

PALISADES FREE LIBRARY
BOARD OF TRUSTEES
AGENDA
WEDNESDAY, FEBRUARY 7, 7:00 PM
AT THE LIBRARY

CALL TO ORDER

APPROVAL OF MINUTES FROM DECEMBER 12, 2023 MEETING

LIBRARIAN'S REPORT

- 2023 Statistics
- Conflict of Interest Forms / Whistleblower Forms
- Sexual Harassment Prevention Training

NEW BUSINESS

- Election of board officers: President, Vice President, Treasurer and Secretary
- Members appointed to committees: Finance, Building, Nominating, Sustainability, Other?
- Resolution to adopt an amendment to the 401K Plan:
 - **RESOLVED, the Amendment to Implement Hardship Distribution Provisions of the The Bipartisan Budget Bill of 2018 to the 401(k) Profit-Sharing Plan for the Employees of the Palisades Free Library (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.**

BUILDING REPORT

- Back in December during a big storm the library lost power for several hours. The backup sump pump worked great. Instead of electrical power, it uses pressure from municipal water to pump out water. The water bill for December jumped from the usual \$21 to \$129. We used 13,000 gallons of water.

FINANCIAL REPORT

- Recommendation to move \$21,566 from donations (\$11,855), Friends account (\$3,865) and Tappan Zee Thrift Shop (\$5,846) to the Community Gift Fund.
- Resolution to accept the Town of Orangetown funding agreement for 2024:
 - **To Authorize the execution of the contract for library services between the Town of Orangetown and the Palisades Free Library for the term of January 1, 2024 to December 31, 2024.**
- 2023 Budget Report
- 259 School District Funds Referendum

OLD BUSINESS

- Adopt 2024 Budget
- Building Projects: Children's Room, Water Solutions, Historic Storage, Bathroom
- Long Range Plan
- Goods and Services Auction

DRAFT MEETING MINUTES

Present: Marjorie Galen, presiding; Marty Nealon, Yvonna Kopacz, Erica Goldman, Laurie Ferguson, Kris Haberman, Maria Gagliardi, recording.

Excused: Kathryn Shattuck

CALL TO ORDER: Marjorie called the meeting to order at 7:01pm

APPROVAL OF MINUTES FROM OCTOBER 11, 2023 MEETING

Yvonna moved, Marty seconded. All in favor.

LIBRARIAN'S REPORT

- Attendance in October was up, November is about the same as last year and overall attendance is up 6.5% YTD
- Circulation of digital items is up 14% but DVD circ is down 15%. Juvenile book circulation is down 37% and adult circulation is up 9.6%. Overall circulation is down 6%.
- Update to Personnel Policies making the director the only exempt employee.
 - **Motion: Beginning March 1, 2024, the library director will be an exempt employee and all other employees will be hourly employees. Laurie moved, Marty seconded. All in favor.**
 - **Motion: Full-time employees who work a 4 hour Sunday shift will receive 7 hours pay. Full-time employees who work on a Sunday for more or fewer than 4 hours will be paid at time and a half. Laurie moved, Marty seconded. All in favor.**

BUILDING REPORT

- The roofer repaired the leak in vestibule at a cost of \$450

FINANCIAL REPORT

- Operating Budget: Town Board adopted 2024 budget includes 2% increase for the library
- **Motion: To implement "Square" Point of Sales payment system with access to deposit funds in the Webster Bank Account. Yvonna moved, Kris seconded. All in favor.**

OLD BUSINESS

- Winter Open House: was a big success. It brought in people who had not visited the library before. Suggestion to put more outdoor decorations to bring attention. Next year send personal invites to donors.
- Building Projects: Children's Room, Water Solutions, Historic Storage, Bathroom. Maria will check in with Michael Esmay to make sure we are on track to go before the town boards in the beginning of the year.
- Shakespeare play put on by Diana Green to benefit the Library, June 16 & 17: Diana was contacted by Events.com that they are aware of her outstanding payment and that the purchase of Brown Paper Tickets is contingent on making all users whole.

- Sale of the Vinegar Bible: Marty's nephew who is in the business said we spoke to the right people and was surprised that the estimate was so low. Board thought the condition of the bible is one of the reasons its value is low. No further action.

NEW BUSINESS

- Board Meeting Dates: The board adopted the following dates for its regular board meetings: February 7, April 10, June 12, September 11, October 9, December 11.
- 2024 Holiday Closing Dates: New Year's Day, MLK Jr Day, Presidents Day, Good Friday, Easter, Mothers' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Thanksgiving, Christmas Eve, Christmas Day.
- Long Range Plan: The board will review more closely for the February meeting.
- 2024 Budget: No motion to approve the budget. The board decided to hear what the other library boards wanted to do about the school district levy before adopting a budget.
 - Resolution to exceed the 2% tax levy limit imposed by New York State Law in General Municipal Law Section 3-c (adopted in 2011) for the year 2024 – tabled
 - **Motion to approve 2% increase on the salary budget line. Laurie moved, Kris seconded. All in favor.**

