AGENDA

CHARTER TOWNSHIP OF BRIGHTON **APRIL 18, 2016**
BOARD OF TRUSTEES **REGULAR MEETING**
4363 BUNO ROAD **7:00 P.M.**
BRIGHTON, MI 48114 **(810) 229.0560**

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. ROLL CALL
D. CALL TO THE PUBLIC
E. CONSENT AGENDA
   1. Approval of Agenda
   2. Approval of Minutes
      a. March 21, 2016 Regular Meeting Minutes
      a. March 31, 2016 Special Meeting Minutes
   3. Bills
      a. March 31, 2016
      b. April 18, 2016

F. BUSINESS
   1. SEWER SYSTEM SPECIAL MEETING FOLLOW-UP – Discussion
   2. ADOPTION OF RESOLUTION FOR RESTATEMENT OF DEFINED CONTRIBUTION PLAN DOCUMENT - Burnham and Flowers
   3. ACCEPTANCE OF PROPOSAL – Landscape Design and Construction Management Services, PEA
   4. ADOPTION OF PROPOSED AMENDMENT – Administrative Policy # 503, Building Use Policy and Application Form
   5. ACCEPTANCE OF PROPOSAL – Removal of Bio-Solids for Land Application, BioTech Agronomics, Inc.
   6. APPROVAL OF AGREEMENT – MI State Police, Enhanced Alcohol Enforcement
   7. WATER MAIN AND BOOSTER STATION CLOSE-OUT – Escrow Deposit, Adoption of Quit Claim Deed, Transfer of Infrastructure, and Financial Settlement of Master Operation Agreement Obligations

G. REPORTS AND CORRESPONDENCE
   REPORTS
   1. COMMITTEE LIAISONS AND BOARD MEMBERS
      a. Planning Commission/ZBA Special Meeting Minutes – January 14, 2016
      b. Zoning Board of Appeals Special Meeting Minutes – November 18, 2015
      c. Livingston Community Water Authority Regular Meeting Minutes – January 20, 2016
   2. DEPARTMENTS
      a. Treasurer's Report – January, February, March 2016
      b. Brighton Area Fire Authority Annual Report - 2015
   3. MANAGER

   CORRESPONDENCE
   None

H. CALL TO THE PUBLIC
I. ADJOURNMENT

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

PROPOSED AGENDA

CHARTER TOWNSHIP OF BRIGHTON **APRIL 18, 2016**
BOARD OF TRUSTEES **REGULAR MEETING**
4363 BUNO ROAD **7:00 P.M.**
BRIGHTON, MI 48114 **(810) 229.0560**

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. ROLL CALL
D. CALL TO THE PUBLIC
E. CONSENT AGENDA
   1. Approval of Agenda
   2. Approval of Minutes
      a. March 21, 2016 Regular Meeting Minutes
      a. March 31, 2016 Special Meeting Minutes
   3. Bills
      a. March 31, 2016
      b. April 18, 2016

F. BUSINESS
   1. SEWER SYSTEM SPECIAL MEETING FOLLOW-UP – Discussion
   2. ADOPTION OF RESOLUTION FOR RESTATEMENT OF DEFINED CONTRIBUTION PLAN DOCUMENT - Burnham and Flowers
   3. ACCEPTANCE OF PROPOSAL – Landscape Design and Construction Management Services, PEA
   4. ADOPTION OF PROPOSED AMENDMENT – Administrative Policy # 503, Building Use Policy and Application Form
   5. ACCEPTANCE OF PROPOSAL – Removal of Bio-Solids for Land Application, BioTech Agronomics, Inc.
   6. APPROVAL OF AGREEMENT – MI State Police, Enhanced Alcohol Enforcement
   7. WATER MAIN AND BOOSTER STATION CLOSE-OUT – Escrow Deposit, Adoption of Quit Claim Deed, Transfer of Infrastructure, and Financial Settlement of Master Operation Agreement Obligations

G. REPORTS AND CORRESPONDENCE
   REPORTS
   1. COMMITTEE LIAISONS AND BOARD MEMBERS
      a. Planning Commission/ZBA Special Meeting Minutes – January 14, 2016
      b. Zoning Board of Appeals Special Meeting Minutes – November 18, 2015
      c. Livingston Community Water Authority Regular Meeting Minutes – January 20, 2016
   2. DEPARTMENTS
      a. Treasurer's Report – January, February, March 2016
      b. Brighton Area Fire Authority Annual Report - 2015
   3. MANAGER

   CORRESPONDENCE
   None

H. CALL TO THE PUBLIC
I. ADJOURNMENT

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

MEMORANDUM

TO: BRIGHTON TOWNSHIP RESIDENTS
FROM: ANN M. BOLLIN, CLERK
SUBJECT: BOARD OF TRUSTEES ELECTRONIC BOARD PACKETS
DATE: JANUARY 26, 2015

Board packets for the Brighton Township Board of Trustees meetings posted to the website contain scanned original documents. These electronic packets are subject to change based on meeting material presented to the Board throughout the course of the meeting. For a complete original packet following the Board meeting contact the Clerk's Office at 810-229-0560 or via email: clerk@brightontwp.com

PROPOSED MINUTES

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

MARCH 21, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0560

Supervisor T. Murphy called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
Present. T. Murphy, Supervisor; A. Bollin, Clerk; D. Hawk, Treasurer; P. Michel, Trustee; M. Slaton, Trustee; L. Weaire, Trustee
Absent: C. Doughty, Trustee

CALL TO THE PUBLIC
Barbara Potocki, 8420 Woodland Shore Drive – Has any action been taken since the March 3, 2016 meeting? Since the township advanced sewer capital billings through the debt service charge, we have now met the assessment. Are you still going to send us a bill (debt service charge) which will lead to an overpayment?

Joellen Pisarczyk, 12477 Scenic View Ct. – Resident for 18 years; supports the Livingston Classical Academy (LCA) and its showcase education program; great team leading the effort.

Paul Sullivan, 1321 Kendra Lane – LCA board member; LCA will help property values. LCA is committed to meeting traffic issues.

Cory Merante, 11183 Rolston Rd., Byron – LCA board member and is writing his doctoral dissertation on merits of classical education.

Mike Teaney, 2960 Arborview Dr., Traverse City – Selected as Business Manager of LCA; excellent board and top notch program; relocating.

Mike Palmer, 10382 East Grand River Ave. – What is the status of code enforcement on Main Event sign; two properties not on sewer district need to be added to sewer. Action plan was discussed at September 16, 2003 meeting; the minutes reflect what's going on now; Clerk voted no; stop illegal capital charge.

Sherry Sweeney, 6352 Baker Drive, Howell – LCA Board Member; teacher in public and private schools; pro-LCA at Deerfield Development.

Jim Sarna, 8266 Woodland Shore Drive – Who owns Woodland Shore Drive property? What can be done about it?

Sherry Osterman, 3119 School Lake Drive – Opposes charter school; found negative and biased background information; urged Board to do more research.

John Gibbs, 12322 Will Mill Dr. – Supports LCA; echoes positive comments; school would be a tremendous opportunity and asset to the community.

Stephanie Frederick, 10258 Rushton, South Lyon – Educator for many years; supports LCA based on classical education model.

Jeanette Gee, 5370 Ivy Ct., Howell – In favor of school; wants her grandchildren to attend the school. Methods of education are great/challenging; presents a conservative, positive choice; hopes the Board supports it.

Dick Streetman, 7747 Athlone Dr. – President of LCA Board; has seen best and worst in his career; LCA is an excellent option; exceeds state guidelines; excited to bring school to Michigan and Brighton Township.

Gianina Cazan, 1700 Deanna, Howell – Has four children and currently home schools; has been searching for a charter school; favors this type of education; also joined school board; supports the school.

Luigi and Adriana Milani, 2686 Pine Bluff, Highland Township – Very excited about school; want to enroll their children. Home schooled for seven years and taught at Wayne State University.

AGENDA
A. Bollin moved and P. Michel seconded **to approve the consent agenda upon receipt of clarification of payment to Infrastructure Alternatives Incorporation.**
Ayes: D. Hawk, A. Bollin, P. Michel, T. Murphy, L. Weaire
Nays: M. Slaton
Motion carried.

SECOND READING / PUBLIC HEARING – Proposed Revision/Amendment to General Code of Ordinances, Chapter 15, Extraction, Excavation, Removal and Fill
K. Mathews, Planner, provided overview of changes including revised surety bond language.

Public Hearing opened at 7:27 P.M.

Joellen Pisarczyk, 12477 Scenic View Ct. – Why modifying and why now? Is there a need for it?

Mike Palmer, 10382 East Grand River Ave. – What happens and who does this apply to? Will you need permits to fill gardens or yards with dirt? sand on beach? rocks? Infringing on rights of homeowners.

No written comments.

Public Hearing closed at 7:30 P.M.

T. Murphy explained ordinances are reviewed regularly and yard quantities have been in the ordinance for a long time. Changes to eliminate surety bonds will offer better assurance for the Township.

A. Bollin moved and L. Weaire seconded **to adopt Ordinance No. 267 which includes revisions to the General Code of Ordinances, Chapter 15, Extraction, Excavation, Removal and Fill.**
Ayes: L. Weaire, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: none
Motion carried.

PUBLIC HEARING – FY' 2016-17 Budget
Manager Vick presented overview of the process and key points including that the greatest variable is Planning and Zoning fees; this is a healthy budget due to decisions made five years ago to reduce legacy costs and health insurance costs; it includes monies for SELCRA and Economic Development and SPARK but the actual amounts are yet to be determined and will be presented for approval by the Board. Also includes the two identified joint road projects with the Livingston County Road Commission; transfers as outlined in the budget notes; and sewer fund reserves based on the Asset Management Plan.
Public Hearing opened at 7:37 P.M.

Mike Palmer, 10382 East Grand River Ave. – Continues to hear the same talk; biggest priority should be to fix deficit in sewer and refund the monies for illegal capital ($9.6M); Contingent Liability - $0; $70,000 was supposed to be budgeted yet no monies budgeted; payoff the debt from the General Fund; look at major issues in the Township.

Public Hearing closed at 7:42 P.M.

Manager Vick presented background information on the equipment reserve fund and summarized how monies will be transferred for Sewer equipment replacement and reserve funds upon the completion of the audit; this is also referenced in the budget notes.

QUARTERLY SANITARY SEWER FINANCIAL REPORT – Third Quarter, FY' 2015-2016
Ken Palka, Pfeffer, Hanniford, & Palka presented the Quarterly Report. The report was received and filed.

APPROVAL OF CONCEPTUAL PLANNED UNIT DEVELOPMENT PLAN – Deerfield Preserve
Kelly Mathews, Planner, provided an overview of the project including site layout, number of lots and conceptual plan for both the residential and commercial sites explaining that the Livingston Classical Academy will be cited on the commercial side.

Marshall Blau and Dave Whittaker, Applicants, provided an overview of the project including there will be 72 homes instead of 78 and a school and daycare instead of a shopping center. The project will be 2-phased; the school will go in immediately and the residential will be later. There will be picnic tables and benches in the open spaces. The charter school will stagger pick-up and drop-off times in order to address traffic circulation concerns.

Jacob Rushlow, OHM Engineer, provided an overview of the project including cul-de-sacs, storm water drainage, and traffic study concerns.

Discussion included need for compliant and accurate traffic study, internal circulation, sidewalks within the development, proposed perimeter pathway not included in the adopted Pathway Plan, benches and woodchip path, current sanitary sewer ordinance requirements, pick up and drop off times; the proposed Planned Development Agreement, length of charter school approval, single ownership/entity throughout the duration of the entire project; preliminary and final site plan approval process; concerns for safety and traffic; and expanding the width of Road Right-of-Way (60 ft. to 66 ft.) which is consistent with the ordinance. Also confirmed with the Attorney and Applicant that there was a joint trash collection provision in the master deed and a provision to hook up to water should it become available.

P. Michel moved and A. Bollin seconded **to accept the Planning Commission's recommendation to approve the conceptual Planned Unit Development Plan upon meeting the following conditions: 1) Plan requires full unconditional approval of Brighton Area Fire Authority regarding internal circulation plan completed within the Conceptual Plan Phase; 2a) Complete compliant Traffic Impact Study based on Township Ordinances and Livingston County Road Commission (LCRC) and with the Engineer's approval; 2b) Internal circulation plan of the school and daycare completed to the satisfaction of OHM which avoids back-up to public roads; 3) Planned Development Agreement regarding sewer must fully conform to Township ordinances and policies; 4) Ownership/control to conform to Township ordinances; and 5) Right-of-way width will be 66 ft. to accommodate utilities.**
Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, L. Weaire, T. Murphy
Nays: None
Motion carried.

Recessed at 9:15 P.M.
Returned at 9:25 P.M.

SEWER SYSTEM SPECIAL MEETING FOLLOW-UP – Discussion
Manager Vick provided an overview of the special meeting. Discussion included the previous action plan; oversizing of the system to accommodate future growth and how much did that cost; it has already been calculated at 500 REU's; oversizing was a policy decision – should it be considered an advance from the Township General Fund; the growth was not experienced; 2,500 REU's = 240 vs. 260 gallons/REU; MDEQ Permit is based on the Design Basis Report; oversizing did attribute to some economies of scale; can a portion of the plant be shut down to gain a greater efficiency (it was explained that this was not an option because of need to have a back-up for emergencies); public meeting; two tier rates; can the township purchase remaining REU's; January 11, 2016 Utilities Committee Minutes; items in the UC minutes had not been formally presented to the Board because of the public meeting; can the Township invest in infrastructure (i.e. E. Grand River); BTBT joint meeting with Utilities Committee in the future to review administrative policy and role of Utilities Committee; explanation of annual assessment rolls which contain the outstanding assessments only; findings relative to the eight properties on Pine Ranch not hooked-up to system – it was confirmed by

Infrastructure Alternatives that they are not being billed through Utility Billing (there are no grinders, no sewer, and no illegal taps per the Manager but during the inspection on these properties it was discovered that there are two manholes in front of one property – township needs to gain access to private property to further review situation); plan to get more users; revisiting the maps as stated at the March 3rd meeting; posting questions from meeting on the website.

ADOPTION OF RESOLUTION – FY' 2016-17 General Appropriations
A. Bollin moved and D. Hawk seconded **to adopt Resolution No. 16-003, FY' 2016-17 General Appropriations, with noted clerical revisions and noting that the various appendices tables will be added to the adopted budget.**
Ayes: L. Weaire, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: M. Slaton
Motion carried.

ADOPTION OF RESOLUTIONS FOR WAGES/SALARIES – FY' 2016-17
Manager Vick summarized the resolutions and noted that there are no wage increases for elected officials.

SUPERVISOR
D. Hawk moved and A. Bollin seconded **to adopt Resolution No. 16-004 setting the wages and benefits for the Township Supervisor for FY' 2016-17.**
Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, L. Weaire
Nays: T. Murphy
Motion carried.

CLERK
P. Michel moved and L. Weaire seconded **to adopt Resolution No. 16-005 setting the wages and benefits for the Township Clerk for FY' 2016-17.**
Ayes: L. Weaire, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: None
Motion carried.

TREASURER
L. Weaire moved and P. Michel seconded **to adopt Resolution No. 16-006 setting the wages and benefits for the Township Treasurer for FY' 2016-17.**
Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, L. Weaire, T. Murphy
Nays: None
Motion carried.

TRUSTEES
T. Murphy moved and D. Hawk seconded **to adopt Resolution No. 16-007 setting the wages and benefits for the Township Trustees for FY' 2016-17.**
Ayes: P. Michel, L. Weaire, D. Hawk, M. Slaton, A. Bollin, T. Murphy
Nays: None
Motion carried.

MANAGER
P. Michel moved and D. Hawk seconded **and to adopt Resolution No. 16-008 setting the wages and benefits for the Township Manager for FY' 2016-17.**
Ayes: L. Weaire, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: None
Motion carried.

ADOPTION OF RESOLUTION FOR DEFINED CONTRIBUTION PLAN DOCUMENT RESTATEMENT
Manager Vick provided overview and stated there is no deviation from the previous plan. Discussion included

that the document was inconsistent with existing personnel plan participation specifically the Manager who is now included in the MERS Defined Contribution Plan requiring an employee match. No formal action taken; staff will follow-up on request for clarification and ability to make a modification to reflect current situation.

APPROVAL OF REQUEST FOR HOURLY RATE ADJUSTMENT – OHM Advisors
Rhett Gronevelt, OHM, and Manager Vick summarized the request. Discussion included: rate of inflation is 0%; 2011-2014 – OHM had no increases; 2015 – 5.8% increase; 2016 – 3% request.
P. Michel moved and T. Murphy seconded **to approve the contract addendum accepting the 2016 Hourly Rate Schedule (Schedule A – 2016 Hourly Rate Schedule, 2016 Brighton Township Rates) for OHM Advisors effective April 1, 2016.**
Ayes: L. Weaire, D. Hawk, P. Michel, T. Murphy
Nays: M. Slaton, A. Bollin
Motion carried.

ACCEPTANCE OF BID AND AWARD OF CONTRACT – Lawn and Grounds Maintenance RFP #16-01, B & N Lawn and Snow, Inc.
Z. Dyba, Assistant to the Manager, provided overview of bid results and presented the proposed contract. Discussion included whether the vacant properties recently purchased had been included (no); who will be monitoring for quality control (Z. Dyba will monitor maintenance). Attorney Harris confirmed that he had reviewed the contract.
L. Weaire moved and A. Bollin seconded **to approve the bid and award the contract to B & N Lawn and Snow, Inc. for Lawn and Grounds Maintenance based on their proposal dated February 10, 2016 for the two-year period and authorizing the Township Supervisor and Clerk to execute the contract.**
Ayes: L. Weaire, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: None.
Motion carried.

APPROVAL OF PROPOSAL – Landscape Design and Construction Management Services, PEA
K. Mathews, Planner, provided overview of the proposed contract. Contract is for design/build work in the amount of $12,500. Scope of work includes Township Hall grounds, three lift stations, around three (3) gateway signs and a new concept for ground signage. Discussion included need to complete landscaping on all sides of building; repairs needed on sidewalk and landscape wall at south entrance that are shifting; is this a lump sum fee or hourly not-to-exceed fee; courtyard, backyard and older trees need trimming and attention (the quote did not include these services); proposal excluded sign lighting at township hall but it would likely need adjustment; and staff cannot manage the project so it is proposed that PEA provide the oversight. Consensus was that additional information is needed including clarification on fees, need for specific fees for additional services. No contract awarded.

REQUEST FOR APPROVAL TO CREATE A CONTRACT – Graphic Sciences, Inc., Building Records Document Scanning Services
Z. Dyba, Assistant to the Manager, and K. Mathews, Planner, provided overview of the proposed project which includes digital scanning of the building and planning records (microfilm, microfiche and paper copies); purpose is to protect the deteriorating microfilm, allow for easier access by administration to look up records and provide an electronic back up of the files with a long term goal of enhancing public access; the pricing is an estimate based on visual review of records. Discussion included clarification on what records the project will include and the process for the chain of custody; who will identify the specific records going out of the building and verifying which records are returned; clerk emphasized need to ensure that all records are properly identified prior to release and verified upon return by signed affidavit; need to establish a long term plan and process for digitizing records as they are created; purchase of a large scale scanner capable of producing searchable documents as previously discussed; protocol moving forward to ensure that records are scanned and searchable including submission by applicants. Staff noted that this phase of the project is to get the records digitized. Consensus was that we will formalize a SOP and develop a process for making records accessible, retrievable and in the future searchable; pursue a large scale scanner/copier and work with IT Right to tie in ability to redact to protect data as required by law and including driver's license and social security numbers and to meet red flag rules.

P. Michel moved and T. Murphy seconded **to approve the contract with Graphic Sciences, Inc. for document scanning services of building department records based on the contractual rates between the State of Michigan and Graphic Sciences and authorizing the Township Supervisor and Clerk to execute the Statement of Work Agreements.**
Ayes: P. Michel, A. Bollin, D. Hawk, L. Weaire, T. Murphy
Nays: M. Slaton
Motion carried.

Discussion included confirmation that collaboration on the SOP's and exploring options for internal search and redaction through IT Right will continue.

AUTHORIZATION TO PURCHASE – IT Equipment Replacement, I.T. Right
Manager Vick provided an overview of proposed purchase due to server slow down issues. The replacement purchase includes five desk top computers and a server for the WWTP. Discussion included old computers being rotated; applications and compatibility issues.
A. Bollin moved and D. Hawk seconded **to accept the Manager's recommendation to purchase the BS & A server, WWTP server, five (5) desktop workstations and 6 SSD upgrades through IT Right for a not-to-exceed amount of $11,000 upon confirmation of compatibility.**
Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, L. Weaire, T. Murphy
Nays: None.
Motion carried.

AUTHORIZATION TO PURCHASE – Grinder Pumps and Replacement Parts, Dubois-Cooper
Manager Vick provided an overview.
A. Bollin moved and L. Weaire seconded **to accept the unit pricing submitted by Dubois-Cooper per the proposal dated March 9, 2016 for the purchase of grinder pumps and replacement parts and authorize the Manager to make said purchase in the amount not-to-exceed $65,000 for FY' 2016-17.**
Ayes: L. Weaire, M. Slaton, D. Hawk, P. Michel, A. Bollin, T. Murphy
Nays: None.
Motion carried.

REPORTS AND CORRESPONDENCE
REPORTS
Brighton Area Fire Authority Regular Meeting Minutes – January 14, 2016
Planning Commission Regular Meeting Minutes – January 11, 2016
Planning Commission/ZBA Special Meeting Minutes – January 14, 2016
Planning Commission Regular Meeting Minutes – February 8, 2016
Election Commission Special Meeting Minutes – October 6, 2015
Utilities Committee Regular Meeting Minutes – May 26, 2015
Utilities Committee Regular Meeting Minutes – January 12, 2015
L. Weaire – BAFA update including draft CIP and August Millage. SEMCOG update included meeting with representative regarding SEMCOG services including pathway grants.
M. Slaton – Planning Commission report included review of Deerfield Preserve, Troy Clogg and Towne & Country Bicycle Shoppe.
D. Hawk – Tax collection complete; settled with County. Discussion included consideration of not sending delinquent SAD's to the County; Manager and Treasurer to review notes and provide a memo outlining options and interest rates.
A. Bollin – LCWA reviewed lead testing standards and current testing schedule with the Engineer and Operator to review current schedule and standards; suggested that new recreation facilities included in site plan approval process be encouraged to allow for collaboration with other entities, specifically SELCRA, in order to leverage facilities for future recreation programming. Also inquired on the status of the Main Event sign complaint and if there were proceeds from the sale of 4230 Link Drive that had not been dispersed. Attorney Harris provided an update and will contact the courts for copy of closing documents.

P. Michel – SELCRA has two communities remaining (Brighton Township and Green Oak Township); upcoming meeting with BAS Superintendent Greg Gray on the proposed joint user agreement.
T. Murphy – Update on future recreation planning and opportunities including actively involved in looking for recreation opportunities; Brighton Area Schools currently working on proposal to two outgoing communities.

DEPARTMENTS
Revenue & Expenditure Report – Third Quarter, FY' 2015-16
Voter Turnout Report – March 2016
Infrastructure Alternatives, Inc. Monthly Operating Reports - September, October, November, December 2015 and January, 2016 (Discussion included that some of the reports did not include monthly volumes – manager will follow up. Also inquiry as to why the spike in January – manager will follow up and report back).

MANAGER
B. Vick – Clearwater special meeting has been postponed due to where we are at on reaching an agreement. John Harris, Attorney, to provide Manager with a summary and update so that a meeting date can be scheduled with the public.

CALL TO THE PUBLIC
None

ADJOURNMENT
P. Michel moved and L. Weaire seconded to adjourn. Motion carried.

The meeting adjourned at 12:12 A.M., March 22, 2016.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

PROPOSED MINUTES

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

MARCH 31, 2016
SPECIAL MEETING
10:30 AM
810.229.0560

Clerk A. Bollin called the meeting to order at 10:30 A.M. The Pledge of Allegiance was said.
Present. A. Bollin, Clerk; D. Hawk, Treasurer; M. Slaton, Trustee; P. Michel, Trustee; L. Weaire, Trustee
Absent: T. Murphy, Supervisor; C. Doughty, Trustee

P. Michel moved and D. Hawk seconded **to appoint the Clerk as chair.**
Motion carried.

CALL TO THE PUBLIC
Mike Palmer, 10382 East Grand River – Minutes do not reflect all comments at call to the public; past four (4) approved minutes are not on the website - need to post these to website. No discussion was had on removal of pension for part-time elected officials, restricted capital reserve fund, transfers into pathways fund for a pathway that goes nowhere, transfer into road improvement fund – roads are not the Township's responsibility, no discussion had on millage rollback, no discussion had on overpayment of sewer or sewer refund or capital charges during budget cycle; Township has $9.6 million debt obligation.

AGENDA
D. Hawk moved and P. Michel seconded **to adopt the agenda as presented.**
Motion carried.

REVIEW AND APPROVAL OF YEAR-END BUDGET ADJUSTMENTS AND ADOPTION OF BUDGET AMENDMENT RESOLUTIONS, FY' 2015-16
Manager Vick provided a summary of proposed amendments explaining that they included minor adjustments in personnel costs, engineering for water and sewer, sewer O&M, grinder pump maintenance, new SAD's, sewer and debt bond refinancing and confirmed that the individual cost activity centers had not gone over budget but that per the General Appropriations resolution they required amendments v. adjustments; emphasized that the Township has a balanced budget.
L. Weaire moved and P. Michel seconded **to adopt Resolution No. 16-009, Budget Amendment # 7, approving the transfer of dollars within the recommended funds as part of the year-end adjustments for Fiscal Year 2015-16.**
Ayes: P. Michel, M. Slaton, L. Weaire, D. Hawk, A. Bollin
Nays: None.
Motion carried.

Clerk Bollin explained future Regular Work Sessions will include payables noting that presenting the payables for approval only at regular meetings has affected the timing of reports, month-end reconciliations and lag time with our transparency efforts. This was discussed with Treasurer and consensus is that we believe it will help balance work efforts and ensure bills are paid in a timely fashion.

CALL TO THE PUBLIC
Barb Potocki, 8420 Woodland Shore Drive – Supervisor Murphy said to pay and stop Debt Service Charge at last BTBT meeting. Will residents receive a bill still? What action is being taken on this?

Mike Palmer, 10382 East Grand River – Referenced 2007 meeting minutes about sewer capital reserve. This was never budgeted, why aren't we budgeting this? Sewer plant is under capacity, needs to have a restricted fund.

ADJOURNMENT
L. Weaire moved and D. Hawk seconded to adjourn. Motion carried.

The meeting adjourned at 10:52 A.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

BRIGHTON TOWNSHIP

4/18/2016

ACCOUNTS PAYABLE

ACCOUNTS PAYABLE:

GENERAL FUND	$25,123.24
LIQUOR LAW	$117.64
SEWER O & M	$76,037.94
SPENCER SEWER DEBT SERVICE	$43,487.50
T & A- DOGS	$460.00
CONSTRUCTION ESCROW	$481.25
ESCROW LAKE TRUST/BRIGHTON TWSP	$5,000.00
MUNICIPAL REFUSE- Woodland Air/SAD	$10,928.40
AQUATICS- Clark Lake	$400.00

TOTAL ACCOUNTS PAYABLE TO APPROVE **$162,035.97**

VENDOR APPROVAL SUMMARY REPORT
BOT 4-18-16

Date: 04/13/2016
Time: 4:28pm
Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
3 SIXTY INTERACTIVE	3SIXTY	WEBSITE HOSTING/MAINTENANCE	685.00	0.00
ADVANCED DISPOSAL	ADVAN	RUBBISH SAD- RAVENSWOOD	6,732.00	0.00
ALAN'S ASPHALT MAINTENANCE INC	ALAN'S	5 OF 5 SNOW PLOWING PMTS	3,537.60	0.00
ARBOR SPRINGS WATER CO.,INC.	ARBOR SP	SUPPLIES	26.00	0.00
BLUE CROSS BLUE SHIELD OF MI	BCBS	BLUE CROSS INSURANCE	10,938.89	0.00
BRIGHTON TOWNSHIP	BRIGHTON T	QTR SEWER STATION 32	207.50	0.00
CONCENTRA MEDICAL CENTERS	CONCENTRA	PRE-EMPLOYMENT PHYSICAL	117.50	0.00
DTE	DTE	UTILITIES	327.13	0.00
DUBOIS-COOPER ASSOCIATES	DUBOIS	30 E-ONE 240V EXTREME CORE	53,284.00	0.00
DUNCAN DISPOSAL	DUNCAN	RUBBISH REMOVAL- TWSP HALL	4,346.40	0.00
ELECTION SYSTEMS & SOFTWARE	ELECTION S	ANNUAL MAINTENANCE- AUTOMARK	442.40	0.00
FONSON COMPANY, INC	FONSON	9865 DORNOCH TR	3,900.00	0.00
FRED PRYOR SEMINARS	FRED PRYOR	TRAINING RENEWAL	199.00	0.00
GREAT LAKES ACE	ACE	SUPPLIES	193.68	0.00
GUARDIAN ALARM	GUARDIAN	SECURITY ALARM	45.96	0.00
HARRIS & LITERSKI	HARRIS &	LEGAL SERVICES	3,342.50	0.00
I.T. RIGHT INC.	I T RIGHT	VIDEO CARD- DUAL HEAD	50.00	0.00
INFRASTRUCTURE ALTERNATIVES,	INFRASTRUC	O & M WWTP APRIL 2016	16,371.17	0.00
KONICA MINOLTA ALBIN	KONICA	COPIER METER/MAINTENANCE	124.03	0.00
LAKE PRO, INC.	LAKE PRO	CLARK LAKE PERMIT FEE	400.00	0.00
LIVINGSTON COMMUNITY	LIV COM JT	OLS US 23 WATER MAIN ADDTL	5,000.00	0.00
LIVINGSTON COUNTY ASSESSORS	LIV CTY AS	LAND VALUE MODELING CLASS	290.00	0.00
LIVINGSTON COUNTY TREASURER	LIV CTY TR	SPENCER SEWER BOND	43,916.00	0.00
METRO ENVIRONMENTAL SERVICES	METRO	FLUSHING NORTHWINDS	481.25	0.00
MICHIGAN ASSN OF PLANNING	MI ASSN P	ANNUAL MEMBERSHIP DUES	60.00	0.00
MICHIGAN OFFICE SOLUTIONS INC	MOS	COPIER METER/MAINTENANCE	435.66	0.00
STATE OF MICHIGAN	DEQ	SW ANNUAL PERMIT FEE	500.00	0.00
QUILL CORPORATION	QUILL	SUPPLIES	210.27	0.00
S.E.C.M.A.A.	SECMAA	MEMBERSHIP MEETING-HESTER	70.00	0.00
STAPLES CREDIT PLAN	STAPLES	MONITOR,SCANNER,MICE,SUPPLIES	641.12	0.00
STATE SOFT WATER LLC	STATE SOFT	WATER SOFTENER	35.00	0.00
TYLER TECHNOLOGIES, INC.	FUNDBALANC	FUND BALANCE PROGRAMS	4,910.31	0.00
VALLEY CITY LINEN, INC	VALLEY	FLOOR MATS	98.65	0.00
VERIZON WIRELESS	VERIZON	TELEPHONE	116.95	0.00
		Grand Total:	162,035.97	0.00

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000-084.336	FROM FIRE	BRIGHTON TOWNSHIP	28457		04/18/2016	72.00
		QTR SEWER STATION 32		44287		
101-000-084.336	FROM FIRE	ALAN'S ASPHALT MAINTENANCE INC	28453		04/18/2016	757.60
		5 OF 5 SNOW PLOWING PMTS		44289		
				Total		829.60
Dept: ADMINISTRATION-MANAGER						
101-172-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	337.37
		BLUE CROSS INSURANCE		44313		
				Total ADMINISTRATION-MANAGER		337.37
Dept: ELECTIONS						
101-191-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	604.17
		BLUE CROSS INSURANCE		44313		
101-191-727.000	SUPPLIES	I.T. RIGHT INC.	28469		04/18/2016	25.00
		VIDEO CARD- DUAL HEAD		20147684		
101-191-727.000	SUPPLIES	STAPLES CREDIT PLAN	28482		04/18/2016	611.13
		MONITOR,SCANNER,MICE,SUPPLIES		44273		
101-191-860.000	EDUCATION	FRED PRYOR SEMINARS	28464		04/18/2016	99.50
		TRAINING RENEWAL		148402		
101-191-931.000	EQUIPT M&R	ELECTION SYSTEMS & SOFTWARE	28462		04/18/2016	442.40
		ANNUAL MAINTENANCE- AUTOMARK		961123		
				Total ELECTIONS		1,782.20
Dept: ASSESSOR						
101-209-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	3,137.15
		BLUE CROSS INSURANCE		44313		
101-209-860.000	EDUCATION	S.E.C.M.A.A.	28481		04/18/2016	40.00
		MEMBERSHIP MEETING-HESTER		44276		
101-209-860.000	EDUCATION	LIVINGSTON COUNTY ASSESSORS	28474		04/18/2016	250.00
		MI ADVANCED ASSESSING CLASS		44277		
101-209-860.000	EDUCATION	LIVINGSTON COUNTY ASSESSORS	28474		04/18/2016	40.00
		LAND VALUE MODELING CLASS		44278		
101-209-958.000	DUE	S.E.C.M.A.A.	28481		04/18/2016	30.00
		ANNUAL MEMBERSHIP		44275		
				Total ASSESSOR		3,497.15
Dept: TOWNSHIP CLERK						
101-215-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	3,912.30
		BLUE CROSS INSURANCE		44313		
101-215-727.000	SUPPLIES	I.T. RIGHT INC.	28469		04/18/2016	25.00
		VIDEO CARD- DUAL HEAD		20147684		

CHARTER TOWNSHIP OF BRIGHTON

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: TOWNSHIP CLERK						
101-215-727.000	SUPPLIES	STAPLES CREDIT PLAN	28482		04/18/2016	29.99
		MONITOR,SCANNER,MICE,SUPPLIES		44273		
101-215-727.000	SUPPLIES	QUILL CORPORATION	28480		04/18/2016	49.99
		SUPPLIES		4660116		
101-215-727.000	SUPPLIES	CONCENTRA MEDICAL CENTERS	28458		04/18/2016	117.50
		PRE-EMPLOYMENT PHYSICAL		710817477		
101-215-860.000	EDUCATION	FRED PRYOR SEMINARS	28464		04/18/2016	99.50
		TRAINING RENEWAL		148402		
				Total TOWNSHIP CLERK		4,234.28
Dept: TREASURER						
101-253-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	1,379.33
		BLUE CROSS INSURANCE		44313		
				Total TREASURER		1,379.33
Dept: TOWNSHIP HALL/GROUNDS						
101-265-727.000	SUPPLIES	QUILL CORPORATION	28480		04/18/2016	63.29
		SUPPLIES		4660116		
101-265-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	1.99
		PLANNER KEY		1002/444		
101-265-804.000	CONTRACTED	VALLEY CITY LINEN, INC	28485		04/18/2016	98.65
		FLOOR MATS		28200265		
101-265-931.000	EQUIPT M&R	STATE SOFT WATER LLC	28483		04/18/2016	35.00
		WATER SOFTENER		0018913-IN		
101-265-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	28453		04/18/2016	1,520.60
		5 OF 5 SNOW PLOWING PMTS		44289		
101-265-932.000	GRNDS M&R	DUNCAN DISPOSAL	28461		04/18/2016	80.00
		RUBBISH REMOVAL- TWSP HALL		707589		
				Total TOWNSHIP HALL/GROUNDS		1,799.53
Dept: OTHER CHARGES & SERVICES						
101-299-804.000	CONTRACTED	3 SIXTY INTERACTIVE	28451		04/18/2016	685.00
		WEBSITE HOSTING/MAINTENANCE		3459		
101-299-826.100	COMPUT SPT	TYLER TECHNOLOGIES, INC.	28484		04/18/2016	4,910.31
		FUND BALANCE PROGRAMS		025-149760		
101-299-827.000	LEGAL	HARRIS & LITERSKI	28468		04/18/2016	300.00
		LEGAL SERVICES		160899		
101-299-827.000	LEGAL	HARRIS & LITERSKI	28468		04/18/2016	2,887.50
		LEGAL SERVICES		160898		
101-299-853.000	TELEPHONE	VERIZON WIRELESS	28486		04/18/2016	116.95
		TELEPHONE		9762834467		

