	40.5	8.25	7.5	53	37.5	36		247
Vacation	54	56	36	24	0	0	154	56	8	44	0		432
Holiday	20	8	0	10	10	0	10	0	10	0	30		98
PTO	58	40.75	167	180	94.25	105	80	168.5	142.75	138.75	148.75		1323.75
Other	0	0	0	168	168	176	184	0	0	0	32		728
TOTAL	209	129.75	234.5	456.5	295.5	329.5	466.25	266	225.75	244.25	258.75	0	3115.75

Other: For 3 days of Funeral Leave (32 hrs)

RESERVE UNIT HOURS

RESERVE HOURS BY TYPE														
2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	
Training	0	4.5	0	0	0	0	0	0	0	0	0		4.5	
Patrol	0	0	8	0	22.5	0	8.25	8	8	4.5	18.75		78	
Crime Prevention	0	0	0	0	0	0	0	0	0	0	0		0	
Special Events	0	17.5	0	0	0	0	25	0	9	2	0		53.5	
Administrative	0	0	0	0	0	0	0	0	8	0	5		13	
TOTAL	0	22	8	0	22.5	0	33.25	8	25	6.5	23.75	0	149	

**JAMES E. COX
NORTHFIELD TOWNSHIP
WATER POLLUTION CONTROL FACILITY
11500 LEMEN ROAD WHITMORE LAKE MICHIGAN
PHONE 734-449-4159**

To: Northfield Township Board of Trustees

From: Tim Hardesty Wastewater Treatment Plant Superintendent

Date: December 3rd, 2015

Subject: November 2015 Monthly Report

- 11/3/15: Continuing with manhole assessment as weather allows.
- 11/8/15: Homeowner at 9154 Main St. was replacing his sewer pipe from the main to his house and hit our main line and broke it. We called Walt Spiegelberg to dig up pipe and make the necessary repairs to the main line.
- 11/10/15: Started changing outside equipment over to winter oil.
- 11/12/15: Pulled pump #1 at Elmcrest pump station because of rags.
- 11/17/18: Spent time marking out North Territorial force main line for MDOT.
- 11/18/15: Replaced trickling filter sample pump.
- 11/18/15: Call back for power failure at Eastshore #1 pump station.
- 11/19/15: Rolled up and put away all leaf fencing.
- 11/19/15: Pulled pump #2 at Eagle Gardens because of rags in pump.
- 11/24/15: Had Utilities Instrumentation Service out to inspect plant transformer, transfer switch, and disconnect switches.

November 2014 Daily Average Flow	.629MGD
November 2015 Daily Average Flow	.581MGD
Maximum November Daily Flow 2014	.727MGD
Maximum November Daily Flow 2015	.670MGD
Minimum November Daily Flow 2014	.571MGD
Minimum November Daily Flow 2015	.526MGD
6 – Month Average Flow	.686MGD
12 – Month Average Flow	.692MGD
Total Gallons Treated November 2014	18.865 MG
Total Gallons Treated November 2015	17.432MG
Rainfall (inches) November 2014	NA
Rainfall (inches) November 2015	NA
Connections / Tap-ins' to system	0
Miss Dig Staking's	8
Overtime hours for the month	38

Northfield Township Community Center
Monthly Report
November 2015
Tami Averill, Director

I. November Overview

The Senior Nutrition program continues to grow and run smoothly. We have 65 registered seniors, with 10 to 15 attending on a daily basis. Lunches are being served on Mondays, Wednesdays and Fridays at 12:15p.m. Home delivered meals should begin in mid-December.

THANK YOU to our Senior Lunch Volunteers –Linda Hartley, Cindy Hogston, Ernestine Hogston, Karen Neigebauer, Donn Sleek, Ann Thompson and Curtis Ward. They, along with our Sr. Nutrition Program Assistant, Amber Barsegian, continue to do a wonderful job and keep things running smoothly.

Planning for future programming and trips is ongoing. We are busily getting ready for the Sr. Holiday Gala on Dec. 3 and Dinner with Santa on Dec. 15.

A big thank you to our volunteers –Ruth Hague, Linda Hartley, Benny Hogston, Cindy Hogston, Ernestine Hogston, Betty Jones, Alyssa Jones, Autumn Jones, Mary Ann Lawrence, Laura Misko, Karen Neigebauer, Fritz Nelson, Kim & Isabel Pohl, Donn Sleek, Ann Thompson, and Curtis Ward - for the work they contributed in November. Their hard work is always appreciated and helps to keep the Center running smoothly.

II. Program Evaluation

a. On Going Services

We added licensed Reflexology Specialists, Lisa Abrams and Peg Merica, in November. They are offering reflexology sessions and therapeutic foot baths on Tuesday and Thursday afternoons and Wednesday evenings.

Dr. Anthony Mastrogiacomo from South Lyon Foot & Ankle Specialists is offering senior foot care once a month.

The Medical Loan Closet continues to be available to the community. Two items were loaned in November. We continue to ask for donations of wheelchairs, 4-wheeled walkers with seats, and shower chairs. We received donations of several standard walkers and a shower bench in November.

The Regency continues to send a Registered Nurse on the 2nd Tuesday of each month to do blood pressure screenings. Seven people participated in November.

b. Classes

Chair Yoga (6 participants/week) and Exercise with Becky (8-12 participants/week) continue on Tuesdays. Tai Chi class continues with five students. MAH Fitness continued with four students. Gentle Yoga (formerly Yoga for Beginners) has 10 registered participants. Gentle Energy Exercises currently has 3 people participating.

Mom & Tots Time had 2 families participate in November. Our theme was "Happy Thanksgiving!" We read stories, created turkey hats, and enjoyed some pumpkin pie!

c. **On-Going Activities**

Pinochle continues every Tuesday and Thursday afternoon. Attendance has been consistent at 8 to 12 players per day each week.

The Knit, Crochet, Craft group continues to meet every Friday afternoon. 3-5 people attended each week during November.

The Whitmore Lake Portrait Group remains steady with their participation. Ten to twelve artists attend each week. The art gallery that showcases their art continues to be popular with our guests.

The Chamber of Commerce continues to hold their monthly meetings here on the first Wednesday of each month.

Both the Morning Kiwanis and the Evening Kiwanis continue to hold their regular meetings and Board meetings at the Community Center.

The Lost Voices Board of Directors now holds their monthly meetings here on the first Thursday evening of each month.

d. **Special Events**

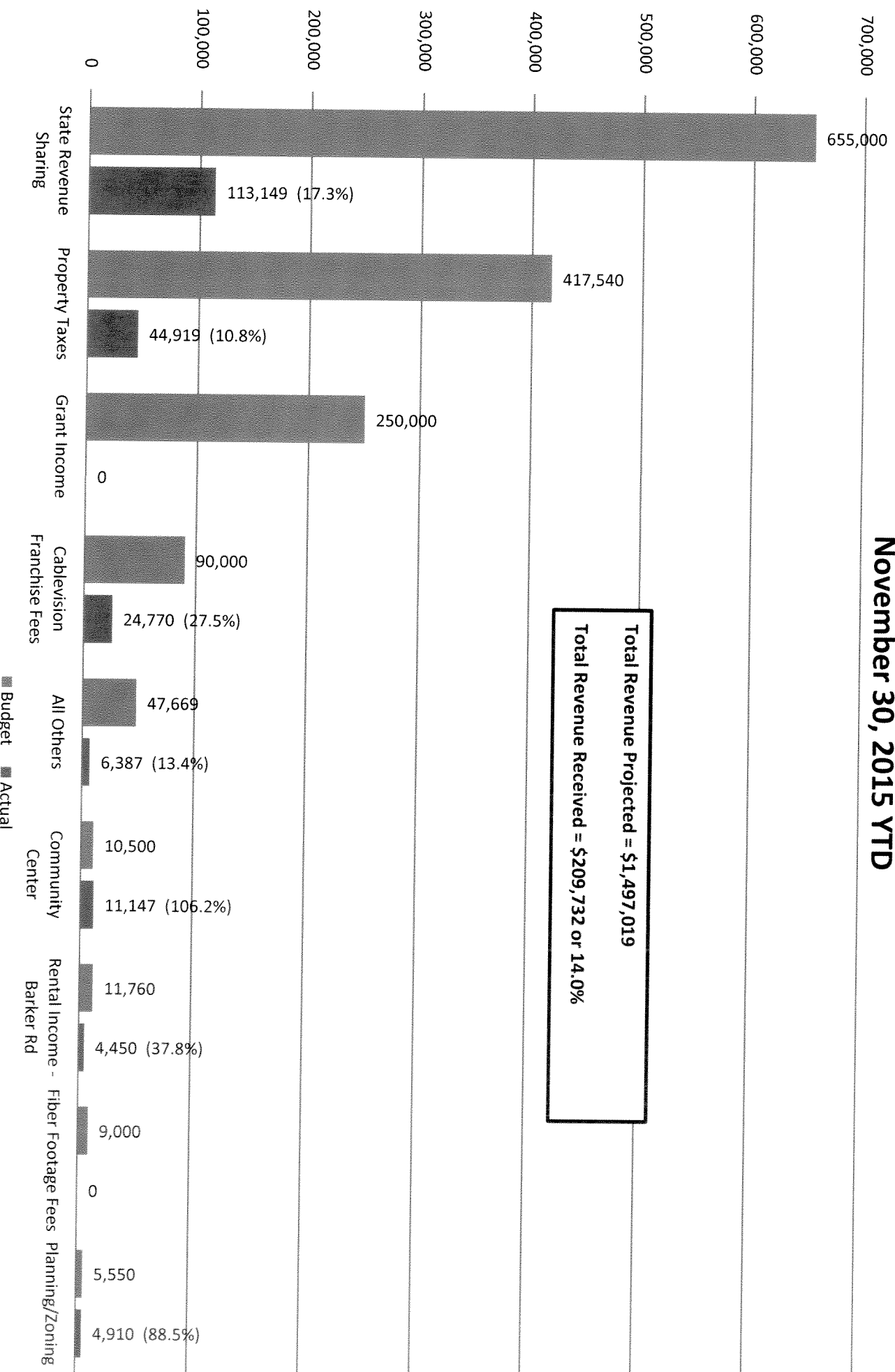
"Karaoke Night at the Community Center," continued on November 6 with 16 people in attendance.

Our 1st Annual Holiday Wishes Craft Show took place on November 20 and 21. Thirteen crafters and vendors offered a variety of goods for sale – jewelry, books, essential oils, knitted items, baked goods, bubble bath and more. Attendance was lower than we had hoped, but approximately 100 shopped over the two days. Saturday's unexpected foot of snow caused the attendance to slow as the road conditions worsened. We closed two hours early on Saturday.

Thirty-six people attended the Fall Harvest Potluck on November 16. Good food and an entertaining storytelling performance was enjoyed by all.

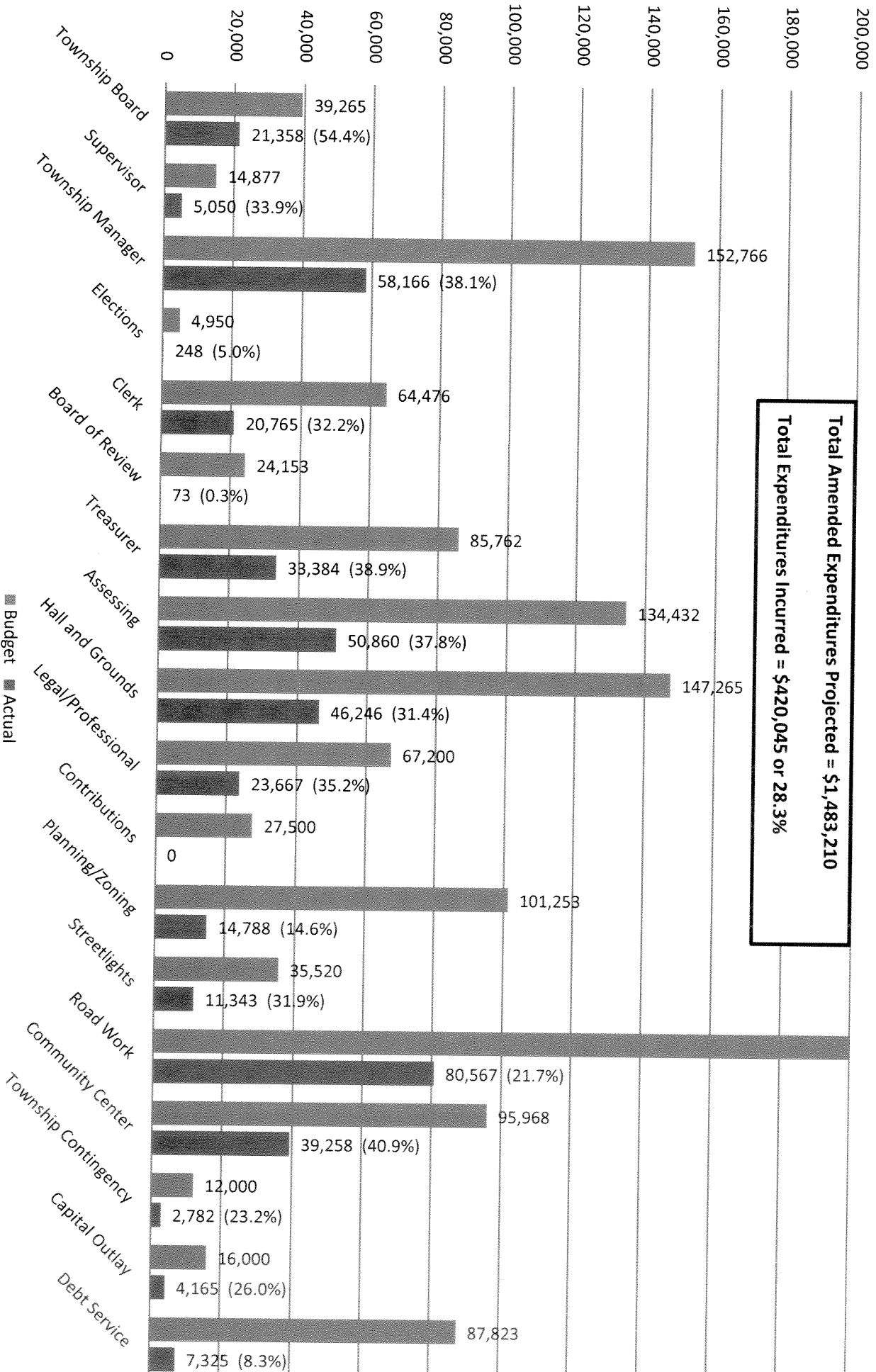
NORTHFIELD TOWNSHIP GENERAL FUND

Revenues Projected vs. Received November 30, 2015 YTD

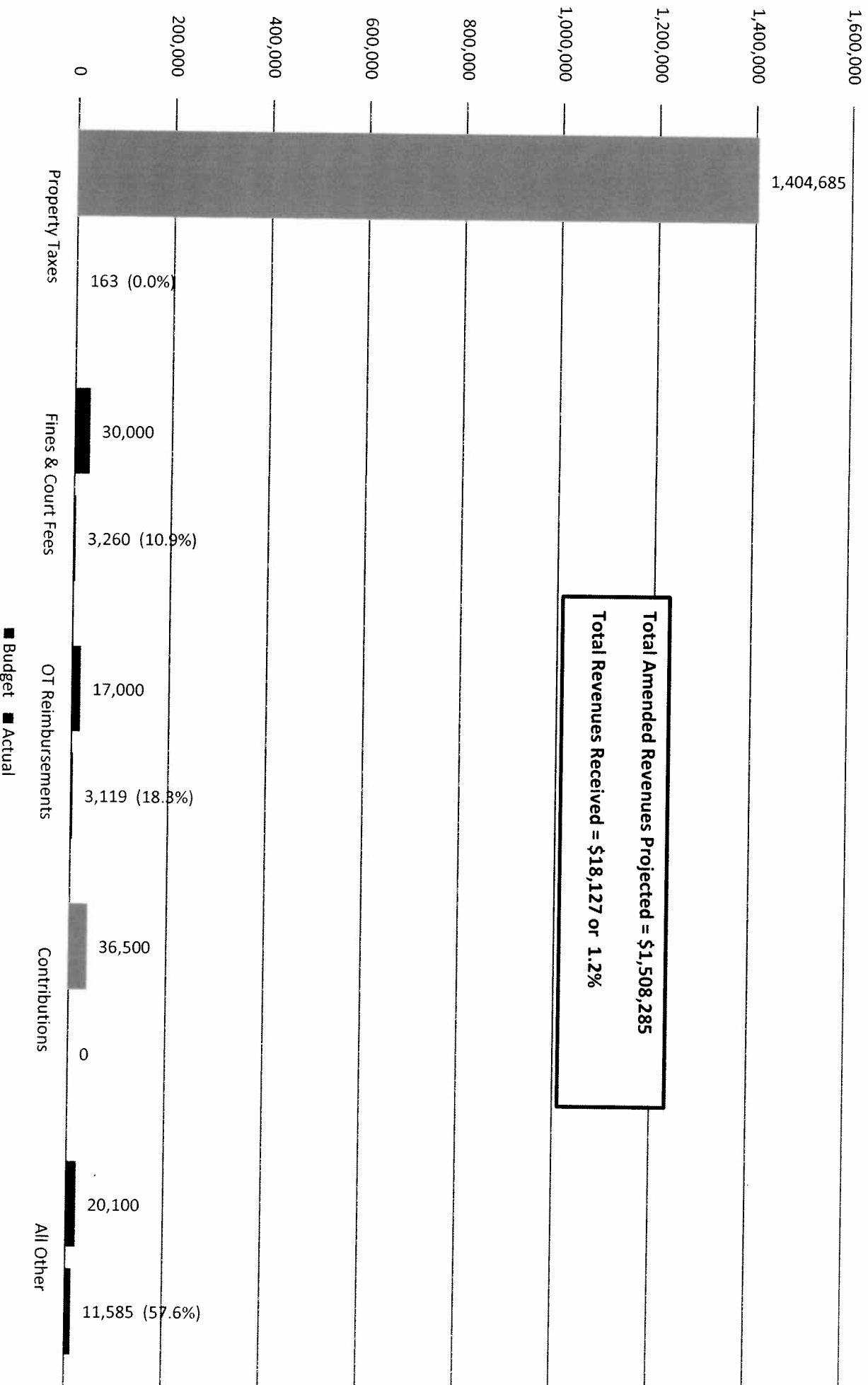


NORTHFIELD TOWNSHIP GENERAL FUND

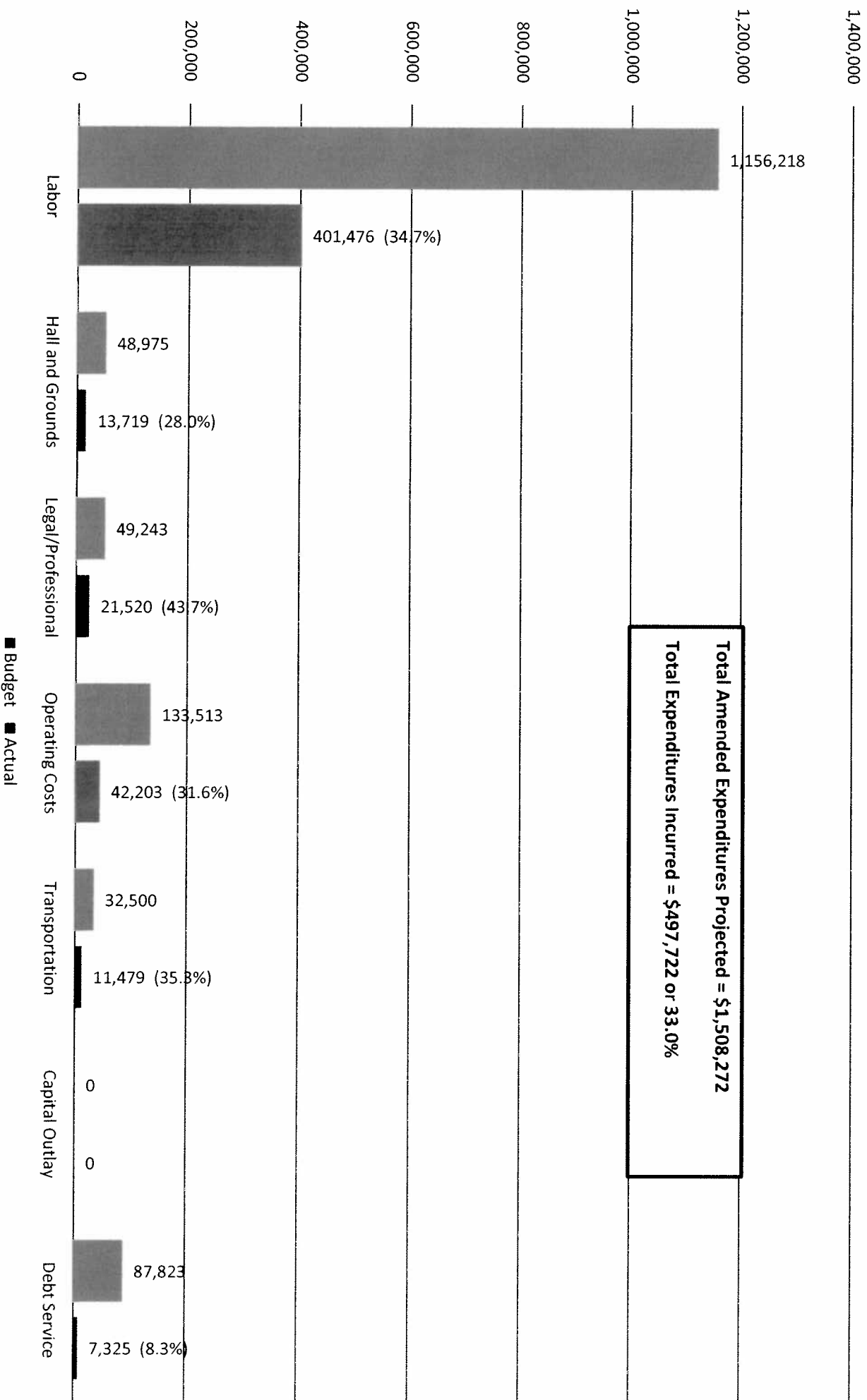
Amended Expenditures Projected vs. Incurred November 30, 2015 YTD



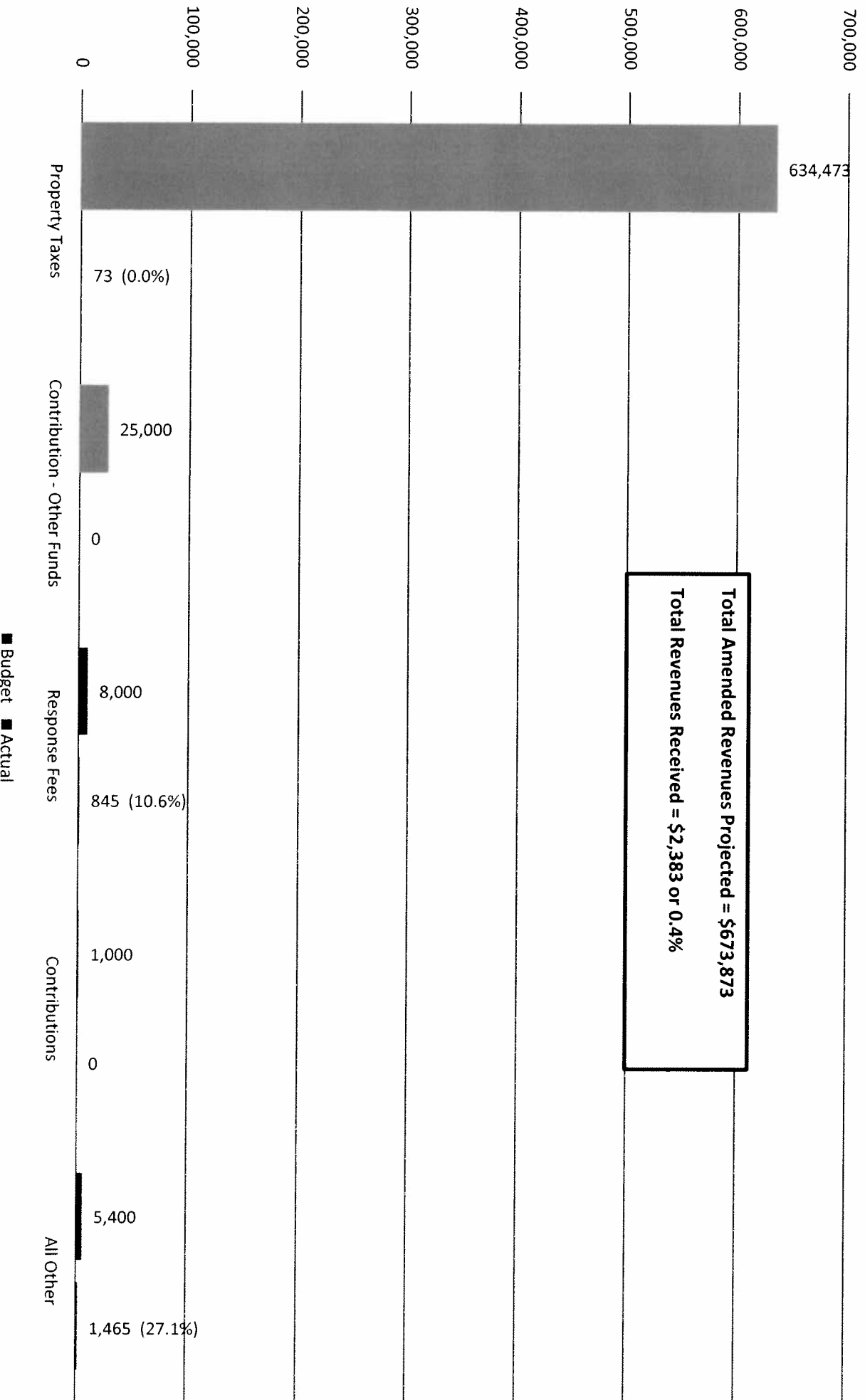
NORTHFIELD TOWNSHIP POLICE FUND Amended Revenues Projected vs. Received November 30, 2015 YTD



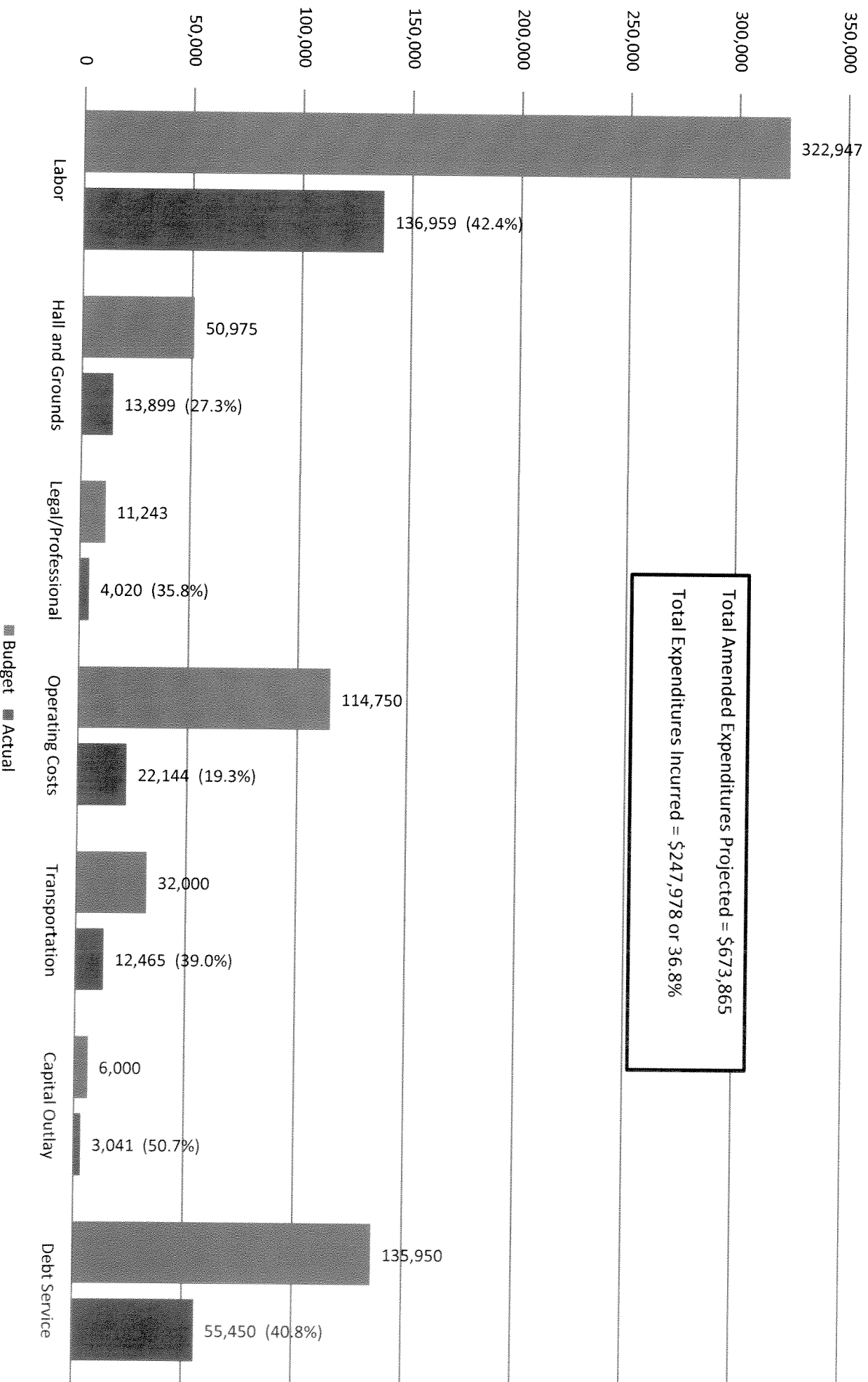
NORTHFIELD TOWNSHIP POLICE FUND Amended Expenditures Projected vs. Incurred November 30, 2015 YTD