ADJOURNMENT

Yvonna moved and Kris seconded. All in favor. Meeting adjourned at 8:14pm

Palisades Free Library

2023 Statistics

ITEM DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS	% Total Circ
CIRCULATION														
BOOKS														
Adult New Fiction	166	165	160	133	172	177	205	189	173	182	173	115	2,010	9.38%
Adult Fiction	126	135	122	89	103	122	169	155	132	137	96	125	1,511	7.05%
Adult New Nonfiction	109	81	104	68	64	54	71	63	70	75	71	52	882	4.12%
Adult Nonfiction	172	112	128	90	115	109	119	128	141	118	132	120	1,484	6.93%
Adult New Fiction LP	21	18	30	22	26	23	25	41	28	18	28	21	301	1.40%
YA New Fiction	11	6	7	7	5	13	4	1	7	1	-	3	65	0.30%
YA Fiction	36	41	25	6	8	17	27	30	35	38	29	20	312	1.46%
YA Nonfiction	2	1	2	3	2	1	3	9	10	-	4	4	41	0.19%
ADULT TOTAL	643	559	578	418	495	516	623	616	596	569	533	460	6,606	30.83%
Juvenile Fiction	358	364	354	275	253	347	539	489	390	358	327	355	4,409	20.57%
Juvenile Spanish	12	5	15	12	4	7	5	4	8	7	9	4	92	0.43%
Juvenile Nonfiction	69	67	105	64	74	48	93	71	105	59	44	48	847	3.95%
JUVENILE TOTAL	439	436	474	351	331	402	637	564	503	424	380	407	5,348	24.96%
BOOK TOTAL	1,082	995	1,052	769	826	918	1,260	1,180	1,099	993	913	867	11,954	55.78%
PERIODICALS														
Adult/YA	99	162	140	116	122	153	101	109	114	91	126	136	1,469	6.86%
Juvenile	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
PERIODICAL TOTAL	99	162	140	116	122	153	101	109	114	91	126	136	1,469	6.86%
AUDIO-VISUAL														
Books on Tape/CD YA/Adult New	15	15	16	12	8	15	5	19	17	9	2	5	138	0.64%
Books on Tape/CD YA/Adult	14	36	21	15	4	8	3	4	6	10	7	8	136	0.63%
Books on Tape/CD Juvenile	1	-	-	-	-	-	-	-	-	-	-	1	2	0.01%
CD's Adult/YA - music	1	1	4	3	6	-	-	-	-	-	-	2	17	0.08%
CD's Juvenile - music	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
DVD's Adult/YA New	80	68	87	72	58	56	42	45	43	31	43	66	691	3.22%
DVD's Adult/YA	109	105	98	74	91	81	100	58	92	77	49	92	1,026	4.79%
DVD's Juvenile	19	21	29	14	13	8	11	33	21	3	14	14	200	0.93%
Museum Passes	-	-	2	3	1	12	3	2	2	2	2	4	33	0.15%
AWE Station Sessions (both)	38	19	69	42	35	43	61	51	43	26	48	42	517	2.41%
Equipment (Nook/Flash Dr.)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Puzzles	11	9	7	6	2	1	9	10	6	4	3	3	71	0.33%
Video Games (All Types)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
AUDIO VISUAL TOTAL	288	274	333	241	218	224	234	222	230	162	168	237	2,831	13.21%
DIGITAL														
Overdrive - All Formats	291	288	312	295	372	351	375	380	342	394	438	467	4,305	20.09%
Hoopla - All Formats	42	46	59	34	41	33	35	66	65	68	52	67	608	2.84%
Kanopy	22	13	25	22	20	17	14	12	16	33	22	46	262	1.22%
DIGITAL TOTAL	355	347	396	351	433	401	424	458	423	495	512	580	5,175	24.15%
TOTAL CIRCULATION	1,824	1,778	1,921	1,477	1,599	1,696	2,019	1,969	1,866	1,741	1,719	1,820	21,429	100.00%
MISCELLANEOUS														
Total Patrons Served	1,009	1,049	1,176	1,213	1,072	1,060	1,125	1,305	1,052	1,028	943	1,066	13,098	11.9%
In-Person On-Site Event Attendance	85	62	107	247	221	62	72	151	116	128	72	234	1,557	
Patron Event Attendance	199	173	481	312	317	248	207	93	156	427	204	248	3,065	
Adult/YA Take & Make Craft Kits	42	69	49	46	66	46	44	21	-	-	-	-	383	
Juv Take & Make Craft Kits	65	65	63	65	72	38	46	44	26	13	27	41	565	
New Patrons Registered	-	4	3	6	5	6	4	6	5	8	8	3	58	
Patrons Deleted	-	-	-	-	-	-	-	-	-	-	-	-	-	
Reference Questions	192	164	158	181	165	166	218	178	178	160	168	181	2,109	
Fines Collected	\$ 2.30	\$ 61.68	\$ 31.40	\$ 10.98	\$ 16.79	\$ 1.10	\$ -	\$ 0.90	\$ 42.99	\$ 50.10	\$ 37.05	\$ -	\$ 255.29	
One-on-One Appointments	18	12	4	9	16	10	16	17	13	15	15	9	154	
ILL														
TO OTHER LIBRARIES														
RCLS	387	332	421	411	417	342	375	400	331	302	283	241	4,242	
Mid-Hudson, SENYLRC	-	-	-	-	-	-	1	-	-	-	-	-	1	
Correctional Facilities, Schools, Out of Region	-	-	-	-	-	-	-	-	-	-	-	-	-	
OCLC	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	387	332	421	411	417	342	376	400	331	302	283	241	4,243	
BORROWED FROM OTHERS														
RCLS	245	288	342	174	220	166	174	173	233	218	174	173	2,580	
Mid-Hudson, SENYLRC	2	-	-	1	3	-	5	1	3	1	1	1	18	
Correctional Facilities, Schools, Out of Region	-	-	-	-	-	-	-	-	-	-	-	-	-	
OCLC	3	2	3	2	1	5	3	1	1	1	2	1	25	
TOTAL	250	290	345	177	224	171	182	175	237	220	177	175	2,623	
INTERNET USE														
	83	142	82	69	76	75	63	72	52	51	51	49	865	

