1. Call to Order and Introductions – First Selectman Michael Freda, Chairman

2. **Presentation: Regional Economic Update** –Donald Klepper-Smith, DataCore Partners, LLC and William Villano, Workforce Alliance

3. Adoption of 7/22/15 SCRCOG Minutes – Mayor Benjamin Blake, Secretary

4. Treasurer’s Report for month ending 8/31/15 – Mayor Toni Harp, Treasurer

5. Transportation Committee Report – Mayor William Dickinson, Chairman
   a. Adopt a Resolution to approve 2015-2018 TIP Amendment Nine

6. **Presentation: Nutmeg Network Pilot Projects** – Jennifer March-Wackers, CRCOG, and Dan Salazar, Director of IT Services at CCAT

7. Adopt a Resolution Authorizing the Execution of Documents Regarding the Amending and Restating of the SCRCOG Section 401(a) Money Purchase Retirement Fund (Attached)

8. Congressional Report – Louis Mangini, Aide to Congresswoman Rosa DeLauro; Evan Johnson, Aide to Senator Christopher Murphy

9. SCRCOG Executive Director’s Report – Carl Amento, Executive Director

10. Grant Opportunities and Upcoming Events

11. REX Development Report – Ginny Kozlowski, REX Development

12. DESPP/ DEMHS Report – John B. Field, Jr., Region 2 Coordinator

13. SCRCOG Mobility Management Report – Christine Maguire, Kennedy Center

14. RPC Action Table for August and September

15. Regional Cooperation/ Other Business

16. Adjournment
TO: SCRCOG Board
FROM: Mayor Benjamin Blake, Secretary
DATE: September 16, 2015
SUBJECT: SCRCOG Minutes of July 22, 2015

Present:
Branford                  First Selectman James Cosgrove
East Haven               Mayor Joseph Maturo
Guilford                  First Selectman Joseph Mazza
Madison                   First Selectman Fillmore McPherson – Vice Chairman
Milford                   Mayor Benjamin Blake – Secretary
New Haven                 Mayor Toni Harp – Treasurer
North Haven              First Selectman Michael Freda – Chairman
Wallingford              Mayor William Dickinson
West Haven               John Lewis, proxy for Mayor Edward O’Brien
Woodbridge               First Selectwoman Ellen Scalettar

SCRCOG Staff           Carl Amento – Executive Director, Stephen Dudley, Albert Ruggiero, Eugene Livshits,
                        Christopher Rappa, Adriano Cirioli (intern)

Guests: David Elder, Edgar Wynkoop and Stephanie Molden, CTDOT; Brenda Cavanaugh, Community Mediation; Miriam Brody, Hamden-North Haven League of Women Voters; Kim Dunham, Lori Richards and Mary Bigelow, Greater New Haven Transit District; Barbara Malmberg, REX Development; Scott Jackson, CT OPM; Valerie Goodkin, Town of North Haven; Louis Mangini, Sarah Brady and Ashley Sgro, Office of U.S. Rep. Rosa DeLauro; Evan Johnson, Office of U.S. Senator Christopher Murphy; Riju Das, Office of U.S. Senator Richard Blumenthal; Ron Thomas, CCM; Coby Zeiffman, CTRides; Christine McGuire, The Kennedy Center; Nan Birdwhistell, Murtha Cullina.

1. Call to order and Introductions -
   Chairman Michael Freda called the meeting to order at 10:10 a.m. All present introduced themselves.

2. Presentation: Let’s Go CT! (CT’s Call to Action for a Transportation Future) -
   David Elder narrated a PowerPoint presentation regarding Let’s Go CT!

3. Adoption of June 24, 2015 SCRCOG meeting minutes -
   Mayor Blake presented the minutes of the June 24th meeting, which was included in the agenda packet at pages 2-4. Mayor Blake moved that the minutes be approved. Mayor Maturo seconded the motion. It was approved by all.

4. Treasurer’s Report for month ending June 30, 2015 -
   Mayor Harp presented the Treasurer’s Report which was included in the agenda packet at pages 5-6. The balance sheet shows that we have $678,555 in cash and investments and $517,000 due from CT DOT for transportation planning. Expenses seemed appropriate for the month. Mayor Harp moved for acceptance of the Treasurer’s Report. First Selectman Mazza seconded the motion, which carried unanimously.
5. **Transportation Committee Report** -
   Mayor Dickinson presented the Transportation Committee Report contained on pages 7-20 of the agenda packet. He noted that 3 additional minor amendments had been sent by CT DOT to SCRCOG after the Transportation Committee meeting. James Rode distributed a sheet describing the three additional items which were 2 bridge inspections and signal replacements. These items were added to Amendment Eight. Mayor Dickinson moved for approval of 2015-2018 TIP Amendment Eight found on pages 19-20 of the agenda packet, and as supplemented at the meeting. First Selectman Mazza seconded the motion. The motion was approved unanimously.

6. **Presentation: Community Mediation** -
   Brenda Cavanaugh, Executive Director of Community Mediation, presented an overview of services offered by her organization, including several instances of services having been rendered for local municipalities.

7. **Congressional Report** -
   Louis Mangini from Representative DeLauro’s Office reported that there is a good chance that Sikorsky will remain in operation in Stratford for at least another 4+ years despite the fact that Lockheed-Martin is buying Sikorsky. This is because of commitments made to the state and the existing union contract. Riju Das from Senator Blumenthal’s Office reported that 9 applications had been made for TIGER grants by Connecticut cities. Decisions are expected in September. Senator Blumenthal held a forum at Union Station with the Federal Rail Administration Administrator and local elected and transportation officials regarding TOD, parking at rail stations, the RIF loan program and CT’s rail needs. U.S. Attorney General Loretta Lynch met with East Haven officials and discussed community policing. The successful grantees for the federal body camera grants will be announced shortly. Evan Johnson from Senator Murphy’s Office reported on the prospects for a long-term federal transportation funding bill.

8. **SCRCOG Executive Director’s Report** -
   Executive Director Amento reported that representatives from Meriden, Milford, New Haven, West Haven and Woodbridge had been invited to attend the Resilience Academy on September 2nd sponsored by the State in connection with the State’s application for a grant in the National Disaster Resilience Competition. Those SCRCOG municipalities had submitted letters of interest to the state. Other SCRCOG cities and towns can also attend the Resilience Academy by letting SCRCOG know of their interest, so they could be included within SCRCOG’s team attending the Academy. Amento distributed a copy of a New Haven Register article on the expansion of the Greater New Haven Transit’s My Ride service and the launch of SCRCOG’s Regional Mobility Management Program which disseminates information regarding all transit options for seniors and persons with disabilities. Also distributed were the July 2015 Update for the I-95 New Haven Harbor Crossing Corridor Improvement Program, and a copy of a New Haven Register article on the completion of construction of the southbound side of the Pearl Harbor Memorial Bridge. Amento also reported on the status of the Regional GIS Project and the UPWP.

9. **Grant Opportunities and Upcoming Events** -
   A description of grant opportunities and upcoming events were attached at the back of the agenda packet.

10. **REX Development Report** -
    REX Executive Director Ginny Kozlowski was unable to attend the meeting. However, Barbara Malmberg distributed and reviewed Executive Director Kozlowski’s written report. She also reported that REX received a $70,000 grant from the EDA for implementing the Comprehensive Economic Development Strategy (CEDS).

11. **DESPP/ DEMHS Report** -
    John Field was unable to attend the meeting, but he sent a written report which was contained in the agenda packet at pages 21-22.
12. **CT Rides Quarterly Report** -
   Coby Zeiffman reviewed the Quarterly Report which had been distributed at the meeting. He also discussed the GoNewHavenGo! Project in New Haven.

13. **RPC Action Table for July** -
   The RPC Action Table for July was reviewed.

14. **Regional Cooperation/ Other Business** -
   Mayor Dickinson warned of the expense that CT municipalities will be facing with the implementation of revisions to the MS4 Stormwater Permit and the Cadillac Tax on health insurance plans under the Affordable Care Act.

15. **Adjournment** -
   First Selectman Mazza moved for adjournment. Mayor Blake seconded the motion and all approved. The meeting adjourned at 11:33 p.m.

Respectfully submitted,

Mayor Benjamin Blake, Secretary
**BALANCE SHEET - August, 2015**

### ASSETS

<table>
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<th>Description</th>
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<td>OPM - RPI Grants</td>
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<td>Pre-Paid Expense &amp; Other Receivables</td>
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<td><strong>Property and Equipment</strong></td>
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<td>COG Equipment</td>
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<td><strong>Total Property &amp; Equipment</strong></td>
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<td><strong>TOTAL ASSETS</strong></td>
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### LIABILITIES AND FUND BALANCE

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<th>Description</th>
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<td>Deferred Revenue - GIA</td>
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<td>Estimated Fund Balance - July 1, 2015</td>
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<td><strong>TOTAL LIABILITIES AND FUND BALANCE</strong></td>
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## Statement of Resources and Expenditures - August, 2015

### Resources

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<td>Coastal Resilience Planning Grant</td>
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### Expenses

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<th>FY 16 Budget</th>
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<td>Salaries</td>
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<td>Data Process</td>
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<td>General Operations</td>
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<td>Transportation Consultants</td>
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<td>Mobility Management - Kennedy Center</td>
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<td>Other Consultants</td>
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<td>Project</td>
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<td>-------------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
<td></td>
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<tr>
<td>0014-0177</td>
<td>Replace Bridge 02675 over Sybil Creek</td>
<td>Action is necessary based on revised schedule</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amendment 9 moves the ROW phase from FY15 to FY16 and the CON phase from FY16 to FY17</td>
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<tr>
<td>0092-0522</td>
<td>I-95 West River Bridge BR#00163A</td>
<td>Action is necessary based on revised schedule</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amendment 9 increases funding amount for FY16 and FY17 to match remaining fund balance</td>
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<td>0092-0621</td>
<td>FARMINGTON CANAL GREENWAY.</td>
<td>Action is necessary based on revised schedule</td>
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<td></td>
<td>Amendment 9 moves CON phase funding from FY15 to FY16</td>
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<tr>
<td>0092-0666</td>
<td>Traffic Signal Upgrade @ 15 Locations</td>
<td>Action is necessary based on revised schedule</td>
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<td>Amendment 9 moves FD funding from FY15 to FY16</td>
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<tr>
<td>0424-0072</td>
<td>Milford TD- Facility State of Good Repair FY15</td>
<td>This project is necessary to provide funding for facility improvements and repairs for FY15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amendment 9 adds new project</td>
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State Project 0014-0177  
Municipality: Branford  
Project Name: Replace Bridge 02675 over Sybil Creek  
Description: Project for the Replacement of Bridge 02675 which carries Rte 146 over Sybil Creek. Only ROW phase at this time

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<th>Current TIP Funding (In Thousands)</th>
<th>Phase</th>
<th>Prior</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>FYI</th>
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<td>Funding</td>
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<td><strong>Total Cost</strong></td>
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<th>Proposed TIP Funding (In Thousands)</th>
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<th>2017</th>
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<td>82</td>
<td>2,800</td>
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Amendment Notes
FY10 TIP Amend 21 introduces new project. FY12 TIP Amendment 5 increases ROW funds. FY12 Amend 10 moves ROW to FY13. FY12 TIP Amend 14 changes STPA to STPNH. FY15 TIP Amend 5 moves project to FY16. FY15 TIP Amend 9 moves funds out one year to FY16 and FY17.
South Central Regional Council of Governments  
FFY2015-FFY2018 Transportation Improvement Program  
Amendment 9

State Project  0092-0522  
Municipality  New Haven  
Project Name  I-95 West River Bridge BR#00163A  
Description  Replacement of the I-95 bridge over West River in West Haven/ New Haven. Project includes Reconstruction of 4,700 Ft of I-95 as well as interchanges #44 (Kimberly Ave) and #45(Rte 10)

### Current TIP Funding (In Thousands)

<table>
<thead>
<tr>
<th>Funding</th>
<th>Phase</th>
<th>Prior</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>FYI</th>
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<td>AC-Entry</td>
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<td>676</td>
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<td></td>
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<td><strong>Total Cost</strong></td>
<td>$99,701</td>
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<td>29,167</td>
<td>28,778</td>
<td>6,756</td>
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### Proposed TIP Funding (In Thousands)

<table>
<thead>
<tr>
<th>Funding</th>
<th>Phase</th>
<th>Prior</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
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<th>FYI</th>
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<td>NHPP-BRX</td>
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<td>2,554</td>
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<td><strong>TIP Funds</strong></td>
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<td>29,167</td>
<td>33,333</td>
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**Amendment Notes**  
FY15 TIP Amend 6 changes the funding source for FY15. FY15 TIP Amend 9 increases funding amount for FY16 and FY17 to match remaining fund balance
FY07 TIP Amend 6 introduces project. FY07 TIP Amend 18 moves AC Entry from FFY08 to FFY09, deletes FFY09 funds and increases FYI funding. FY10 TIP moves project to FYI. FY12 TIP Amend 10 moves project to current TIP. FY12 TIP Amend 16 changes funding source to NHPP-BRX.