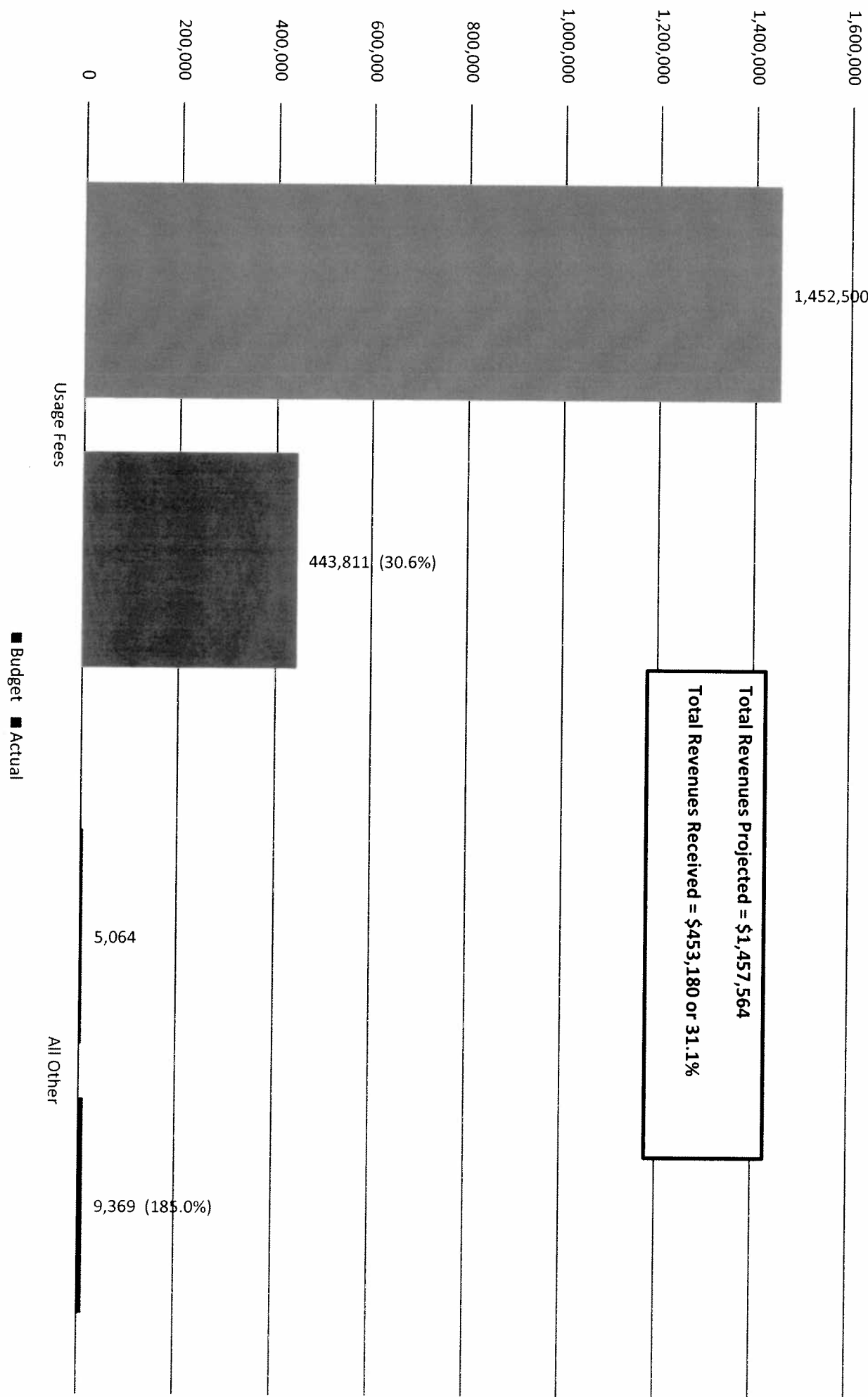
NORTHFIELD TOWNSHIP **FIRE/MEDICAL RESCUE FUND** **Amended Revenues Projected vs. Received** **November 30, 2015 YTD**



NORTHFIELD TOWNSHIP FIRE/MEDICAL RESCUE FUND Amended Expenditures Projected vs. Incurred November 30, 2015 YTD



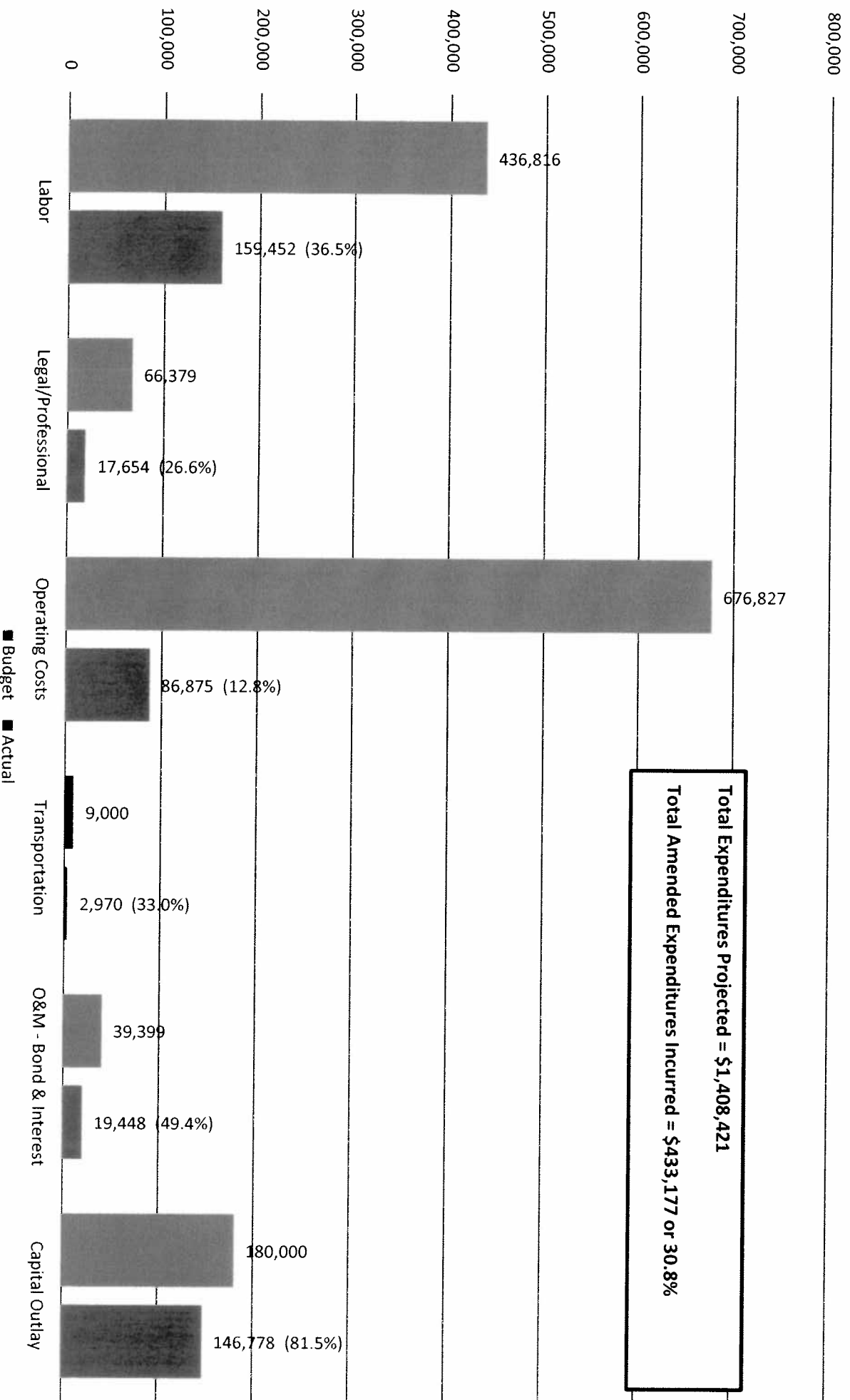
NORTHFIELD TOWNSHIP **WWTP FUND** **Revenues Projected vs. Received** **November 30, 2015 YTD**



Total Revenues Projected = \$1,457,564
Total Revenues Received = \$453,180 or 31.1%

■ Budget ■ Actual

NORTHFIELD TOWNSHIP WWTP FUND Amended Expenditures Projected vs. Incurred November 30, 2015 YTD



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PERIOD ENDING 11/30/2015
% Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND								
Revenues								
Dept 000								
101-000-426	PRIOR YEAR TAX INTEREST	0.00	0.00	0.00	194.07	0.00	(194.07)	100.00
101-000-452	PEDDLER'S LICENSES	340.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000-453	CABLEVISION FRANCHISE FEES	97,378.60	90,000.00	90,000.00	24,770.34	24,770.34	65,229.66	27.52
101-000-455	FIBER FOOTAGE FEES	7,557.06	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00
101-000-574	STATE SHARED REVENUE	650,034.00	655,000.00	655,000.00	113,149.00	0.00	541,851.00	17.27
101-000-590	GRANT INCOME	0.00	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00
101-000-615	INSURANCE PROCEEDS	456.28	0.00	0.00	0.00	0.00	0.00	0.00
101-000-626	COPY & FOIA INCOME	55.07	250.00	250.00	49.42	15.00	200.58	19.77
101-000-655	ORDINANCE FINES	0.00	0.00	0.00	100.00	0.00	(100.00)	100.00
101-000-665	INTEREST INCOME	180.51	300.00	300.00	231.46	0.00	68.54	77.15
101-000-671	REIMBURSEMENT/OTHER INCOME	2,859.74	650.00	650.00	70.07	0.00	579.93	10.78
101-000-688	RENTAL INCOME - BARKER RD	11,460.00	11,760.00	11,760.00	4,450.00	2,490.00	7,310.00	37.84
101-000-690	UNREALIZED GAIN/LOSS	123.55	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		770,444.81	1,016,960.00	1,016,960.00	143,014.36	27,275.34	873,945.64	14.06
Dept 191-ELECTIONS								
101-191-671	REIMBURSEMENT/OTHER INCOME	0.00	0.00	0.00	5,741.48	0.00	(5,741.48)	100.00
Total Dept 191-ELECTIONS		0.00	0.00	0.00	5,741.48	0.00	(5,741.48)	100.00
Dept 253-TREASURER								
101-253-402	CURRENT PROPERTY TAX	256,344.00	263,700.00	263,700.00	30.06	0.00	263,669.94	0.01
101-253-404	MOBILE HOME LICENSE FEES	2,900.00	2,850.00	2,850.00	240.00	0.00	2,610.00	8.42
101-253-445	PENALTY & INTEREST ON TAXES	2,826.11	500.00	500.00	30.23	8.79	469.77	6.05
101-253-627	SUMMER TAX PREPARATION	13,487.50	13,490.00	13,490.00	0.00	0.00	13,490.00	0.00
101-253-680	TAX ADMINISTRATION FEES	136,940.11	137,000.00	137,000.00	44,618.57	282.38	92,381.43	32.57
Total Dept 253-TREASURER		412,497.72	417,540.00	417,540.00	44,918.86	291.17	372,621.14	10.76
Dept 336-CONTRIBUTIONS								
101-336-624	DDA	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
101-336-625	SEWER ADMINISTRATION	43,969.00	46,469.00	46,469.00	0.00	0.00	46,469.00	0.00
Total Dept 336-CONTRIBUTIONS		63,969.00	46,469.00	46,469.00	0.00	0.00	46,469.00	0.00
Dept 412-PLANNING/ZONING DEPT								
101-412-477	ZONING COMPLIANCE PERMITS	5,500.00	3,000.00	3,000.00	2,980.00	580.00	20.00	99.33
101-412-608	VARIANCES/APPEALS	1,420.00	2,000.00	2,000.00	1,180.00	0.00	820.00	59.00
101-412-629	ZONING COPIES	0.00	50.00	50.00	0.00	0.00	50.00	0.00
101-412-637	SPLIT APPLICATIONS	850.00	500.00	500.00	750.00	0.00	(250.00)	150.00
Total Dept 412-PLANNING/ZONING DEPT		7,770.00	5,550.00	5,550.00	4,910.00	580.00	640.00	88.47
Dept 666-COMMUNITY CENTER								
101-666-643	CC TRIPS	11,656.62	5,000.00	5,000.00	4,989.00	880.00	11.00	99.78
101-666-644	CC PROGRAMS	0.00	5,000.00	5,000.00	390.00	109.00	4,610.00	7.80
101-666-649	SCC MEMBERSHIP	0.00	0.00	0.00	155.42	155.42	(155.42)	100.00
101-666-671	REIMBURSEMENT/OTHER INCOME	4,816.66	0.00	0.00	5,500.00	0.00	(5,500.00)	100.00
101-666-676	CONTRIBUTIONS - SCC	1,491.46	500.00	500.00	112.57	(93.12)	387.43	22.51

REVENUE AND EXPENDITURE REPORT FOR NORTHFIELD TOWNSHIP

PERIOD ENDING 11/30/2015

% Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDC USED
Fund 101 - GENERAL FUND								
Revenues								
Total Dept 666-COMMUNITY CENTER		17,964.74	10,500.00	10,500.00	11,146.99	1,051.30	(646.99)	106.16
TOTAL Revenues		1,272,646.27	1,497,019.00	1,497,019.00	209,731.69	29,197.81	1,287,287.31	14.01
Expenditures								
Dept 101-TOWNSHIP BOARD								
101-101-701	101257900	9,891.51	10,000.00	10,000.00	1,874.97	0.00	8,125.03	18.75
101-101-715	SOCIAL SECURITY	756.72	765.00	765.00	158.76	0.00	606.24	20.75
101-101-807	MEMBERSHIP DUES	9,551.68	10,500.00	10,500.00	7,063.20	0.00	3,436.80	67.27
101-101-836	WELFARE COSTS	0.00	0.00	10,000.00	10,000.00	0.00	0.00	100.00
101-101-900	PRINTING & PUBLICATIONS	7,073.24	7,000.00	7,000.00	2,261.00	643.01	4,739.00	32.30
101-101-957	TRAINING & DEVELOPMENT	509.31	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 101-TOWNSHIP BOARD		27,782.46	29,265.00	39,265.00	21,357.93	643.01	17,907.07	54.39
Dept 171-SUPERVISOR								
101-171-701	SALARIES	12,499.76	12,500.00	12,500.00	4,807.60	961.52	7,692.40	38.46
101-171-715	SOCIAL SECURITY	(660.83)	957.00	957.00	242.92	73.55	714.08	25.38
101-171-807	MEMBERSHIP DUES	0.00	120.00	120.00	0.00	0.00	120.00	0.00
101-171-860	FUEL & MILEAGE	0.00	200.00	200.00	0.00	0.00	200.00	0.00
101-171-956	MISCELLANEOUS	0.00	100.00	100.00	0.00	0.00	100.00	0.00
101-171-957	TRAINING & DEVELOPMENT	285.58	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 171-SUPERVISOR		12,124.51	14,877.00	14,877.00	5,050.52	1,035.07	9,826.48	33.95
Dept 172-TOWNSHIP MANAGER								
101-172-701	SALARIES	77,000.04	77,000.00	77,000.00	29,615.40	5,923.08	47,384.60	38.46
101-172-704	CLERICAL/DEP /SUPER/ELECTION	25,325.50	28,288.00	28,288.00	9,735.60	2,062.30	18,552.40	34.42
101-172-715	SOCIAL SECURITY	11,995.42	12,335.00	12,335.00	4,593.81	971.02	7,741.19	37.24
101-172-716	HOSPITALIZATION	6,534.22	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-172-717	LIFE/DISB. INSURANCE	975.48	1,020.00	1,020.00	487.74	162.58	532.26	47.82
101-172-718	PENSION	7,213.53	7,700.00	7,700.00	2,961.55	592.32	4,738.45	38.46
101-172-722	CONTROLLER	54,477.77	55,940.00	55,940.00	20,698.82	4,707.50	35,241.18	37.00
101-172-818	CONTRACTUAL SERVICES	5,858.68	7,500.00	7,500.00	720.00	0.00	6,780.00	9.60
101-172-850	COMMUNICATION	605.94	1,000.00	1,000.00	250.42	50.41	749.58	25.04
101-172-860	FUEL & MILEAGE	0.00	500.00	500.00	0.00	0.00	500.00	0.00
101-172-927	ALLOCATE TO DEPARTMENTS	(36,501.00)	(41,017.00)	(41,017.00)	(10,972.30)	(1,767.00)	(30,044.70)	26.75
101-172-957	TRAINING & DEVELOPMENT	744.87	1,000.00	1,000.00	75.00	75.00	925.00	7.50
Total Dept 172-TOWNSHIP MANAGER		154,230.45	152,766.00	152,766.00	58,166.04	12,777.21	94,599.96	38.08
Dept 191-ELECTIONS								
101-191-704	CLERICAL/DEP /SUPER/ELECTION	9,416.75	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-191-727	SUPPLIES	4,929.53	1,500.00	1,500.00	247.70	0.00	1,252.30	16.51
101-191-818	CONTRACTUAL SERVICES	1,760.00	0.00	0.00	0.00	0.00	0.00	0.00
101-191-851	POSTAGE	0.00	200.00	200.00	0.00	0.00	200.00	0.00
101-191-900	PRINTING & PUBLICATIONS	2,471.87	250.00	250.00	0.00	0.00	250.00	0.00
Total Dept 191-ELECTIONS		18,578.15	4,950.00	4,950.00	247.70	0.00	4,702.30	5.00

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% Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND								
Expenditures								
Dept 215-CLERK								
101-215-701	SALARIES	11,538.24	12,500.00	12,500.00	4,807.60	961.52	7,692.40	38.46
101-215-703	DEPUTY SALARIES	38,508.49	34,360.00	34,360.00	12,226.59	2,520.00	22,133.41	35.58
101-215-715	SOCIAL SECURITY	3,828.56	3,585.00	3,585.00	1,429.11	266.33	2,155.89	39.86
101-215-716	HOSPITALIZATION	0.00	1,125.00	1,125.00	0.00	0.00	1,125.00	0.00
101-215-717	LIFE/DISB. INSURANCE	0.00	500.00	500.00	370.71	370.71	129.29	74.14
101-215-718	PENSION	0.00	3,436.00	3,436.00	756.00	252.00	2,680.00	22.00
101-215-723	RECORD SEC	6,147.50	7,720.00	7,720.00	1,175.00	0.00	6,545.00	15.22
101-215-807	MEMBERSHIP DUES	0.00	100.00	100.00	0.00	0.00	100.00	0.00
101-215-860	FUEL & MILEAGE	60.94	150.00	150.00	0.00	0.00	150.00	0.00
101-215-922	LATE FEES AND PENALTIES	(26.22)	0.00	0.00	0.00	0.00	0.00	0.00
101-215-957	TRAINING & DEVELOPMENT	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 215-CLERK		60,057.51	64,476.00	64,476.00	20,765.01	4,370.56	43,710.99	32.21
Dept 247-BOARD OF REVIEW								
101-247-706	BOARD OF REVIEW FEE	1,389.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-247-715	SOCIAL SECURITY	106.27	153.00	153.00	0.00	0.00	153.00	0.00
101-247-723	RECORD SEC	1,050.00	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-247-900	PRINTING & PUBLICATIONS	682.00	800.00	800.00	0.00	0.00	800.00	0.00
101-247-959	TRIBUNALS AND DRAINS	10,496.56	20,000.00	20,000.00	73.51	0.00	19,926.49	0.37
Total Dept 247-BOARD OF REVIEW		13,723.83	24,153.00	24,153.00	73.51	0.00	24,079.49	0.30
Dept 253-TREASURER								
101-253-701	SALARIES	12,499.76	12,500.00	12,500.00	4,807.60	961.52	7,692.40	38.46
101-253-703	DEPUTY SALARIES	42,770.75	43,500.00	43,500.00	16,567.18	3,329.68	26,932.82	38.09
101-253-704	CLERICAL/DEP /SUPER/ELECTION	21,681.19	19,365.00	19,365.00	1,697.13	0.00	17,667.87	8.76
101-253-715	SOCIAL SECURITY	5,886.70	5,765.00	5,765.00	1,726.81	318.72	4,038.19	29.95
101-253-716	HOSPITALIZATION	10,089.51	7,305.00	7,305.00	5,097.21	877.01	2,207.79	69.78
101-253-717	LIFE/DISB. INSURANCE	460.80	485.00	485.00	230.40	76.80	254.60	47.51
101-253-718	PENSION	4,213.44	4,350.00	4,350.00	1,656.68	332.96	2,693.32	38.08
101-253-803	LEGAL	6,000.00	6,000.00	6,000.00	2,500.00	500.00	3,500.00	41.67
101-253-804	TAX STATEMENT PREPARATION	1,440.66	1,650.00	1,650.00	790.69	0.00	859.31	47.92
101-253-807	MEMBERSHIP DUES	100.00	130.00	130.00	0.00	0.00	130.00	0.00
101-253-851	POSTAGE	3,573.27	3,000.00	3,000.00	1,723.71	0.00	1,276.29	57.46
101-253-860	FUEL & MILEAGE	217.08	200.00	200.00	73.31	0.00	126.69	36.66
101-253-927	ALLOCATE TO DEPARTMENTS	(21,036.00)	(20,488.00)	(20,488.00)	(3,761.00)	(3,761.00)	(16,727.00)	18.36
101-253-956	MISCELLANEOUS	3,137.78	1,000.00	1,000.00	274.47	0.00	725.53	27.45
101-253-957	TRAINING & DEVELOPMENT	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 253-TREASURER		91,034.94	85,762.00	85,762.00	33,384.19	2,635.69	52,377.81	38.93
Dept 257-ASSESSING								
101-257-709	ASST ASSESSOR	23,097.64	38,480.00	38,480.00	14,400.00	2,880.00	24,080.00	37.42
101-257-713	ASSESSOR	5,597.70	0.00	0.00	0.00	0.00	0.00	0.00
101-257-715	SOCIAL SECURITY	2,195.20	2,944.00	2,944.00	1,101.60	220.32	1,842.40	37.42
101-257-716	HOSPITALIZATION	5,769.58	18,860.00	18,860.00	8,668.52	1,536.22	10,191.48	45.96
101-257-717	LIFE/DISB. INSURANCE	0.00	700.00	700.00	408.96	408.96	291.04	58.42
101-257-718	PENSION	236.30	3,848.00	3,848.00	1,296.00	288.00	2,552.00	33.68
101-257-720	BANKED PTO	(3,234.63)	0.00	0.00	0.00	0.00	0.00	0.00
101-257-727	SUPPLIES	1,185.81	1,500.00	1,500.00	652.28	515.00	847.72	43.49
101-257-807	MEMBERSHIP DUES	0.00	500.00	500.00	13.00	0.00	487.00	2.60

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GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% EDGT USED
Fund 101 - GENERAL FUND								
Expenditures								
101-257-818	CONTRACTUAL SERVICES	59,848.31	60,600.00	60,600.00	24,166.65	4,833.33	36,433.35	39.88
101-257-851	POSTAGE	2,202.50	2,500.00	2,500.00	152.69	102.69	2,347.31	6.11
101-257-860	FUEL & MILEAGE	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-257-900	PRINTING & PUBLICATIONS	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-257-957	TRAINING & DEVELOPMENT	1,050.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 257-ASSESSING		97,948.41	134,432.00	134,432.00	50,859.70	10,784.52	83,572.30	37.83
Dept 265-HALL AND GROUNDS								
101-265-710	JANITORIAL SALARIES	5,240.00	6,000.00	6,000.00	2,355.00	540.00	3,645.00	39.25
101-265-715	SOCIAL SECURITY	455.94	460.00	460.00	236.39	41.31	223.61	51.39
101-265-716	HOSPITALIZATION	(146.43)	0.00	0.00	0.00	0.00	0.00	0.00
101-265-727	SUPPLIES	9,976.20	10,000.00	10,000.00	4,179.84	1,199.38	5,820.16	41.80
101-265-731	WORKERS COMP INSURANCE	1,896.00	2,050.00	2,050.00	2,049.00	0.00	99.95	99.95
101-265-816	GROUNDS/CLEANING/JANITORL SERVI	5,295.00	5,000.00	5,000.00	2,140.00	440.00	2,860.00	42.80
101-265-821	PSB MAINT & OPS ALLOCATION	44,890.00	48,975.00	48,975.00	13,719.00	7,377.00	35,256.00	28.01
101-265-850	COMMUNICATION	8,917.06	11,280.00	11,280.00	4,821.83	1,477.26	6,458.17	42.75
101-265-851	POSTAGE	4,596.93	5,500.00	5,500.00	2,386.18	677.67	3,113.82	43.39
101-265-910	INSURANCE & BONDS	23,453.00	30,700.00	30,700.00	0.00	0.00	30,700.00	0.00
101-265-920	UTILITIES	217.66	200.00	200.00	52.73	0.00	147.27	26.37
101-265-930	REPAIRS & MAINTENANCE	20,029.04	20,000.00	20,000.00	12,868.83	5,984.00	7,131.17	64.34
101-265-938	CHARGEBACKS - PRIOR TAX YEARS	4,047.62	2,500.00	2,500.00	91.50	0.00	2,408.50	3.66
101-265-940	RENTAL EQUIPMENT	3,675.88	4,300.00	4,300.00	1,344.45	220.74	2,955.55	31.27
101-265-956	MISCELLANEOUS	263.54	300.00	300.00	1.00	0.00	299.00	0.33
Total Dept 265-HALL AND GROUNDS		132,807.44	147,265.00	147,265.00	46,245.75	17,957.36	101,019.25	31.40
Dept 270-LEGAL/PROFESSIONAL								
101-270-800	OTHER PROFESSIONAL FEES	925.00	500.00	500.00	0.00	0.00	500.00	0.00
101-270-802	AUDIT FEES	4,500.00	6,300.00	6,300.00	6,300.00	6,300.00	0.00	100.00
101-270-803	LEGAL	100,997.27	96,000.00	96,000.00	31,252.11	8,196.00	64,747.89	32.55
101-270-806	ENGINEER	12,214.00	10,000.00	10,000.00	5,114.50	1,987.50	4,885.50	51.15
101-270-927	ALLOCATE TO DEPARTMENTS	(45,600.00)	(45,600.00)	(45,600.00)	(19,000.00)	(3,800.00)	(26,600.00)	41.67
Total Dept 270-LEGAL/PROFESSIONAL		73,036.27	67,200.00	67,200.00	23,666.61	12,683.50	43,533.39	35.22
Dept 336-CONTRIBUTIONS								
101-336-933	CONTRIBUTION - INDEPENDENCE D	2,500.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
101-336-963	CONTRIBUTION - WWTP	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00
101-336-964	CONTRIBUTION-FIRE & MED RES	30,890.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
101-336-967	CONTRIBUTION-LAW ENFORCEMENT	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 336-CONTRIBUTIONS		53,390.00	27,500.00	27,500.00	0.00	0.00	27,500.00	0.00
Dept 412-PLANNING/ZONING DEPT								
101-412-707	ZBA SALARIES	3,100.00	3,000.00	3,000.00	900.00	0.00	2,100.00	30.00
101-412-715	SOCIAL SECURITY	1,139.85	1,071.00	1,071.00	344.25	53.55	726.75	32.14
101-412-723	RECORD SEC	5,597.50	6,720.00	6,720.00	1,365.00	0.00	5,355.00	20.31
101-412-726	PLANN COMM	11,800.00	11,000.00	11,000.00	3,800.00	700.00	7,200.00	34.55
101-412-727	SUPPLIES	172.18	200.00	200.00	54.00	54.00	146.00	27.00
101-412-800	OTHER PROFESSIONAL FEES	4,097.50	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-412-801	PLANNER FEES	29,932.11	30,750.00	30,750.00	665.00	190.00	30,085.00	2.16

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Fund 101 - GENERAL FUND								
Expenditures								
101-412-803	LEGAL	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-412-809	CODE ENFORCEMENT	16,641.37	17,000.00	17,000.00	5,458.32	850.00	11,541.68	32.11
101-412-818	CONTRACTUAL SERVICES	8,416.00	0.00	8,416.00	0.00	0.00	8,416.00	0.00
101-412-851	POSTAGE	14.04	500.00	500.00	61.11	0.00	438.89	12.22
101-412-860	FUEL & MILEAGE	611.30	1,200.00	1,200.00	217.00	97.00	983.00	18.08
101-412-900	PRINTING & PUBLICATIONS	3,069.57	1,800.00	1,800.00	362.07	0.00	1,437.93	20.12
101-412-927	ALLOCATE TO DEPARTMENTS	7,600.00	6,596.00	6,596.00	1,561.00	0.00	5,035.00	23.67
101-412-957	TRAINING & DEVELOPMENT	1,429.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 412-PLANNING/ZONING DEPT		93,620.42	92,837.00	101,253.00	14,787.75	3,505.55	86,465.25	14.60
Dept 448-STREET LIGHTS								
101-448-920	UTILITIES	35,029.20	35,520.00	35,520.00	11,343.28	2,835.82	24,176.72	31.93
Total Dept 448-STREET LIGHTS		35,029.20	35,520.00	35,520.00	11,343.28	2,835.82	24,176.72	31.93
Dept 449-ROAD WORK								
101-449-813	ROADWORK	17,357.67	26,000.00	26,000.00	5,026.89	0.00	20,973.11	19.33
101-449-814	ROAD IMPROVEMENTS	101,977.92	96,000.00	96,000.00	71,792.19	0.00	24,207.81	74.78
101-449-929	GRANT EXPENSE	0.00	250,000.00	250,000.00	3,747.68	0.00	246,252.32	1.50
Total Dept 449-ROAD WORK		119,335.59	372,000.00	372,000.00	80,566.76	0.00	291,433.24	21.66
Dept 666-COMMUNITY CENTER								
101-666-701	SALARIES	37,422.88	38,275.00	38,275.00	14,711.48	2,956.72	23,563.52	38.44
101-666-702	SALARIES	0.00	0.00	0.00	2,243.70	581.70	(2,243.70)	100.00
101-666-715	SOCIAL SECURITY	2,862.95	2,930.00	2,930.00	1,272.59	264.57	1,657.41	43.43
101-666-716	HOSPITALIZATION	8,611.47	6,950.00	6,950.00	3,700.16	602.56	3,249.84	53.24
101-666-717	LIFE/DISB. INSURANCE	524.16	550.00	550.00	262.08	87.36	287.92	47.65
101-666-718	PENSION	3,734.32	3,828.00	3,828.00	1,471.16	295.68	2,356.84	38.43
101-666-727	SUPPLIES	2,531.33	2,000.00	2,000.00	687.61	146.98	1,312.39	34.38
101-666-731	WORKERS COMP INSURANCE	315.00	340.00	340.00	338.00	0.00	2.00	99.41
101-666-807	MEMBERSHIP DUES	110.00	220.00	220.00	145.00	0.00	75.00	65.91
101-666-812	CC TRIPS	20,281.16	4,500.00	4,500.00	3,547.30	199.52	952.70	78.83
101-666-815	CC PROGRAMS	162.98	13,500.00	13,500.00	4,991.54	1,455.77	8,508.46	36.97
101-666-816	CC PROGRAMS	162.98	13,500.00	13,500.00	4,991.54	1,455.77	8,508.46	36.97
101-666-822	SENIOR NUTRITION	4,435.00	8,225.00	8,225.00	800.00	160.00	7,425.00	9.73
101-666-850	COMMUNICATION	129.14	0.00	0.00	675.35	114.92	(675.35)	100.00
101-666-851	POSTAGE	3,523.00	2,700.00	2,700.00	869.95	0.00	1,830.05	32.22
101-666-900	PRINTING & PUBLICATIONS	617.35	1,050.00	1,050.00	383.88	282.51	666.12	36.56
101-666-910	INSURANCE & BONDS	1,252.26	1,000.00	1,000.00	555.00	0.00	445.00	55.50
101-666-920	UTILITIES	903.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-666-929	GRANT EXPENSE	2,902.94	3,000.00	3,000.00	927.43	340.69	2,072.57	30.91
101-666-930	REPAIRS & MAINTENANCE	518.94	0.00	0.00	0.00	0.00	0.00	0.00
101-666-970	EQUIPMENT	4,944.29	4,500.00	4,500.00	1,621.36	349.00	2,878.64	36.03
		6.42	400.00	400.00	54.00	0.00	346.00	13.50
Total Dept 666-COMMUNITY CENTER		95,788.59	95,968.00	95,968.00	39,257.59	7,837.98	56,710.41	40.91
Dept 850-TOWNSHIP CONTINGENCY								
101-850-905	CONTINGENCY FUNDS	644.56	12,000.00	12,000.00	2,782.16	782.16	9,217.84	23.18