Palisades Free Library 5 Year Statistical Comparison

ITEM DESCRIPTION	2019	2020	2021	2022	2023
CIRCULATION					
<u>BOOKS</u>					
Adult New Fiction	2,261	1,188	937	2,101	2,311
Adult Fiction	1,532	1,029	703	1,498	1,511
Adult New Nonfiction	1,145	619	438	691	882
Adult Nonfiction	1,865	968	807	1,488	1,484
Adult Paperbacks	16	8	5	8	-
YA Fiction	671	470	304	536	377
YA Nonfiction	54	42	36	68	41
YA Paperbacks	-	-	-	-	-
ADULT TOTAL	7,544	4,324	3,230	6,390	6,606
Juvenile Fiction	4,405	3,106	1,996	5,411	4,409
Juvenile Spanish Fiction	-	-	35	152	92
Juvenile Nonfiction	830	421	451	1,165	847
Juvenile Paperbacks	147	96	86	469	-
JUVENILE TOTAL	5,382	3,623	2,568	7,197	5,348
BOOK TOTAL	12,926	7,947	5,798	13,587	11,954
<u>PERIODICALS</u>					
Adult	1,809	1,362	709	1,569	1,469
YA	-	-	2	-	-
Juvenile	8	19	8	15	-
PERIODICAL TOTAL	1,817	1,381	719	1,584	1,469
<u>AUDIO-VISUAL</u>					
Books on Tape/CD YA/Adult	843	349	170	257	274
Books on Tape/CD Juvenile	92	15	12	16	2
CD's Adult/YA - music	126	69	11	34	17
CD's Juvenile - music	3	1	-	-	-
DVD's Adult/YA	4,716	2,278	1,306	1,962	1,717
DVD's Juvenile	668	232	115	295	200
Museum Passes	36	3	1	9	33
AWE Station Program Sessions	225	62	170	376	517
Equipment (Nook/Flash Dr.)	2	-	2	-	-
Puzzles	-	-	20	115	71
Video Games (All Types)	12	28	-	5	-
AUDIO VISUAL TOTAL	6,723	3,037	1,807	3,069	2,831
<u>DIGITAL</u>					
Overdrive - All Formats	3,244	3,414	1,538	3,553	4,305
Hoopla - All Formats	251	728	404	522	608
Kanopy	123	378	208	306	262
DIGITAL TOTAL	3,618	4,520	2,150	4,381	5,175
TOTAL CIRCULATION	25,084	16,885	10,474	22,621	21,429
MISCELLANEOUS					
Total Patrons Served	16,541	6,652	4,090	12,412	13,098
In-Person On-Site Event Attendance	2,581	547	-	342	1,557
Patron Event Attendance	2,581	2,897	2,424	4,298	3,065
New Patrons Registered	47	36	18	56	58
Patrons Deleted	50	-	-	-	-
Reference Questions	1,978	1,521	893	2,128	2,109
Fines Collected	#####	\$ 458.21	\$ 43.97	\$ 513.85	\$ 255.29
One-on-One Appointments	160	104	77	135	145
ILL					
<u>TO OTHER LIBRARIES</u>					
RCLS	4,452	2,814	2,206	4,118	4,242
Mid-Hudson, SENYLRC					
Correctional Facilities,	4	2	-	2	1
Schools, Out of Region					
OCLC	-	-	-	-	-
TOTAL	4,456	2,816	2,206	4,120	4,243
<u>BORROWED FROM OTHERS</u>					
RCLS	3,274	1,942	1,352	2,804	2,580
FML, Mid-Hudson, SENYLRC					
Correctional Facilities,	17	4	13	14	18
Schools, Out of Region					
OCLC	-	2	9	17	25
TOTAL	3,291	1,948	1,374	2,835	2,623
INTERNET USE					
	1,405	665	536	1,162	865

**PALISADES FREE LIBRARY
Operating Budget New**

**Palisades Free Library
2023 Operating Budget**

	Jan - Dec 23	Budget
Ordinary Income/Expense		
Income		
TOWN OF ORANGETOWN	389,403.00	389,403.00
SOUTH ORANGETOWN SCHOOL	81,904.23	110,000.00
FINES	196.40	200.00
COPIER CHARGES	1,474.54	1,500.00
GRANTS	2,057.00	8,786.00
DONATIONS	11,855.13	0.00
TAPPAN ZEE THRIFT	5,845.92	4,000.00
INTEREST & DIVIDEND INCOME	13,749.00	1,000.00
Total Income	506,485.22	514,889.00
Gross Profit	506,485.22	514,889.00
Expense		
PERSONNEL - SALARIES		
CERTIFIED LIBRARIANS	80,986.89	130,000.00
OTHER STAFF	97,259.81	68,000.00
DIRECTOR	103,904.63	104,000.00
Total PERSONNEL - SALARIES	282,151.33	302,000.00
EMPLOYEE BENEFITS		
PAYROLL TAX EXPENSE		
FICA TAX EXPENSE	16,739.53	18,724.00
MEDICARE TAX EXPENSE	3,914.91	4,379.00
Total PAYROLL TAX EXPENSE	20,654.44	23,103.00
HEALTH	46,314.78	51,648.00
RETIREMENT	8,501.33	11,768.00
WORKERS COMP & DISABILITY	3,007.49	3,200.00
Total EMPLOYEE BENEFITS	78,478.04	89,719.00
PROFESSIONAL FEES/CONTRACTS		
RCLS - Automation	5,870.00	5,670.00
RCLS - Fees	1,561.00	1,547.00
PROFESSIONAL FEES, OTHER		
Professional Fees MISC	1,831.70	2,405.00
Accountant / Auditor	4,364.00	4,075.00
Computer Support	11,512.88	11,340.00
Retirement Plan Fees	1,108.00	1,300.00
Payroll Fees	761.83	3,500.00
Juvenile Programs	4,499.72	5,000.00
Young Adult Programs	0.00	500.00
Adult Programs	5,338.80	5,000.00
Total PROFESSIONAL FEES, OTHER	29,416.93	33,120.00
Total PROFESSIONAL FEES/CONTRACTS	36,847.93	40,337.00