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: OTHER CHARGES & SERVICES						
101-299-931.000	EQUIPT M&R	KONICA MINOLTA ALBIN	28471		04/18/2016	124.03
		COPIER METER/MAINTENANCE		9002297733		
101-299-931.000	EQUIPT M&R	MICHIGAN OFFICE SOLUTIONS INC	28478		04/18/2016	435.66
		COPIER METER/MAINTENANCE		in603139		
				Total OTHER CHARGES & SERVICES		9,459.45
Dept: FIRE DEPARTMENT						
101-336-923.000	WATER/SEW	BRIGHTON TOWNSHIP	28457		04/18/2016	104.00
		QTR SEWER STATION 32		44287		
101-336-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	28453		04/18/2016	189.40
		5 OF 5 SNOW PLOWING PMTS		44289		
				Total FIRE DEPARTMENT		293.40
Dept: PLANNING						
101-400-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	1,294.07
		BLUE CROSS INSURANCE		44313		
101-400-958.000	DUE	MICHIGAN ASSN OF PLANNING	28477		04/18/2016	60.00
		ANNUAL MEMBERSHIP DUES		903426		
				Total PLANNING		1,354.07
Dept: CODE ENFORCEMENT						
101-412-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	156.86
		BLUE CROSS INSURANCE		44313		
				Total CODE ENFORCEMENT		156.86
					Fund Total	25,123.24
Fund: LIQUOR LAW ENFORCEMENT FUND						
Dept:						
212-000-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28455		04/18/2016	117.64
		BLUE CROSS INSURANCE		44313		
				Total		117.64
					Fund Total	117.64
Fund: SEWER O & M FUND						
Dept:						
590-000-140.000	INVENTORY	DUBOIS-COOPER ASSOCIATES	28460		04/18/2016	52,950.00
		30 E-ONE 240V EXTREME CORE		188398		

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: SEWER O & M FUND						
Dept:						
590-000-203.000	NEW CONNEC	FONSON COMPANY, INC	28463		04/18/2016	3,900.00
		9865 DORNOCH TR		1058		
590-000-203.000	NEW CONNEC	DUBOIS-COOPER ASSOCIATES	28460		04/18/2016	334.00
		SENTRY SIMPLEX PANEL		188127		
				Total		57,184.00
Dept: ADMINISTRATION						
590-537-827.000	LEGAL	HARRIS & LITERSKI	28468		04/18/2016	155.00
		LEGAL SERVICES		160898		
				Total ADMINISTRATION		155.00
Dept: OPERATION AND MAINTENANCE						
590-540-727.000	SUPPLIES	QUILL CORPORATION	28480		04/18/2016	96.99
		SUPPLIES		4660116		
590-540-727.000	SUPPLIES	ARBOR SPRINGS WATER CO.,INC.	28454		04/18/2016	26.00
		SUPPLIES		1605231		
590-540-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	34.95
		SUPPLIES		984/444		
590-540-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	82.89
		SUPPLIES		994/444		
590-540-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	29.96
		SUPPLIES		988/444		
590-540-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	21.47
		SUPPLIES		940/444		
590-540-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	8.28
		SUPPLIES		943/444		
590-540-727.000	SUPPLIES	GREAT LAKES ACE	28466		04/18/2016	14.14
		SUPPLIES		1006/444		
590-540-804.300	CONT-FIXED	INFRASTRUCTURE ALTERNATIVES,	28470		04/18/2016	16,371.17
		O & M WWTP APRIL 2016		17002		
590-540-920.000	UTILITIES	DTE	28459		04/18/2016	327.13
		UTILITIES		44279		
590-540-930.100	ALARM	GUARDIAN ALARM	28467		04/18/2016	45.96
		SECURITY ALARM		17686078		
590-540-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	28453		04/18/2016	1,070.00
		5 OF 5 SNOW PLOWING PMTS		44289		
590-540-932.000	GRNDS M&R	DUNCAN DISPOSAL	28461		04/18/2016	70.00
		RUBBISH REMOVAL WWTP		710788		
590-540-962.000	PERMIT FEE	STATE OF MICHIGAN	28479		04/18/2016	500.00
		SW ANNUAL PERMIT FEE		962833		
				Total OPERATION AND MAINTENANCE		18,698.94

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: SEWER O & M FUND						
					Fund Total	76,037.94
Fund: SPENCER SEWER DEBT SERVICE						
Dept:						
593-000-250.000	BONDS PAYB	LIVINGSTON COUNTY TREASURER	28488		04/18/2016	35,000.00
		SPENCER SEWER BOND		44299		
593-000-999.001	BOND PAYME	LIVINGSTON COUNTY TREASURER	28488		04/18/2016	8,337.50
		SPENCER SEWER BOND		44299		
593-000-999.003	Agnt Fee	LIVINGSTON COUNTY TREASURER	28488		04/18/2016	150.00
		SPENCER SEWER BOND		44299		
				Total		43,487.50
					Fund Total	43,487.50
Fund: TRUST AND AGENCY FUND						
Dept:						
701-000-221.400	DOG LICENS	LIVINGSTON COUNTY TREASURER	28487		04/18/2016	428.50
		DOG LICENSE FEES MARCH		44295		
701-000-221.400	DOG LICENS	BRIGHTON TOWNSHIP	28456		04/18/2016	31.50
		DOG LICENSE FEES MARCH		44296		
				Total		460.00
					Fund Total	460.00
Fund: CONSTRUCTION ESCROW						
Dept:						
793-000-224.936	ELKOW	METRO ENVIRONMENTAL SERVICES	28476		04/18/2016	481.25
		FLUSHING NORTHWINDS		56209		
793-000-224.953	US 23 WATE	LIVINGSTON COMMUNITY	28473		04/18/2016	5,000.00
		OLS US 23 WATER MAIN ADDTL		44319		
				Total		5,481.25
					Fund Total	5,481.25
Fund: MUNICIPAL REFUSE						
Dept: RAVENSWOOD						
871-056-967.000	PRJCT COST	ADVANCED DISPOSAL	28452		04/18/2016	6,732.00
		RUBBISH SAD- RAVENSWOOD		VR0000190181		

CHARTER TOWNSHIP OF BRIGHTON

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: MUNICIPAL REFUSE						
Dept: RAVENSWOOD						
				Total RAVENSWOOD		6,732.00
Dept: WOODLAND/AIRWAY ASSESSMENT						
871-529-967.100	ADDL PROJ	DUNCAN DISPOSAL RUBBISH SAD WOOD/AIRWAY	28461	708722	04/18/2016	4,196.40
				Total WOODLAND/AIRWAY ASSESSMENT		4,196.40
					Fund Total	10,928.40
Fund: SAD AQUATICS						
Dept: CLARK LAKE AQUATICS						
880-107-967.000	PRJCT COST	LAKE PRO, INC. CLARK LAKE PERMIT FEE	28472	16-0130	04/18/2016	400.00
				Total CLARK LAKE AQUATICS		400.00
					Fund Total	400.00
					Grand Total	162,035.97

BRIGHTON TOWNSHIP

3/31/2016

ACCOUNTS PAYABLE

FISCAL YEAR END

ACCOUNTS PAYABLE:

GENERAL FUND	$59,970.32
LIQUOR LAW	$347.79
SEWER O & M	$15,264.17
SEWER CAPITAL DEBT	$136,933.33
CONSTRUCTION ESCROW	$1,471.75
ROAD MAINTENANCE	$275.00
STREETLIGHTS	$1,432.11

TOTAL ACCOUNTS PAYABLE TO APPROVE **$215,694.47**

VENDOR APPROVAL SUMMARY REPORT
FYE BILLS 3-31-16

Date: 03/31/2016
Time: 4:01pm
Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALLEN EDWIN HOMES	ALLEN EDWI	REFUND- OVERPAYMENT	200.00	0.00
APPLIED IMAGING	APPLIED	TONER DELIVERY CHARGE	8.97	0.00
BLUE CROSS BLUE SHIELD OF MI	BCBS	BLUE CROSS INSURANCE	10,938.89	0.00
ANN MARIE BOLLIN	BOLLIN/A	EDUCATION, SUPPLIES, EXPENSES	46.98	0.00
BRIGHTON AREA FIRE AUTHORITY	FIRE AUTH	ELECTION SET-UP & TEAR DOWN	401.10	0.00
BRIGHTON TOWNSHIP	BRIGHTON T	INTERFUND TRANSFER	890.50	0.00
BUDGET STABILIZATION	BUDGET STA	TRANSFER BANK INTEREST	10.00	0.00
CARTRIDGE WORLD- BRIGHTON	CARTRIDGE	TONER REFILL	69.99	0.00
JOHN COGLEY	COGLEY	ZBA PER DIEM 3-23-16	290.00	0.00
COMCAST	COMCAST	INTERNET- WWTP	221.90	0.00
CONSUMERS ENERGY	CONSUMERS	UTILITIES	820.92	0.00
CUSTOM ELECTRIC SERVICE LLC	CUSTOM ELE	8131 GRAND RIVER -GRINDER	1,695.00	0.00
BRUCE & JULIE DIETZ	DIETZ/BRUC	MSP RENT MARCH 2016	0.00	11,457.00
JOHN DORSET	DORSET	ZBA PER DIEM 3-23-16	80.00	0.00
DTE	DTE	UTILITIES	3,839.61	0.00
DTE ENERGY	DTE ENERGY	UTILITIES- WWTP	6,758.38	0.00
DUBOIS-COOPER ASSOCIATES	DUBOIS	HIM PROGRAMMER/CONTROLLER	440.00	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES	12,515.00	0.00
FIRE PROTECTION PLUS, INC	FIRE PROTE	WEATHERPROOF STRIP,WATER	850.00	0.00
GBS INC	GBS INC	MINUTE BOOK	195.66	0.00
JOHN GIBBONS	GIBBONS	ZBA PER DIEM 3-23-16	80.00	0.00
FRANK GRAPENTIEN	GRAPEN	ZBA PER DIEM 3-23-16	310.00	0.00
GRAPHIC SCIENCES, INC	GRAPHIC	SCANNED IMAGES-FOIA	11.77	0.00
HARRIS & LITERSKI	HARRIS &	LEGAL SERVICES	3,108.75	0.00
HARTLAND SEPTIC INC	HARTLAND S	PUMPING LIFT STATION #5	450.00	0.00
HOME DEPOT CREDIT SERVICES	HOME DEPOT	SUPPLIES	130.23	0.00
I.T. RIGHT INC.	I T RIGHT	WWTP QUAD CORE & WINDOWS	10,446.60	0.00
INFRASTRUCTURE ALTERNATIVES,	INFRASTRUC	EXTRA SERVICES FEBRUARY 2016	680.00	0.00
K B ROAD GRADING	K B	GRADING- PARKLAWN SAD	275.00	0.00
STACY A KALISZEWSKI	KALISZEWSK	SUPPLIES- BOR & EDUCATION	161.61	0.00
LEGALSHIELD	PRE-PAID L	IDENTITY THEFT INSURANCE	64.75	0.00
LINCOLN NATIONAL LIFE INS CO	LINCOLN	DISABILITY INSURANCE	794.47	0.00
LIVINGSTON COUNTY DRAIN COMMIS	LIV CTY DR	PHASE II WATERSHED	458.67	0.00
LIVINGSTON COUNTY TREASURER	LIV CTY TR	SEWER REFUNDING BONDS	0.00	136,933.33
LIVINGSTON CTY PRESS & ARGUS	GANNET	LEGAL NOTICES	1,380.00	0.00
EVELYN MALLOY	MALLOY	REISSUE - VOID/LOST CK # 27919	159.50	0.00
MASTER MEDIA SUPPLY	MASTER MED	SUPPLIES	209.94	0.00
JAMES MCKEON	MCKEON	ZBA PER DIEM 3-23-16	80.00	0.00
METRO AIR COMPRESSORS	METRO AIR	JET SERVICES- NORTHWINDS	481.25	0.00
CHARLES MORAN	MORAN	ZBA PER DIEM 3-23-16	80.00	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	C & C SPORTS INSP	990.50	0.00
ORKIN	ORKIN	EXTERMINATOR	83.99	0.00
OTIS ELEVATOR COMPANY	OTIS ELEV	ANNUAL SERVICE CONTRACT	3,830.64	0.00
PAETEC	PAETEC	TELEPHONE	682.54	0.00
QUILL CORPORATION	QUILL	SUPPLIES	168.49	0.00
REGISTER OF DEEDS	REGISTER	RECORD SEWER EASMENT	23.00	0.00
SHRED-IT USA LLC	SHRED-IT	RECORDS- OFF SITE PURGE	49.84	0.00
STANDARD INSURANCE CO.	STANDARD I	LIFE INSURANCE	267.97	0.00
KATELYN STEPHENS	STEPHENS	MILEAGE	144.56	0.00
JEFFREY STINEDURF	STINEDURF	BOR PER DIEM 3-14-16	105.00	0.00
UIS SCADA, INC	UIS	SERVICES THROUGH 2-24-16	880.00	0.00
WEX BANK	EXXON	FUEL	20.89	0.00
YOUR EVENT PARTY RENTAL	YOUR EVENT	STAGING SEWER MEETING	421.28	0.00
		Grand Total:	67,304.14	148,390.33

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number / Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000-084.336	FROM FIRE	ORKIN EXTERMINATOR	0	107882224	03/31/2016	67.19
101-000-214.257	DUE TO BUD	BUDGET STABILIZATION TRANSFER BANK INTEREST	0	44237	03/31/2016	10.00
				Total		77.19
Dept: LEGISLATIVE-TWSP BOARD						
101-101-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	15.33
101-101-900.000	PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6461866	03/31/2016	680.00
101-101-969.000	CONTG	YOUR EVENT PARTY RENTAL STAGING SEWER MEETING	0	6935	03/31/2016	421.28
				Total LEGISLATIVE-TWSP BOARD		1,116.61
Dept: SUPERVISOR						
101-171-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	5.38
				Total SUPERVISOR		5.38
Dept: ADMINISTRATION-MANAGER						
101-172-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	117.64
101-172-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	55.90
101-172-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	261.22
				Total ADMINISTRATION-MANAGER		434.76
Dept: ELECTIONS						
101-191-714.000	ELEC WORK	EVELYN MALLOY REISSUE - VOID/LOST CK # 27919	0	44214	03/31/2016	159.50
101-191-714.000	ELEC WORK	BRIGHTON AREA FIRE AUTHORITY ELECTION SET-UP & TEAR DOWN	0	44237	03/31/2016	401.10
101-191-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	196.07
101-191-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	7.80
101-191-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	2.98
101-191-727.000	SUPPLIES	ANN MARIE BOLLIN EDUCATION, SUPPLIES, EXPENSES	0	44218	03/31/2016	9.98

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: ELECTIONS						
101-191-873.000	MILES/TRAV	KATELYN STEPHENS MILEAGE/EXPENSES	0	44268	03/31/2016	67.42
101-191-900.000	PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6461866	03/31/2016	80.00
				Total ELECTIONS		924.85
Dept: ASSESSOR						
101-209-708.000	PER DIEM	JEFFREY STINEDURF BOR PER DIEM 3-14-16	0	44220	03/31/2016	105.00
101-209-708.000	PER DIEM	FRANK GRAPENTIEN BOR PER DIEM 3-14-16	0	44221	03/31/2016	105.00
101-209-708.000	PER DIEM	JOHN COGLEY BOR PER DIEM 3-14-16	0	44221	03/31/2016	105.00
101-209-708.000	PER DIEM	JOHN COGLEY BOR PER DIEM 3-16-16	0	44222	03/31/2016	105.00
101-209-708.000	PER DIEM	FRANK GRAPENTIEN BOR PER DIEM 3-16-16	0	44224	03/31/2016	105.00
101-209-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	3,137.15
101-209-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	51.60
101-209-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	204.55
101-209-727.000	SUPPLIES	STACY A KALISZEWSKI SUPPLIES- BOR & EDUCATION	0	44264	03/31/2016	135.48
101-209-860.000	EDUCATION	STACY A KALISZEWSKI SUPPLIES- BOR & EDUCATION	0	44264	03/31/2016	26.13
101-209-900.000	PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6461866	03/31/2016	360.00
				Total ASSESSOR		4,439.91
Dept: TOWNSHIP CLERK						
101-215-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	4,320.40
101-215-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	62.08
101-215-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	134.72
101-215-727.000	SUPPLIES	GBS INC MINUTE BOOK	0	16-25796	03/31/2016	195.66
101-215-727.000	SUPPLIES	GRAPHIC SCIENCES, INC SCANNED IMAGES-FOIA	0	0140426-IN	03/31/2016	11.77

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: TOWNSHIP CLERK						
101-215-826.200	RCD RETENT	SHRED-IT USA LLC	0		03/31/2016	49.84
		RECORDS- OFF SITE PURGE		9409847616		
101-215-860.000	EDUCATION	ANN MARIE BOLLIN	0		03/31/2016	35.00
		EDUCATION, SUPPLIES, EXPENSES		44218		
101-215-873.000	MILES/TRAV	ANN MARIE BOLLIN	0		03/31/2016	2.00
		EDUCATION, SUPPLIES, EXPENSES		44218		
101-215-873.000	MILES/TRAV	KATELYN STEPHENS	0		03/31/2016	67.42
		MILEAGE/EXPENSES		44268		
101-215-873.000	MILES/TRAV	KATELYN STEPHENS	0		03/31/2016	9.72
		MILEAGE		44271		
				Total TOWNSHIP CLERK		4,888.61
Dept: TREASURER						
101-253-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	0		04/01/2016	1,379.33
		BLUE CROSS INSURANCE		44258		
101-253-717.000	LIFE INS	STANDARD INSURANCE CO.	0		04/01/2016	48.38
		LIFE INSURANCE		44260		
101-253-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO	0		04/01/2016	73.57
		DISABILITY INSURANCE		44259		
				Total TREASURER		1,501.28
Dept: TOWNSHIP HALL/GROUNDS						
101-265-727.000	SUPPLIES	CARTRIDGE WORLD- BRIGHTON	0		03/31/2016	69.99
		TONER REFILL		116380		
101-265-727.000	SUPPLIES	APPLIED IMAGING	0		03/31/2016	8.97
		TONER DELIVERY CHARGE		275054-1		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		03/31/2016	168.49
		SUPPLIES		4316134		
101-265-727.000	SUPPLIES	MASTER MEDIA SUPPLY	0		03/31/2016	209.94
		SUPPLIES		74013		
101-265-920.000	UTILITIES	CONSUMERS ENERGY	0		03/31/2016	286.43
		UTILITIES		44209		
101-265-920.000	UTILITIES	DTE	0		03/31/2016	979.82
		UTILITIES		44250		
101-265-921.000	ST LTG	DTE ENERGY	0		03/31/2016	704.23
		STREETLIGHTS		2396909		
101-265-930.000	BLDG M&R	FIRE PROTECTION PLUS, INC	0		03/31/2016	850.00
		WEATHERPROOF STRIP,WATER		03121		
101-265-931.000	EQUIPT M&R	OTIS ELEVATOR COMPANY	0		04/01/2016	3,830.64
		ANNUAL SERVICE CONTRACT		CNA05008416		
				Total TOWNSHIP HALL/GROUNDS		7,108.51

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: OTHER CHARGES & SERVICES						
101-299-804.000	CONTRACTED	COMCAST	0		03/31/2016	149.16
		INTERNET/CABLE		44228		
101-299-811.200	IDENTITY T	LEGALSHIELD	0		03/31/2016	64.75
		IDENTITY THEFT INSURANCE		44266		
101-299-827.000	LEGAL	DYKEMA GOSSETT PLLC	0		03/31/2016	11,296.00
		LEGAL SERVICES		3047162		
101-299-827.000	LEGAL	DYKEMA GOSSETT PLLC	0		03/31/2016	1,219.00
		LEGAL SERVICES		3047163		
101-299-827.000	LEGAL	HARRIS & LITERSKI	0		03/31/2016	300.00
		LEGAL SERVICES		160760		
101-299-827.000	LEGAL	HARRIS & LITERSKI	0		03/31/2016	2,808.75
		LEGAL SERVICES		160759		
101-299-853.000	TELEPHONE	PAETEC	0		03/31/2016	590.63
		TELEPHONE		59262854		
101-299-861.000	GAS & OIL	WEX BANK	0		03/31/2016	20.89
		FUEL		44440027		
101-299-951.000	LEASE-BACK	BRUCE & JULIE DIETZ	28396		03/28/2016	11,457.00
		MSP RENT MARCH 2016		44263		
101-299-970.000	CAP OUTLAY	I.T. RIGHT INC.	0		03/31/2016	8,686.60
		PC REPLACEMENTS, BS&A.NET		20147561		
				Total OTHER CHARGES & SERVICES		36,592.78
Dept: FIRE DEPARTMENT						
101-336-921.000	ST LTG	DTE ENERGY	0		03/31/2016	25.93
		STREETLIGHTS		2396909		
101-336-930.000	BLDG M&R	ORKIN	0		03/31/2016	16.80
		EXTERMINATOR		107882224		
				Total FIRE DEPARTMENT		42.73
Dept: PLANNING						
101-400-708.000	PER DIEM	JOHN GIBBONS	0		03/31/2016	80.00
		ZBA PER DIEM 3-23-16		44240		
101-400-708.000	PER DIEM	JOHN DORSET	0		03/31/2016	80.00
		ZBA PER DIEM 3-23-16		44241		
101-400-708.000	PER DIEM	JOHN COGLEY	0		03/31/2016	80.00
		ZBA PER DIEM 3-23-16		44242		
101-400-708.000	PER DIEM	FRANK GRAPENTIEN	0		03/31/2016	100.00
		ZBA PER DIEM 3-23-16		44243		
101-400-708.000	PER DIEM	JAMES MCKEON	0		03/31/2016	80.00
		ZBA PER DIEM 3-23-16		44244		
101-400-708.000	PER DIEM	CHARLES MORAN	0		03/31/2016	80.00
		ZBA PER DIEM 3-23-16		44245		

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: PLANNING						
101-400-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	1,294.07
101-400-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	17.74
101-400-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	96.88
101-400-900.900	PUBLISHING	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6461866	03/31/2016	260.00
				Total PLANNING		2,168.69
Dept: CODE ENFORCEMENT						
101-412-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	156.86
101-412-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	2.15
101-412-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	11.74
				Total CODE ENFORCEMENT		170.75
Dept: EMERGENCY PREPAREDNESS						
101-426-920.000	UTILITIES	DTE UTILITIES	0	44250	03/31/2016	39.60
				Total EMERGENCY PREPAREDNESS		39.60
Dept: DRAINS						
101-445-804.000	CONTRACTED	LIVINGSTON COUNTY DRAIN COMMIS PHASE II WATERSHED	0	2597	03/31/2016	458.67
				Total DRAINS		458.67
					Fund Total	59,970.32
Fund: LIQUOR LAW ENFORCEMENT FUND						
Dept:						
212-000-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	44258	04/01/2016	337.37
212-000-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	0	44260	04/01/2016	1.61
212-000-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	0	44259	04/01/2016	8.81
				Total		347.79

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: LIQUOR LAW ENFORCEMENT FUND						
					Fund Total	347.79
Fund: SEWER O & M FUND						
Dept:						
590-000-033.200	PROP OWNER	CUSTOM ELECTRIC SERVICE LLC 8131 GRAND RIVER -GRINDER	0	3527	03/31/2016	1,695.00
590-000-203.000	NEW CONNEC	INFRASTRUCTURE ALTERNATIVES, EXTRA SERVICES FEBRUARY 2016	0	16971	03/31/2016	264.00
590-000-203.000	NEW CONNEC	ALLEN EDWIN HOMES REFUND- OVERPAYMENT	0	44216	03/31/2016	200.00
590-000-214.000	DT G/F	BRIGHTON TOWNSHIP INTERFUND TRANSFER	0	44246	03/31/2016	890.50
				Total		3,049.50
Dept: ADMINISTRATION						
590-537-826.100	COMPUT SPT	COMCAST INTERNET- WWTP	0	44229	03/31/2016	72.74
590-537-827.000	LEGAL	REGISTER OF DEEDS RECORD SEWER EASMENT	0	44213	03/31/2016	23.00
				Total ADMINISTRATION		95.74
Dept: OPERATION AND MAINTENANCE						
590-540-727.000	SUPPLIES	HOME DEPOT CREDIT SERVICES SUPPLIES	0	9016030	03/31/2016	130.23
590-540-804.400	NON ROUTIN	INFRASTRUCTURE ALTERNATIVES, EXTRA SERVICES FEBRUARY 2016	0	16971	03/31/2016	416.00
590-540-853.000	TELEPHONE	PAETEC TELEPHONE	0	59262854	03/31/2016	91.91
590-540-920.000	UTILITIES	CONSUMERS ENERGY UTILITIES	0	44236	03/31/2016	534.49
590-540-920.000	UTILITIES	DTE UTILITIES	0	44250	03/31/2016	2,820.19
590-540-920.000	UTILITIES	DTE ENERGY UTILITIES- WWTP	0	44257	03/31/2016	4,596.11
590-540-931.000	EQUIPT M&R	UIS SCADA, INC SERVICES THROUGH 2-24-16	0	530347780	03/31/2016	880.00
590-540-936.000	SYST MAINT	HARTLAND SEPTIC INC PUMPING LIFT STATION #5	0	03241601	03/31/2016	450.00
590-540-936.000	SYST MAINT	DUBOIS-COOPER ASSOCIATES HIM PROGRAMMER/CONTROLLER	0	1006855	03/31/2016	440.00
				Total OPERATION AND MAINTENANCE		10,358.93

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: SEWER O & M FUND						
Dept: CAPITAL OUTLAY						
590-900-970.000	CAP OUTLAY	I.T. RIGHT INC.	0		03/31/2016	1,760.00
		WWTP QUAD CORE & WINDOWS		20147562		
				Total CAPITAL OUTLAY		1,760.00
					Fund Total	15,264.17
Fund: SEWER DEBT SERVICE						
Dept: DEBT SERVICE						
592-905-999.002	BD PMT INT	LIVINGSTON COUNTY TREASURER	0		04/01/2016	136,933.33
		SEWER REFUNDING BONDS		44255		
				Total DEBT SERVICE		136,933.33
					Fund Total	136,933.33
Fund: CONSTRUCTION ESCROW						
Dept:						
793-000-224.936	ELKOW	METRO AIR COMPRESSORS	0		03/31/2016	481.25
		JET SERVICES- NORTHWINDS		56209		
793-000-224.963	DUE TO SCH	ORCHARD, HILTZ & MCCLIMENT INC	0		03/31/2016	473.00
		10547 & 10561 GRAND RIVER		176729		
793-000-224.964	AWP/C&C	ORCHARD, HILTZ & MCCLIMENT INC	0		03/31/2016	517.50
		C & C SPORTS INSP		176728		
				Total		1,471.75
					Fund Total	1,471.75
Fund: SAD ROAD MAINTENANCE						
Dept: PARKLAWN SAD						
812-031-967.000	PRJCT COST	K B ROAD GRADING	0		03/31/2016	275.00
		GRADING- PARKLAWN SAD		6645		
				Total PARKLAWN SAD		275.00
					Fund Total	275.00
Fund: STREET LIGHTING FUND						
Dept: COUNTRY CLUB ANNEX LT						
865-070-921.000	ST LTG	DTE ENERGY	0		03/31/2016	622.85
		STREETLIGHTS		2396909		

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: STREET LIGHTING FUND						
Dept: COUNTRY CLUB ANNEX LT						
				Total COUNTRY CLUB ANNEX LT		622.85
Dept: DONALD DRIVE LIGHT						
865-071-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	15.83
				Total DONALD DRIVE LIGHT		15.83
Dept: BRANDYWINE FARMS LIGHT						
865-072-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	56.79
				Total BRANDYWINE FARMS LIGHT		56.79
Dept: HARVEST HILLS LIGHTS						
865-073-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	56.79
				Total HARVEST HILLS LIGHTS		56.79
Dept: GREENFIELD POINTE LIGHTS						
865-074-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	56.79
				Total GREENFIELD POINTE LIGHTS		56.79
Dept: BRIGHTON GARDENS						
865-075-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	63.30
				Total BRIGHTON GARDENS		63.30
Dept: EAGLE HEIGHTS						
865-076-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	30.47
				Total EAGLE HEIGHTS		30.47
Dept: GREENFIELD SHORES 1-2-3-4 LOP						
865-077-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	63.30
				Total GREENFIELD SHORES 1-2-3-4 LOP		63.30
Dept: DE MARIA LIGHTS						
865-078-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	30.47
				Total DE MARIA LIGHTS		30.47

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: STREET LIGHTING FUND						
Dept: RAVENSWOOD LIGHTS						
865-079-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	60.94
				Total RAVENSWOOD LIGHTS		60.94
Dept: MAPLE RIDGE SUB						
865-080-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	30.47
				Total MAPLE RIDGE SUB		30.47
Dept: ALGER PINES						
865-081-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	56.79
				Total ALGER PINES		56.79
Dept: SHENANDOAH						
865-082-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	58.86
				Total SHENANDOAH		58.86
Dept: SHENANDOAH POND HOMEOWNERS						
865-084-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	58.09
				Total SHENANDOAH POND HOMEOWNERS		58.09
Dept: OAKS AT BEACH LAKE						
865-085-921.000	ST LTG	DTE ENERGY STREETLIGHTS	0	2396909	03/31/2016	170.37
				Total OAKS AT BEACH LAKE		170.37
					Fund Total	1,432.11
					Grand Total	215,694.47

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Sewer System Special Meeting – Follow-up

EXPLANATION OF TOPIC:

At the March 21st Brighton Township Board meeting The Township Manager provided a synopsis of the March 3rd sanitary sewer system special meeting. Based upon the presentation, discussion focused upon the oversizing of the constructed sewer system which was based upon unmaterialized growth.

As depicted in the attachment, the sewer system was designed to accommodate 2,700 REU and the original assessment roll of June 1, 2000 accounted for 1,756 REU. This created a balance (or oversizing) of 944 REU. Of the 944 REU there have been 471 REU sold through December 31, 2015. The difference, 473 REU, represent the "balance" of the oversizing. The cost of those 473 REU equals $4,852,980.

It has been suggested, that the oversizing of the sewer system was a policy decision of the Township Board back in 2000 and therefore the cost of that oversizing should be borne by the Township at-large. Countering that perspective is the argument that the system, since inception, has operated as an Enterprise Fund whereby the users of the system fund the system in its entirety.

A possible solution to these opposing perspectives would be for the Township to purchase the 473 REU, which represents the oversizing balance, at a cost of $4,852,980. The payment of these REU would come from the Township General Fund - Fund Balance. As the Township sells REU's to new users of the system, their respective payment, currently $10,260, would reimburse the Township General Fund - Fund Balance. The Township General Fund – Fund balance would be fully reimbursed upon the sale of the 473 REU.

If this scenario came to fruition, the Township could make changes to the quarterly debt service charge which is currently $80.50 per REU and generates approximately $700,000 per year. It has been suggested that any adjustment to the Debt Service Charge should take into account the amount that an original user has paid since inception (approximately $4,400) in relation to what a new user of the system would pay moving forward. Along those lines, the Debt Service Charge could be eliminated for those original system users that have paid approximately $4,400 but remain in place for the 471 "newer" users until they have paid the $4,400. Future users would be expected to pay $4,400 as well.

Prior to taking any formal action the Board should incorporate all of the potential changes to our practices as part of the #800 series in our Administrative Policies.

SUPPORTING DOCUMENTS:

- System Oversize REU Calculation Sheet – dated April 12, 2016
- TetraTech / MPS Fax dated October 2, 2003

SUGGESTED MOTION: Motion by_____, supported by_____ that the Township Board having discussed the scenario of purchasing the excess sewer system REU capacity via General Fund – Fund Balance dollars and the modification of the quarterly Debt Service charge directs the Manager to work with the Township Attorney to incorporate the suggested changes in our procedures towards the creation of a new or amended Administrative Policy.

ROLL CALL VOTE REQUIRED? No

SYSTEM OVERSIZE
REU CALCULATION SHEET
APRIL 12, 2016

System Design in # of REU	2,700
Assessment Roll # of REU * 6/1/2000	1,756
Township upsize	944
Purchased since Assessment Roll*	471
Upsize balance	473
Cost per REU	$ 10,260
Township upsize cost	$ 4,852,980

* PHP report dated December 31, 2015

TETRA TECH MPS

123 Brighton Lake Road, Suite 203, Brighton, MI 48116
Telephone: 810.220.2112
Fax: 810.220.0094

FAX

Date: October 2, 2003

Number of pages (including this page): 1

(If you do not receive all pages, call (810) 220-2112)

To: Ken Palka

Company: Pfeffer Hanniford Palka

Fax Number: 810.229.5578

From: Joe Moore

Phone Number: (810) 225.8420 **Fax Number:** (810) 220-0094

Subject: Brighton Twp – WWTP Costs

REMARKS.

☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please comment

Brighton Twp built a 650,000 gallon per day (average flow) treatment plant that will provide service up to 2,700 residential equivalent units (REUs). Marcia asked for the costs for a similar WWTP that will serve only 2,000 REUs (480,000 gallons per day). The following is a comparision of costs for a 2,000 REU facility and a 2,700 REU facility. The actual construction costs were used for the 2,700 REU facility. The unit (or proportional) cost from the existing WWTP construction was used to develop construction costs for the 2,000 REU facility. Each facility would roughly have the same planning, engineering, survey, legal, administation costs. The land purchase cost for the WWTP property would be the same regardless of WWTP size. Also, the service building, WWTP outfall and site improvements (tree clearing, road, grading, parking) will be the same for both WWTP sizes.

	2,700 REU WWTP	**2,000 REU WWTP**
	650,000 gpd	*480,000 gpd*
Construction Cost	$7,182,000	$5,300,000
Planning / Engineering / Survey Cost	$1,064,000	$1,064,000
Legal, Financing, Admin. Cost	$350,000	$350,000
Land Purchase Cost	$1,012,000	$1,012,000
Total Cost =	**$9,608,000**	**$7,726,000**
Cost per REU =	***$3,558 / REU***	***$3,863 / REU***

Call me with any questions.

copy: Marcia Strong, Brighton Township

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Defined Contribution Plan Document Restatement

EXPLANATION OF TOPIC:

This topic was first introduced to the Board on March 21, 2016. The Board requested clarification on the ability to make a modification to reflect current participation. Burnham and Flowers provided the attached email response.

The IRS requires retirement plan sponsors to restate their plan documents at regular intervals. Brighton Township last filed the required material in 2010 and must do so again at this time. Our Plan Administrator, Burham & Flowers, has provided the attached amended and restated plan. This restated plan is required to bring the plan into compliance with the Pension Act of 2006 and other legislative and regulatory changes.

The required paperwork must be executed by the end of April 2016.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Burnham & Flowers cover letter dated September 28, 2015
- Proposed Adoption Agreement
- Basic Plan Document
- Burnham & Flowers email dated March 9, 2016
- Resolution To Adopt executed June 28, 2010
- Proposed Resolution
- Burnham & Flowers email dated March 31, 2016

RECOMMENDATION: To adopt the proposed resolution which restates the defined contribution plan documents as required by the IRS and in compliance with the Pension Protection Act of 2006.

SUGGESTED MOTION: Motion by _____, supported by _____ To adopt the proposed resolution which restates the defined contribution plan documents as required by the IRS and in compliance with the Pension Protection Act of 2006 and authorize the Township Supervisor to sign the necessary documents on behalf of the Township.

ROLL CALL VOTE REQUIRED? Yes

Burnham&Flower
INSURANCE GROUP

315 South Kalamazoo Mall
Kalamazoo, MI 49007-4806
Tel: 269.381.1173
Fax: 269.381.6089
Web: www.bfgroup.com

Sept. 28, 2015

Mr. Brian Vick, Manager
Brighton Township
4363 Buno Road
Brighton, MI 48114-9269

Re: Brighton 401(a) Defined Contribution Plan

Dear Mr. Vick:

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 Brighton 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 November 30, 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.

BRIGHTON TOWNSHIP
GOVERNMENTAL NON-ERISA RETIREMENT PLAN

BRIGHTON TOWNSHIP
GOVERNMENTAL NON-ERISA RETIREMENT PLAN

TABLE OF CONTENTS

EMPLOYER INFORMATION 1

PLAN INFORMATION 1

SECTION A. GENERAL INFORMATION 1
- Plan Name/Effective Date 1
- Plan Features 2
- Compensation 2
- Compensation Exclusions 3
- Definitions 3

SECTION B. ELIGIBILITY 4
- Eligible Employee 4
- Eligibility Service Rules 4
- Eligibility for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions 5
- Eligibility for Pension Contributions 5
- Transfers/Rehires 6

SECTION C. CONTRIBUTIONS 6
- Voluntary Contributions 7
- Pension - Service 7
- Pension Contributions - Formula 7
- Other Contributions 9

SECTION D. VESTING 9
- Vesting Schedules 10
- Vesting Service Rules 10

SECTION E. DISTRIBUTIONS 11

SECTION F. IN-SERVICE WITHDRAWALS 13
- In-Service Withdrawals 13
- Other Withdrawals 13

SECTION G. PLAN OPERATIONS 13
- Qualified Domestic Relations Orders 15

SECTION H. MISCELLANEOUS 15

SECTION I. EXECUTION PAGE 16

Copyright © 2002-2015

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): Brighton Township
2. Address: 4363 Buno Road
3. City: Brighton
4. State: MI
5. Zip: 48114-9269
6. Phone number: 810-229-0550
7. Fax number: 810-229-1778
8. Plan Sponsor EIN: 38-1707140
9. Plan Sponsor fiscal year end: 12/31/2015
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. Brighton Township
   b. Governmental Non-ERISA Retirement Plan
   NOTE: *A.1 is optional.*
3. **Effective Date**
   a. Original effective date of Plan: 1/1/1971
   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 31-Dec (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.*

 Copyright © 2002-2015

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, _____% 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.*

 Copyright © 2002-2015

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: Commissions
    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.