State Project 0092-0621
Municipality New Haven
Project Name FARMINGTON CANAL GREENWAY.
Description Design and completion of Farmington trail section through New Haven from Whitney Avenue to the Long Wharf Pier at New Haven Harbor

<table>
<thead>
<tr>
<th>Funding</th>
<th>Phase</th>
<th>Prior</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>FYI</th>
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</thead>
<tbody>
<tr>
<td>HPP</td>
<td>CON</td>
<td>Federal</td>
<td>5,541</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>Local</td>
<td>1,385</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td>$6,926</td>
<td>0</td>
<td>6,926</td>
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<td>0</td>
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<table>
<thead>
<tr>
<th>Funding</th>
<th>Phase</th>
<th>Prior</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>FYI</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPP</td>
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<td>5,541</td>
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<td>Local</td>
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<tr>
<td><strong>TIP Funds</strong></td>
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<td>$6,926</td>
<td>0</td>
<td>0</td>
<td>6,926</td>
<td>0</td>
<td>0</td>
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</table>

Amendment Notes
FY07 TIP Amend 7 introduces project to TIP and will be added to the STIP. FY07 TIP Amendment 13 Moves CON to FYI. FY07 TIP Amend 17 moves ROW funds from FFY09 to FFY10. Project moved into FY10 TIP. FY10 TIP Amend 7 moves ROW from FFY10 to FFY11. FY12 TIP includes ongoing project. FY12 TIP Amend 19 moves funds to FY14. FY12 TIP Amend 21 adjusts funding amounts. FY15 TIP Amend 1 moves CON phase to 15. FY15 TIP Amend 9 moves funds to FY16.
<table>
<thead>
<tr>
<th>State Project</th>
<th>0092-0666</th>
<th>SCRCOG #</th>
<th>2012-A10-4</th>
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<tbody>
<tr>
<td>Municipality</td>
<td>New Haven</td>
<td>Proposed</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>Traffic Signal Upgrade @ 15 Locations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Project is for the upgrade of substandard and antiquated traffic signal in New Haven for compatibility with the City's Central Operating System</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Current TIP Funding (In Thousands)</th>
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<tbody>
<tr>
<td><strong>Funding</strong></td>
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<tr>
<td>CMAQ</td>
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<tr>
<td></td>
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<tr>
<td><strong>Total Cost</strong></td>
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<table>
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<tr>
<th>Proposed TIP Funding (In Thousands)</th>
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</thead>
<tbody>
<tr>
<td><strong>Funding</strong></td>
</tr>
<tr>
<td>CMAQ</td>
</tr>
<tr>
<td></td>
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<tr>
<td><strong>TIP Funds</strong></td>
</tr>
</tbody>
</table>

Amendment Notes

FY12 Amend 10 introduces new project. FY12 TIP Amend 23 adds FD and moves CON to FY15 FY15 TIP Amend 9 moves FD to FY16

<table>
<thead>
<tr>
<th>State Project</th>
<th>0424-0072</th>
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<td>Municipality</td>
<td>Milford</td>
<td>Proposed</td>
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<tr>
<td>Project Name</td>
<td>Milford TD- Facility State of Good Repair FY15</td>
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<tr>
<td>Description</td>
<td>Provide funding for the necessary facility improvements and repairs</td>
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</table>

<table>
<thead>
<tr>
<th>Current TIP Funding (In Thousands)</th>
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<td>5307C</td>
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<tr>
<td></td>
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<tr>
<td><strong>TIP Funds</strong></td>
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</tbody>
</table>

Amendment Notes

FY15 TIP Amend 9 adds new project
Resolution

Fiscal Year 2015-Fiscal Year 2018 Transportation Improvement Program Amendment Nine

Whereas: U.S. Department of Transportation “Metropolitan Planning Regulations” (23 CFR 450) prescribe that each metropolitan planning organization maintain a financially constrained multi-modal transportation improvement program consistent with a State Implementation Plan for Air Quality (SIP) conforming to both U.S. Environmental Protection Administration-established air quality guidelines and SIP-established mobile source emissions budgets; and

Whereas: The Council, per 23 CFR 450.324 and in cooperation with the Connecticut Department of Transportation (ConnDOT) and public transit operators and relying upon financial constraints offered by ConnDOT, adopted a Fiscal Year 2015-Fiscal Year 2018 Transportation Improvement Program on October 22, 2014, after finding the Program conforming per U.S. Environmental Protection Administration (U.S. EPA) final conformity rule (40 CFR 51 and 93) and relevant Connecticut Department of Transportation air quality conformity determinations: Air Quality Conformity Reports: Fiscal Year 2015-2018 Transportation Improvement Program and the Region’s Long-Range Transportation Plans—2015 to 2040, (April, 2015); and

Whereas: The Council, on October 22, 2014, indicated that periodic Program adjustment or amendment was possible; and

Whereas: Projects referenced in the Program amendment (below) are consistent with the region’s long-range transportation plan (South Central Regional Long Range Transportation Plan—2015 to 2040, (April, 2015)); and

Whereas: Council Public Participation Guidelines: Transportation Planning have been observed during the development of the proposed Program amendment (below); and

Whereas: By agreement between the Council and the Connecticut Department of Transportation, public involvement activities carried out by the South Central Regional Council of Governments in response to U.S. Department of Transportation metropolitan planning requirements are intended to satisfy the requirements associated with development of a Statewide Transportation Improvement Program and/or its amendment; and

Whereas: Council of Governments’ review of transportation goals, projects and opportunities may result in further adjustment or amendment of the Program.
Resolution
Fiscal Year 2015-Fiscal Year 2018 Transportation Improvement Program Amendment Nine (continued)

Now, Therefore, Be It Resolved By the Council of Governments:

The Program Amendment Nine shall be transmitted to the Connecticut Department of Transportation, for inclusion in the State Transportation Improvement Program

The undersigned duly qualified and acting Secretary of the South Central Regional Council of Governments certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the South Central Regional Council of Governments on September 23, 2015

Date: September 23, 2015

By:____________________________________

Mayor Benjamin Blake, Secretary
South Central Regional Council of Governments
Resolution
South Central Regional Council of Governments
Authorizing Execution of Documents Regarding the Amending and Restating of the SCRCOG Section 401(a) Money Purchase Plan

RESOLVED, that the South Central Regional Council of Governments Money Purchase Plan (the “Plan”), under Section 401(a) of the Internal Revenue Code, be amended to permit participant loans for any reason up to the maximum amount permitted under Internal Revenue Code Section 72(p) for repayment by payroll deduction over a term of five years or less provided that (1) the minimum amount of any loan be $1,000.00; (2) participants have no more than one participant loan outstanding at any time; and (3) loans are due and payable in full within 90 days following termination of employment;

RESOLVED, that the Plan be amended and restated to incorporate recent revisions to the laws, rules and regulations governing such a Plan in order to assure the continuing tax-qualification of the Plan, and that the Plan be submitted to the Internal Revenue Service for a favorable determination letter;

RESOLVED, that to the extent necessary to maintain the tax-qualified status of the Plan, application be made to the Internal Revenue Service’s Voluntary Correction Program;

RESOLVED, that the Executive Director and any other appropriate officers of South Central Regional Council of Governments be, and each one of them is, authorized and directed to take all action and execute any and all documents as such officer deems appropriate or advisable (with the advice of and recommendation of counsel to SCRCOG) to effectuate the foregoing resolution.

Certificate:

The undersigned duly qualified and acting Secretary of the South Central Regional Council of Governments certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the SCRCOG on September 23, 2015

Date: September 23, 2015       By: ____________________________

Mayor Benjamin Blake, Secretary
South Central Regional Council of Governments
Grant Opportunities and Upcoming Events – September, 17 2015
CIRCA Municipal Resilience Grant Program ($100,000 available)

**Deadline:** October 15, 2015

**Background**

CIRCA is requesting grant proposals from municipal governments and councils of government for initiatives that advance resilience, including the creation of conceptual design, construction (demonstration projects or other) of structures, or the design of practices and policies that increase their resilience to climate change and severe weather. This program is focused on implementation. The CIRCA Executive Steering Committee has made up to $100,000 in funds available to municipal governments and councils of government for the execution of resilience initiatives.

Project proposals should develop knowledge or experience that is transferable to multiple locations in Connecticut and have well-defined and measurable goals. Preferable projects will be implemented in no more than an 18-month time frame. Preference will also be given to those projects that leverage multiple funding sources and that involve collaboration with CIRCA to address at least one of the following priority areas:

- Develop and deploy natural science, engineering, legal, financial, and policy best practices for climate resilience;
- Undertake or oversee pilot projects designed to improve resilience and sustainability of the natural and built environment along Connecticut’s coast and inland waterways;
- Foster resilient actions and sustainable communities – particularly along the Connecticut coastline and inland waterways – that can adapt to the impacts and hazards of climate change; and
- Reduce the loss of life and property, natural system and ecological damage, and social disruption from high-impact events.

An original and complete application must be received no later than October 15, 2015 by 4:00 PM. Application materials can be found at [http://circa.uconn.edu/funds-muni.htm](http://circa.uconn.edu/funds-muni.htm).
Governor Dannel P. Malloy and Commissioner James P. Redeker cordially invite you to a Dedication Ceremony marking the opening of the new southbound Pearl Harbor Memorial Bridge for the I-95 New Haven Harbor Crossing Corridor Improvement Program.

Guests are invited to join us on Saturday, September 19, 2015 at 10:30 AM

Following the ceremony, please stay to enjoy the Grand Opening Celebration on the bridge, open to the public from 10AM - 3PM.

Directions to the event:

Take I-91 to Exit 2 for Hamilton Street. Continue on Ives Place. Take a right onto East Street. At the second light take a left onto Route 1/Forbes Avenue to go over the Tomlinson Bridge. Take a right onto Waterfront Street. Take the first left onto Waterfront Street Connector. At the light, continue straight toward I-95 SB. Before the merge to I-95 SB, on the on-ramp, take a slight right into the work area of the new SB Q-Bridge. There will be a police cruiser at the entrance to help guide guests.
Connecticut Institute for Resilience & Climate Adaptation (CIRCA)

Informational Webinar
Municipal Resilience Grant Program
Monday, September 21, 2015
11:00 am

Register today to have your questions answered!

Click Here to Register

CIRCA Director of Community Engagement, Rebecca French and Program Manager, Jessica LeClair will give a webinar presentation on how to apply for the Municipal Resilience Grant Program. The presentation will walk through the required application materials and process as well as providing an overview of climate impacts on Connecticut's municipalities. After the presentation, CIRCA staff will be available to answer your questions.

If you have already registered via the email address CIRCA_MunicipalFunds@uconn.edu, then the webinar information will be sent to you.

Interested applicants are encouraged to join the webinar, but a copy of the presentation will be provided after the webinar. You can also contact CIRCA staff directly to ask questions at CIRCA_MunicipalFunds@uconn.edu or 860-405-9228.

Assessor's Symposium

The CT Association of Assessing Officers (CAOO) will hold their 21st Annual Fall Symposium on September 22. There will be two panel discussions, including one where CMSC will be part of a group giving an overview of how TIF districts work and discussing the process a municipality must go through to adopt tax increment financing.
$10 per person

REGISTER AT: www.uwgnh.org/ChampionCelebration
COST’s 2015 Legislative Wrap-Up! September 29
SPACE IS LIMITED - Reserve your spot today!

COST’s 2015 Legislative Wrap-Up is scheduled for September 29, 8:00 a.m. - 1:30 p.m. at the Aqua Turf, Plantsville, CT. This event will be attended by first selectmen, mayors, finance directors, public works directors and other municipal officials from across the state. Speakers will update attendees on new and emerging laws affecting municipalities, including: 1) Budget & Tax Issues - Motor Vehicle Property Tax Cap & Municipal Spending Cap; 2) Healthcare Pooling; 3) Mandatory Set Aside Requirements for Municipal Public Works Projects; 4) an Update on DEEP's draft MS4 Stormwater General Permit; 5) New Public Safety Training and Reporting Requirements; 6) Changes to the Minimum Budget Requirement and other education laws; and 7) New Energy Laws, including solar permitting.

You Don't Want to Miss This, Register Today!

Click here for the registration form

On behalf of the UIL Holdings Corporation Economic & Community Development Team

Please Save the Date for
UIL’s 2015 Annual Economic Development Conference

Cool Communities: Innovations in how we live, work & play helping our communities thrive

September 30, 2015
Savin Rock Conference Center
8 am – noon
Full Breakfast will be served
Free to all guests on a first come first serve basis

Presentations, Panel Discussion & Networking

Please look for a formal invitation and a full agenda later this month.

We look forward to having you join us.
WTS Transportation Mini-Series 2015

When
Thursday October 8, 2015
from 8:00 AM to 7:00 PM EDT

Where
Four Points by Sheraton
275 Research Pkwy
Meriden, CT 06450

Complete agenda available at:
http://events.r20.constantcontact.com/register/event?llr=bnvafteab&oeidk=a07ebginyst230301c4

Registration Rates:
$125 WTS Members
$200 Non-Members
$100 State/Federal & Students

Registration Deadline: October 5, 2015

Register Now!
The Connecticut Trust for Historic Preservation presents:

Adaptation  Investment
Awards  Community
Heritage
Tools  Reuse
Energy
Incentives  Passion
Sustainability
Policies

Meet & greet with the State Historic Preservation Office staff members!

Old Roots / New Routes
Connecticut Preservation Conference 2015:
Moving Forward in Preservation
Friday October 16, 2015 • 8:30 am – 3:30 pm
Pints for Preservation bar crawl to follow downtown
The Center for Energy & Environment at UConn School of Law in Starr Hall
55 Elizabeth Street, Hartford, CT 06105
To register and check for agenda and further details please visit:
http://cittrust.org

In collaboration with: UConn School of Law

Connecticut Trust 40th Anniversary 1973–2013
The Connecticut Conference of Municipalities (CCM), the statewide association of towns and cities, is holding their 33rd Annual Convention on October 20, 2015 at the Connecticut Convention Center in Hartford, Connecticut. Municipal officials from the smallest Connecticut communities to the largest cities will be in attendance. There will be a multitude of workshops during the day-long event, including one in the afternoon called, *Investing in Our Future Today: Creating Tax Increment Financing (TIF) Districts* in which CMSC will participate as a presenter.

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**Celebrate CT!**  
**Registration Opening Soon!**

The Bushnell  
December 2, 2015

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**Save the date!**  
CERC's annual event, Celebrate CT!, which honors economic development successes throughout the state, will be held on the evening of Wednesday, December 2, 2015 at The Bushnell in Hartford. Registration to be posted soon.

We invite you to help us thank our economic development community by being a sponsor of this year’s event. This annual event recognizes the hard work of hundreds of public officials, economic development professionals and business leaders. And we will highlight recent accomplishments across the state helping to make Connecticut a more competitive business environment.
Mark Your Calendars and Join Us!
Living Shorelines: Sound Science, Innovative Approaches, Connected Community
1st National Technology transfer Meeting and Regional Workshops

The Connecticut Institute for Resilience and Climate Adaptation, in partnership with Restore America's Estuaries, is pleased to announce a first-of-its-kind living shorelines event! This Summit - *Living Shorelines: Sound Science, Innovative Approaches, Connected Community* - will feature nationally-relevant issues and discussions along with region-specific workshops.