**PALISADES FREE LIBRARY
Operating Budget New**

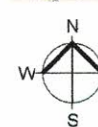
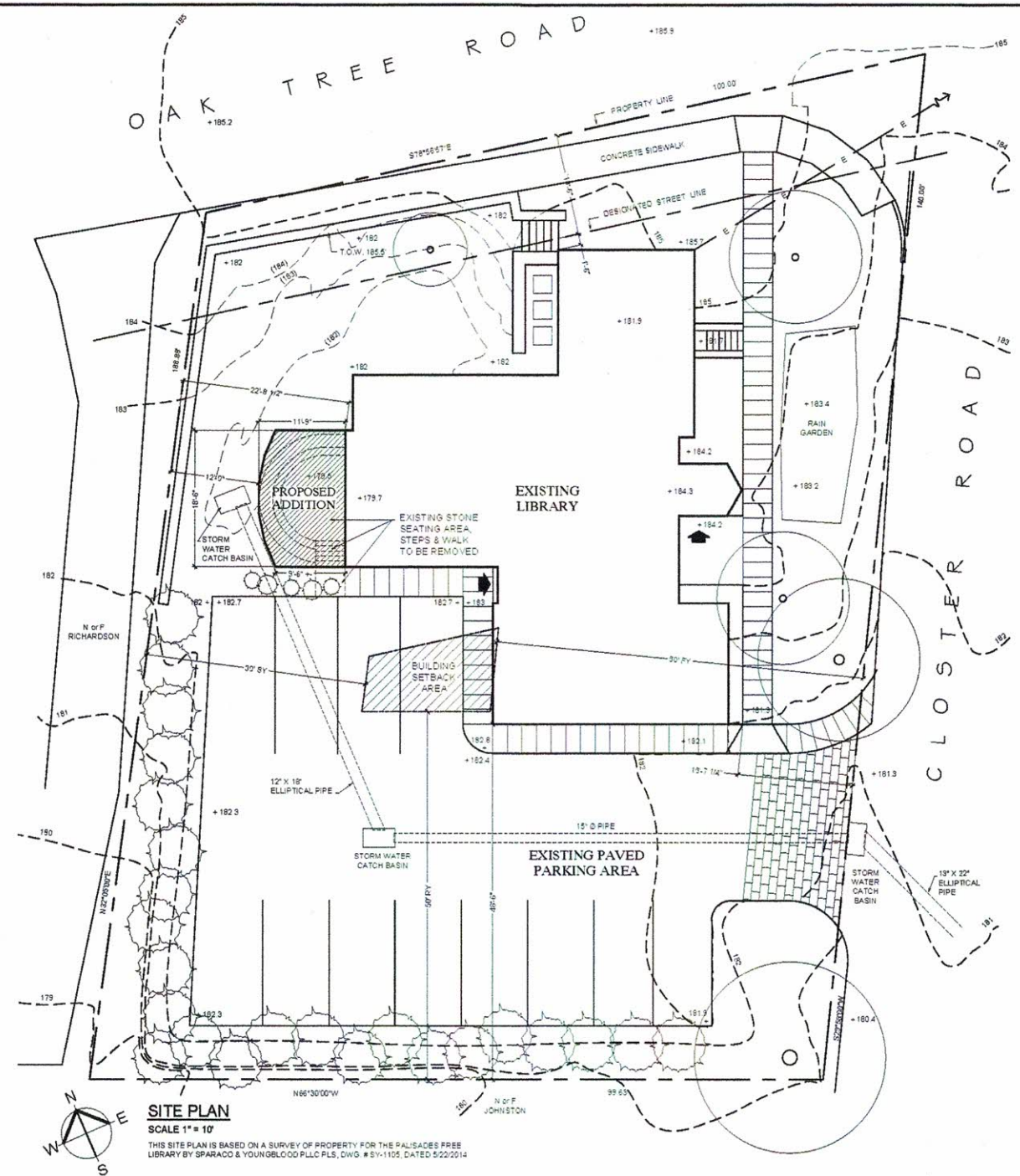
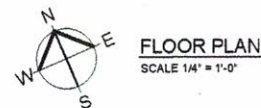
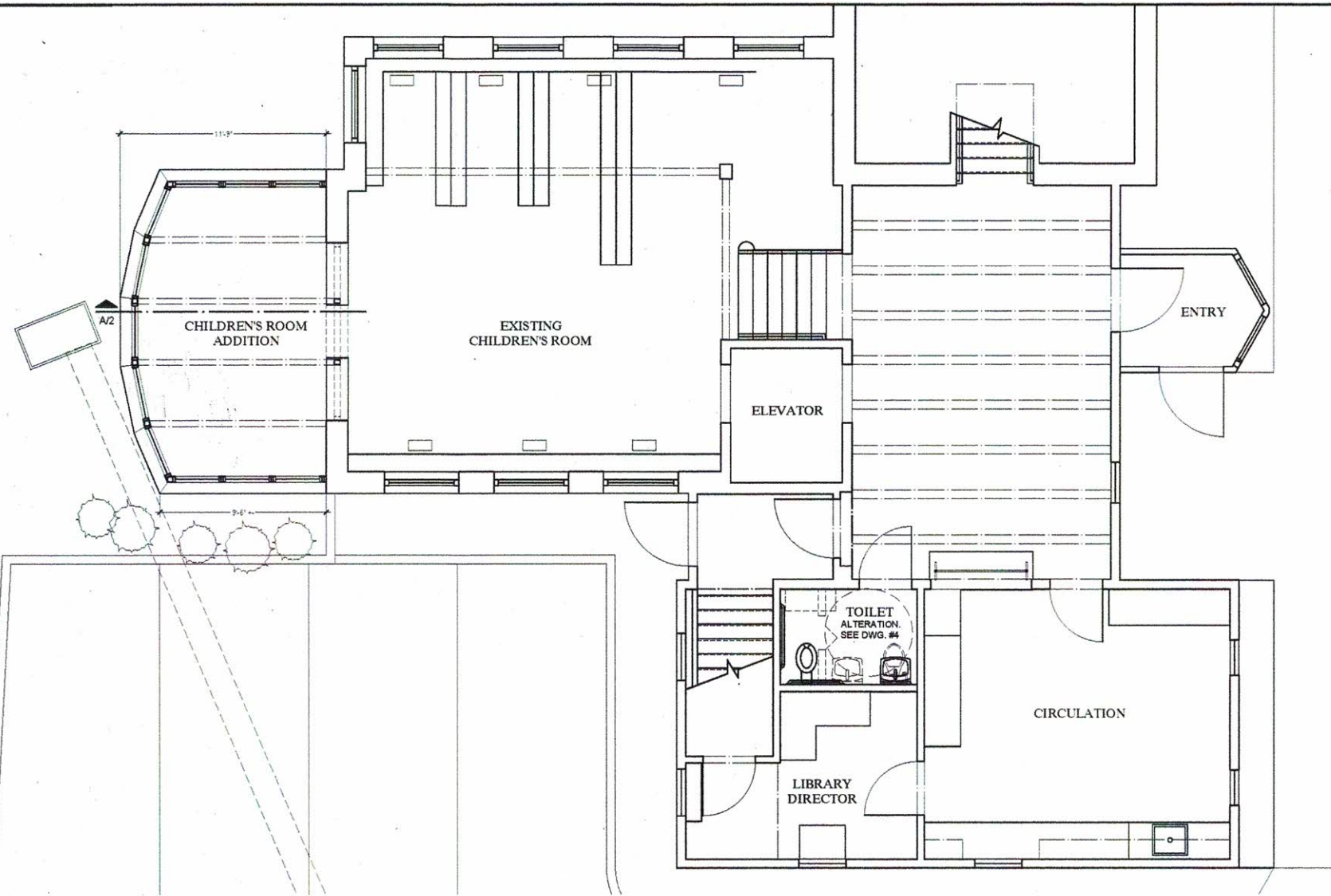
2023 Operating Budget