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Fund 101 - GENERAL FUND								
Expenditures								
Total Dept 850-TOWNSHIP CONTINGENCY		644.56	12,000.00	12,000.00	2,782.16	782.16	9,217.84	23.18
Dept 900-CAPITAL OUTLAY								
101-900-972 COMPUTER		8,925.66	11,500.00	11,500.00	3,300.50	3,300.50	8,199.50	28.70
101-900-978 LAND ACQUISITION		98,582.58	4,500.00	4,500.00	865.00	0.00	3,635.00	19.22
Total Dept 900-CAPITAL OUTLAY		107,508.24	16,000.00	16,000.00	4,165.50	3,300.50	11,834.50	26.03
Dept 905-DEBT SERVICE								
101-905-985 PSB SHARE OF BOND PMT		85,220.83	87,823.00	87,823.00	7,324.66	7,324.66	80,498.34	8.34
Total Dept 905-DEBT SERVICE		85,220.83	87,823.00	87,823.00	7,324.66	7,324.66	80,498.34	8.34
TOTAL Expenditures		1,271,861.40	1,464,794.00	1,483,210.00	420,044.66	88,473.59	1,063,165.34	28.32
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		1,272,646.27	1,497,019.00	1,497,019.00	209,731.69	29,197.81	1,287,287.31	14.01
TOTAL EXPENDITURES		1,271,861.40	1,464,794.00	1,483,210.00	420,044.66	88,473.59	1,063,165.34	28.32
NET OF REVENUES & EXPENDITURES		784.87	32,225.00	13,809.00	(210,312.97)	(59,275.78)	224,121.97	1,523.01
BEG. FUND BALANCE		1,549,377.79	1,550,162.66	1,550,162.66	1,550,162.66			
END FUND BALANCE		1,550,162.66	1,582,387.66	1,563,971.66	1,339,849.69			

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Fund 207 - LAW ENFORCEMENT FUND								
Revenues								
Dept 000								
207-000-402	CURRENT PROPERTY TAX	1,379,180.91	1,404,685.00	1,404,685.00	163.35	0.00	1,404,521.65	0.01
207-000-445	PENALTY & INTEREST ON TAXES	2,112.33	1,000.00	1,000.00	157.40	47.38	842.60	15.74
207-000-570	LIQUOR LICENSE & PERMITS	2,634.50	3,000.00	3,000.00	3,165.25	0.00	(165.25)	105.51
207-000-626	COPY & FOIA INCOME	2,284.00	1,600.00	1,600.00	400.60	10.00	1,199.40	25.04
207-000-656	FINES & COURT FEES	25,063.44	30,000.00	30,000.00	3,260.34	0.00	26,739.66	10.87
207-000-658	IMPOUND FEES	2,140.00	2,000.00	2,000.00	320.00	0.00	1,680.00	16.00
207-000-664	FEES PAID FOR OFFICER WAGES	6,298.12	6,500.00	6,500.00	6,160.24	0.00	339.76	94.77
207-000-671	REIMBURSEMENT/OTHER INCOME	3,400.25	3,000.00	3,000.00	1,380.90	140.00	1,619.10	46.03
207-000-673	SALE OF FIXED ASSET	605.25	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
207-000-681	OT REIMBURSEMENT	17,109.75	17,000.00	17,000.00	3,118.92	0.00	13,881.08	18.35
Total Dept 000		1,440,828.55	1,471,785.00	1,471,785.00	18,127.00	197.38	1,453,658.00	1.23
Dept 336-CONTRIBUTIONS								
207-336-588	CONTRIBUTION OTHER FUND(S)	41,000.00	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
207-336-683	CONTRIBUTION - INDEPENDENCE D	1,500.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 336-CONTRIBUTIONS		42,500.00	36,500.00	36,500.00	0.00	0.00	36,500.00	0.00
TOTAL Revenues		1,483,328.55	1,508,285.00	1,508,285.00	18,127.00	197.38	1,490,158.00	1.20
Expenditures								
Dept 226-PERSONNEL								
207-226-701	SALARIES	195,514.42	198,005.00	198,005.00	75,585.05	15,272.83	122,419.95	38.17
207-226-702	SALARIES	386,642.25	393,879.00	393,879.00	153,745.54	31,231.60	240,133.46	39.03
207-226-704	CLERICAL/DEP /SUPER/ELECTION	63,951.68	69,401.00	69,401.00	24,839.05	5,181.61	44,561.95	35.79
207-226-708	SALARIES-PART TIME	30,632.22	35,000.00	35,000.00	12,580.13	1,113.26	22,419.87	35.94
207-226-710	JANITORIAL SALARIES	8,240.00	8,320.00	8,320.00	3,625.00	765.00	4,695.00	43.57
207-226-711	SALARIES-OVERTIME	52,947.21	35,000.00	35,000.00	18,919.98	3,962.71	16,080.02	54.06
207-226-714	HOLIDAY	34,215.00	35,257.00	35,257.00	0.00	0.00	35,257.00	0.00
207-226-715	SOCIAL SECURITY	60,958.07	60,190.00	60,190.00	21,977.31	4,376.43	38,212.69	36.51
207-226-716	HOSPITALIZATION	159,260.56	162,555.00	162,555.00	46,550.03	7,919.40	116,004.97	28.64
207-226-717	LIFE/DISB. INSURANCE	7,672.84	8,028.00	8,028.00	3,914.22	1,304.74	4,113.78	48.76
207-226-719	PENSION	60,781.90	63,219.00	63,219.00	23,576.84	4,855.00	39,642.16	37.29
207-226-730	EMPLOYEE FRINGE-LONGEVITY	5,400.00	5,700.00	5,700.00	0.00	0.00	5,700.00	0.00
207-226-731	MEDICAL TESTING	145.50	500.00	500.00	153.50	153.50	346.50	30.70
207-226-741	WORKERS COMP INSURANCE	15,023.00	16,010.00	16,010.00	16,009.00	0.00	1.00	99.99
207-226-927	UNIFORMS/GEAR & ALLOWANCE	6,200.00	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00
207-226-957	ALLOCATE TO DEPARTMENTS TRAINING & DEVELOPMENT	59,485.00 50.00	58,604.00 350.00	58,604.00 350.00	0.00 0.00	0.00 0.00	58,604.00 350.00	0.00 0.00
Total Dept 226-PERSONNEL		1,147,119.65	1,156,218.00	1,156,218.00	401,475.65	76,136.08	754,742.35	34.72
Dept 265-HALL AND GROUNDS								
207-265-821	PSB MAINT & OPS ALLOCATION	44,889.00	48,975.00	48,975.00	13,719.00	7,377.00	35,256.00	28.01
Total Dept 265-HALL AND GROUNDS		44,889.00	48,975.00	48,975.00	13,719.00	7,377.00	35,256.00	28.01
Dept 270-LEGAL/PROFESSIONAL								
207-270-722	CONTROLLER	8,171.00	6,993.00	6,993.00	1,770.25	0.00	5,222.75	25.31
207-270-802	AUDIT FEES	3,060.00	2,250.00	2,250.00	2,250.00	2,250.00	0.00	100.00

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Fund 207 - LAW ENFORCEMENT FUND								
Expenditures								
207-270-803	LEGAL	39,600.00	40,000.00	40,000.00	17,500.00	3,300.00	22,500.00	43.75
Total Dept 270-LEGAL/PROFESSIONAL		50,831.00	49,243.00	49,243.00	21,520.25	5,550.00	27,722.75	43.70
Dept 301-OPERATING COSTS								
207-301-727	SUPPLIES	6,089.63	3,000.00	3,000.00	1,351.62	48.84	1,648.38	45.05
207-301-741	UNIFORMS/GEAR & ALLOWANCE	58.29	0.00	0.00	0.00	0.00	0.00	0.00
207-301-807	MEMBERSHIP DUES	760.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
207-301-818	CONTRACTUAL SERVICES	13,914.00	18,000.00	18,000.00	6,758.08	0.00	11,241.92	37.54
207-301-820	DISPATCH SERVICES	63,346.92	68,000.00	68,000.00	26,394.55	0.00	41,605.45	38.82
207-301-850	COMMUNICATION	13,546.61	20,000.00	20,000.00	6,091.40	946.59	13,908.60	30.46
207-301-851	POSTAGE	320.90	200.00	200.00	200.00	100.00	0.00	100.00
207-301-900	PRINTING & PUBLICATIONS	99.63	400.00	400.00	49.50	49.50	350.50	12.38
207-301-910	INSURANCE & BONDS	17,226.00	17,513.00	17,513.00	0.00	0.00	17,513.00	0.00
207-301-930	REPAIRS & MAINTENANCE	1,589.17	2,000.00	2,000.00	738.94	0.00	1,261.06	36.95
207-301-932	RADIO REPAIR	1,100.00	1,100.00	1,100.00	0.00	0.00	1,100.00	0.00
207-301-938	CHARGEBACKS - PRIOR TAX YEARS	12,347.16	0.00	0.00	44.00	0.00	(44.00)	100.00
207-301-940	RENTAL EQUIPMENT	1,567.92	2,300.00	2,300.00	574.55	114.91	1,725.45	24.98
207-301-972	COMPUTER	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 301-OPERATING COSTS		134,366.23	133,513.00	133,513.00	42,202.64	6,538.75	91,310.36	31.61
Dept 333-TRANSPORTATION								
207-333-860	FUEL & MILEAGE	21,948.33	21,000.00	21,000.00	6,700.21	1,550.22	14,299.79	31.91
207-333-930	REPAIRS & MAINTENANCE	13,727.32	11,500.00	11,500.00	4,778.84	1,784.96	6,721.16	41.56
Total Dept 333-TRANSPORTATION		35,675.65	32,500.00	32,500.00	11,479.05	3,335.18	21,020.95	35.32
Dept 900-CAPITAL OUTLAY								
207-900-972	COMPUTER	73.13	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 900-CAPITAL OUTLAY		73.13	0.00	0.00	0.00	0.00	0.00	0.00
Dept 905-DEBT SERVICE								
207-905-985	PSB SHARE OF BOND PMT	85,220.83	87,823.00	87,823.00	7,324.66	7,324.66	80,498.34	8.34
Total Dept 905-DEBT SERVICE		85,220.83	87,823.00	87,823.00	7,324.66	7,324.66	80,498.34	8.34
TOTAL Expenditures		1,498,175.49	1,508,272.00	1,508,272.00	497,721.25	106,261.67	1,010,550.75	33.00
Fund 207 - LAW ENFORCEMENT FUND:								
TOTAL REVENUES		1,483,328.55	1,508,285.00	1,508,285.00	18,127.00	197.38	1,490,158.00	1.20
TOTAL EXPENDITURES		1,498,175.49	1,508,272.00	1,508,272.00	497,721.25	106,261.67	1,010,550.75	33.00
NET OF REVENUES & EXPENDITURES		(14,846.94)	13.00	13.00	(479,594.25)	(106,064.29)	479,607.25	3,689.18
BEG. FUND BALANCE		470,378.08	455,531.14	455,531.14	455,531.14			
END FUND BALANCE		455,531.14	455,544.14	455,544.14	(24,063.11)			

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Fund 216 - MEDICAL RESCUE FUND								
Revenues								
Dept 000								
216-000-402	CURRENT PROPERTY TAX	616,776.08	634,473.00	634,473.00	72.87	0.00	634,400.13	0.01
216-000-445	PENALTY & INTEREST ON TAXES	943.81	500.00	500.00	70.38	21.20	429.62	14.08
216-000-482	HOUSE NUMBERS	800.00	500.00	500.00	0.00	0.00	500.00	0.00
216-000-588	CONTRIBUTION OTHER FUND(S)	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
216-000-590	GRANT INCOME	4,841.15	0.00	0.00	0.00	0.00	0.00	0.00
216-000-626	COPY & FOIA INCOME	25.00	0.00	0.00	21.00	0.00	(21.00)	0.00
216-000-635	RESPONSE FEES	9,567.77	8,000.00	8,000.00	844.79	684.29	7,155.21	10.56
216-000-639	DRIVEWAY INSPECTIONS	750.00	400.00	400.00	400.00	150.00	0.00	100.00
216-000-671	REIMBURSEMENT/OTHER INCOME	2,582.88	3,000.00	3,000.00	974.44	974.44	2,025.56	32.48
216-000-673	SALE OF FIXED ASSET	980.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 000								
		662,266.69	672,873.00	672,873.00	2,383.48	1,829.93	670,489.52	0.35
Dept 336-CONTRIBUTIONS								
216-336-588	CONTRIBUTION OTHER FUND(S)	5,890.00	0.00	0.00	0.00	0.00	0.00	0.00
216-336-683	CONTRIBUTION - INDEPENDENCE D	1,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 336-CONTRIBUTIONS								
		6,890.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
TOTAL Revenues								
		669,156.69	673,873.00	673,873.00	2,383.48	1,829.93	671,489.52	0.35
Expenditures								
Dept 226-PERSONNEL								
216-226-701	SALARIES	79,221.04	79,310.00	79,310.00	30,503.80	6,100.76	48,806.20	38.46
216-226-702	SALARIES	123,046.00	134,000.00	134,000.00	48,350.00	9,860.00	85,650.00	36.08
216-226-705	ADMINISTRATIVE ASSISTANT	5,757.87	7,000.00	7,000.00	2,428.34	4,72.31	4,571.66	34.69
216-226-708	SALARIES-PART TIME	52,991.49	55,000.00	55,000.00	16,555.35	2,354.97	38,444.65	30.10
216-226-712	SALARIES - OFFICERS	8,925.00	14,000.00	14,000.00	500.00	0.00	13,500.00	3.57
216-226-715	SOCIAL SECURITY	21,627.37	23,130.00	23,130.00	7,759.49	1,470.84	15,370.51	33.55
216-226-716	HOSPITALIZATION	24,930.93	23,000.00	23,000.00	10,849.48	1,887.54	12,150.52	47.17
216-226-717	LIFE/DISB. INSURANCE	844.92	900.00	900.00	422.46	140.82	477.54	46.94
216-226-730	PENSION	7,912.76	7,931.00	7,931.00	3,050.36	610.08	4,880.64	38.46
216-226-731	MEDICAL TESTING	585.00	4,000.00	4,000.00	112.00	112.00	3,888.00	2.80
216-226-927	WORKERS COMP INSURANCE	9,600.00	10,280.00	10,280.00	10,278.00	0.00	2.00	99.98
216-226-957	ALLOCATE TO DEPARTMENTS	(59,485.00)	(58,604.00)	(58,604.00)	0.00	0.00	(58,604.00)	0.00
216-226-957	TRAINING & DEVELOPMENT	4,567.35	10,000.00	10,000.00	2,548.13	1,950.00	7,451.87	25.48
216-226-958	TRAINING WAGES	12,739.21	13,000.00	13,000.00	3,601.88	565.88	9,398.12	27.71
Total Dept 226-PERSONNEL								
		293,263.94	322,947.00	322,947.00	136,959.29	25,525.20	185,987.71	42.41
Dept 265-HALL AND GROUNDS								
216-265-816	GROUNDS/CLEANG/JANITORL SERVI	1,610.00	2,000.00	2,000.00	180.00	180.00	1,820.00	9.00
216-265-821	PSB MAINT & OPS ALLOCATION	44,889.00	48,975.00	48,975.00	13,719.00	7,377.00	35,256.00	28.01
Total Dept 265-HALL AND GROUNDS								
		46,499.00	50,975.00	50,975.00	13,899.00	7,557.00	37,076.00	27.27
Dept 270-LEGAL/PROFESSIONAL								
216-270-722	CONTROLLER	8,171.00	6,993.00	6,993.00	1,770.25	0.00	5,222.75	25.31
216-270-802	AUDIT FEES	3,060.00	2,250.00	2,250.00	2,250.00	2,250.00	0.00	100.00
216-270-803	LEGAL	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDT USED
Fund 216 - MEDICAL RESCUE FUND								
Expenditures								
Total Dept 270-LEGAL/PROFESSIONAL		11,231.00	11,243.00	11,243.00	4,020.25	2,250.00	7,222.75	35.76
Dept 301-OPERATING COSTS								
216-301-727	SUPPLIES	6,530.41	8,000.00	8,000.00	1,990.76	717.06	6,009.24	24.88
216-301-741	UNIFORMS/GEAR & ALLOWANCE	13,502.07	8,000.00	8,000.00	1,734.05	0.00	6,265.95	21.68
216-301-807	MEMBERSHIP DUES	1,175.00	1,500.00	1,500.00	655.00	75.00	845.00	43.67
216-301-818	CONTRACTUAL SERVICES	1,593.91	2,000.00	2,000.00	29.44	13.39	1,970.56	1.47
216-301-820	DISPATCH SERVICES	10,274.04	11,800.00	11,800.00	4,913.65	982.73	6,886.35	41.64
216-301-850	COMMUNICATION	4,231.40	7,200.00	7,200.00	3,346.43	471.44	3,853.57	46.48
216-301-851	POSTAGE	100.00	50.00	50.00	17.30	9.75	32.70	34.60
216-301-900	PRINTING & PUBLICATIONS	203.85	200.00	200.00	0.00	0.00	200.00	0.00
216-301-910	INSURANCE & BONDS	54,585.00	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00
216-301-920	UTILITIES	9,097.91	11,000.00	11,000.00	6,286.06	237.22	4,713.94	57.15
216-301-930	REPAIRS & MAINTENANCE	2,816.28	4,000.00	4,000.00	2,078.53	411.89	1,921.47	51.96
216-301-932	RADIO REPAIR	2,200.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
216-301-938	CHARGEBACKS - PRIOR TAX YEARS	5,521.47	0.00	0.00	19.68	0.00	(19.68)	100.00
216-301-972	COMPUTER	0.00	3,000.00	3,000.00	1,073.15	0.00	1,926.85	35.77
Total Dept 301-OPERATING COSTS		111,831.34	114,750.00	114,750.00	22,144.05	2,918.48	92,605.95	19.30
Dept 333-TRANSPORTATION								
216-333-860	FUEL & MILEAGE	10,337.34	11,000.00	11,000.00	2,601.86	659.41	8,398.14	23.65
216-333-930	REPAIRS & MAINTENANCE	21,273.20	21,000.00	21,000.00	9,863.38	0.00	11,136.62	46.97
Total Dept 333-TRANSPORTATION		31,610.54	32,000.00	32,000.00	12,465.24	659.41	19,534.76	38.95
Dept 900-CAPITAL OUTLAY								
216-900-970	EQUIPMENT	3,897.73	6,000.00	6,000.00	3,040.90	1,927.85	2,959.10	50.68
216-900-972	COMPUTER	703.56	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 900-CAPITAL OUTLAY		4,601.29	6,000.00	6,000.00	3,040.90	1,927.85	2,959.10	50.68
Dept 905-DEBT SERVICE								
216-905-985	PSB SHARE OF BOND PMT	85,220.83	87,823.00	87,823.00	7,324.65	7,324.65	80,498.35	8.34
216-905-991	DEBT SERVICE - PRINCIPAL	43,775.46	45,900.00	45,900.00	45,898.54	0.00	1.46	100.00
216-905-995	DEBT SERVICE - INTEREST	4,349.19	2,227.00	2,227.00	2,226.11	0.00	0.89	99.96
Total Dept 905-DEBT SERVICE		133,345.48	135,950.00	135,950.00	55,449.30	7,324.65	80,500.70	40.79
TOTAL Expenditures		632,382.59	673,865.00	673,865.00	247,978.03	48,162.59	425,886.97	36.80
Fund 216 - MEDICAL RESCUE FUND:								
TOTAL REVENUES		669,156.69	673,873.00	673,873.00	2,383.48	1,829.93	671,489.52	0.35
TOTAL EXPENDITURES		632,382.59	673,865.00	673,865.00	247,978.03	48,162.59	425,886.97	36.80
NET OF REVENUES & EXPENDITURES		36,774.10	8.00	8.00	(245,594.55)	(46,332.66)	245,602.55	3,069.93
BEG. FUND BALANCE		412,431.78	449,205.88	449,205.88	449,205.88			
END FUND BALANCE		449,205.88	449,213.88	449,213.88	203,611.33			

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Fund 230 - DONATION FUND								
Revenues								
Dept 000								
230-000-691	DONATION - FIREWORKS	1,200.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
230-000-692	DONATION - EVENTS/COMMUNITY P	2,300.00	1,500.00	1,500.00	0.00	2,800.00	1,500.00	0.00
Total Dept 000		3,500.00	2,500.00	2,500.00	0.00	2,800.00	2,500.00	0.00
TOTAL Revenues		3,500.00	2,500.00	2,500.00	0.00	2,800.00	2,500.00	0.00
Expenditures								
Dept 301-OPERATING COSTS								
230-301-903	DONATIONS - KIWANIS	1,025.00	0.00	0.00	1,400.00	1,400.00	(1,400.00)	100.00
230-301-904	DONATIONS - EVENTS/COMMUNITY	1,376.59	1,500.00	1,500.00	2,554.00	1,421.22	(1,054.00)	170.27
Total Dept 301-OPERATING COSTS		2,401.59	1,500.00	1,500.00	3,954.00	2,821.22	(2,454.00)	263.60
TOTAL Expenditures		2,401.59	1,500.00	1,500.00	3,954.00	2,821.22	(2,454.00)	263.60
Fund 230 - DONATION FUND:								
TOTAL REVENUES		3,500.00	2,500.00	2,500.00	0.00	2,800.00	2,500.00	0.00
TOTAL EXPENDITURES		2,401.59	1,500.00	1,500.00	3,954.00	2,821.22	(2,454.00)	263.60
NET OF REVENUES & EXPENDITURES		1,098.41	1,000.00	1,000.00	(3,954.00)	(21.22)	4,954.00	395.40
BEG. FUND BALANCE		4,064.34	5,162.75	5,162.75	5,162.75			
END FUND BALANCE		5,162.75	6,162.75	6,162.75	1,208.75			

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Fund 248 - DOWNTOWN DEVELOPMENT AUTH								
Revenues								
Dept 000								
248-000-671	REIMBURSEMENT/OTHER INCOME	4.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		4.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures								
Dept 301-OPERATING COSTS								
248-301-800	OTHER PROFESSIONAL FEES	5,538.08	0.00	0.00	0.00	0.00	0.00	0.00
248-301-816	OTHER PROFESSIONAL FEES	0.00	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
Total Dept 301-OPERATING COSTS		5,538.08	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
Dept 449-ROAD WORK								
248-449-814	ROAD IMPROVEMENTS	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 449-ROAD WORK		20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 900-CAPITAL OUTLAY								
248-900-925	STREETSCAPING	0.00	3,000.00	3,000.00	241.64	241.64	2,758.36	8.05
Total Dept 900-CAPITAL OUTLAY		0.00	3,000.00	3,000.00	241.64	241.64	2,758.36	8.05
TOTAL Expenditures		25,538.08	4,200.00	4,200.00	241.64	241.64	3,958.36	5.75
Fund 248 - DOWNTOWN DEVELOPMENT AUTH:								
TOTAL REVENUES		4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		25,538.08	4,200.00	4,200.00	241.64	241.64	3,958.36	5.75
NET OF REVENUES & EXPENDITURES		(25,534.08)	(4,200.00)	(4,200.00)	(241.64)	(241.64)	(3,958.36)	5.75
BEG. FUND BALANCE		91,499.33	65,965.25	65,965.25	65,965.25			
END FUND BALANCE		65,965.25	61,765.25	61,765.25	65,723.61			

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Fund 265 - NARCOTICS FUND								
Revenues								
Dept 000								
265-000-661	FORFEITURES	74,708.80	35,000.00	35,000.00	10,003.00	800.00	24,997.00	28.58
Total Dept 000		74,708.80	35,000.00	35,000.00	10,003.00	800.00	24,997.00	28.58
TOTAL Revenues		74,708.80	35,000.00	35,000.00	10,003.00	800.00	24,997.00	28.58
Expenditures								
Dept 301-OPERATING COSTS								
265-301-727	SUPPLIES	0.00	4,000.00	4,000.00	30.00	30.00	3,970.00	0.75
265-301-899	FOREFEITURE SHARING	13,385.75	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
265-301-956	MISCELLANEOUS	134.20	2,000.00	2,000.00	45.00	13.00	1,955.00	2.25
265-301-972	COMPUTER	0.00	8,000.00	8,000.00	1,037.26	0.00	6,962.74	12.97
Total Dept 301-OPERATING COSTS		13,519.95	29,000.00	29,000.00	1,112.26	43.00	27,887.74	3.84
Dept 336-CONTRIBUTIONS								
265-336-967	CONTRIBUTION-LAW ENFORCEMENT	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 336-CONTRIBUTIONS		1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 900-CAPITAL OUTLAY								
265-900-970	EQUIPMENT	6,590.91	0.00	0.00	252.87	0.00	(252.87)	100.00
Total Dept 900-CAPITAL OUTLAY		6,590.91	0.00	0.00	252.87	0.00	(252.87)	100.00
TOTAL Expenditures		21,110.86	29,000.00	29,000.00	1,365.13	43.00	27,634.87	4.71
Fund 265 - NARCOTICS FUND:								
TOTAL REVENUES		74,708.80	35,000.00	35,000.00	10,003.00	800.00	24,997.00	28.58
TOTAL EXPENDITURES		21,110.86	29,000.00	29,000.00	1,365.13	43.00	27,634.87	4.71
NET OF REVENUES & EXPENDITURES		53,597.94	6,000.00	6,000.00	8,637.87	757.00	(2,637.87)	143.96
BEG. FUND BALANCE		46,246.49	99,844.43	99,844.43	99,844.43			
END FUND BALANCE		99,844.43	105,844.43	105,844.43	108,482.30			

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Fund 266 - FEDERAL NARCOTICS FUND								
Revenues								
Dept 000								
266-000-661	FORFEITURES	93,271.61	100,000.00	100,000.00	30,699.41	0.00	69,300.59	30.70
Total Dept 000		93,271.61	100,000.00	100,000.00	30,699.41	0.00	69,300.59	30.70
TOTAL Revenues		93,271.61	100,000.00	100,000.00	30,699.41	0.00	69,300.59	30.70
Expenditures								
Dept 301-OPERATING COSTS								
266-301-727	SUPPLIES	9,537.49	12,000.00	12,000.00	9,566.85	2,623.84	2,433.15	79.72
266-301-956	MISCELLANEOUS	4,587.82	5,000.00	5,000.00	1,391.66	0.00	3,608.34	27.83
Total Dept 301-OPERATING COSTS		14,125.31	17,000.00	17,000.00	10,958.51	2,623.84	6,041.49	64.46
Dept 336-CONTRIBUTIONS								
266-336-967	CONTRIBUTION-LAW ENFORCEMENT	35,000.00	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
Total Dept 336-CONTRIBUTIONS		35,000.00	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
Dept 900-CAPITAL OUTLAY								
266-900-970	EQUIPMENT	137,069.19	170,000.00	170,000.00	127,473.82	29,972.00	42,526.18	74.98
266-900-974	VEHICLE	62,874.10	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00
Total Dept 900-CAPITAL OUTLAY		199,943.29	230,000.00	230,000.00	127,473.82	29,972.00	102,526.18	55.42
TOTAL Expenditures		249,068.60	282,000.00	282,000.00	138,432.33	32,595.84	143,567.67	49.09
Fund 266 - FEDERAL NARCOTICS FUND:								
TOTAL REVENUES		93,271.61	100,000.00	100,000.00	30,699.41	0.00	69,300.59	30.70
TOTAL EXPENDITURES		249,068.60	282,000.00	282,000.00	138,432.33	32,595.84	143,567.67	49.09
NET OF REVENUES & EXPENDITURES		(155,796.99)	(182,000.00)	(182,000.00)	(107,732.92)	(32,595.84)	(74,267.08)	59.19
BEG. FUND BALANCE		515,709.12	359,912.13	359,912.13	359,912.13			
END FUND BALANCE		359,912.13	177,912.13	177,912.13	252,179.21			

REVENUE AND EXPENDITURE REPORT FOR NORTHFIELD TOWNSHIP

PERIOD ENDING 11/30/2015
 % Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 287 - BUILDING DEPARTMENT FUND								
Revenues								
Dept 000								
287-000-484	BUILDING PLAN REVIEW FEES	3,243.00	3,000.00	3,000.00	3,383.82	886.00	(383.82)	112.79
287-000-485	BUILDING PERMIT FEES	35,170.00	29,240.00	29,240.00	27,725.00	6,597.00	1,515.00	94.82
287-000-486	CONTRACTOR'S REGISTRATION	2,340.00	1,500.00	1,500.00	1,155.00	210.00	345.00	77.00
287-000-488	TRADE PERMIT FEES	32,054.00	25,000.00	25,000.00	16,810.00	2,885.00	8,190.00	67.24
Total Dept 000		72,807.00	58,740.00	58,740.00	49,073.82	10,578.00	9,666.18	83.54
TOTAL Revenues								
		72,807.00	58,740.00	58,740.00	49,073.82	10,578.00	9,666.18	83.54
Expenditures								
Dept 226-PERSONNEL								
287-226-927	ALLOCATE TO DEPARTMENTS	18,341.00	18,548.00	18,548.00	3,967.00	3,967.00	14,581.00	21.39
Total Dept 226-PERSONNEL		18,341.00	18,548.00	18,548.00	3,967.00	3,967.00	14,581.00	21.39
Dept 261-GOVERNMENT SHARED SERVICES								
287-261-725	INSPECTOR EXPENSES	31,200.27	25,000.00	25,000.00	7,397.32	0.00	17,602.68	29.59
Total Dept 261-GOVERNMENT SHARED SERVICES		31,200.27	25,000.00	25,000.00	7,397.32	0.00	17,602.68	29.59
Dept 270-LEGAL/PROFESSIONAL								
287-270-722	CONTROLLER	1,634.00	2,796.00	2,796.00	708.10	0.00	2,087.90	25.33
287-270-802	AUDIT FEES	900.00	900.00	900.00	900.00	900.00	0.00	100.00
Total Dept 270-LEGAL/PROFESSIONAL		2,534.00	3,696.00	3,696.00	1,608.10	900.00	2,087.90	43.51
Dept 301-OPERATING COSTS								
287-301-725	INSPECTOR EXPENSES	5,545.25	7,500.00	7,500.00	3,060.00	1,080.00	4,440.00	40.80
287-301-727	SUPPLIES	392.00	500.00	500.00	0.00	0.00	500.00	0.00
287-301-850	COMMUNICATION	346.23	300.00	300.00	156.30	61.52	143.70	52.10
287-301-910	INSURANCE & BONDS	0.00	600.00	600.00	0.00	0.00	600.00	0.00
287-301-927	ALLOCATE TO DEPARTMENTS	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 301-OPERATING COSTS		6,283.48	9,900.00	9,900.00	3,216.30	1,141.52	6,683.70	32.49
TOTAL Expenditures								
		58,358.75	57,144.00	57,144.00	16,188.72	6,008.52	40,955.28	28.33
Fund 287 - BUILDING DEPARTMENT FUND:								
TOTAL REVENUES								
		72,807.00	58,740.00	58,740.00	49,073.82	10,578.00	9,666.18	83.54
TOTAL EXPENDITURES								
		58,358.75	57,144.00	57,144.00	16,188.72	6,008.52	40,955.28	28.33
NET OF REVENUES & EXPENDITURES								
		14,448.25	1,596.00	1,596.00	32,885.10	4,569.48	(31,289.10)	2,060.47
BEG. FUND BALANCE								
		65,414.00	79,862.25	79,862.25	79,862.25			
END FUND BALANCE								
		79,862.25	81,458.25	81,458.25	112,747.35			