Whether you call them "soft shorelines," "living shorelines," "soft armoring," or "soft stabilization projects," you belong at this gathering

**Why should you attend?**

- **Sound Science**: Get the latest updates on all aspects of research and science
- **Innovative Approaches**: Find out what your colleagues are doing, hear lessons learned, discover the latest funding and financing opportunities, and learn ways to make your own projects and programs more effective
- **Connected Community**: Network with people from all aspects of the community to catch up with colleagues and make new connections

**When: December 1-2, 2015**
**Where: Hilton Hartford, Hartford, CT**

- **Early Bird Rate** $105 (Available until November 16, 2015)
- **Full Rate** $150 (Available until November 23, 2015)
- **Onsite Rate** $250
- **Student Rate** $50 (Must be currently enrolled with valid ID)

To view the agenda and for more information, visit:
https://www.estuaries.org/living-shorelines-national-technology-transfer-and-regional-workshops

**Questions?**
Contact Suzanne Simon - ssimon@estuaries.org
The new format of the REX Executive Director’s Report is designed to highlight the activities that directly support the goals and objectives identified in the 2013 Comprehensive Economic Development Strategy.

Business Recruitment, Retention

Business Assistance

- Participated in the Step Up Program at Gateway Community College to educate small business owners about available assistance programs
- Met with AE Herman regarding personality software to align employees with the correct jobs with appropriate support

Business Development

- See Education & Training
- Buy Local Event with Yale University event being planned

Entrepreneurs & Startups

- Regus—New coworking space at 157 Church St., New Haven. www.regus.com
- Guilford Coworking—New coworking space opens at 14 Water St., Guilford, www.guilfordcoworking.com

Expand Global Opportunities

- Hosted meetings with site selectors in partnership with UIL Holdings

Grant Applications/Awards

Grants

- EPA Revolving Brownfield Loan Supplemental Award of $250,000

Infrastructure

Tweed New Haven Regional Airport

- REX Development and the City of New Haven are working with a consultant to assess the viability of a scheduled charter service from Tweed New Haven Regional Airport to Dulles International Airport (Washington, D.C.).
The issue regarding the paving of the safety areas is unresolved. By paving the safety areas, the runway would be 6100 feet, allowing the use of 737 jets. A meeting was held on September 10th with the Mayor of New Haven, the Greater New Haven Chamber of Commerce’s Governmental Affairs and Economic Development Committees and Tim Larson and Diane Jackson of Tweed Airport. The business community reiterated their support for additional service and the paving of the runway safety areas. Several proposals for next steps are being reviewed.

In addition, there is the possibility of Tweed being included in the Connecticut Airport Authority.

Rail Service

- The program to upgrade all New Haven Line Metro-North cars to M-8 cars was completed in July 2015 at a cost of $1.2 billion.

Roadways & Bridges

- 9/19 I-95 New Haven Harbor Crossing Corridor Improvement Program Community Celebration

Education & Training

Incumbent Worker Training

- Promoted Connecticut’s Subsidized Training and Employment Program (Step Up) through e-blasts, personal contacts and social media

Align Education to Business Growth

- The first advisory group meeting on the Bioscience Career Ladder at SCSU will be held on September 18

Support Community Colleges & High School Technical Programs

- 9/15 Employer Step Up Conference at Gateway Community College
- Tech Certification program at Gateway Community College expected to launch in November

Workforce Housing

- Initiating Regional Relocation Guide for use by local businesses and realtors to attract new companies and employees, as well provide assistance to new residents

Brownfields & Redevelopment Fund

- August 31-September 4: G. Kozlowski attended a mandatory National Brownfield Training Conference in Chicago
- Assessment underway at 43/53 Atwater St., Bethany
Transit-Oriented Development & Smart Growth

- September 13-16: M. Piscitelli and G. Kozlowski attended the Northeast Economic Development Association meeting in Syracuse. New Haven has been selected as the host for the 2016 NEDA conference where the theme will be Transportation.

- Supporting CT Rideworks GoNHGo initiative to encourage workers and residents to “think outside of the car”

Integrate Arts, Culture & Preservation with Economic Development

- The Greater New Haven Chamber of Commerce Governmental Affairs Committee to propose the phasing out of the hospital tax is expected to be endorsed by many of the large Arts organizations as they are some of the recipients of YNHH’s philanthropy

Tourism

- All regional arts and tourism entities were invited to share brochures with visitors to the Connecticut Building at the Big E (Fair runs 9/18-10/4, Connecticut Day is Wednesday, 9/23)

- The State Office of Tourism Announced:
  - New VISION Attraction Index that will serve as a benchmark of 23 tourism activities. This is a significant increase over the 6 initial panel. Of the expanded panel, one REX regional attraction is included, the Yale University Art Gallery. More information is available at www.cultureandtourism.org
  - Fall Online Storytelling Co-op
  - The State Office of Tourism will attend six domestic tradeshows and four international tradeshows
  - The 2016 Connecticut Conference on Tourism will be held on April 27

- The Town Green Special Services District, Market New Haven, Yale University Properties and EDC of New Haven are collaborating on an updated Downtown Guide, last published in 2007

- S. Washburn has been instrumental in organizing the New Haven Grand Prix Cycling Race around downtown New Haven on September 18

- Visit New Haven hosted travel writer Stan and Sandra Posner on their annual trip to gain new insights for the Drive I-95 Travel Guide

- August 14-15, VNH hosted Condor Air/Travel to promote service from Frankfurt to Providence to South Central Connecticut

- Soft launch of VNH Instagram account

- September 19, VNH hosting FAM Tour for 30 members of National Association of Career Association with Brand USA

ED Celebrations

- Ribbon-cutting at the new headquarters of the Bilco Company at 370 James St., New Haven.

- 40th Anniversary of Claire’s Corner Copia

Visitor Newsletter Features

- The New Haven Grand Prix
- North Haven Fair
- Odyssey 2015
- Connecticut Open
- Summer’s Last Roar at the Yale Peabody Museum
- Shoreline Wine Festival
- Milford Oyster Festival
- North Branford Potato & Corn Festival
- Shoreline Jewish Festival
- Craft Brew Race
- Shore Line Trolley Museum: WTC PATH Subway Car Arrival
Marketing & Communications


- Regional Alliance Meeting with representatives of SCRCOG, Arts Council of GNH, Valley United Way, UIL Holdings, GNHCC, Greater New Haven United Way, International Festival of Arts & Ideas

Advocacy/Improve Regulatory Environment

The Greater New Haven Chamber of Commerce Governmental Affairs Committee proposed limiting the annual legislative agenda to two items:

- Phasing out the hospital tax (estimated to be $119 million). As the second largest employer in the region and the fourth largest in the region, layoffs would be detrimental to the regional economy.

- Modernization of Tweed New Haven Regional Airport by paving the runway safety areas.

As the meeting was held in August, many members were not present for the discussion, so there is potential for adjustments.

PRIORITY PROJECTS

Comprehensive Economic Development Strategy
2015 Annual Update

Final call for updates for team leaders for each objective. Update to be completed and submitted to the US Economic Development Administration by xxxx 2015.
DEMHS Region 2  
John B. Field Jr., Emergency Management Area Coordinator

Re: September 2015 COG Report

CT DESPP-DEMHS Region 2 has performed their annual monitoring visits required under the Emergency Management Performance Grant (EMPG). This is a Federal requirement that DEMHS Region 2 choose two (2) cities/towns that participate in the EMPG process to undergo a monitoring visit. The monitoring visit serves as an audit of EMPG documentation and all findings are forwarded to FEMA for review. This year DEMHS Region 2 and the Grants Unit performed the visits in the City of Hamden and the Town of Westbrook. Both communities performed exceptionally during the process.

On June 25th the City of New Haven, CT DEMHS Radiological Emergency Preparedness Unit, and Dominion Nuclear held a Federally-Mandated full-scale Host Community Exercise. The exercise simulated evacuees, with possible radiation contamination, evacuating from East Lyme, Old Lyme and Lyme and arriving in New Haven to undergo monitoring for possible contamination. If contaminated, the evacuees were processed through decontamination and monitored again to assure all contaminants were removed. The evacuees then were provided further guidance on what steps to take following the monitoring and decontamination. The exercise proved very successful and a full after action report has been completed by FEMA and is available for review upon request.

The Region 2 Mobile Communications Vehicle (MCV) is currently out of service. The vehicle is currently undergoing engine repairs and may be out of service for an extended period of time. At this time all request for the MCV will be forwarded to other regions to accommodate the request.

The DEMHS Region 2 Regional Emergency Planning Team (REPT) Emergency Support Function (ESF) 2 is currently updating the Tactical Interoperable Communications Plan (TICP). This Regional Plan provides a plan for managing regional communications. The Plan provides information related to all communication available within Region 2. Upon completion ESF 2 will achieve approval from the REPT and assure each community is provided a copy for reference as needed.

The Region 2 Long-Term Care Mutual Aid Plan (LTC-MAP) has been initiated. A majority of the fifty-one (51) Long-Term Care facilities have provided the required information and are currently participating within the Plan. Russell Phillips Associates is the contractor hired to facilitate the Plan. The goal is to have all fifty-one (51) facilities participate. This Plan will have each facility submit information that is shared with the entire group of facilities in the case there is an emergency which requires the sharing of each other’s resources. For an example; a facility must evacuate a number of patients. Based on the information submitted the facility will identify probable places for relocation and assets available for moving the patients.
CT DESPP-DEMHS has reconvened the planning group focused on the Avian Flu Planning. The group will review the current Avian Flu Plan and make modifications based on currently capabilities. This planning was initiated in anticipation of any future Avian Flu threats.

CT DESPP-DEMHS has restructured the CT Citizen Corps Council. The Council by-laws were updated to comply with current State requirements and a restructuring of the organization was completed. Wilton Deputy Chief /EMD Mark Amatrudo and DEMHS Region 3 Coordinator Tom Gavaghan have been appointed the co-chairs of the Council. Each DEMHS region will appoint two (2) representatives to sit on the Council. Joel Severence is currently the sole representative for Region 2.

Region 2 personnel continue to provide assistance as needed. Please do not hesitate to contact the Region 2 Office at any time.

Respectfully submitted:

John B. Field Jr.

John B. Field Jr.
DEMHS Region 2
Emergency Management Area Coordinator
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(860)708-0748 24-Hour Pager
john.field@ct.gov
South Central Regional Mobility Management Program

The Regional Mobility Program is administered by the South Central Regional Council of Governments in partnership with The Kennedy Center
What is the Regional Mobility Management Program?

The mission of the Regional Mobility Management program (RMM) is to connect people with disabilities and seniors with accessible, reliable transportation so that they are able to fully participate in their communities. The South Central Regional Council of Governments (SCRCOG), has contracted The Kennedy Center, Inc. to administer the program for the South Central Region. The key goal of the program is to identify gaps and barriers within the public transportation network that prevent individuals from using existing services. Once the gaps have been uncovered, we work with our partners from the transportation and human service communities to find creative solutions. Essentially, we are creating a “one-stop-shop” where people can find transportation service that meets their needs.

What municipalities are served by the Regional Mobility Management Program?

The thirty-two municipalities covered by SCRCOG’s Regional Mobility Management program include: Bethany, Branford, Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, East Haven, Essex, Guilford, Haddam, Hamden, Killingworth, Lyme, Madison, Meriden, Middlefield, Middletown, Milford, New Haven, North Branford, North Haven, Old Lyme, Old Saybrook, Orange, Portland, Wallingford, Westbrook, West Haven, and Woodbridge.
The Regional Mobility Management Steering Committee

The Regional Mobility Management program is guided by a Steering Committee whose members consist of a variety of stakeholders in the region including SCRCOG, River Council of Governments, CTTransit, Greater New Haven Transit District, Milford Transit District, 9 Town Transit, Connecticut Department of Transportation, Woodbridge Senior Center and Orange Senior Center.

Over the past three months, the Regional Mobility Management Steering Committee has welcomed four new members to the committee. We now have representatives from the CT Bureau of Rehabilitation Services (BRS), CTrides, Mary Wade and Vista. The Steering Committee membership is open and participation is welcomed and encouraged for all who are interested in improving transportation services and options for people with disabilities and seniors.

The Regional Mobility Management Website Subcommittee

The Regional Mobility Management website subcommittee was formed in January 2015. The goal of the subcommittee was to create a brand for the Regional Mobility Management Program and identify a web designer that would embrace the vision of the committee and create a state of the art, user friendly Mobility Management website.

In mid-January, the subcommittee issued a Request for Proposal (RFP) for the website. The subcommittee received seven proposals. After careful review of all submissions, the committee narrowed the proposals to two companies. These two companies were invited to make a presentation to the committee. Once each design firm gave their presentations, the subcommittee made a unanimous decision to contract with Antelope Web from Milford, CT.

The owner of Antelope Web, Greyson Schwing worked with the subcommittee to create a website that is esthetically pleasing and user friendly.
Know How To Go South Central CT Website

The Know How To Go South Central CT website (www.knowhowtogoscct.org) was launched on July 12, 2015. From start to finish the design and implementation process was completed in five months.

Since the launch date, the website has had 912 visitors. Of these visitors, 65% are new visitors to the site and 35% are returning visitors to the site.

Using Google Analytics, the Regional Mobility Manager analyzed the website’s usage distribution pattern by town. The information is displayed in the graph below.
Additional Website Data

Pageviews by Topic

- Directory: 34%
- Bus Schedules: 2%
- Services: 28%
- Transportation Associations: 1%
- About Us: 18%
- Events: 8%
- Providers: 5%
- Transportation News: 4%

Device Category

- Desktop: 91%
- Mobile: 6%
- Tablet: 3%
Social Media

Facebook

On June 22, 2015, the Regional Mobility Manager created a Facebook page for the South Central Regional Mobility Management Program. The “Know How To Go South Central CT” Facebook page has thirteen followers. The Regional Mobility Manager creates or shares an average of five posts per week. Posts include any travel advisories, community events, public hearings/meetings and new transportation initiatives.