	Jan - Dec 23	Budget
MATERIALS -		
ELECTRONIC DATABASES		
Other Electronic Databases	966.12	1,725.00
Kanopy	508.00	700.00
Hoopla	1,350.22	1,000.00
Overdrive Ebooks	6,493.70	6,500.00
Total ELECTRONIC DATABASES	9,318.04	9,925.00
BOOKS		
Juvenile	3,286.61	3,500.00
Young Adult	739.64	1,500.00
Adult LP	1,578.13	2,000.00
Adult	12,074.21	12,000.00
Total BOOKS	17,678.59	19,000.00
BOOKS - Processing	1,045.83	1,000.00
PERIODICALS	3,777.51	4,000.00
AUDIO/VISUAL - ADB / DVD		
Audio Visual - DVD	3,000.65	2,500.00
Audio Visual - ADB	1,040.90	800.00
Total AUDIO/VISUAL - ADB / DVD	4,041.55	3,300.00
Total MATERIALS -	35,861.52	37,225.00
EQUIPMENT	2,417.34	3,615.90
MAINTENANCE & REPAIRS		
Grounds Maintenance	7,963.50	4,000.00
Building Maintenance	21,577.65	6,000.00
Maintenance Contracts	12,557.07	13,663.00
Total MAINTENANCE & REPAIRS	42,098.22	23,663.00
SUPPLIES		
Total Program Supplies	2,686.80	3,000.00
Custodial Supplies	993.85	1,000.00
Office & Library Supplies	2,312.56	2,400.00
Printing	470.00	900.00
Total SUPPLIES	6,463.21	7,400.00
INSURANCE	7,119.94	6,800.00
TELECOMMUNICATIONS	4,749.41	5,280.00
UTILITIES - Light, Heat & Water	9,035.81	8,500.00
MISCELLANEOUS		
SHIPPING - Postage & Freight	867.88	1,500.00
MISCELLANEOUS - Other	5,150.68	2,300.00
Total MISCELLANEOUS	6,018.56	3,800.00
Total Expense	511,241.31	528,339.90
Net Ordinary Income	-4,756.09	-13,450.90
Net Income	-4,756.09	-13,450.90

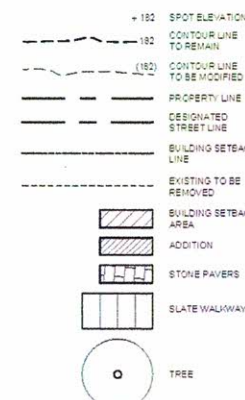
PALISADES FREE LIBRARY PROPOSED BUDGET REPORT

	2022	2023	2024	2025
	Actual	Actual	Proposed	Proposed
Income				
Town of Orangetown	\$ 389,403	\$ 389,403	\$ 397,191	\$ 367,000
South Orangetown School District	\$ 81,961	\$ 81,904	\$ 82,000	\$ 164,000
TOTAL TAX INCOME	\$ 471,364	\$ 471,307	\$ 479,191	\$ 531,000
Fines	\$ 427	\$ 196	\$ 188	\$ 150
Copier	\$ 992	\$ 1,475	\$ 1,500	\$ 1,358
System Cash Grants	\$ 5,096	\$ 2,057	\$ 2,000	\$ 2,000
Other State Aid	\$ 13,315			
Donations	\$ (74)	\$ 11,855		
TZ Thrift	\$ (1,702)	\$ 5,846	\$ 6,500	\$ 6,000
Interest	\$ 591	\$ 13,749	\$ 12,000	\$ 10,000
Fund Balance				
Total Income	\$ 490,009	\$ 506,485	\$ 501,379	\$ 550,508
Total Expenses	\$ 479,535	\$ 510,487	\$ 542,494	\$ 550,508
Income - Expenses	\$ 10,474	\$ (4,002)	\$ (41,115)	\$ 0

		2022 Actual	2023 Actual	2024 Proposed	2025 Proposed
Salaries	Director	\$ 102,472	\$ 103,905	\$ 106,000	\$ 108,000
	Certified Librarians	\$ 120,585	\$ 80,987	\$ 81,000	\$ 82,620
	Other Staff	\$ 69,029	\$ 97,260	\$ 125,000	\$ 127,500
Total Salaries		\$ 292,086	\$ 282,151	\$ 312,000	\$ 318,120
Total Employee Benefits		\$ 62,790	\$ 78,519	\$ 94,868	\$ 97,606
Total Personnel Costs		\$ 354,876	\$ 360,670	\$ 406,868	\$ 415,726
Total Materials		\$ 40,266	\$ 34,629	\$ 35,250	\$ 34,116
Total Professional Fees		\$ 24,575	\$ 37,178	\$ 41,584	\$ 41,834
Total Equipment		\$ 3,616	\$ 2,417	\$ 1,000	\$ 1,000
Total Maintenance & Repairs		\$ 25,489	\$ 42,099	\$ 23,565	\$ 23,605
Total Supplies		\$ 8,318	\$ 6,463	\$ 5,700	\$ 5,700
Insurance		\$ 6,422	\$ 7,120	\$ 7,100	\$ 7,100
Shipping		\$ 1,413	\$ 894	\$ 1,000	\$ 1,000
Telecom		\$ 5,262	\$ 4,749	\$ 6,831	\$ 6,831
Utilities		\$ 8,085	\$ 9,116	\$ 9,000	\$ 9,000
Total Misc		\$ 1,213	\$ 5,151	\$ 4,595	\$ 4,595



GRAPHICS LEGEND



ZONING DATA

ZONING DISTRICT: R40 - PALISADES HISTORIC DISTRICT. USE PERMITTED BY RIGHT.
TAX LOT: 60.10.11.10

BULK REQUIREMENTS			
REGULATION	REQUIREMENT	EXISTING	PROPOSED
MIN. LOT AREA	5 ACRES	12,478 SF 0.2865 ACRES	NO CHANGE
MIN. LOT WIDTH	400'	120'	NO CHANGE
MIN. LOT FRONTAGE	50'	240'	NO CHANGE
MIN. FRONT YARD	50'	1.5' & 15.5'	NO CHANGE
MIN. SIDE YARD	30'	22.7'	12'
TOTAL SIDE YARD	80'	N.A.	N.A.
MIN. REAR YARD	50'	48.5'	NO CHANGE
MAX. FLOOR AREA RATIO	0.15	0.31	0.325
PARKING	200 SF / CAR	387 SF / CAR	406 SF / CAR
MAX. BUILDING COVERAGE	55%	NO CHANGE	NO CHANGE
MAX. HEIGHT	8'11"	11'11"	6'11" ADDITION

* EXISTING NON-CONFORMITY: VARIANCE GRANTED 1/27/84, ZBA DECISION #34-05
 ** VARIANCE REQUIRED
 *** INCLUDES PAVING IN OAK TREE ROAD & CLUSTER ROAD.