REVENUE AND EXPENDITURE REPORT FOR NORTHFIELD TOWNSHIP
 PERIOD ENDING 11/30/2015
 % Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 369 - BLDG AUTH DEBT FUND								
Revenues								
Dept 000								
369-000-685	FUNDS XFER FOR 3.5 BOND PMT	255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
Total Dept 000		255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
TOTAL Revenues		255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
Expenditures								
Dept 905-DEBT SERVICE								
369-905-942	3 M BOND BLDG AUTH	206,853.50	219,518.00	219,518.00	0.00	0.00	219,518.00	0.00
369-905-987	INTEREST 3 M BOND	48,808.99	43,948.00	43,948.00	21,973.97	21,973.97	21,974.03	50.00
Total Dept 905-DEBT SERVICE		255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
TOTAL Expenditures		255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
Fund 369 - BLDG AUTH DEBT FUND:								
TOTAL REVENUES		255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
TOTAL EXPENDITURES		255,662.49	263,466.00	263,466.00	21,973.97	21,973.97	241,492.03	8.34
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE								
END FUND BALANCE								

PERIOD ENDING 11/30/2015
% Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDT USED
Fund 370 - PUBLIC SAFETY BLDG DEBT FD								
Revenues								
Dept 000								
370-000-402	CURRENT PROPERTY TAX	280,807.75	275,655.00	275,655.00	35.28	0.00	275,619.72	0.01
370-000-445	PENALTY & INTEREST ON TAXES	440.29	0.00	0.00	34.20	10.55	(34.20)	100.00
370-000-588	CONTRIBUTION OTHER FUND(S)	134,668.00	146,925.00	146,925.00	41,155.00	22,131.00	105,770.00	28.01
Total Dept 000		415,916.04	422,580.00	422,580.00	41,224.48	22,141.55	381,355.52	9.76
TOTAL Revenues		415,916.04	422,580.00	422,580.00	41,224.48	22,141.55	381,355.52	9.76
Expenditures								
Dept 301-OPERATING COSTS								
370-301-727	SUPPLIES	1,086.39	1,200.00	1,200.00	814.26	0.00	385.74	67.86
370-301-816	GROUPS/CLEANING/JANITORIAL SERVI	11,400.00	11,500.00	11,500.00	1,685.00	910.00	9,815.00	14.65
370-301-818	CONTRACTUAL SERVICES	7,362.85	11,725.00	11,725.00	0.00	0.00	11,725.00	0.00
370-301-850	COMMUNICATION	2,889.71	3,300.00	3,300.00	1,227.21	397.06	2,072.79	37.19
370-301-910	INSURANCE & BONDS	6,038.00	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00
370-301-920	UTILITIES	71,988.54	80,000.00	80,000.00	20,116.24	7,343.84	59,883.76	25.15
370-301-930	REPAIRS & MAINTENANCE	72,383.25	30,000.00	30,000.00	17,306.68	13,480.03	12,693.32	57.69
370-301-938	CHARGEBACKS - PRIOR TAX YEARS	2,594.01	2,000.00	2,000.00	8.95	0.00	1,991.05	0.45
Total Dept 301-OPERATING COSTS		175,742.75	146,925.00	146,925.00	41,158.34	22,130.93	105,766.66	28.01
Dept 905-DEBT SERVICE								
370-905-945	3.8 M PSB BOND	235,000.00	235,000.00	235,000.00	0.00	0.00	235,000.00	0.00
370-905-987	INTEREST 3 M BOND	0.00	0.00	0.00	0.00	(18,910.68)	0.00	0.00
370-905-992	INTEREST 500K BOND	0.00	0.00	0.00	0.00	(3,063.29)	0.00	0.00
370-905-994	INTEREST 3.8 BOND PSB	46,177.50	40,655.00	40,655.00	20,327.50	0.00	20,327.50	50.00
Total Dept 905-DEBT SERVICE		281,177.50	275,655.00	275,655.00	20,327.50	(21,973.97)	255,327.50	7.37
TOTAL Expenditures		456,920.25	422,580.00	422,580.00	61,485.84	156.96	361,094.16	14.55
Fund 370 - PUBLIC SAFETY BLDG DEBT FD:								
TOTAL REVENUES		415,916.04	422,580.00	422,580.00	41,224.48	22,141.55	381,355.52	9.76
TOTAL EXPENDITURES		456,920.25	422,580.00	422,580.00	61,485.84	156.96	361,094.16	14.55
NET OF REVENUES & EXPENDITURES		(41,004.21)	0.00	0.00	(20,261.36)	21,984.59	20,261.36	100.00
BEG. FUND BALANCE		54,214.50	13,210.29	13,210.29	13,210.29			
END FUND BALANCE		13,210.29	13,210.29	13,210.29	(7,051.07)			

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 571 - WASTEWATER TREATMENT FUND								
Revenues								
Dept 000								
571-000-445	PENALTY & INTEREST ON TAXES	9.53	0.00	0.00	0.00	0.00	0.00	0.00
571-000-500	TAP-IN FEES	7,100.00	0.00	0.00	7,810.00	0.00	(7,810.00)	100.00
571-000-651	USAGE FEES	1,347,407.62	1,452,500.00	1,452,500.00	443,811.29	325,117.81	1,008,688.71	30.55
571-000-665	INTEREST INCOME	2,474.16	1,000.00	1,000.00	813.71	0.00	186.29	81.37
571-000-671	REIMBURSEMENT/OTHER INCOME	5,023.85	4,000.00	4,000.00	745.23	134.76	3,254.77	18.63
571-000-672	SAD INTEREST	72.88	64.00	64.00	0.00	0.00	64.00	0.00
571-000-690	UNREALIZED GAIN/LOSS	3,008.47	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		1,365,096.51	1,457,564.00	1,457,564.00	453,180.23	325,252.57	1,004,383.77	31.09
Dept 336-CONTRIBUTIONS								
571-336-588	CONTRIBUTION OTHER FUND(S)	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 336-CONTRIBUTIONS		15,000.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues								
		1,380,096.51	1,457,564.00	1,457,564.00	453,180.23	325,252.57	1,004,383.77	31.09
Expenditures								
Dept 226-PERSONNEL								
571-226-701	SALARIES	65,309.51	65,500.00	65,500.00	25,192.30	5,038.46	40,307.70	38.46
571-226-702	SALARIES	184,857.79	195,221.00	195,221.00	74,816.43	14,707.92	120,404.57	38.32
571-226-711	SALARIES-OVERTIME	11,683.74	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
571-226-715	SOCIAL SECURITY	20,031.59	21,325.00	21,325.00	7,627.16	1,507.39	13,697.84	35.77
571-226-716	HOSPITALIZATION	99,421.20	100,600.00	100,600.00	36,358.47	6,274.57	64,241.53	36.14
571-226-717	LIFE/DISB. INSURANCE	3,021.24	3,175.00	3,175.00	1,510.62	503.54	1,664.38	47.58
571-226-718	PENSION	23,815.08	24,977.00	24,977.00	9,436.40	1,899.60	15,540.60	37.78
571-226-720	BANKED PTO	12,358.53	0.00	0.00	0.00	0.00	0.00	0.00
571-226-731	WORKERS COMP INSURANCE	4,312.00	4,518.00	4,518.00	4,511.00	0.00	7.00	99.85
571-226-957	TRAINING & DEVELOPMENT	2,070.00	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00
Total Dept 226-PERSONNEL		426,880.68	436,816.00	436,816.00	159,452.38	29,931.48	277,363.62	36.50
Dept 270-LEGAL/PROFESSIONAL								
571-270-722	CONTROLLER	13,620.00	19,579.00	19,579.00	4,956.70	0.00	14,622.30	25.32
571-270-802	AUDIT FEES	6,480.00	6,300.00	6,300.00	6,300.00	0.00	0.00	100.00
571-270-803	LEGAL	0.00	500.00	500.00	0.00	0.00	500.00	0.00
571-270-806	ENGINEER	29,127.26	40,000.00	40,000.00	6,397.50	3,226.62	33,602.50	15.99
Total Dept 270-LEGAL/PROFESSIONAL		49,227.26	66,379.00	66,379.00	17,654.20	9,526.62	48,724.80	26.60
Dept 301-OPERATING COSTS								
571-301-727	SUPPLIES	1,444.49	2,000.00	2,000.00	472.79	149.78	1,527.21	23.64
571-301-740	OPERATING SUPPLIES	41,117.60	55,000.00	55,000.00	13,255.76	5,399.90	41,744.24	24.10
571-301-741	UNIFORMS/GEAR & ALLOWANCE	2,770.59	2,500.00	2,500.00	657.65	0.00	1,842.35	26.31
571-301-807	MEMBERSHIP DUES	590.00	1,000.00	1,000.00	620.00	0.00	380.00	62.00
571-301-817	LAB & TESTING	8,613.00	7,000.00	7,000.00	1,740.00	855.00	5,260.00	24.86
571-301-819	COLLECTION SYS ANNUAL MAINT	45,319.08	55,000.00	55,000.00	27,769.88	27,054.88	27,230.12	50.49
571-301-825	SEWER ADMINISTRATION FEES	35,000.00	37,500.00	37,500.00	0.00	0.00	37,500.00	0.00
571-301-850	COMMUNICATION	4,217.16	7,000.00	7,000.00	1,998.36	312.76	5,001.64	28.55
571-301-851	POSTAGE	3,500.52	3,000.00	3,000.00	885.29	870.00	2,114.71	29.51
571-301-900	PRINTING & PUBLICATIONS	0.00	200.00	200.00	0.00	0.00	200.00	0.00

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 571 - WASTEWATER TREATMENT FUND								
Expenditures								
571-301-910	INSURANCE & BONDS	17,016.00	20,300.00	20,300.00	0.00	0.00	20,300.00	0.00
571-301-920	UTILITIES	103,260.73	115,000.00	115,000.00	28,096.95	8,665.47	86,903.05	24.43
571-301-930	REPAIRS & MAINTENANCE	89,031.05	110,000.00	110,000.00	11,033.14	4,022.17	98,966.86	10.03
571-301-940	RENTAL EQUIPMENT	832.00	1,000.00	1,000.00	345.00	69.00	655.00	34.50
571-301-950	LAND LEASING	257.75	0.00	0.00	0.00	0.00	0.00	0.00
571-301-968	DEPRECIATION EXPENSE	241,242.00	260,327.00	260,327.00	0.00	0.00	260,327.00	0.00
Total Dept 301-OPERATING COSTS		594,211.97	676,827.00	676,827.00	86,874.82	47,398.96	589,952.18	12.84
Dept 333-TRANSPORTATION								
571-333-860	FUEL & MILEAGE	6,554.81	7,000.00	7,000.00	2,917.17	0.00	4,082.83	41.67
571-333-930	REPAIRS & MAINTENANCE	35.96	2,000.00	2,000.00	52.37	0.00	1,947.63	2.62
Total Dept 333-TRANSPORTATION		6,590.77	9,000.00	9,000.00	2,969.54	0.00	6,030.46	32.99
Dept 528-O & M - BOND & INTEREST								
571-528-954	AGENT FEES	648.13	700.00	700.00	99.13	0.00	600.87	14.16
571-528-989	INTEREST 1992 BOND	15,338.76	13,940.00	13,940.00	6,969.38	0.00	6,970.62	50.00
571-528-995	DEBT SERVICE - INTEREST	38,628.25	24,759.00	24,759.00	12,379.19	0.00	12,379.81	50.00
Total Dept 528-O & M - BOND & INTEREST		54,615.14	39,399.00	39,399.00	19,447.70	0.00	19,951.30	49.36
Dept 900-CAPITAL OUTLAY								
571-900-970	EQUIPMENT	0.00	160,000.00	160,000.00	146,778.00	0.00	13,222.00	91.74
571-900-972	COMPUTER	1,504.94	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 900-CAPITAL OUTLAY		1,504.94	180,000.00	180,000.00	146,778.00	0.00	33,222.00	81.54
TOTAL Expenditures		1,133,030.76	1,408,421.00	1,408,421.00	433,176.64	86,857.06	975,244.36	30.76
Fund 571 - WASTEWATER TREATMENT FUND:								
TOTAL REVENUES		1,380,096.51	1,457,564.00	1,457,564.00	453,180.23	325,252.57	1,004,383.77	31.09
TOTAL EXPENDITURES		1,133,030.76	1,408,421.00	1,408,421.00	433,176.64	86,857.06	975,244.36	30.76
NET OF REVENUES & EXPENDITURES		247,065.75	49,143.00	49,143.00	20,003.59	238,395.51	29,139.41	40.70
BEG. FUND BALANCE		6,001,762.81	6,248,828.56	6,248,828.56	6,248,828.56			
END FUND BALANCE		6,248,828.56	6,297,971.56	6,297,971.56	6,268,832.15			

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDT USED
Fund 815 - DIST # 5 SEVEN MILE SEWER								
Revenues								
Dept 000								
815-000-665	INTEREST INCOME	575.11	150.00	150.00	105.61	0.00	44.39	70.41
815-000-672	SAD INTEREST	10,219.95	9,085.00	9,085.00	0.00	0.00	9,085.00	0.00
815-000-690	UNREALIZED GAIN/LOSS	376.26	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		11,171.32	9,235.00	9,235.00	105.61	0.00	9,129.39	1.14
TOTAL Revenues		11,171.32	9,235.00	9,235.00	105.61	0.00	9,129.39	1.14
Expenditures								
Dept 301-OPERATING COSTS								
815-301-968	DEPRECIATION EXPENSE	17,519.00	17,519.00	17,519.00	0.00	0.00	17,519.00	0.00
Total Dept 301-OPERATING COSTS		17,519.00	17,519.00	17,519.00	0.00	0.00	17,519.00	0.00
Dept 905-DEBT SERVICE								
815-905-995	DEBT SERVICE - INTEREST	9,001.02	8,105.00	8,105.00	4,052.29	0.00	4,052.71	50.00
Total Dept 905-DEBT SERVICE		9,001.02	8,105.00	8,105.00	4,052.29	0.00	4,052.71	50.00
TOTAL Expenditures		26,520.02	25,624.00	25,624.00	4,052.29	0.00	21,571.71	15.81
Fund 815 - DIST # 5 SEVEN MILE SEWER:								
TOTAL REVENUES		11,171.32	9,235.00	9,235.00	105.61	0.00	9,129.39	1.14
TOTAL EXPENDITURES		26,520.02	25,624.00	25,624.00	4,052.29	0.00	21,571.71	15.81
NET OF REVENUES & EXPENDITURES		(15,348.70)	(16,389.00)	(16,389.00)	(3,946.68)	0.00	(12,442.32)	24.08
BEG. FUND BALANCE		613,438.01	597,826.74	597,826.74	597,826.74			
FUND BALANCE ADJUSTMENTS		(262.57)						
END FUND BALANCE		597,826.74	581,437.74	581,437.74	593,880.06			

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDC USED
Fund 883 - DISTRICT #3 HORSESHOE LAKE								
Revenues								
Dept 000								
883-000-665	INTEREST INCOME	3,032.12	0.00	0.00	0.00	0.00	0.00	0.00
883-000-690	UNREALIZED GAIN/LOSS	(2,044.40)	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		987.72	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		987.72	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures								
Dept 301-OPERATING COSTS								
883-301-924	SAD REFUNDS	693,000.91	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 301-OPERATING COSTS		693,000.91	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		693,000.91	0.00	0.00	0.00	0.00	0.00	0.00
Fund 883 - DISTRICT #3 HORSESHOE LAKE:								
TOTAL REVENUES		987.72	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		693,000.91	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(692,013.19)	0.00	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		694,102.34						
FUND BALANCE ADJUSTMENTS		(2,089.15)						
END FUND BALANCE								

PERIOD ENDING 11/30/2015

% Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2015	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015	ACTIVITY FOR MONTH 11/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 890 - N.T. SEWER DISTRICT								
Revenues								
Dept 000								
890-000-665	INTEREST INCOME	2,831.59	750.00	750.00	508.20	0.00	241.80	67.76
890-000-672	SAD INTEREST	49,261.45	38,992.00	38,992.00	1,332.64	405.19	37,659.36	3.42
890-000-690	UNREALIZED GAIN/LOSS	1,868.39	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		53,961.43	39,742.00	39,742.00	1,840.84	405.19	37,901.16	4.63
TOTAL Revenues		53,961.43	39,742.00	39,742.00	1,840.84	405.19	37,901.16	4.63
Expenditures								
Dept 301-OPERATING COSTS								
890-301-968	DEPRECIATION EXPENSE	74,187.00	74,187.00	74,187.00	0.00	0.00	74,187.00	0.00
Total Dept 301-OPERATING COSTS		74,187.00	74,187.00	74,187.00	0.00	0.00	74,187.00	0.00
Dept 905-DEBT SERVICE								
890-905-954	AGENT FEES	414.37	450.00	450.00	63.37	0.00	386.63	14.08
890-905-998	INTEREST NT BOND	24,696.75	15,830.00	15,830.00	7,914.56	0.00	7,915.44	50.00
Total Dept 905-DEBT SERVICE		25,111.12	16,280.00	16,280.00	7,977.93	0.00	8,302.07	49.00
TOTAL Expenditures		99,298.12	90,467.00	90,467.00	7,977.93	0.00	82,489.07	8.82
Fund 890 - N.T. SEWER DISTRICT:								
TOTAL REVENUES		53,961.43	39,742.00	39,742.00	1,840.84	405.19	37,901.16	4.63
TOTAL EXPENDITURES		99,298.12	90,467.00	90,467.00	7,977.93	0.00	82,489.07	8.82
NET OF REVENUES & EXPENDITURES		(45,336.69)	(50,725.00)	(50,725.00)	(6,137.09)	405.19	(44,587.91)	12.10
BEG. FUND BALANCE		3,027,473.62	2,980,846.90	2,980,846.90	2,980,846.90			
FUND BALANCE ADJUSTMENTS		(1,290.03)						
END FUND BALANCE		2,980,846.90	2,930,121.90	2,930,121.90	2,974,709.81			
TOTAL REVENUES - ALL FUNDS								
TOTAL EXPENDITURES - ALL FUNDS		5,787,218.43	6,068,004.00	6,068,004.00	838,343.53	415,176.40	5,229,660.47	13.82
NET OF REVENUES & EXPENDITURES		6,423,329.91	6,231,333.00	6,249,749.00	1,854,592.43	393,596.06	4,395,156.57	29.67
BEG. FUND BALANCE - ALL FUNDS		(636,111.48)	(163,329.00)	(181,745.00)	(1,016,248.90)	21,580.34	834,503.90	559.16
FUND BALANCE ADJ - ALL FUNDS		13,546,112.21	12,906,358.98	12,906,358.98	12,906,358.98			
END FUND BALANCE - ALL FUNDS		(3,641.75)	12,743,029.98	12,724,613.98	11,890,110.08			
		12,906,358.98						

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

STEVEN D. MANN
TEL (313) 496-7509
FAX (313) 496-8450
E-MAIL mann@millercanfield.com

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CHINA: Shanghai

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POLAND: Gdynia

Warsaw • Wrocław

Via email only

November 30, 2015

Mr. Howard Fink
Township Manager
Township of Northfield
8350 Main St.
P.O. Box 576
Whitmore Lake, MI 48189-0576

Re: Resolution Authorizing Issuance of 2016 Special Assessment Bonds (LTGO)

Dear Howard:

Enclosed please find the *Resolution Authorizing Issuance of 2016 Special Assessment Bonds (Limited Tax General Obligation)* which we have prepared for consideration by the Township Board at its meeting on Tuesday, December 8th. The resolution authorizes the issuance of special assessment bonds in an amount *not to exceed* \$800,000 to finance the cost of the Whitmore Lake sewer project. The final bond amount will be determined prior to closing and will take into account special assessment payments received by the Township, as the bonds may not be issued in an amount greater than the amount remaining to be collected on the special assessment roll.

The bonds will be payable primarily from the collection of special assessments on the Whitmore Lake Sewer Special Assessment Roll, and will be additionally secured by a limited tax full faith and credit pledge of the Township. If the special assessment collections are insufficient to pay the principal of and interest on the bonds as the same become due, the Township will be required to promptly advance from its general funds as a first budget obligation sufficient moneys to pay said principal and interest, and, if necessary, to levy taxes upon all taxable property in the Township therefor, subject to applicable constitutional and statutory tax rate limitations.

The resolution was prepared based upon the bond specifications provided by Bendzinski & Co., the Township's Financial Advisor. The resolution authorizes yourself, the Township Supervisor, and Township Clerk (each an "Authorized Officer") to take all steps necessary to accomplish the sale, issuance and delivery of the bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Howard Fink

-2-

November 30, 2015


After adoption of the resolution, please ask the Township Clerk to sign and mail three (3) original copies of the resolution to me for bond transcripts. Note that only pages 1 and 9 need to be completed. Section 7 appearing on pages 5-7 contains the bond form and the blanks in this section should not be completed or signed. The actual bond form will be prepared after the sale of the bonds and will be signed at that time.

Section 308 of Act 34, Public Acts of Michigan, 2001, as amended, requires that if a municipality issues bond containing a limited tax full faith and credit pledged, a notice of at least one meeting at which a decision will be made or discussed with respect to the issuance of the bonds shall contain a statement that the proposed bonds will contain a limited tax full faith and credit pledge of the municipality. We have provided this special notice as Exhibit B of the resolution. Please make sure that prior to the December 8th meeting, the notice contained in Exhibit B is posted at the Township Hall and at any other locations at which the Township generally posts its meeting notices. We recommend that the notice be posted at a location which is visible and accessible by the public for a minimum of 24 hours prior to the meeting. This notice requirement is in addition to the regular meeting notice required by the Open Meetings Act, and the notice of public indebtedness mailed and published as required by the Township's Code of Ordinances.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Steven D. Mann

Enclosure

cc: Angela Westover
Paul Burns, Esq.
Brian Rubel
Ryan A. Bendzinski
Laura Bassett, Esq.

25569738.1\065459-00015

Township of Northfield
County of Washtenaw, State of Michigan

RESOLUTION AUTHORIZING ISSUANCE OF
2016 SPECIAL ASSESSMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the Township Board of the Township of Northfield, County of Washtenaw, State of Michigan, held on the 8th day of December, 2015, at 7:00 p.m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Whitmore Lake Sewer Special Assessment Roll (the "Roll") to pay the cost to establish, acquire, construct, install and equip a sanitary sewer system, consisting generally of gravity sewer collection lines and low pressure force mains, together with all necessary grinders, pumps, infrastructure, interests in land and appurtenances and attachments thereto to serve the Whitmore Lake Sewer Special Assessment District (the "District") in the Township of Northfield, County of Washtenaw, State of Michigan (the "Township") has been prepared, reviewed and confirmed by the Township Board; and

WHEREAS, the Township Board has determined that it will be necessary to issue special assessment bonds pledging for their payment collections on the Roll; and

WHEREAS, the Township Board desires to authorize the issuance of the bonds pursuant to the terms of this resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Estimated Useful Life of Improvements. The estimated period of usefulness of said improvements is not less than twenty (20) years.

2. Authorization of Bonds; Pledge of Special Assessments; Limited Tax Pledge. Special assessment bonds shall be issued in the amount of not to exceed Eight Hundred Thousand Dollars (\$800,000) (the "Bonds") in anticipation of the collection of an equal amount of future due installments on the Roll, together with interest and investment income thereon, which collections are hereby pledged to the payment of the principal of and interest on the Bonds. Unpaid installments on the Rolls shall bear interest from and after December 1, 2015 at a rate equal to one percent (1%) above the average rate of interest borne by the Bonds, said interest to be payable annually on each special assessment installment due date.

In addition to the special assessments primarily pledged as aforesaid, the full faith, credit and resources of the Township shall be pledged secondarily for the prompt payment of the principal of and interest on the Bonds as the same become due.

If the pledged special assessments are not collected in amounts sufficient to pay the principal of and interest on the Bonds as the same become due, the Township shall promptly advance from its general funds as a first budget obligation sufficient moneys to pay said principal and interest, and, if necessary, levy taxes upon all taxable property in the Township therefor, subject to applicable constitutional and statutory tax rate limitations.

3. Bond Details. The Bonds shall be designated 2016 SPECIAL ASSESSMENT BONDS (LIMITED GENERAL TAX OBLIGATION), shall consist of bonds registered as to principal and interest in the denomination of \$5,000 or multiples thereof not exceeding for each maturity the aggregate principal amount of that maturity, numbered in order of registration, or alternatively, may consist of a single-instrument, non-convertible bond, dated as of the date of delivery, or such other date as shall be determined by the Township Manager, Supervisor or Township Clerk (the "Authorized Officers") at the time of sale of the Bonds, and be payable on April 1 in the years and in the principal amounts as set forth below:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$ 20,000	2026	\$40,000
2017	25,000	2027	45,000
2018	25,000	2028	50,000
2019	25,000	2029	50,000
2020	25,000	2030	50,000
2021	25,000	2031	55,000
2022	30,000	2032	55,000
2023	30,000	2033	60,000
2024	35,000	2034	60,000
2025	35,000	2035	60,000

4. Bond Terms; Redemption; Transfer Agent. The Bonds shall bear interest at a rate or rates determined on the sale thereof, but not exceeding 4% per annum, payable on April 1, 2016, and semiannually thereafter. The difference between the highest and lowest interest rate shall not exceed three percent (3%) per annum. The Bonds shall be sold at a price not less than 98.5% or more than 102% of the principal amount thereof.

Bonds of this issue maturing in the years 2016 to 2024, inclusive, shall not be subject to optional redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the years 2025 to 2035, inclusive, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township shall determine, on any date on or after April 1, 2024, at par and accrued interest to the date fixed for redemption.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Township to

conform to market practice in the future. Interest shall be payable by check or draft drawn on the Transfer Agent (as hereinafter defined) mailed to the registered owner at the registered address, as shown on the registration books of the Township maintained by the Transfer Agent. The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent. The principal of the Bonds shall be payable at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, as registrar and transfer agent for the Bonds (the "Transfer Agent"). In the alternative, if acceptable to the purchaser of the Bonds, the Township Treasurer may be selected as the Transfer Agent.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the Township. Such notice shall be dated and shall contain at a minimum the following information: Original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Authorized Officers are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the bond form within the parameters of this resolution as may be required to accomplish the foregoing.

5. Execution of Bonds. The Bonds shall be executed in the name of the Township with the manual or facsimile signatures of the Supervisor and the Township Clerk and shall have the Township's seal or a facsimile thereof printed or affixed on them. No bond authorized by this resolution signed by facsimile signatures shall be valid until authenticated by an authorized representative of the Transfer Agent.

The Bonds shall be delivered to the Transfer Agent for authentication and shall be delivered by the Transfer Agent to the purchaser in accordance with instructions from the Treasurer of the Township upon payment of the purchase price for the Bonds in accordance with the accepted bid therefor. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

6. Transfer of Bonds. Any bond authorized by this resolution may be transferred upon the books required to be kept by the Transfer Agent pursuant to this section by the person or entity in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond or bonds shall be surrendered for transfer, the Township shall execute and the Transfer Agent shall authenticate and deliver a new bond or bonds in like aggregate principal amount, maturity and maturity rate. The Transfer Agent shall require the

payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

7. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WASHTENAW

TOWNSHIP OF NORTHFIELD

2016 SPECIAL ASSESSMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>[CUSIP]</u>
--------------------------------	--------------------------------	---	----------------

Registered Owner: _____

Principal Amount: _____ Dollars

The Township of Northfield, County of Washtenaw, State of Michigan (the "Issuer"), promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above, in lawful money of the United States of America, on the Maturity Date shown above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue shown above, or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, first payable on April 1, 2016, and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date. Interest on this bond is payable when due to the person or entity who or which is the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the transfer agent, by check or draft mailed to the registered owner at the registered address. For the prompt payment of this bond, both principal and interest, the limited tax full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue, aggregating the principal sum of \$800,000, issued in anticipation of the collection of special assessments in the Whitmore Lake Sewer Special Assessment District (the "District") of the Issuer for the purpose of paying the cost to establish, acquire, construct, install and equip a sanitary sewer system in the District, all in accordance with the provisions of Act 188, Public Acts of Michigan, 1954, as amended, and a duly adopted resolution (the "Resolution") of the Issuer.

Bonds of this issue maturing in the years 2016 to 2024, inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2025 and thereafter, shall be subject to redemption prior to maturity, at the option of the Issuer, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2024, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation to it of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered addresses of the registered owners of record. Bonds shall be called for redemption in multiples of \$5,000 and bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000, and such bonds may be redeemed in part. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bonds or portions thereof.

This bond, including the interest thereon, is payable primarily out of special assessments to be collected on the lands situated in the aforesaid District. In case of insufficiency of said special assessment collections, this bond is payable as a first budget obligation out of the general funds of the Issuer, including the collection of any ad valorem taxes which the Issuer is authorized to levy, subject to applicable constitutional and statutory tax rate limitations.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the transfer agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Resolution series of, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the Issuer, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the transfer agent's Certificate of Authentication on this bond has been executed by the transfer agent.

IN WITNESS WHEREOF, the Issuer, by its Township Board, has caused this bond to be executed with the facsimile signatures of its Supervisor and its Township Clerk and its corporate seal or a facsimile thereof to be printed hereon, all as of the Date of Original Issue.

TOWNSHIP OF NORTHFIELD
County of Washtenaw
State of Michigan

8. Negotiated Sale of Bonds. Upon the advice of the Bendzinski & Co., Municipal Finance Advisors, the Township hereby determines to proceed with the sale of the Bonds by means of a negotiated sale based on advantages and opportunities to adjust terms for the Bonds, and to price and sell the Bonds using the method and at the time that is expected to best achieve the most advantageous interest rates, lowest issuance costs and most flexible terms.

9. Debt Retirement Fund; Collection of Special Assessments. There shall be established and maintained a fund to be designated 2016 SPECIAL ASSESSMENT BONDS (WHITMORE LAKE SEWER) DEBT RETIREMENT FUND. Into said fund there shall be placed the capitalized interest, if any, and accrued interest and premium, if any, attributable to the Bonds received at the time of delivery thereof. In addition, there shall be paid into said fund the collections of principal of and interest on the Roll in anticipation of the collection of which the Bonds authorized by the provisions of this resolution are to be issued. If at any time said fund is insufficient to pay the principal of and interest on said Bonds as the same become due, the Township shall advance from its general funds as a first budget obligation a sufficient amount of money to pay such principal and interest and, if necessary, shall levy taxes on all taxable property in the Township for such purpose, subject to applicable constitutional and statutory tax rate limitations.

10. Construction Fund. There shall be established and maintained a separate fund, to be designated 2016 WHITMORE LAKE SEWER CONSTRUCTION FUND, into which shall be placed the proceeds of sale of the Bonds, except capitalized interest, accrued interest and premium, if any, and from which fund there shall be paid the cost of the improvements in the District.

11. Tax Covenant; Qualified Tax Exempt Obligations. The Township shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Bonds are hereby designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

12. Defeasance of Bonds. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier options redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this Resolution shall be defeased and the owners of the bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

13. Authorization of Other Actions. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34 Michigan Public Acts of 2001, as amended ("Act 34"), including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment

dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Bonds issued shall not exceed the principal amount authorized in this Resolution, the interest rate per annum on the Bonds shall not exceed four percent (4%) per annum, and the Bonds shall mature in not to exceed twenty (20) annual installments.