Twitter

On June 29, 2015, the Regional Mobility Manager created a Twitter account for the South Central Regional Mobility Management Program. The “Know How To Go SCCT” Twitter account has eighteen followers. The Regional Mobility Manager tweets or retweets an average of four posts per day.
Presentations/Community Outreach

The Regional Mobility Manager has completed nineteen presentations over the past nine months. She has presented at:

- Orange Senior Center, Orange, CT
- North Haven Senior Center, North Haven, CT
- Woodbridge Senior Center, Woodbridge, CT
- Hamden Senior Center, Hamden, CT
- Mary Wade, New Haven, CT
- Transitional Expo, Groton, CT
- LEARN’S Regional Education Service Center, Old Lyme, CT
- Gateway Community College’s Step Forward Program, New Haven, CT
- Estuary Transit District Transit Advisory Committee
- Vista, Madison, CT
- Agency on Aging of South Central CT, New Haven, CT
- Old Saybrook Social Services Day, Old Saybrook, CT (x2)
- Clinton Social Services Day, Clinton, CT
- Bella Vista, New Haven, CT
- Greater New Haven Transit District’s ADA Committee, Hamden, CT (x2)
- People First (The ARC Connecticut), Meriden, CT
- Department of Social Services, New Haven, CT
Conferences & Events

The Regional Mobility Manager attended the following conferences and events during the past nine months:

- CTRides Business Forum, North Haven, CT
- Stand Up 4 Transportation, Hartford, CT
- “People First” Conference, ARC & TransitNet
- “Celebration of Healthy Aging” Branford, CT
- CT Rural Transit Assistance Program (CTRTAP) Conference, Newington, CT
- Community Association for Community Transportation (CACT) Legislative Breakfast (x2), Hartford, CT
- Connecticut Rural Transit Assistance Program (CTRTAP) Roadeo, Manchester, CT
- NYC DOT’s Mobility Management Conference, New York City, NY
- Community Transportation Association of America (CTAA), Tampa, FL
- NorthEast Passenger Transportation Association Conference, Hartford, CT
- CTDOT and CTtransit public hearing on new policies and fee equity, New Haven, CT
- Community Association for Community Transportation (CACT) Annual Meeting and Awards Luncheon
Collaborations

The Regional Mobility Manager has been very active in collaborating with other agencies in the community. The following are the community agencies/initiatives that the Regional Mobility Manager has been working with:

**Agency on Aging of South Central Connecticut**
The Agency on Aging of South Central Connecticut (AASCC) is an independent non-profit organization serving older adults, individuals with disabilities and caregivers in greater New Haven and the lower Valley. Our mission is to empower adults to remain as independent and engaged as possible within their communities through advocacy, information, and services. The Regional Mobility Manager has become a member of their advisory council and will be attending their monthly meetings.

**Branford Cares**
The mission of Branford Cares is to strengthen community awareness and compassion for those who struggle to afford the basic needs of food, clothing, shelter, medical care, transportation and utilities; to encourage and support the people of Branford in creative acts of generosity; and to promote intra-community dialogue for the benefit of all.

**go New Haven go**
A collective effort of the New Haven Department of Transportation, Traffic, and Parking, CTrides, the New Haven/León Sister City Project, Yale Transportation Options, New Haven Healthy City/Healthy Climate Challenge, Park New Haven, the Yale Office of Sustainability, and more, goNHgo brings together organizations and individuals to use active transportation options. We and our partners utilize our resources and relationships with employees and employers to promote alternative transit use. In doing so, we hope to create a healthier, more sustainable, more active city with lower public health costs. With our roads crowding, our sea levels rising, and our expensive highway construction projects stalling, goNHgo is dedicated to doing what works: active transportation.
Collaborations (cont....)

**Senior GO TO Guide**
The purpose of the *Senior GO TO Guide* is to provide useful information on a wide variety of topics relevant to seniors. Our goal is to be the first place to which seniors turn to find information on the services and products that they need.

**Senior Resources Agency on Aging**
The mission of Senior Resources on Aging is to provide information and services to the aging population, individuals with disabilities, their families and care providers to maintain or improve their independence and quality of life.

**TransitNet**
The Arc Connecticut brings you TransitNet; a website for people with disabilities, older adults, caregivers, and providers who want to learn more about what transportation options are available for them in Connecticut. The site is designed to be accessible and informative—providing transportation links, instructions on how to use those links, and contact information leading directly to individuals who can offer further assistance.
Projects Accomplished

With guidance from the Regional Mobility Management Steering Committee, the Regional Mobility Manager completed the following projects:

- Created a database of all transportation providers in the South Central Region of Connecticut.
- Created and maintains a mobility management website for the program—www.KnowHowToGoSCCT.org.
- Created and manages the social media accounts for Facebook and Twitter.
- Secured the donation of a sign for the South Central Mobility Management Program that can be used at community outreach events.

Future Projects

With assistance of the Regional Mobility Management Steering Committee, the Regional Mobility Manager would like to complete the following projects over the next six months to a year:

- Sponsor a Connecticut Mobility Management Conference to coordinate regional Mobility Management efforts. The conference will allow the RMM’s to better the coordination of services for people with disabilities, seniors and veterans.
- Create a transportation guidebook for the South Central Region.
- Develop a marketing plan for the KnowHowToGoSCCT website, as well as the Facebook and Twitter accounts.
- Identify and pursue funding opportunities to start new or enhance existing transportation service for seniors and people with disabilities.
For more information on the South Central Regional Mobility Program, please contact:

Christine Maguire  
Regional Mobility Manager  
(475) 243-3944  
or  
cmaguire@kennedyctr.org

Visit our website at:  
www.knowhowtogoscct.org
### August 2015 Action Table

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Received</th>
<th>Description</th>
<th>Adjacent RPC Towns</th>
<th>Abridged RPC Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>5/27/15</td>
<td>Representative Policy Board of the South Central CT Regional Water District: Proposed Application in accordance with Special Act 77-98, as amended for the Transfer of Interest in Real Property to the State Connecticut over 60 acres located of Great Hill Rd</td>
<td></td>
<td>By resolution, the RPC has determined that the proposed application does not appear to have any adverse inter-municipal impacts or adverse impacts to the habitat and ecosystem of the Long Island Sound as the properties will be maintained as open space. The proposed application appears to be consistent with the South Central Region Plan of Conservation and Development.</td>
</tr>
<tr>
<td>2.2</td>
<td>6/29/15</td>
<td>City of West Haven: Proposed Zoning Regulation Amendments pertaining to Transit Oriented Design (TOD) District</td>
<td>Milford, New Haven, Orange</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound.</td>
</tr>
<tr>
<td>2.3</td>
<td>7/30/15</td>
<td>Town of Clinton: Proposed Zoning Regulation Amendments regarding Multiple Dwelling Unit development in Commercial or Residential structures</td>
<td>Madison</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound. The Commission should consider clarifying in which Zoning Districts the use is permitted by Special Exception.</td>
</tr>
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</table>
## September 2015 Action Table

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Received</th>
<th>Description</th>
<th>Adjacent RPC Towns</th>
<th>Abridged RPC Action</th>
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<tr>
<td><strong>2.1</strong></td>
<td>8/17/15</td>
<td><em>Town of Bethany:</em> Proposed Zoning Regulation Amendments pertaining to Sections 1.2 – Definitions and 4.4 - Special Exception Uses - Residential Zones</td>
<td>Hamden, Woodbridge</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound.</td>
</tr>
<tr>
<td><strong>2.2</strong></td>
<td>8/18/15</td>
<td><em>Town of Clinton:</em> Proposed Zoning Regulation Amendments pertaining to Section 7 - Zoning Permits</td>
<td>Madison</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound.</td>
</tr>
<tr>
<td><strong>2.3</strong></td>
<td>8/18/15</td>
<td><em>Town of Clinton:</em> Proposed Zoning Regulation Amendments pertaining to Section 27</td>
<td>Madison</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound.</td>
</tr>
<tr>
<td><strong>2.4</strong></td>
<td>8/21/15</td>
<td><em>Town of Hamden:</em> Proposed Zoning Regulation Amendment pertaining to Table 6.1, Allowed Uses by Zone</td>
<td>Bethany, New Haven, North Haven, Wallingford, Woodbridge</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendment does not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound.</td>
</tr>
<tr>
<td><strong>2.5</strong></td>
<td>9/1/15</td>
<td><em>Town of North Branford:</em> Proposed Zoning Regulation Amendment to Section 54.4.1, Alcoholic Beverages - Location</td>
<td>Branford, East Haven, Guilford, North Haven, Wallingford</td>
<td>By resolution, the RPC has determined that the Proposed Zoning Regulation Amendment does not appear to cause any negative inter-municipal impacts to the towns in the South Central Region nor do there appear to be any impacts to the habitat or ecosystem of the Long Island Sound.</td>
</tr>
<tr>
<td><strong>2.6</strong></td>
<td>9/3/15</td>
<td><em>Town of North Branford:</em> Proposed Zoning Regulation Amendment to add new Section 38 – Age Restricted Housing District (ARHD)</td>
<td>Branford, East Haven, Guilford, North Haven, Wallingford</td>
<td>By resolution, the RPC has determined that depending on the location of the proposed ARHD there is a possibility of inter-municipal impacts. The Commission should consider clarifying the provisions pertaining to the density calculation, potential size of development and whether the proposed provisions pertaining to the set-aside open space requirements are appropriate.</td>
</tr>
</tbody>
</table>
SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS MONEY PURCHASE PLAN

MP Plan CL2009

Restated January 1, 2010
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PLAN EXECUTION
INTRODUCTION

The Employer previously established a money purchase plan on July 1, 1974.

The Employer is of the opinion that the plan should be changed. It believes that the best means to accomplish these changes is to completely restate the plan's terms, provisions and conditions. The restatement, effective January 1, 2010 is set forth in this document and is substituted in lieu of the prior document with the exception of any good faith compliance amendment and any model amendment. Such amendment(s) shall continue to apply to this restated plan until such provisions are integrated into the plan or such amendment(s) are superseded by another amendment.

The restated plan continues to be for the exclusive benefit of employees of the Employer. All persons covered under the plan on December 31, 2009, shall continue to be covered under the restated plan with no loss of benefits.

It is intended that the plan, as restated, shall qualify as a money purchase pension plan under the Internal Revenue Code of 1986, including any later amendments to the Code.

This plan includes the statutory, regulatory, and guidance changes specified in the 2009 Cumulative List of Changes in Plan Qualification Requirements (2009 Cumulative List) contained in Internal Revenue Service Notice 2009-98 and the qualification requirements and guidance published before the issuance of such list. The provisions of this plan apply as of the effective date of the restatement unless otherwise specified.
ARTICLE I
FORMAT AND DEFINITIONS

SECTION 1.01--FORMAT.

Words and phrases defined in the DEFINITIONS SECTION of Article I shall have that defined meaning when used in this Plan, unless the context clearly indicates otherwise.

These words and phrases have an initial capital letter to aid in identifying them as defined terms.

SECTION 1.02--DEFINITIONS.

Account means, for a Participant, his share of the Plan Fund. Separate accounting records are kept for those parts of his Account resulting from:

(a) Employer Contributions

(b) Rollover Contributions

If the Participant's Vesting Percentage is less than 100% as to Employer Contributions, a separate accounting record will be kept for any part of his Account resulting from such Employer Contributions and, if there has been a prior Forfeiture Date, from such Contributions made before a prior Forfeiture Date.

A Participant's Account shall be reduced by any distribution of his Vested Account and by any Forfeitures. A Participant's Account shall participate in the earnings credited, expenses charged, and any appreciation or depreciation of the Investment Fund. His Account is subject to any minimum guarantees applicable under the Annuity Contract or other investment arrangement and to any expenses associated therewith.

Active Participant means an Eligible Employee who is actively participating in the Plan according to the provisions in the ACTIVE PARTICIPANT SECTION of Article II.

Affiliated Service Group means any group of corporations, partnerships or other organizations of which the Employer is a part and which is affiliated within the meaning of Code Section 414(m) and the regulations thereunder. Such a group includes at least two organizations one of which is either a service organization (that is, an organization the principal business of which is performing services), or an organization the principal business of which is performing management functions on a regular and continuing basis. Such service is of a type historically performed by employees. In the case of a management organization, the Affiliated Service Group shall include organizations related, within the meaning of Code Section 144(a)(3), to either the management organization or the organization for which it performs management functions. The term Controlled Group, as it is used in this Plan, shall include the term Affiliated Service Group.

Alternate Payee means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a qualified domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.
Annual Compensation means, on any given date, the Employee's Compensation for the latest Compensation Year ending on or before the given date.

Annual Compensation shall exclude Compensation for the portion of the Compensation Year in which an Employee is not an Active Participant.

Annuity Contract means the annuity contract or contracts into which the Trustee or the Employer enters with the Insurer for guaranteed benefits, for the investment of Contributions in separate accounts, and for the payment of benefits under this Plan.

Annuity Starting Date means, for a Participant, the first day of the first period for which an amount is payable as an annuity or any other form.

Beneficiary means the person or persons named by a Participant to receive any benefits under the Plan when the Participant dies. See the BENEFICIARY SECTION of Article X.

Code means the Internal Revenue Code of 1986, as amended.

Compensation means, except for purposes of the CONTRIBUTION LIMITATION SECTION of Article III, the total earnings, except as modified in this definition, from the Employer during any specified period.

"Earnings" in this definition means wages, within the meaning of Code Section 3401(a), and all other payments of compensation 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. Earnings shall 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)). The type of compensation that is reported in the "Wages, Tips and Other Compensation" box on Form W-2 satisfies this definition.

Except as provided herein, Compensation for a specified period is the Compensation actually paid or made available (or if earlier, includible in gross income) during such period.

For Plan Years beginning on or after July 1, 2007, Compensation for a Plan Year shall also include Compensation paid by the later of 2 1/2 months after an Employee’s Severance from Employment with the Employer maintaining the Plan or the end of the Plan Year that includes the date of the Employee’s Severance from Employment with the Employer maintaining the Plan, if the payment is regular Compensation for services during the Employee’s regular working hours, or Compensation for services outside the Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2 1/2 months after the date of Severance from Employment or the end of the Plan Year that includes the date of Severance from Employment, except, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.
Back pay, within the meaning of section 1.415(c)-2(g)(8) of the regulations, shall be treated as Compensation for the Plan Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included in this definition.

Compensation paid or made available during a specified period shall include amounts that would otherwise be included in Compensation but for an election under Code Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Compensation shall also include employee contributions “picked up” by a governmental entity and, pursuant to Code Section 414(h)(2), treated as Employer contributions.

Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 Compensation is an amount that is excludible under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he has other health coverage. Amounts are deemed Code Section 125 Compensation only if the Employer does not request or otherwise collect information regarding the Participant’s other health coverage as part of the enrollment process for the health plan.