DATES
2.4.24

**ADDITION & ALTERATION to the
PALISADES FREE LIBRARY**
19 Cluster Road, Palisades, NY 10984

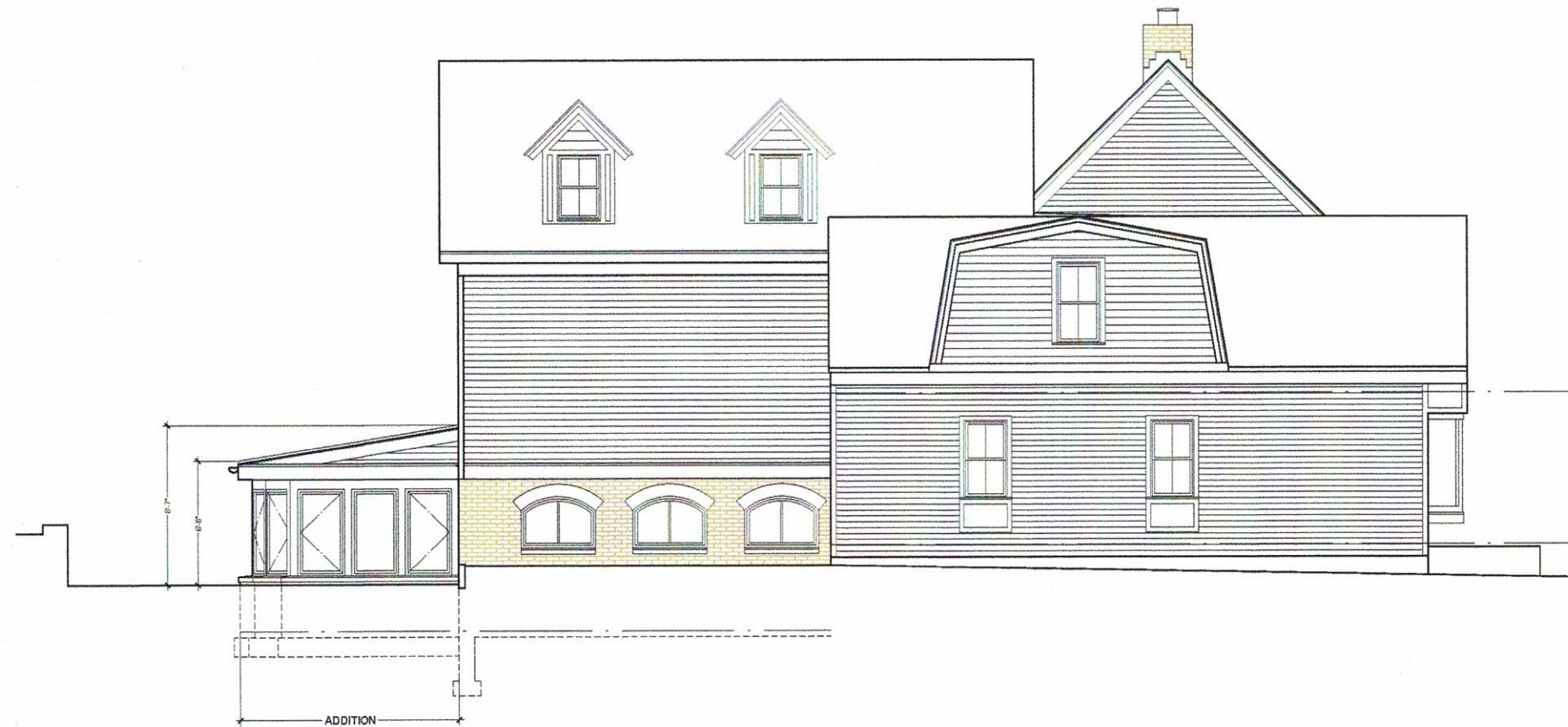
SITE PLAN & FLOOR PLAN

Michael Esmay Architect
17 Van Houten Street, Upper Nyack, NY 10980 (845) 358-0933 mikesmay@aol.com

1



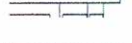
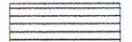





SECTION A
SCALE 1/4" = 1'-0"



SOUTH
SCALE 1/4" = 1'-0"

LEGEND OF MATERIAL INDICATIONS

-  STANDING SEAM STEEL ROOFING, CRAFTMAN STYLE, SLATE GRAY.
-  AZEK TRIM BOARDS, PAINT TO MATCH EXISTING.
-  5" HALF ROUND COPPER GUTTER.
-  WOOD CLAPBOARD TO MATCH EXISTING, PAINT TO MATCH EXISTING.
-  MARVIN CASEMENT WINDOWS TO MATCH EXISTING.
-  PRECAST CONCRETE SILL TO MATCH EXISTING.
-  STONE TO MATCH EXISTING.



DATES: 2.4.04	ADDITION & ALTERATION to the PALISADES FREE LIBRARY 19 Croster Road, Palisades, NY 10964 WEST & NORTH ELEVATIONS Michael Esmay Architect 17 Van Houten Street, Upper Nyack, NY 10960 (845) 358-0933 mikesmay@aol.com	3
------------------	---	----------

Palisades Free Library Committees of the Board of Trustees
February 9, 2022

Building Committee

Works with the director to identify areas in the facility that need attention and advise the board on contracting for building maintenance and system repairs. For emergency repairs the Building Committee is authorized to approve expenditures of up to \$10,000. The director is authorized to approve repair expenditures of up to \$2,500.

Finance Committee

Works with the director to develop the annual budget. Meets with the Town Supervisor ahead of submitting the budget to the town. The Treasurer is a member of the Finance Committee and presents a financial report at the Board Meeting.

Nominating Committee

Works year round to identify Palisades residents who have skills and traits that would make them good candidates for the Board of Trustees. At the October meeting presents a slate of candidates to the board for consideration.

Sustainability Committee

Is made up of trustees, director and library employees. The committee works to create and implement policies and procedures that enforce the triple bottom line of being environmentally sound, socially equitable, and economically feasible. The committee may plan special programs for the public.