 Copyright © 2002-2015

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: (1) Manager and Township Officers who opted out of MERS; (2) Trustees

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.*

 Copyright © 2002-2015

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: 18
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: _____

   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: _____
   - **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**

 Copyright © 2002-2015

Minimum age requirement for Pension Contributions: 18

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

 Copyright © 2002-2015

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: none
   b. Maximum Voluntary Contribution: (1) 90%; (2) 75%
   c. Other limits on Voluntary Contributions apply: none

   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: (1) 10%; (2) 25%

   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.

 Copyright © 2002-2015

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.*

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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).

 Copyright © 2002-2015

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 65
   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.*

 Copyright © 2002-2015

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:

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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**

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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.

BRIGHTON TOWNSHIP:

Signature:_____

Print Name: _____

Title/Position:_____

 Copyright © 2002-2015

Brighton Township Governmental Non-ERISA Retirement Plan

BASIC PLAN DOCUMENT #P-03

Copyright © 2002-2015 All Rights Reserved.

BRIGHTON TOWNSHIP GOVERNMENTAL NON-ERISA RETIREMENT PLAN

TABLE OF CONTENTS

ARTICLE 1. INTRODUCTION 1
Section 1.01 Plan 1
Section 1.02 Application of Plan 1

ARTICLE 2. DEFINITIONS 2

ARTICLE 3. PARTICIPATION 1
Section 3.01 Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(K) Contributions 1
Section 3.02 Matching Contributions 1
Section 3.03 Employer Contributions 1
Section 3.04 Transfers 1
Section 3.05 Termination and Rehires 1
Section 3.06 Limitations on Exclusions 2
Section 3.07 Procedures for Admission 2
Section 3.08 Participants Receiving Differential Military Pay 2

ARTICLE 4. CONTRIBUTIONS 1
Section 4.01 Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(K) Contributions 1
Section 4.02 Matching Contributions 3
Section 4.03 Employer Contributions 3
Section 4.04 Rollover Contributions 4
Section 4.05 Transfers 4
Section 4.06 Military Service 5
Section 4.07 Arrangements Adopted by More Than One Employer 5
Section 4.08 Deemed IRAs 7

ARTICLE 5. LIMITATIONS ON CONTRIBUTIONS 1
Section 5.01 Maximum Amount of Annual Additions 1
Section 5.02 Annual Limitation on Grandfathered 401(k) Contributions 1

ARTICLE 6. VESTING 1
Section 6.01 Participant Contributions 1
Section 6.02 Employer Contributions 1
Section 6.03 Forfeitures 1

ARTICLE 7. DISTRIBUTIONS 1
Section 7.01 Commencement of Distributions 1
Section 7.02 Timing and Form of Distributions 1
Section 7.03 Cash-Out of Small Balances 2
Section 7.04 Beneficiary 3
Section 7.05 Minimum Distribution Requirements 3
Section 7.06 Direct Rollovers 3
Section 7.07 Minor or Legally Incompetent Payee 5
Section 7.08 Missing Payee 5
Section 7.09 Distributions Upon Termination of Plan 5
Section 7.10 Qualified Health Insurance Premiums for Retired Public Safety Officers 5
Section 7.11 Service Credit Transfers 5

ARTICLE 8. IN-SERVICE DISTRIBUTIONS AND LOANS 1
Section 8.01 Hardship 1
Section 8.02 Specified Age, Specified Age and Service 2
Section 8.03 Other Withdrawals 2
Section 8.04 Transfer Account 3
Section 8.04 Transfer Account 3
Section 8.05 Rules Regarding In-Service Distributions 3
Section 8.06 Loans 4
Section 8.07 In-Plan Roth Rollovers 4

ARTICLE 9. INVESTMENT AND VALUATION OF TRUST FUND 1
Section 9.01 Investment of Assets 1

 Copyright © 2002-2015

Section 9.02 Participant Self-Direction 1
Section 9.03 Individual Accounts 1
Section 9.04 Allocation of Earnings and Losses 1
Section 9.05 Voting Rights 2
Section 9.06 Life Insurance 2

ARTICLE 10. TRUST FUND 1
Section 10.01 Trust Fund 1
Section 10.02 Duties of the Trustee 1
Section 10.03 General Investment Powers 2
Section 10.04 Other Investment Powers 4
Section 10.05 Instructions 4
Section 10.06 Investment of the Fund 5
Section 10.07 Compensation and Indemnification 6
Section 10.08 Resignation and Removal 6
Section 10.09 Other Trust Agreement 7

ARTICLE 11. PLAN ADMINISTRATION 1
Section 11.01 Plan Administrator 1
Section 11.02 Investment Fiduciary 2
Section 11.03 Compensation of Plan Administrator and Investment Fiduciary 2
Section 11.04 Plan Expenses 2
Section 11.05 Allocation of Fiduciary Responsibility 3
Section 11.06 Indemnification 3
Section 11.07 Claims Procedure 3
Section 11.08 Written Communication 3

ARTICLE 12. AMENDMENT, MERGER AND TERMINATION 1
Section 12.01 Amendment 1
Section 12.02 Merger and Transfer 1
Section 12.03 Termination 1

ARTICLE 13. MISCELLANEOUS 1
Section 13.01 Nonalienation of Benefits 1
Section 13.02 Rights of Alternate Payees 1
Section 13.03 No Right to Employment 2
Section 13.04 No Right to Trust Assets 2
Section 13.05 Governing Law 2
Section 13.06 Severability of Provisions 2
Section 13.07 Headings and Captions 2
Section 13.08 Gender and Number 2
Section 13.09 Disaster Relief 2

 Copyright © 2002-2015

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.

Copyright © 2002-2015

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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

"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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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:

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

 Copyright © 2002-2015

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

 Copyright © 2002-2015

(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

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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).

 Copyright © 2002-2015

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

Section 8.01 HARDSHIP

(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

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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

 Copyright © 2002-2015

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;

 Copyright © 2002-2015

(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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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;

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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.

 Copyright © 2002-2015

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.

 Copyright © 2002-2015

(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.

Copyright © 2002-2015

Manager

From: Amber Howes <ahowes@bfgroup.com>
Sent: Wednesday, March 09, 2016 9:50 AM
To: Manager
Subject: Retirement Plan Document Restatement
Attachments: Brighton Twp 062010.pdf

Hi Brian,
It was a pleasure speaking with you yesterday afternoon. As discussed, this is routine restatement requirement set forth by the IRS requiring all qualified plans to be restated at regular intervals in order to incorporate all of the interim amendments that have occurred in the last several years into a new plan document. This way, the plan document stays updated with current language without dozens of amendments attached to it. This Pension Protection Act restatement is rolling in amendments and changes to your plan that have occurred over the past several years such as the Heroes Earnings Assistance and Relief Tax Act of 2008 or "HEART Act" that made provisions for members of the military who participate in qualified plans as well as the Worker, Retiree, and Employer Recovery Act of 2008, or "WRERA" that waived required minimum distributions for 2009 and clarified the rules allowing non-spouse beneficiaries to rollover inherited plan assets to inherited IRAs. Again, because these sections were already included on your previous plan through amendments, no changes are taking place currently to your plan.

The format has changed from your last plan as we have gone back to using the adoption agreement format along with a master plan document.

The last restatement your plan approved took place in 2010 and I have attached the resolution from that time.

Please do not hesitate to contact me with any further questions.

Have a great day,
Amber

Amber Howes
Manager, Retirement Services and Administration
Burnham & Flower Agency, Inc.

315 South Kalamazoo Mall
Kalamazoo, MI 49007
DIRECT: 269.341.4835
FAX: 269.276.4061
EMAIL: ahowes@bfgroup.com

RESOLUTION TO ADOPT
A PRE-APPROVED Volume submitter PLAN

Plan Sponsor:	Brighton Township
Address:	4363 Buno Road Brighton, Michigan 48114-9269
EIN:	38-1707140
Plan Name:	Brighton Township Governmental Pension Plan
Plan/Contract No:	GM 15582-0

The above named plan sponsor certifies that it intends to adopt the volume submitter Governmental Non-ERISA Pension Plan, sponsored by Burnham & Flower Agency, Inc. This volume submitter plan will amend and restate the above named plan and will be adopted within the extended EGTRRA remedial amendment period under Revenue Procedure 2008-23 as modified by Notice 2001-42.

AccuDraft, Inc., which is located at 940 Centre Circle, Suite 2020, Altamonte Springs, FL 32714, and whose EIN is 13-3972628, certifies that a favorable determination letter for this volume submitter Governmental Non-ERISA 401(a) plan was received from the Internal Revenue Service on March 31, 2008.

Paul Bishop
Plan Sponsor's Signature

6/28/10
Date Signed

Duane Mufine
Volume Submitter's Signature

4/30/2010
Date Signed

RESOLUTION NO. 16-___
CHARTER TOWNSHIP OF BRIGHTON
DEFINED CONTRIBUTION PLAN 401(a) RESTATEMENT

At a regular meeting of the Board of Trustees of the Charter Township of Brighton, held on March 21, 2016, the following resolution was proposed by _____, seconded by _____:

BE IT RESOLVED THAT THE Internal Revenue Service (IRS) requires plan sponsors to restate their plan documents at regular intervals and that restatement will bring the plan into compliance with the Pension Protection Act of 2006;

BE IT FURTHER RESOLVED THAT the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

BE IT FURTHER RESOLVED THAT the Supervisor and Clerk are hereby authorized and directed to execute the Plan on behalf of the Municipality.

AYES:
NAYS:
ABSENT:

RESOLUTION WAS DECLARED _____.

_____ _____
Thomas E. Murphy, Supervisor Ann M. Bollin, CMC, Clerk

Certification

I, Ann M. Bollin, duly elected Clerk, hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the Township Board of the Charter Township of Brighton, 4363 Buno Road, Brighton, Michigan, at a regular meeting held on March 21, 2016, and public notice of said meeting was given and minutes of said meeting were kept and will be or have been made available as required.

In witness hereof, I have hereunto affixed my official seal this ____ day of _____, 2016.

_____
Ann M. Bollin, CMC, Clerk

Manager

From: Amber Howes <ahowes@bfgroup.com>
Sent: Thursday, March 31, 2016 12:17 PM
To: Manager
Cc: Kim Jasiak
Subject: RE: Retirement Plan Document Restatement

Hi Brian,
Thanks for the update. We can change the provisions in the plan at any time, pre or post restatement. An amendment to your eligible classes is not required to happen at the same time as the restatement. In order for your plan to remain in compliance the restatement **must be** adopted before April 30.
A board resolution would be required to change the eligible classes. I will have Kim Jasiak in my office follow up with you on that.

Thanks,
Amber

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Planner

AGENDA TOPIC: Landscaping Design and Construction Management Services

EXPLANATION OF TOPIC: During 2016 budget discussions, the Township Board requested that a proposal for redoing the landscaping around Township Hall be attained. Staff requested that the landscape architect include landscaping for around three (3) of the most prominent sewer lift stations, around the three (3) gateway signs and Township Hall/MSP sign, and designs for a new Township Hall/MSP ground sign. This was discussed by the Township Board at the March 21st meeting. The board requested additional information related to the scope of service and fees. The attached proposal is higher than the last proposal since it includes landscaping for around the entire Township Hall building v. just the front and parking lot sides. The proposal does not include regular landscaping maintenance such as tree trimming, sign lighting if changed, or repairs for sidewalk/wall. One concept for landscaping and three (3) concepts for a new ground sign are proposed with one set of revisions included in the cost.

PEA has worked in the Brighton area on a variety of projects and has a good reputation. Attached is their quote for design and construction management. The actual landscaping work would be bid out. The Township Attorney reviewed the proposed contract.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposal from PEA
- 4/1/16 e-mail from Township Attorney

POSSIBLE COURSES OF ACTION: Approve/not approve the proposal from PEA for landscape design and construction management services not to exceed $14,300.

RECOMMENDATION: Approve the proposal from PEA for landscape design services and construction management services not to exceed $14,300.

SUGGESTED MOTION:
Motion by _____, supported by _____ to approve the proposal from PEA for landscape design services and construction management services not to exceed $14,300.

ROLL CALL VOTE REQUIRED? Yes

Civil Engineers | Land Surveyors | Landscape Architects
experienced. responsive. passion for quality.
Branch Office: 7927 Nemco Way, Suite 115 • Brighton, MI 48116
t: 517.546.8583 • f: 517.546.8973 • www.peainc.com

March 22, 2016
PEA Proposal No: PR16-164

via email: planner@brightontwp.com

Ms. Kelly Mathews
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

RE: Proposal for Landscape Architecture Services
Brighton Township: Various Sites
Brighton Township, Livingston County, Michigan

Dear Ms. Mathews:

PEA, Inc. is pleased to provide this proposal for landscape architectural services for the above-referenced project.

Project Description

It is our understanding that the Charter Township of Brighton (the Client) desires to have landscape plans prepared for numerous sites in their Township including the front and rear landscape of the Township Hall, three gateway signs and three sewer lift stations. The Client also desires to have a new monument sign designed for the Township Hall.
Based on the above information, PEA proposes the following scope of services and associated fees:

Scope of Services

A. Conceptual Design
The Client will provide PEA with a base plan for the Township Hall for their use in preparing the landscape plan. Landscape plans for the six other locations can be prepared based on available aerial photography and field measurements. PEA will meet with the Client to determine the general scope of desired plantings and gather design input from the Client. PEA will visit the seven locations and analyze the existing conditions. PEA will then prepare conceptual landscape plans and cost opinions for each location. PEA will also prepare up to three concepts for a new monument sign for the Township Hall. PEA will review the plans with the Client and make one round of revisions per Client comments.

B. Construction Documents
PEA will prepare detailed construction documents based on the approved concept plans. The construction documents will include sign wall details, irrigation plans and specifications.

C. Bidding
PEA will provide the Client construction documents for their use in bidding. The Client will prepare the bid documents and administer the bidding process. PEA will answer questions during the bidding process. PEA will review bids and provide the Client with input on selection of a contractor.

D. Construction Services

PEA will attend the pre-construction meeting with the contractor. PEA will review all plantings prior to installation. PEA will inspect the site occasionally during the installation process and be available to answer questions and respond to RFI's during construction. Full time construction observation is not included in this proposal. PEA will review all required submittals. PEA will inspect the planted areas at the time of completion and complete a punch list. PEA will complete a follow up punch list as needed and will inspect the plantings prior to the end of the one year warranty.

Fee Schedule

PEA proposes to provide the above-referenced services in accordance with the following fee schedule:

Conceptual Design	$ 4,800.00	Lump Sum
Construction Documents	$ 5,000.00	Lump Sum
Bidding	$ 500.00	Lump Sum
Construction Services	$ 4,000.00	Hourly- not to exceed

In addition to the above referenced fees, we charge at cost for reimbursable expenses such as postage, overnight mailings, reproductions, mileage and other similar items, as defined in the attached *Exhibit "A" Hourly Rate Schedule and Standard Agreement for Professional Services*.

Additional Services

PEA can provide a scope and fee for the following services upon request:

- Any other services and/or revisions not specifically described in the Scope of Services herein.

Assumptions and Understandings

Unless otherwise indicated in the proposal above, the following assumptions and understandings apply to this project:

- Client will be responsible to pay all application and permit fees.
- Site Lighting is not included in the scope of work.
- Revisions to the plans after PEA has started the construction drawings may result in additional services that will be invoiced on an hourly basis according to the hourly rate schedule that is attached to this proposal.
- PEA will not accrue fees in excess of the above-established fees without further authorization.

- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Exhibit *"A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

We thank you for the opportunity to submit this proposal. When signing this proposal, The Charter Township of Brighton understands and accepts the fact that payment for services rendered is due within 30 days of the date of our invoice. The Client agrees that payments to PEA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings.

Ms. Mathews, if this proposal and the attached Exhibit *"A" (Hourly Rate Schedule and Standard Agreement for Professional Services)* are acceptable to you, please sign below and return one copy.

Sincerely,

PEA, Inc.

Jeffrey T. Smith, PLA, LEED AP
Director of Landscape Architecture

Enclosure: Exhibit "A"

Charter Township of Brighton
"Client"
Signatory is responsible for payment

By: _____

Printed Name: _____

Title: _____

Dated: _____

Email: _____

Phone: _____

Fax: _____

EXHIBIT "A"

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

(Hourly Rate Schedule is subject to annual increases)

3 PERSON SURVEY CREW	$165.00
2 PERSON SURVEY CREW	150.00
1 PERSON SURVEY CREW	125.00
LANDSCAPE ARCHITECT	95.00
LANDSCAPE DESIGNER II	78.00
LANDSCAPE DESIGNER I	50.00
SURVEY/ENGINEERING TECHNICIAN IV	95.00
SURVEY/ENGINEERING TECHNICIAN III	85.00
SURVEY/ENGINEERING TECHNICIAN II	75.00
SURVEY/ENGINEERING TECHNICIAN I	65.00
CAD TECHNICIAN III	75.00
CAD TECHNICIAN II	70.00
CAD TECHNICIAN I	65.00
SENIOR PROJECT MANAGER	$140.00
PROJECT MANAGER	135.00
SENIOR PROJECT SURVEYOR/ENGINEER	120.00
PROJECT SURVEYOR/ENGINEER	115.00
SENIOR STAFF SURVEYOR/ENGINEER	100.00
STAFF SURVEYOR/ENGINEER III	90.00
STAFF SURVEYOR/ENGINEER II	85.00
STAFF SURVEYOR/ENGINEER I	80.00
PROJECT DESIGNER II	110.00
PROJECT DESIGNER I	90.00
CONSTRUCTION OBSERVER	75.00
ADMINISTRATIVE SERVICES	50.00

Troxler Nuclear Density Meter $50/day + Operator's Time
Expert Testimony and/or Depositions 50% added to Hourly Rate Schedule

REIMBURSABLE EXPENSES

The following expenses, when incurred in direct connection with the Project, will be charged at the rate shown:

Transportation, lodging and subsistence for out-of-town travel	Cost + 10% Administration Fees
Photographs, shipping and express delivery charges, and Project related purchases	Cost + 10% Administration Fees
Vehicle Mileage from PEA offices, exceeding a 30-mile radius will be charged at	$0.65 per Mile
Obtain Subcontractors/Subconsultants to perform specialty work	Their Fee + 15% Administration Fees
Printing and reproduction	Commercial Rates
Application Fees	Cost + 10% Administration Fees

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I – AGREEMENT. This Agreement between the parties identified herein consists of the terms in the "Standard Agreement for Professional Services", the Hourly Rate Schedule and the Proposal. PEA refers to Professional Engineering Associates, Inc., which includes all Departments of PEA. CLIENT refers to person or entity with which PEA has contracted to perform professional services. Project refers to the scope of services outlined in the Proposal. PEA agrees not to begin work until the Proposal Exhibit "A" is executed by both parties.

ARTICLE II – SCOPE OF SERVICES. PEA's professional services under this Agreement extend only to those services specifically described in the Proposal. Other services will be considered as Additional Services. Should changes be made in the plan or phasing or implementation of the plan following initiation of the effort included within the scope of work, the CLIENT accepts that the extra effort and expenses necessary due to these changes will be treated as Additional Services. If upon the request of the CLIENT, PEA agrees to perform Additional Services, then CLIENT agrees to pay PEA for the performance of such Additional Services in accordance with the Hourly Rate Schedule. PEA will not accrue fees for Additional Services with without further authorization from the Client. All meetings and/or site visits requested beyond the maximum number indicated in the Scope-of-Work shall be billed on a Time and Material basis as Additional Services based on the Hourly Rate Schedule for Professional Services.

PEA may incorporate "Performance Specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, Subcontractors, Manufacturer and/or Supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials. The Contractor, their Subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the CLIENT for loss or damage caused by defective or deficient design, manufacture or performance. PEA's shop drawing review is strictly to determine that manufactures and suppliers have referenced the appropriate operating conditions and environment.

If PEA's services are delayed or suspended in whole or in part by CLIENT, act of God or other reason beyond PEA's control, or if PEA's services are extended by Contractor's actions or inactions for more than 90 days through no fault of PEA, PEA shall be entitled to equitable adjustment of rates and amounts of compensation and extension of deadline provided for elsewhere in this Agreement to reflect reasonable costs incurred by PEA in connection with, among other things, such delay or suspension and reactivation.

ARTICLE III – CONFIDENTIALITY. PEA shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PEA is required to disclose by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PEA may use and publish CLIENT'S name and a general description of the Services in describing PEA's experience to other CLIENTS or potential CLIENTS.

ARTICLE IV – STANDARD OF CARE. PEA shall perform or furnish professional engineering and related services as outlined in the Proposal for all phases of the Project to which this Agreement applies. PEA may employ Consultants, as PEA deems necessary to assist in the performance or furnishing of the services. PEA will assist the CLIENT in preparing applications and supporting documents for the CLIENT to secure permits and approvals from agencies having jurisdiction over the Project. The CLIENT agrees to pay all application and review fees. PEA shall perform the Services with the care and skill ordinarily exercised by members of PEA's profession practicing in the same locality under similar conditions. PEA makes no other warranty or guarantee, express or implied, in connection with this Agreement, the performance of the services or in any report, opinion or other document developed as part of the Services.

PEA and CLIENT shall comply with applicable Laws or Regulations. This Agreement is based on these requirements as of the Proposal date. Changes to these requirements after the Proposal date of this Agreement may be the basis for modifications to CLIENT'S responsibilities or to PEA's scope of services, times of performance, or compensation.

Information Provided by Others: Where PEA indicates to the CLIENT the information needed for rendering of services hereunder, the CLIENT shall provide PEA such information as is available to the CLIENT and the CLIENT'S Consultants and Contractors, and PEA shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for PEA to assure the accuracy, completeness and sufficiency of such information including aerial surveys, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PEA harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT or its agents or contractors to the PEA.

In consideration of the benefits to the CLIENT of employing the "fast track process" (in which some of PEA's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to PEA, the CLIENT agrees to waive all claims against PEA for design changes and modifications of portions of the work already constructed due to the CLIENT'S decision to employ the "fast track process".

CLIENT shall be responsible for, and PEA may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PEA pursuant to this Agreement.

ARTICLE V – SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA. CLIENT shall provide PEA with lawful access to the site(s) where the services are to be performed. CLIENT shall defend PEA from any challenge to such right-of-entry and shall indemnify and hold PEA harmless from any claims of trespass which may occur and all costs and attorneys' fees incurred by PEA as a result of any such claim. PEA will take reasonable measures to minimize damage to the site and disruption resulting from operations thereon; however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (i.e., soil borings, test pits, surveying, etc.), the correction of which shall not be PEA's responsibility unless otherwise agreed to by the parties. CLIENT shall supply PEA with information available in CLIENT'S file on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the services are to be performed. PEA shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of services. PEA shall not be liable for damage to underground utilities or structures not disclosed in writing to PEA.

In accepting this Agreement for consulting services, it is acknowledged by both parties that PEA's scope of services does not include any services related to a Hazardous Environmental Condition. In the event PEA or any other party encounters a Hazardous Environmental Condition, PEA may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

ARTICLE VI – BILLING, PAYMENTS AND COLLECTION. Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PEA's Proposal and this Agreement.

Retainage – Should the client be required to make an initial payment (Retainer) as indicated in the Proposal this retainer shall be held by PEA and applied against the final invoice. PEA reserves the right to apply the retainer to invoices that are past due upon which occurrence the CLIENT agrees to reinstate the retainer prior to PEA resuming work.

Invoicing – Progress invoices will be submitted to the CLIENT approximately once a month and a final bill will be submitted upon completion of the services. Invoices shall be considered PAST DUE if not paid within 30 calendar days of the invoice date. CLIENT agrees that the periodic billing from PEA to CLIENT are correct, conclusive, binding on CLIENT and due and payable in full unless CLIENT, within 10 calendar days from the date of receipt of such billing, notifies PEA in writing of alleged inaccuracies, discrepancies, or errors in billing. Any portion of the invoice not included in the notification shall be paid within 30 days of receipt of the invoice. It is agreed that all invoices 30 days past due cannot be contested. Payments shall also be received directly from the CLIENT with no delay due to any third party agreements.

Late Fees – If payment is not received by PEA within 30 calendar days of the invoice date, the CLIENT shall pay interest on the PAST DUE amount at the rate of 18% per annum (for business entities) or 7% per annum (for individuals), as the case may be. Payment thereafter shall first be applied to costs of collection, then to interest and then to the unpaid contract amount.

Collection Costs – CLIENT shall pay to PEA all costs of collection (including the costs and fees of both in-house and outside counsel), whether or not an action or other proceeding is commenced. In the event legal action is necessary to enforce the payment provisions of this Agreement. PEA shall be entitled to collect from the CLIENT any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by PEA in connection therewith and, in addition, the reasonable value of PEA's time, consultant's fees, and expenses spent in connection with such collection action, computed at PEA's prevailing Hourly Rate Schedule and expense policies.

Suspension of Services – If the CLIENT fails to make payment when due or otherwise is in breach of this Agreement, then PEA may, in addition to its other rights and remedies hereunder and under applicable law, terminate or suspend performance of services upon 7 calendar days' notice to the CLIENT. PEA shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Failure to make payment within 60 days of invoice date shall constitute a release of PEA from any and all claims which CLIENT may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

Lien Rights – PEA hereby notifies CLIENT that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of PEA, CLIENT agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq. The CLIENT agrees that the services by PEA are considered property improvements and the CLIENT waives the right to any legal defense to the contrary.

ARTICLE VII – LIMITATION OF LIABILITY. It is expressly agreed that the CLIENT's maximum recovery against PEA relating to the professional services performed hereunder, whether in contract, tort, or otherwise, is the amount of PEA's fee and that an award of damages not to exceed such fee is CLIENT's sole and exclusive remedy against PEA. Under no circumstance shall PEA be liable for client's loss of profit, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Where PEA's fee exceeds $250,000 CLIENT's maximum recovery against PEA will not exceed $250,000.

ARTICLE VIII – INDEMNIFICATION. Subject to Article VII above, PEA shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, employees, consultants and its agents from and against any and all costs, losses, and damages (including but not limited to all actual and reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PEA or PEA's officers, directors, partners, employees, consultants, contractors or agents, in the performance and furnishing of PEA's services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA, PEA' s officers, directors, partners, employees, consultants and its agents, from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and

all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, consultants, contractors or agents, with respect to this Agreement or the Project.

To the fullest extent permitted by law, PEA's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of PEA and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PEA's negligence bears to the total negligence of CLIENT, PEA, and all other negligent entities and individuals.

In addition to the indemnity provided in this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA and its officers, directors, partners, employees, consultants and its agents, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom.

ARTICLE IX – WORKSITE SAFETY / PEA SITE VISITS. PEA will comply with CLIENT'S reasonable rules and regulations governing PEA's activities on CLIENT'S premises to the extent that the same are provided to PEA prior to the start of the Services. PEA will be responsible only for the on-site activities of its employees.

If the Services include site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PEA shall assume no responsibility or authority for supervision or control over any Contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PEA and consultants shall be indemnified and shall be listed as additional insureds under the General Contractor's General Liability Insurance Policy.

PEA shall not be responsible for the acts or omissions of any Contractor(s), Subcontractor or Supplier, or of any of the Contractor's agents or employees or any other persons (except PEA's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of PEA. PEA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

ARTICLE X – CONSTRUCTION PHASE SERVICES.

Should CLIENT provide Construction Phase services with either CLIENT'S representatives or a third party, PEA's basic services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the attached Proposal.

Under these conditions it is understood and agreed that PEA's basic services under this Agreement do not include project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against PEA that may be in any way connected thereto.

Should the CLIENT or CLIENT'S representative encounter a conflict during construction between plans and specifications or field inspection, either among themselves or with the requirements of any and all reviewing and permit-issuing agencies, CLIENT shall seek clarification in writing from PEA before commencement of construction. Failure to do so shall relieve PEA from any and all liability resulting in this matter.

ARTICLE XI – REUSE OR ALTERATION OF DOCUMENTS. Documents prepared by PEA are instruments of its services and PEA retains all common law, statutory and other reserved rights, including copyright. Subject to the timely payment and performance by CLIENT of its obligations hereunder, PEA grants to CLIENT a limited license to use such document in connection with the Project.

Reuse of Documents: All documents, including but not limited to the calculations, drawings, and specifications prepared by PEA pursuant to this Agreement, whether in hard copy or machine readable form, are related exclusively to the Projects described herein. No documents prepared by PEA pursuant to this Agreement are intended or represented to be suitable for use by the CLIENT or others on extensions of this current Project, or for reuse in any other location.

Further, in the event that PEA's services under this Agreement are terminated for any reason prior to completion of the services described herein, then PEA shall not be responsible for any incomplete documents. Any continued use of PEA's documents on this Project, whether in hard copy or machine readable form, or any use on any other location, with or without any changes or adaptations, made after termination of PEA prior to completion of PEA's services according to this Agreement will be at the CLIENT'S sole risk and without liability or legal recourse to PEA; and the CLIENT shall indemnify and hold PEA harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom.

The CLIENT recognizes that changes or modifications to PEA's instruments of professional service introduced by anyone other than PEA may result in adverse consequences that PEA can neither predict nor control. Therefore, in consideration of PEA's Agreement to deliver its instruments of professional service in machine-readable form, the CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify PEA from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected in the modification, misinterpretation, misuse, or reuse by other of the machine readable information and data provided by PEA under this Agreement. The foregoing indemnification applies to any use of the Project documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by PEA.

Ownership and the right to exclusive possession of all documents, including but not limited to reports, letters, applications, drawings, and specifications, prepared by PEA pursuant to this Agreement whether in hard copy or machine readable form, belong to PEA until payment has been made in full by CLIENT pursuant to either the Fixed Fee Agreement or the Hourly Rate Agreement, as invoiced by PEA to CLIENT.

Photographs of any completed Project embodying the services of PEA provided hereunder may be considered as its property, and may be used in publications, marketing materials, and other literature prepared by or on behalf of PEA.

ARTICLE XII – PROGRESSION OF WORK. Neither CLIENT nor PEA shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, work performed out of sequence or demands or requirements of governmental agencies.

ARTICLE XIII – DISPUTE RESOLUTION – for Professional Liability

Mediation – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of PEA's services, PEA may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

PEA and CLIENT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be made by a written notice to the other party to this Agreement and to the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitrations or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

Any claim, dispute and other matters in question between the parties that are not resolved by mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be conducted at the Southfield, Michigan, offices of the American Arbitration Association before a panel of three (3) arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made more than one (1) year after the matter on which such demand is based first arose, or after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter is question would be barred by the applicable statute of limitations whichever is less. No claim or defense by CLIENT against PEA predicated on an allegation of professional negligence by PEA may be asserted unless accompanied by a written opinion by a duly licensed expert in PEA's field of expertise setting forth such expert's opinion that, considering all of the facts and circumstances evaluated by such expert, the acts or omissions of PEA materially deviated from the applicable industry standard of care. Such a written opinion shall be a condition precedent to filing or otherwise asserting any claim or defense predicated on professional negligence, and CLIENT's failure to include such an opinion with any

such claim or defense shall entitle PEA to an immediate summary dismissal with prejudice of such claim or defense for failure to state a claim or defense upon which relief may be granted.

No arbitration arising out of or relating to the Project shall include, by consolidation or joinder or in any other manner, PEA, PEA's employees or consultants, except by written consent containing specific reference to the Agreement and signed by PEA, the CLIENT, the contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the CLIENT, contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the CLIENT or the contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described therein or with a person or entity not named or described therein. The foregoing Agreement to arbitrate and other agreement to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Expense of Litigation – If litigation or arbitration related to the services performed is initiated against PEA by the CLIENT, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to PEA, the CLIENT shall reimburse PEA its reasonable attorney's fees, reasonable experts' fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by PEA's normal hourly billing rates, of the time devoted to the proceedings by PEA's employees.

ARTICLE XIV – SUSPENSION OF WORK. The CLIENT may suspend services performed by PEA with cause upon 7 days written notice. PEA shall submit an invoice for services up to the effective date of the work suspension and the CLIENT shall pay PEA all outstanding invoices within 14 days. If the work suspension exceeds 30 days from the effective work suspension date, PEA shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

ARTICLE XV – TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon 7-calendar day's written notice. Upon receipt of notice of termination from CLIENT, PEA shall immediately cease work and take all reasonable steps to minimize costs relating to termination. In the event of any termination, PEA will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by PEA as a result of such termination. In the event PEA's compensation under this Agreement is a Fixed Fee/Lump Sum, upon such termination the amount payable to PEA for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by PEA, the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

ARTICLE XVI – SUCCESSOR, ASSIGNS. This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

PEA shall not be required to sign any documents, no matter by whom requested, that would result in PEA's having to certify, guarantee or warrant the existence of conditions whose existence that PEA cannot ascertain. CLIENT agrees not to make resolution of any dispute with PEA or payment of any amount due to the PEA in any way contingent upon PEA's signing any such certification.

ARTICLE XVII – SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the CLIENT and PEA will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

ARTICLE XVIII – APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the parties consent to exclusive jurisdiction of all disputes hereunder in the State of Michigan.

ARTICLE XIX – ENTIRE AGREEMENT. CLIENT, by signing the attached Proposal, acknowledges that this Agreement has been read, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PEA Proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The CLIENT is expressly prohibited during the term of, and for one year following the expiration or termination of this Agreement, and it will be considered a material breach of this Agreement, to solicit for the purposes of employment an employee of PEA without the prior written consent of PEA. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PEA shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. Each person signing the Proposal represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

S:\PROPOSALS\REFERENCES\2016 standard attachments in progess\PEA EXHIBIT A 2016.doc

Corporate Profile and Qualifications

Landscape Architecture Experience

Civil Engineers | Land Surveyors | Landscape Architects

experienced. responsive. passion for quality.

7927 Nemco Way, Suite 115 | Brighton, MI 48116 | t: 517.546.8583 | f: 517.546.8973 | www.peainc.com | email: peainfo@peainc.com

Company Profile

Corporate Office
2430 Rochester Court, Suite 100
Troy, MI 48083
T: 248.689.9090
F: 248.689.1044

Branch Office
7927 Nemco Way, Suite 115
Brighton, MI 48116
T: 517.546.8583
F: 517.546.8973

www.peainc.com

PEA Business Status
Privately Owned Corporation
Established 1947

Current Staff Level
70+

Core Services
Civil Engineering
Land Surveying
Landscape Architecture

Markets
Healthcare
Higher Education
Industrial
K – 12
Office
Parks and Recreation
Residential
Retail | Restaurant
Senior Living
Utilities and Energy

Civil Engineers | Land Surveyors | Landscape Architects

experienced. responsive. passion for quality.

Awarded 2014 Michigan Chapter American Society of Landscape Architects (ASLA) Design Awards for 3 Projects

Awarded 2009 MiASLA "Firm of the Year"

PEA is client focused, specializing in Civil Engineering, Land Surveying and Landscape Architecture consulting. Serving southeastern Michigan since 1947, our services have expanded throughout the state and nationally. PEA is registered to provide professional services in over 20 states through our two Michigan offices.

Our clients are served by registered professional engineers, land surveyors, landscape architects, LEED accredited professionals, as well as experienced technical and administrative support staff. PEA is also prequalified by many government agencies to provide professional services.

Clients have indicated they appreciate the proactive responsive service and communication, as well as our focus on budgets, deadlines and timetables. Our staff is dedicated to maintaining consistently high standards in design that result in high-value construction projects. While dedicated to following the requirements of our clients, PEA is able to provide ideas to maximize the return on the client's time and financial investment.

Successful long-term relationships are the foundation for our progress. These bonds have been developed through our client-focused culture, broad range of services and knowledgeable, passionate staff committed to design ideals of value and sustainability. PEA's clients are the ultimate benefactor of our approach. We look forward to helping you achieve your goals and making you successful.

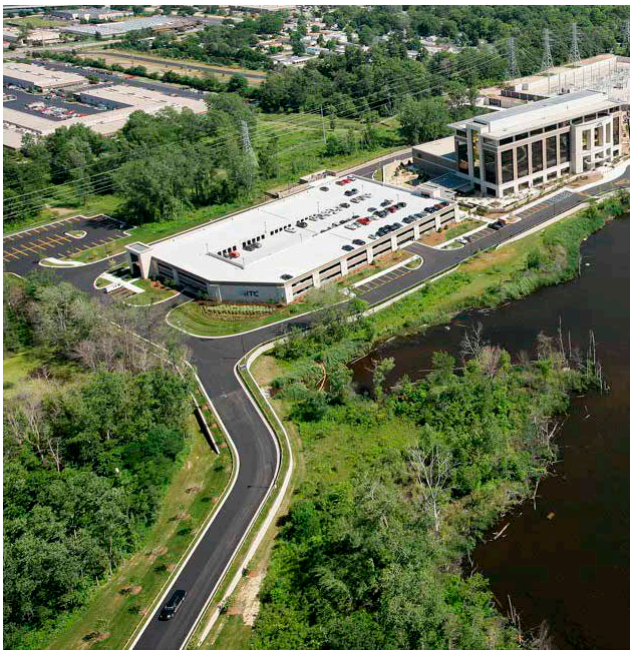
PEA Core Services

- Civil Engineering
- Land Surveying
- Landscape Architecture

PEA Specialized Services

- ADA Consulting
- Construction Inspection
- Expert Witness
- Floodplain Management
- Geotechnical Engineering
- Municipal Engineering
- Pavement Management
- Property Condition Assessments
- Sustainable Design
- Wetland Evaluation

Services | Civil Engineering



"We have worked with PEA for 12 years on road infrastructure projects within Livingston County. During this time, PEA has provided quality responses and service on public projects contracted directly with LCRC and has collaborated effectively with LCRC staff..."