Compensation shall exclude reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation (other than elective contributions), and welfare benefits.

Compensation shall include Differential Wage Payment's beginning January 1, 2009.

For Plan Years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account in determining contributions and allocations for any determination period (the period over which Compensation is determined) shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year.

Provided, however, with respect to an eligible Participant, the reduced dollar limitation in the preceding paragraph does not apply to the extent that the amount of Compensation allowed to be taken into account under the Plan is reduced below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993. For this purpose, “eligible Participant” means an individual who first became a Participant in the Plan during a Plan Year beginning before the first Yearly Date in 1996.

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 the fraction is the number of months in the short determination period, and the denominator of the fraction is 12.

If Compensation for any prior determination period is taken into account in determining a Participant’s contributions or allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that determination period. For this purpose, in determining contributions and allocations in Plan Years beginning on or after January 1, 2002, the annual compensation limit in effect for determination periods beginning before that date is $200,000.

Compensation means, for a Leased Employee, Compensation for the services the Leased Employee performs for the Employer, determined in the same manner as the Compensation of Employees who are not Leased Employees, regardless of whether such Compensation is received directly from the Employer or from the leasing organization.
Compensation Year means the consecutive 12-month period ending on the last day of each Plan Year, including corresponding periods before July 1, 1974.

Contingent Annuity means an individual named by the Participant to receive a lifetime benefit after the Participant's death in accordance with a survivorship life annuity.

Contribution Date means the date on which Employer Contributions are calculated. Employer Contributions shall be calculated annually as of the last day of each Plan Year.

Contributions means Employer Contributions and Rollover Contributions as set out in Article III, unless the context clearly indicates only specific contributions are meant.

Controlled Group means any group of corporations, trades, or businesses of which the Employer is a part that are under common control. A Controlled Group includes any group of corporations, trades, or businesses, whether or not incorporated, which is either a parent-subsidiary group, a brother-sister group, or a combined group within the meaning of Code Section 414(b), Code Section 414(c) and the regulations thereunder and, for purposes of determining contribution limitations under the CONTRIBUTION LIMITATION SECTION of Article III, as modified by Code Section 415(h). The term Controlled Group, as it is used in this Plan, shall include the term Affiliated Service Group and any other employer required to be aggregated with the Employer under Code Section 414(o) and the regulations thereunder.

Designated Beneficiary means the individual who is designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated beneficiary under Code Section 401(a)(9) and section 1.401(a)(9)-4 of the regulations.

Differential Wage Payments means any payments which are made by an Employer to an individual with respect to any period during which the individual is performing Qualified Military Service while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer.

Direct Rollover means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Distributee means 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, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

Early Retirement Date means the first day of any month before a Participant's Normal Retirement Date that the Participant selects for the start of his retirement benefits. This day shall be on or after the date he has a Severance from Employment and the date he meets the following requirement(s):

(a) He has attained age 55.

(b) He has completed 5 years of Vesting Service.

Eligibility Service means an Employee's Period of Service. Eligibility Service shall be measured from his Employment Commencement Date to his most recent Severance Date. This Period of Service shall be reduced by any Period of Severance that occurred prior to his most recent Severance Date, unless
such Period of Severance is included under the service spanning rule below. This period of Eligibility Service shall be expressed as months (on the basis that 30 days equal one month).

However, Eligibility Service is modified as follows:

Period of Military Duty included:

A Period of Military Duty shall be included as service with the Employer to the extent it has not already been credited.

Period of Severance included (service spanning rule):

A Period of Severance shall be deemed to be a Period of Service under either of the following conditions:

(a) the Period of Severance immediately follows a period during which an Employee is not absent from work and ends within 12 months; or

(b) the Period of Severance immediately follows a period during which an Employee is absent from work for any reason other than quitting, being discharged, or retiring (such as a leave of absence or layoff) and ends within 12 months of the date he was first absent.

Eligible Employee means any Employee of the Employer.

Eligible Retirement Plan means 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), an individual retirement annuity described in Code Section 408(b), for taxable years beginning on or after January 1, 2008, an individual retirement plan described in Code Section 408A(b) subject to any limitations described in Code Section 408A(c), 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, as defined in Code Section 414(p).

Eligible Rollover Distribution means 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: (i) 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; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) any hardship distribution; (iv) 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 (v) any other distribution(s) that is reasonably expected to total less than $200 during a year.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or individual retirement annuity described in Code Section 408(a) or (b); (ii) for taxable years beginning on or after January 1, 2007, a
qualified plan (defined contribution or defined benefit) or an annuity contract described in Code Section 403(b) 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; or (iii) for taxable years beginning on or after January 1, 2008, an individual retirement plan described in Code Section 408A(b) subject to any limitations in Code Section 408A(c) 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.

Employee means an individual who is employed by the Employer or any other employer required to be aggregated with the Employer under Code Sections 414(b), (c), (m), or (o). A Controlled Group member is required to be aggregated with the Employer.

Beginning January 1, 2009, the term Employee shall include any individual receiving Differential Wage Payments.

The term Employee shall also include any Leased Employee deemed to be an employee of any employer described in the preceding paragraphs as provided in Code Section 414(n) or (o).

Employer means, except for purposes of the CONTRIBUTION LIMITATION SECTION of Article III, South Central Regional Council of Governments.

Employer Contributions means contributions made by the Employer. See the EMPLOYER CONTRIBUTIONS SECTION of Article III.

Employment Commencement Date means the date an Employee first performs an hour of service.

Entry Date means the date an Employee first enters the Plan as an Active Participant. See the ACTIVE PARTICIPANT SECTION of Article II.

Fiscal Year means the Employer's accounting year. The last day of the Fiscal Year is June 30.

Forfeiture means the part, if any, of a Participant's Account that is forfeited. See the FORFEITURES SECTION of Article III.

Forfeiture Date means, as to a Participant, the date the Participant has a Severance from Employment.

This is the date on which the Participant's Nonvested Account will be forfeited.

Inactive Participant means a former Active Participant who has an Account. See the INACTIVE PARTICIPANT SECTION of Article II.

Insurer means Principal Life Insurance Company or the insurance company or companies named by (i) the Employer or (ii) the Trustee in its discretion or as directed under the Trust Agreement.

Investment Fund means the total of Plan assets, excluding the guaranteed benefit policy portion of any Annuity Contract. All or a portion of these assets may be held under, or invested pursuant to, the terms of a Trust Agreement.
The Investment Fund shall be valued at current fair market value as of the Valuation Date. The valuation shall take into consideration investment earnings credited, expenses charged, payments made, and changes in the values of the assets held in the Investment Fund.

The Investment Fund shall be allocated at all times to Participants, except as otherwise expressly provided in the Plan. The Account of a Participant shall be credited with its share of the gains and losses of the Investment Fund. That part of a Participant's Account invested in a funding arrangement that establishes one or more accounts or investment vehicles for such Participant thereunder shall be credited with the gain or loss from such accounts or investment vehicles. The part of a Participant's Account that is invested in other funding arrangements shall be credited with a proportionate share of the gain or loss of such investments. The share shall be determined by multiplying the gain or loss of the investment by the ratio of the part of the Participant's Account invested in such funding arrangement to the total of the Investment Fund invested in such funding arrangement.

Investment Manager means any fiduciary (other than a trustee)

(a) who has the power to manage, acquire, or dispose of any assets of the Plan;

(b) who (i) is registered as an investment adviser under the Investment Advisers Act of 1940; (ii) is not registered as an investment adviser under such Act by reason of paragraph (1) of section 203A(a) of such Act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, and, at the time it last filed the registration form most recently filed by it with such state in order to maintain its registration under the laws of such state, also filed a copy of such form with the Secretary of Labor, (iii) is a bank, as defined in that Act; or (iv) is an insurance company qualified to perform services described in subparagraph (a) above under the laws of more than one state; and

(c) who has acknowledged in writing being a fiduciary with respect to the Plan.

Late Retirement Date means the first day of any month that is after a Participant's Normal Retirement Date and on which retirement benefits begin. If a Participant continues to work for the Employer after his Normal Retirement Date, his Late Retirement Date shall be the earliest first day of the month on or after the date he has a Severance from Employment. An earlier Retirement Date may apply if the Participant so elects. A later Retirement Date may apply if the Participant so elects. See the WHEN BENEFITS START SECTION of Article V.

Leased Employee means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person ("leasing organization"), has performed services for the recipient (or for the recipient 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 recipient. Contributions or benefits provided by the leasing organization to a Leased Employee, which are attributable to service performed for the recipient employer, shall be treated as provided by the recipient employer.

A Leased Employee shall not be considered an employee of the recipient if:

(a) such employee is covered by a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3), (ii) immediate participation, and (iii) full and immediate vesting, and
(b) Leased Employees do not constitute more than 20 percent of the recipient's nonhighly compensated work force.

Monthly Date means each Yearly Date and the same day of each following month during the Plan Year beginning on such Yearly Date.

Nonvested Account means the excess, if any, of a Participant's Account over his Vested Account.

Normal Form means a single life annuity with installment refund.

Normal Retirement Date means the earliest first day of the month on or after the date the Participant reaches his 65th birthday. Unless otherwise provided in this Plan, a Participant's retirement benefits shall begin on his Normal Retirement Date if he has had a Severance from Employment on such date and has a Vested Account. Even if the Participant is an Employee on his Normal Retirement Date, he may choose to have his retirement benefit begin on such date.

Participant means either an Active Participant or an Inactive Participant.

Period of Military Duty means, for an Employee

(a) who served as a member of the armed forces of the United States, and

(b) who was reemployed by the Employer at a time when the Employee had a right to reemployment in accordance with seniority rights as protected under Chapter 43 of Title 38 of the U.S. Code,

the period of time from the date the Employee was first absent from active work for the Employer because of such military duty to the date the Employee was reemployed.

Period of Service means a period of time beginning on an Employee's Employment Commencement Date or Reemployment Commencement Date (whichever applies) and ending on his Severance Date.

Period of Severance means a period of time beginning on an Employee's Severance Date and ending on the date he again performs an hour of service.

A one-year Period of Severance means a Period of Severance of 12 consecutive months.

Solely for purposes of determining whether a one-year Period of Severance has occurred for eligibility or vesting purposes, the consecutive 12-month period beginning on the first anniversary of the first date of a Parental Absence shall not be a one-year Period of Severance.

Plan means the money purchase plan of the Employer set forth in this document, including any later amendments to it.

Plan Administrator means the person or persons who administer the Plan.

The Plan Administrator is the Employer.

Plan Fund means the total of the Investment Fund and the guaranteed benefit policy portion of any Annuity Contract. The Investment Fund shall be valued as stated in its definition. The guaranteed benefit policy portion of any Annuity Contract shall be determined in accordance with the terms of the Annuity Contract and, to the extent that such Annuity Contract allocates contract values to Participants,
allocated to Participants in accordance with its terms. The total value of all amounts held under the Plan Fund shall equal the value of the aggregate Participants’ Accounts under the Plan.

Plan Year means a period beginning on a Yearly Date and ending on the day before the next Yearly Date.

Qualified Military Service means any service in the uniformed services (as defined in Chapter 43 of Title 38 of the U.S. Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

Reemployment Commencement Date means the date an Employee first performs an hour of service following a Period of Severance.

Reentry Date means the date a former Active Participant reenters the Plan. See the ACTIVE PARTICIPANT SECTION of Article II.

Retirement Date means the date a retirement benefit will begin and is a Participant’s Early, Normal, or Late Retirement Date, as the case may be.

Rollover Contributions means the Rollover Contributions which are made by an Eligible Employee or an Inactive Participant according to the provisions of the ROLLOVER CONTRIBUTIONS SECTION of Article III.

Severance Date means the earlier of:

(a) the date on which an Employee quits, retires, dies, or is discharged, or

(b) the first anniversary of the date an Employee begins a one-year absence from service (with or without pay). This absence may be the result of any combination of vacation, holiday, sickness, disability, leave of absence, or layoff.

Solely to determine whether a one-year Period of Severance has occurred for eligibility or vesting purposes for an Employee who is absent from service beyond the first anniversary of the first day of a Parental Absence, Severance Date is the second anniversary of the first day of the Parental Absence. The period between the first and second anniversaries of the first day of the Parental Absence is not a Period of Service and is not a Period of Severance.

Severance from Employment means, except for purposes of the CONTRIBUTION LIMITATION SECTION of Article III, an Employee has ceased to be an Employee. The Plan Administrator shall determine if a Severance from Employment has occurred in accordance with section 1.401(k)-1(d)(2) of the regulations.

Totally and Permanently Disabled means that a Participant is disabled, as a result of sickness or injury, to the extent that he is prevented from engaging in any substantial gainful activity, and is eligible for and receives a disability benefit under Title II of the Federal Social Security Act.

If Employees are not covered under Title II of the Federal Social Security Act, Totally and Permanently Disabled means that a Participant is disabled, as a result of sickness or injury, to the extent that he is completely prevented from performing any work or engaging in any occupation for wage or profit, and has been continuously disabled for 5 months.
Initial written proof that the disability exists and has continued uninterruptedly for at least 5 months must be furnished to the Plan Administrator by the Participant within one year after the date the disability begins. The Plan Administrator, upon receipt of any notice of proof of a Participant’s total and permanent disability, shall have the right and opportunity to have a physician it designates examine the Participant when and as often as it may reasonably require, but not more than once each year after the disability has continued uninterruptedly for at least two years beyond the date of furnishing the first proof.

Trust Agreement means an agreement or agreements of trust between the Employer and Trustee established for the purpose of holding and distributing the Trust Fund under the provisions of the Plan. The Trust Agreement may provide for the investment of all or any portion of the Trust Fund in the Annuity Contract or any other investment arrangement.

Trust Fund means the total funds held under an applicable Trust Agreement. The term Trust Fund when used within a Trust Agreement shall mean only the funds held under that Trust Agreement.

Trustee means the party or parties named in the applicable Trust Agreement.

Valuation Date means the date on which the value of the assets of the Investment Fund is determined. The value of each Account that is maintained under this Plan shall be determined on the Valuation Date. In each Plan Year, the Valuation Date shall be the last day of the Plan Year. At the discretion of the Plan Administrator, Trustee, or Insurer (whichever applies) and in a nondiscriminatory manner, assets of the Investment Fund may be valued more frequently. These dates shall also be Valuation Dates.