14. Sale of Bonds. The Authorized Officers are each individually authorized to solicit proposals, select a purchaser for the Bonds, negotiate and award the sale of the Bonds to the purchaser pursuant to either a bond purchase agreement or sale order, and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution. The Authorized Officers are hereby authorized to execute a bond purchase agreement if deemed necessary. In the alternative, the Authorized Officers are each authorized to determine to sell the Bonds pursuant to a competitive public sale, to set a date of sale for the Bonds, to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, and to award the sale of the Bonds to the bidder whose bid produces the lowest true interest cost.

EXHIBIT A

NOTICE TO TAXPAYERS OF THE TOWNSHIP OF NORTHFIELD OF INTENT TO ISSUE SPECIAL ASSESSMENT BONDS FOR THE WHITMORE LAKE SEWER SPECIAL ASSESSMENT DISTRICT

PLEASE TAKE NOTICE that the Township of Northfield, County of Washtenaw, State of Michigan (the "Township"), is considering creating a public indebtedness through the issuance of special assessment bonds pursuant to Act 188, Public Acts of Michigan, 1954, as amended, in the amount of not to exceed Eight Hundred Thousand Dollars (\$800,000), at a meeting of the Township Board of Trustees on December 8, 2015 at 7:00 p.m. Eastern Time, to be held at the Township Hall, 8350 Main St., Whitmore Lake, MI 48189, for the purpose of paying the cost to establish, acquire, construct, install and equip a sanitary sewer system, consisting generally of gravity sewer collection lines and low pressure force mains, together with all necessary grinders, pumps, infrastructure, interests in land and appurtenances and attachments thereto to serve the Whitmore Lake Sewer Special Assessment District (the "District"). Members of the public are invited to attend.

The bonds will be payable in annual installments not to exceed twenty (20) in number. The bonds and the interest thereon will be primarily payable from special assessments to be collected on the lands situated in the District. As additional security, the Township will pledge its limited tax full faith and credit for the payment of the bonds. In case of insufficiency of said special assessment collections, the bonds will be payable as a first budget obligation out of the general funds of the Township, including the collection of any ad valorem taxes which the Township is authorized to levy, subject to applicable constitutional and statutory tax rate limitations.

This notice is given pursuant to the requirements of Ordinance 08-05 of the Township Code of Ordinances (Division 5, Sec. 2-272, et seq.).

Angela Westover
Township Clerk

EXHIBIT B

MEETING NOTICE

Township Board
Township of Northfield, County of Washtenaw, State of Michigan

At the regular meeting of the Township Board of the Township of Northfield, County of Washtenaw, State of Michigan to be held Tuesday, December 8, 2015 at 7:00 o'clock p.m. Eastern Standard Time, at 8350 Main St., Whitmore Lake, MI 48189, the Board will discuss the issuance of the Township's not to exceed \$800,000 2016 Special Assessment Bonds (Limited Tax General Obligation) which bonds will be secured by a limited tax full faith and credit pledge of the Township.

This notice is given pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended.

Angela Westover
Township Clerk

25562187.2\065459-00015

November 13, 2015

Mr. Howard Fink, Township Manager
Northfield Township
P O Box 576
Whitmore Lake, MI 48189-0576

Re: Northfield Township 401(a) Defined Contribution Plan

Dear Mr. Fink:

The Internal Revenue Service (IRS) requires retirement plan sponsors to restate their plan documents at regular intervals. We are currently within an IRS mandated restatement cycle and must update your group retirement plan document. We perform these periodic amendments as part of the administrative services we provide for your plan at no additional costs.

Enclosed is the amended and restated plan in the form of an adoption agreement for the Northfield Township Governmental Non-ERISA Retirement Plan (the plan). This adoption agreement replaces your current plan document. This restatement is required to bring the plan into compliance with the Pension Protection Act of 2006 and other legislative and regulatory changes. The new plan is primarily a restatement and consolidation of previously adopted good faith amendments and does not result in substantive changes to your plan's operation. In addition, it will not result in any new fees or charges to your plan or participants.

Enclosed with this letter you will find:

1. Your adoption agreement, which spells out the specific and unchanged provisions of your plan.
2. A sample board resolution to adopt the plan.
3. The basic plan document, which contains the necessary language that applies to all plans.
4. The IRS advisory letter, pre-approving the plan as tax-qualified.

To satisfy the restatement requirement, please approve the resolution and sign and date all documents where indicated. Upon execution, please return one copy of the signature page to us in the envelope provided along with a copy of the resolution. Please return by December 31, 2015. Please keep the remaining documents for your records.

Should you have any questions, please feel free to contact me or your Burnham & Flower plan administrator at 800.748.0554. We can also be reached at retirement@bfgroup.com.

Sincerely,



Amber Howes
Manager, Group Retirement & Administration
Enc.

RESOLUTION NO. 15-535
A RESOLUTION OF THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES FOR
RESTATEMENT OF THE NORTHFIELD TOWNSHIP GOVERNMENTAL
NON-ERISA RETIREMENT PLAN

The following is a formal record of action taken by the governing body of Northfield Township (the "Municipality").

WHEREAS, The Internal Revenue Service (IRS) requires plan sponsors to restate their plan documents at regular intervals, and

WHEREAS, we are currently within an IRS mandated restatement cycle with respect to the amendment and restatement of the Northfield Township Governmental Non-ERISA Retirement Plan (the "Plan"), and

WHEREAS, this statement is required to bring the Plan into compliance with the Pension Protection Act of 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES, that the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved, and

BE IT FURTHER RESOLVED, that the authorized signor of the Municipality be, and is hereby, authorized and directed to execute the Plan on behalf of the Municipality.

ROLL CALL VOTE:

AYE: _____

NAY: _____

ABSENT: _____

PASSED AND RESOLVED by the Northfield Township Board of Trustees, Northfield Township, Michigan, on this 8th day of December, 2015.

Marilyn Engstrom, Supervisor



ATTEST:

Angela Westover, Clerk

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2015.

NORTHFIELD TOWNSHIP:

Signature: _____

Print Name: _____

Title/Position: _____



**NORTHFIELD TOWNSHIP
GOVERNMENTAL NON-ERISA RETIREMENT PLAN**

**NORTHFIELD TOWNSHIP
GOVERNMENTAL NON-ERISA RETIREMENT PLAN**

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ADOPTION AGREEMENT #004
VOLUME SUBMITTER GOVERNMENTAL PENSION PLAN

The undersigned adopting employer hereby adopts this Plan and its related Trust to the extent an outside trust is not used. The Plan and Trust are intended to qualify as a tax-exempt plan and trust under Code sections 401(a) and 501(a), respectively. The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): Northfield Township
2. Address: 8350 Main Street, P O Box 576
3. City: Whitmore Lake
4. State: MI
5. Zip: 48189-0576
6. Phone number: 734-449-2880
7. Fax number: 734-449-0123
8. Plan Sponsor EIN: 38-1812291
9. Plan Sponsor fiscal year end: 06-30
10. State of organization of Plan Sponsor: MI

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 001
2. Plan name:
 - a. Northfield Township
 - b. Governmental Non-ERISA Retirement Plan

NOTE: A.1 is optional.

3. Effective Date

- a. Original effective date of Plan: 6/1/1977
- b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 1/1/2016

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the terms of this document shall be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement shall be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

4. Plan Year

- a. Plan Year means each 12-consecutive month period ending on 30-Jun (e.g. December 31)
- b. ☐ The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. Limitation Year means:

- a. ☒ Plan Year
- b. ☐ calendar year
- c. ☐ other: _____

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

☐ The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee shall become a Participant, no Participant shall be eligible to further participate in the Plan and no contributions shall accrue as of and after the date specified.

Plan Features

7. Employee Contributions(Section 4.01)

a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:

i. ☒ Yes, 5% of Compensation

ii. ☐ Yes, salary schedule according to the chart below:

Salary Range

Mandatory Employee Contributions

iii. ☐ Yes, other fixed method: _____

iv. ☐ No

b. Voluntary (After-Tax) Contributions are permitted:

i. ☐ Yes

ii. ☒ No

iii. ☐ Formerly Allowed

c. Mandatory After-Tax Employee Contributions are permitted under the Plan:

i. ☐ Yes, _____% of Compensation

ii. ☐ Yes, salary schedule according to the chart below:

Salary Range

Mandatory After-Tax Employee Contributions

iii. ☐ Yes, other fixed method: _____

iv. ☒ No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation

8. Compensation

a. Definition of Compensation for purposes of allocating contributions:

- i. ☒ W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
- ii. ☐ Base Compensation. The basic annual rate of compensation in effect at the beginning of the period selected below (A.8b).
- iii. ☐ Withholding. Wages paid to an Employee by the Employer (in the course of the Employer's trade or business) within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.
- iv. ☐ Other: _____

b. Compensation is determined over the period specified below ending with or within the Plan Year:

i. ☒ Plan Year

ii. ☐ calendar year

iii. ☐ Plan Sponsor Fiscal Year

iv. ☐ Limitation Year

v. ☐ Other 12-month period beginning on: _____ (enter month and day)

c. ☒ Include Employee Contributions in the definition of Compensation.

d. ☐ Include deemed Code section 125 compensation in the definition of Compensation.

e. ☒ Include differential military pay (as defined in Code section 3401(h)(2)) in the definition of Compensation (Section 3.08).

f. ☐ Include other pay (not otherwise included in A.8a): _____

NOTE: If other (A.8a.iv) is selected, Compensation must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: A.8b must be "Plan Year" if the Plan is excluding compensation earned before entry (A.11 is selected).

NOTE: If "Plan Year" is not selected in A.8b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

NOTE: If employee contributions are included (A.8c is selected), Compensation shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 402(e)(3), 402(h), 403(b), 122(f) or 457.

NOTE: Employee contributions are always included in the definition of Compensation for purposes of Mandatory Employee Contributions.

NOTE: If deemed Code section 125 compensation (A.8d) is selected, Compensation shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. This option is meant to be interpreted consistent with Revenue Ruling 2002-27.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

NOTE: If other pay (A.8f) is selected, A.8f should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is included, must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

9. Post Severance Compensation

☐ Include Post Severance Compensation (unused sick or vacation pay/nonqualified plan payments) in definition of Compensation.

NOTE: A.9 will also apply for purposes of Statutory Compensation.

10. Post Year End Compensation

☐ Determine Compensation using Post Year End Compensation

NOTE: If selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year Compensation.

NOTE: A.10 will also apply for purposes of Statutory Compensation.

Compensation Exclusions

11. Pay Before Participation

☒ Exclude pay earned before participation in the Plan from definition of Compensation.

NOTE: If selected, Compensation shall include only that compensation which is actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation shall include that compensation which is actually paid to the Participant during the Plan Year.

12. Other Pay

☒ Exclude other pay from definition of Compensation: Overtime and bonuses

NOTE: A.12 should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is excluded.

NOTE: The pay specified above must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

13. Statutory Compensation

a. Definition of Statutory Compensation:

- i. ☒ W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
- ii. ☐ Withholding. Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source paid to the Employee by the Employer (in the course of the Employer's trade or business).
- iii. ☐ Section 415 Safe Harbor Option. As described in the definition of "Section 415 Safe Harbor Option" in Article 2 of the Basic Plan Document.

b. ☒ Include deemed Code section 125 compensation in definition of Statutory Compensation:

NOTE: See A.9 and A.10 to determine if Statutory Compensation will include Post Severance Compensation and/or be determined using Post Year End Compensation.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

Definitions

14. Disability

Definition of Disability

- a. ☒ Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. ☐ Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.

- c. ☐ Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. ☐ Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. ☐ Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. ☐ Other: _____

NOTE: If A.14f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

15. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 13.05): Michigan
- b. Enter any state law provisions that apply to the Plan: Michigan

NOTE: Only state law and regulations may be entered in A.15b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Eligible Employee

1. The term "Eligible Employee" shall include:

- a. ☐ All Employees
- b. ☒ The following Employees: Class 1 - Department Heads, Class 2 - All other full time Employees
- c. ☐ All Employees except the following (select all that apply):
 - i. ☐ Union Employees. Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
 - ii. ☐ Leased Employees.
 - iii. ☐ Non-Resident Aliens. Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
 - iv. ☐ Other Employees: _____

NOTE: See Section 3.06(a) for rules regarding excluded Employees.

NOTE: If B.1b is selected, describe the Employees and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are eligible. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion. In order to meet the permanency requirement of Treas. Reg. section 1.401-1 (b)(2), a specific person or persons may be named by position/title but not given name; a finite group of individuals that cannot increase/change over time (such as those hired before a specific date) may not be used.

NOTE: If B.1c.iv is selected, describe other excluded Employees from definition of Eligible Employee and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are excluded. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

2. Opt-Out.

- ☐ An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

- ☐ Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

- a. ☐ Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____
- b. ☐ The Plan provides conditions or limitations on immediate participation: _____

NOTE: If B.4b applies (B.4a is selected) and is selected, describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to discretion.

Eligibility for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions

An Eligible Employee shall be eligible to receive/make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions (if permitted pursuant to A.7) at the time specified in B.8 upon meeting the requirements of B.5 through B.7 (Section 3.01).

5. Age Requirement for Employee Contributions

Minimum age requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions: None

6. Service Requirement for Employee Contributions

Minimum service requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- a. ☐ None
- b. ☐ Completion of ____ year(s) of eligibility service
- c. ☐ Completion of ____ Hours of Service in a ____ month period
- d. ☐ Completion of ____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. ☐ Completion of ____ months of service
- f. ☐ Completion of ____ days of service
- g. ☒ Other: Class 1 - None, Class 2 - 3 months

NOTE: If B.6g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

7. Additional Requirements for Employee Contributions

☐ Additional requirements, limitations, conditions or other modifications to B.5-6 (eligibility to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions) apply: ____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

8. Entry Dates for Employee Contributions

a. Frequency of entry dates for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- i. ☐ immediate
- ii. ☐ first day of each calendar month
- iii. ☐ first day of each Plan quarter
- iv. ☐ first day of the first month and seventh month of the Plan Year
- v. ☐ first day of the Plan Year
- vi. ☒ other: Class 1 - Immediate, Class 2 - 1st day of Plan Month after Eligibility

b. An Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions on the entry date selected in B.8a that is:

- i. ☐ coincident with or next following the date the requirements of B.5 through B.7 are met
- ii. ☐ next following the date the requirements of B.5 through B.7 are met

NOTE: If B.8a.i is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the requirements of B.5 through B.7.

NOTE: If B.8a.vi is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.8b is not applicable if B.8a.i or B.8a.vi (immediate entry/other) is selected.

Eligibility for Pension Contributions

9. Eligibility for Pension Contributions (select one):

- a. ☒ Same as Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.8 upon meeting the requirements of B.5 through B.7
- b. ☐ Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.13 upon meeting the requirements of B.10 through B.12

NOTE: If B.9a is selected B.10 - B.13 shall be inapplicable.

10. Age Requirement for Pension Contributions

Minimum age requirement for Pension Contributions: _____

11. Service Requirement for Pension Contributions

Minimum service requirements for Pension Contributions:

- a. ☐ None
- b. ☐ Completion of _____ year(s) of eligibility service
- c. ☐ Completion of _____ Hours of Service in a _____ month period
- d. ☐ Completion of _____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. ☐ Completion of _____ months of service
- f. ☐ Completion of _____ days of service
- g. ☐ Other: _____

NOTE: If B.10g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

12. Additional Requirements for Pension Contributions

☐ Additional requirements, limitations, conditions or other modifications to B.10-11 (eligibility to receive Pension Contributions) apply: _____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

13. Entry Dates for Pension Contributions

a. Frequency of entry dates for Pension Contributions:

- i. ☐ immediate
- ii. ☐ first day of each calendar month
- iii. ☐ first day of each Plan quarter
- iv. ☐ first day of the first month and seventh month of the Plan Year
- v. ☐ first day of the Plan Year
- vi. ☐ other: _____

b. An Eligible Employee shall become a Participant eligible to receive Pension Contributions on the entry date selected in B.13a that is:

- i. ☐ coincident with or next following the date the requirements of B.10 through B.12 are met
- ii. ☐ next following the date the requirements of B.10 through B.12 are met
- iii. ☐ coincident with or immediately preceding the date the requirements of B.10 through B.12 are met
- iv. ☐ immediately preceding the date the requirements of B.10 through B.12 are met
- v. ☐ nearest to the date the requirements of B.10 through B.12 are met

NOTE: If immediate entry (B.13a.i) is selected, an Eligible Employee shall become a Participant eligible to receive Pension Contributions immediately upon meeting the requirements of B.10 through B.12.

NOTE: If B.13a.vi is selected the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.13b is not applicable if immediate or other entry (B.13a.i or B.13a.vi) is selected.

Transfers/Rehires

14. Transfers/Rehires

a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.04):

- i. ☒ as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- ii. ☐ on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3

b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):

- i. ☒ immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
- ii. ☐ on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.8 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____
- c. Other limits on Voluntary Contributions apply: _____

NOTE: C.1a and C.1b may not be more than 100% of Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.9 through B.13 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- a. ☒ None
- b. ☐ In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. ☐ In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. ☐ In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - i. ☐ death
 - ii. ☐ Disability
 - iii. ☐ attainment of Normal Retirement Age
- b. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. ☐ Waive both the Hour of Service requirement and last day requirement
 - ii. ☐ Waive the Hour of Service requirement only
 - iii. ☐ Waive last day requirement only
- c. ☐ The following other modifications shall be made to the requirements specified in C.2-3b: _____

NOTE: C.3 is only applicable if C.2a, C.2b or C.2c is selected.

NOTE: C.3c may only be used to make minor changes to the requirements specified in C.2-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion. For example, C.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

Pension Contributions - Formula

- 4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 as follows (Section 4.03):
 - a. ☐ Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - b. ☐ Points. In the amount of _____ to be allocated as described in C.5.
 - c. ☐ Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
 - d. ☐ Defined Groups. See C.6
 - e. ☒ Other fixed formula: 10% of compensation

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to discretion.

5. Pension Contribution - Points

If C.5b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$100 of Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
 - i. ☐ Age, Service and Compensation
 - ii. ☐ Age and Service
 - iii. ☐ Age and Compensation
 - iv. ☐ Service and Compensation
 - v. ☐ Age Only
 - vi. ☐ Service Only
- b. Points awarded for \$100 of Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Compensation, Years of Service and/or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

- a. Group One: _____ An amount equal to:
 - i. ☐ A percentage of Compensation _____
 - ii. ☐ A fixed dollar amount _____
 - iii. ☐ the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Allocation of Pension Contributions

- a. Pension Contributions are allocated to Participant Accounts at the following time(s):
 - i. ☐ End of Plan Year
 - ii. ☐ Semi-annually
 - iii. ☐ Quarterly
 - iv. ☒ Each calendar month
 - v. ☐ Each pay period
- b. Minimum and Maximum Pension Contributions
 - i. ☐ Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. ☐ Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

- a. ☐ The Employer will contribute a Participant's unused paid time off (vacation and/or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:
 - i. ☐ Each Plan Year
 - ii. ☐ Upon Termination
- b. ☐ The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

9. Pension - Disability

- ☐ Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the ____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

NOTE: C.9 shall not be more than "tenth".

NOTE: Allocations under C.9 may occur after Termination.

10. Collective Bargaining Agreement

- a. ☐ In addition to the amount selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement.
- b. The collective bargaining allocations will offset other employer contribution allocations that would otherwise be made to a Participant:
- i. ☐ Yes - Pension contributions only
 - ii. ☐ No
 - iii. ☐ Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

- a. ☐ In addition to any other Pension Contributions, an amount necessary to meet the Employer's requirements under an applicable prevailing wage statute. The formula for allocating prevailing wage contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.
- b. The prevailing wage contributions offset:
- i. ☐ None
 - ii. ☐ The prevailing wage contributions will offset any other Pension Contribution allocations that would otherwise be made to a Participant.
 - iii. ☐ Other: _____

NOTE: Depending upon the offset rule chosen, timing of allocations may need to be considered as contributions under prevailing wage are typically required to be made not less often than quarterly.

NOTE: The offset provided under C.11b.iii must be objectively determinable and may not be specified in a manner that is subject to Employer discretion

NOTE: C.11b is only applicable if C.11a is selected.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. ☐ No
- b. ☐ Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. ☒ Yes - Only active Participants may make a Rollover Contribution
- d. ☐ Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of Rollover Contributions accepted by the Plan and must use that discretion in a consistent manner.

13. Deemed IRAs

- ☐ The Plan may accept voluntary contributions to deemed IRAs (Section 4.08) effective: _____

NOTE: If C.13 is selected, see Section 4.08 for rules regarding deemed IRAs.

14. Death or Disability During Qualified Military Service

- ☒ For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02) effective: 1/1/2007

NOTE: Effective date must be on or after January 1, 2007.

15. 415 Additional Language

- ☐ Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

- a. ☒ 100%
- b. ☐ ____ year cliff
- c. ☐ Other:
 - i. Other Pension Schedule - less than 1 year: ____%
 - ii. Other Pension Schedule - 1 years but less than 2 years: ____%
 - iii. Other Pension Schedule - 2 years but less than 3 years: ____%
 - iv. Other Pension Schedule - 3 years but less than 4 years: ____%
 - v. Other Pension Schedule - 4 years but less than 5 years: ____%
 - vi. Other Pension Schedule - 5 years but less than 6 years: ____%
 - vii. Other Pension Schedule - 6 years but less than 7 years: ____%
 - viii. Other Pension Schedule - 7 years but less than 8 years: ____%
 - ix. Other Pension Schedule - 8 years but less than 9 years: ____%
 - x. Other Pension Schedule - 9 years but less than 10 years: ____%
 - xi. Other Pension Schedule - 10 years but less than 11 years: ____%
 - xii. Other Pension Schedule - 11 years but less than 12 years: ____%
 - xiii. Other Pension Schedule - 12 years but less than 13 years: ____%
 - xiv. Other Pension Schedule - 13 years but less than 14 years: ____%
 - xv. Other Pension Schedule - 14 years but less than 15 years: ____%
 - xvi. Other Pension Schedule - 15 years but less than 16 years: ____%
 - xvii. Other Pension Schedule - 16 years but less than 17 years: ____%
 - xviii. Other Pension Schedule - 17 years but less than 18 years: ____%
 - xix. Other Pension Schedule - 18 years but less than 19 years: ____%
 - xx. Other Pension Schedule - 19 years but less than 20 years: ____%
 - xxi. Other Pension Schedule - 20 years: 100%

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

- ☐ The Plan has another vesting schedule: ____

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

Vesting Service Rules

NOTE: If D.1a is selected and D.3a is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

- a. ☐ Calendar year
- b. ☐ Plan Year
- c. ☒ The 12-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent 12-consecutive month period shall commence on the anniversary of such date
- d. ☐ Other: ____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

- ☐ Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: ____

5. Vesting Exceptions

- a. ☒ Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02).
- b. ☒ Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02).

- c. ☐ Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.02).

6. Vesting Exclusions

- a. ☒ Exclude Years of Vesting Service earned before age 18.
b. ☒ Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

7. Vesting Forfeitures

- a. Upon termination, nonvested account balances shall be forfeited
i. ☒ as soon as administratively feasible
ii. ☐ other timeframe: _____
b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
i. ☒ as soon as administratively feasible
ii. ☐ other timeframe: _____

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to discretion.

8. Forfeitures and Re-employment

- a. ☒ forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
i. ☒ only if the period of severance was less than or equal to the following period 1 year
ii. ☐ only to the extent the vested account balance was not distributed
iii. ☐ only to the extent the vested distributed account balance is restored to the Plan
b. ☐ forfeited account balances shall not be restored

9. Use of Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

- a. ☒ Any permissible method (restore forfeitures, reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
b. ☐ Other: _____

NOTE: D.9b is limited to one or a combination of the options described in D.9a, D.9b may be used to further restrict the uses of forfeiture and must be applied in a consistent manner.

10. Special Vesting Provisions

- ☐ Provide for special vesting provisions: _____

NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to discretion.

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

- a. ☒ Attainment of age 55
b. ☐ Later of attainment of age _____ and the _____ anniversary of Plan participation.
c. ☐ Other: _____

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. ☐ None. The Plan does not have an early retirement feature.
a. ☒ Attainment of age 55
b. ☐ Later of attainment of age _____ and _____ service.
c. ☐ Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. ☒ Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
b. ☐ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
c. ☐ Normal Retirement Age. When the Participant attains Normal Retirement Age.
d. ☐ Other: _____

NOTE: Any entry in E.3d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. ☒ Cash only
- b. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- c. ☐ Other: _____

5. Default Form of Payment (Other than Death)

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
 - i. ☒ Lump sum only
 - ii. ☐ Other: _____
- b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
 - i. ☒ Lump sum only
 - ii. ☐ Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
 - iii. ☐ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect
 - iv. ☐ Other: _____

NOTE: Any entry in E.5a.ii and/or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

- ☐ Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. ☒ Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. ☐ Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. ☐ Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. ☐ Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. ☐ Other: _____

NOTE: Any entry in E.7e must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- a. Death benefits when there is no designated beneficiary:
 - i. ☒ Standard according to Section 7.04(c)
 - ii. ☐ Other: _____
- b. ☐ Revocation. A beneficiary designation to a spouse shall be automatically revoked upon the following circumstances: _____
- c. Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable:
 - i. ☐ No
 - ii. ☐ Yes - limited to the following terms and conditions: _____
 - iii. ☒ Yes
- d. ☐ The term "Domestic Partner" as defined in Article 2 is modified in the following manner: _____

NOTE: If E.8a.ii (Other) is selected, death benefits when there is no designated beneficiary shall be provided pursuant to E.8a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If E.8c.i is selected, E.8d does not apply.

NOTE: If E.8d is selected, the modifications must be definitely determinable.

NOTE: Domestic Partners shall not be treated as a spouse under the following Sections of the Plan: 7.02(b) (distribution upon death), 7.05 (minimum distributions) and 7.06 (direct rollovers).

NOTE: If revocation is selected (E.8b) you may use this item to indicate automatic revocation upon divorce.

9. Cash Out

- a. ☒ Involuntary cash-out amount for purposes of Section 7.03: \$1000
- b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in E.9a is deferred under Section 7.03(b) until:

- i. ☐ Later of age 62 or Normal Retirement Age - payment made in a lump sum only
- ii. ☐ Required Beginning Date - Participant may elect payment in a lump sum or installments
- iii. ☒ Required Beginning Date - payment made in a lump sum only
- c. ☐ Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules (Section 7.03).

NOTE: E.9a has a \$5,000 maximum, \$5,000 will be entered unless otherwise specified.

NOTE: If E.9a is not selected, E.9c does not apply.

NOTE: If E.9a is less than \$1,000, E.9c may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. ☒ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 70-1/2, or (b) retires
- b. ☐ Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. ☐ Election. The option provided in E.9a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

In-Service Withdrawals

1. Retirement

- a. ☒ Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:
All Accounts

Other Withdrawals

2. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. ☐ Voluntary Contribution Account
- b. ☒ Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

☐ Allow distributions upon Disability.

4. Other Conditions/Limitations

☐ The following limitations, conditions and/or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (H.1 through H.3).

5. Loans

Loans are permitted:

- ☐ Yes
- ☒ No

SECTION G. PLAN OPERATIONS

1. Permitted Investments

- a. ☐ Plan may invest in life insurance (Section 9.06)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. ☒ All Accounts
- ii. ☐ Some Accounts
- iii. ☐ None

- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:

- i. ☐ Mandatory Employee Contribution Account

- ii. ☐ Mandatory After-tax Employee Contribution Account
- iii. ☐ Pension Contribution Account
- iv. ☐ Voluntary Contribution Account
- v. ☐ Rollover Contribution Account
- vi. ☐ Transfer Account
- vii. ☐ Other: _____

- c. ☐ Participants may also establish individual brokerage accounts.
- d. ☐ Participants may exercise voting rights with respect to investments (Section 9.05).

NOTE: If G.2a.iii (None) is selected, G.2b through G.2d do not apply.

NOTE: G.2b only applies if G.2a.ii is selected.

3. Valuation Date

Enter Valuation Date:

- a. ☒ Last day of Plan Year
- b. ☐ Last day of each Plan quarter
- c. ☐ Last day of each month
- d. ☐ Each business day
- e. ☐ Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 11.01):
 - i. ☒ Plan Sponsor
 - ii. ☐ Committee appointed by Plan Sponsor
 - iii. ☐ Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 11.01(c) and 11.02(c)):
 - i. ☒ Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. ☐ Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
 - i. ☐ None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. ☒ Standard according to Section 11.06
 - iii. ☐ Provided pursuant to an outside agreement
- d. ☐ The following modifications shall be made to the duties of the applicable parties: _____

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
 - i. ☐ Yes
 - ii. ☐ No
 - iii. ☐ Yes, but only for the following assets/Accounts: _____; other assets/Accounts will use an outside Trust or an arrangement described in Code section 401(f).
 - iv. ☒ Not Applicable - Assets are held solely by an arrangement described in Code section 401(f).
- b. Trustee Type
 - i. ☐ Corporate. Trustee name and address: _____
 - ii. ☐ Individual. Trustee name(s): _____
- c. Type of Trustee Indemnification:
 - i. ☐ Standard according to Section 10.07(b)
 - ii. ☐ None
- d. ☐ The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).

NOTE: Section 10.09 of the Basic Plan Document shall apply to the extent assets are held in an outside trust agreement.

NOTE: If the Trust agreement contained in the Basic Plan Document applies, then Trustee signature(s) is/are not necessary on amendments if the amendment does not affect Trustee duties.

NOTE: If G.5a.iv is selected, G.5b - d shall not apply.

NOTE: If a separate trust agreement is to be used (G.5a.ii or G.5a.iii is selected), the items in G.1-5 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the trust document(s) previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.

NOTE: If G.5a.i or G.5a.iii (use Trust Agreement in Basic Plan Document) is selected and G.5c.ii (no indemnification) is selected, indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

NOTE: If G.5c.ii (no indemnification) Section 10.07(b) shall not apply and indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

6. Trust Administrative Modifications

- a. ☐ The following modifications are made to the permitted investments under the Trust Fund: _____
- b. ☐ The following modifications are made to the duties of the Trustee, Investment Fiduciary or Investment Manager: _____
- c. ☐ The following modifications are made to other administrative provisions of the Trust Fund: _____

NOTE: G.6 only applies if G.5a.i or G.5a.iii is selected (the Trust Agreement contained in the Basic Plan Document applies).

NOTE: The addition of language in G.6 cannot conflict with other provisions of the Plan and cannot cause the Plan to fail to qualify under Code section 401(a). Under no circumstances can a modification consist of: 1) removal or change to the prudent man rule, 2) addition of arbitration for Participant disputes, 3) addition of securities lending program, and 4) modification of the duties of the special trustee in Section 10.02(b) to determine and collect contributions under the Plan.

Qualified Domestic Relations Orders

7. ☒ Section 13.02 shall apply.

SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #004, its related Basic Plan Document #P-03 and any related Appendix and Addendum to the Adoption Agreement.

The Plan is a volume submitter plan and is not a prototype plan.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner, CCH INCORPORATED, DBA ftwilliam.com may be contacted at 700 W. Virginia St., Suite 305, Milwaukee, WI 53204; 414-226-2442.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2015.

NORTHFIELD TOWNSHIP:

Signature: _____

Print Name: _____

Title/Position: _____

Northfield Township Governmental Non-ERISA Retirement Plan

BASIC PLAN DOCUMENT #P-03

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NORTHFIELD TOWNSHIP GOVERNMENTAL NON-ERISA RETIREMENT PLAN

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ARTICLE 1 INTRODUCTION

Section 1.01 **PLAN**

This document ("Basic Plan Document"), its related Adoption Agreement and Trust are intended to qualify as a tax-exempt "Plan" under Code sections 401(a) and 501(a), respectively. The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Employee Retirement Income Security Act (ERISA) shall not be applicable to this Plan, even if a prior version of this Plan inadvertently incorporated ERISA provisions.