Livingston County Road Commission

Land development can be a daunting venture, filled with potential pitfalls and tripwires that threaten your investment. Let PEA be your guide. Our clients have been entrusting us to navigate the land development process since 1947.

Our project managers and engineers have helped clients resolve all types of land development issues, from the initial site feasibility study or site selection to final construction sign-off, both locally and nationally.

We are cognizant of our clients' schedule and budget. Thus, we developed our 'Design for Review' approach to projects, with the goal of developing engineering documents that clearly present what the review agency needs to see and comprehend to complete their review in as few iterations as possible. This method saves our clients the single most precious commodity that cannot be replaced: time.

We apply unique, project specific value-engineered solutions to solve our clients' problems, without sacrificing design integrity or sustainability.

- Engineering Design
- Infrastructure System Design and Management Plans
- Permitting and Regulatory Agency Assistance
- Site Planning and Zoning Consulting
- Site Selection and Feasibility Studies
- Specialty Services
- Stormwater Management Plans

Services | Land Surveying

Whether you are buying, selling, dividing property or just taking inventory of your trees and wetlands, PEA is available to produce the documents necessary to facilitate your project and meet municipal, county and state requirements. We pride ourselves on client service first and foremost.

Your project will be assigned to one of our professional land surveyors to provide schedules, analysis and maintain quality control and open communication. Our staff members are OSHA|MUST trained, integrally involved with the Michigan Society of Professional Surveyors (MSPS) and routinely serve as adjunct faculty at local community colleges as land surveying experts.

Our end-product presentation, accuracy and detail provide our clients and design team with functional site information. Digital photos, zoning reports, title reports and flood zone maps offer insight and opportunities to prevent surprises and avoid delays.

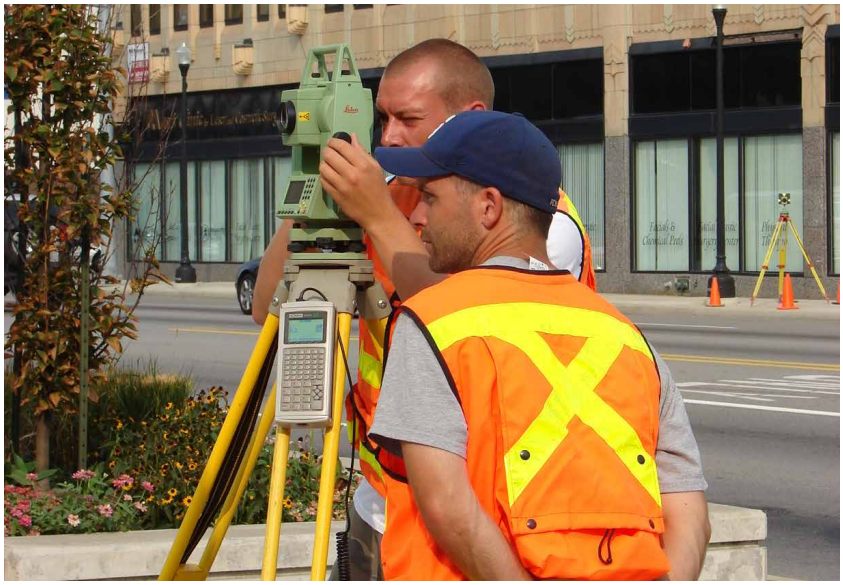
As professionals we strive to be efficient and creative by using electronic surveying technologies such as Robotics, GLONASS enabled Global Positioning Systems (GPS) and Digital Levels. We invest in current software packages to reduce processing time and also in communication systems with field staff to promote just-in-time data transfer.

PEA's land surveying services are centered on the schedules of our clients, and are designed to be responsive to their needs. With a number of field crews trained in all of the services we provide, PEA will guide you through the entire process—from ALTA to As-Built survey.

- Act 132 Certificate
- Aerial Photo Control
- ALTA | ACSM Land Title
- Architectural Survey
- Boundary Survey
- Condominium Documents
- Construction Staking
- Seismic Survey
- Subdivision Plats
- Topographic Survey
- Tree Survey
- Precision Monitoring

"PEA has completed numerous civil/site engineering and land surveying efforts on many of the properties operated and/or planned by the Howell Public School District. I regularly seek PEA's advice on troubleshooting property and site infrastructure issues..."

Howell Public Schools

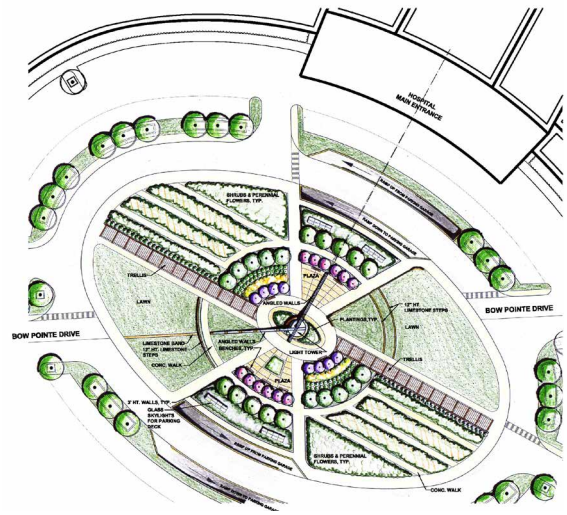


Services | Landscape Architecture

Landscape Architecture is about creating a sense of place in a world that has an increasing sense of sameness. We strive to create a unique sense of place for our clients' projects that are symbiotic to site characteristics.

PEA excels in both functional and bold design that serve the specific needs of our diverse client base. Our landscape architecture services range greatly from complex site planning to detailed landscape design.

Our team of licensed Landscape Architects and LEED accredited professionals have a distinguished project history of successful **sustainable solutions** and **award winning site designs**.



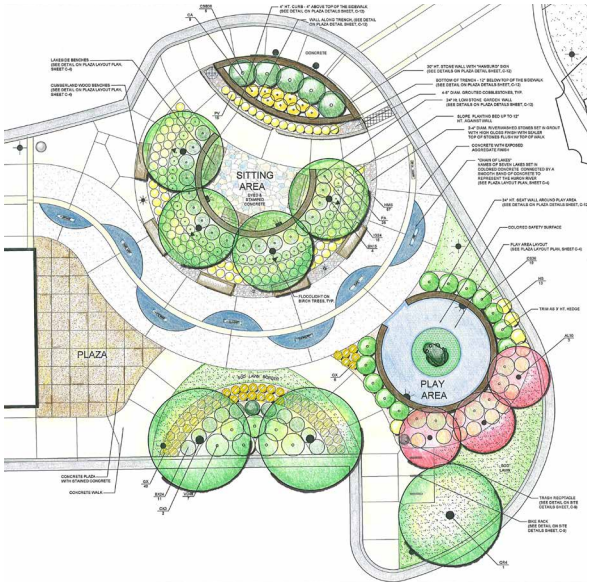
In 2014, PEA received 3 project awards from Michigan Chapter American Society of Landscape Architects (MiASLA):

Honor Award –
- Warren Technical Center Walking Path
- McLaren Proton Therapy Center Courtyard Garden

Merit Award –
- Visitor Entrance, Milford Proving Ground

"PEA provided exceptional performance, resolved issues timely, required minimal supervision and worked extremely well with all township and government agencies. I look forward to working with this group in the future on other projects."

REDICO Management, Inc.



Landscape Architecture Projects

Landscape Architecture is about creating a sense of place in a world that has an increasing sense of sameness. We strive to create a unique sense of place for our clients' projects that are symbiotic to site characteristics.

PEA excels in both functional and bold design that serve the specific needs of our diverse client base. Our landscape architecture services range greatly from complex site planning to detailed landscape design.

Our team of licensed Landscape Architects and LEED accredited professionals have a distinguished project history of successful sustainable solutions and award winning site designs.

In 2009, PEA was awarded the honor of the Michigan Chapter American Society of Landscape Architects (MiASLA) "Firm of the Year" for our contributions to the Profession of Landscape Architecture. In 2014, PEA received 3 project awards from MiASLA.

City of Brighton Millpond Master Plan
Brighton, Michigan

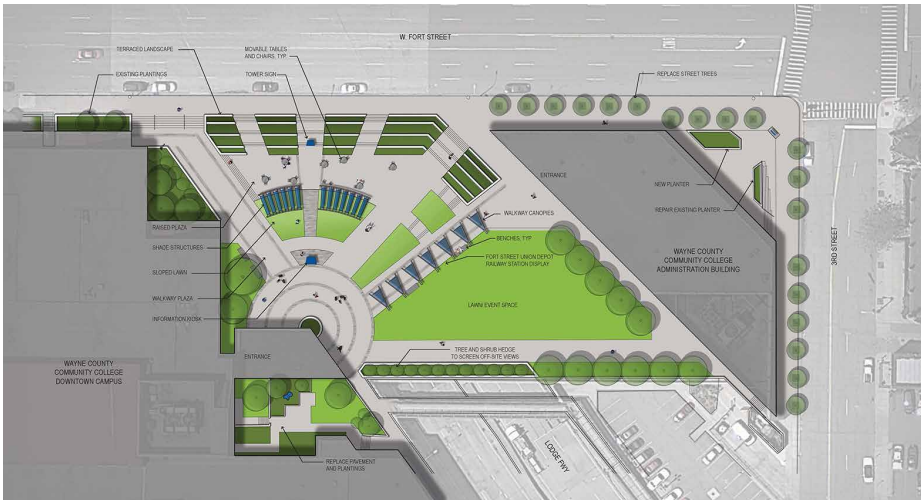
PEA completed a master plan of the primary pedestrian amenity for the City of Brighton including a plaza, civic gathering space, amphitheater, band shell, outdoor eating areas and pedestrian walkways. The project included an evaluation of the previous master plan of the site and the development a series of Design Guidelines for the site as well as a conceptual and final master plan for the property.

The design creates a completely new look for the heart of downtown Brighton and provides amenities that will create a vibrant gathering and entertainment space for the community.

Services Provided
Site analysis, place evaluation, master plan evaluation report, design guidelines report, conceptual design, final design.

Wayne County Community College Downtown Campus (WCCCD) Site and Landscape Modernization Project

Detroit, Michigan



PEA provided WCCCD with an in-depth visual analysis of the existing site conditions and use of the property. PEA prepared a graphic report that diagrams the strengths, weaknesses and opportunities of the existing site, to include:

- "wow" factor assessment,
- indoor | outdoor relationships,
- impact of below grade utilities | site features,
- "greening" opportunities,
- wayfinding, service functionality,
- parking capacity | needs and student | staff co-mingling,
- gathering and multi-purpose event space opportunities.

Upon receipt of input from guidelines, we prepared several concept sketches to convey options for campus improvement based on the site analysis. A final conceptual master plan and cost opinion illustrated the following proposed improvements:

- new pedestrian plaza,
- outdoor amenities,
- landscaping,
- signage,
- site furnishings,
- other features intended to improve the outdoor campus space.

Services Provided

Site analysis, design guidelines, preliminary concept sketches, final conceptual master plan.

Visitor Entrance, Milford Proving Ground | Building 23 Landscape Enhancements

Milford, Michigan

2014 Michigan Chapter of ASLA Merit Award

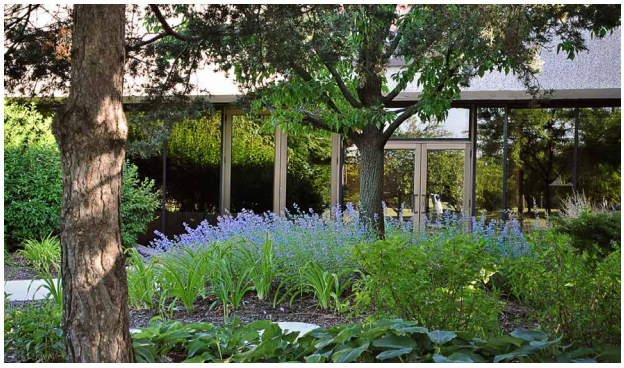
This project restructures and enhances the landscape at the primary visitor entrance and prominent office building on a 4,000-acre engineering campus and automotive testing facility. No lawn, no irrigation and a visual image of progressive sustainability are successfully attained project goals. PEA was commissioned to design this new look for the visitor entrance and adjoining grounds of Building 23, which was converted to a hybrid battery design center.

Lawn and overgrown junipers that posed a dated appearance are replaced by angled ribbons of native plants and crushed stone. The bold, contemporary pattern reflects the strong lineal geometry found on Building 23 and is reminiscent of the sites straight test tracks. A curved wall with contrasting tall native grasses and low ground cover add a visual element of motion to the landscape, again reflecting the site's testing facilities. A new sinuous walkway to the building follows the natural flow of pedestrians to the site and provides a striking visual contrast to the uniform pattern on the ground plane.

This award-winning project was designed to LEED standards and is highly sustainable. By "organizing" the various ground covers, this design eliminates the perception that no-mow landscapes might appear wild or inappropriate for an office setting. The non-mowed | irrigated landscape is environmentally friendly, attractive and interesting year round.

Hamtramck Visitor Center Landscape Enhancements

Hamtramck, Michigan



This challenging design project serves as the first impression of the Detroit-Hamtramck Assembly Plant as well as an important symbol of the substantial environmental stewardship efforts taking place on the site. The design is intended to demonstrate to visitors that they are entering a high-tech, innovative facility committed to sustainability. All of this was accomplished through what was essentially a sidewalk replacement project.

The existing visitor entrance was a relic of the past that presented a misleading image of the facility's ideology. This design replaces the existing sidewalk and plaza at the main entrance with a new walkway that symbolizes the environmental stewardship efforts on the property, including the addition of 16.5 acres of certified wildlife habitat; the reduction of pavement; the installation of the largest photo voltaic solar array in Southeast Michigan (*6 acres of solar panels to charge electric vehicles*); as well as the new product line of the facility, the electric car.

PEA accomplished the design challenge by symbolizing the electric car and the solar array project by creating an easily recognizable voltage symbol in a concrete pad that replaces the main sidewalk and adds new vehicle display pads to showcase the latest electric vehicles. Along the sidewalk, a rain garden with native plantings replaced what was a paved plaza. This provides environmental benefits while symbolizing the larger pavement removal and native planting efforts on the property.

The design of the visitor entrance has been successful in increasing awareness of the environmental stewardship efforts on the site while dramatically improving the first impression of the facility.

2011 Michigan Chapter of ASLA Merit Award

Warren Technical Center Walking Path
Warren, Michigan

General Motors engaged PEA to design a 1.4-mile, exercise pathway for their corporate campus – a workplace for 16,000 engineers, designers and technicians. The site location for the pathway presented a unique challenge: it awkwardly featured an abandoned, reinforced concrete, vehicular test track posing a blighted appearance to the campus. Because removing the test track would be cost prohibitive and wasteful, PEA developed a plan to convert the track into a pervious surface by mechanically cracking the pavement.

Over 60,000 cubic yards of soil were moved from elsewhere on the campus to cover the cracked concrete and provide a seed bed for deep rooted, native meadow plants that will continue to separate the cracked concreted. A meandering 8-foot wide asphalt pathway with seating areas and groves of trees completes the design.

This sustainable solution eliminates the negative impacts of the test track without the cost and environmental waste of removing the pavement. The site is now an attractive meadow with a popular walking path enjoyed by many on the campus.

2014 Michigan Chapter of ASLA Honor Award

Building 30 Nature Garden | Milford Proving Ground

Milford, Michigan

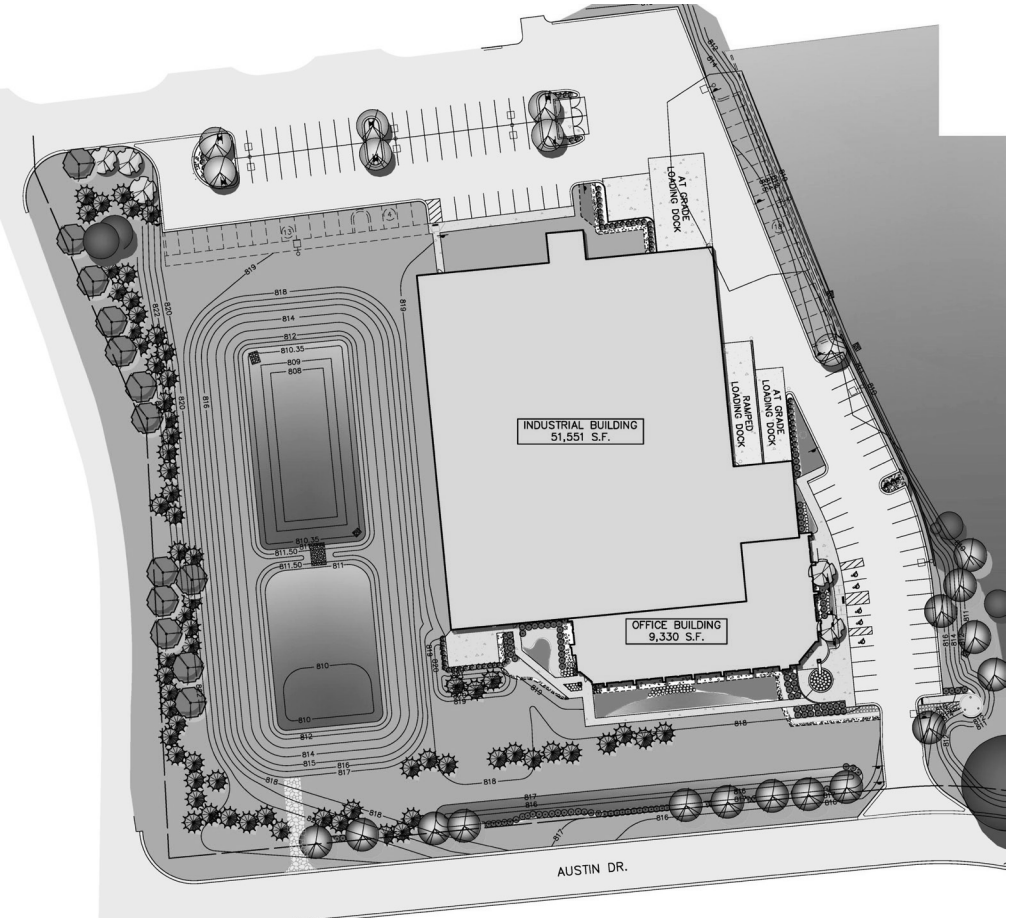
PEA designed a nature garden and outdoor break area for employees at the Milford Proving Ground campus. This extremely sustainable project converted the location of the former Building 30 to a beautiful native plant garden. The centrally located site was cleared of the former building and redesigned by PEA to provide a series of pathways that not only provide stunning views of the surrounding woodlands, but wind through intricately designed gardens with a diverse palette of native plants.

The garden is located along a designated walking route on the vast Campus. As part of this project, a ¼ mile walking path was added through the mature hardwood forest adjacent to the gardens. The pathway was constructed from recycled asphalt millings from pavement projects on campus.

Items of interest in the garden include thousands of native plants, giant boulders, vibrant colored benches, an artistically designed dry stone stream bed, wildlife habitat specifically designed for the endangered Karner Blue butterfly, a bluestone paver sitting area under a pergola and tables and chairs, a pavilion and greenhouse. The greenhouse provides fresh produce for the campus cafeteria.

The garden entices employees out of their cubicles to interact with nature which contributes to employee health and satisfaction by helping to reduce stress and provide an opportunity for exercise during the work day.

Rayconnect Industrial Building
Rochester Hills, Michigan



The Rain Water harvesting system combined with the water conserving irrigation design saves 432,750 gal. of water per year.

This project consisted of the construction of a 51,551 sf industrial building on 8.9 acres along Devondale Road and Austin Avenue in Rochester Hills, Michigan, which also involved an extension of Austin Avenue to service the site, stormwater detention, sanitary sewer service, a public water main extension, landscaping and wetland management. This is LEED Certified at the gold level and was designed with numerous sustainable techniques such as the implementation of a sophisticated rainwater harvesting system that irrigates prominent landscape areas with captured rain water. Rayconnect is the first LEED gold project in Rochester Hills and only the second industrial building in the State of Michigan to be certified at the gold level.

Services Provided

Site plans for City approval, topographic survey, wetland plans, landscape design and detailed engineering construction plans for all site work, obtained all site work permits. The site stormwater management system consists of a detention system that is sized to accommodate a 25-year rain event, a bioswale and filtered stormwater run-off to the existing on-site wetlands. The rainwater harvesting system combined with the water conserving irrigation design saves 432,750 gallons of water per year. PEA provided site and landscape LEED certification submittal design and documentation.

Botsford Cancer Center
Farmington Hills, Michigan

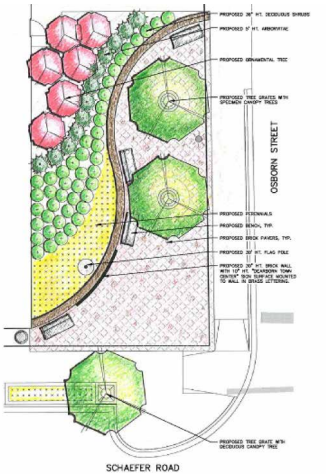
PEA designed the site for Botsford Cancer Center which included sustainable design and preservation of the historic Botsford Inn built in the 1830's.

The site was designed with the intent of being sustainable and to help acquire points towards LEED (Leadership in energy and environmental design) certification through the U.S. Green Building Council. Bioswales with native plantings line the parking lot areas to treat and cleanse the stormwater runoff from the site. Native plantings are used as well as adapted plantings that require little or no irrigation.

The project was awarded LEED Certification at the silver level from the USGBC.

Services Provided
Site inventory and analysis, topographic survey, tree survey, site design, grading, site plan approval, landscape design, surveying, LEED submittal preparation.

Dearborn Town Center | Mixed-Use
Dearborn, Michigan



The use of water conservation techniques saves 11,883 gal. of water per year.

PEA designed roads, streetscape and two public gathering spaces along Michigan Avenue, Schaefer Road, and Osborne Street in the City of Dearborn. The project incorporated multiple sustainable design features into the plan for a 5-acre mixed-use development that contained a 4-story medical office building. The main plaza is located across from Dearborn City Hall and is intended as a prominent public gathering space. This project is LEED (Leadership in Energy and Environmental Design) certificated at the silver level. Numerous sustainable design techniques were incorporated into the project such as the use of native plantings to eliminate the need for irrigation, the capture of stormwater runoff into infiltration planter beds, the use of recycled concrete for the roadway construction, and the use of tree grates, benches, pavers and flower pots that contain recycled materials.

Services Provided

Site engineering, landscape design, streetscape design, hardscape design, construction drawings, stormwater management, LEED certification assistance and ALTA/ACSM land title survey, topographic survey, easement preparation.

Village Lakes Shopping Center
White Lake Township, Michigan

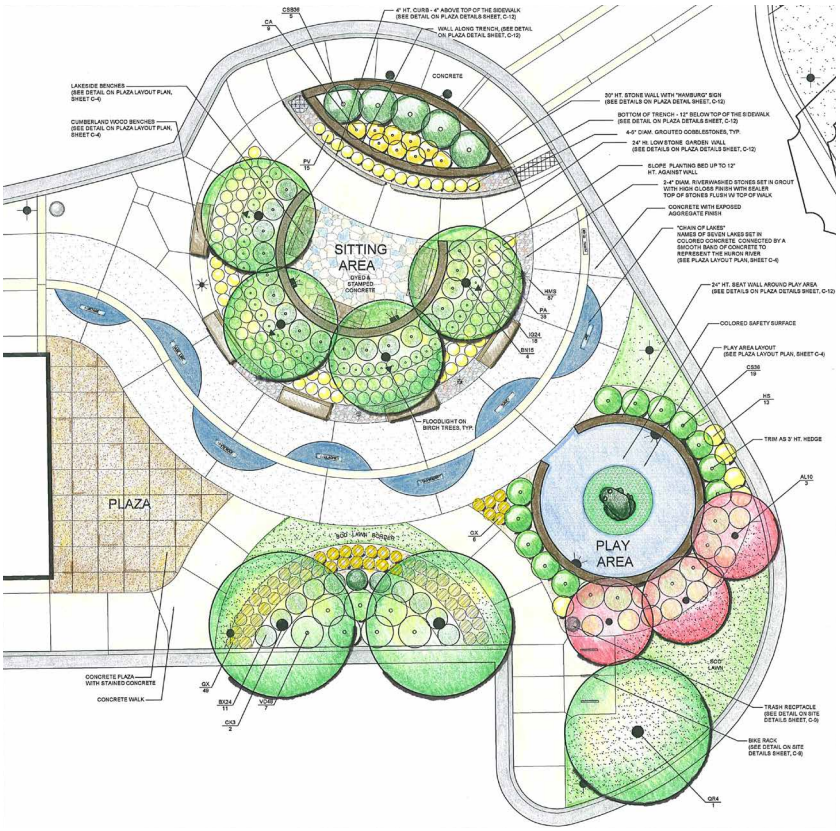
This project consisted of the construction of multiple retail buildings totaling 174,636 sf and a 77,000 sf medical office building that will be built in a future phase on 34.84 acres along Highland Road (M-59) and Elizabeth Lake Road in White Lake Township, Michigan. The project entailed landscaping, a stormwater infiltration basin, public sanitary sewer extension and lift station, public water main extension and public plaza areas.

Services Provided

Site plans, topographic survey, landscape design and detailed engineering construction plans for approval from the Township. Services also included assisting the owner in obtaining all site work permits. The site stormwater management system consists of an infiltration basin system that is sized to accommodate a 100-year rain event.

Hamburg Township Civic Plazas, Village at Hamburg

Hamburg, Michigan



PEA designed two plazas within the new main street area for Hamburg Township. The space is situated inside a privately owned retail development. Because of this, PEA designed the space to create a sense of community ownership. PEA researched the history and character of the community and created a plaza to reflect the main identity of the community, which primarily revolved around the natural features of the area. Our design utilized metaphors that reflect the most commonly identifiable natural features of the Township, including the chain of seven lakes along the Huron River, wetland areas and floodplain areas.

A smooth band of concrete with colored concrete arcs represents the Huron River and the chain of lakes. The name of each lake is engraved in each colored arc. To represent the wetlands, the plaza has a two-foot deep trench which collects stormwater from both the plaza and the road areas. The trench is planted with wetland plants to symbolize the natural wetlands of the areas while serving a functional purpose of cleansing stormwater from the site. A small play area is provided with a sculpture of a frog to symbolize the wildlife found in the area. The plaza as a whole will provide a social space for community members to interact.

Services Provided

Site inventory and analysis, schematic design, boundary and topography survey, landscape design, construction drawings, hardscape design, site engineering, construction staking.

Garden of Healing and Renewal
Independence Township, Michigan

PEA designed the largest healing garden in Michigan. The Garden is part of an expansive medical campus called the McLaren Health Care Village with two fountains, pathways, sculptures, four boardwalks crossing wetlands and a small creek, a labyrinth, several sitting areas, a social space, an area for quiet contemplation, and lush gardens with thousands of ornamental trees, shrubs and perennials. Sustainable design features included native plantings to reduce water use for irrigation, use of natural drainage systems and an innovative irrigation system to reduce water use.

Services Provided

Site inventory and analysis, site design, grading, wetland delineation and MDEQ permitting, site plan approval, landscape design, therapeutic program analysis, surveying, lighting design, irrigation design, construction administration.

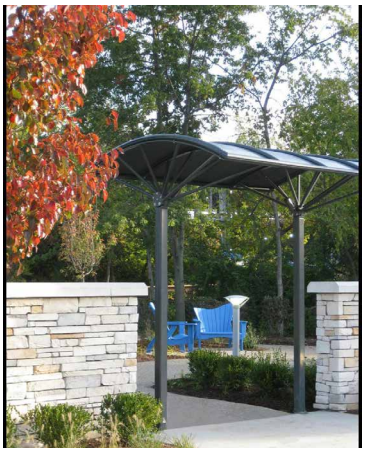
2013 Healthcare Design Magazine Landscape Architecture Design Award

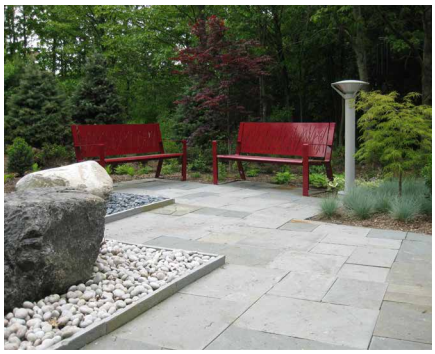
2009 Michigan Chapter of ASLA Merit Design Award

2009 MGIA Environmental Improvement Award

2009 MNLA Design Award

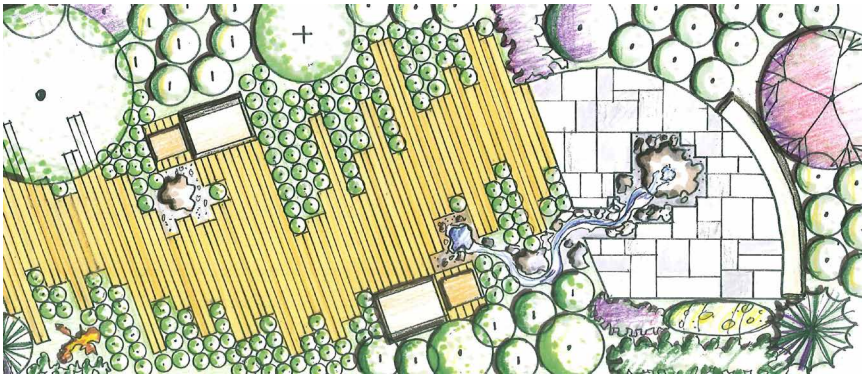
2010 Special Tribute Award from State of Michigan

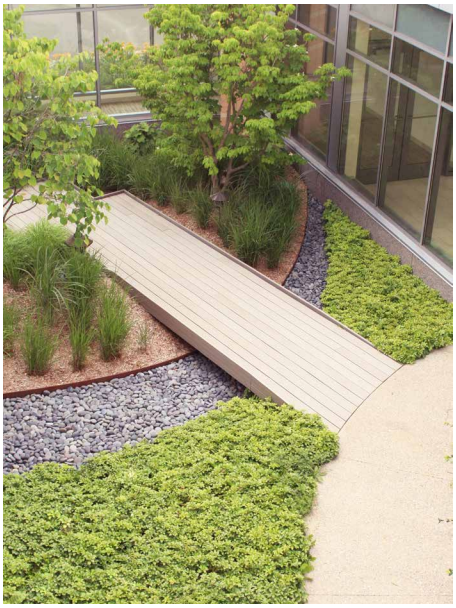




McLaren Proton Therapy Center | Courtyard Garden

Flint, Michigan





This world class Cancer Center provides proton beam therapy, the first of its kind in the State of Michigan and is the only center in the world to use this specific technology to treat tumors. PEA teamed with RTKL, SmithGroup, Barton Malow, and Christman on an integrated design team to complete this state-of-the-art project.

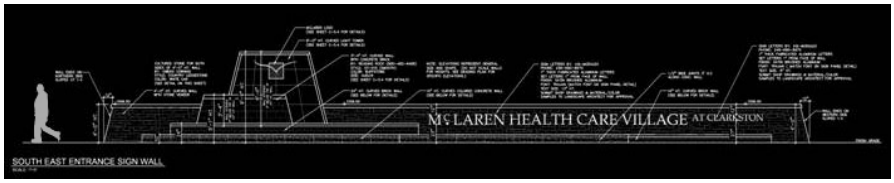
Following early involvement during the survey phase, PEA designed the site, coordinated complex utility issues and provided field staking for caissons to support the 50-foot deep, 6-foot wide, concrete, treatment room walls. In addition to engineering tasks, PEA led the effort to enhance the site's visual quality. Lush landscape features are strategically placed to soften exterior walls of imposing vaults housing the synchrotron equipment.

An award-winning interior courtyard space typifies the landscape design effort. This small courtyard at the heart of the building serves as a visual focal point from the main hallways and provides comforting views from the main waiting room. The garden oasis makes a design statement pertaining to the healing process while offering a positive distraction for staff and visitors. While improving the patient experience, it reduces both patient and employee stress.

2014 Michigan Chapter of ASLA Honor Award

McLaren Health Care Village Four Corners

Independence Township, Michigan



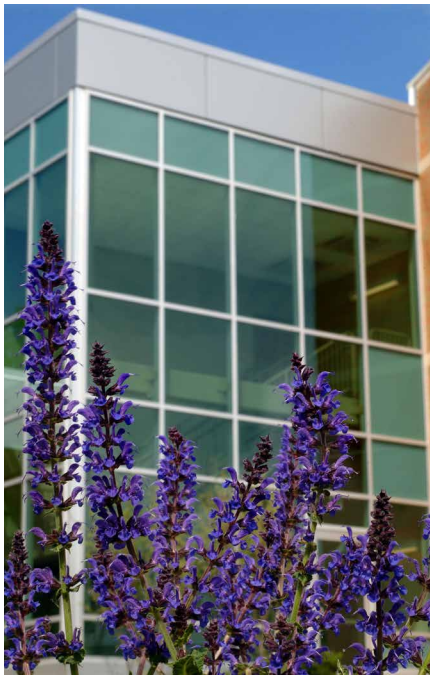
PEA designed a contemporary monument sign and entrance landscape features for the gateway of the McLaren Health Care Village. The project was designed to stand out amongst the dozens of property signs along the busy Sashabaw Road corridor and serve as a landmark for the entrance to the hospital site. The project used several light towers that consisted of an aluminum frame with frosted acrylic panels.

A custom designed logo was placed upon the internally lit towers. Cultured stone walls compliment the towers and give the entrance a classic, timeless appeal.

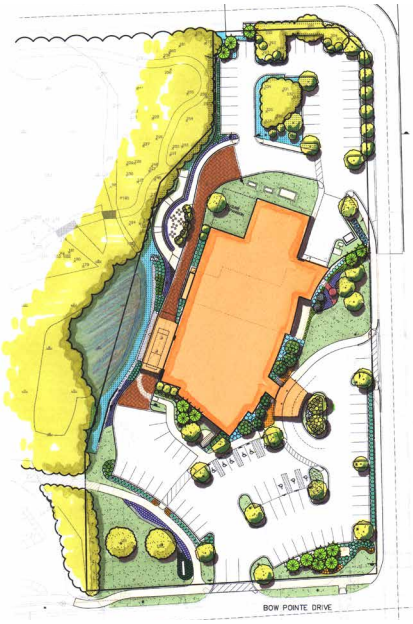
Services Provided

Site planning, design development, construction drawings, construction administration.

Great Lakes Cancer Center
Independence Township, Michigan



PEA designed the site for a Cancer Center that including parking lots, lush garden areas, a sitting area with tables and chairs that overlooks a pond and wooded area, pathways to other nearby garden areas, a green roof that consisted of a liveroof system custom designed to provide a range of colors and textures throughout the growing season and a rooftop garden to be used as a viewing area for chemotherapy patients while receiving their treatments. Sensitivity used during site design and grading allowed the preservation of an existing stand of mature trees within the northerly parking lot and the preservation of two heritage oak trees near the main entrance.



Services Provided

Site inventory and analysis, site design, grading, site plan approval, landscape design, surveying, lighting design, green roof design.

Marathon Gardens Park | Green Buffer

Detroit, Michigan

Concept Plan

A New Main Office Building Park

B Forest Habitat

C Wetland Habitat

D Prairie Habitat

E Urban Agriculture Plots

F Picnic Pavilion and Tables

G Fort Street Bridge Park

Marathon Petroleum Company LP (MPC) completed a property purchase program in southwest Detroit, with the intent of developing a 100-acre "green buffer," recognizing that quality green space can be a significant environmental, social and economic enhancement for the City of Detroit and the region. The area falls between MPC's refinery and the Rouge River in the most heavily industrialized area of Detroit, encompassing a degraded residential area known as Oakwood Heights. PEA was engaged by MPC to assist in developing the green buffer vision plan. Specific goals included strategies to strengthen MPC's public relations and increase community engagement, with outcomes of environmental enhancement and area revitalization.