The president is an ex officio member of all committees

**ADOPTION AGREEMENT FOR
MUTUAL OF AMERICA FINANCIAL GROUP
NON-STANDARDIZED
DEFINED CONTRIBUTION PRE-APPROVED PLAN**

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

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Palisades Free Library

Address: 19 Closter Rd

Street

Palisades New York 10964-1527

City

State

Zip

Telephone: (845) 359-0136

Taxpayer Identification Number (TIN): 131740017

Employer's Fiscal Year ends: _____

2. TYPE OF ENTITY

- a. ☒ Corporation (including tax-exempt or non-profit Corporation)
- b. ☐ Professional Service Corporation
- c. ☐ S Corporation
- d. ☐ Limited Liability Company that is taxed as:
 - 1. ☐ a partnership or sole proprietorship
 - 2. ☐ a Corporation
 - 3. ☐ an S Corporation
- e. ☐ Sole Proprietorship
- f. ☐ Partnership (including limited liability)
- g. ☐ Other: _____ (must be a legal entity recognized under federal income tax laws)

3. AFFILIATED EMPLOYERS/PARTICIPATING EMPLOYERS (Plan Sections 1.7 and 1.61). Is the Employer an Affiliated Employer (i.e., a member of a controlled group or an affiliated service group (within the meaning of Code §414(b), (c), (m) or (o)))?

- a. ☒ No
- b. ☐ Yes, the Employer is a member of (select one or both of 1. - 2. AND select one of 3. - 4. below):
 - 1. ☐ A controlled group
 - 2. ☐ An affiliated service group

AND, will any of the Affiliated Employers adopt the Plan as Participating Employers?

- 3. ☐ Yes (Complete a participation agreement for each Participating Employer.)
- 4. ☐ No (The Plan could fail to satisfy the Code §410(b) coverage rules.)

MULTIPLE EMPLOYER PLAN (Plan Article XIV). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. ☒ No
- d. ☐ Yes (Complete a participation agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9 through 10.)

4. PLAN NAME:

401(k) Profit-Sharing Plan for Employees of Palisades Free Library

5. PLAN STATUS
 - a. ☐ New Plan
 - b. ☒ Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
 1. ☒ This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.25) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)
 - a. September 1, 2012 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below. NOTE: If the Effective Date of deferrals in the Plan is a different date than what is provided in this Section 6.a., Section 25.D.i. must also be completed. The Effective Date of 25.D.i. must be concurrent with or after the Effective Date in 6.a.)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

 - b. January 1, 2022 (enter month day, year. NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.65) means, except as otherwise provided in d. below:
 - a. ☒ the calendar year
 - b. ☐ the twelve-month period ending on _____ (e.g., June 30th)
 - c. ☐ other: _____ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

SHORT PLAN YEAR (Plan Section 1.76). Select below if there is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 15) (leave blank if not applicable):

 - d. ☐ beginning on __ (enter month day, year; e.g., July 1, 2020)
 and ending on __ (enter month day, year).

8. VALUATION DATE (Plan Section 1.86) means:
 - a. ☒ every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
 - b. ☐ the last day of each Plan Year
 - c. ☐ the last day of each Plan Year half (semi-annual)
 - d. ☐ the last day of each Plan Year quarter
 - e. ☐ other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. PLAN NUMBER (3-digit number for Form 5500 reporting)
 - a. ☒ 001
 - b. ☐ 002
 - c. ☐ Other: _____

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER
 (If none is named, the Employer will be the Administrator (Plan Section 1.5).)
 - a. ☒ Employer (use Employer address and telephone number)
 - b. ☐ The Committee appointed by the Employer (use Employer address and telephone number)
 - c. ☐ Other:

Name: _____

Address: _____

Street

City State Zip

Telephone: _____

11. TYPE OF PLAN (select one)
 - a. ☒ 401(k) Plan.
 - b. ☐ Profit Sharing Plan. (under Current Contributions, may only elect 12.e., and/or 12.f.)
 - c. ☐ Money Purchase Pension Plan. (under Current Contributions, may only elect 12.e., and/or 12.f.)

12. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at i. – p. below (optional), skip questions 13-19 and 23-33)
 2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - h.)

Effective date

3. ☐ as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. ☒ **Elective Deferrals** (Question 25). Also select below if Roth Elective Deferrals are permitted.
1. ☒ Roth Elective Deferrals (Plan Section 1.73)
 - a. ☐ Special Effective Date for Roth Elective Deferrals (choose if applicable) _____ (select if Roth deferrals added in addition to and after Elective Deferrals)
- c. ☐ **401(k) "ADP test safe harbor contributions"** (Question 28)
1. ☐ **401(k) "ADP test safe harbor contributions"** (other than QACA "ADP test safe harbor contributions") (Match, Nonelective)
 2. ☐ **QACA "ADP test safe harbor contributions"**
- d. ☐ **Employer matching contributions** (Question 29)
- e. ☒ **Employer Nonelective Contributions** (includes Employer Profit Sharing contributions, Money Purchase Pension Plan contributions and/or "prevailing wage contributions") (Questions 30-31)
- f. ☒ **Rollover contributions** (Question 43)
- g. ☐ **After-tax voluntary Employee contributions** (Question 44)
- h. ☐ **SIMPLE 401(k) contributions** (Plan Section 13.1) (may not be selected with 12.c., 12.d., 12.e., or 12.g.)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- i. ☐ **Pre-tax Elective Deferrals**
- j. ☐ **Roth Elective Deferrals**
- k. ☐ **401(k) "ADP test safe harbor contributions"**
- l. ☐ **Employer matching contributions**
- m. ☐ **Employer Nonelective Contributions** (includes Employer Profit Sharing contributions, Money Purchase Pension Plan contributions)
- n. ☐ **Rollover contributions**
- o. ☐ **After-tax voluntary Employee contributions**
- p. ☐ **SIMPLE 401(k) contributions**

ELIGIBILITY REQUIREMENTS

13. ELIGIBLE EMPLOYEES (Plan Section 1.28) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 14).
- b. ☒ **Exclusions - same for all contribution types.** The following Employees are not Eligible Employees for all contribution types (select one or more of e. – p. below):
- c. ☐ **Exclusions - different exclusions apply.** The following Employees are not Eligible Employees for the designated contribution types (select one or more of d. – p. below; also select column 1. OR all that apply of columns 2. - 4. for each exclusion selected at d. – n.) (may only be selected with 401(k) Plans):

NOTE: For 401(k) Plans - Unless otherwise specified in this Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the exclusions for Elective Deferrals except as provided in Question 28.**