Vested Account means the vested part of a Participant’s Account. The Participant’s Vested Account is determined as follows.

If the Participant’s Vesting Percentage is 100%, his Vested Account equals his Account.

If the Participant’s Vesting Percentage is not 100%, his Vested Account equals the sum of (a) and (b) below:

(a) The part of the Participant’s Account resulting from Employer Contributions made before a prior Forfeiture Date and all other Contributions that were 100% vested when made.

(b) The balance of the Participant’s Account in excess of the amount in (a) above multiplied by his Vesting Percentage.

Vesting Break in Service means a Vesting Computation Period in which an Employee is credited with 500 or fewer hours of service. An Employee incurs a Vesting Break in Service on the last day of a Vesting Computation Period in which he has a Vesting Break in Service.

Vesting Computation Period means a consecutive 12-month period ending on the last day of each Plan Year, including corresponding consecutive 12-month periods before July 1, 1974.
Vesting Percentage means the percentage used to determine the nonforfeitable portion of a Participant's Account attributable to Employer Contributions.

A Participant's Vesting Percentage is shown in the following schedule opposite the number of whole years of his Vesting Service.

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<tr>
<th>VESTING SERVICE (whole years)</th>
<th>VESTING PERCENTAGE</th>
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<td>Less than 1</td>
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<td>1</td>
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<td>4</td>
<td>80</td>
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<td>5 or more</td>
<td>100</td>
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</table>

The Vesting Percentage for a Participant who is an Employee on or after his Normal Retirement Date or the date he meets the requirement(s) for an Early Retirement Date shall be 100%. The Vesting Percentage for a Participant who is an Employee on the date he dies shall be 100%. Beginning January 1, 2007, the Vesting Percentage for a Participant who dies while performing Qualified Military Service shall be 100%. The Vesting Percentage for a Participant who is an Employee on the date he becomes disabled shall be 100% if such disability is subsequently determined to meet the definition of Totally and Permanently Disabled. Beginning January 1, 2007, the Vesting Percentage for a Participant who becomes disabled while performing Qualified Military Service and such disability is determined to meet the definition of Totally and Permanently Disabled shall be 100%.

Vesting Service means one year of service for each Vesting Computation Period in which an Employee is credited with at least 1,000 hours of service.

However, Vesting Service is modified as follows:

Period of Military Duty included:

A Period of Military Duty shall be included as service with the Employer to the extent it has not already been credited. For purposes of crediting hours of service during the Period of Military Duty, an hour of service shall be credited (without regard to the 501 hour of service limitation) for each hour an Employee would normally have been scheduled to work for the Employer during such period.

Yearly Date means July 1, 1974, and each following January 1.
ARTICLE II
PARTICIPATION

SECTION 2.01--ACTIVE PARTICIPANT.

(a) An Employee shall first become an Active Participant (begin active participation in the Plan) on the earliest Monthly Date on which he is an Eligible Employee and has met the eligibility requirement set forth below. This date is his Entry Date.

(1) He has completed three months of Eligibility Service before his Entry Date.

Each Employee who was an Active Participant on December 31, 2009, shall continue to be an Active Participant if he is still an Eligible Employee on January 1, 2010 and his Entry Date shall not change.

(b) An Inactive Participant shall become an Active Participant (resume active participation in the Plan) on the date he again becomes an Eligible Employee. This date is his Reentry Date.

Upon again becoming an Active Participant, he shall cease to be an Inactive Participant.

(c) A former Participant shall again become an Active Participant (resume active participation in the Plan) on the date he again becomes an Eligible Employee. This date is his Reentry Date.

There shall be no duplication of benefits for a Participant because of more than one period as an Active Participant.

SECTION 2.02--INACTIVE PARTICIPANT.

An Active Participant shall become an Inactive Participant (stop accruing benefits) on the earlier of the following:

(a) the date he ceases to be an Eligible Employee, or

(b) the effective date of complete termination of the Plan under Article VIII.

An Employee or former Employee who was an Inactive Participant on December 31, 2009, shall continue to be an Inactive Participant on January 1, 2010. Eligibility for any benefits payable to the Participant or on his behalf and the amount of the benefits shall be determined according to the provisions of the prior document, unless otherwise stated in this document or any subsequent documents.

SECTION 2.03--CESSION OF PARTICIPATION.

A Participant shall cease to be a Participant on the date he is no longer an Eligible Employee and his Account is zero.
ARTICLE III
CONTRIBUTIONS

SECTION 3.01--EMPLOYER CONTRIBUTIONS.

The Employer shall make Employer Contributions for each person who meets the requirements of this section. A person meets the requirements of this section if he was an Active Participant at any time since the last Contribution Date and he has completed at least 1,000 hours of service during the Plan Year.

The amount of the Employer Contribution for each eligible person shall be calculated as of the Contribution Date and shall be equal to 5% of the Participant's Annual Compensation.

Employer Contributions are subject to the Vesting Percentage.

To determine the amount of Employer Contributions for a Participant who is a Leased Employee, contributions provided by the leasing organization that are attributable to services such Leased Employee performs for the Employer shall be treated as provided by the Employer. Those contributions shall not be duplicated under this Plan.

The Employer Contribution calculated above for each person shall be credited to his Account when made.

A portion of the Plan assets resulting from Employer Contributions (but not more than the original amount of those Contributions) may be returned if the Employer Contributions are made because of a mistake of fact. The amount involved must be returned to the Employer within one year after the date the Employer Contributions are made by mistake of fact. Except as provided under this paragraph and in Article VIII, the assets of the Plan shall never be used for the benefit of the Employer and are held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and for defraying reasonable expenses of administering the Plan.

SECTION 3.01A--ROLLOVER CONTRIBUTIONS.

A Rollover Contribution may be made by an Eligible Employee or Inactive Participant if the following conditions are met:

(a) The Contribution is a Participant Rollover Contribution or a direct rollover of a distribution made after December 31, 2001 from the types of plans specified below.

Direct Rollovers. The Plan will accept a direct rollover of an Eligible Rollover Distribution from (i) a qualified plan described in Code Section 401(a) or 403(a), including after-tax employee contributions and excluding any portion of a designated Roth account; (ii) an annuity contract described in Code Section 403(b), including after-tax employee contributions and excluding any portion of a designated Roth account, and (iii) 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.
Participant Rollover Contributions from Other Plans. The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (i) a qualified plan described in Code Section 401(a) or 403(a), excluding distributions of a designated Roth account; (ii) an annuity contract described in Code Section 403(b), excluding distributions of a designated Roth account; and (iii) 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.

Participant Rollover Contributions from IRAs. The Plan will accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or individual retirement annuity described in Code Section 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in the Participant's gross income.

(b) The Contribution is of amounts that the Code permits to be transferred to a plan that meets the requirements of Code Section 401(a).

(c) The Contribution is made in the form of a direct rollover under Code Section 401(a)(31) or is a rollover made under Code Section 402(c) or 408(d)(3)(A) within 60 days after the Eligible Employee or Inactive Participant receives the distribution.

(d) The Eligible Employee or Inactive Participant furnishes evidence satisfactory to the Plan Administrator that the proposed rollover meets conditions (a), (b), and (c) above.

(e) In the case of an Inactive Participant, the Contribution must be of an amount distributed from another plan of the Employer, or a plan of a Controlled Group member.

A Rollover Contribution shall be allowed in cash only and must be made according to procedures set up by the Plan Administrator.

If the Eligible Employee is not an Active Participant when the Rollover Contribution is made, he shall be deemed to be an Active Participant only for the purpose of investment and distribution of the Rollover Contribution. Employer Contributions shall not be made for or allocated to the Eligible Employee until the time he meets all of the requirements to become an Active Participant.

Rollover Contributions made by an Eligible Employee or an Inactive Participant shall be credited to his Account. The part of the Participant's Account resulting from Rollover Contributions is 100% vested and nonforfeitable at all times. Separate accounting records shall be maintained for those parts of his Rollover Contributions consisting of (i) voluntary contributions which were deducted from the Participant's gross income for Federal income tax purposes and (ii) after-tax employee contributions, including the portion that would not have been includible in the Participant's gross income if the contributions were not rolled over into this Plan.

SECTION 3.02--FORFEITURES.

The Nonvested Account of a Participant shall be forfeited as of the Participant's Forfeiture Date.

Forfeitures shall be determined at least once during each Plan Year. Forfeitures may first be used to pay administrative expenses. Forfeitures that have not been used to pay administrative expenses shall be applied to reduce the earliest Employer Contributions made after the Forfeitures are determined. Upon their application to reduce Employer Contributions, Forfeitures shall be deemed to be Employer Contributions.
SECTION 3.03--CONTRIBUTION LIMITATION.

Contributions to the Plan shall be limited in accordance with Code Section 415 and the regulations thereunder. The limitations of this section shall apply to Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

(a) Definitions. For the purpose of determining the contribution limitation set forth in this section, the following terms are defined.

Annual Additions means the sum of the following amounts credited to a Participant's account for the Limitation Year:

(1) employer contributions;
(2) employee contributions; and
(3) forfeitures.

Annual Additions to a defined contribution plan, as defined in section 1.415(c)-1(a)(2)(i) of the regulations, shall also include the following:

(4) mandatory employee contributions, as defined in Code Section 411(c)(2)(C) and section 1.411(c)-1(c)(4) of the regulations, to a defined benefit plan;
(5) contributions allocated to any individual medical benefit account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer;
(6) amounts 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
(7) annual additions under an annuity contract described in Code Section 403(b).

Compensation means wages, within the meaning of Code Section 3401(a), and all other payments of compensation 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. Compensation shall 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)). The type of compensation that is reported in the "Wages, Tips and Other Compensation" box on Form W-2 satisfies this definition.

Except as provided herein, Compensation for a Limitation Year is the Compensation actually paid or made available (or if earlier, includible in gross income) during such Limitation Year.

For Limitation Years beginning on or after July 1, 2007, Compensation for a Limitation Year shall also include Compensation paid by the later of 2 1/2 months after an employee's Severance from Employment with the Employer maintaining the plan or the end of the Limitation Year that includes the date of the employee's Severance from Employment with the Employer maintaining the plan, if the payment is regular Compensation for services during the employee's regular working hours, or Compensation for services outside the employee's regular working hours (such
as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the employee while the employee continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2 1/2 months after the date of Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment, except, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

Beginning January 1, 2009, Compensation shall include Differential Wage Payments.

Back pay, within the meaning of section 1.415(c)-2(g)(8) of the regulations, shall be treated as 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 in this definition.

Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under Code Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 Compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he has other health coverage. Amounts are deemed Code Section 125 Compensation only if the Employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Compensation shall not include amounts paid as Compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the Compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Defined Contribution Dollar Limitation means, effective for Limitation Years beginning after December 31, 2001, $40,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's Annual Additions for a Limitation Year cannot exceed the currently applicable dollar limitation (as in effect before the January 1 adjustment) prior to January 1. However, after a January 1 adjustment is made, Annual Additions for the entire Limitation Year are permitted to reflect the dollar limitation as adjusted on January 1.

Employer means the employer that adopts this Plan, and all members of a controlled group of corporations (as defined in Code Section 414(b) as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which
the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

Limitation Year means the consecutive 12-month period ending on the last day of each Plan Year, including corresponding consecutive 12-month periods before July 1, 1974. If the Limitation Year is other than the calendar year, execution of this Plan (or any amendment to this Plan changing the Limitation Year) constitutes the Employer's adoption of a written resolution electing the Limitation Year. If the Limitation Year is amended to a different consecutive 12-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

Maximum Annual Addition means, for Limitation Years beginning on or after January 1, 2002, the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year. This amount shall not exceed the lesser of:

(1) The Defined Contribution Dollar Limitation, or

(2) 100 percent of the Participant's Compensation for the Limitation Year.

A Participant's Compensation for a Limitation Year shall not include Compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which the Limitation Year begins.

The compensation limitation referred to in (2) shall not apply to an individual medical benefit account (as defined in Code Section 415(l)); or a post-retirement medical benefits account for a key employee (as defined in Code Section 419A(d)(1)).

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different consecutive 12-month period, the Maximum Annual Addition will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

\[
\frac{\text{Number of months (including any fractional parts of a month)}}{12}
\]

If the Plan is terminated as of a date other than the last day of the Limitation Year, the Plan is treated as if the Plan was amended to change the Limitation Year and create a short Limitation Year ending on the date the Plan is terminated.

If a short Limitation Year is created, the limitation under Code Section 401(a)(17) shall be prorated in the same manner as the Defined Contribution Dollar Limitation.

Predecessor Employer means, with respect to a Participant, a former employer if the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for the former employer. Predecessor Employer also means, with respect to a Participant, a former entity that antedates the Employer if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

Severance from Employment means an employee has ceased to be an employee of the Employer maintaining the plan. An employee does not have a Severance from Employment if, in
connection with a change of employment, the employee’s new employer maintains the plan with respect to the employee.

(b) If the Participant does not participate in another defined contribution plan, as defined in section 1.415(c)-1(a)(2)(i) of the regulations (without regard to whether the plan(s) have been terminated) maintained by the Employer, the amount of Annual Additions that may be credited to the Participant’s Account for any Limitation Year shall not exceed the lesser of the Maximum Annual Addition 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 the Maximum Annual Addition, the amount contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Annual Addition.

(c) If, in addition to this Plan, the Participant is covered under another defined contribution plan, as defined in section 1.415(c)-1(a)(2)(i) of the regulations, (without regard to whether the plan(s) have been terminated) maintained by the Employer that provides an Annual Addition during any Limitation Year, the Annual Additions that may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Annual Addition, reduced by the Annual Additions credited to a Participant's Account under the other defined contribution plan(s) for the same Limitation Year. If the Annual Additions with respect to the Participant under the other defined contribution plan(s) maintained by the Employer are less than the Maximum Annual Addition, and the Employer Contribution that would otherwise be contributed or allocated to the Participant’s Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Annual Addition. If the Annual Additions with respect to the Participant under the other defined contribution plan(s) in the aggregate are equal to or greater than the Maximum Annual Addition, no amount will be contributed or allocated to the Participant’s Account under this Plan for the Limitation Year.

(d) The limitation of this section shall be determined and applied taking into account the rules in subparagraph (e) below.