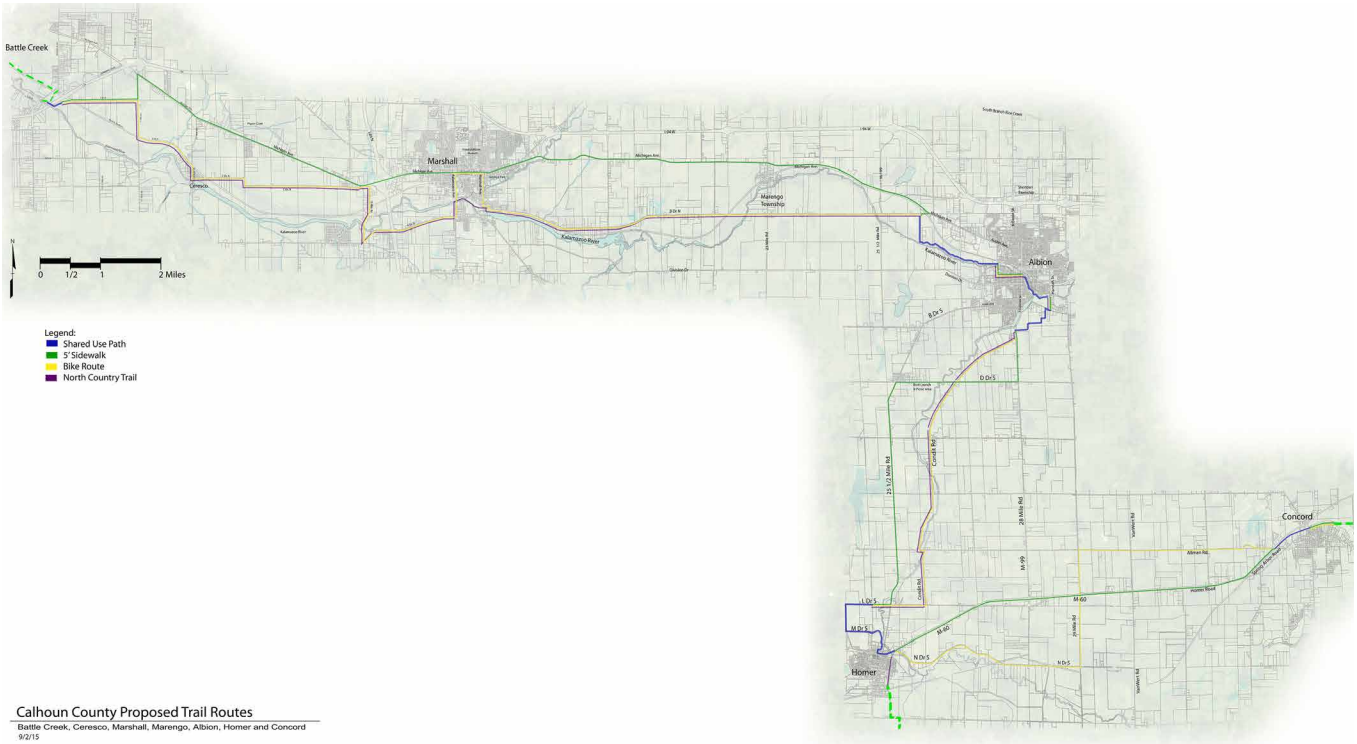
The project became known as "Marathon Gardens" and was vetted through several community organizations for public input. Program development includes the following elements: wildlife habitat restoration, urban agriculture, park-like landscape and riverfront greenspace with public amenities. A first phase of implementation will initiate habitat restoration on three acres and assist community stakeholders in developing a riverfront park near the new Fort Street Bridge over the Rouge River.

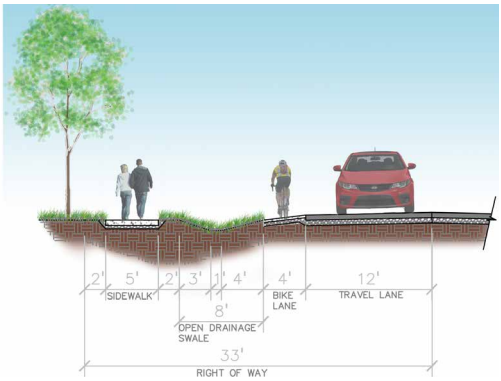
Services Provided

Site inventory and analysis, conceptual planning, phasing plan, report documentation, tree inventory and evaluation, habitat restoration design.

Calhoun County Trail Master Plan

Calhoun and Jackson County, Michigan





The design for the master plan for Calhoun County Trail includes a segment of the Iron Belle Trail, Great Lake-to-Lake Trail and North Country Trail. The planning process was complex as we had to accommodate three separate regional trails, each with differing goals and design criteria. The project spans from Battle Creek to Concord, Michigan – over a 45-mile corridor.

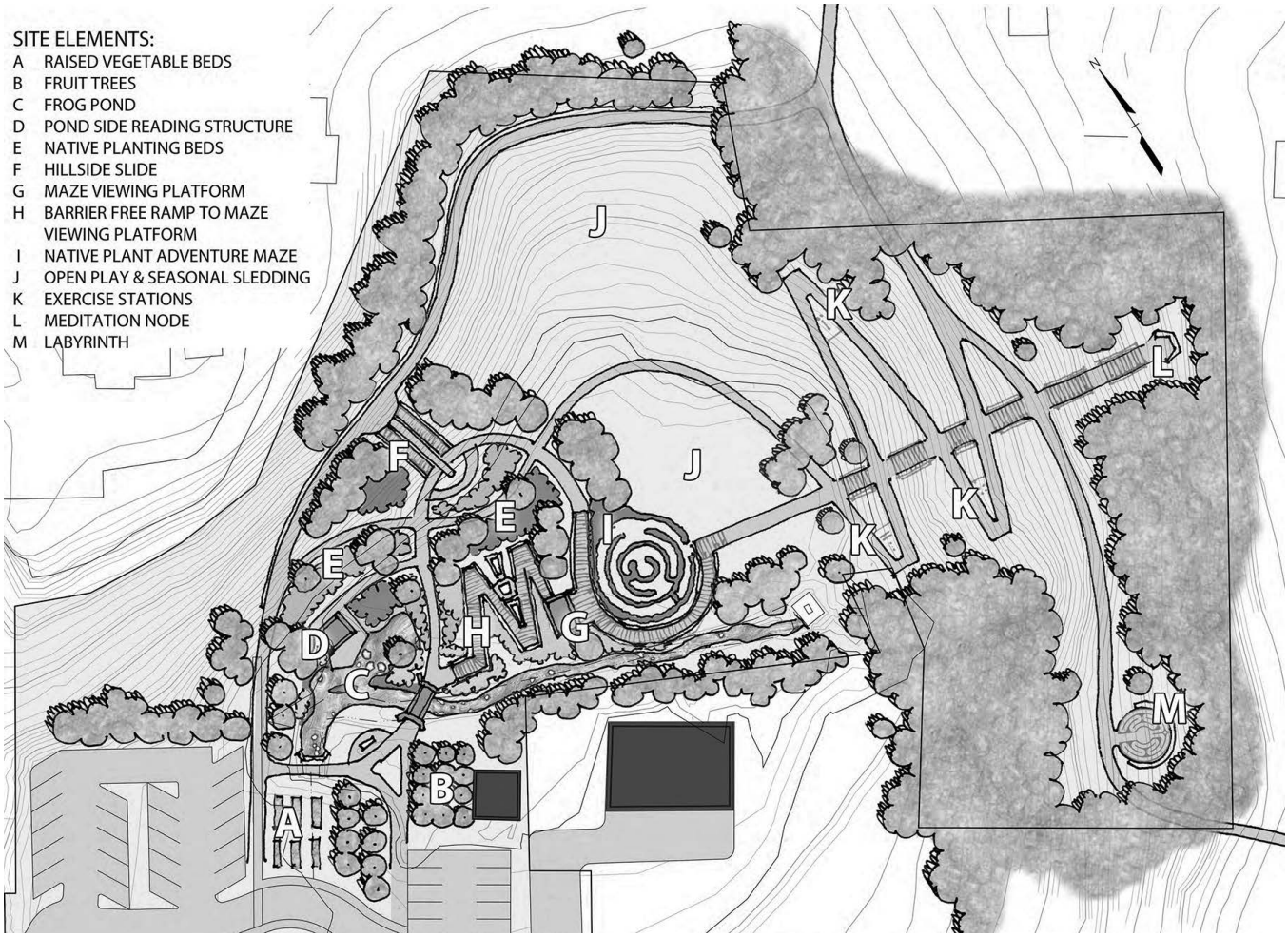
PEA evaluated hundreds of miles of potential trail and bike path locations. The planning process included an 18-month involvement gathering community participation from stakeholders along the corridor, as well as input from MDOT, MDNR, National Park Service, County Road Commission, local governments and non-profit trail organizations.

PEA built a consensus amongst a diverse group of stakeholders to determine the best feasible trail location to traverse the lengthy and complex corridor. The final trail route provides access to some of the most scenic and historic locations in south central Michigan.

Services Provided

Stakeholder input, site analysis, trail planning.

Montwell Park
Lewisburg, West Virginia



PEA's design for this new park provides a variety of uses geared towards engaging the community with nature and promoting healthy living. The plan takes advantage of dramatic topography to create a fitness course on the hilly terrain, bike paths and a hillside slide – which all offer opportunities for exercise.

The design includes the creation of a frog pond and educational station adjacent to an existing stream with a nature garden and a wildflower maze to engage children with native plantings. The plan also provides a community garden and orchard to grow fresh produce.

Services Provided

Site analysis, conceptual design

Fort Street Bridge Park
Detroit, Michigan

Concept Plan

Plan Features:

A entry wall
B bike loops
C gathering plaza
D interpretive signage
E sculptural element
F stormwater feature
G entry drive
H entry arch or gate
I parking/ loading
J paddleboat launch
K boardwalk
L rain garden
M habitat enhancement
N curb cut
O bio-swale

The Fort-Rouge Gateway (FroG) Partnership began as a discussion between local and state-level stakeholders to discuss the potential for a transformative place-making project in the vicinity of the Fort Street Bridge, over the Rouge River, in southwest Detroit.

The Michigan Department of Transportation's (MDOT) plans to construct a new bridge accommodating non-motorized transit options at this location provided impetus for initial meetings. Due to the historical significance of the bridge, related to the 1932 Hunger March and its "bascule" style, and because of its crucial position at the intersection of three proposed or existing greenway systems (the Rouge Gateway Greenway, the Detroit Greenways, and the Downriver Linked Greenways), this site offers a unique opportunity to achieve a positive regional impact.

PEA assisted FRoG stakeholders to finalize conceptual plans for a pocket park, on MDOT owned property, at the foot of the new bridge. Amenities include a gathering plaza with seating and porous pavement, interpretation of the 1932 Hunger March, an interactive stormwater management demonstration, habitat enhancements, and a kayak launch. Sculptural and interpretive focal points within the plaza are constructed with salvaged materials from the former bridge. Marathon Petroleum Company LP engaged PEA to develop construction documents for a first phase of the project's development.

Services Provided
Site inventory and analysis, conceptual planning, cost estimating, site plan approval, construction documents and fundraising assistance.

Planner

From: John Harris <john.harris@harrisandliterski.com>
Sent: Friday, April 01, 2016 7:34 AM
To: Planner
Subject: RE: landscaping contract

Kelly:

I have reviewed the proposal from PEA and I have no concerns. The cost estimates will not be exceeded without the Township's authorization, so costs are controlled. Be aware however, that changes in the plans during the design process, after construction drawings have been started, may result in increased fees. They will provide construction oversight as a part of the contract. It is a straightforward proposal and as long as the project description is in accord with the Township's expectations, I have no other comments.

Let me know if you have any questions.

JOHN K. HARRIS, ESQ.
HARRIS & LITERSKI

Pinehollow Place
123 Brighton Lake Rd., Ste. 205
Brighton, Michigan 48116
(810) 229-9340
(810) 229-4764 Fax
www.harrisandliterski.com

This transmission and all attachments (if applicable) contains confidential information belonging to the sender and is legally privileged, confidential, and exempt from disclosure under law. The information is intended only for use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately at (810)229-9340, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank you.

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Assistant to the Township Manager

AGENDA TOPIC: Building Use Policy Revisions

EXPLANATION OF TOPIC:

On the January 4th, 18th, and February 1st 2016 BTBT Meetings, the Board instructed staff to make revisions to the Building Use – Township Meeting Rooms policy (Administrative Policy 503) to clarify the use of other Township facilities such as Fire Station 32 by Township residents and associations. Presently, the policy only addresses the use of the Township Hall.

Attached is a draft of a revised Building Use Policy. Also attached is an updated application form that reflects the drafted Building Use Policy. The updated application form would replace both the application forms for the Township Hall and the Fire Stations.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Building Use Policy Draft
- Building Use Policy Draft (Marked Version)
- Building Use Application Form Draft

RECOMMENDATION: Adopt the proposed changes to the Building Use – Township Meeting Rooms policy (Administrative Policy 503) and the corresponding application form.

SUGGESTED MOTION:
Motion by _____, supported by _____ to adopt the proposed changes to the Building Use Policy (Administrative Policy 503) and the corresponding application form.

ROLL CALL VOTE REQUIRED? Yes

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.: 503 (page 1 of 2)

Effective Date: April 18, 2016

Policy Regarding: **BUILDING USE - TOWNSHIP MEETING ROOMS**

The occupancy and use of Township facilities shall always be under the direction and control of the Board. For the purposes of this policy, "Township facilities" refers to the Township Hall, Fire Station 32 and Fire Station 33.

The use of Township facilities shall be limited to tax exempt organizations, homeowners' groups and associations that consist of members who reside in the Township or conduct business within the Township, but shall not be used by any political organization. Reservations of meeting rooms in Township facilities are on a first come-first serve basis. No group can reserve a meeting room more than once per quarter.

The use of tobacco in any form and the use of alcohol or illegal drugs anywhere in or on the premises is prohibited. Gambling is prohibited on Township property. No business or commercial enterprise shall be undertaken in the occupancy of Township facilities.

Consumption of food and beverages and access to nearby kitchen areas by participants at Township facilities may be approved. Items such as beverages, doughnuts, bagels, fruit trays, etc. may be served if approved. It shall be the responsibility of the participants to arrange for delivery, set-up, clean-up and proper disposal of refuse. Any group requesting a reservation must notify the Township at the time the reservation is made as to whether food and beverages are to be served.

Application for use of Township facilities must be filed with the Township Clerk or his/her designee at least 10 days prior to the desired calendar date(s), listing the time, use, number in group, type of space and equipment needed, in detail. The application must be prepared and signed by a responsible representative of the applying organization. The applicant shall guarantee the clean up and repair of the premises and shall agree to pay the Township any costs incurred for said cleanup and repair. Such application must be submitted on the form provided by the Township Clerk's Office. Approval of any application will require the signature of the Township Clerk or the Clerk's designee and the approval shall be made in consultation with the Township Manager.

Approvals may be canceled with 24 hour notice by the applicant. Any reservation, even after approval, shall be subject to revocation and cancellation by the Clerk or his/her designee for a pre-emptive government purpose.

Seating capacity as designated by the Township Building Official for the meeting rooms must be adhered to. A Township representative must be on the premises at the Township facility during a meeting. If a meeting is held at either a Township fire station at any time or during non-business hours at the Township Hall when no other regular business meetings are being held, the Township shall charge a fee of $50 for the reservation. If a Township representative is not available for a requested reservation, the Township reserves the right to reschedule, relocate or cancel the reservation.

Meetings reserved during regular business hours at the Township Hall shall have no charge or fee. Meetings reserved at the same time of a scheduled meeting such as a Board of Trustees, Planning Commission, ZBA, or Utilities Committee meeting in an available room at the Township Hall shall have no charge or fee.

The Board of Trustees shall establish annually a set of dates for the use of the Board Room at the Township Hall and the Community Room at Fire Station 32. Reservations of the Board Room or the Community Room on those dates shall be exempt from any charge or fee.

It must be mutually agreed that the permission to use Township meeting rooms does not include the use of equipment owned by the Township, unless specific arrangements have been made in advance and it is so stated on the application.

Township facilities must be vacated by 10:00 p.m., unless a later hour is approved by the Township Clerk or his/her designee. It is the responsibility of the applicant to see that this policy is followed. Programs must be concluded in time to provide for the clearance of the building as stated on the application. The Township facilities must be returned to the same condition as they were found.

Any outside/inside signage to be used at Township facilities or in conjunction with reservations made at Township facilities must be in compliance with the Sign Ordinance. No signs will be placed without the authorization of Township Clerk or his/her designee. No decorations may be fastened to the walls with either tape or tacks or any other method which might mar the walls. Writing on erasable boards must be removed at the conclusion of building use.

Failure to cooperate with these restrictions and conditions may prohibit a group from using facilities at a future date.

The applicant shall also agree to indemnify, hold harmless, and defend the Township, its officers and employees from any and all liability of any kind or nature whatsoever including but not limited to personal injury, including death, or property damage arising out of the negligent use of the facilities to which the application applies.

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.: 503 (page 1 of 2)

Effective Date: ~~July 6, 2004~~

Policy Regarding: **BUILDING USE - TOWNSHIP MEETING ROOMS**

The occupancy and use of ~~the~~ Township facilities~~Hall~~ shall always be under the direction and control of the Board. For the purposes of this policy, "Township facilities" refers to the Township Hall, Fire Station 32 and Fire Station 33.

The use of ~~the~~ Township ~~Hall~~ facilities shall be limited to tax exempt organizations, homeowners' groups and associations that consist of members who reside in the Township or conduct business within the Township, but shall not be used by any political organization. Reservations of meeting rooms in Township facilities are on a first come-first serve basis. No group can reserve a meeting room more than once per quarter.

The use of tobacco in any form and the use of alcohol or illegal drugs anywhere in or on the premises is prohibited. Gambling is prohibited on Township property. No business or commercial enterprise shall be undertaken in the occupancy of ~~the~~ Township facilities~~Hall~~.

Consumption of food and beverages and access to nearby kitchen areas by participants at Township facilities may be approved. Items such as beverages, doughnuts, bagels, fruit trays, etc. may be served if approved. It shall be the responsibility of the participants to arrange for delivery, set-up, clean-up and proper disposal of refuse. Any group requesting a reservation must notify the Township at the time the reservation is made as to whether food and beverages are to be served.

Application for use of ~~the~~ Township facilities~~Meeting Rooms~~ must be filed with the Township Clerk or his/her designee at least 10 days prior to the desired calendar date(s), listing the time, use, number in group, type of space and equipment needed, in detail. The application must be prepared and signed by a responsible representative of the applying organization. The applicant shall guarantee the clean up and repair of the premises and shall agree to pay the Township any costs incurred for said cleanup and repair. Such application must be submitted on the form provided by the Township Clerk's Office. Approval of any application will require the signature of the Township Clerk or ~~Deputy Clerk~~the Clerk's designee and the approval shall be made in consultation with the Township Manager.

Approvals may be canceled with 24 hour notice by the applicant. Any reservation, even after approval, shall be subject to revocation and cancellation by the Clerk or his/her designee for a pre-emptive government purpose.

Seating capacity as designated by the Township Building Official for the meeting rooms must be adhered to. A Township representative must be on the premises at the Township facility during a meeting. If a meeting is held at a Township fire station at any time or during non-business hours at the Township Hall when no other regular business meetings are being held, the Township shall charge a fee of $50 for the reservation. If a Township representative is not available for a requested reservation, the Township reserves the right to reschedule, relocate or cancel the reservation.

Meetings reserved during regular business hours at the Township Hall shall have no charge or fee. Meetings reserved at the same time of a scheduled meeting such as a Board of Trustees, Planning Commission, ZBA, or Utilities Committee meeting in an available room at the Township Hall shall have no charge or fee.

~~The Board Room at the Township Hall shall be available on the following days every year: the fourth Tuesday in May, the second Thursday in June, the first Wednesday in September, and the first Thursday in October. Reservation of the Board Room on the preceding days are exempt from any charge or fee.~~

The Board of Trustees shall establish annually a set of dates for the use of the Board Room at the Township Hall and the Community Room at Fire Station 32. Reservations of the Board Room or the Community Room on those dates shall be exempt from any charge or fee.

It must be mutually agreed that the permission to use ~~the conference~~Township meeting rooms does not include the use of equipment owned by the Township, ~~such as~~ a ~~P.A. system, video devices,VCR or slide projection equipment~~ projector~~, coffee maker, copy machine, etc.,~~ unless specific arrangements have been made in advance and it is so stated on the application.

~~The~~ Township facilities~~Meeting Rooms~~ must be vacated by 10:00 p.m., unless a later hour is approved by the Township Clerk or his/her designee. It is the responsibility of the applicant to see that this policy is followed. Programs must be concluded in time to provide for the clearance of the building as stated on the application. The Township facilities must be returned to the same condition as they were found.

Any outside/inside signage to be used at~~ the~~ Township facilities~~Conference room~~ or in conjunction with reservations made at Township ~~special use of these~~ facilities must be in compliance with the Sign Ordinance. No signs will be placed without the authorization of Township Clerk or his/her designee. No decorations may be fastened to the walls with either tape or tacks or any other method which might mar the walls. Writing on erasable boards must be removed at the conclusion of building use.

Failure to cooperate with these restrictions and conditions may prohibit a group from using facilities at a future date.

The applicant shall also agree to indemnify, hold harmless, and defend the Township, its officers and employees from any and all liability of any kind or nature whatsoever including but not limited to personal injury, including death, or property damage arising out of the negligent use of the facilities to which the application applies.

APPLICATION FOR USE

BRIGHTON TOWNSHIP
4363 BUNO ROAD
BRIGHTON, MICHIGAN 48114
Phone: 810.229.0560 Fax: 810.229.1778

DATE: _____

NAME: _____

ADDRESS: _____ PHONE: _____

_____ FAX: _____

NAME OF ORGANIZATION: _____

ADDRESS: _____

REQUESTED DATE: _____

BEGINNING TIME: _____ ENDING TIME: _____

NUMBER OF ATTENDEES EXPECTED: _____

ACCOMODATIONS/REQUESTS (I.E. FOOD, EQUIPMENT): _____

_____

_____

LOCATION: ☐ CONFERENCE ROOM (Capacity: 28 People) ☐ BOARD ROOM (Capacity: 75 People) ☐ STATION 32 (Capacity: 120 People)

** A Township representative must be on the premises at the Township facility during a meeting. If a meeting is held at either a Township fire station at any time or during non-business hours at the Township Hall when no other regular business meetings are being held, the Township shall charge a fee of $50 for the reservation.**

The undersigned has received a copy of the Building Use – Township Meetings Room Policy and hereby agrees to observe in every respect the rules established by the Township; agrees to be on the premises at all times during the use of the Township Hall; and further agrees to hold the Charter Township of Brighton harmless from any injury received or sustained while attending, playing in, going to and leaving from any activity which might be held on Township property located in the Township of Brighton, County of Livingston, Michigan.

_____
Resident / Responsible Party

_____
Clerk/Clerk's Designee

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Assistant to the Township Manager

AGENDA TOPIC: Bio-Solids Removal Services

EXPLANATION OF TOPIC:

The Township has received one (1) proposal in response to the Request for Proposals for bio-solids removal and land application services for the Brighton Township wastewater treatment plant (WWTP) that was issued in early March. The proposal is from BioTech Agronomics, which is currently providing bio-solid removal services for the WWTP. The rates for the current proposal provided by BioTech Agronomics are as follows:

Service	2016	2017	2018	Unit
Hauling/Land Application	$0.040	$0.0412	$0.0424	per gallon
Standard Metals & Nutrients	$410	$423	$435	per sample
Fecal Coliform Testing	$405	$417	$430	per sample

In the past three years, the Township has spent $26,575 (FYE 2016), $30,018 (FYE 2015) and $21,158 (FYE 2014) for bio-solid removal services. The previous rate from BioTech Agronomics for the past three years was $0.040 per gallon.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- RFP #16-02
- Proposal from BioTech Agronomics

RECOMMENDATION: Accept the proposal from BioTech Agronomics for bio-solid removal and land applications services.

SUGGESTED MOTION:
Motion by _____, supported by _____ to accept the unit prices contained in the March 29, 2016 proposal as submitted by BioTech Agronomics for calendar years 2016-2018.

ROLL CALL VOTE REQUIRED? Yes

TOWNSHIP OF BRIGHTON
REQUEST FOR PROPOSALS
REMOVAL OF BIO-SOLIDS FOR LAND APPLICATION
RFP #16-02

DUE DATE / LOCATION:
Bid forms and references are due by 11:00 a.m., Friday, March 25, 2016 at:

Attn: Zachary Dyba
Brighton Township Hall
4363 Buno Rd.
Brighton, MI 48114-9298

Successful contractor must provide proof of required insurance. Quotations must be submitted at the above address and shall be presented in a sealed envelope clearly marked **"Request for Removal of Bio-Solids for Land Application". FAX or email copies <u>will not</u>** be accepted. The Township reserves the right to waive all informalities in the bidding process and may reject any or all bids, in whole or in part, for reasons deemed to be in the best interest of the Township. The Township is requesting a **three (3) year bid.**

Brighton Township is seeking proposals for the removal of bio-solids from two (2) sludge storage tanks for land application at the Township wastewater treatment plant, located at 5901 Pleasant Valley Road. The terms of the contract will be 3 years. The plant has currently been land applying approximately 270,000 gallons a year. The actual amount of bio-solids land applied may vary depending upon operational needs of the wastewater treatment plant.

Contractor will provide the labor and equipment to properly remove bio-solids from storage tanks, transport solids to land application site(s), and inject bio-solids in accordance with state and federal regulations. Contractor will provide Brighton Township with a copy of load sheets that at a minimum provide:

1. Date of removal
2. Time the applicator is loaded in the field
3. Applicator identification number
4. Operator name
5. Gallons of bio-solids on the applicator
6. Farmer name and approved field identification number and the acres acceptable for use in the field
7. Number of acres accepting bio-solids

Contractor will provide agronomic management services that include identification and approval of suitable farmland application sites. Appropriate documentation shall be submitted to the Michigan Department of Environmental Quality (MDEQ) for approval. Brighton Township shall receive a copy of all documentation for farmland that is approved for use.

Contractor shall collect appropriate bio-solids samples and secure analysis required by the state and federal regulations before applying bio-solids. Contractor shall be responsible for any and all soil fertility analysis required.

Contractor shall prepare all required federal and state reports applicable to the bio-solids land application program for Brighton Township including year-end reports.

Please provide all of the following information with your proposal:

1. Price per gallon, with yearly increases
2. Fuel surcharges
3. Contact information
4. Insurance Coverage
5. Spill Plan
6. Sampling requirements and costs
7. Terms and conditions
8. Scope of work

INSURANCE REQUIREMENTS:
Bidder must supply verification of the following minimum insurance coverage:

TYPE	MINIMUM COVERAGE
Workers' Compensation:	$ 100,000 each accident.
Property Damage:	$ 500,000 each occurrence.
Bodily Injury:	$ 500,000 each occurrence.
Personal Injury and Bodily Injury:	$1,000,000 in the aggregate.

Please submit any questions to Tom High by email at tomhigh@infralt.com or by phone at (734) 904-0228.

Addendum 1

The due date has been changed. The original RFP stated the due date was on Friday, March 25, 2016. The new due date is Tuesday, March 29, 2016. All bids must be submitted by 11:00 AM.

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com

March 29, 2016

Attn: Zachary Dyba
Brighton Township Hall
4363 Buno Road
Alma, Michigan 48801-0278

RE: REQUEST FOR REMOVAL OF BIO-SOLIDS FOR LAND APPLICATION

Thank you for the opportunity to respond to your Bid solicitation. BioTech Agronomics, Inc. is a Michigan based Company and has been in the professional residuals management business for over 15 years.

We look forward to being able to continue working with the Township on this project.

If you have any questions please contact me at (616) 835-0100 or dpopma@biotechag.com We look forward to hearing from you.

Yours in Service,

Don Popma
General Manager
BioTech Agronomics, Inc.

BioTech Agronomics, Inc.

Residual Management Company
1651 Beulah Highway · Beulah · Michigan · 49617

March 29, 2016

CONTRACT FOR TESTING, PUMPING, TRANSPORTATION AND LAND APPLICATION OF BIOSOLIDS FROM THE BRIGHTON TOWNSHIP WASTEWATER TREATMENT FACILITY

Brighton Township Hall
4363 Buno Road
Brighton, Michigan 48114-9298

Proposal

BIOTECH AGRONOMICS, INC. is pleased to present this proposal to define proposed work associated with the removal and land application of Biosolids generated by the Brighton Township Wastewater Treatment Plant located at 5901 Pleasant Valley Rd., Brighton Michigan.

Biosolids Loading and Transport

BIOTECH AGRONOMICS, INC. will furnish the necessary labor and equipment to efficiently and safely provide Biosolids Management services for the Brighton Township WWTP. BIOTECH AGRONOMICS, INC. will pump and load Biosolids into transport vehicles, transport the Biosolids to MDEQ and federally approved application sites, and finally to land apply the Biosolids to suitable local farmland sites. All work performed will be under Michigan Part 24, Federal 503 and local regulations.

Land Application of Biosolids

BIOTECH AGRONOMICS, INC. will provide the labor and equipment to properly apply the Biosolids to suitable local application sites at agronomic rates in accordance with Michigan State University recommendations and applicable federal, state and local regulations. The Biosolids will be subsurface injected or surface applied according to a DEQ approved Residuals Management Plan using sewage sludge applicators equipped with a pressure/vacuum application system.

Determination of Quantity Removed

BIOTECH AGRONOMICS, INC. shall provide the Owner/Plant Superintendent a duplicate copy of load sheets, which detail the following items:

- Date of removal
- Time the applicator loaded in the field
- Applicator identification number
- Operator name
- Gallons of Biosolids on the applicator
- Farmer name and approved field identification number and the number of acres acceptable for use in the field
- Number of acres accepting Biosolids

One copy of the load sheet(s) will stay with the Owner's plant superintendent and the other will remain with BIOTECH AGRONOMICS, INC. The quantity of Biosolids loaded on and transported by the vehicle will be recorded as the certified capacity of the vehicle. All billed quantities will be invoiced by the gallon capacity of each vehicle transporting the material.

Agronomic Services

BIOTECH AGRONOMICS, INC. will provide agronomic management services that include the location of suitable local farmland application sites. Application sites will meet the requirements for land application in accordance with applicable federal, state and local regulations for the use and disposal of Biosolids. Proposed farmland application sites shall be properly documented In accordance with Michigan Part 24 requirements. Records at a minimum shall include the following:

- Landowner agreement and permission form
- Soil analyses
- MDEQ site I.D. information
- Plat maps indicating location and ownership of property
- SCS or equivalent soil survey map indicating soil types, slope and drainage class
- Relative sludge analyses, soil analyses or cropping information
- Proof of notification to local governing bodies as per MDEQ requirements

Regulatory Reports

BIOTECH AGRONOMICS, INC. shall complete all required federal or state reports applicable to the Biosolids land application program including yearend requirements. These records shall be maintained by BIOTECH AGRONOMICS, INC. as required by federal, state and local regulations and shall be provided to the Owner.

Laboratory Analyses and Permits

BIOTECH AGRONOMICS, INC. will be provided a MDEQ approved Residuals Management Plan (RMP) by the facility. If requested, BIOTECH AGRONOMICS, INC. will provide laboratory analyses for total metals and nutrients and fecal coliform testing as needed on the Biosolids prior to removal from the facility. BIOTECH AGRONOMICS, INC. will be responsible for all routine soil fertility analyses associated with land application of the Owner's Biosolids during the term of this Agreement. BIOTECH AGRONOMICS, INC. shall not be responsible for any additional analytical testing that federal, state or local regulatory agencies may require.

Health and Safety

BIOTECH AGRONOMICS, INC. shall comply with the federal, state and local laws and regulations and take any needed actions to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the Agreement.

Insurance

BIOTECH AGRONOMICS, INC. shall provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

a) Workers Compensation Insurance in compliance with the statues of the State of Michigan which has jurisdiction of BIOTECH AGRONOMICS, INC. employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

b) General Liability Insurance with a minimum combined single limit if THREE MILLION DOLLARS ($3,000,000), including the broad form property damage endorsement

c) Automobile Liability Insurance (owned, non-owned or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS ($1,000,000)

d) Pollution Liability Insurance with a minimum combined single limit of FIVE MILLION DOLLARS ($5,000,000), including the broad form property endorsement

A certificate of insurance will be presented to the Owner with the Owner additionally insured, if requested, upon award of contract.

Digester or Tank Cleaning
At the request of the Owner, BIOTECH AGRONOMICS, INC. will provide confined space Digester or Tank cleaning services to remove accumulated Biosolids and or related matter for subsequent land application. Under these conditions, the Owner shall provide for all required cleaning water at no cost to BIOTECH AGRONOMICS, INC. Any material removed under this confined space option shall be billed at the appropriate hourly rate plus the unit rate per gallon for land application of the Biosolids.

Biosolids Tender
The Township shall tender all biosolids generated to BIOTECH AGRONOMICS, INC. that are suitable for land application on agricultural land as specified in the scope of this Agreement.

Notification
The Township will provide BIOTECH AGRONOMICS, INC. with adequate advance notice of when the facility desires for BIOTECH AGRONOMICS, INC. to remove biosolids from the Facility. Depending on weather, seasonal weight restrictions, and farm land cropping cycles, additional notification may be required.

Cost of Services

Year 2016
Loading, hauling & land application: $0.040 per gallon
Standard metals & nutrients: $410.00 per sample
Fecal coliform testing: $405.00 per sample.
Confined space work: $400.00 per hour

Year 2017
Loading, hauling & land application: $0.0412 per gallon
Standard metals & nutrients: $423.00 per sample
Fecal coliform testing: $417.00 per sample.
Confined space work: $412.00

Year 2018
Loading, hauling & land application: $0.0424 per gallon
Standard metals & nutrients: $435.00 per sample
Fecal coliform testing: $430.00 per sample.
Confined space work: $425.00 per hour

Good Faith
In the event BIOTECH AGRONOMICS, INC. is unable to remove and land apply the Township's biosolids because (i) changes in the biosolids make it unfit for utilization on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or (ii) changes in law prohibit providing the services or increase the cost of providing the services, or (iii) if unfavorable climatic or agronomic conditions have impeded efforts by BIOTECH AGRONOMICS, INC. to faithfully dispose of the biosolids as contemplated by this proposal, or (iv) as the result of flood, fire, strikes, acts of God, act of war or terrorism, civil disturbance, force majeure, or other occurrences not reasonable within the province and control of BIOTECH AGRONOMICS, INC. performance is hindered or halted, BIOTECH AGRONOMICS, INC. shall not be liable for any additional costs incurred by the Township, and BIOTECH AGRONOMICS, INC. will not be deemed in default under this proposal unless thirty (30) days after the impediment has been resolved or eliminated BIOTECH AGRONOMICS, INC. fails or refuses to remove biosolids tendered to it.

BIOTECH AGRONOMICS, INC. work schedule is highly controlled by weather, soil conditions, permits and the availability of suitable farmland due to cropping cycles. As such we cannot liable for any losses either directly or indirectly associated with any weather related delays. BIOTECH AGRONOMICS, INC will not accept responsibility for any assessment of liquidated damages.

Spill Plan and Protocol
BIOTECH AGRONOMICS, INC. has a strict protocol to be followed in the untimely event of a spill. If such an event occurs the person in charge of the load, the operator of the application equipment, load stand operator or truck driver, must contact their immediate supervisor after making a visual assessment of the action and if possible taking action to contain or correct the problem. The supervisor is to contact the BIOTECH AGRONOMICS, INC. Operations Manager and the chain of contacts begins. The plant personnel are informed and an assessment will be done by personnel from both entities. At this time the decisions will be made to contact local authorities, MDEQ representative, additional emergency services and so on depending upon severity. All the above continues while the containment efforts are addressed. All assets and efforts of BIOTECH AGRONOMICS, INC. will be focused on cleanup and rectifying the problem to protect the health and safety of the public.

Fuel Cost and Adjustment
BIOTECH AGRONOMICS, INC. shall adjust the cost of services for each hauling event should fuel costs exceed $3.00 per gallon. The fuel adjustment schedule will be the fixed document used for such purpose throughout the duration of this contract.

The unit price for biosolids management beneficial use services for any given removal operation will be subject to the adjustment below depending on the weekly fuel price (based on the week biosolids removal commences) determined by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table.

Diesel Price $/Gallon	**% Increase to Contract Price**
Below $3.00	None
$3.00 - $3.099	1.0%
$3.10 - $3.199	2.0%
$3.20 and above = 1.0% increase per each $0.10 increase in price/gallon.	

(This information is available at the website http://www.eia.doe.gov).
(On-Highway Diesel Prices Table – Midwest Column)

Terms
Payment terms shall be net 30 days from the date of invoice. Overdue payments will be assessed a finance charge of 1.5% per month on the unpaid balance.

Contract Duration
This Agreement shall remain in full force and effect through 12/30/2018

Extensions
The term of this Agreement may be extended for a three (3) year term upon written mutual agreement of both parties.

BIOTECH AGRONOMICS, INC.

Submitted by: _____

Printed Name: Don Popma

Title: General Manager

Date: March 29, 2016

BRIGHTON TOWNSHIP MICHIGAN

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

This document is representative of a complete contract. Upon award the document can be signed by both parties to become binding.