Section 1.02 **APPLICATION OF PLAN**

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2 DEFINITIONS

"Account" means the balance of a Participant's interest in the Trust Fund as of the applicable date as adjusted pursuant to Article 9. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Matching Contribution Account, Employer Contribution Account, Pension Contribution Account, Voluntary Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account, Rollover Contribution Account, Transfer Account and such other Account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

"Adoption Agreement" means the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

"Alternate Payee" means the person entitled to receive payment of benefits under the Plan pursuant to a Qualified Domestic Relations Order.

"Annual Addition" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:

- (a) Employer contributions allocated to a Participant's Account, including Mandatory Employee Contributions, Matching Contributions, Employer Contributions, and Pension Contributions;
- (b) Voluntary Contributions and Grandfathered 401(k) Contributions;
- (c) forfeitures;
- (d) amounts allocated, after March 31, 1984, to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer;
- (e) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate Account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer; and
- (f) allocations under a simplified employee pension plan.

Notwithstanding the foregoing, an Annual Addition shall not include a restorative payment within the meaning of IRS Revenue Ruling 2002-45 and any superseding guidance.

"Beneficiary" means the person(s) entitled to receive benefits, under Section 7.04 of the Plan, upon the Participant's death.

"Catch-up Contribution" means the contribution described in Section 5.02(d).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Committee" means the committee that may be appointed by the Plan Sponsor pursuant to Section 11.01 to serve as Plan Administrator.

"Compensation" shall have the meaning set forth in the Adoption Agreement.

Compensation shall include other compensation paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Employer or (b) the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer if: (1) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

The exclusions from Compensation for payments after severance from employment do not apply to payments to a Participant who does not currently perform services for the Employer by reason of Qualified Military Service to the extent those payments do not exceed the amounts the Participant would have received if the individual had continued to perform services for the

Employer rather than entering Qualified Military Service. To the extent selected in the Adoption Agreement and pursuant to Code section 414(u)(12), IRS Notice 2010-15 and any superseding guidance, differential wage payments shall be treated as Compensation.

To the extent provided in Section 4.03(d), Compensation shall include compensation paid to a Participant who is permanently and totally disabled.

Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

For any Plan Year, the annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

"Disabled" or "Disability" shall have the meaning specified in the Adoption Agreement. The determination of Disability shall be made by the Plan Administrator.

"Domestic Partner" means, unless otherwise specified in the Adoption Agreement, a partner of the Participant if the Participant is in a civil union or similar relationship recognized under the laws of any state. A Participant may only have one Domestic Partner. A Participant may not have a Domestic Partner if the Participant is legally married to a person.

"Early Retirement Age" shall have the meaning set forth in the Adoption Agreement.

"Effective Date" shall have the meaning set forth in Section A.3 of the Adoption Agreement except as otherwise specified in the Plan or Adoption Agreement.

"Eligible Employee" means any Employee employed by the Employer, subject to the modifications and exclusions described in the Adoption Agreement.

"Employee" means any individual who is employed by the Employer. The term "Employee" includes any Leased Employee of the Employer. No Leased Employee may become a Participant hereunder unless he becomes an Eligible Employee. The term "Employee" shall not include a person who is classified by the Employer as an independent contractor or a person who is not treated as an employee for purposes of withholding federal employment taxes.

"Employer" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

"Employer Contribution" means a contribution made by the Employer that is allocated to a Participant's Employer Contribution Account pursuant to Article 4.

"Employer Contribution Account" means so much of a Participant's Account as consists of Employer Contributions (and corresponding earnings) made to the Plan.

"Employment Commencement Date" means the first date on which the Eligible Employee performs an Hour of Service.

"Excess Compensation" means the amount by which an Eligible Employee's Compensation for a Plan Year exceeds the integration level described in the Adoption Agreement.

"Grandfathered 401(k) Contribution" means an employee contribution made to the Plan as a Pre-tax Grandfathered 401(k) Contribution or as a Grandfathered Roth 401(k) Contribution pursuant to Article 4 of the Plan.

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

"Grandfathered 401(k) Contribution Account" means so much of a Participant's Account as consists of a Participant's Grandfathered 401(k) Contributions (and corresponding earnings) made to the Plan. The Grandfathered 401(k) Contribution Account shall also include Catch-up Contributions described in Section 5.02(d) of the Plan.

"Grandfathered Roth 401(k) Contribution" means a Grandfathered 401(k) Contribution that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Grandfathered Roth 401(k) Contribution that is being made in lieu of all or a portion of the Pre-tax Grandfathered 401(k) Contributions the Participant is otherwise eligible to make under the Plan; and (b) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Grandfathered Roth 401(k) Contributions shall be subject to the same conditions and limitations as apply to Grandfathered 401(k) Contributions.

"Grandfathered Roth 401(k) Contribution Account" means so much of a Participant's Account as consists of a Participant's Grandfathered Roth 401(k) Contributions (and corresponding earnings) made to the Plan. The Plan will maintain a record of the amount of Grandfathered Roth 401(k) Contributions in each Participant's Grandfathered Roth 401(k) Contribution Account.

"Hour of Service" means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer if elected in the Adoption Agreement.

Service with respect to Qualified Military Service shall be credited in accordance with Code section 414(u) and service shall also be determined to the extent required by the Family and Medical Leave Act of 1993.

"Investment Fiduciary" means the person(s) designated as such in the Adoption Agreement.

"Investment Funds" means the funds in which the Trust Fund is invested.

"Investment Manager" means the person(s) designated as such in the Adoption Agreement.

"In-Plan Roth Rollover Account" means so much of a Participant's Account as consists of a Participant's In-Plan Roth Rollover Contributions (and corresponding earnings) made to the Plan.

"In-Plan Roth Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another Account in the Plan pursuant to Section 8.07.

"Leased Employee" means any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code section 414(n)(6) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. A person shall not be considered a Leased Employee if: such person is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457; (2) immediate participation; and (3) full and immediate vesting.

"Limitation Year" means the year specified in the Adoption Agreement for purposes of determining Annual Additions limits pursuant to Article 5. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

"Mandatory After-tax Employee Contribution" means a mandatory Employee contribution made to the Plan on an after-tax basis. The term Mandatory After-tax Employee Contribution shall not include Grandfathered Roth 401(k) Contributions.

"Mandatory After-tax Employee Contribution Account" means so much of a Participant's Account as consists of Mandatory After-tax Employee Contributions (and corresponding earnings) made to the Plan.

"Mandatory Employee Contribution" means contributions picked up by the Employer as described in Code section 414(h), Revenue Rulings 81-35, 81-36, 87-10 and 2006-43.

(a) The Mandatory Employee Contributions are paid by the Employer in lieu of contributions by the Participant. The employing unit must take formal action to provide that the contributions on behalf of a specific class of employees of the employing unit, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions. A person duly authorized to take such action with respect to the employing unit must take such action. The action must apply only prospectively and be evidenced by a contemporaneous written document (e.g., minutes of a meeting, a resolution, or an ordinance).

(b) The Participant may not receive the contributed amounts directly instead of having them paid to the Plan and may not opt out of the Mandatory Employee Contributions. No cash or deferred election right (within the meaning of Code section 1.401(k)-1(a)(3)) with respect to designated Mandatory Employee Contributions applies.

"Mandatory Employee Contribution Account" means so much of a Participant's Account as consists of Mandatory Employee Contributions (and corresponding earnings) made to the Plan.

"Matched Employee Contribution" means Employee contributions specified in the Adoption Agreement.

"Matching Contribution" means an Employer Matching Contribution made to the Plan on behalf of the Participant pursuant to Article 4 of the Plan.

"Matching Contribution Account" means so much of a Participant's Account as consists of Matching Contributions (and corresponding earnings) made to the Plan.

"Non-Elective Contribution" means a contribution made by the Employer that is allocated to a Participant's Non-Elective Contribution Account pursuant to Article 4.

"Non-Elective Contribution Account" means so much of a Participant's Account as consists of Non-Elective Contributions (and corresponding earnings) made to the Plan.

"Normal Retirement Age" shall have the meaning set forth in the Adoption Agreement.

"Participant" means an Eligible Employee who participates in the Plan in accordance with Article 3.

"Pension Contribution" means a contribution made by the Employer that is allocated to a Participant's Pension Contribution Account pursuant to Article 4.

"Pension Contribution Account" means so much of a Participant's Account as consists of Pension Contributions (and corresponding earnings) made to the Plan.

"Plan Administrator" means the person(s) designated pursuant to the Adoption Agreement and Section 11.01.

"Plan Sponsor" means the entity described in the Adoption Agreement.

"Plan Year" means the 12-consecutive month period described in the Adoption Agreement.

"Post Severance Compensation" means amounts paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Employer or (b) the end of the applicable Limitation Year/Plan Year that includes the date of severance from employment with the Employer; and those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer. However, the payment must be for (a) unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if the Employee had continued in employment; or (b) received by a Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

"Post Year End Compensation" means amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (a) these amounts are paid during the first few weeks of the next year; (b) the amounts are

included on a uniform and consistent basis with respect to all similarly situated Employees; and (c) no compensation is included in more than one year.

"Qualified Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" according to Plan Administrator procedures.

"Qualified Military Service" means qualified military service as defined in Code section 414(u).

"Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires. The Adoption Agreement may provide that for all Participants: (a) the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or (b) the Participant may elect to begin receiving distributions at the date specified in the preceding sentence or the date specified in clause (a) of this sentence.

"Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another eligible retirement plan or individual retirement account pursuant to Article 4 of the Plan.

"Rollover Contribution Account" means so much of a Participant's Account as consists of a Participant's Rollover Contributions (and corresponding earnings) made to the Plan.

"Section 415 Safe Harbor Option" means a definition of Compensation that:

(a) Includes all of the following:

(1) The Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. section 1.62-2(c).

(2) Amounts described in Code section 104(a)(3), 105(a), or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.

(3) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code section 217.

(4) The value of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.

(5) The amount includible in the gross income of an Employee upon making the election described in Code section 83(b).

(6) Amounts that are includible in the gross income of an Employee under the rules of Code section 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee.

(b) Excludes all of the following:

(1) Contributions (other than elective contributions described in Code section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension plan described in Code section 408(k) or a simple retirement account described in Code section 408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation for Code section 415 purposes, regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(2) Amounts realized from the exercise of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. section 1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture (see Code section 83 and regulations promulgated thereunder).

(3) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option (as defined in Treas. Reg. section 1.421-1(b)).

(4) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code section 125).

(5) Other items of remuneration that are similar to any of the items listed in paragraphs (b)(1) through (b)(4) of this section.

"Statutory Compensation" shall have the meaning set forth in the Adoption Agreement.

Statutory Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

Statutory Compensation shall include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457.

Statutory Compensation shall include other compensation paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Employer or (b) the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer if: (1) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer. The exclusions from Compensation for payments after severance from employment do not apply to payments to a Participant who does not currently perform services for the Employer by reason of Qualified Military Service to the extent those payments do not exceed the amounts the Participant would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service. To the extent applicable, Statutory Compensation shall include compensation paid to a Participant who is permanently and totally disabled. Back pay (as defined in Treas. Reg. section 1.415(c)-2(g)(8)) shall be treated as Statutory Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

Notwithstanding any other provision hereof to the contrary, the annual Statutory Compensation of each Employee taken into account under the Plan for any Plan Year shall not exceed \$200,000, (as adjusted under Code section 401(a)(17) for such year). If a Plan Year consists of fewer than 12 months, the applicable limitation under Code section 401(a)(17) will be multiplied by a fraction, the numerator of which is the number of months in such year, and the denominator of which is 12.

"Termination" and "Termination of Employment" means any absence from service that ends the employment of the Employee with the Employer.

"Transfer Account" means so much of a Participant's Account as consists of amounts transferred from another eligible retirement plan (and corresponding earnings) pursuant to Article 4 in a transaction that was not an eligible rollover distribution within the meaning of Code section 402.

"Trust" means the trust agreement specified in the Adoption Agreement. The Trust Agreement contained in the Basic Plan Document will be used unless otherwise specified in the Adoption Agreement

"Trust Fund" means all of the assets of the Plan held by the Trustee pursuant to Article 10 or held by an insurance company.

"Trustee" means the person or persons designated by the Plan Sponsor to serve as the Trustee of the Trust Fund to the extent the assets of the Plan are not held solely by an insurance company. If the Trustee is a corporate Trustee the Trustee will be a

directed Trustee unless otherwise indicated in a separate agreement. If the Trustee is an individual Trustee, the Trustee will be a discretionary Trustee unless otherwise indicated in a separate trust agreement.

"Valuation Date" has the meaning specified in the Adoption Agreement. Notwithstanding anything in the Adoption Agreement to the contrary and in the event that there is to be a distribution, transfer of assets and/or division of assets from the Plan, the Plan Administrator may in its sole discretion declare a special Valuation Date, but only for that portion of the Plan that is not daily-valued to protect the interests of Participants in the Plan or the Participant receiving the distribution.

"Voluntary Contribution" means an Employee contribution made to the Plan on an after-tax basis. The term Voluntary Contribution shall not include Grandfathered Roth 401(k) Contributions.

"Voluntary Contribution Account" means so much of a Participant's Account as consists of a Participant's Voluntary Contributions (and corresponding earnings) made to the Plan.

ARTICLE 3 PARTICIPATION

Section 3.01 **MANDATORY EMPLOYEE CONTRIBUTIONS, VOLUNTARY CONTRIBUTIONS AND GRANDFATHERED 401(K) CONTRIBUTIONS**

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Mandatory Employee Contributions, Grandfathered 401(k) Contributions and Voluntary Contributions on or before the Effective Date shall be a Participant eligible to make Mandatory Employee Contributions, Grandfathered 401(k) Contributions, and Voluntary Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(k) Contributions immediately prior to the Effective Date shall become a Participant eligible to make Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(k) Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to make Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(k) Contributions only to the extent such contributions are permitted in the Adoption Agreement.

***NOTE:** Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.*

Section 3.02 **MATCHING CONTRIBUTIONS**

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Matching Contributions before the Effective Date shall be a Participant eligible to receive Matching Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Matching Contributions on the Effective Date shall become a Participant eligible to receive Matching Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.03 **EMPLOYER CONTRIBUTIONS**

(a) **Non-Elective Contributions.** Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Non-Elective Contributions before the Effective Date shall be a Participant eligible to receive Non-Elective Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Non-Elective Contributions on the Effective Date shall become a Participant eligible to receive Non-Elective Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) **Pension Contributions.** Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Pension Contributions before the Effective Date shall be a Participant eligible to receive Pension Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Pension Contributions on the Effective Date shall become a Participant eligible to receive Pension Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Pension Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.04 **TRANSFERS**

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such change of job classification or transfer.

Section 3.05 **TERMINATION AND REHIRES**

If an Employee has a Termination of Employment, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant; except as provided in Article 4) as of his Termination of Employment. An individual who has satisfied the applicable eligibility requirements set forth in Article 3, including passing an entry date, before his

Termination date, and who is subsequently reemployed by the Employer as an Eligible Employee, shall resume or become a Participant immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied to the extent provided by the Adoption Agreement. An individual who has not so qualified for participation on his Termination date, and who is subsequently reemployed by the Employer as an Eligible Employee, shall be eligible to participate as of the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3.

Section 3.06 LIMITATIONS ON EXCLUSIONS

(a) Eligibility Waiver. The Employer may waive any of the Eligibility requirements to participate in the Plan with respect to Employer Contributions for an Employee who does not otherwise satisfy such requirements.

(b) Modifications. The completion of a 'fill-in' blank in the Adoption Agreement shall not be considered to be a modification to the Volume Submitter document unless the language used to complete the 'fill-in' blank is contrary to the notes and guidelines that accompany the option. If a completed 'fill-in' blank violates/is contrary to the notes and guidelines that accompany the option, the language is a modification to the Volume Submitter document.

Section 3.07 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to this Article 3.

Section 3.08 PARTICIPANTS RECEIVING DIFFERENTIAL MILITARY PAY

To the extent selected in the Adoption Agreement and pursuant to Code section 414(u)(12), IRS Notice 2010-15 and any superseding guidance, a Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as an Employee of the Employer making the payment and the differential wage payments may be treated as Compensation under the Plan to the extent selected in the Adoption Agreement.

ARTICLE 4 CONTRIBUTIONS

Section 4.01 MANDATORY EMPLOYEE CONTRIBUTIONS, VOLUNTARY CONTRIBUTIONS AND GRANDFATHERED 401(K) CONTRIBUTIONS

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

(a) Contributions. Subject to the limitations described in Article 5 and as provided in the Adoption Agreement, each Participant shall contribute to the Plan the amount of Mandatory After-tax Employee Contributions required by the Employer and may contribute Voluntary Contributions and/or Grandfathered 401(k) Contributions. Grandfathered 401(k) Contributions may only be made with respect to amounts that are compensation under Code section 415(c)(3) and must be made pursuant to this Section 4.01 in the form and manner prescribed by the Plan Administrator.

(b) Modifications. As of the date a Participant first meets the eligibility requirements of Section 3.01, he may elect to contribute to the Plan. Subsequent to that date, a Participant may elect to start, increase, reduce or totally suspend his elections pursuant to this Section 4.01, effective as of the dates specified in the Adoption Agreement.

(c) Procedures. A Participant shall make an election described in Subsection (b) in such form and manner as may be prescribed by procedures established by the Plan Administrator. Such procedures may include, but not be limited to: specifying that elections be made at such time in advance as the Plan Administrator may require, allowing a Participant to make a separate election as to any bonuses or other special pay, and/or requiring elections be made in a dollar amount or percentage of pay. A Participant's election regarding Grandfathered 401(k) Contributions may be made only with respect to an amount which the Participant could otherwise elect to receive in cash and which is not currently available to the Participant. The Plan Administrator may allow Participants to defer on Compensation actually received after Termination of Employment.

(d) Reduction in Elections. The Plan Administrator may reduce or totally suspend a Participant's election if the Plan Administrator determines that such election may cause the Plan to fail to satisfy any of the requirements of Article 5.

(e) Catch-up Contributions. If elected in the Adoption Agreement, all Participants who are eligible to make Grandfathered 401(k) Contributions under this Plan shall be eligible to make Catch-up Contributions pursuant to Section 5.02(d).

(f) Grandfathered Roth 401(k) Contributions. To the extent provided in the Adoption Agreement, Participants shall be eligible to irrevocably designate some or all of their Grandfathered 401(k) Contributions as either Pre-tax Grandfathered 401(k) Contributions or Grandfathered Roth 401(k) Contributions. However, the Plan Administrator may require a Participant to elect all of their Grandfathered 401(k) Contributions as either Pre-tax Grandfathered 401(k) Contributions or Grandfathered Roth 401(k) Contributions. All elections shall be subject to the same election procedures, limits on modifications and other terms and conditions on elections as specified in the Plan. If Grandfathered Roth 401(k) Contributions are not permitted, all Grandfathered 401(k) Contributions shall be designated as Pre-tax Grandfathered 401(k) Contributions.

(g) Automatic Enrollment. To the extent provided in the Adoption Agreement, upon the initial satisfaction of the eligibility requirements of Article 3 with respect to Grandfathered 401(k) Contributions (and at the effective date of the addition of an automatic enrollment feature for current Participants), an Eligible Employee described in the Adoption Agreement shall be deemed to have made a Grandfathered 401(k) Contribution election in the amount provided in the Adoption Agreement; provided however that:

(1) In a reasonable period of time before the deemed election takes place the Eligible Employee shall receive a notice that explains the automatic Grandfathered 401(k) Contribution election, his Compensation reduction percentage and the individual's right to elect to have no such Grandfathered 401(k) Contributions made to the Plan or to alter the amount of those contributions, including the procedure for exercising that right and the timing for implementation of any such election. The Eligible Employee must have a reasonable opportunity to file an election to receive cash in lieu of Grandfathered 401(k) Contributions before such deemed election is made. If the Adoption Agreement indicates the Plan intends to be an eligible automatic contribution arrangement (EACA), the notice must meet the additional requirements below:

(A) The notice must be provided within a reasonable period before the beginning of each Plan Year or, in the Plan Year the Employee is first eligible to make a cash or deferred election (or first becomes covered under the automatic contribution arrangement as a result of a change in employment status), within a reasonable period before the Employee becomes a

covered Employee. A notice satisfies the timing requirements of this paragraph only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice in order to make the election described under Treas. Reg. section 1.414(w)-1(e)(2).

(B) The notice must describe how contributions made under the arrangement will be invested in the absence of any investment election.

(C) The notice must describe the right to make a permissible withdrawal (as described in Section 4.01(g)(4)(B)), if applicable, and the procedures to elect such a withdrawal.

(2) Unless otherwise selected in the Adoption Agreement, if the Plan provides for Grandfathered Roth 401(k) Contributions, all Grandfathered 401(k) Contributions made under Subsection (g) shall be designated as Pre-tax Grandfathered 401(k) Contributions.

(3) Administrator Discretion. The Plan Administrator may, on a uniform basis, provide that a new initial period shall begin for an Employee who is terminated for a full Plan Year and is rehired in a subsequent Plan Year. The Plan Administrator may also, on a uniform basis, provide that an affirmative election expires at the end of each Plan Year and that the Employee must make a new affirmative election if he or she wants the prior rate of Grandfathered 401(k) Contribution to continue.

(4) Elections to End or Reduce Automatic Enrollment

(A) If the Adoption Agreement indicates the Plan is not an Eligible Automatic Contribution Arrangement (EACA) and the Plan Administrator elects to allow withdrawals, the Eligible Employee may file an election to receive cash in lieu of Grandfathered 401(k) Contributions at the time such deemed election is made or within the 60 day period thereafter. Upon an election to receive cash in lieu of Grandfathered 401(k) Contributions, the Participant shall not receive a refund of any Grandfathered 401(k) Contribution made. The Eligible Employee may make a subsequent affirmative election to make Grandfathered 401(k) Contributions at a later date that is effective as provided in Section 4.01(b).

(B) Eligible Automatic Contribution Arrangement (EACA). To the extent the Adoption Agreement indicates the Plan intends to be an eligible automatic contribution arrangement (EACA), if the Adoption Agreement allows for permissible withdrawals, an Employee for whom Grandfathered 401(k) Contributions have been automatically made may elect to withdraw all of the contributions made on his or her behalf including earnings thereon to the date of the withdrawal. This withdrawal right is available only if the withdrawal election is made within the earlier of 90 or the number of days specified in the Adoption Agreement after the date the first contribution is made under an EACA. Any Matching Contribution made with respect to the amount withdrawn (adjusted for allocable gains and losses) shall be forfeited. A withdrawal request will be treated as an affirmative election to stop having Grandfathered 401(k) Contributions made unless the Employee affirmatively elects otherwise.

(i) Election Period. The Plan Administrator may, on a uniform basis and non-discriminatory basis, require an election period shorter than 90 days, provided that such election period must be at least 30 days.

(ii) Treatment of Refunds. Grandfathered 401(k) Contributions refunded pursuant to this Subsection and any related Matching Contributions forfeited, shall be disregarded in determining limitations under Code section 402(g). Any amounts refunded under this Paragraph are not eligible rollover contributions.

(iii) Rehires. The Plan Administrator may, on a uniform, for an Employee who is terminated for a full Plan Year and is rehired in a subsequent Plan Year provide that such Employee be treated as a new hire.

(iv) Fees. The amount distributed may be reduced by fees pursuant to Treas. Reg. section 1.414(w)-1(c)(3)(ii).

(v) The provisions of this Subsection are subject to any requirements under Code section 414(w), the final Treasury Regulations issued February 24, 2009 and any corresponding guidance or regulations issued thereunder.

(h) Contribution and Allocation of Grandfathered 401(k) Contributions and Voluntary Contributions. The Employer shall contribute to the Plan with respect to each pay period an amount equal to the Grandfathered 401(k) Contributions and Voluntary Contributions of Participants for such pay period, as determined pursuant to the elections in force pursuant to this Section. There shall be directly and promptly allocated to the Grandfathered 401(k) Contribution Account, Grandfathered 401(k) Roth Contribution Account and Voluntary Contribution Account of each Participant the Grandfathered 401(k) Contributions and

Voluntary Contributions, respectively, contributed by the Employer to the Plan by reason of any election in force with respect to that Participant.

(i) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Mandatory Employee Contributions, Voluntary Contributions and/or Grandfathered 401(k) Contributions.

Section 4.02 MATCHING CONTRIBUTIONS

(a) Amount of Matching Contributions. Subject to the limitations described in Article 5, the Employer shall contribute to the Plan an amount specified in the Adoption Agreement on behalf of each Participant who made a Matched Employee Contribution and who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Contribution and Allocation of Matching Contributions. Matching Contributions shall be made to the Plan and promptly allocated to the Matching Contribution Accounts of Participants who meet the requirements of Subsection (a) and in the amount determined pursuant to Subsection (a) as soon as administratively feasible after the end of the periods described in the Adoption Agreement. The Employer may make an additional Matching Contribution ("true up") on behalf of each Participant in the amount of the positive difference, if any, between the Matching Contributions that would have been allocated to his Account had such contributions been determined on the basis of Compensation and Matched Employee Contributions for the entire Plan Year and the Matching Contributions previously allocated to such Participant's Account.

(c) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Matching Contributions.

Section 4.03 EMPLOYER CONTRIBUTIONS

(a) Amount.

(1) Non-Elective Contributions. Subject to the limitations described in Article 5, the Employer shall, to the extent specified in the Adoption Agreement, make Non-Elective Contributions to the Plan on behalf of each Participant who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(2) Pension Contributions. Subject to the limitations described in Article 5, the Employer shall make Pension Contributions to the Plan on behalf of each Participant who has completed any service requirements specified in the Adoption Agreement (to the extent not funded by forfeitures). Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Pension Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Allocation of Employer Contributions.

(1) Allocation of Employer Contributions. Employer Contributions shall be allocated to the Employer Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a)(1) in the manner described in the Adoption Agreement.

(2) Allocation of Pension Contributions. Pension Contributions shall be allocated to the Pension Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a)(2) in the manner described in the Adoption Agreement.

(c) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Employer Contributions or Pension Contributions, as applicable.

(d) Disability. In addition to the foregoing, if the Adoption Agreement specifies that contributions described in this Section shall be allocated to Disabled Participants, a Participant who does not meet the requirements of Subsection (a) due to Disability shall be eligible to share in such contributions (including Disabled Participants that have Terminated Employment); provided that such Disability would also constitute a disability pursuant to Code section 22(e). The Employer shall allocate the

applicable contributions on behalf of each such Disabled Participant on the basis of the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before suffering a Disability. Contributions allocated to Participants suffering a Disability pursuant to this Subsection shall be fully (100%) vested when made. Such allocations shall cease on the first to occur of the following:

- (1) the last day of the Plan Year in which occurs the anniversary specified in the Adoption Agreement of the date the Plan Administrator determines that the Participant's Disability commenced;
- (2) the date the Participant ceases to suffer from a Disability;
- (3) the date the Participant refuses to submit to a periodic examination by the Employer or its agent to determine the existence of a Disability; or
- (4) the date the Participant dies.

Section 4.04 ROLLOVER CONTRIBUTIONS

To the extent provided in the Adoption Agreement, the Plan Administrator may direct the Trustee to accept Rollover Contributions made in cash or other form acceptable to the Trustee. Rollover Contributions shall be allocated to the Participant's/Eligible Employee's (to the extent elected in the Adoption Agreement) Rollover Contribution Account. The Plan may accept the following Rollover Contributions to the extent allowed by the Plan Administrator in its sole discretion:

- (a) A rollover from a plan qualified under Code section 401(a) or 403(a) if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee.
- (b) A rollover from a "Conduit Individual Retirement Account", as determined in accordance with procedures established by the Plan Administrator and only if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee.
- (c) A direct rollover of an eligible rollover distribution of after-tax employee contributions from a qualified plan described in Code section 401(a) or 403(a). The Plan shall separately account for amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.
- (d) Any rollover of an eligible rollover distribution from an annuity contract described in Code section 403(b). The Plan shall separately account for after-tax amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.
- (e) Any rollover of an eligible rollover distribution from an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
- (f) Any rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.
- (g) Any additional rollover contribution as may be permitted by applicable law.

Section 4.05 TRANSFERS

The Trustee may be directed to accept a direct transfer of assets, made without the consent of the affected Employees, from the trustee of any other qualified plan described in Code section 401(a) to the extent permitted by the Code and the regulations and rulings thereunder. In the event assets are transferred to the Plan pursuant to the foregoing sentence, the transferred assets shall be accounted for separately in the Transfer Account of the affected Employees to the extent necessary to preserve a more favorable vesting schedule or any other legally-protected benefits available to such Employees under the transferor plan. The Plan Administrator shall establish a vesting schedule for the Transfer Account; provided that such schedule is not less favorable than the vesting schedule under the transferor plan.

Section 4.06 MILITARY SERVICE

(a) In General. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service shall be provided in accordance with Code section 414(u).

(b) Death or Disability During Qualified Military Service. To the extent provided in the Adoption Agreement, pursuant to Code section 414(u)(9), IRS Notice 2010-15 and any superseding guidance; a Participant who dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability and receive benefit accruals related to the period of Qualified Military Service as provided under Code section 414(u)(8), except as provided below:

(1) All Participants eligible for benefits under the Plan by reason of this Section shall be provided benefits on reasonably equivalent terms.

(2) For the purposes of applying Code section 414(u)(8)(C), a Participant's Grandfathered 401(k) Contributions shall be determined based on the Participant's average actual contributions for:

(A) the 12-month period of service with the Employer immediately prior to Qualified Military Service, or

(B) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

Section 4.07 ARRANGEMENTS ADOPTED BY MORE THAN ONE EMPLOYER

In General. This Section applies to arrangements adopted by more than one unrelated entity. Unrelated entities may participate in the Plan as described under Section 4.07(a) as a multiple employer plan within the meaning of ERISA section 3(2) and Code section 413(c) ("Multiple Employer Plan") or under Section 4.07(b) as an aggregated plan arrangement for multiple plans sharing a Master Adoption Agreement and who are not a Multiple Employer Plan ("Aggregated Plan Arrangement") only to the extent the unrelated entities are entities eligible to adopt a governmental plan as defined in Code section 414(d). The provisions of Section 4.07(c) shall apply to plans described under 4.07(a) or 4.07(b).

(a) Multiple Employer Plans. This Section shall apply if the Plan is a Multiple Employer Plan.

(1) Method of Adoption. The Plan Sponsor shall execute a Master Adoption Agreement and each Adopting Entity shall execute a joinder/participation agreement which contains only those Adoption Agreement provisions, if any, which may be overridden by an entity other than the Plan Sponsor. The execution of the joinder/participation agreement by an Adopting Entity shall constitute the adoption of the same plan as the Plan Sponsor and not the adoption of a separate plan for the Adopting Entity. An Adopting Entity may amend its joinder/participation agreement at any time with the approval of the Plan Sponsor. However, an Adopting Entity may not modify the definition of Plan Administrator, Limitation Year or Plan Sponsor. The Plan Sponsor and all Adopting Entities acknowledge that the Plan is a Multiple Employer Plan subject to the rules of Code section 413(c) and the regulations thereunder which are herein incorporated by reference. The Plan Sponsor and all Adopting Entities also acknowledge the specific annual reporting requirements, and different procedures for obtaining determination letters from the Internal Revenue Service regarding the qualified status of the Plan.