(e) Other Rules

(1) **Aggregating Plans.** For purposes of applying the limitations of this section for a Limitation Year, all defined contribution plans (as defined in section 1.415(c)-1(a)(2)(i) of the regulations and without regard to whether the plan(s) have been terminated) ever maintained by the Employer and all defined contribution plans of a Predecessor Employer (in the Limitation Year in which such Predecessor Employer is created) under which a Participant receives Annual Additions are treated as one defined contribution plan.

(2) **Break-up of Affiliated Employers.** The Annual Additions under a formerly affiliated plan (as defined in section 1.415(f)-1(b)(2)(ii) of the regulations) of the Employer are taken into account for purposes of applying the limitations of this section for the Limitation Year in which the cessation of affiliation took place.

(3) **Previously Unaggregated Plans.** The limitations of this section are not exceeded for the first Limitation Year in which two or more existing plans, which previously were not required to be aggregated pursuant to section 1.415(f) of the regulations, are aggregated, provided that no Annual Additions are credited to a Participant after the date on which the
plans are required to be aggregated if the Annual Additions already credited to the Participant in the existing plans equal or exceed the Maximum Annual Addition.

(4) Aggregation with Multiemployer Plan. If the Employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the Annual Additions under the multiemployer plan that are provided by the Employer shall be treated as Annual Additions provided under a plan maintained by the Employer for purposes of this section.
ARTICLE IV

INVESTMENT OF CONTRIBUTIONS

SECTION 4.01--INVESTMENT OF CONTRIBUTIONS.

The handling of Contributions and Plan assets is governed by the provisions of the Trust Agreement and any other relevant document, such as an Annuity Contract (for the purposes of this paragraph alone, the Trust Agreement and such other documents will each be referred to as a "document" or collectively as the "documents"), duly entered into by or with regard to the Plan that govern such matters. To the extent permitted by the documents, the parties named below shall direct the Contributions for investment in any of the investment options or investment vehicles available to the Plan under or through the documents, and may request the transfer of amounts resulting from those Contributions between such investment options and investment vehicles. A Participant may not direct the investment of all or any portion of his Account in collectibles. Collectibles mean any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Secretary of the Treasury. However, for tax years beginning after December 31, 1997, certain coins and bullion as provided in Code Section 408(m)(3) shall not be considered collectibles. To the extent that a Participant who has the ability to provide investment direction fails to give timely investment direction, the amount for which no investment direction is in place shall be invested in such investment options and investment vehicles as provided in the service and expense agreement or such other documents duly entered into by or with regard to the Plan that govern such matters. If the Employer has investment direction, the Contributions shall be invested ratably in the investment options and investment vehicles available to the Plan under or through the documents. The Employer shall have investment direction for amounts that have not been allocated to Participants. To the extent an investment is no longer available, the Employer may require that amounts currently held in such investment be reinvested in other investments.

(a) Employer Contributions: The Participant shall direct the investment of Employer Contributions and transfer of amounts resulting from those Contributions.

(b) Rollover Contributions: The Participant shall direct the investment of Rollover Contributions and transfer of amounts resulting from those Contributions.

However, the Plan Administrator may delegate to the Investment Manager investment direction for Contributions and amounts which are not subject to Participant direction.

All Contributions are forwarded by the Employer to (i) the Trustee to be deposited in the Trust Fund or otherwise invested by the Trustee in accordance with the relevant documents, or (ii) the Insurer to be deposited under the Annuity Contract, as applicable.
ARTICLE V

BENEFITS

SECTION 5.01--RETIREMENT BENEFITS.

On a Participant's Retirement Date, his Vested Account shall be distributed to him according to the distribution of benefits provisions of Article VI and the provisions of the SMALL AMOUNTS SECTION of Article X.

SECTION 5.02--DEATH BENEFITS.

If a Participant dies before his Annuity Starting Date, his Vested Account shall be distributed according to the distribution of benefits provisions of Article VI and the provisions of the SMALL AMOUNTS SECTION of Article X.

SECTION 5.03--VESTED BENEFITS.

If an Inactive Participant's Vested Account is not payable under the SMALL AMOUNTS SECTION of Article X, he may elect, but is not required, to receive a distribution of any part of his Vested Account after he has a Severance from Employment. A distribution under this paragraph shall be a retirement benefit and shall be distributed to the Participant according to the distribution of benefits provisions of Article VI.

A Participant may not elect to receive a distribution under the provisions of this section after he again becomes an Employee until he subsequently has a Severance from Employment and meets the requirements of this section.

Beginning January 1, 2009, a Participant who has been performing Qualified Military Service for a period of at least 30 days is deemed to have had a Severance from Employment for purposes of requesting a distribution of his Vested Account resulting from Elective Deferral Contributions. The plan will suspend Elective Deferral Contributions for six months after receipt of the distribution.

If an Inactive Participant does not receive an earlier distribution, upon his Retirement Date or death, his Vested Account shall be distributed according to the provisions of the RETIREMENT BENEFITS SECTION or the DEATH BENEFITS SECTION of this article.

SECTION 5.04--WHEN BENEFITS START.

The Participant may elect to have benefits begin after the later of his Normal Retirement Date or the date he has a Severance from Employment, subject to the following provisions of this section. The Participant shall make the election in writing. Such election must be made before his Normal Retirement Date or the date he has a Severance from Employment, if later. The Participant shall not elect a date for beginning benefits or a form of distribution that would result in a benefit payable when he dies which would be more than incidental within the meaning of governmental regulations.

Benefits shall begin by the Participant’s Required Beginning Date, as defined in the DEFINITIONS SECTION of Article VII.
SECTION 5.05--WITHDRAWAL BENEFITS.

A Participant may withdraw any part of his Vested Account resulting from Rollover Contributions. A Participant may make only two such withdrawals in any 12-month period.

A request for withdrawal shall be made in such manner and in accordance with such rules as the Employer will prescribe for this purpose (including by means of voice response or other electronic means under circumstances the Employer permits). Withdrawals shall be a retirement benefit and shall be distributed to the Participant according to the distribution of benefits provisions of Article VI.

SECTION 5.06--DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS.

The Plan specifically permits distributions to an Alternate Payee under a qualified domestic relations order as defined in Code Section 414(p), at any time, irrespective of whether the Participant has attained his earliest retirement age, as defined in Code Section 414(p), under the Plan. A distribution to an Alternate Payee before the Participant has attained his earliest retirement age is available only if the order specifies that distribution shall be made prior to the earliest retirement age or allows the Alternate Payee to elect a distribution prior to the earliest retirement age.

Nothing in this section shall permit a Participant to receive a distribution at a time otherwise not permitted under the Plan nor shall it permit the Alternate Payee to receive a form of payment not permitted under the Plan.

The benefit payable to an Alternate Payee shall be subject to the provisions of the SMALL AMOUNTS SECTION of Article X if the value of the benefit does not exceed $5,000.

The Plan shall make payments or distributions required under this section by separate benefit checks or other separate distribution to the Alternate Payee(s).
ARTICLE VI
DISTRIBUTION OF BENEFITS

SECTION 6.01--AUTOMATIC FORMS OF DISTRIBUTION.

Unless an optional form of benefit is selected pursuant to an election within the election period (see the ELECTION PROCEDURES SECTION of this article), the automatic form of benefit payable to or on behalf of a Participant is determined as follows:

(a) Retirement Benefits. The automatic form of retirement benefit for a Participant who does not die before his Annuity Starting Date shall be the Normal Form.

(b) Death Benefits. The automatic form of death benefit for a Participant who dies before his Annuity Starting Date shall be a single sum payment to the Participant's Beneficiary.

SECTION 6.02--OPTIONAL FORMS OF DISTRIBUTION.

(a) Retirement Benefits. The optional forms of retirement benefit shall be the following: (i) a straight life annuity; (ii) single life annuities with certain periods of 5, 10, or 15 years; (iii) a single life annuity with installment refund; (iv) survivorship life annuities with installment refund and survivorship percentages of 50%, 66 2/3%, 75%, or 100%; (v) fixed period annuities for any period of whole months that is not less than 60; (vi) a fixed period installment option; and (vii) a fixed payment installment option. A single sum payment is also available.

The fixed period installment option is an optional form of benefit under which the Participant elects to receive substantially equal annual payments over a fixed period of whole years. The annual payment may be paid in annual, semi-annual, quarterly, or monthly installments as elected by the Participant. The Participant may elect to receive additional payments.

The fixed payment installment option is an optional form of benefit under which the Participant elects to receive a specified dollar amount each year. The annual payment may be paid in annual, semi-annual, quarterly, or monthly installments as elected by the Participant. The Participant may elect to receive additional payments.

Under the installment options the amount payable in the Participant's first Distribution Calendar Year, as defined in the DEFINITIONS SECTION of Article VII, must satisfy the minimum distribution requirements of Article VII for such year. Distributions for later Distribution Calendar Years must satisfy the minimum distribution requirements of Article VII for such years. If the Participant's Annuity Starting Date does not occur until his second Distribution Calendar Year, the amount payable for such year must satisfy the minimum distribution requirements of Article VII for both the first and second Distribution Calendar Years.

Election of an optional form is subject to the election provisions of the ELECTION PROCEDURES SECTION of this article and the distribution requirements of Article VII.

Any annuity contract distributed shall be nontransferable.

(b) Death Benefits. The optional forms of death benefit are a single sum payment and any annuity that is an optional form of retirement benefit.
Election of an optional form is subject to the election provisions of the ELECTION PROCEDURES SECTION of this article and the distribution requirements of Article VII.

SECTION 6.03--ELECTION PROCEDURES.

The Participant or Beneficiary shall make any election under this section in writing. The Plan Administrator may require such individual to complete and sign any necessary documents as to the provisions to be made. Any election permitted under (a) and (b) below shall be subject to the election provisions of (c) below.

(a) Retirement Benefits. A Participant may elect his Beneficiary or Contingent Annuitant and may elect to have retirement benefits distributed under any of the optional forms of retirement benefit available in the OPTIONAL FORMS OF DISTRIBUTION SECTION of this article.

(b) Death Benefits. A Participant may elect his Beneficiary and may elect to have death benefits distributed under any of the optional forms of death benefit available in the OPTIONAL FORMS OF DISTRIBUTION SECTION of this article.

If the Participant has not elected an optional form of distribution for the death benefit payable to his Beneficiary, the Beneficiary may, for his own benefit, elect the form of distribution, in like manner as a Participant.

(c) Election. The Participant or Beneficiary may make an election at any time during the election period. The Participant or Beneficiary may revoke the election made (or make a new election) at any time and any number of times during the election period.

(1) Election Period for Retirement Benefits. A Participant may make an election as to retirement benefits at any time before the Annuity Starting Date.

(2) Election Period for Death Benefits. A Participant may make an election as to death benefits at any time before he dies. The Beneficiary's election period begins on the date the Participant dies and ends on the date benefits begin.
ARTICLE VII

REQUIRED MINIMUM DISTRIBUTIONS

SECTION 7.01--APPLICATION.

The optional forms of distribution are only those provided in Article VI. An optional form of distribution shall not be permitted unless it meets the requirements of this article. The timing of any distribution must meet the requirements of this article.

SECTION 7.02--DEFINITIONS.

For purposes of this article, the following terms are defined:

Distribution Calendar Year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under (b)(2) of the REQUIRED MINIMUM DISTRIBUTIONS SECTION of this article. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

Life Expectancy means life expectancy as computed by use of the Single Life Table in Q&A-1 in section 1.401(a)(9)-9 of the regulations.

Participant's Account Balance means the Account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

Required Beginning Date means, for a Participant, April 1 of the calendar year following the later of the calendar year in which he attains age 70 1/2 or the calendar year in which he retires.

SECTION 7.03--REQUIRED MINIMUM DISTRIBUTIONS.

(a) General Rules.

(1) The requirements of this article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this article apply to calendar years beginning after December 31, 2002.
(2) All distributions required under this article shall be determined and made in accordance with the regulations under Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and the regulations thereunder.

(b) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later, except to the extent that an election is made to receive distributions in accordance with the 5-year rule under (e) below. Under the 5-year rule, the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(ii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, except to the extent that an election is made to receive distributions in accordance with the 5-year rule under (e) below. Under the 5-year rule, the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, this (b)(2), other than (b)(2)(i), will apply as if the surviving spouse were the Participant.

For purposes of this (b)(2) and (d) below, unless (b)(2)(iv) above applies, distributions are considered to begin on the Participant's Required Beginning Date. If (b)(2)(iv) above applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under (b)(2)(i) above. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under (b)(2)(i) above), the date distributions are considered to begin is the date distributions actually commence.
(3) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with (c) and (d) below. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the regulations thereunder.

(c) **Required Minimum Distributions During Participant's Lifetime.**

(1) **Amount of Required Minimum Distribution For Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

   (i) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Q&A-2 in section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

   (ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Q&A-3 in section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(2) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this (c) beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

(d) **Required Minimum Distributions After Participant's Death.**

(1) **Death On or After Date Distributions Begin.**

   (i) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

   A. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

   B. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the
surviving spouse’s death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse’s birthday in the calendar year of the spouse’s death, reduced by one for each subsequent calendar year.

C. If the Participant’s surviving spouse is not the Participant’s sole Designated Beneficiary, the Designated Beneficiary’s remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant’s death, reduced by one for each subsequent year.

(ii) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant’s death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant’s death is the quotient obtained by dividing the Participant’s Account Balance by the Participant’s remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death Before Date Distributions Begin.**

(i) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant’s death is the quotient obtained by dividing the Participant’s Account Balance by the remaining Life Expectancy of the Participant’s Designated Beneficiary, determined as provided in (d)(1) above, except to the extent that an election is made to receive distributions in accordance with the 5-year rule under (e) below. Under the 5-year rule, the Participant’s entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant’s death.

(ii) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant’s death, distribution of the Participant’s entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant’s death.

(iii) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under (b)(2)(i) above, this (d)(2) will apply as if the surviving spouse were the Participant.

(e) **Election of 5-year Rule.** Participants or Beneficiaries may elect on an individual basis whether the 5-year rule in (b)(2) and (d)(2) above applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which the distribution would be required to begin under (b)(2) above if no such election is made, or by September 30 of the calendar year which contains the fifth anniversary of the Participant’s (or, if applicable, surviving spouse’s) death.
SECTION 7.04--TEFRA SECTION 242(b)(2) ELECTIONS.