EXAmple

BIOTE-1 OP ID: HB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lenz-Balder Insurance, Inc.
10263 Chicago Dr.
Zeeland, MI 49464

CONTACT NAME: Jessie Twork
PHONE (A/C, No, Ext): 616-748-9440 FAX (A/C, No): 616-748-9444
E-MAIL ADDRESS: jtwork@lenzbalderins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied Property & Casualty	42579
INSURER B : Accident Fund Company, Inc.	10166
INSURER C : Acuity, A Mutual Insurance Co.	14184
INSURER D : Admiral Insurance Company	
INSURER E : Hallmark Specialty Insurance	
INSURER F :	

INSURED
Bio Tech Agronomics, Inc.
& Bonney Brothers Pumping co.
1651 Beulah Hwy
Beulah, MI 49617

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		ACPGLPO7121441415	12/11/2015	12/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			Z10277	12/11/2015	12/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		ACPCAA7121441415	12/11/2015	12/11/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV0384271	12/11/2015	12/11/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PollutionLiability			FEIECC1690902	08/04/2015	08/04/2016		5,000,000
E	Excess Auto Liab			77HX15344E	12/11/2015	12/11/2016		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Prof Liab/Admiral Insurance #FEIECC1690902: 8/4/15-8/4/16 $1,000,000 Limit
Umbrella Liab $5,000,000 applies only to General Liab & Workers Compensation

[redacted]

CERTIFICATE HOLDER

SUEZWA1

[redacted]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

BioTech Spill Control Plan

Purpose

The purpose of this plan is to document spill prevention and response requirements. Each BioTech Agronomics, Inc. work site will develop a spill prevention and response plan based on the requirements of the facility.

Scope

This procedure applies to all BioTech Agronomics, Inc. operations. When work is performed on a non-owned or operated site, the facility's program shall take precedence.

Requirements

- Ensure copies of this plan are in all BioTech Agronomics, Inc. transportation vehicles.
- Ensure that all transport vehicles are inspected prior to loading and that all seals, latches, valves, locks, hatches, etc. are secured.
- Regularly inspect transport vehicles sealing devices to ensure proper operation. Immediately have any defective equipment repaired. Do not load any defective equipment.
- Ensure that all transport vehicles are cleaned and free of debris prior to leaving the WWTP or field.
- Employees must be instructed on spill prevention and the proper response procedures for spilled materials.
- Proper communication measures for employees to initiate in the event of a spill. Communication procedures will be based on type and quantity of materials spilled.
- Environmental spills shall be reported to environmental authorities when required. Reporting procedures will be based on type and quantity of materials spilled.
- Ensure that storm drains are covered with sand bags or other devices to prevent spills from entering waterways.

Spill Containment

- The general spill response procedure at ALL BioTech worksites is to stop the source of the spill, contain any spilled material, and clean up the spill in a timely manner to prevent accidental injury or other damage.
- Small spills will be contained by site personnel if they are able to do so without risking injury.
- Immediately call **911** in the event of injury, fire or potential fire, or other incidents that may create an emergency situation.
- If a spill has occurred, contact the following persons immediately:

- Your Immediate Crew Supervisor
- Jim Zimmerman - Director of Operations (231) 360-9683
- Don Popma – General Manager (616) 835-0100

BioTech Spill Control Plan

In the event of a large spill, a properly trained employee should:

- Notify your immediate Crew Supervisor. Continue your spill response. The Crew Supervisor, at this time, will assess additional notification requirements, regulatory agencies, municipalities, townships, etc.) The Director of Operations will call for larger equipment as needed to properly clean up the spill.
- Once the spill has been contained, commence spill cleanup procedures, to the extent possible, until the necessary equipment arrives.
- Ensure that once the spill cleanup is accomplished that final cleanup, (washing down of the spill area, sweeping of the roads, etc.) is completed.
- Collected biosolids can be transported to the proper field(s) for land application.
- ALWAYS BE SAFE!

Revised March 11, 2015

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Enhanced Alcohol Enforcement Contract with Michigan State Police

EXPLANATION OF TOPIC: Brighton Township has contracted with the Michigan State Police for enhanced alcohol enforcement for many years. The past contracts have been done in six month intervals to coincide with the difference in fiscal years between the Township and the State. The proposed contract would cover the period of April 1, 2016 to September 30, 2016. The enhanced alcohol enforcement would be provided randomly, on targeted holidays and some weekends. State Police personnel believe this long standing program has helped to keep Brighton Township among the lowest municipalities in terms of traffic accidents caused by alcohol consumption. The cost of the proposed enhanced alcohol enforcement is not-to-exceed $6,000 for the six month period of the proposed agreement. These funds were budgeted for the current fiscal year.

SUPPORTING DOCUMENTS:

- Proposed Contract between Brighton Township and the Michigan State Police.

POSSIBLE COURSES OF ACTION:

- Not fund enhanced alcohol enforcement.
- Fund enhanced alcohol enforcement at a cost not-to-exceed $6,000 for the period of April 1, 2016 to September 30, 2016.

SUGGESTED MOTION: Motion by_____, supported by_____ to authorize the Township Supervisor to execute a contract with the Michigan State Police for enhanced alcohol enforcement at a cost not to exceed $6,000 for the period of April 1, 2016 to September 30, 2016.

ROLL CALL VOTE REQUIRED? Yes

AUTHORITY: 2012 PA 200, Art. XVI, Sec. 226
COMPLIANCE: Voluntary, however failure to complete this Agreement will result in denial of service.

CONTRACTUAL SERVICES AGREEMENT

between the

THE MICHIGAN DEPARTMENT OF STATE POLICE

and

Charter Township of Brighton

This Agreement is entered into this 1st day of April, 2016, by and between the Michigan Department of State Police ("the MSP") and The Charter Township of Brighton, 4363 Buno Rd., Brighton, MI 48114 ("Brighton Townshp"). The MSP and Brighton Township are collectively referred to as "the Parties."

The Parties desire to enter into a contract for the purpose of the MSP providing law enforcement services to Brighton Township in connection with Alcohol Enforcement and to set forth the terms, conditions, and obligations of the Parties.

I. In consideration of the above information and as set forth below, the Parties agree as follows:

1. The MSP will provide law enforcement services in connection with Alcohol Enforcement.

2. Brighton Township shall pay the MSP for all costs incurred in providing law enforcement services in connection with Alcohol Enforcement conducted within the Township of Brighton and will include directed patrols targetting impaired drivers and liquor inspections conducted by State Police Troopers, the sum of Trooper hours worked times the current hourly rate per Trooper and current mileage rate shall not exceed a total dollar amount of $6,000 for the period beginning April 1, 2016 and ending September 30, 2016. All costs include, but are not limited to, personnel overtime wages, retirement costs per hour per officer, command officer, or support staff. In addition, Brighton Township (not to exceed the overall dollar amount of $6,000) shall pay for any and all patrol car mileage incurred at the actual mileage rate as approved by the Vehicle and Travel Services Division of the Michigan Department of Technology, Management and Budget at the time of service. Use of MSP Aircraft (if any) shall be reimbursed at a fixed rate at the time of service.

3. Except as provided in this Agreement, Brighton Township shall not be obligated to contribute any money toward the expense of MSP officers, command officers, or support staff for services provided under this Agreement.

4. The MSP agrees to provide such law enforcement services as are mutually agreeable to the Parties, except that, the Brighton Post Commander or his or her representative shall have the right to withdraw some or all MSP personnel from this assignment in case of an emergency. Brighton Township shall not be responsible for compensating the MSP for the costs of MSP personnel for the time they are withdrawn from the assignment described in this Agreement.

5. The MSP is obligated to provide law enforcement services in connection with this Agreement only to the extent that personnel resources are reasonably available to work the assignment.

6. MSP personnel shall not be, nor deemed to be, employees or agents of Brighton Township for any purpose whatsoever. Brighton Township personnel shall not be, nor deemed to be, employees or agents of the MSP for any purpose whatsoever. Any and all liability for acts or omissions of each party's personnel will be the sole responsibility of the person and the party involved. The Parties do not expressly or impliedly assume any liability for the acts or omissions of the other party or the other party's personnel.

7. The Parties will hold special conferences upon the request of either party for the purposes of resolving any mutual problems that may arise in the enforcement of this Agreement. Any portion

of this Agreement that may be subject to interpretation will be addressed at said special conferences.

8. The terms for this Agreement may be renegotiated at any time upon the written request of either party. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. .

9. Either party may terminate this Agreement for any reason, provided that at least 90 days advance written notice of termination is given to the non-terminating party by the terminating party.

10. This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. .

11. This Agreement is legally binding and will be enforced according to the laws of the State of Michigan.

12. This Agreement does not create any right in any third party to bring any action under this Agreement or any action to enforce this Agreement.

13. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, in Section III below.

II. MSP Chain of Command Routing

Work Site Commander Signature	Work Site:	Date
F/LT. Joel J Allen	Brighton Post	March 22, 2016
Printed Name F/Lt. Joel Allen		

District or Division Commander Signature	District or Division:	Date
	First District	
Printed Name		

Submit the Agreement via the chain of command to the Bureau Commander once the agent for the organization's signature has been obtained.

III. Approval and Execution of Agreement

MICHIGAN DEPARTMENT OF STATE POLICE:

Bureau Commander Signature	Date
Printed Name	

Address			
City	State	Zip	General Telephone Number ( )
Billing Contact Name			Billing Contact Telephone Number ( )

Signature of Organization Representative	Title	Date
Printed Name of Organization Representative Brighton Township Supervisor or Representative		

AGENDA NOTES

MEETING DATE: April 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Water Main and Booster Station Project Close Out

EXPLANATION OF TOPIC:

The Township Engineer compiled the few remaining documents toward the submission of as-built material to LCWA for their review. Specifically, record plans have been finalized with the updated O&M manual information for the recent electrical line reactors installations all of which was submitted around April 15th. OHM compiled a submittal package with copies of final contract payment, waivers or lien, M&G bond, manufacturer warranty, and LCRC and MDOT permit closeouts. That submittal package was delivered with the record plans to LCWA.

Once LCWA reviews the submitted material to their satisfaction, the infrastructure will need to be "officially" turned over to LCWA to become part of their system and their on-going responsibility. To memorialize this process I am asking the Board to take the following action:

1. Authorize the transfer of $5,000 from the Joint Project Escrow to the LCWA project Escrow for engineering oversight/closeout services. (Doc. A)
2. Adopt the Quit Claim Deed for the booster station property to LCWA. (Doc. B and C)
3. Authorize the formal request that LCWA take possession of the newly constructed infrastructure.
4. Approve the financial settlement of the Master Operating Agreement provisions per Board action on November 16, 2015. (D thru G)

Per bullets 4, E, F and G, the Township has been invoiced for our share of MOA obligations. However since that time, the water main and booster station close out documentation has been submitted to LCWA. As the Township has fronted the entire booster station cost (approximately $739,659), LCWA would have a balance owed to Brighton Township in the amount of approximately $232,669.

SUPPORTING DOCUMENTS:

A. OHM Letter regarding Escrow Funds dated April 12, 2016
B. Proposed Quitclaim Deed and Attorney email dated April 12, 2016
C. Quitclaim Deed from MDOT to Brighton Township recorded February 11, 2016
D. BTBT minutes regarding LCWA REU / MOA obligation. November 16, 2015 (excerpt)
E. LCWA Invoice #002 Dated December 8, 2015
F. LCWA Summary of Cost Allocation and Payment November 24, 2015
G. OHM email regarding estimated booster station cost April 13, 2016

SUGGESTED MOTION: Motion by_____, supported by_____ to:

1. Authorize the transfer of $5,000 from the Joint Project Escrow to the LCWA project Escrow for engineering oversight/closeout services. (Doc. A)
2. Adopt the Quit Claim Deed for the booster station property to LCWA. (Doc. B)
3. Authorize the Township Manager to make the formal request that LCWA take possession of the newly constructed infrastructure.
4. Approve the financial settlement of the Master Operating Agreement provisions per Board action on November 16, 2015 and that payment of LCWA Invoice #002 be made contingent upon LCWA reimbursement for the booster station as illustrated in LCWA document dated November 24, 2015

ROLL CALL VOTE REQUIRED? Yes

A.

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities℠

April 12, 2016

LIVINGSTON COMMUNITY WATER AUTHORITY
Green Oak Township Hall
10001 Silver Lake Road
Brighton, MI 48116

Attention: Mark St. Charles, Chairperson

Regarding: Old US 23 Water Main Extension
Escrow Funds for Construction Observation Services

Dear Mr. St. Charles:

The proposed water main and booster pump station has been constructed as part of a development agreement between Brighton Township and Lake Trust Credit Union. Brighton Township is acting as the lead agency for the construction of the improvements.

Prior to the start of water system construction, escrow funds (for observation services) were deposited with the LCWA Treasurer based on an estimate provided by the LCWA Engineer. The amount was $54,000.

At this time the balance in the escrow is depleted, and additional funds are required to be transferred into the LCWA account for this project.

We recommend that $5,000 be transferred from the Brighton Twp. escrow fund to the LCWA escrow fund to cover the final construction closeout costs. This escrow request is for construction observation services only, and not for contract administration or construction engineering.

If you have any questions regarding this feel free to contact us at (734) 522-6711 or elaine.gumpper@ohm-advisors.com.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.

Elaine A. Gumpper

Elaine A. Gumpper, P.E.
Project Engineer

cc: Brian Vick, Brighton Township Manager (via email)
Jacob Rushlow, Brighton Township Engineer (via email)
Ann Bollin, Brighton Township Clerk (via email)
Anthony Dowson, Highland Treatment (via email)
Chris Donajkowski, OHM (via email)

B.

Manager

From: John Harris <john.harris@harrisandliterski.com>
Sent: Tuesday, April 12, 2016 3:34 PM
To: Manager
Subject: LCWA Quit Claim Deed
Attachments: Quit Claim Deed 4-12-16.doc

Brian:

Attached please find a proposed Quit Claim deed for the booster station. What I have done is continued the restrictions MDOT placed on the Township's receipt of the property. That means LCWA gets the property, subject to the conditions imposed by MDOT.

I do believe you need to get Board approval for the transfer, together with authority for Tom and Ann to sign the deed.

If you have any questions, let me know.

JOHN K. HARRIS, ESQ.
HARRIS & LITERSKI

Pinehollow Place
123 Brighton Lake Rd., Ste. 205
Brighton, Michigan 48116
(810) 229-9340
(810) 229-4764 Fax
www.harrisandliterski.com

This transmission and all attachments (if applicable) contains confidential information belonging to the sender and is legally privileged, confidential, and exempt from disclosure under law. The information is intended only for use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately at (810)229-9340, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank you.

B

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the Charter Township of Brighton, a municipal corporation, whose street address or post office address is: 4363 Buno Road, Brighton, MI 48114,

Quit Claims to Livingston Community Water Authority, an intergovernmental authority, whose street address or post office address is: 9220 Rickett Road, Brighton, MI 48116,

the following described premises situated in the Township of Brighton, County of Livingston, and State of Michigan to-wit:

> Lots 40 and 41, EXEPTING THEREFROM I-96 Right of Way, Brighton Country Club Annex, a subdivision, as recorded in Liber 5 of Plats, Page 26, Livingston County Records.
>
> There shall be no right of direct ingress or egress from the interchange area of Highway 96, to and from and between the lands herein described.
>
> The lands described above in fee contain 6,620 square feet, more or less.

Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134 Section (5)(h)(i) as amended, MCLA 207.505(h)(i) and under 1933 Public Act 330 Section (6)(h)(i) as amended. MCLA 207.526 (h)(i).

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, Act No. 93 of Public Acts of 1981, MCL 286.471 et seq.

Grantor grants to Grantee the right to make all available division(s) under section 108 of the land division act, Act No. 288 of Public Acts of 1967, MCL 560.101 et seq.

This conveyance is subject to the following reservations or restrictions which are binding on Grantee and its successors and assigns. These reservations or restrictions were contained within the Quit Claim Deed received by Grantor from the Michigan Department of Transportation ("MDOT") dated February 3, 2015, and recorded at 2015-004267 of the Livingston County Register of Deeds.

1. MDOT reserves such interest as may be necessary to permit invasion of the air space above the Property and any structure, by noise, vibrations, fumes, or dust arising from the construction maintenance, repair, removal or use of the adjacent highway or street. Upon acceptance of this conveyance, Grantee agrees not to assert any claim arising out of these reserved interests.

2. Upon acceptance of this conveyance, Grantee agrees not to change the physical condition of the Property so as to impede or interrupt the free flow of water run-off and drainage from the abutting highway right of way. Grantee agrees to reimburse MDOT for any and all amounts incurred by MDOT arising out of Grantee's noncompliance with this restriction including, but not limited to, design and construction costs, repair costs, highway defect claims, incidental damages, loss of use and attorney fees and court costs.

3. All easements of record and right to maintain any public utility facilities existing on, under or over the Property. Upon acceptance of this conveyance, Grantee agrees to permit the owners of these facilities to cross over the Property for maintenance purposes.

4. There shall be no right of ingress or egress over and across the limited access right of way line set forth in the legal description and the Property.

Dated this _____ day of _____, 2016.

Charter Township of Brighton,
A municipal corporation,

By:_____
Thomas E. Murphy
Its: Supervisor

By:_____
Ann M. Bollin
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by the Charter Township of Brighton, a municipal corporation, by Thomas E. Murphy, Supervisor, and Ann M. Bollin, Clerk.

My Commission expires: _____

_____
_____, Notary Public
_____ County, Michigan
Acting in _____ County

Instrument drafted by: John K. Harris (P29060)
123 Brighton Lake Road, Suite 205, Brighton, MI 48116
When recorded return to: Same
Send Subsequent Tax Bills to: Grantee

2015R-004267
RECORDED ON
02/11/2015 11:36:30 AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 16.00
REMON: 4.00
PAGES: 3

C.

QUITCLAIM DEED

Michigan Department
Of Transportation
2416 (11/14)

The Michigan Department of Transportation (Grantor), whose address is P.O. Box 30050, Lansing, Michigan 48909, for the sum of Five Hundred Dollars ($500.00) quit claims to Charter Township of Brighton, a Government Unit (Grantee), whose address is 4363 Buno Road, Brighton Michigan 48114, the following described real property (the Property) situated in the Township of Brighton, County of Livingston, State of Michigan, described as:

LEGAL DESCRIPTION:

Lots 40 and 41, EXCEPTING THEREFROM I-96 Right of Way, Brighton Country Club Annex, a subdivision, as recorded in Liber 5 of Plats, Page 26, Livingston County Records.

There shall be no right of direct ingress or egress from the interchange area of Highway I-96, to and from and between the lands herein described.

The lands described above in fee contain 6,620 square feet, more or less.

Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134 Section (5)(h)(i) as amended, MCLA 207.505(h)(i) and under 1933 Public Act 330 Section (6)(h)(i) as amended. MCLA 207.526(h)(i).

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, Act No. 93 of Public Acts of 1981, MCL 286.471 *et seq.*

Grantor grants to Grantee the right to make all available division(s) under section 108 of the land division act, Act No. 288 of Public Acts of 1967, MCL 560.101 *et seq.*

PROPERTY TAX CODE		
CONTROL SECTION 47065	PARCEL 73S, Part A	JOB NUMBER
TRACT NUMBER 1410	LAND CONTRACT NUMBER	

Michigan Department
Of Transportation
2416 (11/14)

QUITCLAIM DEED

The Michigan Department of Transportation (Grantor), whose address is P.O. Box 30050, Lansing, Michigan 48909, for the sum of Five Hundred Dollars ($500.00) quit claims to Charter Township of Brighton, a Government Unit (Grantee), whose address is 4363 Buno Road, Brighton Michigan 48114, the following described real property (the Property) situated in the Township of Brighton, County of Livingston, State of Michigan, described as:

LEGAL DESCRIPTION:

Lots 40 and 41, EXCEPTING THEREFROM I-96 Right of Way, Brighton Country Club Annex, a subdivision, as recorded in Liber 5 of Plats, Page 26, Livingston County Records.

There shall be no right of direct ingress or egress from the interchange area of Highway I-96, to and from and between the lands herein described.

The lands described above in fee contain 6,620 square feet, more or less.

Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134 Section (5)(h)(i) as amended, MCLA 207.505(h)(i) and under 1933 Public Act 330 Section (6)(h)(i) as amended. MCLA 207.526(h)(i).

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, Act No. 93 of Public Acts of 1981, MCL 286.471 *et seq.*

Grantor grants to Grantee the right to make all available division(s) under section 108 of the land division act, Act No. 288 of Public Acts of 1967, MCL 560.101 *et seq.*

PROPERTY TAX CODE		
CONTROL SECTION 47065	PARCEL 73S, Part A	JOB NUMBER
TRACT NUMBER 1410	LAND CONTRACT NUMBER	

20

This conveyance is subject to the following reservations or restrictions which are binding on Grantee and its successors and assigns:

1. Grantor reserves such interest as may be necessary to permit invasion of the air space above the Property and any structure, by noise, vibrations, fumes, or dust arising from the construction maintenance, repair, removal or use of the adjacent highway or street. Upon acceptance of this conveyance, Grantee agrees not to assert any claim arising out of these reserved interests.

2. Upon acceptance of this conveyance, Grantee agrees not to change the physical condition of the Property so as to impede or interrupt the free flow of water run-off and drainage from the abutting highway right of way. Grantee agrees to reimburse Grantor for any and all amounts incurred by Grantor arising out of Grantee's noncompliance with this restriction including, but not limited to, design and construction costs, repair costs, highway defect claims, incidental damages, loss of use and attorney fees and court costs.

3. All easements of record and right to maintain any public utility facilities existing on, under or over the Property. Upon acceptance of this conveyance, Grantee agrees to permit the owners of these facilities to cross over the Property for maintenance purposes.

4. There shall be no right of ingress or egress over and across the limited access right of way line set forth in the legal description and the Property.

FORM APPROVED
1/29/15
MAW
ASSISTANT ATTORNEY GENERAL

Signed this 3RD day of February, 20 15

Signature Mark Van Port Fleet, Director, Bureau of Development

KELLY RAMIREZ
Notary Public, State of Michigan
County of Ingham
My Commission Expires May. 07, 2018
Acting in the County of INGHAM

STATE OF MICHIGAN
COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 3rd Day of February 20 15.

By Mark Van Port Fleet, Director, Bureau of Develop.

Kelly Ramirez, Ingham, Michigan 5/7/18
NOTARY PUBLIC COUNTY COMMISSION EXPIRES

Drafted by:	When recorded return to:
Jennifer Bullen, Michigan Department of Transportation Development Services Division P.O. Box 30050 Lansing, Michigan 48909	Michael Christensen, Michigan Department of Transportation Development Services Division P.O. Box 30050 Lansing, Michigan 48909

PROPERTY TAX CODE

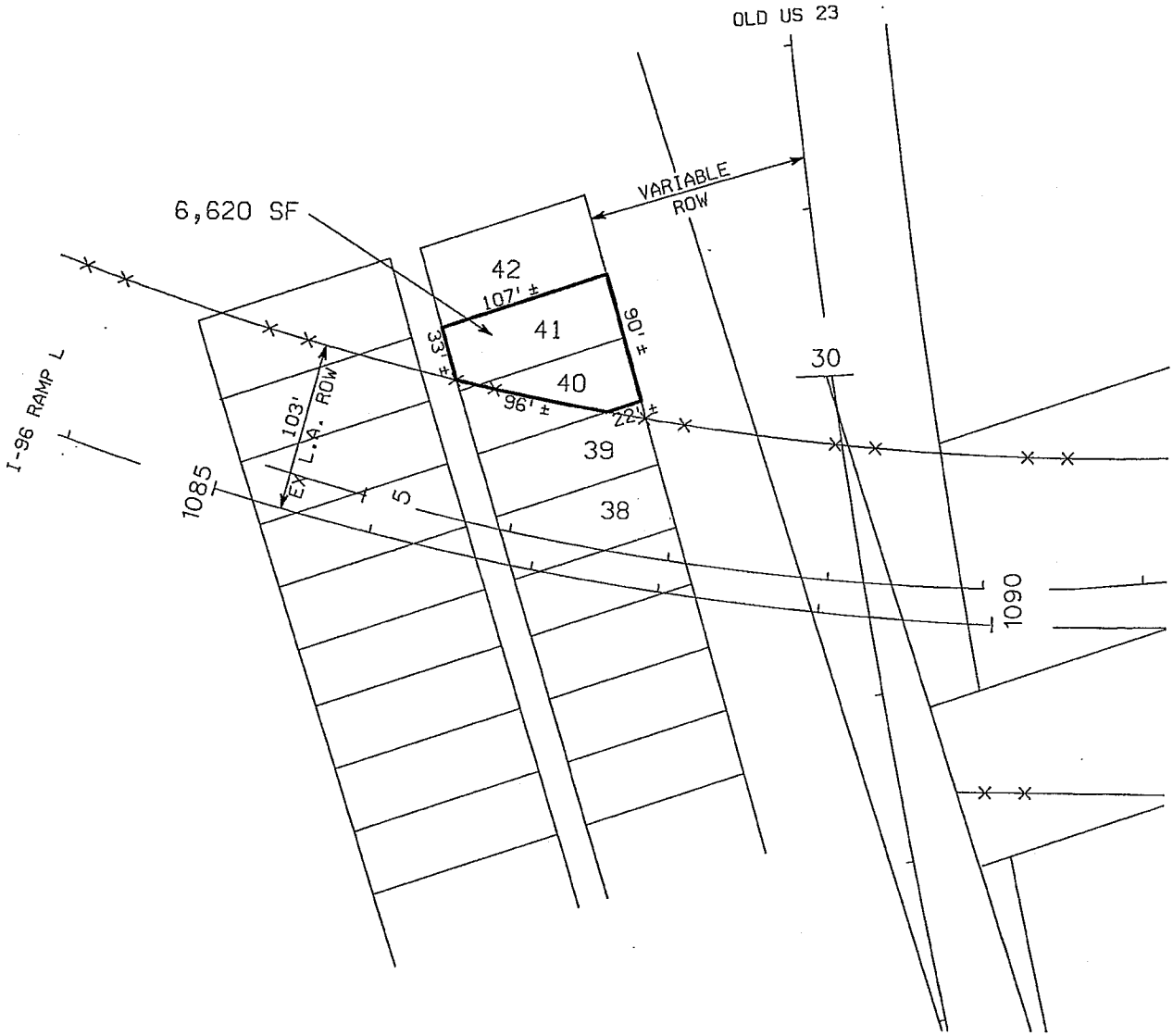
CONTROL SECTION	PARCEL	JOB NUMBER
47065	73S, Part A	
TRACT NUMBER	LAND CONTRACT NUMBER	
1410		

SEC.32, T2N , R6E
BRIGHTON TOWNSHIP
LIVINGSTON COUNTY

CONTROL 47065
JOB NO. 99999
PARCEL 73S, Pt A
Tract 1410

N

SCALE
1"=100'
DRW'N JW 5/14
REV



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

March 6, 2015

Mr. Brian Vick, Manager
Charter Township of Brighton
4363 Buno Road
Brighton, Michigan 48114

Dear Mr. Vick:

Subject: Quitclaim Deed, Tract 1410

Enclosed is the executed and recorded quitclaim deed for the above excess property conveyance from the Michigan Department of Transportation.

If you have any further questions, please contact me at 517-373-7091.

Sincerely,

Jennifer Bullen
Development Services Division
Michigan Department of Transportation

Enclosure

D.

MINUTES

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

NOVEMBER 16, 2015
REGULAR MEETING
7:00 P.M.
(810) 229.0560

Clerk Bollin called the meeting to order at 7:01 P.M. The Pledge of Allegiance was said.
Present: A. Bollin, Clerk; D. Hawk, Treasurer; C. Doughty, Trustee; M. Slaton, Trustee; L. Weaire, Trustee.
Absent: T. Murphy, Supervisor; P. Michel, Trustee

D. Hawk moved and L. Weaire seconded **to appoint Clerk Bollin as Chairperson.**
Motion carried.

CALL TO THE PUBLIC
Bob Potocki, 8420 Woodland Shore Drive – Looked into new subdivision development 712 days ago. Who is going to pay for $24 million sewer? Distributed handout; Township had no authority to bond; no assessment roll available.

Mike Palmer, 10382 East Grand River – Echoes Potocki's sentiments; four (4) years left on the bond; obligation ends in 2020; there is a $24 million liability. SELCRA needs to be dumped; objects to payments to SELCRA.

AGENDA
C. Doughty moved and D. Hawk seconded **to approve the consent agenda upon removing Check # 27782 payable to DTE in the amount of $906.46.**
Motion carried.

FIRST READING – Text Amendment to Zoning Ordinance, Article 22, Zoning Board of Appeals
Manager summarized the proposed changes.
C. Doughty moved and L. Weaire seconded **to schedule the second (2nd) reading for the proposed changes to Article 22 of the Zoning Ordinance.**
Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin.
Nays: None.
Motion carried.

LCWA REU Capacity Allocation/MOA (Master Operating Agreement) Member Obligations
Manager Vick provided overview of the LCWA REU Capacity Allocation and introduced Vicki Putala, OHM, and Ken Palka, Pfeffer, Hanniford, & Palka. V. Putala summarized memo dated November 9, 2015 as follow up to the October 5, 2015 BTBT meeting. K. Palka summarized member contributions to date. Discussion included needed REU's based on Reliability Study projections; recent interest expressed by the Kroger development; member obligations based on the MOA specifically the booster station and treatment available because of Filters 5 & 6 and 7 & 8; costs; efficiency; timing of monies owed; and history of LCWA water pipes and pipe lifespan.
L. Weaire moved and D. Hawk seconded **to purchase the additional 135 LCWA REU capacity and that they be allocated to Brighton Township.**
Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin
Nays: None.
Motion carried.

ADOPTION OF BUDGET AMENDMENT # 4, Personnel Transition
Manager Vick summarized the amendment as a housekeeping item due to recent personnel changes. Clarification was made regarding cross training of staff.

E.

DEC 11 2015

ORIGINAL DOCUMENT

Invoice #002

December 8, 2015

From: Livingston Community Water Authority (LCWA)
10001 Silver Lake Road
Brighton, Michigan 48116

To: Charter Township of Brighton
4363 Buno Road
Brighton, Michigan 48114

Cost of paying off Filters 5 & 6	$33,074.55
Cost of filters 7 & 8	56,412.23
Cost of filters 7 & 8 excess capacity	91,000.00
Total amount due	$180,486.78

Please make checks payable to - Livingston Community Water Authority

Livingston Community Water Authority (LCWA)
Summary of costs owed for filters 5 & 6, 7 & 8
As Approved by LCWA Board 11/18/2015
December 8, 2015

	Brighton Twp	Green Oak Twp	Hamburg Twp	Total
Filters 5 & 6 payoff of remaining balance	33,074.55	144,054.93	22,475.52	199,605.00
Applicable %'s	16.57%	72.17%	11.26%	100.00%
Filters 7 & 8 (prior to excess capacity)	56,412.23	245,701.32	38,334.44	340,448.00
Applicable %'s	16.57%	72.17%	11.26%	100.00%
Filters 7 & 8 (excess capacity)	91,000.00	0.00	0.00	91,000.00
Applicable %'s	100.00%	0.00%	0.00%	100.00%
Totals	180,486.78	389,756.25	60,809.96	631,053.00

Livingston Community Water Authority
Summary of Cost Allocation and Payments
November 24, 2015

	#	Project	Percentage Allocation			Amount Owed			Total Cost
			Brighton Township	Green Oak Township	Hamburg Township	Brighton Township	Green Oak Township	Hamburg Township	
HISTORIC		*Common Elements*							
	1	Well Field	33.33%	33.33%	33.33%	$ 1,132,873.66	$ 1,132,873.66	$ 1,132,873.66	$ 3,398,620.98
	2	Transmission System – Water Main	15.49%	76.44%	8.07%	$ 908,829.64	$ 4,484,889.45	$ 473,483.23	$ 5,867,202.32
	3	Storage Tank	44.16%	44.16%	11.68%	$ 443,883.68	$ 443,883.68	$ 117,404.02	$ 1,005,171.38
	4	Well Upgrades	16.57%	72.17%	11.26%	$ 113,196.14	$ 493,021.45	$ 76,921.46	$ 683,139.05
		Total Owed				$ 2,598,783.12	$ 6,554,668.24	$ 1,800,682.36	$ 10,954,133.73
		Total Paid				*$ 2,657,255.74*	*$ 6,652,738.50*	*$ 1,814,730.38*	*$ 11,124,724.62*
		BALANCE				$ (58,472.62)	$ (98,070.26)	$ (14,048.02)	$ (170,590.89)
	5	*Treatment Plant*							
	5a	Filters 1-4	16.57%	72.17%	11.26%	$ 477,030.88	$ 2,077,689.73	$ 324,162.20	$ 2,878,882.81
		Total Owed				$ 477,030.88	$ 2,077,689.73	$ 324,162.20	$ 2,878,882.81
		Total Paid				*$ 397,600.00*	$ 1,732,542.00	*$ 270,368.00*	*$ 2,400,510.00*
		BALANCE				$ 79,430.88	$ 345,147.73	$ 53,794.20	$ 478,372.81
ACTIVE	5b	Filters 5&6 reimbursement of O&M account (see note #4)	0.00%	0.00%	0.00%	$ -	$ -	$ -	$ 248,000.00
	5c	Filters 5 & 6 payoff of remaining balance	16.57%	72.17%	11.26%	$ 33,074.55	$ 144,054.93	$ 22,475.52	$ 199,605.00
	5d	Filters 7 & 8 (only to MOA)	16.57%	72.17%	11.26%	$ 56,412.23	$ 245,701.32	$ 38,334.44	$ 340,448.00
	5e	Filters 7 & 8 (excess capacity – 135 REUs)	100%	0%	0%	$ 91,000.00	$ -	$ -	$ 91,000.00
	6	*Booster Station*							
	6a	Initial	44.16%	44.16%	11.68%	$ 326,736.75	$ 326,736.75	$ 86,419.50	$ 739,893.00
		Total Owed				$ 507,223.53	$ 716,493.00	$ 147,229.47	$ 1,370,946.00
		Total Paid				*$ 739,893.00*	$ -	$ -	$ 739,893.00
		BALANCE				$ (232,669.47)	$ 716,493.00	$ 147,229.47	$ 631,053.00
FUTURE	6b	Buildout to MOA	44.16%	44.16%	11.68%	$ 251,712.00	$ 251,712.00	$ 66,576.00	$ 570,000.00

GENERAL NOTES:

(1) Percentage Allocation taken from Exhibit C of the First Amendment of the Master Operating Agreement, except for Transmission System-Water Main, which was calculated based on actual allocation of Township costs.

(2) Filters 5 & 6 payoff amount good through November 30, 2015

(3) Initial booster station price of $739,393 will change, as contract is not yet completed

(4) LCWA has opted to not reimburse the O&M account for filters 5 & 6, but will move forward with payoff of remaining balance.

(5) Balances or credits under the historic projects are not considered in balances or credits in the active or future project

G

Manager

From: Jacob Rushlow <jacob.rushlow@ohm-advisors.com>
Sent: Wednesday, April 13, 2016 10:53 AM
To: Manager
Subject: Updated Cost for Booster Station

Brian,

I spoke with Vicki this morning. Their team prepared an updated booster station total project cost based on our final construction costs and their anticipated effort to review record plans and complete closeout. That number is at $737,659.89. As you are aware, that number will be adjusted slightly once LCWA completes the project closeout.

Let me know if you need anything else.

JACOB A. Rushlow, PE
PROJECT MANAGER

OHM Advisors | ARCHITECTS. ENGINEERS. PLANNERS.

T 734.522.6711
F 734.522.6427
D 734.466.4517
C 734.812.7154

Advancing Communities®

ohm-advisors.com | Facebook | Twitter | LinkedIn

This message, including attachments, is confidential and may be privileged. If you are not an intended recipient, please notify the sender then delete and destroy the original message and all copies. You should not copy, forward and/or disclose this message, in whole or in part, without permission of the sender.

MINUTES

CHARTER TOWNSHIP OF BRIGHTON
PLANNING COMMISSION/ZBA
4363 BUNO ROAD
BRIGHTON, MI 48114

JANUARY 14, 2016
SPECIAL MEETING
6:00 P.M.
(810) 229.0562

Supervisor T. Murphy called the meeting to order at 6:00 P.M.
Present: S. Holden, G. Mitsopoulos, D. Schifko, M. Slaton, J. McKeon, J. Dorset, J. Cogley, F. Grapentien, J. Gibbons, C. Moran, S. Theis
Absent: G. Unruh, J. Stinedurf, R. Doughty, D. Hawk
Others Present: T. Murphy, Supervisor

CALL TO THE PUBLIC
None.

T. Murphy thanked the Planning Commission and Zoning Board of Appeals members for attending the training session and he introduced Ben Carlisle, Carlisle and Wortman, who presented a PowerPoint presentation on Basic Planning and Zoning and handed out a booklet which overviewed his presentation.

ADJOURNMENT
The meeting adjourned at 8:23 P.M.