(2) Definitions. The following terms are modified as used in the Plan:

(A) "Adopting Entity" means an entity who executes a joinder/participation agreement.

(B) "Adoption Agreement" means the Adoption Agreement for the Plan Sponsor. For any Adopting Entity, Adoption Agreement means the Adoption Agreement as amended in that entity's joinder/participation agreement (as provided in Section 4.07(a)(1)).

(C) "Plan Sponsor" means the executor of the Master Adoption Agreement described in Section 4.07(a)(1).

(3) Application of Code section 413(c). The provisions of Code section 413(c) shall apply to the Plan and this Section shall be interpreted consistent with Code section 413(c) and any applicable guidance.

(A) Eligibility Service. Code section 410(a) shall be applied as if all Employees of each Employer who maintains the Plan were employed by a single Employer. An Employee who transfers employment between Adopting Entities and/or the Plan Sponsor shall not be considered to have a Termination of Employment.

(B) Exclusive Benefit. For purposes of Code section 401(a), in determining whether the Plan of an Employer is for the exclusive benefit of its Employees and their Beneficiaries all Participants shall be considered to be its Employees.

(C) Vesting. Code section 411 shall be applied as if all Employers who maintain the Plan constituted a single Employer, except that the application of any rules with respect to breaks in service shall be made under regulations prescribed by the Secretary of Labor.

(D) Funding. To the extent the Plan is subject to Code section 412, the provisions of Code sections 413(c)(4) and 413(c)(5) shall apply.

(4) Other Rules.

(A) Contributions and forfeitures arising hereunder must be restricted to Participants who are employed by the entity under which the forfeitures arose.

(B) Maximum Annual Additions. Except as provided in Treas. Reg. section 1.415(f)-1(g)(2)(i) (regarding aggregation of multiemployer plans with plans other than multiemployer plans), for purposes of applying Section 5.05, Annual Additions attributable to a Participant from all of the Employers maintaining the Plan must be taken into account. Furthermore, in applying the limitations of Section 5.05 with respect to a Participant, the total Statutory Compensation received by the Participant from all of the Employers maintaining the Plan is taken into account under the Plan, unless Treas. Reg. section 1.415-1(e) and any superseding guidance specifies otherwise.

(5) Each participating entity shall be jointly and severally liable for plan expenses.

(b) Aggregated Plan Arrangements. This Section shall apply if the Plan is an Aggregated Plan Arrangement.

(1) Method of Adoption. Each Adopting Entity shall execute a joinder/participation agreement in which the Adopting Entity adopts the Master Adoption Agreement. The joinder/participation agreement may also contain Adoption Agreement provisions, if any, which may be overridden by an Adopting Entity. However, an Adopting Entity may not modify the definition of Plan Administrator. The execution of the joinder/participation agreement by an Adopting Entity shall constitute the adoption of a separate plan for the Adopting Entity and not the adoption of the same plan as any other Adopting Entity. An Adopting Entity may amend its joinder/participation agreement at any time with the approval of the Plan Administrator. The Adopting Entity may choose to allow the Plan Administrator to amend the Master Adoption Agreement on its behalf.

(2) Definitions for purposes of this Subsection 4.07(b):

(A) "Adopting Entity" means an entity who adopts a joinder/participation agreement as its separate plan.

(B) "Master Adoption Agreement" means an Adoption Agreement that contains a complete set of responses to all possible Plan provisions.

(3) Application of Code section 413(c). The provisions of Code section 413(c) shall not apply to the Plan. Each Adopting Entity's plan shall constitute a separate plan.

(c) Provisions that apply to Multiple Employer Plans and Aggregated Plan Arrangements.

(1) No Modification to Pre-Approved Language. The execution of a joinder/participation agreement shall not be considered a modification to the IRS pre-approved language of the Plan.

(2) Termination of Participation. If an Adopting Entity terminates its participation in the Plan (or is terminated by the Plan Administrator) the Plan Administrator may require the terminating entity to do any of the following:

(A) Successor Plan. Set up a successor plan unless the entity sponsors another eligible plan to receive a transfer of assets.

(B) Proof of Dissolution. In the event the Adopting Entity terminates its participation in the Plan by reason of ceasing business operations, the managing officials of such entity shall present the Plan Administrator articles of dissolution or other documentation as required by the Plan Administrator. Once acceptable documentation has been provided to the Plan Administrator, the Account balance of each affected Participant will be nonforfeitable and the affected Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.

(C) Hold Assets for Twelve Months. The Plan Administrator may hold the assets of Participants that are not otherwise eligible for distribution for a period of twelve months. Thereafter, provided the Adopting Entity has not setup a plan eligible to receive the assets, the Account balance of each affected Participant will be nonforfeitable and the affected Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.

(D) The determination of whether or not there is a termination, within the meaning of Code section 411(d)(3), is made solely by reference to the rules of Code sections 411(d)(3) and 413(c)(3).

(3) Fiduciary Act to Join the Plan. By executing a joinder/participation agreement, each Adopting Entity, acting as a fiduciary with respect to its current and future Employees, thereby ratifies and confirms the appointment of all parties to the Plan and all action taken to establish and maintain the Plan. The term parties to the Plan in the preceding sentence shall include, but not be limited to, the Plan Administrator, Trustee and Investment Fiduciary.

(4) Each Adopting Entity shall be jointly and severally liable for Plan expenses.

(5) Each Adopting Entity shall indemnify and hold harmless the Plan Administrator (and their delegates), any other Adopting Entities, any person serving as the Trustee and/or Investment Fiduciary from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses for its failure to operate in accordance with the Plan or any intentional or negligent act or omission with respect to the Plan including but not limited to failure of oversight and or appointment. The Plan Administrator may in its discretion utilize any IRS or DOL correction program and any fees or costs associated with such program are the responsibility of the offending Adopting Entity.

Section 4.08 DEEMED IRAs

(a) Applicability and Effective Date. This Section 4.08 shall apply only if the Adoption Agreement provides that Deemed IRAs are permitted. Effective for Plan Years beginning on or after the date specified in the Adoption Agreement, the Plan Administrator may permit a Participant to make voluntary Employee contributions to a traditional IRA established under Code section 408 or a Roth IRA established under Code section 408A. The Plan shall establish a separate Account or annuity for the designated IRA contributions of each Participant and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such IRA.

(b) Reporting Duties. The Plan Administrator shall cause the trustee of a trust established pursuant to Subsection (d) or annuity contract issuer to comply with the reporting requirements of Code section 408(i) with respect to all IRAs that are established and maintained under the Plan.

(c) Voluntary Employee Contributions. For purposes of this Section, a voluntary Employee contribution means any contribution that is made by the Participant and which the Participant has designated, at or prior to the time of making the contribution, as a contribution to which this Section applies.

(d) IRAs established pursuant to this Section shall be held in a trust or an annuity separate from the Trust Fund established under the Plan to hold contributions other than deemed IRA contributions and shall satisfy the applicable requirements of Code sections 408 and 408A, which requirements are set forth in the Deemed IRA Addendum to the Adoption Agreement. The Deemed IRA Addendum shall be comprised of IRS Form 5305 or other applicable IRA document that contains model language or IRS-approved language. The language contained in the Deemed IRA Addendum shall be interpreted consistent with the provisions of this Plan. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.

ARTICLE 5 LIMITATIONS ON CONTRIBUTIONS

Section 5.01 MAXIMUM AMOUNT OF ANNUAL ADDITIONS

(a) General Rule.

(1) One Plan. If the Participant does not participate in, and has never participated in another qualified plan maintained by the Employer or a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer, or an individual medical account, as defined in Code section 415(l)(2), maintained by the Employer, or a simplified employee pension plan, as defined in Code section 408(k), maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the maximum permissible amount specified in Section 5.01(b) or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed such maximum permissible amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the maximum permissible amount.

(2) Multiple Plans. This Subsection 5.01(a)(2) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund maintained by the Employer, an individual medical account maintained by the Employer, or a simplified employee pension plan maintained by the Employer, that provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the maximum permissible amount specified in Section 5.01(b) reduced by the Annual Additions credited to a Participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pension plans for the same Limitation Year.

(b) Maximum Permissible Amount. For Limitation Years beginning on or after January 1, 2002, the maximum permissible amount is the lesser of:

(1) \$40,000, as adjusted for increases in the cost-of-living under Code section 415(d); or

(2) 100% of the Participant's Statutory Compensation for the Limitation Year. The Compensation limit referred to in this Subsection (b)(2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition. Notwithstanding the preceding sentence, Statutory Compensation for purposes of Section 5.01 for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled.

Prior to determining the Participant's actual Statutory Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's Statutory Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Statutory Compensation for the Limitation Year.

(c) Correction of Excess. If there is an allocation in excess of the Maximum Permissible Amount, the Plan Administrator shall correct such excess pursuant to the procedures outlined under Employee Plans Compliance Resolution System as described in Rev. Proc. 2013-12 and any superseding guidance.

Section 5.02 ANNUAL LIMITATION ON GRANDFATHERED 401(K) CONTRIBUTIONS

(a) Amount. Notwithstanding anything herein to the contrary, Grandfathered 401(k) Contributions made under this Plan, or elective deferrals made under any other qualified plan maintained by the Employer may not exceed, during any taxable year, the dollar limitation contained in Code section 402(g) in effect at the beginning of such taxable year. For purposes of this Section 5.02, elective deferrals shall mean qualified cash or deferred arrangements described in Code section 401(k), any salary reduction simplified employee pension plan described in Code section 408(k)(6), any SIMPLE IRA plan described in Code section 408(p) and any plan described under Code section 501(c)(18), and any employer contributions made on the behalf of a participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement.

(b) Refund of Excess Grandfathered 401(k) Contributions. In the event that Grandfathered 401(k) Contributions under this Plan when added to a Participant's other elective deferrals under any other plan or arrangement (whether or not maintained by the employer) exceed the limit described in the preceding Subsection, the Plan Administrator shall distribute, by April 15 of the following calendar year, the excess amount of Grandfathered 401(k) Contributions plus income thereon.

A Participant's claim that the excess was caused by elective deferrals made under a plan or arrangement not maintained by the Employer shall be made in writing and shall be submitted to the Plan Administrator no later than the date specified by the Plan Administrator following the calendar year in which such deferrals occurred. If the Plan permits Grandfathered Roth 401(k) Contributions, the Plan Administrator shall determine the ordering rule for refunds of excess Grandfathered 401(k) Contributions. Such ordering rule may provide that the Participant may elect to have refunds made either from his Pre-tax Grandfathered 401(k) Contributions or Grandfathered Roth 401(k) Contributions or any combination thereof.

(c) Forfeiture of Matching Contributions Related to Excess Grandfathered 401(k) Contributions. In the event a Participant receives a distribution of excess Grandfathered 401(k) Contributions pursuant to Subsection (b), the Participant shall forfeit any Matching Contributions allocated to the Participant by reason of the distributed Grandfathered 401(k) Contributions. Grandfathered 401(k) Contributions not taken into account in determining Matching Contributions under Section 4.02 shall be treated as being reduced first. Amounts forfeited shall be used pursuant to Section 6.03(d).

(d) Catch-up Contributions. If elected in the Adoption Agreement, all Participants who are eligible to make Grandfathered 401(k) Contributions under this Plan shall be eligible to make Catch-up Contributions in accordance with, and subject to the limitations of, Code section 414(v). "Catch-up Contributions" are Grandfathered 401(k) Contributions made to the Plan that are in excess of an otherwise applicable plan limit and that are made by Participants who are aged 50 or over by the end of their taxable years. An otherwise applicable plan limit is a limit in the Plan that applies to Grandfathered 401(k) Contributions without regard to Catch-up Contributions, such as the limits on Annual Additions and the dollar limitation on Grandfathered 401(k) Contributions under Code section 402(g) (not counting Catch-up Contributions). Catch-up Contributions for a Participant for a taxable year may not exceed the dollar limit on Catch-up Contributions under Code section 414(v)(2)(B)(i) for the taxable year as adjusted for cost-of-living increases. Catch-up Contributions are not subject to the limits on Annual Additions.

ARTICLE 6 VESTING

Section 6.01 PARTICIPANT CONTRIBUTIONS

A Participant shall have a fully (100%) vested and nonforfeitable interest in his Voluntary Contribution Account, Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account and Rollover Contribution Account.

Section 6.02 EMPLOYER CONTRIBUTIONS

The Participant's interest in his Matching Contribution Account, Employer Contribution Account and Pension Contribution Account shall vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement.

Notwithstanding the foregoing, a Participant shall become fully (100%) vested upon his attainment of Normal Retirement Age while an Employee. In addition, the Adoption Agreement may provide that a Participant will become fully (100%) vested upon (a) his death while an Employee, (b) his suffering a Disability while an Employee, or (c) attaining his Early Retirement Age while an Employee. Effective January 1, 2007, if a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits provided under the Plan as if the Participant had resumed and then terminated employment on account of death pursuant to Code section 401(a)(37). If Participants become fully (100%) vested upon death while an Employee, Participants shall also become fully (100%) vested upon death while performing Qualified Military Service.

A Participant's Transfer Account, if any, shall remain subject to the vesting schedule that applied to the Account immediately prior to the transfer.

Section 6.03 FORFEITURES

(a) Participants Receiving a Distribution. A Participant who receives a distribution of the value of the entire vested portion of his Account shall forfeit the nonvested portion of such Account according to the timeframes specified in the Adoption Agreement. For purposes of this Section, if the value of a Participant's vested Account balance is zero upon Termination, the Participant shall be deemed to have received a distribution of such vested Account.

(b) Participants Not Receiving a Distribution. The nonvested portion of the Account balance of a Participant who has a Termination of Employment and does not receive a complete distribution of the vested portion of his Account shall be forfeited according to the timeframes specified in the Adoption Agreement.

(c) Reemployment. A Participant that is reemployed after a period of severance may have nonvested Account balances restored to the extent specified in the Adoption Agreement.

(d) Disposition of Forfeitures. Amounts forfeited from a Participant's Account shall be used to restore forfeitures or reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4, or to pay reasonable Plan expenses to the extent specified in the Adoption Agreement.

(e) Vesting Following In-Service Withdrawals or Payment in Installments. If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100% of his Account derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the Account:

(1) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(2) At any relevant time the Participant's nonforfeitable portion of the separate Account will be equal to an amount ("X") determined by the formula:

$$X = P(AB + (R \times D)) - (R \times D)$$

For purposes of applying the formula: P is the nonforfeitable percentage at the relevant time; AB is the Account balance at the relevant time; D is the amount of the distribution; and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

ARTICLE 7 DISTRIBUTIONS

Section 7.01 COMMENCEMENT OF DISTRIBUTIONS

(a) Early and Normal Retirement. A Participant, upon attainment of his Normal Retirement Age, shall be entitled to retire and to receive his Account as his benefit hereunder pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Early Retirement Age but before Termination, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(b) Late Retirement. If a Participant continues in the employ of the Employer beyond his Normal Retirement Age, his participation under the Plan shall continue, and his benefits under the Plan shall commence following his actual Termination of Employment pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Normal Retirement Age but before actual retirement, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(c) Disability Retirement. Except as may be otherwise provided in the Adoption Agreement, if a Participant becomes Disabled, he shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

(d) Death. If a Participant dies, either before or after his Termination of Employment, his Beneficiary designated pursuant to Section 7.04 shall become entitled to receive the Participant's vested Account pursuant to Section 7.02.

(e) Termination of Employment. A Participant shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

Section 7.02 TIMING AND FORM OF DISTRIBUTIONS

(a) Distribution for Reasons Other Than Death. Payment of a Participant's vested Account shall commence at such times and shall be payable in the form and at such times as specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, a Participant may elect to have the Plan Administrator apply his entire Account toward the purchase of an annuity contract. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable and shall be distributed to the Participant.

The method of distribution shall be selected by the Participant on a form prescribed by the Plan Administrator. If no such selection is made by the Participant, payment shall be made in the form of a lump sum distribution unless the Adoption Agreement provides for different normal form of payment. No distribution shall be made if the Participant is rehired by the Employer before payments commence.

(b) Distribution on Account of Death.

(1) Before Distribution Has Begun. If the Participant dies before distribution of his Account begins, distribution of the Participant's entire Account shall be completed by the time and in the manner specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, payments may be made at least as rapidly as over the following periods:

(A) A complete distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death;

(B) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant died; and/or

(C) If the Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with Subparagraph (B) above shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died and (ii) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

If the Plan permits Participant elections under this Subsection (b)(1) and the Participant has not made an election as to form of payment by the time of his death, the Participant's Beneficiary must elect the method of distribution no later than the earlier of (1) December 31 of the calendar year in which distributions would be required to begin under this Section, or (2) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated beneficiary, pursuant to applicable Treasury Regulations, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

If the surviving spouse dies after the Participant, the provisions of this Subsection (b)(1), with the exception of Subparagraph (C) therein, shall be applied as if the surviving spouse were the Participant.

(2) After Distribution Has Begun. If the Participant dies after distribution of his Account has begun, the remaining portion of such Account will continue to be distributed at least as rapidly as the method of distribution being used prior to the Participant's death. If the Participant's Account was not being distributed in the form of an annuity at the time of his death: (i) distribution of the Participant's entire Account shall be completed by the time and in the manner specified in the Adoption Agreement; and (ii) the Beneficiary may elect to receive the Participant's remaining vested Account balance in a lump sum distribution. To the extent permitted in the Adoption Agreement, payments may be made at least as rapidly as over the following periods:

(A) A complete distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death; and/or

(B) Distributions shall continue to be distributed at least as rapidly as the method of distribution being used prior to the Participant's death.

The Beneficiary shall provide the Plan Administrator with the death notice or other sufficient documentation before any payments are made pursuant to this Subsection.

(c) Valuation Date. The distributable amount of a Participant's Account is the vested portion of his Account as of the Valuation Date coincident with or next preceding the date distribution is made to the Participant or Beneficiary as reduced by any subsequent distributions, withdrawals or loans.

(d) Ordering Rule. The Plan Administrator shall determine the ordering rule for distributions. Such ordering rule may provide that the Participant or Beneficiary may elect to have payments made first or last from his Grandfathered Roth 401(k) Contribution Account or Voluntary Contribution Account or in any combination of such Accounts and any other Account.

(e) Minimum Distribution Requirements. Distributions shall be made in a method that is in conformance with the requirements set forth in Section 7.05. Section 7.05 shall not be deemed to create a type of benefit (e.g., installment payments, lump sum within five years or immediate lump sum payment) to any class of Participants and Beneficiaries that is not otherwise permitted by the Plan.

Section 7.03 CASH-OUT OF SMALL BALANCES

(a) Vested Account Balance Does Not Exceed \$5,000. Notwithstanding the foregoing, if involuntary cash-out is selected in the Adoption Agreement and the vested amount of an Account payable to a Participant or Beneficiary does not exceed \$5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury Regulations), such vested Account shall be paid in a lump sum to the extent it is not subject to the automatic rollover provisions of Section 7.06(c) below.

(b) Vested Account Balance Exceeds \$5,000. If the value of a Participant's vested Account balance exceeds \$5,000 or such lesser amount as specified in the Adoption Agreement and the Account balance is immediately distributable, the Participant must consent to any distribution of such Account balance. Notwithstanding the foregoing and unless otherwise specified in the

Adoption Agreement, payments shall commence as of the Participant's Required Beginning Date in the form of a lump sum or installment payments. The Participant's consent shall be obtained in writing within the 180-day period ending on the first day of the first period for which an amount is paid as an annuity or any other form. The Plan Administrator shall notify the Participant of the right to defer any distribution until the date specified in the Adoption Agreement. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan, and shall be provided no less than 30 days and no more than 180-days prior to the first day of the first period for which an amount is paid as an annuity or any other form. Distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. In the event a Participant's vested Account balance becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Account balance of such Participant shall be paid in a single sum.

(c) For purposes of this Section 7.03, the Participant's vested Account balance shall not include amounts attributable to accumulated deductible Employee contributions within the meaning of Code section 72(o)(5)(B).

(d) Required Distributions and Plan Termination. Consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9) or 415. In addition, upon termination of this Plan the Participant's Account balance shall be distributed to the Participant in a lump sum distribution. However, if the Employer maintains another defined contribution plan, then the Participant's Account balance will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

(e) Treatment of Rollovers. If elected in the Adoption Agreement, Rollovers shall be disregarded in determining the value of the Account balance for involuntary distributions. For purposes of this Section 7.03, the Participant's vested Account balance shall not include that portion of the Account balance that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

Section 7.04 BENEFICIARY

(a) Beneficiary Designation Right. Beneficiaries may be designated according to the policies and procedures of the Plan Administrator or Employer and applicable law.

(b) No Designated Beneficiary. Unless otherwise provided in an Addendum to the Adoption Agreement, in the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated primary and secondary Beneficiaries, the death benefit shall be payable to the Participant's spouse or, if there is no spouse, to the Participant's children in equal shares or, if there are no children to the Participant's estate.

Section 7.05 MINIMUM DISTRIBUTION REQUIREMENTS

No distribution option may be selected by a Participant or Beneficiary under this Plan unless it satisfies a reasonable, good faith interpretation of the requirements of Code section 401(a)(9).

Section 7.06 DIRECT ROLLOVERS

(a) In General. This Section applies to distributions made after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 (or such lesser amount as determined by the Plan Administrator) paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500 (or such lesser amount as determined by the Plan Administrator), a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution. This Paragraph shall be subject to Code sections 401(a)(31) and 402(f); Treas. Reg. sections 1.401(a)(31)-1, 1.402(c)-2 and 1.401(k)-1(f); and IRS Notices 2005-5, 2008-30, 2009-69, and 2009-75.

Effective January 1, 2007, a non-spouse Beneficiary who is a designated Beneficiary within the meaning of Code section 401(a)(9)(E) may, after the death of the Participant, make a direct rollover of a distribution to an IRA established on behalf of the designated Beneficiary; provided the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse. Such direct rollovers shall be subject to the terms and conditions of IRS Notice 2007-7 and superseding guidance, including but not limited to the provision in

Q&A-17 regarding required minimum distributions. Effective January 1, 2010, the distributions described in this Paragraph shall be subject to Code sections 401(a)(31), 402(f) and 3405(c).

(b) Definitions.

(1) **Eligible Rollover Distribution.** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 (or such lesser amount as determined by the Plan Administrator) during a year. For purposes of the \$200 rule in the preceding sentence, a distribution from a Grandfathered Roth 401(k) Contribution Account and a distribution from other Accounts under the Plan are treated as made under separate plans.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), an annuity contract described in Code section 403(b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible Retirement Plan.** An eligible retirement plan is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in Code section 408(a), individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a Grandfathered Roth 401(k) Contribution Account, an eligible retirement plan shall only include another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A and only to the extent the rollover is permitted under the rules of Code section 402(c). The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Grandfathered Roth 401(k) Contribution Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 (or such lesser amount as determined by the Plan Administrator) during a year. In addition, if elected by the Plan Administrator, any distribution from a Participant's Grandfathered Roth 401(k) Contribution Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a year. The provisions of this Section that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 are applied by treating any amount distributed from the Participant's Grandfathered Roth 401(k) Contribution Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(3) **Distributee.** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order are distributees with regard to the interest of the spouse or former spouse.

(4) **Direct Rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) **Automatic Rollovers.** In the event of a mandatory distribution greater than \$1,000 (or such lesser amount as determined by the Plan Administrator) in accordance with the provisions of Section 7.03(a), if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Section 7.02, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is

greater than \$1,000, the portion of the Participant's distribution attributable to any Rollover Contribution is included. Eligible rollover distributions from a Participant's Grandfathered Roth 401(k) Contribution Account are separately taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

Section 7.07 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to such person and there is no legal guardian, the Plan Administrator may direct that payment be made to: (a) a parent, (b) a person holding a power of attorney; (c) a person authorized to act on behalf of such person under state law, or (d) the custodian for such person under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Trustee, Plan Administrator, Trust Fund, and the Employer from further liability on account thereof.

Section 7.08 MISSING PAYEE

If all or any portion of the distribution payable to a Participant or Beneficiary remains unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after making reasonable efforts to contact the Participant or Beneficiary (which may include, but not be limited to, sending a registered letter, return receipt requested, to the last known address of such Participant or Beneficiary; using the Social Security Administration letter forwarding service; and/or a commercial locating service) the Plan Administrator may use a reasonable method to remove the assets from the Plan that is consistent with the Code. Such methods may include, but not be limited to, (a) creating an individual retirement plan designated by the Plan Administrator; or (b) if, for a period of more than five years after such distribution becomes payable or six months after all attempts to locate the Participant or Beneficiary, the Plan Administrator is still unable to ascertain the whereabouts of the Participant or Beneficiary, the amount so distributable may be treated as a forfeiture under Article 6 hereof. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit pursuant to clause (b) of the preceding sentence, such benefit shall be reinstated without any credit or deduction for earnings and losses. Amounts forfeited from a Participant's Account under this Section shall be used pursuant to Section 6.03.

Section 7.09 DISTRIBUTIONS UPON TERMINATION OF PLAN

Except as provided in Section 12.03, a Participant shall receive the balance of his Account in a lump sum payment upon termination of the Plan without the establishment of an alternative defined contribution plan (as described in Treas. Reg. section 1.401(k)-1(d)(4)) other than an employee stock ownership plan (as defined in Code section 4975(e) or Code section 409), a simplified employee pension plan (as defined in Code section 408(k)), a SIMPLE IRA Plan (defined in Code section 408(p)), a plan or contract that satisfies the requirements of Code section 403(b), or a plan that is described in Code section 457(b) or (f).

Section 7.10 QUALIFIED HEALTH INSURANCE PREMIUMS FOR RETIRED PUBLIC SAFETY OFFICERS

The Plan Administrator may allow retired public safety officers to elect to have distributions used to pay for qualified health insurance premiums as provided in Code section 402(l). Such distributions shall be subject to the terms and conditions of IRS Notice 2007-7 and any superseding guidance.

Section 7.11 SERVICE CREDIT TRANSFERS

If permitted by the Plan Administrator, a Participant may elect to have any portion of the Participant's Account transferred to a defined benefit governmental plan provided the Participant is also a participant in the tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant. A transfer under this Section may be made before the Participant has Terminated. A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

Section 8.01 HARSHIP

(a) Hardship. A Participant may receive a distribution on account of hardship from the Accounts specified in the Adoption Agreement. Notwithstanding anything in the Plan to the contrary, if the Adoption Agreement permits a hardship distribution from an Account, the amount available for a hardship distribution from such Account shall include any amounts grandfathered under Treas. Reg. section 1.401(k)-1(d)(3)(ii)(B). Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a hardship distribution pursuant to this Section 8.01 from Accounts that are fully (100%) vested.

(b) Hardship - Safe Harbor. If the Adoption Agreement provides that the Plan has adopted safe harbor criteria for hardship withdrawal or if the Adoption Agreement provides that the Plan is a prototype plan, the following shall apply:

(1) Immediate and Heavy Financial Need. A hardship distribution shall only be made upon the finding by the Plan Administrator of an immediate and heavy financial need where such Participant lacks other available resources. The following are the only financial needs considered immediate and heavy:

(A) Expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) for the Employee, or the Employee's spouse, children, or dependents (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B));

(B) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);

(C) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Employee, or the Employee's spouse, children, or dependents (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

(D) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;

(E) Payments for burial or funeral expenses for the Employee's deceased parent, spouse, children or dependents (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(d)(1)(B));

(F) Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); and

(G) Other expenses as provided by the Commissioner as specified in Treas. Reg. section 1.401(k)-1(d)(3)(v).

(2) Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

(A) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(B) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer.

(C) All plans maintained by the Employer provide that the Participant's Grandfathered 401(k) Contributions (and after tax contributions) will be suspended for 6 months after the receipt of the hardship distribution; and

(c) **Hardship - Non Safe Harbor.** If the Adoption Agreement provides that the Plan has not adopted the safe harbor criteria for hardship for permitted Accounts, the following shall apply:

(1) **Immediate and Heavy Financial Need.** A hardship distribution shall only be made upon the finding by the Plan Administrator of an immediate and heavy financial need where such Participant lacks other available resources. Whether a Participant has an immediate and heavy financial need is to be determined based on all relevant facts and circumstances. The need to pay the funeral expenses of a family member would constitute an immediate and heavy financial need and a distribution made to a Participant for the purchase of a boat or television would not constitute a distribution made on account of an immediate and heavy financial need. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the Participant.

(2) **Amount Necessary to Satisfy Need.** A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant to the extent the amount of the distribution is in excess of the amount required to relieve the financial need or to the extent the need may be satisfied from other resources that are reasonably available to the Participant. This determination generally is to be made on the basis of all relevant facts and circumstances. For purposes of this Subsection, the Participant's resources are deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. A vacation home jointly owned (regardless of the nature of legal title) by the Participant and the Participant's spouse will be deemed a resource of the Participant. However, property held for the Participant's child under an irrevocable trust or under the Uniform Gifts to Minors Act is not treated as a resource of the Participant. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. A distribution generally may be treated as necessary to satisfy a financial need if the Employer relies upon the Participant's written representation, unless the Employer has actual knowledge to the contrary, that the need cannot reasonably be relieved:

- (A) Through reimbursement or compensation by insurance or otherwise;
- (B) By liquidation of the Participant's assets;
- (C) By cessation of all Participant contributions under the Plan;
- (D) By other currently available distributions (including distribution of ESOP dividends under Code section 404(k)) and nontaxable (at the time of the loan) loans, under plans maintained by the Employer or by any other employer; or
- (E) By borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

For purposes of this Subsection, a need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a Plan loan if the loan would disqualify the Employee from obtaining other necessary financing.

Section 8.02 SPECIFIED AGE; SPECIFIED AGE AND SERVICE

(a) A Participant may receive a distribution on attainment of a specified age from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a specified age distribution pursuant to this Section 8.02 from Accounts that are fully (100%) vested.

(b) A Participant may receive a distribution on attainment of a specified age and service from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a specified age and service distribution pursuant to this Section 8.02 from Accounts that are fully (100%) vested.

Section 8.03 OTHER WITHDRAWALS

(a) **After a Period Certain.** To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Matching Contribution Account and his Non-Elective Contribution Account which has accumulated for at least twenty-four (24) months; and an individual who has been a Participant for five (5) or more Plan Years shall be entitled to receive a distribution of his Matching Contribution Account and Non-Elective Contribution Account regardless of the length of time the funds have accumulated. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a distribution pursuant to this Section 8.03(a) from Accounts that are fully (100%) vested.

(b) At Any Time. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Voluntary Contribution Account and his Rollover Contribution Account at any time.

(c) Qualified Reservist Distributions. To the extent Qualified Reservist Distributions are provided for in the Adoption Agreement, as provided in Code section 72(t)(2)(G)(iii), Notice 2010-15 and any superseding guidance, the following shall apply:

(1) For purposes of Code section 401(k)(2)(B)(i) (distributions of Elective Deferrals), a Participant who is a member of the reserves who has been ordered or called to active duty for a period of more than 179 days or for an indefinite period may receive a distribution during such active duty period.

(d) Deemed Severance Distributions. To the extent Deemed Severance Distributions are provided for in the Adoption Agreement, as provided in Code section 414(u)(12)(B), Notice 2010-15 and any superseding guidance, the following shall apply:

(1) For purposes of Code section 401(k)(2)(B)(i)(I) (distributions of Elective Deferrals), a Participant performing service in the uniformed services while on active duty for a period of more than 30 days will be treated as having terminated from employment during any period the Participant is performing services described in Code section 3401(h)(2)(A).