(a) Notwithstanding the other requirements of this article, distribution on behalf of any Participant who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a section 242(b)(2) election) may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(1) The distribution by the Plan is one that would not have disqualified such Plan under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(2) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(3) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(4) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(5) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant’s death, the Beneficiaries of the Participant listed in order of priority.

(b) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(c) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (a)(1) and (5) above.

(d) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the regulations thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(e) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Q&A-14 and Q&A-15 in section 1.401(a)(9)-8 of the regulations shall apply.
SECTION 7.05--TRANSITION RULES.

To the extent the Plan was effective before 2003, required minimum distributions were made pursuant to the TEFRA SECTION 242(b)(2) ELECTIONS SECTION of this article and (a) and (b) below:

(a) **2000 and Before**. Required minimum distributions for calendar years after 1984 and before 2001 were made in accordance with Code Section 401(a)(9) and the proposed regulations thereunder published in the Federal Register on July 27, 1987 (the 1987 Proposed Regulations).

(b) **2001 and 2002**. Required minimum distributions for calendar years 2001 and 2002 were made pursuant to the proposed regulations under Code Section 401(a)(9) published in the Federal Register on January 17, 2001 (the 2001 Proposed Regulations). Distributions were made in 2001 under the 1987 Proposed Regulations prior to June 14, 2001, and the special transition rule in Announcement 2001-82, 2001-2 C.B. 123, applied.
ARTICLE VIII

TERMINATION OF THE PLAN

The Employer expects to continue the Plan indefinitely but reserves the right to terminate the Plan in whole or in part at any time upon giving written notice to all parties concerned.

The Account of each Participant shall be 100% vested and nonforfeitable as of the effective date of complete termination of the Plan. The Account of each Participant who is included in the group of Participants deemed to be affected by the partial termination of the Plan shall be 100% vested and nonforfeitable as of the effective date of the partial termination of the Plan. The Participant's Vested Account shall continue to participate in the earnings credited, expenses charged, and any appreciation or depreciation of the Investment Fund until his Vested Account is distributed.

A Participant's Vested Account may be distributed to the Participant after the effective date of the complete termination of the Plan. A distribution under this article shall be a retirement benefit and shall be distributed to the Participant according to the provisions of Article VI. However, the fixed period and fixed payment installment options shall not be available.

If a Participant or Beneficiary is receiving payments under the fixed period or fixed payment installment option, the Vested Account shall be paid to such person in a single sum.

The Participant's entire Vested Account shall be paid in a single sum to the Participant as of the effective date of complete termination of the Plan if the Participant's Vested Account is $5,000 or less. This is a small amounts payment. The small amounts payment is in full settlement of all benefits otherwise payable.

Upon complete termination of the Plan, no more Employees shall become Participants and no more Contributions shall be made.

The assets of this Plan shall not be paid to the Employer at any time, except that, after the satisfaction of all liabilities under the Plan, any assets remaining may be paid to the Employer. The payment may not be made if it would contravene any provision of law.
ARTICLE IX
ADMINISTRATION OF THE PLAN

SECTION 9.01--ADMINISTRATION.

Subject to the provisions of this article, the Plan Administrator has complete control of the administration of the Plan. The Plan Administrator has all the powers necessary for it to properly carry out its administrative duties. Not in limitation, but in amplification of the foregoing, the Plan Administrator has complete discretion to construe or interpret the provisions of the Plan, including ambiguous provisions, if any, and to determine all questions that may arise under the Plan, including all questions relating to the eligibility of Employees to participate in the Plan and the amount of benefit to which any Participant, Beneficiary, or Contingent Annuitant may become entitled. The Plan Administrator's decisions upon all matters within the scope of its authority shall be final.

Unless otherwise set out in the Plan or Annuity Contract, the Plan Administrator may delegate recordkeeping and other duties which are necessary to assist it with the administration of the Plan to any person or firm which agrees to accept such duties. The Plan Administrator shall be entitled to rely upon all tables, valuations, certificates and reports furnished by the consultant or actuary appointed by the Plan Administrator and upon all opinions given by any counsel selected or approved by the Plan Administrator.

The Plan Administrator shall receive all claims for benefits by Participants, former Participants, Beneficiaries, and Contingent Annuitants. The Plan Administrator shall determine all facts necessary to establish the right of any claimant to benefits and the amount of those benefits under the provisions of the Plan. The Plan Administrator may establish rules and procedures to be followed by claimants in filing claims for benefits, in furnishing and verifying proofs necessary to determine age, and in any other matters required to administer the Plan.

SECTION 9.02--EXPENSES.

Expenses of the Plan, to the extent that the Employer does not pay such expenses, may be paid out of the assets of the Plan provided that such payment is consistent with any law to which the Plan is subject. Such expenses include, but are not limited to, expenses for recordkeeping and other administrative services; fees and expenses of the Trustee or Annuity Contract; expenses for investment education service, and direct costs that the Employer incurs with respect to the Plan. Expenses that relate solely to a specific Participant or Alternate Payee may be assessed against such Participant or Alternate Payee as provided in the service and expense agreement or such other documents duly entered into by or with regard to the Plan that govern such matters.

SECTION 9.03--RECORDS.

All acts and determinations of the Plan Administrator shall be duly recorded. All these records, together with other documents necessary for the administration of the Plan, shall be preserved in the Plan Administrator's custody.

Writing (handwriting, typing, printing), photostating, photographing, microfilming, magnetic impulse, mechanical or electrical recording, or other forms of data compilation shall be acceptable means of keeping records.

RESTATEMENT JANUARY 1, 2010
SECTION 9.04--DELEGATION OF AUTHORITY.

All or any part of the administrative duties and responsibilities under this article may be delegated by the Plan Administrator to a retirement committee. The duties and responsibilities of the retirement committee shall be set out in a separate written agreement.

SECTION 9.05--EXERCISE OF DISCRETIONARY AUTHORITY.

The Employer, Plan Administrator, and any other person or entity who has authority with respect to the management, administration, or investment of the Plan may exercise that authority in its/his full discretion, subject only to the duties imposed under any law to which the Plan is subject. This discretionary authority includes, but is not limited to, the authority to make any and all factual determinations and interpret all terms and provisions of the Plan documents relevant to the issue under consideration. The exercise of authority will be binding upon all persons; will be given deference in all courts of law to the greatest extent allowed under law; and will not be overthrown or set aside by any court of law unless found to be arbitrary and capricious or made in bad faith.

SECTION 9.06--TRANSACTION PROCESSING.

Transactions (including, but not limited to, investment directions, trades, loans, and distributions) shall be processed as soon as administratively practicable after proper directions are received from the Participant or other parties. No guarantee is made by the Plan, Plan Administrator, Trustee, Insurer, or Employer that such transactions will be processed on a daily or other basis, and no guarantee is made in any respect regarding the processing time of such transactions.

Notwithstanding any other provision of the Plan, the Employer, the Plan Administrator, or the Trustee reserves the right to not value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, the Plan Administrator, or the Trustee.

Administrative practicality will be determined by legitimate business factors (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and correction for errors or omissions of any service provider) and in no event will be deemed to be less than 14 days. The processing date of a transaction shall be binding for all purposes of the Plan and considered the applicable Valuation Date for any transaction.
ARTICLE X
GENERAL PROVISIONS

SECTION 10.01-AMENDMENTS.

The Employer may amend this Plan at any time, including any remedial retroactive changes (within the time specified by Internal Revenue Service regulations), to comply with any law or regulation issued by any governmental agency to which the Plan is subject. The Employer may correct obvious and unambiguous typographical errors and cross references that merely correct a reference but that do not in any way change the original intended meaning of the provisions.

An amendment may not allow reversion or diversion of Plan assets to the Employer at any time, except as may be required to comply with any law or regulation issued by any governmental agency to which the Plan is subject.

SECTION 10.02-DIRECT ROLLOVERS.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this section, 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 paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. A Designated Beneficiary of a Participant who is not the surviving spouse of the Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of a distribution, that would be an Eligible Rollover Distribution if the Designated Beneficiary were a Distributee, paid in a Direct Rollover to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) established for the purposes of receiving the distribution on behalf of the Designated Beneficiary. If such Direct Rollover is made: (i) such Direct Rollover shall be treated as an Eligible Rollover Distribution; (ii) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)); and (iii) Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such plan. For this purpose, certain trusts shall be treated as a Designated Beneficiary as provided in Code Section 402(c)(11)(B).

In the event of a mandatory distribution of an Eligible Rollover Distribution greater than $1,000 in accordance with the SMALL AMOUNTS SECTION of this article (or which is a small amounts payment under Article VIII at complete termination of the Plan), 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, the Plan Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Administrator.

In the event of any other Eligible Rollover Distribution to a Distributee in accordance with the SMALL AMOUNTS SECTION of this article (or which is a small amounts payment under Article VIII at complete termination of the Plan), if the Distributee does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover or to receive the distribution directly, the Plan Administrator will pay the distribution to the Distributee.
SECTION 10.03--PROVISIONS RELATING TO THE INSURER AND OTHER PARTIES.

The obligations of an Insurer shall be governed solely by the provisions of the Annuity Contract. The Insurer shall not be required to perform any act not provided in or contrary to the provisions of the Annuity Contract. Each Annuity Contract when purchased shall comply with the Plan. See the CONSTRUCTION SECTION of this article.

Any issuer or distributor of investment contracts or securities is governed solely by the terms of its policies, written investment contract, prospectuses, security instruments, and any other written agreements entered into with the Trustee with regard to such investment contracts or securities.

Such Insurer, issuer or distributor is not a party to the Plan, nor bound in any way by the Plan provisions. Such parties shall not be required to look to the terms of this Plan, nor to determine whether the Employer, the Plan Administrator, or the Trustee have the authority to act in any particular manner or to make any contract or agreement.

Until notice of any amendment or termination of this Plan or a change in Trustee has been received by the Insurer at its home office or an issuer or distributor at their principal address, they are and shall be fully protected in assuming that the Plan has not been amended or terminated and in dealing with any party acting as Trustee according to the latest information which they have received at their home office or principal address.

SECTION 10.04--EMPLOYMENT STATUS.

Nothing contained in this Plan gives an Employee the right to be retained in the Employer’s employ or to interfere with the Employer’s right to discharge any Employee.

SECTION 10.05--RIGHTS TO PLAN ASSETS.

An Employee shall not have any right to or interest in any assets of the Plan upon termination of employment or otherwise except as specifically provided under this Plan, and then only to the extent of the benefits payable to such Employee according to the Plan provisions.

Any final payment or distribution to a Participant or his legal representative or to any Beneficiaries or Contingent Annuitant of such Participant under the Plan provisions shall be in full satisfaction of all claims against the Plan, the Plan Administrator, the Insurer, the Trustee, and the Employer arising under or by virtue of the Plan.

SECTION 10.06--BENEFICIARY.

Each Participant may name a Beneficiary to receive any death benefit (other than any income payable to a Contingent Annuitant) that may arise out of his participation in the Plan. The Participant may change his Beneficiary from time to time. The Participant’s Beneficiary designation and any change of Beneficiary shall be subject to the provisions of the ELECTION PROCEDURES SECTION of Article VI.

It is the responsibility of the Participant to give written notice to the Plan Administrator of the name of the Beneficiary on a form furnished for that purpose. The Plan Administrator shall maintain records of Beneficiary designations for Participants before their Retirement Dates. However, the Plan Administrator may delegate to another party the responsibility of maintaining records of Beneficiary designations. In that event, the written designations made by Participants shall be filed with such other party. If a party other than the
Insurer maintains the records of Beneficiary designations and a Participant dies before his Retirement Date, such other party shall certify to the Insurer the Beneficiary designation on its records for the Participant.

If there is no Beneficiary named or surviving when a Participant dies, the Participant's Beneficiary shall be the Participant's surviving spouse, or where there is no surviving spouse, the executor or administrator of the Participant's estate.

SECTION 10.07--CONSTRUCTION.

The validity of the Plan or any of its provisions is determined under and construed according to Federal law and, to the extent permissible, according to the laws of the state in which the Employer has its principal office. In case any provision of this Plan is held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included.

In the event of any conflict between the provisions of the Plan and the terms of any Annuity Contract issued hereunder, the provisions of the Plan control.

SECTION 10.08--LEGAL ACTIONS.

No person employed by the Employer; no Participant, former Participant, or their Beneficiaries; nor any other person having or claiming to have an interest in the Plan is entitled to any notice of process. A final judgment entered in any such action or proceeding shall be binding and conclusive on all persons having or claiming to have an interest in the Plan.

SECTION 10.09--SMALL AMOUNTS.

If the Vested Account of a Participant is $5,000 or less, his entire Vested Account shall be paid in a single sum as of the earliest of his Retirement Date, the date he dies, or the date he has a Severance from Employment for any other reason (the date the Employer provides notice to the record keeper of the Plan of such event, if later). This is a small amounts payment.

If a small amounts payment is made as of the date the Participant dies, the small amounts payment shall be made to the Participant’s Beneficiary. If a small amounts payment is made while the Participant is living, the small amounts payment shall be made to the Participant. The small amounts payment is in full settlement of all benefits otherwise payable.

No other small amounts payments shall be made.

SECTION 10.10--WORD USAGE.

The masculine gender, where used in this Plan, shall include the feminine gender and the singular words, where used in this Plan, shall include the plural, unless the context indicates otherwise.

The words “in writing” and “written,” where used in this Plan, shall include any other forms, such as voice response or other electronic system, as permitted by any governmental agency to which the Plan is subject.
SECTION 10.11--MILITARY SERVICE.

Notwithstanding any provision of this Plan to the contrary, the Plan shall provide contributions, benefits, and service credit with respect to Qualified Military Service in accordance with Code Section 414(u).

Beginning January 1, 2007, a Participant who dies on or after January 1, 2007 while performing Qualified Military Service is treated as having resumed and then terminated employment on account of death, in accordance with Code Section 401(a)(37) and any subsequent guidance. The survivors of such Participant are entitled to any additional benefits provided under the Plan on account of death of the Participant.
By executing this Plan, the Employer acknowledges having counseled to the extent necessary with selected legal and tax advisors regarding the Plan's legal and tax implications.

Executed this 23rd day of December, 2010

SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

By: [Signature]

Executive Director
Title