Respectfully submitted,

Frank Grapentien, Acting Chairperson

John Gibbons, Secretary

Kelly Mathews, Recording Secretary

Ann M. Bollin, CMC, CMMC, Clerk

: MINUTES

CHARTER TOWNSHIP OF BRIGHTON
ZONING BOARD OF APPEALS
1580 S. OLD 23
BRIGHTON, MI 48114

NOVEMBER 18, 2015
SPECIAL MEETING
7:00 P.M.
(810) 229.0562

Chairman T. Winship called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
Present: R. Doughty, J. Dorset, D. Hawk, J. Cogley, F. Grapentien, T. Winship, J. Gibbons

CALL TO THE PUBLIC
None.

AGENDA
F. Grapentien moved and J. Dorset seconded **to approve the agenda as presented.**
Motion carried.

MINUTES
F. Grapentien moved and R. Doughty seconded **to approve the October 28, 2015 regular meeting minutes as presented.**
Motion carried.

BUSINESS
ZBA APPLICATION # 15/10; LOCATION: VARIOUS ALONG MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) ROW; APPLICANT AND OWNER: MDOT
Variance from Zoning Ordinance *Article 13, Sec. 13-08(a)(6), Construction Noise.*

Jack Rick, Michigan Department of Transportation (MDOT), presented an overview of the proposed I-96/US 23 interchange improvements which was originally a two (2) year project (2014-2015) but explained that the letting did not happen in 2014 so it became a 2015-2016 project. Therefore, MDOT is requesting that the construction noise variance that they received May 28, 2014 be extended into 2016. The anticipated project completion schedule is August/September 2016. He explained that in order to expedite the project and to not incur huge traffic problems they would like to utilize extended construction hours beyond what is allowed in the Zoning Ordinance (7 a.m. until 6 p.m. work days and no Sundays). Details of the specific requests by zone and by specific construction noise are outlined in MDOT's report dated October 15, 2015. Mark Sweeney, Jim Daavettila, and Catherine Dhulster, key MDOT personnel were also in attendance. Mr. Rick presented a project status report describing the various stages of the project in detail including what has been completed and what remains to be done in 2016. The pre-stage and stage 1 phases are complete and they are currently in stage 2; stage 2 and stage 3 will be completed in 2016.

PUBLIC HEARING
The public hearing opened at 7:20 p.m.
Angela Matthews, 5373 Military - Inquired what can be done to address air braking by trucks during and after construction.
Janet Lange, 5160 Walker, - e-mail dated 11/18/15 stating her reasons why the variance should be denied.
The public hearing closed at 7:25 p.m.

K. Mathews presented OHM's report dated October 28, 2015 and overviewed her report dated October 16, 2015. ZBA discussion ensued regarding clarification on the number of nights that MDOT was requesting a complete waiver for any and all construction activities which is nine (9) nights during each ramp closure for four (4) areas so a maximum of thirty-six (36) nights. Questions regarding the noise levels after the project is completed were discussed.

F. Grapentien moved and J. Cogley seconded **to grant a variance from Zoning Ordinance *Sec. 13-08(a)(6), Construction Noise,* for the work that MDOT will be doing in relation to the I-96/US 23 interchange improvements as identified in the MDOT report dated October 15, 2015. It is a slightly modified extension**

of ZBA Variance #14/04 approved May 28, 2014. MDOT is requesting extended hours for construction noise. MDOT's definition of zones 1 and 2 of the project area, which is in their report dated October 15, 2015, referred to as blue and pink, would allow construction noise beyond the normal construction noise hours as defined in their report Monday through Sunday in their defined zones and the specific types of noise are also defined in the report. Additionally, a complete waiver for construction noise beyond the Township noise levels would be allowed for any and all construction activities for nine (9) nights in each of four (4) areas during each ramp closure. MDOT's estimated project completion date is the end of September 2016. The extension of the construction hours will be revoked October 31, 2016 allowing for a time extension of ten percent (10%) for unforeseen circumstances. Starting November 1, 2016, MDOT and project contractors would adhere to Brighton Township ordinances in place at that time, or expect violation consequences. Further, MDOT and project contractors shall continue 24/7 contact with Brighton Township officials as the project continues, and MDOT, along with project contractors will enforce any work hour noise changes mandated in writing by the Township immediately. The approval is granted for various reasons, primarily to expedite the completion of the project that was initiated by the State of Michigan for vehicular traffic safety reasons. Although the variance request is a self-created variance request, the short-term, timeline defined portion of this approval should not substantially interfere with public safety, welfare, increase the hazard of fire, impair the adequate supply of light and air, or create an intolerable nuisance. The variance, if granted, should not substantially interfere with or discourage the appropriate development, continued use, or value of adjacent properties and the surrounding neighborhood. And, if proven otherwise, remedial avenues are already in place by either MDOT or Brighton Township.

Ayes: J. Cogley, T. Winship, R. Doughty, F. Grapentien, J. Dorset, J. Gibbons, D. Hawk
Motion carried.

REPORTS AND CORRESPONDENCE
D. Hawk - Township Board update.
T. Winship - Will not be reapplying for the ZBA.

CALL TO THE PUBLIC
None.

F. Grapentien moved and J. Dorset seconded **to adjourn.**
Motion carried.

The meeting adjourned at 7:45 p.m.

Respectfully submitted.

Frank Grapentien, Acting Chairperson

John Gibbons, Secretary

Kelly Mathews, Recording Secretary

Ann M. Bollin, CMC, CMMC, Clerk

MINUTES
LIVINGSTON COMMUNITY WATER AUTHORITY
JANUARY 20, 2016
REGULAR MEETING
2:00 P.M.
GREEN OAK CHARTER TOWNSHIP HALL
10001 SILVER LAKE ROAD
BRIGHTON, MI 48116

M. St. Charles called the meeting to order at 2:00 P.M. The Pledge was recited.
Present: A. Bollin, L. Weaire (Charter Township of Brighton); M. St. Charles (Green Oak Charter Township); P. Hohl, B. Hahn (Hamburg Township); S. Willet, non-voting member (Livingston Water Company)
Absent: R. Everett (Green Oak Charter Township)

CALL TO THE PUBLIC
None

APPROVAL OF AGENDA
P. Hohl moved and L. Weaire seconded **to approve the agenda as presented.**
Motion carried.

ELECTION OF OFFICERS
P. Hohl moved and A. Bollin seconded **to elect Mark St. Charles as Chairperson.**
Motion carried.

B. Hahn moved and A. Bollin seconded **to elect Pat Hohl as Vice-Chairperson.**
Motion carried.

P. Hohl moved and L. Weaire seconded **to elect Ann Bollin as Secretary.**
Motion carried.

P. Hohl moved and L. Weaire seconded **to elect Richard Everett as Treasurer.**
Motion carried.

APPROVAL OF MINUTES
L. Weaire moved and P. Hohl seconded **to approve the December 16, 2015 regular meeting minutes as presented.**
Motion carried.

JANUARY 20, 2016 CHECK REGISTER / BILLS / December 31, 2015 CASH BALANCE OF FUNDS & PLAN ESCROW
M. St. Charles provided update on staff review of past invoices for Legacy Center. Discussion included process for LCWA invoices/monies due and adding memo on the receipt.
A. Bollin moved and P. Hohl seconded **to approve the check register dated January 20, 2016 and receive and file the December 31, 2015 Cash Balance of Funds & Plan Escrow Statement as presented based on the Chair's explanation.**
Motion carried.

BOOSTER STATION COSTS
Chair led discussion on status of completion of booster station and reimbursement for DTE bills since LCWA is now billing customers served by the Old US 23 water main and booster station. Discussion also included rental meter for construction, date of transition, outstanding issues in order to finalize costs for

Master Operating Agreement amendment, request for drawings for Miss Digg's, and insurance status (B. Vick stated the contractor was responsible until the booster station is turned over).
P. Hohl moved and L. Weaire seconded **to authorize the Chairperson to complete the electric meter transfer to LCWA, fuel for the generator is to be billed to LCWA, and that LCWA funds be used to refund Brighton Township for booster station electric bills paid to date.**
Motion carried.

OPERATORS REPORT
A. Dowson reported on recent brown out and alarms; Walgreen's recent closing (he will check to see if the water is still on); usage increased from November to December; recent meeting with Kroger and their interest in obtaining LCWA water; seal leak due to low flow and seals not being hydrated; and Lake Trust Credit Union final punch list. Discussion included upcoming power shut down by DTE near the booster station for necessary work and request for sampling with results submitted at the next meeting. A. Dowson also provided an overview of water testing protocol for bacteria testing v. lead corrosion testing.
Written report for December 2015 was included in the packet.

CHAIRPERSON'S REPORT
No report.

TOWNSHIP REPRESENTATIVES REPORT
No report.

ADJOURNMENT
A. Bollin moved and P. Hohl seconded **to adjourn. The meeting adjourned at 2:59 P.M.**
Motion carried.

Respectfully submitted,

Mark St. Charles, Chairperson

Ann M. Bollin, CMC, CMMC, Secretary

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/JANUARY 2016

FUND	ACCOUNT	BANK	JANUARY ENDING BALANCE
101	General Fund	Key	$2,790,325.33
101	General Fund	Key	$1,000,000.00
101	Payroll Account	Key	$11,223.28
101	EFT	Key	$100.09
101	General Fund	Level One	$205,143.14
101	C.C.A.	Level One	$798,039.63
101	Water Improv	Level One	$233,406.84
101	General Fund	Capitol National	$210,035.58
101	General Fund	First National	$250,000.00
101	Basic HRA	First National	$8,848.08
101	General Fund	MBIA	$105,474.49
101	General Fund	MBS	$245,769.94
101	General Fund	MBS	$240,019.20
101	General Fund	Private	$250,770.83
101	General Fund	State	$247,851.47
208	Parks Fund	Level One	$614,261.76
208	Parks Fund	Flagstar	$262,634.93
209	Cemetery Fund	Level One	$70,962.67
212	Liquor Law	Level One	$45,178.67
249	Building Dept	Key	$4,847.97
257	Budget Stab	Level One	$4,464.68
257	Budget Stab	MBS	$270,164.70
405	Municipal Water	Level One	$764,168.24
589	Sewer Reserve	Level One	$653,908.85
590	Sewer 2000	Key	$462,919.10
592	Sewer Cap Debt	Level One	$2,502,939.26
593	Spencer Sewer	Level One	$204,018.41
701	Dog Account	Key	$590.47
701	Compliance Deposit	Key	$1,001.49
701	Trust & Agency	Key	$550.66
701	Bldg Perform Bond	Level One	$238,994.58
702	Pathway	Level One	$203,175.40
703	Current Tax	Key	$519,699.82
792	Future Rd Main	Level One	$1,282,672.77
792	Future Roads	Level One	$2,352,741.99
793	BT Lake Trust Escrow	Key	$165,092.14
793	Sewer Escrow	Level One	$193,017.28
793	BT Escrow Natural Ag	First Merit	$175,148.63
812	Road Main	Level One	$38,609.99
814	Roads Project	Level One	$58,072.86
871	Refuse Sani	Level One	$51,841.38
880	Aquatics	Level One	$133,881.71

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/FEBRUARY 2016

FUND	ACCOUNT	BANK	FEBRUARY ENDING BALANCE
101	General Fund	Key	$3,622,345.95
101	General Fund	Key	$1,000,000.00
101	Payroll Account	Key	$7,134.37
101	EFT	Key	$100.10
101	General Fund	Level One	$205,204.13
101	C.C.A.	Level One	$803,443.67
101	Water Improv	Level One	$236,772.97
101	General Fund	Capitol National	$0.00
101	General Fund	First National	$250,000.00
101	Basic HRA	First National	$8,848.08
101	General Fund	MBIA	$105,507.85
101	General Fund	MBS	$246,338.04
101	General Fund	MBS	$0.00
101	General Fund	Private	$251,151.17
101	General Fund	State	$248,478.53
208	Parks Fund	Level One	$614,444.38
208	Parks Fund	Flagstar	$262,738.98
209	Cemetery Fund	Level One	$70,983.77
212	Liquor Law	Level One	$44,750.71
249	Building Dept	Key	$4,848.36
257	Budget Stab	Level One	$4,466.01
257	Budget Stab	MBS	$270,402.30
405	Municipal Water	Level One	$764,395.43
589	Sewer Reserve	Level One	$654,103.26
590	Sewer 2000	Key	$567,517.68
592	Sewer Cap Debt	Level One	$2,685,263.95
593	Spencer Sewer	Level One	$208,890.88
701	Dog Account	Key	$1,570.54
701	Compliance Deposit	Key	$1,001.57
701	Trust & Agency	Key	$914.54
701	Bldg Perform Bond	Level One	$238,994.58
702	Pathway	Level One	$185,904.32
703	Current Tax	Key	$3,306,637.47
792	Future Rd Main	Level One	$1,283,054.11
792	Future Roads	Level One	$2,350,440.89
793	BT Lake Trust Escrow	Key	$163,067.99
793	Sewer Escrow	Level One	$196,058.86
793	BT Escrow Natural Ag	First Merit	$175,175.69
812	Road Main	Level One	$44,082.73
814	Roads Project	Level One	$61,147.96
871	Refuse Sani	Level One	$58,693.29
880	Aquatics	Level One	$128,645.47

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/MARCH 2016

FUND	ACCOUNT	BANK	MARCH ENDING BALANCE
101	General Fund	Key	$4,107,391.81
101	General Fund	Key	$1,000,000.00
101	Payroll Account	Key	$41,540.89
101	EFT	Key	$100.10
101	General Fund	Level One	$205,265.14
101	C.C.A.	Level One	$816,991.20
101	Water Improv	Level One	$240,140.30
101	General Fund	First National	$250,000.00
101	Basic HRA	First National	$8,848.08
101	General Fund	MBIA	$105,548.46
101	General Fund	Private	$251,151.17
101	General Fund	State	$248,478.53
208	Parks Fund	Level One	$614,627.06
208	Parks Fund	Flagstar	$262,850.25
209	Cemetery Fund	Level One	$71,004.87
212	Liquor Law	Level One	$44,001.17
249	Building Dept	Key	$4,848.77
257	Budget Stab	Level One	$5,137.95
257	Budget Stab	MBS	$270,621.00
405	Municipal Water	Level One	$772,274.78
589	Sewer Reserve	Level One	$654,297.73
590	Sewer 2000	Key	$456,467.41
592	Sewer Cap Debt	Level One	$3,081,866.75
593	Spencer Sewer	Level One	$217,030.21
701	Dog Account	Key	$410.11
701	Compliance Deposit	Key	$1,000.09
701	Trust & Agency	Key	$17,849.63
701	Bldg Perform Bond	Level One	$238,994.58
702	Pathway	Level One	$168,158.05
703	Current Tax	Key	$606.99
792	Future Rd Main	Level One	$1,283,435.57
792	Future Roads	Level One	$2,351,139.68
793	BT Lake Trust Escrow	Key	$118,022.93
793	Sewer Escrow	Level One	$199,236.09
793	BT Escrow Natural Ag	First Merit	$175,204.62
812	Road Main	Level One	$42,981.78
814	Roads Project	Level One	$62,185.53
871	Refuse Sani	Level One	$69,142.38
880	Aquatics	Level One	$144,464.42

BRIGHTON AREA FIRE AUTHORITY

Proudly serving Genoa Township, Brighton Township, and Brighton City

www.brightonareafire.com

2015 ANNUAL REPORT

2015 FIRE AUTHORITY BOARD

JIM MUZZIN, Chair - City of Brighton ★ JIM MORTENSEN, Vice-Chair - Genoa Township ★ SHAWN PIPOLY, Treasurer - City of Brighton

MIKE CORRIGAN, Secretary ★ PATRICK MICHEL, Brighton Township ★ GARY McCRIRIE, Genoa Township ★ LUCILLE WEAIRE, Brighton Township ★ NEAL NIELSEN, Attorney

On behalf of the Brighton Area Fire Authority, Fire Board, and the 90 bravest men and women in the Brighton area, I am pleased to present our 2015 annual report. This report shows a snapshot of the Authority and the great work that is accomplished day in, day out. The Brighton Area Fire Authority provides the full range of emergency and community related services expected of a professional, modern, all-hazards response agency. Our goal is to meet the needs of our communities by providing response to incidents while striving for fire service excellence. In 2015, our achievements demonstrated our commitment to reducing preventable fires and injuries through our relentless actions before an incident occurs.

In 2015, the Authority took steps to reduce our response time while ensuring a minimum response to all emergency requests. Through a creative measure, our duty crew coverage was expanded in July. Three full-time captains were assigned new shifts and were partnered with an on-duty paid-on-call staff to ensure two staffed personnel 24 hours a day, seven days a week. This is outside of our previous shift operations held on Monday through Saturday. The new duty crew has demonstrated a decrease in response times and aided our organization in meeting the growing demands of the communities.

In 2015, the Fire Authority saw an 11% increase in incidents as well as additional increases in all other activities; from fire inspections, plan reviews, car seat inspections, smoke alarm installations as well as training hours, our staff has risen to the demand and excelled in all categories. The foundation of the Fire Authority is maintaining well trained personnel. In 2015 we hired 20 new paid-on-call firefighters who completed their first year in training. This training placed a demand on our existing staff not only in the fire academy but also in the "on the job" training program to ensure the new recruits were operationally ready.

Training is a key component in meeting our service delivery needs. Continual training beyond the mandatory levels is essential in providing our staff with the skills they need every day and on challenging incidents. The training program has become very flexible to allow for options for our staff. This includes online sessions, practical sessions, along with partnering with the academy and neighboring fire departments.

During 2015, the Fire Authority lost one citizen due to a home fire and this fatality has left a lasting impact on our staff. We will strive for zero fire deaths in future years. Our smoke alarm program continues to set the standard across the Midwest and serves as an important tool in working to quickly alert occupants of a home fire. The program utilizes our staff on incidents, requests, or "blitz" campaigns to engage homeowners in fire safety and ensure working smoke alarms in every home.

Brighton Area firefighters take pride in providing an exceptional level of service in an atmosphere of stewardship and innovation. During 2015, the Authority was awarded approximately $100,000 in grants. Thank you for taking the time to review this annual report. We actively seek your input and feedback. If you have any questions or comments please feel free to contact me at mobrian@brightonareafire.com.

Michael O'Brian, Fire Chief

MICHAEL EVANS
Deputy Fire Chief

ANNE CAMPBELL
Human Resources Director

JAMES TESTER
Assistant Chief

MATTHEW SMITH
Assistant Chief

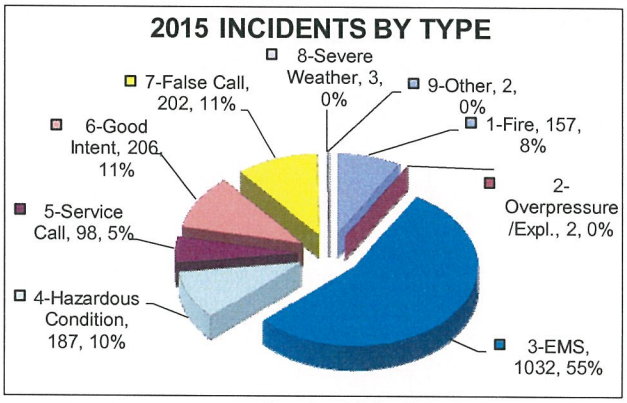
EMERGENCY RESPONSE

EMERGENCY RESPONSE

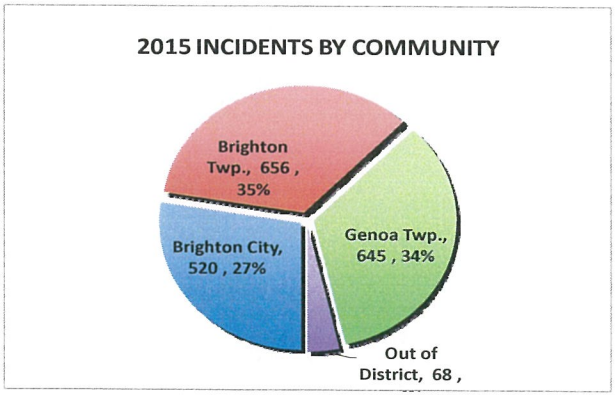
The Brighton Area Fire Authority proudly provides emergency services to three municipalities covering a 74 square mile area. The Authority responded to 1,889 calls for assistance in 2015. As the pie chart on this page reveals:

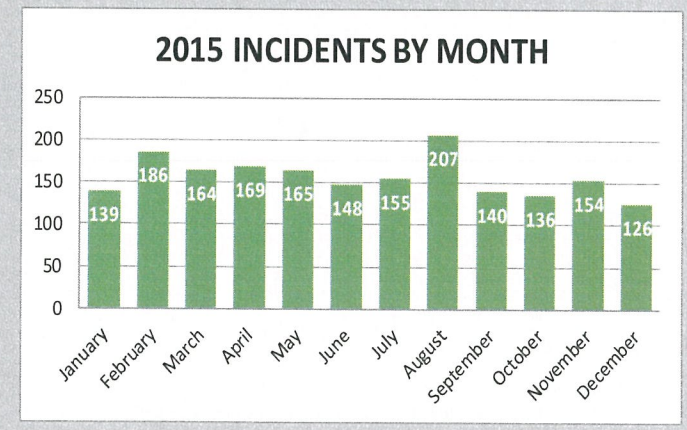
- EMS events demanded the greatest response activity with 1,032 incidents, or 55% of our calls
- Included in the number of EMS runs, there were 174 motor vehicle accidents (MVA)
- There were 157 fires of which 49 were structure fires

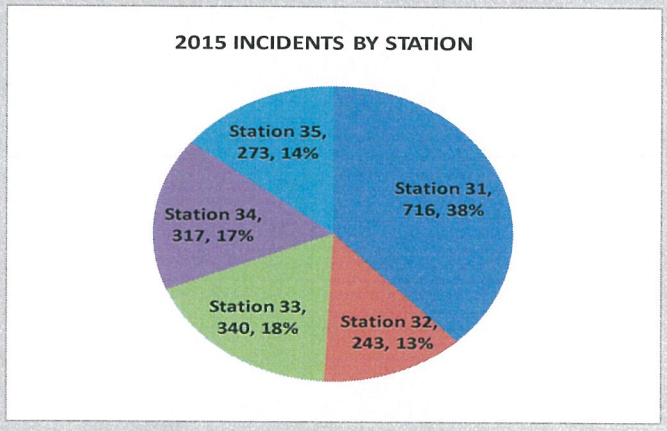
Five fire stations and a complement of 87 firefighters protect the communities comprising the Authority. Response data shows Fire Station 31 as being the busiest station, responding to 731 calls in 2015. In 2015, Mondays were our busiest days with 305 incidents. There were four major loss fires in 2015 and one death as a result of fire.

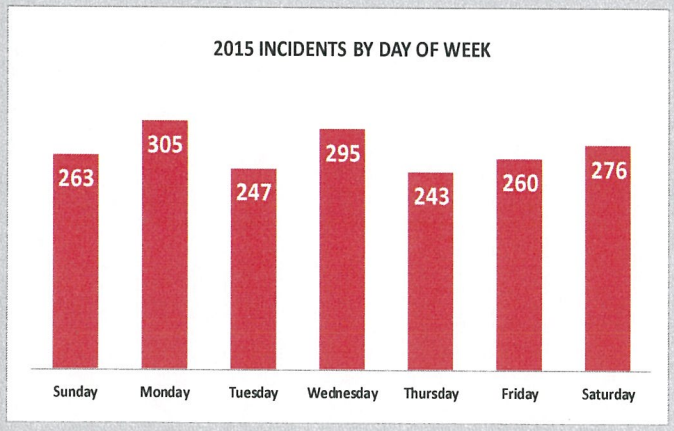


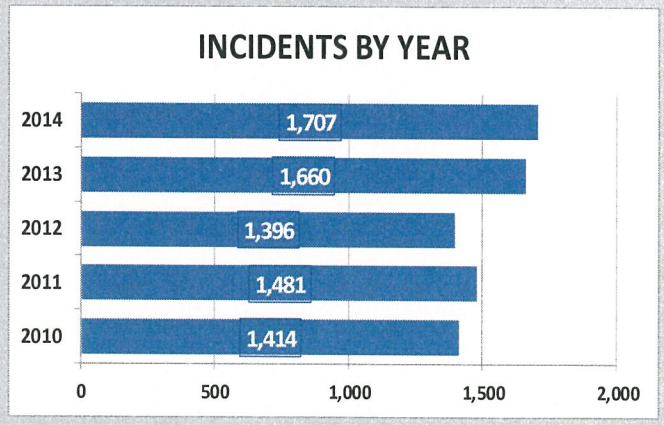
2015 MAJOR FIRE LOSS INCIDENTS		
DATE	COMMUNITY	LOSS
02/15/15	Genoa Township	$125,000
04/05/15	Brighton Township	236,000
05/18/15	Brighton Township	$250,000
07/31/15	Brighton City	$500,000
		$1,111,000

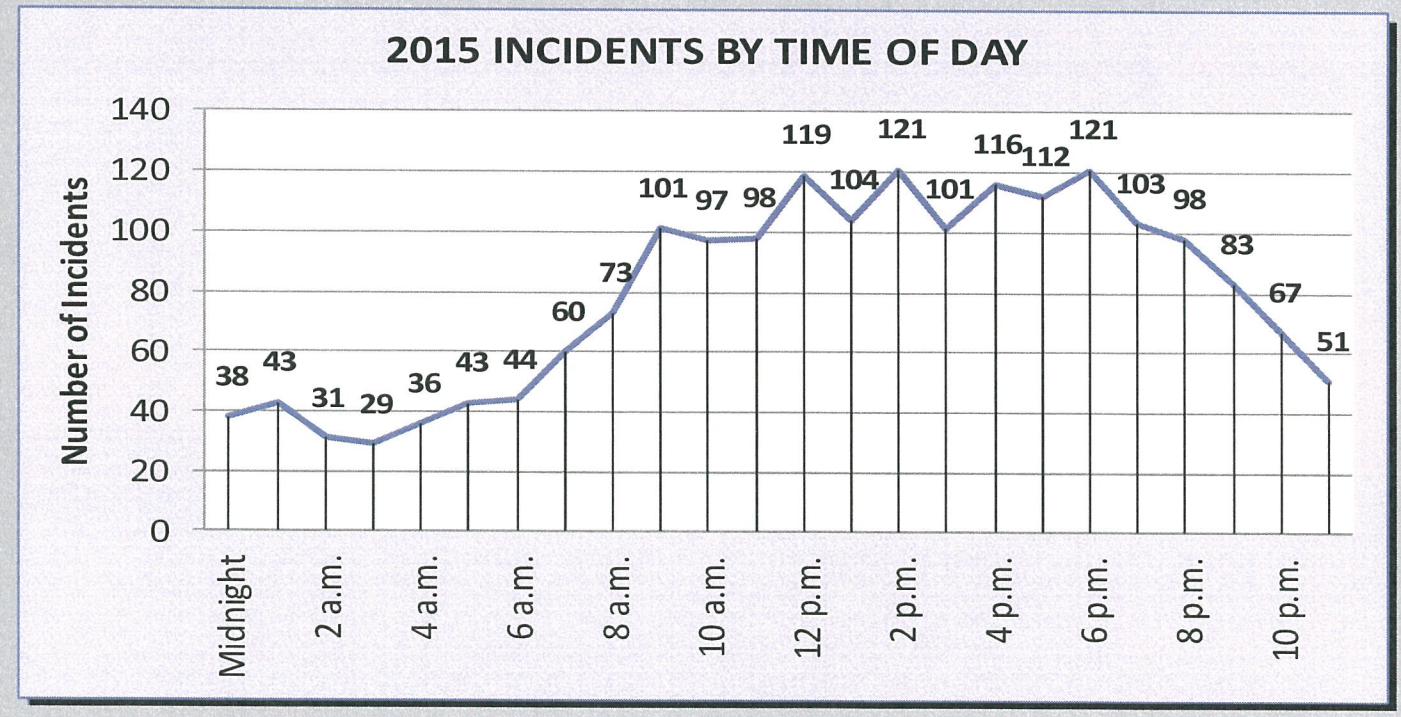



2015 INCIDENTS BY MONTH
250
200
150
100
50
0
139
186
164
169
165
148
155
207
140
136
154
126
January
February
March
April
May
June
July
August
September
October
November
December


2015 INCIDENTS BY STATION
Station 35, 273, 14%
Station 31, 716, 38%
Station 34, 317, 17%
Station 33, 340, 18%
Station 32, 243, 13%


2015 INCIDENTS BY DAY OF WEEK
263
305
247
295
243
260
276
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday


INCIDENTS BY YEAR
2014
1,707
2013
1,660
2012
1,396
2011
1,481
2010
1,414
0
500
1,000
1,500
2,000


2015 INCIDENTS BY TIME OF DAY
Number of Incidents
140
120
100
80
60
40
20
0
38
43
31
29
36
43
44
60
73
101
97
98
119
104
121
101
116
112
121
103
98
83
67
51
Midnight
2 a.m.
4 a.m.
6 a.m.
8 a.m.
10 a.m.
12 p.m.
2 p.m.
4 p.m.
6 p.m.
8 p.m.
10 p.m.

RECRUITMENT AND RETENTION OF PERSONNEL

Recruitment and retention continue to challenge combination and volunteer fire departments. The Brighton Area Fire Authority, as part of our strategic plan, sought opportunities to improve retention rates and utilized new creative channels to educate, inspire, and recruit residents to serve as Paid-On-Call firefighters in our community.

With a strong focus on retention, in spring of 2015, the Fire Authority met with over 50% of personnel to conduct "Stay Interviews." These interviews provided Administration an opportunity to understand what employees' value, what they believe the Fire Authority is doing well, and what possible issues/opportunities should be addressed. As a result of this feedback, the Fire Authority implemented the following actions with a very positive response from staff:

- Equipment Reimbursement Policy
- Paid-On-Call Relief Time
- First Authority picnic for staff and family (sponsored by the Brighton Area Firefighters Association)

In 2015, our overall retention rate improved significantly from 67% in 2014 to 80%. Of those who left our employment, 39% moved out of the fire jurisdiction and 25% separated due to time commitment and balance between primary job/family and Authority responsibilities.

As with retention, recruitment remains at the forefront of our strategic planning. Each year we explore new recruitment opportunities to reach out to residents who have a desire and motivation to serve. In 2015, with the support of our municipalities, we utilized marketing opportunities that provided significant exposure numbers, while at a conservative cost to the Fire Authority. As a result of our efforts, the Fire Authority welcomed 20 new recruits. Of those 20, 6 were hired with Fire I & II certification, saving the Fire Authority approximately $18,000 in training costs.

Below are several of the recruitment channels utilized this year:

- Distributed 8,400 recruitment inserts throughout Brighton Township with the 2015 winter tax bills
- Distributed 5,534 recruitment postcards via U.S. mail throughout Brighton Township (March)
- Placed a job posting for Paid-On-Call with the National Volunteer Fire Council Recruitment Portal
- Staffed a booth at the Livingston Regional Job Fair (April)
- "Michigan Works" fully supported our recruitment efforts. They posted our recruitment ad at the following colleges: Mott, LCC, Washtenaw, and Cleary
- Advertisement in June Marketeer (Hard Copy & Online)
- Michigan Balloonfest Newspaper Supplement (June)
- Distributed 4,100 recruitment inserts with the City of Brighton summer 2015 tax bills
- BAFA municipalities posted current recruitment ads to their websites
- Advertisements placed in the Brighton High School baseball dugout; field banner at Brighton High School at girls lacrosse games
- Social media
- Corrigan Oil gas kiosks
- Advertisements placed on livingstoncountydaily.com, Careerbuilder.com, and Press & Argus print. (July)

2015 PROMOTIONS

CAPTAIN/COMMUNITY RISK REDUCTION SPECIALIST

Lauren Brookins

PROMOTION TO THE RANK OF SERGEANT

Robert Furlong

PROMOTION TO AERIAL PLATFORM OPERATOR

Bryan Berry ★ Dave Mourer

PROMOTION TO ENGINEER

Corey Labor ★ Brad Beaver

PROMOTION FROM RECRUIT TO FIREFIGHTER

Carl Crimaldi ★ Ryan Dennett ★ Anthony Fenn
Jonathan Kupec ★ Kevin Lander ★ Justin Packman
Tyler Schmiesing ★ Kevin Schneider ★ Thomas Smeal
Jordan Truesdell ★ Kevin VanDerhoof

2015 NEW HIRES

20 Paid-on-Call personnel were hired in 2015

TRAINING

2015 Livingston County Firefighter Training Academy

The Brighton Area Fire Authority is proud to have a workforce of highly skilled and motivated firefighters who are ready to provide the best quality care and hazard mitigation for our citizens and visitors at a moment's notice. Training has always been one of the strengths of the Brighton Area Fire Authority. We recognize the need to always remain solid on core skills, as well as train rigorously for those calls that are high hazard/low frequency.

Training in the Fire Service is a career-long commitment, and begins the day a candidate is hired up to the day the most senior firefighter retires. The Authority supports this commitment by administering continuing education and training that contribute to organizational and individual development, as well as meeting numerous requirements placed upon the fire service today by many regulatory agencies, (NFPA, ISO, OSHA, ANSI, and Regional EMS). The Authority strives for continuous improvements in individual and team skills, knowledge, and ability. A challenging mix of hands-on and classroom training prepares our Firefighters to perform a wide variety of fire service missions.

As it relates to training, it is the mission of the Brighton Area Fire Authority to provide the highest quality instruction and evaluation to our employees. This is intended to prepare our Authority to serve our community in the most efficient and effective means possible, and to ensure personal safety as we deliver this service.

The Livingston County Firefighter Training Academy, sponsored by the Brighton Area Fire Authority, is dedicated to creating a collaborative learning environment based on mutual respect and appreciation for the diversity of life and work experiences that each student brings to the learning environment. Our training program is academically and physically rigorous and requires the candidate to be motivated and responsible for the knowledge that they are presented. The program seeks to facilitate learning for each student in order that he or she can become a competent firefighter who meets the Brighton Area Fire Authority, the State of Michigan, and the U.S. Department of Transportation National Standards.

The 2015 graduation class comprised 28 cadets representing the following departments:

- Brighton Area Fire Authority
- Fowlerville Fire Department
- Green Oak Fire Department
- Hamburg Township Fire Department
- Hartland Deerfield Fire Authority
- Howell Area Fire Authority
- Lyon Township Fire Department
- Putman Township Fire Department
- South Lyon Fire Department
- Walled Lake Fire Department

2015 ACADEMY GRADUATION AWARDS

Academic Excellence
Kevin VanDerhoof, Brighton Area Fire Authority

Leadership Award
Mike Olando, South Lyon Fire Department

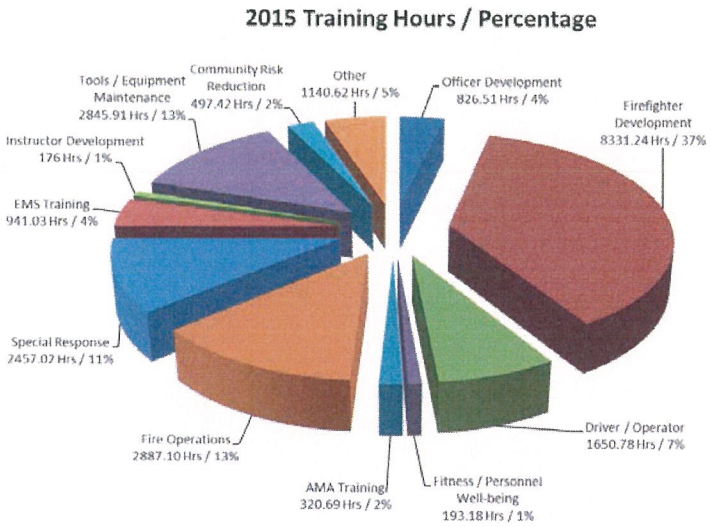
Bull Dog Award
Cynthie Conrad, South Lyon Fire Department

Everyone Goes Home Award
Dean Mitchell, South Lyon Fire Department

Instructor Award
Victoria Lalewicz, Howell Area Fire Department

Top Rung Award
Anthony Fenn, Brighton Area Fire Authority

Class of 2015 Top Cadet
Kevin VanDerhoof, Brighton Area Fire Authority



Officer Development - Blue Card command training, classes, programs and conferences that enrich the personal skillsets for officer staff

Personnel Development - FF I & II Academy, EMR, OJT, Junior Training

Driver / Operator - Certification and recertification of Authority Engineers & Aerial Platform Operators

Fitness / Personnel Well-being- Firefighter fitness, team building, stand-down training

AMA Training - Practical drill sets with the surrounding automatic mutual aid departments

Fire Operations - Training on various fire ground tactics, practical drills

Special Response- Training on ice / water rescue, hazardous materials, technical / trench rescue, Firefighter safety survival

EMS Training - Medical training, CPR , practical EMS skill sets

Instructor Development - Training of instructors for academies and in-house programs

Tools / Equipment Maintenance - Apparatus maintenance, equipment maintenance, station maintenance

Community Risk Reduction - Public education programs, company inspections, fire prevention training

Other - Vehicle extrication training, policy review, anti-harassment training

2015 TRAINING CALENDAR

JANUARY

This month was dedicated to EMS continuing education with a focus on patient assessment, packaging, report writing and Livingston County EMS Apparatus overview.