(2) If a Participant elects to receive a distribution by reason of Subsection (d), the Participant may not make an Elective Deferral or Voluntary Contribution during the 6-month period beginning on the date of distribution.

Section 8.04 TRANSFER ACCOUNT

In addition to the foregoing a Participant may receive a distribution from his Transfer Account, to the extent applicable, as permitted under the terms of any plan from which funds in such Account were transferred to the extent that such optional forms of benefit must be preserved pursuant to Code section 411(d)(6) and to the extent permitted in the Adoption Agreement.

(d) Other. To the extent provided in the Adoption Agreement and permitted under applicable law, other in-service distributions are permitted.

Section 8.04 TRANSFER ACCOUNT

In addition to the foregoing a Participant may receive a distribution from his Transfer Account as permitted under the terms of any plan from which funds in such Account were transferred and to the extent permitted in the Adoption Agreement.

Section 8.05 RULES REGARDING IN-SERVICE DISTRIBUTIONS

(a) In General. This Section shall apply only to the extent that in-service withdrawals are otherwise permitted pursuant to this Article 8.

(b) Frequency and Amount of Withdrawals. The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals.

(c) Form of Withdrawals. Unless otherwise provided in the Adoption Agreement, all distributions of amounts withdrawn pursuant to this Article 8 shall be made in the form of a single sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Unless otherwise provided in the Adoption Agreement, such distributions may be paid in cash or in-kind.

(d) Active Employment. Unless otherwise specified, only Employees shall be eligible to receive in-service distributions pursuant to this Article 8.

(e) Ordering Rule. The Plan Administrator shall determine the ordering rule for in-service distributions. Such ordering rule may provide that the Participant may elect to have payments made first or last from his Voluntary Contribution Account or in any combination of such Accounts and any other Account, to the extent permitted by the Adoption Agreement.

(f) Transfer Account. A Participant may receive a distribution from the vested portion of his Transfer Account only to the extent such Account was not transferred from a qualified plan subject to Code section 412, to the extent Section 8.02 applies.

Section 8.06 LOANS

(a) **Eligible Participants.** If allowed in the Adoption Agreement, a Participant may apply for a loan from the Plan and the provisions of Code section 72(p) and Treas. Reg. section 1.72(p)-1 shall apply to the Plan and are hereby incorporated by reference. The Plan Administrator may provide that a loan may only be granted for the purpose of enabling the Participant to meet a financial hardship or an unusual or special situation in his financial affairs. Loans shall only be granted pursuant to the terms of this Section to persons who the Plan Administrator determines have the ability to repay the loan.

(b) **Maximum Loan Amount.** No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of:

(1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made; or

(2) one-half the present value of the vested Account balance of the Participant or, if greater and so provided by the Plan Administrator, the total vested Account balance up to \$10,000; provided that additional security is given to the extent such loan exceeds 50% of the vested Account balance.

For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated.

(c) **Loan Term and Amortization.** Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If so provided by the Plan Administrator, a loan term may extend beyond five years if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.

(d) **Minimum Loan Amount - Maximum Number of Loans.** The Plan Administrator shall specify a minimum loan amount and the maximum number of loans outstanding at any one time.

(e) **Security.** All loans shall be secured by no more than one-half of the vested portion of the Participant's Accounts (determined immediately after the origination of the loan) and such additional security as the Plan Administrator may deem necessary. All loans made to Participants under this Section are to be considered Trust Fund investments and shall be segregated as provided in Article 9 hereof unless the Plan Administrator provides otherwise.

(f) **Repayment.** Loans shall be repaid in accordance with the foregoing and the Plan Administrator may require as a condition to granting such loan that it be repaid through payroll deductions. Unless the loan note provides otherwise, the principal amount of the loan and accrued interest shall become immediately due and payable upon a Termination of Employment. Repayment may be suspended pursuant to Code section 414(u).

(g) **Loan Fees.** Fees properly chargeable in connection with a loan may be charged, in accordance with a policy established by the Plan Administrator, against the Account of the Participant to whom the loan is granted.

(h) **Default.** In the event of default, foreclosure on the note and attachment of security shall not occur until a distributable event occurs in the Plan.

(i) **Loan Procedures.** The Plan Administrator is authorized to adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans under this Article 8.

(j) **Ordering Rule.** The Plan Administrator shall determine from which Accounts a Participant may receive a loan and the ordering rule for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Voluntary Contribution Account or Grandfathered Roth 401(k) Contribution Account or in any combination of such Accounts and any other Account to the extent permitted in the Adoption Agreement.

Section 8.07 IN-PLAN ROTH ROLLOVERS

In-Plan Roth Rollovers. To the extent provided in the Adoption Agreement and to the extent permitted by Code section 402A(c) and Notice 2010-84, a distribution from the Plan other than from a Grandfathered Roth 401(k) Account that is an eligible rollover

distribution (as defined in Code section 408A(e)) may be rolled over to a designated Roth Account maintained under this Plan for the benefit of the individual to whom the distribution is made. The Plan will maintain such records as are necessary for the proper reporting of In-Plan Roth Rollovers. If In-Plan Roth Rollovers are permitted for all distributions permitted under the Code and to the extent provided in the Adoption Agreement, In-Plan Roth Rollovers are permitted at the following times:

- (a) Upon the attainment of the age specified in the Adoption Agreement except pre-tax Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.
- (b) After-tax, Rollover and Voluntary Accounts can be converted to an In-Plan Roth Rollover Account at any time.
- (c) From a Participant's Matching Contribution Account and/or Non-Elective Contribution Account after 5 years of Participation. In-service withdrawals are allowed from a Participant's Matching Contribution Account and/or Non-Elective Contribution Account on funds held for at least 2 years. Withdrawals after 5 years of Participation and/or 2 years of accumulation are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such contributions has not been treated as Qualified Matching Contributions.
- (d) Immediately after Termination of Employment.

ARTICLE 9 INVESTMENT AND VALUATION OF TRUST FUND

Section 9.01 INVESTMENT OF ASSETS

All existing assets of the Trust Fund and all future contributions shall be invested in accordance with the terms of this Article 9. All assets of the Trust Fund may be commingled for investment purposes with the assets of any retirement plan which is maintained by the Employer and which qualifies under Code section 401(a) and may be held as a single fund under one or more trust instruments; provided that the value of each plan's assets can be determined at any time. The assets allocable to each such plan shall in no event be used for the benefit of Participants in the other plans.

Section 9.02 PARTICIPANT SELF-DIRECTION

(a) In General. To the extent provided for in the Adoption Agreement, the Plan Administrator may permit Participants to direct the investment of their Accounts pursuant to this Section 9.02. Any Participant self-direction shall be made pursuant to such uniform guidelines and procedures as the Plan Administrator may establish from time to time.

(b) Investment Elections. To the extent provided in Subsection (a), each Participant shall direct in the form and manner and at the time or times prescribed by the Plan Administrator the percentage of the applicable Accounts to be invested in one or more of the available Investment Funds, subject to such rules and limitations as the Plan Administrator may prescribe. After the death of the Participant, a Beneficiary shall be entitled to make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

(c) Loans. If the Adoption Agreement does not permit Participant self-direction, any assets that are held in the form of a Participant loan made pursuant to Article 8 shall be treated as a segregated investment unless otherwise provided by the Plan Administrator.

Section 9.03 INDIVIDUAL ACCOUNTS

To the extent provided in the Adoption Agreement, there shall be maintained on the books of the Plan with respect to each Participant, as applicable, a Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Matching Contribution Account, Employer Contribution Account, Pension Contribution Account, Voluntary Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account, Rollover Contribution Account, Transfer Account and any other Account established by the Plan Administrator. Each such Account shall separately reflect the Participant's interest in the Trust Fund relating to such Account. A Participant's interest in the Trust Fund shall be determined and accounted for based on his beneficial interest in such fund.

Section 9.04 ALLOCATION OF EARNINGS AND LOSSES

(a) Reinvestment. The dividends, capital gains distributions, and other earnings received on the Trust Fund shall be allocated to such fund and reinvested.

(b) Valuation. The assets of each Investment Fund shall be valued at their current fair market value as of each Valuation Date, and Accounts of each Participant with interests in that Investment Fund shall be credited with such Participant's allocable share of the earnings and losses of each Investment Fund since the immediately preceding Valuation Date. Such allocation shall be done on the basis of such Participant's interest in the applicable Investment Fund. For purposes of the allocation of investment earnings and losses, the Plan Administrator may adjust the value of interests of Investment Funds in Accounts as of the preceding Valuation Date to account for any contributions, distributions or withdrawals that occur after such preceding Valuation Date.

(c) Allocation to Individual Accounts. The Accounts of each Participant shall be adjusted as of each Valuation Date by: (1) reducing such Accounts by any distributions and withdrawals made therefrom since the preceding Valuation Date; (2) increasing or reducing such Accounts by the Participant's share of earnings and losses and reasonable fees charged against such Accounts at the direction of the Plan Administrator; and (3) crediting such Accounts with any contributions made thereto since the preceding Valuation Date.

(d) Allocation of Expenses. The Plan Administrator may allocate all, none or any portion of the Plan's expenses to Participant Accounts. Such methods may include, but not be limited to: (1) allocating expenses only to current or former Employees (or among any other classification(s) of Employees); (2) allocating expenses directly to individual Employees; (3) allocating expenses using the per capita or pro rata method; and (4) any combination of the foregoing.

(e) Valuation for Distribution. For the purposes of paying the amounts to be distributed to a Participant or Beneficiary pursuant to Articles 7 and 8, the value of the Participant's interest shall be determined in accordance with the provisions of this Article as of the Valuation Date related to the date benefits are paid.

(f) No Rights Created by Allocation. An allocation of contributions or earnings to the separate Account of a Participant under this Article 9 shall not cause the Participant to have any right, title or interest in any assets of the Plan except at the time and under the terms and conditions expressly provided for in the Plan.

(g) Dividends and Credits. Any dividends or credits earned on insurance contracts will be allocated to the Participant's Account for whose benefit the contract is held. No contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the insurer provides that no value under contracts providing benefits under the Plan or credits determined by the insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer may be returned to the Employer pursuant to Article 10.

Section 9.05 VOTING RIGHTS

To the extent provided in the Adoption Agreement, a Participant and a Beneficiary of a deceased Participant shall have the right to direct the person designated by the Employer (for purposes of this Section the "Designee") as to the exercise of voting rights with respect to his allocable share of any investment in the Trust Fund that provides for such voting. An individual's allocable share shall be determined in the discretion of the Plan Administrator. As soon as practicable prior to the occasion for the exercise of such voting rights, the Designee shall deliver or cause to be delivered, to each Participant and Beneficiary of a deceased Participant entitled to vote all notices, prospectuses, financial statements, proxies and proxy soliciting material relating to such investment allocated to the Participant's Account. Instructions by Participants and Beneficiaries to the Designee shall be in such form and pursuant to such regulations as the Plan Administrator shall prescribe. Any such instructions shall remain in the strict confidence of the Designee. Any investments for which no instructions are received by the Designee within such time specified by notice and, unless otherwise required by applicable law, any shares which are not allocated to Participants' Accounts shall be voted in the same proportion that the shares for which instructions are received are voted. With respect to fractional shares for which instructions are received by the Designee, the Designee shall aggregate all such fractional shares for which the same instructions are received into whole shares and shall vote such whole shares as instructed. Any remaining fractional shares shall be voted in the same proportion that the shares for which instructions are received are voted.

Section 9.06 LIFE INSURANCE

(a) Purchase of Life Insurance. To the extent provided in the Adoption Agreement, a Participant may request that a portion of his Account be invested in insurance on his life, and if the Plan Administrator, in its discretion, approves such request, it shall direct the Trustee to apply for and be the owner of any insurance contract purchased under the terms of this Section. The insurance contract(s) must provide that proceeds will be payable to the Trust; however, the Plan Administrator shall direct the Trustee to pay over all proceeds of the contract(s) to the Participant's Beneficiary in accordance with the distribution provisions of this Plan. The form and type of contract purchased shall be determined by the Plan Administrator. The Plan Administrator may also establish rules that prohibit the purchase of life insurance where the annual premium is estimated to be less than a certain minimum amount.

(b) Maximum Insurance Amounts. The total premiums paid for a Participant's ordinary life insurance shall be less than 50% of the aggregate Employer contributions allocated to such Participant's Account. If term insurance or universal life insurance is purchased, the aggregate premiums shall not exceed 25% of aggregate Employer contributions allocated to the insured Participant's Account. If both ordinary life insurance and either term insurance or universal life insurance is purchased for a Participant, the aggregate premiums for such term insurance and/or universal life insurance plus one-half of the total premiums for such ordinary life insurance shall not in the aggregate exceed 25% of the aggregate Employer contributions allocated to the insured Participant's Account. However, the foregoing restrictions shall not apply to funds that may be withdrawn or distributed from the Plan in accordance with applicable law even if such withdrawals/distributions are not permitted under the terms of the Plan.

(c) **Beneficiary.** The Trust Fund shall be designated as the beneficiary to receive death benefits payable pursuant to the provisions of any life insurance policy purchased pursuant to this Section. Any death proceeds received by the Trust Fund shall be added to the deceased Participant's Account and distributed pursuant to Article 7 hereof. Under no circumstances shall the Trust Fund retain any part of the proceeds. In the event of any conflict between the terms of this Plan and the terms of any insurance contract purchased hereunder, the Plan provisions shall control.

(d) **Conversion of Policies.** If an insured Participant does not die prior to retirement, the Plan Administrator may direct the Trustee to: (1) convert the entire value of any such life insurance contract at or before retirement into cash to provide the retirement benefits set forth in Article 7 so that no portion of such value may be used to continue life insurance protection beyond retirement; or (2) distribute any such contract to the Participant. Nothing provided herein shall be construed to prohibit the purchase, sale, transfer or exchange of any individual life insurance contract which would otherwise be permitted under applicable prohibited transaction class exemptions.

(e) **Distributions.** Any distribution of an insurance policy or the proceeds of an insurance policy purchased pursuant to this Section shall be subject to the requirements of Article 7.

ARTICLE 10 TRUST FUND

Section 10.01 TRUST FUND

(a) Continuation of Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, Participants' Accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

(b) Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, nor diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

(c) Return of Contributions. Notwithstanding any other provision of the Plan: (1) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (2) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; and (3) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

(d) Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund or other Code section 401(f) arrangement. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

(e) Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (1) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (2) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (3) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (4) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

Section 10.02 DUTIES OF THE TRUSTEE

(a) In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(b) Contributions. The Trustee agrees to accept contributions that are paid to it by the Employer (as well as Rollover Contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received by the Trustee. The Employer shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

(c) Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Section 10.05. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

(d) Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

(e) Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

(f) Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

(g) Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States.

(h) Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

(i) Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons.

Section 10.03 GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Section 10.04 hereof:

(a) Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are

authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

(b) Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, so long as the Trustee's records clearly indicate that the assets held are a part of the Trust Fund;

(c) Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

(d) To sell, exchange, convey, transfer, or grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(e) Pursuant to the terms of Section 10.06, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(f) Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

(g) To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(h) To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(i) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(j) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings (arbitration shall not be permitted to the extent the claim involves a Participant);

(k) To invest in Treasury Bills and other forms of United States government obligations;

(l) To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

(m) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(n) To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

(o) To sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

(p) To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

(q) To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

(r) To purchase any authorized investment at a premium or at a discount;

(s) To purchase any annuity contract; and

(t) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

Section 10.04 OTHER INVESTMENT POWERS

(a) Requirement for Preapproval. The powers granted the Trustee under Section 10.03 shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Sections 10.05 and 10.06. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

(b) Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code.

(c) Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

(d) Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

Section 10.05 INSTRUCTIONS

(a) Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions

taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

(b) Designation of Agent.

(1) Plan Sponsor. The Plan Sponsor shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Plan Sponsor. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Plan Sponsor until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Plan Sponsor.

(2) Trustee. To the extent provided in the Adoption Agreement, if there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

(c) Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate including, but not limited to: (1) taking action with or without formal meetings; and (2) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

(d) Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

Section 10.06 INVESTMENT OF THE FUND

(a) Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the Investment Funds available for investment under the Plan. In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Subsection (b) below, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

(b) Participant Self-Direction. To the extent permitted by the Plan Administrator and the Adoption Agreement pursuant to Section 9.02, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate Accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided, however, that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participants' directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

(c) Investment Managers.

(1) Appointment of Investment Managers. The Investment Fiduciary may appoint one or more Investment Managers with respect to some or all of the assets of the Trust Fund. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager.

(d) Proxies.

(1) Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) Voting. The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or to the extent provided in the Adoption Agreement, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) Investment Manager. To the extent not delegated to Participants pursuant to Subsection (b), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

(e) Life Insurance. Any life insurance investment allowed under Article 9 shall be a permitted Investment Fund.

Section 10.07 COMPENSATION AND INDEMNIFICATION

(a) Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Plan Sponsor; provided that such compensation does not result in a prohibited transaction within the meaning of the Code. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

(b) Indemnification. Unless otherwise provided in an Addendum to the Adoption Agreement, each Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan.

Section 10.08 RESIGNATION AND REMOVAL

(a) Resignation. The Trustee may resign at any time by written notice to the Plan Sponsor which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

(b) Removal. The Trustee may be removed by the Plan Sponsor at any time.

(c) Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Plan Sponsor appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so

appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Plan Sponsor may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

(d) Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Plan Sponsor.

Section 10.09 OTHER TRUST AGREEMENT

(a) General. This Section 10.09 shall apply only to the extent provided in the Adoption Agreement. If this Section applies, the terms of a separate trust agreement shall apply and Sections 9.05, 10.01 through 10.08 and Article 11 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Other Sections of the Plan shall be construed in a manner compatible with the separate trust agreement.

(b) Trustee. The Trustee shall be the person(s) or entity listed in the separate trust agreement. The Trustee shall be obligated under the terms and conditions of the separate trust agreement as executed by the Trustee and the Plan Administrator or Sponsor.

ARTICLE 11 PLAN ADMINISTRATION

Section 11.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall have total and complete discretionary power and authority:

(1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article 11;

(3) to determine the amount and manner of any allocations and/or benefit accruals hereunder, including whether the Plan maintains an ERISA Account;

(4) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;

(5) to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under applicable law or the provisions of this Plan;

(6) to prepare and file or publish with the Secretary of the Treasury, delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(7) to approve and enforce any loan hereunder including the repayment thereof;

(8) to provide directions to the Trustee with respect to the purchase of life insurance (to the extent permitted in the Adoption Agreement), methods of benefit payment, valuations at dates other than regular Valuation Dates and on all other matters where called for in the Plan or requested by the Trustee;

(9) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;

(10) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;

(11) to arrange for bonding, if required by law;

(12) to adjust Accounts in order to correct errors or omissions;

(13) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(14) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;

(15) to supply such information to any person as may be required;

(16) to establish, revise from time to time, and communicate to the Trustee and/or the Investment Fiduciary and Investment Manager(s), a funding policy and method for the Plan; and

(17) to perform such other functions and duties as are set forth in the Plan that are not specifically given to the Investment Fiduciary or Trustee.

(c) Procedures. Unless otherwise provided in the Adoption Agreement and to the extent that the Adoption Agreement provides that the governing body of the Plan Sponsor adopts procedures for the Plan Administrator and the governing body of the Plan Sponsor fails to adopt such procedures, the Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator and/or the Adoption Agreement may designate other persons to carry out any of the duties and responsibilities of the Plan Administrator.

Section 11.02 INVESTMENT FIDUCIARY

(a) Designation. In the absence of a designation, the Plan Sponsor shall be the Investment Fiduciary. The Investment Fiduciary may consist of a committee consisting of one or more individuals who may be Employees appointed by the Plan Sponsor. If a committee is appointed, the committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The committee may take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Investment Fiduciary. The Investment Fiduciary shall have the following discretionary authority and responsibility:

- (1) to manage the investment of the Trust Fund;
- (2) to appoint one or more Investment Managers;
- (3) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;
- (4) to establish, revise from time to time, and communicate to the Trustee and/or Investment Manager(s), an investment policy for the Plan; and
- (5) to supply such information to any person as may be required.

(c) Procedures. Unless otherwise provided in the Adoption Agreement and to the extent that the Adoption Agreement provides that the governing body of the Plan Sponsor adopts procedures for the Investment Fiduciary and the governing body of the Plan Sponsor fails to adopt such procedures, the Investment Fiduciary may adopt such rules and procedures as it deems necessary, desirable, or appropriate in furtherance of its duties hereunder. When making a determination or calculation, the Investment Fiduciary shall be entitled to rely upon information furnished to it. Except as otherwise provided in a separate trust agreement, the Investment Fiduciary's decisions shall be binding and conclusive as to all parties.

Section 11.03 COMPENSATION OF PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY

The Plan Administrator and Investment Fiduciary shall be entitled to reasonable compensation for their services as is mutually agreed upon to the extent that such compensation would not constitute a prohibited transaction within the meaning of the Code.

Section 11.04 PLAN EXPENSES

All direct expenses of the Plan, Trustee, Plan Administrator and Investment Fiduciary or any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Employer, and if not so paid or reimbursed, shall be proper charges to the Trust Fund and shall be paid therefrom.

Section 11.05 ALLOCATION OF FIDUCIARY RESPONSIBILITY

A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan and Trust Agreement. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 11.06 INDEMNIFICATION

Unless otherwise provided in an Addendum to the Adoption Agreement, the Employer shall indemnify and hold harmless any person serving as the Investment Fiduciary and/or Plan Administrator (and their delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan.

Section 11.07 CLAIMS PROCEDURES

Claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Employer and applicable law.

Section 11.08 WRITTEN COMMUNICATION

To the extent permitted by applicable Treasury Regulations and accepted by the Plan Administrator and, as applicable, the Trustee, all provisions of the Plan and Trust that require written notices and elections shall be interpreted to mean authorized electronic and telephonic notices and elections. Any notice made under the terms of the Plan may be made in any electronic or telephonic method.

ARTICLE 12 AMENDMENT, MERGER AND TERMINATION

Section 12.01 AMENDMENT

The provisions of the Plan may be amended at any time and from time to time by the Plan Sponsor, provided, however, that:

(a) Amendment by Volume Submitter Practitioner. The volume submitter practitioner may amend any part of the Plan on behalf of the adopting Employer for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior plans.

The volume submitter practitioner will no longer have the authority to amend the Plan on behalf of any adopting Employer as of either: (1) the date the Internal Revenue Service requires the Employer to file Form 5300 as an individually designed plan as a result of an Employer amendment to the plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2007-44 and Rev. Proc. 2011-49 and superseding guidance, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

The volume submitter practitioner will maintain a record of the Employers that have adopted the Plan, and such sponsor/practitioner will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. In the event that the volume submitter practitioner licenses this document to a middleman who has not filed for a letter in their own name as an identical adopter, such middleman will be responsible for duties described in the preceding sentence.

(b) The Plan Sponsor may: (1) change the choice of options in the Adoption Agreement; (2) add overriding language in the Adoption Agreement when such language is necessary to satisfy Code sections 415 or 416 because of the required aggregation of multiple plans; (3) amend administrative provisions of the Trust or custodial document, and the name of any pooled trust in which the Plan's Trust will participate; (4) add certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause the Plan to be treated as individually designed; (5) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan and (6) adopt other amendments permitted under Revenue Procedure 2011-49 and any superseding guidance that do not cause the Plan to become individually designed (this would include, but not be limited to, situations where a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program has been issued with respect to the Employer's plan with regard to the amendment).

(c) An amendment or restatement of the Plan may be made by any method including a formal record of action by the governing body of the Plan Sponsor or other written document and execution of such amendment or restatement may be made by written or electronic means.

Section 12.02 MERGER AND TRANSFER

(a) Merger. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall have a benefit in the surviving or transferee plan (as if such plan were then terminated immediately after such merger, consolidation or transfer) that is equal to or greater than the benefit he would have had immediately before such merger, consolidation or transfer in the plan in which he was then a Participant had such plan been terminated at that time.

(b) Transfer. The Plan Administrator may direct the Trustee to accept assets and related liabilities from another qualified plan in a form acceptable to the Trustee; provided that the Trustee receives sufficient evidence that the transferor plan is a tax-qualified plan and further provided that the Trustee shall not be liable for any breach of duty or error in respect of the other qualified plan. The Plan Administrator may direct the Trustee to transfer assets and related liabilities to another qualified plan provided that it receives sufficient evidence that the transferee plan is a tax-qualified plan.

Section 12.03 TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Employer reserves the right to terminate its participation in this Plan. Each such entity constituting the Employer shall be deemed to terminate its participation in the Plan if: (1) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Employer; or (2) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Employer.

(c) Any termination of the Plan shall become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination shall cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan. In the event of the termination of the Plan the Account balance of each affected Participant will be nonforfeitable. In the event of a partial termination of the Plan the Account balance of each affected Participant will be nonforfeitable. In the event of a complete discontinuance of contributions under the Plan, the Account balance of each affected Participant will be nonforfeitable. Upon termination of the Plan, Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.

ARTICLE 13 MISCELLANEOUS

Section 13.01 NONALIENATION OF BENEFITS

(a) Except as provided in Section 13.01(b), the Trust Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, Participants or Beneficiaries under the Plan and all payments, benefits and rights shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Employer, Participant or Beneficiary. Except as provided in Section 14.01(b), no Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary. Any reference to a Participant or Beneficiary shall include an Alternate Payee or the Beneficiary of an Alternate Payee. Notwithstanding anything to the contrary, the Fund may be subject to attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer as permitted by applicable law.

(b) Notwithstanding the foregoing, the Trustee (to the extent permitted in a separate trust agreement) and/or Plan Administrator may:

- (1) Subject to Section 13.02 below, comply with the provisions and conditions of any Qualified Domestic Relations Order.
- (2) Comply with any federal tax levy made pursuant to Code section 6331.
- (3) Bring action to recover benefit overpayments.

Section 13.02 RIGHTS OF ALTERNATE PAYEES

(a) General. An Alternate Payee shall have no rights to a Participant's benefit and shall have no rights under this Plan other than those rights specifically granted to the Alternate Payee pursuant to a Qualified Domestic Relations Order that are consistent with this Section 13.02 provided the Adoption Agreement provides this Section applies to the Plan.

(b) Distribution. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator may direct the Trustee to distribute all or a portion of a Participant's benefits under the Plan to an Alternate Payee in accordance with the terms and conditions of a Qualified Domestic Relations Order. The Plan hereby specifically permits and authorizes distribution of a Participant's benefits under the Plan to an Alternate Payee in accordance with a Qualified Domestic Relations Order prior to the date the Participant has a Termination of Employment, or prior to the date the Participant attains his earliest retirement age.

(c) Investment Funds. If the Qualified Domestic Relations Order does not specify the Participant's Accounts, or Investment Funds in which such Accounts are invested, from which amounts that are separately accounted for shall be paid to an Alternate Payee, such amounts shall be distributed, or segregated, from the Participant's Accounts, and the Investment Funds in which such Accounts are invested (excluding any amounts invested as a Participant loan), on a pro rata basis. A Qualified Domestic Relations Order may not provide for the assignment to an Alternate Payee of an amount that exceeds the balance of the Participant's vested Accounts after deduction of any outstanding loan.

(d) Default Rules. Unless a Qualified Domestic Relations Order provides to the contrary:

(1) Death Benefits. An Alternate Payee shall have the right to designate a Beneficiary who shall receive benefits payable to an Alternate Payee which have not been distributed at the time of the Alternate Payee's death. If the Alternate Payee does not designate a Beneficiary, or if the Beneficiary predeceases the Alternate Payee, benefits payable to the Alternate Payee which have not been distributed shall be paid to the Alternate Payee's estate. Any death benefit payable to the Beneficiary of an Alternate Payee shall be paid in a single sum as soon as administratively practicable after the Alternate Payee's death.

(2) Investment Direction. An Alternate Payee shall have the right to direct the investment of any portion of a Participant's Accounts payable to the Alternate Payee under such order in the same manner with respect to a Participant, which amounts shall be separately accounted for by the Trustee in the Alternate Payee's name.

(3) Voting Rights. An Alternate Payee shall have the right to direct the Trustee as to the exercise of voting rights in the same manner as provided with respect to a Participant.

(e) Withdrawals/Loans. An Alternate Payee shall not be permitted to make any withdrawals under Article 8 and shall not be permitted to make a loan from the separate Account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.

(f) Treatment as Spouse. A former spouse may be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order.

(g) Plan Procedures. The Plan Administrator shall be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 13.03 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 13.04 NO RIGHT TO TRUST ASSETS

No Employee, Participant, former Participant, Beneficiary or Alternate Payee shall have any rights to, or interest in, any assets of the Trust upon Termination of Employment or otherwise, except as specifically provided under the Plan. All payments of benefits under the Plan shall be made solely out of the assets of the Trust.

Section 13.05 GOVERNING LAW

This Plan shall be construed in accordance with and governed by the laws of the state or commonwealth specified in the Adoption Agreement to the extent not preempted by applicable federal law.

Section 13.06 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 13.07 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 13.08 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 13.09 DISASTER RELIEF

The Plan may grant temporary disaster relief in compliance with Code sections 1400M and 1400Q, and subsequent guidance and/or law, to the extent provided in a resolution by the Plan Sponsor. Such resolution by the Plan Sponsor may include, but is not limited to: (a) increasing the statutory limits on, delaying the repayment of, and/or waiving the adequate security requirement for Participants loans; (b) permitting qualified disaster distributions; and/or (c) permitting the re-contribution of prior disaster distributions by Participants.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension Plan
FFN: 315C0830003-004 Case: 201200255 EIN: 13-3504158
Letter Serial No: J599430a
Date of Submission: 03/30/2012

CCH INCORPORATED DBA FTWILLIAM COM
700 W. VIRGINIA STREET, SUITE 305
MILWAUKEE, WI 53204

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

NORTHFIELD TOWNSHIP BOARD

Meeting Dates for 2016

January	12 27 – Workshop	July	12 26 – Workshop
February	9 23 – Workshop	August	9 23 – Workshop
March*	15 29 – Workshop	September	13 27 – Workshop
April	12 26 – Workshop	October	11 25 – Workshop
May	10 24 – Workshop	November	13 22 – Workshop
June	14 28 – Workshop	December	13 No Dec. Workshop due to Holidays

*March: Meetings are scheduled for the 3rd and 5th Tuesday of the month due to Elections on March 8 – the second Tuesday in March.

NORTHFIELD TOWNSHIP 2016 HOLIDAYS

NEW YEAR'S DAY	FRIDAY, JANUARY 1
MARTIN LUTHER KING DAY	MONDAY, JANUARY 18
PRESIDENT'S DAY	MONDAY, FEBRUARY 15
GOOD FRIDAY (1/2 DAY)	FRIDAY, MARCH 25
MEMORIAL DAY	MONDAY, MAY 30
4 TH OF JULY	MONDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 5
VETERAN'S DAY	FRIDAY, NOVEMBER 11
THANKSGIVING	THURSDAY, NOVEMBER 24
DAY AFTER THANKSGIVING	FRIDAY, NOVEMBER 25
CHRISTMAS EVE (observed)	FRIDAY, DECEMBER 23*
CHRISTMAS DAY (observed)	MONDAY, DECEMBER 26
NEW YEAR'S EVE (observed)	FRIDAY DECEMBER 30*

** Floating Holiday was split between Christmas Eve and New Year's Eve, giving each a whole day.

Approved 12/____/2015