FEBRUARY

Several training topics were covered in February. All Authority firefighters participated in anti-harassment and ethics training. Training was also conducted on ice rescue in conjunction with the Fire Academy. The month concluded with an in-depth classroom training session on "Understanding SLICERS."

MARCH

With the bitter cold still locked in and the snow still piling up, crews were tasked with close quarters hose line advancement. Time was spent reviewing SCBA usage and cleaning procedures. March also is the time when we review yearly requirements in lock-out / tag-out, right-to-know, confined space, and blood-borne pathogens. March also was the beginning of the 36-hour Aerial Platform Operator certification program for four of our Engineers.

APRIL

April saw the conclusion of the Aerial Platform Operator certification program and produced four new operators. It was the beginning of our 40-hour Apparatus Pump Operator program for four firefighters ready to make the transition to driver. We conducted the annual respiratory protection review that covers SCBA usage, cancer prevention, and practical evaluation.

MAY

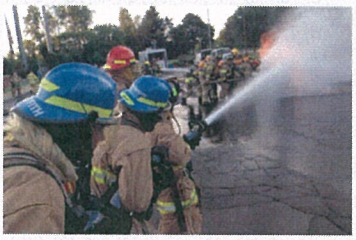
A concentrated effort was placed in reviewing confined space - trench rescue operations for first arriving companies. The training was conducted in conjunction with the County Technical Rescue Team in both classroom and practical evolutions. We also conducted AMA training with 6 other departments at our neighboring department's training house. This training simulated a large fire event that presented crews with a mayday, water supply, and Blue Card / IC operations. Lastly, we prepared ourselves for the summer boating season by conducting water rescue training at the Brighton High School pool.

JUNE

The month started out with additional trench rescue training, and then transitioned into using a donated house located on Spencer Road for the remainder of the month to conduct firefighter self-survival skills, firefighter rescue, and hose advancement.

JULY

BAFA hosted the Michigan Propane Association's training program on combating propane-fueled fires. Live fire training was conducted at Station 32 using multiple props, 8 different departments sent personnel to partake in the valuable training. The rest of the month was focused on the county-wide water supply drill. Crews worked with all the departments in Livingston County and conducted large water shuttling and pumping operations.



AUGUST

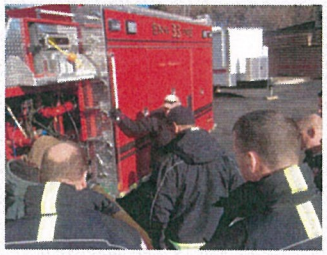
August saw the continuation of additional AMA training. This month the training was held with smaller groups. Stations were paired with the neighboring departments and crews were tasked with first arriving assignments. We also conducted our yearly review of rope operations, and the types of assistance we provide to the technical rescue teams.

SEPTEMBER

This month was the beginning of a four-month review and recertification of the Blue Card incident command system. Officers earned hours towards the required recertification process, and firefighters were placed in non-conventional incident command positions to develop better awareness and understanding. Training was implemented at the Spencer Road house utilizing the Blue Card command system by running drill sets with fire companies. We finished the month with Narcan training and learning the administration protocol.

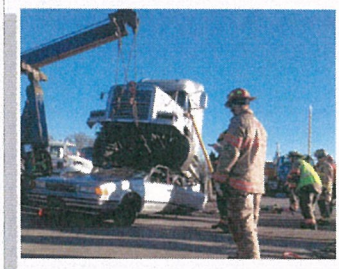
OCTOBER

We welcomed two new engines from the Pierce Manufacturing Company, and concentrated training for all firefighters regarding the new features and the systems. Training was conducted by Pierce representatives with classroom and practical hands-on instruction. Fire companies trained all month running drill sets utilizing the new rigs. Also held was the annual engine company operations competition where Station 35 won the coveted trophy for 2015.



NOVEMBER

Hazmat training was the focus in November. Crews were recertified in Hazmat Operations and reviewed new E-31 and E-33. Live fire training was conducted at the Spencer Road burn site following NFPA 1401 guidelines. Crews were faced with various fire sets in the home and conducted hose advancement and fire suppression. Brighton also hosted the Large Truck Extrication Program conducted by START Rescue. This training required firefighters and tow operators to work together to understand the dynamics of large vehicle extrications. This training was in conjunction with the Corrigan Towing Company.



DECEMBER

Training focus was on "company level" drills by fine-tuning some of our core skill sets. Also held was the year-end training event, Authority Jeopardy, to test the firefighters' knowledge in history, Standard Operating Guidelines, and operations.

HONOR GUARD

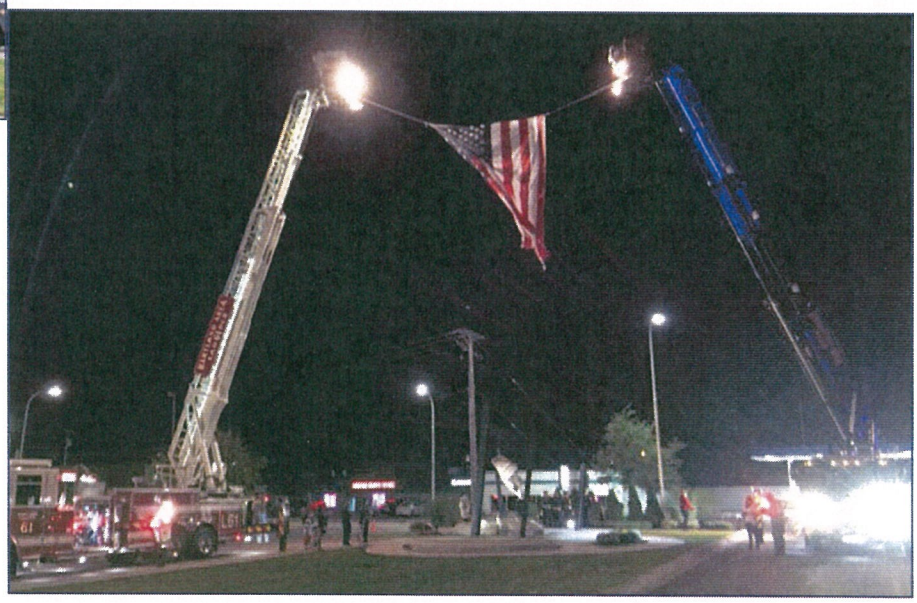
The Brighton Area Fire Authority Honor Guard is a six member team who train together to provide services. Teamwork and uniformity is of major importance to the success of services provided by the Honor Guard.

Staff who are a part of the Honor Guard include Captain Greg Mowbray, Captain Rick Boisvert, Captain Ryan Sovey, Lieutenant Derrick Bunge, Lieutenant Jason Hordos, and Sergeant Joseph Pawczuk.

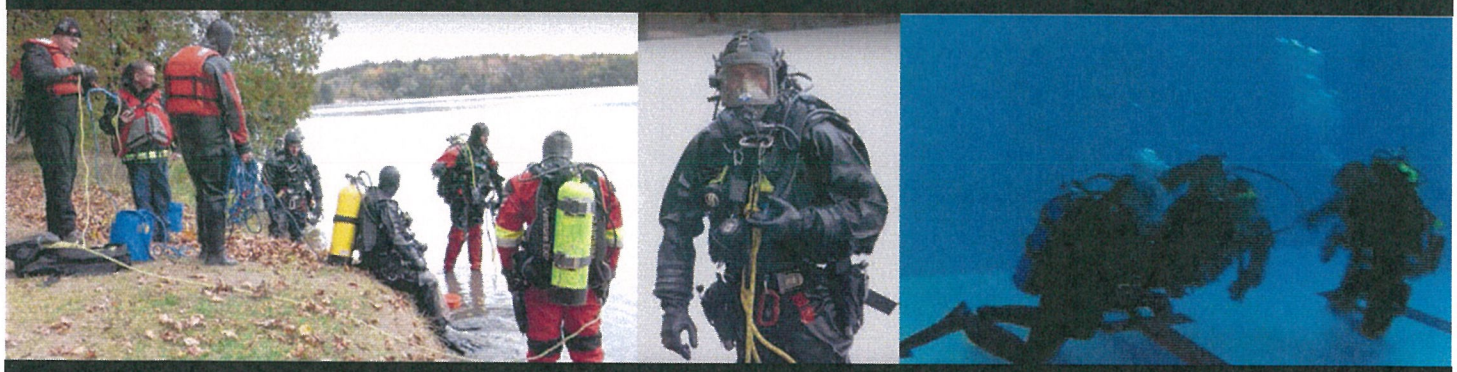
Established in 2012, our goal is to represent all members of the Brighton Area Fire Authority with the highest degree of professionalism, dedication, loyalty, honor, and dignity. We strive to honor firefighters in life, as well as death, and to exhibit the best possible image to the entire community.

In addition to funerals and memorial services, the honor guard may be called upon to post colors, march in parades, attend social functions and badge pinning ceremonies, and any other function authorized or requested by the Fire Chief.

In 2015, the Honor Guard had the distinct honor of carrying the United States Honor Flag and conducted the ceremonial Memorial Tap, a pay of respect for all who have given the ultimate sacrifice, at our 9/11 memorial located in front of fire headquarters during the 9/11 ceremony held on September 11th.



SPECIAL RESPONSE TEAMS (SRT)



Dive/Rescue Team during training exercises

SPECIAL RESPONSE TEAMS (SRT)

Select staff continued to actively participate on the following Livingston County Special Response Teams:

- Hazardous Materials Incident Team
- Technical Rescue Response Team
- Dive/Recovery Team
- Fire Investigation Team

All teams conduct monthly training meetings in addition to occasional weekend training events.

HAZARDOUS MATERIALS INCIDENT TEAM

The Brighton Area Fire Authority continues to be well represented on the Livingston County Hazardous Materials Response Team (LCHMRT). BAFA has 6 employees who are actively involved with the team.

In 2015, LCHMRT responded to three incidents. The first was a BAFA incident with a muriatic acid spill at the Brighton High School pool. The second response was to assist Livingston County Animal Control in Iosco Township with air monitoring, and the third was a mutual aid call to Shiawassee County for a nitric acid spill.

LCHMRT hosted 11 training exercises throughout 2015 where BAFA staff trained a combined total of 64 hours. Subjects included air monitoring, unknown substance identification, personal protective equipment, decontamination of personnel and equipment, bonding and grounding of containers, and emergency scene operations. The LCHMRT also participated in a regional functional hazardous materials drill with hazardous materials response teams from surrounding counties.

Standardized Department-wide hazardous materials training was held. Additionally, one Hazardous Materials Operations class (as part of the fire academy) was delivered in the Spring of 2015.

TECHNICAL RESCUE RESPONSE TEAM

In 2015 the Livingston County Tech Rescue team was activated twice. Portland contacted the team for assistance due to a tornado with several collapsed buildings. Eighteen team members staged at the Lansing Training Center. The team was also called for standby in Webberville during a grain storage bin collapse with a trapped person. The team is comprised of 23 active members from five county fire departments and Livingston County paramedics. The team attended three MUSAR classes resulting in 340 hours of training.

FIRE INVESTIGATION TEAM

The Brighton Area Fire Authority investigated all structure fires to determine the origin and cause of the fires and investigated all other types of fires that appeared to be suspicious in nature. BAFA employs four trained fire investigators and has a total of 6 personnel assigned to the investigation team. In 2015, the team investigated 20 fires, a slight increase over 2014. Two of these fires were determined to be incendiary (arson) and were turned over to local law enforcement.

DIVE/RESCUE TEAM

There are 5 active BAFA personnel on the Livingston County Dive/ Rescue team. Two firefighters joined in December 2015 and continue to work towards becoming certified rescue divers in 2016. Bryan Berry completed all necessary exercises to become a certified rescue diver in 2015. Three team members completed a Train-the-Trainer course for ice rescue and are now certified ice rescue trainers. The dive team was activated three times during 2015 for possible drownings, but never entered the water for any of the activations. The 5 team members trained for a combined total of 301 hours.

INSPECTIONS/PLAN REVIEWS/INVESTIGATIONS

Livingston County Fire Inspectors Class - 2015 & Fire Investigation and Documentation Photos

The primary objective of our community risk reduction efforts is to reduce the impact of fire. This is achieved through inspections, plan reviews, fire investigations, enforcement, and education (for the community and staff). In 2015, the Authority maintained the established objectives for education and enforcement, whereas the number of plan reviews and conducted inspections were unprecedented. The second full year of our Company Fire Inspector program was a huge success for employees and the communities we serve.

In 2015, the Authority achieved an unparalleled amount of inspection activity. While the number and location of businesses / occupancies constantly evolves, inspectors reviewed and refined that list to establish annual and biennial rotations for inspections dependent upon occupancy use. Company Fire Inspectors conducted 821 biennial and re-inspections, while full-time Inspectors conducted 1,411 inspections comprised of annual inspections, re-inspections, fire protection system acceptance inspections, change of occupancy and final occupancy inspections. Staff also performed 248 plan reviews that consisted of fire protection systems (99), building (60), site plans (72), and miscellaneous plans (17).

Fire Investigations showed a single event increase over last year. Over the past three years there has been an average of roughly 19 investigations annually, with 20 conducted in 2015. Investigators also received continuing education by participating in educational seminars offered by Oakland County Association of Arson and Fire Investigators.

2015 FIRE PREVENTION HIGHLIGHTS IN EDUCATION

- Lt. Bunge successfully passed examinations for certifications in NFPA Fire Inspector II and NFPA Certified Plans Examiner.
- Capt. Boisvert successfully passed the examination for NFPA Certified Fire Protection Specialist.
- All Authority NFPA certified inspectors attended one or more continuing education conferences presented by the Michigan Fire Inspectors Society.
- DC Evans, Capt. Boisvert, and Lt. Bunge presented Company Fire Inspector training to 12 employees. This class provided 32 hours of training and focused on key concepts and the efficient use of code books to conduct a proper inspection. Continuing education (15 hours) was offered in-house to further explore specific fire inspection topics to refine skills.

FIRE INSPECTION ACTIVITY COMPARISON

ACTIVITY	YEAR 2015	YEAR 2014	PERCENT CHANGE
INSPECTIONS			
FIRE SAFETY INSPECTION	1,051	692	52%
COMPLAINT INVESTIGATIONS	39	20	95%
CERTIFICATE OF OCCUPANCY INSPECTIONS	82	44	86%
SPECIALTY & MISCELLANEOUS INSPECTIONS	50	37	35%
RE-INSPECTIONS	869	545	59%
NEW CONSTRUCTION INSPECTIONS	133	61	118%
TOTAL INSPECTIONS	2,224	1,399	59%
VIOLATIONS CITED	2,005	2,242	-11%
CITATIONS ISSUED	0	0	n/a
FIRE INVESTIGATIONS	20	19	5%
PLANS REVIEWED			
SITE PLANS	72	59	22%
BUILDING PLAN REVIEW	60	22	173%
FIRE PROTECTION SYSTEM PLANS	99	40	148%
MISCELLANEOUS REVIEWS	17	27	-37%
TOTAL REVIEWS	231	121	91%

PUBLIC EDUCATION

COMMUNITY RISK REDUCTION

Preventing emergencies from occurring is a key goal of the Fire Authority and reducing the impact of fire in our communities continued to be a primary focus in 2015. Solid outreach programs such as our smoke alarm program, Community CPR classes, public education, and child car seat safety inspections are just a few examples of non-emergency activities that make a difference every day.

Following a competitive process, Capt. Lauren Brookins was promoted to the full-time position of Community Risk Reduction Specialist on 10/25/15. She was selected to serve in operational roles in addition to essential non-emergency roles (company inspections, smoke alarms, public education, maintenance, training, etc.).

COMMUNITY CPR

Cardiopulmonary resuscitation (CPR) is a proven lifesaving skill. BAFA is a training site for the American Health and Safety Institute.

- CPR classes are offered bi-monthly and upon special request for groups of 5 or more.
- Each CPR class averages 12 BAFA residents and neighboring communities.
- Additional programs including basic first aid, babysitting safety, and an assortment of first responder topics are also offered.
- In 2015, more than 40 programs were presented educating nearly 500 citizens.

PUBLIC FIRE PREVENTION EDUCATION

Fire prevention education is one of the leading methods to keep people safe at home and at work. BAFA staff annually presents a wide array of programs to target audiences varying from preschool age children to senior citizens. Event size ranges from small impromptu walk-in tours to large events such as the Kiwanis gazebo concerts and the Fourth of July parade. Our largest event is the annual Open House, held in proximity to National Fire Prevention Week, which is designed to entertain and educate. It routinely draws 1,000 community members to participate in safety activities and demonstrations for all ages including performing an escape from the practice smoke house. In 2015, our attendance was beyond expectations with nearly 3,000 attenders.

SMOKE ALARM PROGRAM

In 2015, the Brighton Area Fire Authority staff continued their efforts to increase awareness about the importance of residential smoke alarms. The aggressive Smoke Alarm Campaign, initiated in late 2011, steadily continues to focus on testing and/or installation of residential smoke alarms. Multiple community relationships have been developed in addition to media campaigns, articles in school newsletters, and face-to-face communication during educational events to further promote awareness.

Since the launch of the campaign, door-to-door efforts have targeted areas with higher fire incidents and high-risk housing to ensure existing alarms are functional and properly installed. Upon discovery of non-functional or an inadequate number of smoke alarms, new smoke alarms were immediately installed. With efforts to ensure all homes in our jurisdiction have working smoke alarms, responding crews have been instructed to safety check all smoke alarms in the homes they enter during emergency conditions. Those homes with inadequate coverage have been equipped with operational smoke alarms. This comprehensive awareness campaign to safeguard our residents is further promoted when this vital information is shared with friends and family. As a result, residents became more inquisitive about additional actions they can take at home to ensure their safety. The Authority expects this concentrated effort will help avert injuries and loss of life.

In 2015, the Authority checked 500 homes and installed 700 smoke alarms in 350 homes. Since inception, statistical data gathered indicates 44% of the homes we entered did not have functioning alarms. In total, over 4,000 alarms have been installed including 100 specialized systems for those with hearing impairment. Of the 44%, it was determined that 15% of the homes with non-functioning alarms were occupied by adults over the age of 65, and 7% had children under the age of 5.

HOWELL HIGH SCHOOL FIRE ACADEMY / CADETS

2015-16 Howell High School Fire Academy Students

HOWELL HIGH SCHOOL FIRE ACADEMY

The Howell High School Fire Academy is a cooperative effort of the Livingston County fire chiefs to foster future firefighters and establish a strong recruitment resource. We are currently in our third year of operation, after being the first successful high school fire academy in the state of Michigan. Since our inception, we have received numerous calls, emails and visits from other fire departments and school districts who are thinking along this path.

The fire academy meets in their own "fire station," a former auto shop, which houses two fire engines, all of our SCBA (Self-Contained Breathing Apparatus), fire gear and many of our props used for teaching. The program is overseen by Lt. Tom Kiurski with the assistance of many fire instructors from area fire departments. Classes are held during the first three class periods of each school day. Those students who successfully complete the program are eligible to take Firefighter I & II testing for state certification.

Our current fire academy has 17 cadets who represent seven different school systems, and are comprised of 5 females and 12 males. Many of our past graduates currently work for Livingston County fire departments, and have obtained certification to deliver EMS (Emergency Medical Services) to our citizens. Our fire academy students visited the University of Michigan Trauma Burn Center to learn more about burn injuries and their treatment, the Michigan Firehouse Museum, and attended an 8-hour live burn training event.

JUNIOR FIREFIGHTERS (CADETS)

The Authority is responsible for one of the oldest Junior/Cadet programs in the Michigan. Originating with the City of Brighton Fire Department, this program continues with the Authority and works to build volunteerism and leadership with the youth in our communities. The Junior Cadet program is open to 16-18 year olds and is a hands-on program that exposes interested participants to the fire service. The Junior Cadet program is presented to the high schools and private schools for recruitment. Cadets acquire and maintain the essential skills and proficiencies necessary for optimal performance during emergency calls. When they turn 18, these fully trained and State-certified individuals may apply for employment with the Authority.

In 2015, the BAFA Junior Cadet program had 6 active members. Three were enrolled in the fire academy, two were enrolled in the Livingston County Firefighter Training Academy, one was enrolled in the Howell High School Fire Academy, and one cadet completed the Howell High School Fire Academy during the last academic year. The cadets work closely with mentors to advance their skills and knowledge for paid employment with the Brighton Area Fire Authority. They participate in Junior-specific weekend trainings, Authority-wide trainings, and numerous other Authority-organized special events. Their participation takes place after school and on the weekends, all while being required to maintain an appropriate grade point average. Some have jobs, others are active in sports, and some participate in both. This program is designed to teach young men and women ethics, self-discipline, communication, balance, and other key skills necessary for success in the fire service as well as other life endeavors. Many cadets have successfully advanced to obtain employment with career departments and have held ranks as high as fire chief.

APPARATUS

APPARATUS

The Authority is responsible for the largest apparatus fleet in the County and surrounding areas, with over 17 apparatus and 5 staff vehicles responding from 5 strategically located fire stations. The year 2015 was busy with apparatus as we planned, inspected, and finally took delivery of two new Pierce Engines. The process started in 2014 with the approval to replace the two oldest engines in the fleet, and it concluded in late 2015 with the arrival of the two new engines. With the new engines came many improvements over the engines that were being replaced. The following list is just a snapshot of these improvements.

- Onboard class A foam system
- High power LED light tower, and LED scene lighting
- Added warning lights
- Onboard generator
- ABS Braking system
- Air bags
- Intercom system that is integrated with fire dispatch radio

These trucks will serve our citizens for many years and will help to reduce repair and maintenance costs as well as out-of-service time. It took countless hours and a great amount of effort on the part of all employees to place both trucks in service.

EMS / MABAS / MUTUAL AID

EMERGENCY MEDICAL SERVICES (EMS)

The Brighton Area Fire Authority provides critical response to EMS incidents throughout the district. In 2015, an emphasis had been placed on high-performance CPR as well as ensuring top quality skill sets for all EMS incidents. Although, primary EMS response is provided by Livingston County EMS, the Fire Authority provides crucial response on high priority incidents or when EMS units are not available for a timely response.

- 55% of our emergency responses are to medical incidents. This includes vehicle accidents
- Licensed at the Medical First Responder Level, the Authority has 9 vehicles licensed for response
- A focus on high-performance CPR has lead to an increase in "saves" of those whom we respond to in cardiac arrest

The Fire Authority continued in 2015 to look at creative means to reduce the impact that preventable incidents had on the Fire Authority response. We are continually working with LCEMS to optimize the medical response and ensure quality response to our community.

MUTUAL AID

The Brighton Area Fire Authority continued to receive and provide mutual aid to local fire departments as part of our automatic aid and mutual aid agreements. This may be as simple as working with Lyon Township on automatic aid on I-96 to provide faster response times or as complex as multiple tankers, chief officers, and engines to a large commercial fire in a neighboring community.

Our focus on providing and receiving automatic and mutual aid is to ensure a proper and efficient response to all incidents in a timely fashion. In 2015, we;

- Received mutual aid on 32 incidents from neighboring organizations
- Provided automatic or mutual aid 57 times
- Chief officers provide oversight of aid agreements as part of the Livingston County Fire Chiefs Association.

There are times when mutual aid is not provided directly on the emergency scene, but rather to one of our stations to provide coverage while we are committed to an incident.

MUTUAL AID BOX ALARM SYSTEM-MICHIGAN

The Brighton Area Fire Authority continued to play a critical role in our division (31-01) within the Michigan MABAS system. Our division is comprised of 7 other fire organizations, and our chief officers provide critical leadership to the division as well as throughout the State of Michigan.

In 2015, our division was activated for the first time to provide a strike team to Ingham County for coverage during a large funeral. Along with four other fire departments, BAFA provided one engine with four personnel to ensure adequate coverage of various communities if necessary.

The MABAS-MI system is continuing to add divisions across the State of Michigan as well as increasing its capabilities. Two BAFA staff members are part of the Michigan "Task Force One," which is the only task force in Michigan under MABAS-MI direction.

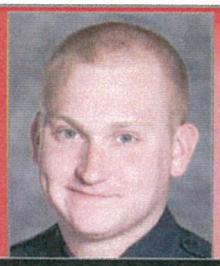
AWARDS AND EXCELLENCE

2015 AUTHORITY FIREFIGHTER OF THE YEAR
HARLAN LAHRING, ENGINEER
Chief O'Brian presented a special leather helmet and State Representative Lana Theis presented a State certificate

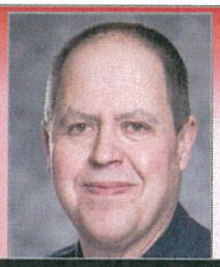
FIREFIGHTER OF THE YEAR AWARD

Name inscribed on station wall plaque, Certificate, Citation Bar, and contribution from the Fire Authority

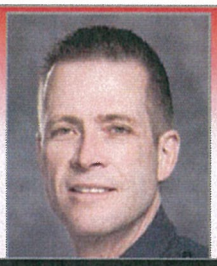
The Firefighter of the Year Award is an annual award given to a non-chief, active regular Firefighter, who has made the most significant contribution to the Authority during the course of that year. Nominations for this award are chosen by senior staff for exhibiting leadership, mentorship, and good will towards the Authority and its employees.



BRIAN GRAMZA
STATION 31
2015 FIREFIGHTER OF THE YEAR

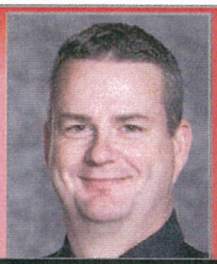


HARLAN LAHRING
STATION 32
2015 FIREFIGHTER OF THE YEAR



DAVID MOURER
STATION 33
2015 FIREFIGHTER OF THE YEAR

AARON GAGE
STATION 34
2015 FIREFIGHTER OF THE YEAR



COREY LABER
STATION 35
2015 FIREFIGHTER OF THE YEAR

MEDAL OF VALOR
INCIDENT: #15-0245 DATE: 02/15/15
DESCRIPTION: STRUCTURE FIRE

Chief O'Brian presented award to Lt. Jim Boisvert, Sgt. Joe Daniel, Sgt. Andrew Piskorowski

UNIT CITATION

Lt. Derrick Bunge, Capt. Rick Boisvert, FF/APO Steve Hoyer, FF/Eng. Justin Segal, FF/Eng. Bryan Berry, FF/Eng. Jim Gramza, and Deputy Chief Michael Evans
(Not pictured: Assistant Chief Matthew Smith)

MEDAL OF VALOR
INCIDENT: #15-0577 DATE: 04/17/15
DESCRIPTION: SMOKE ALARM ACTIVATION

Chief O'Brian presented award to
Capt. Glen Bailey,
Sgt. Ray Ridge, and
FF Corey Laber

SPECIAL AWARDS

UNIT CITATION
INCIDENT: #15-0597 DATE: 04/18/15
DESCRIPTION: ATV Rolled off the Roadway

Chief Michael O'Brian, Jr. Cadet Nolan Witt, FF Brad Beaver, Sgt. Ray Ridge, and Capt. Glen Bailey

UNIT CITATION
INCIDENT: 15-0617 DATE: 04/23/15
DESCRIPTION: Extrication from Building

Chief Michael O'Brian, Lt. Derrick Bunge, Deputy Chief Mike Evans, Capt. Lauren Brookins, Capt. Don Hall
(not pictured: Tony Kozlowski, FF/Eng. Jacob Cook)

MEDICAL SERVICE AWARD
INCIDENT: 15-0623 DATE: 04/25/15
Pedestrian Struck by a Vehicle

Chief Michael O'Brian, FF/Eng. T. J. Smith, Sgt. Andrew Piskorowski, FF/Eng. Justin Segal, and FF Cristo Basas

COURAGE TO ACT AWARD
Hartland FD: 15-0680 DATE: 11/15/15
Choking Victim

Chief Michael O'Brian, Hannah Berry, FF/Eng. Bryan Berry (Father)

SPECIAL AWARDS

MEDICAL SERVICE AWARD
INCIDENT: #15-1078 DATE: 07/24/15
DESCRIPTION: CPR Save

Chief Michael O'Brian, Lt. Jason Hordos, Captain Lauren Brookins, Capt. Larry DeWachter, FF/Eng. Justin Segal, and Deputy Chief Mike Evans

MEDICAL SERVICE AWARD
INCIDENT: 15-1145 DATE: 08/02/15
DESCRIPTION: Respiratory Arrest

Chief Michael O'Brian, Sgt. Ray Ridge, Capt. Glen Bailey, Capt. Don Hall, Sgt. Joe Pawczuk, FF Corey Laber, FF Ryan Dennett, and FF Jacob Spisak

UNIT CITATION
INCIDENT: 15-1335 DATE: 09/01/15
Vehicle Extrication

Chief Michael O'Brian, Deputy Chief Mike Evans, Capt. Ryan Sovey, Sgt. Robert Furlong, and FF/Eng. Jim Gramza

UNIT CITATION
INCIDENT: 15-1699 DATE: 11/18/15
Vehicle Extrication

Chief Michael O'Brian, Lt. Derrick Bunge, Capt. Don Hall, Capt. Rick Boisvert, and Lt. Jim Boisvert

SPECIAL EVENTS

Authority staff participated in special events around the State and throughout our community including:

- Trained the University of Michigan physician interns in vehicle extrication practices
- Participation in City of Brighton civic events
- Participated in multiple events at the Capital including welcoming new legislators, fire prevention week with the Governor, and testifying on various bills which affect the Authority
- Deputy Chief Evans completed his term as President of the Michigan Fire Inspectors Society
- BAFA Strategic Planning session held with the Fire Board
- Authority picnic was held at Genoa Township park on 6/14/15.
- Firehouse luncheon on 6/5/15 with Congressmen Bishop and our State Legislators to discuss the importance of the Fire Service and BAFA and Livingston County and how we are fighting the fire problem in Michigan.
- BAFA hosted the Center for Public Safety Excellence for four days of training
- BAFA hosted the Grand Traverse Metro Fire Department to compare best practices
- Chief O'Brian was made Chair of the International Association of Fire Chiefs Fire and Life Safety Section
- 2/24/7 staffing went live on 7/1/15.

FIRE
RESCUE

brighton fire

BRIGHTON
AREA

ENG 31 INE

Climb for Air at Detroit RenCen
March 1, 2015

The BAFA team climbed 70 stories while wearing full turnout gear, and raised $3,875.

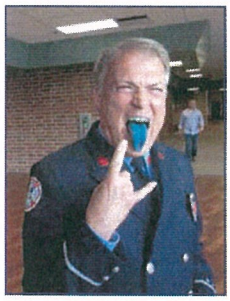
Standing (L-R):
Victoria Lalewicz (Howell FD), Robby Przybylski, Jim Gramza, David Mourer, Rick Boisvert, Derrick Bunge, Jeff Lewis, Margaret Adams, Tyler Schmiessing, Ian Griffith, Brian King, and Bryan Berry

Kneeling (L-R):
Adam Bishop, Steve Hoyer, Nick Gariepy , Brianna Groth, Jacob Cook, and Brad Beaver

9-11 Charity Run - Firefighters ran/walked the entire 5K course in full turnout gear. Civilians also ran/walked and a total of $2,450 was raised for the memorial.

Annual dodge ball team-building event

BAFA Firefighters held their 74th Annual Halloween Party at Fire Station 31
Librarians from the Brighton District Library put on a couple of story time programs for younger kids which got wonderful feedback. Tim Thurmond did an astonishing job of not only blowing balloons for individual kids – but also with an absolute monster of a dragon head that was amazing



IMPACTING THE COMMUNITY

- 11 Community CPR programs were taught resulting in 200 trained persons
- 149 public education programs were conducted for schools, senior housing residents, businesses, and community groups
- Over 3,000 people attended the annual Open House on 10/11/15
- 700 Smoke alarms were installed
- 73 Child safety seats were installed
- 9/11 5K Memorial Run held on 9/12/15. 175 participants raised $2,450 towards the completion of the 9/11 memorial.
- 18 Firefighters participated in the American Lung Association Climb for Air at the Detroit Renaissance Center raising $3,875 on 3/1/15
- The 74th annual Halloween Party brought record crowds with 1,046 attendees.
- The Annual "Soup Out" luncheon for fire board members, local municipalities and fire departments, police, and EMS personnel on 2/25/15
- Firefighters rang the Salvation Army bells the weekend before Christmas. Salvation Army officials reported it was the most ever raised over a similar period, a record breaking $25,359.
- Three participants in the Muscular Dystrophy Association Lock-Up on 2/11/15 raised $625.

BRIGHTON AREA FIRE AUTHORITY

STAFF

December 31, 2015

Michael O'Brian, Fire Chief
Michael Evans, Deputy Chief
Anne Campbell, Human Resources Director
Tom Kiurski, Lieutenant/Howell High School Academy Instructor
Claudette Monroe, Office Coordinator
Lynda Howard, Administrative Assistant
Jean Coil, Administrative Assistant

James Tester, Assistant Chief
Stations 31, 34, 35

Matthew Smith, Assistant Chief
Stations 32, 33

STATION 31

Larry DeWachter *Captain/Leader*
Jeffrey Fahrney *Sergeant*
Andrew Piskoroski *Sergeant*
Robert Furlong *Sergeant*
Matthew Herbert *Firefighter/APO*
Matt Mardeusz *Firefighter/APO*
Justin Segal *Firefighter/Eng.*
Brian Gramza *Firefighter/Eng.*
Cristo Basas *Firefighter*
Kevin VanDerhoff *Firefighter*
Carl Crimaldi *Firefighter*
Kevin Schneider *Intro. Firefighter*
Kyle Kilborn *Intro. Firefighter*
R.J. Patterson *Intro. Firefighter*

STATION 32

Gregory Mowbray *Captain/Leader*
Jason Hordos *Lieutenant*
Jim Boisvert *Lieutenant*
Colin Tunison *Sergeant*
Robert Armitage *FF/Engineer*
Douglas Lytwynec *Firefighter*
Meredith Barkey *Firefighter*
Brendon Caid *Firefighter*
Tom Austin *Firefighter*
Harlan Lahring *Firefigher*
Ian Griffith *Intro. Firefighter*
Briana Groth *Intro. Firefighter*
Kevin Lander *Intro. Firefighter*
Justin Gilbert *Intro. Firefighter*
Jason Gremillion *Intro. Firefighter*
Michael Jason *Intro. Firefighter*

STATION 33

Richard Boisvert *Captain/Leader*
Derrick Bunge Lieutenant
Kurt Bluhm *Sergeant*
Steve Hoyer *Firefighter/APO*
Bryan Berry *Firefighter/APO*
David Mourer *Firefighter/APO*
Jim Gramza *Firefighter/Eng.*
Jeff Lewis *Firefighter*
Margaret Adams *Firefighter*
John Rockne *Firefighter*
Justin Packman *Firefighter*
Tim Keese *Intro. Firefighter*
Tim Thurmond *Intro. Firefighter*

STATION 34

Lauren Brookins *Captain/Leader*
Joseph Pawczuk *Sergeant*
Aaron Gage *Sergeant*
Kevin Cote *Firefighter/APO*
Ryan Smith *Firefighter/APO*
T.J. Smith *Firefighter/Eng.*
Mark Cirella *Firefighter/Eng.*
Brian Buda *Firefighter*
Steve Wasik *Firefighter*
Bill Rockwell *Firefighter*
Jordan Truesdell *Firefighter*
Anthony Fenn *Firefighter*
Tom Smeal *Firefighter*
Tyler Schmiesing *Firefighter*
Emily Marks *Intro. Firefighter*
Stephen Donovan *Intro. Firefighter*
Kyle Sitarek *Intro. Firefighter*

STATION 35

Glen Bailey *Captain/Leader*
Raymond Ridge *Sergeant*
Justin Knapp *Sergeant*
Gary Shelters *Firefighter/APO*
Jacob Andrews *Firefighter/APO*
Bryant Zamensky *Firefighter/APO*
Jacob Cook *Firefighter/Eng.*
Corey Laber *Firefighter/Eng.*
Brad Beaver *Firefighter*
Brian King *Firefighter*
Ryan Dennett *Firefighter*
Jonathan Kupec *Intro. Firefighter*
Jacob Spisak *Intro. Firefighter*
Kelley Baptist *Intro. Firefighter*
Andrew Bemer Intro. Firefighter
Devin Cheff *Intro. Firefighter*
Arthur Slavik *Intro. Firefighter*
Troy Roberson *Intro. Firefighter*
Adrian Tatro *Intro. Firefighter*

SHIFT SUPERVISORS

Donald Hall *Shift Captain*
John Ryan Sovey *Shift Captain*
Curt Ruf *Shift Captain*

COMMUNITY RISK REDUCTION

Richard Boisvert *Captain Inspector*
Derrick Bunge *Lieutenant Inspector*
Lauren Brookins *Captain/CRRS*

JUNIOR CADET PROGRAM

Lauren Brookins *Lead Advisor*

Justin Segal Junior Advisor
Mika Cherdron *Station 31 Cadet*
Dylan Baxter Station 31 Cadet
Brianna Possorek *Station 33 Cadet*

Bryant Zamensky *Junior Advisor*
Brendan Unruh *Station 34 Cadet*
Nolan Witt *Station 35 Cadet*
Harrison Thomas *Station 35 Cadet*