Non-Standardized Defined Contribution

Exclusions	1. All Contributions	2. Elective Deferrals/SH	3. Matching	4. Nonelective
d. <input type="checkbox"/> No exclusions	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Union Employees (Plan Section 1.28(d))	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. <input checked="" type="checkbox"/> Nonresident aliens (Plan Section 1.28(e))	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Highly Compensated Employees (Plan Section 1.41)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> Leased Employees (Plan Section 1.49)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> Residents of Puerto Rico	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> Interns (Plan Section 1.28(g))	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> Part-time Employees (Plan Section 1.28(f)) A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period. See Note below.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. <input type="checkbox"/> Temporary Employees (Plan Section 1.28(f)) A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. See Note below.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. <input type="checkbox"/> Seasonal Employees (Plan Section 1.28(f)) A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records. See Note below.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. <input type="checkbox"/> Other: (must (1) be definitely determinable and may not be based on age or length of service (except in a manner consistent with k., l., and m. above) or level of Compensation, (2) be nondiscriminatory under Code §401(a)(4) and the regulations thereunder and, (3) if using the average benefits test to satisfy Code §410(b) coverage testing, must be a reasonable classification within the meaning of Regulation §1.410(b)-4(b)).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. <input type="checkbox"/> Other: _____ (must (1) specify contributions to which exclusions apply, (2) be definitely determinable and not based on age or length of service (except in a manner consistent with k., l., and m. above) or level of Compensation, (3) be nondiscriminatory under Code §401(a)(4) and the regulations thereunder, and (4) if using the average benefits test to satisfy Code §410(b) coverage testing, be a reasonable classification within the meaning of Regulation §1.410(b)-4(b)).				
p. <input type="checkbox"/> Code §410(b)(6)(C) inclusion. The Code §410(b)(6)(C) exclusion set forth in Plan Section 1.28 will not apply with respect to the following (such Employees must still satisfy any applicable eligibility conditions) (select one): 1. <input type="checkbox"/> All Employees. 2. <input type="checkbox"/> Only the following Employees _____ (e.g., those who became Employees due to the acquisition of the assets of ABC Company)				

NOTE: If option k. – m. (part-time, temporary and/or seasonal exclusions) is selected, then any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 17.

14. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

- ☐ **No age and service required.** No age and service required for all contribution types (skip to Question 15).
- ☐ **Eligibility - same for all contribution types.** An Eligible Employee will be eligible to participate in the Plan for all contribution types upon satisfaction of the following (select one or more of e. - n. below):
- ☒ **Eligibility - different conditions apply.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following either for all contribution types or to the designated contribution type (select one or more of d. - n. below; also select column 1. OR all that apply of columns 2. - 4. for each condition selected at d. - m.) (may only be selected with 401(k) Plans):

Non-Standardized Defined Contribution

NOTE: For 401(k) Plans - Unless otherwise specified in this Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 43); Matching includes QMACs; and Nonelective includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the conditions for Elective Deferrals except as provided in Question 28.**

Eligibility Conditions	1. All Contributions	2. Elective Deferrals/SH	3. Matching	4. Nonelective
d. <input type="checkbox"/> No age and service required	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Age 20 1/2	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Age 21	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Age _____ (may not exceed 21)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
h. <input checked="" type="checkbox"/> <u>six</u> (not to exceed 12) months of service (elapsed time)	<input type="checkbox"/>	OR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. <input checked="" type="checkbox"/> 1 Year of Service	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. <input type="checkbox"/> 2 Years of Service	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> _____ (not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ (not to exceed 1,000) Hours of Service are completed. If an Eligible Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the 1 Year of Service requirement in i. above.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
l. <input type="checkbox"/> _____ (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Eligible Employee does not complete the stated number of months, the Employee is subject to the 1 Year of Service requirement in i. above.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
m. <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
n. <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must specify contributions to which conditions apply and satisfy the Notes below)				

NOTE: If m. or n. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and for Elective Deferrals, 1 Year of Service; for Employer matching and/or Nonelective Contributions, may not exceed 2 Years of Service. If more than 1 Year of Service is required for Employer matching and/or Nonelective Contributions, 100% immediate vesting is required.

NOTE: If the service requirement is or includes a fractional year, then, except in a manner consistent with k., an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in months of service, then an Employee will not be required to complete any specified number of Hours of Service in a particular month, unless selected in k. above. In both cases, the Hours of Service method will be used for the 1 Year of Service override (e.g., options k. and l.) regardless of any contrary selection at Question 17.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

Requirements waived	1. All Contributions	2. Elective Deferrals/SH	3. Matching	4. Nonelective
o. <input type="checkbox"/> If employed on _____ the following requirements, and the entry date requirement, will be waived. (select a. and/or b. AND c. and/or d. if applicable) (for 401(k)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>

plans, also select column 1. OR all that apply of columns 2. - 4.):

- a. ☐ service requirement (may let part-time Eligible Employees into the Plan)
- b. ☐ age requirement

The waiver applies to any Eligible Employee unless c. selected below.

- c. ☐ waiver is for: _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)

Such Employees will enter the Plan as of the above date unless d. selected below

- d. ☐ _____ (specify a date)

- p. ☐ If employed on _____ ☐ **OR** ☐ ☐ ☐
- the following requirements, and the entry date requirement, will be waived. (select a. and/or b. AND c. and/or d. if applicable) (for 401(k) plans, also select column 1. OR all that apply of columns 2. - 4.):

- a. ☐ service requirement (may let part-time Eligible Employees into the Plan)
- b. ☐ age requirement

The waiver applies to any Eligible Employee unless c. selected below.

- c. ☐ waiver is for: _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)

Such Employees will enter the Plan as of the above date unless d. selected below

- d. ☐ _____ (specify a date)

Amendment or restatement to change eligibility requirements

- q. ☐ This amendment or restatement (or a prior amendment or restatement) modified the eligibility and/or entry date requirements and the prior eligibility and/or entry date conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility and entry date conditions set forth above.
 - 1. ☐ The modified eligibility and entry date conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. ☐ The modified eligibility and entry date conditions above only apply to individuals who were hired on or after the effective date of the modification.

15. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

- a. ☒ **Entry date same for all contribution types.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for all contribution types as of the entry date selected below (select one of c. - k.) (for 401(k) plans, h. and i. are not permitted for all contribution types):
- b. ☐ **Entry date - different dates apply.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for the designated contribution type as of the entry dates selected below (select one or more of c. - k. below; also select all that apply of columns 2. - 4. for each entry date selected at c. - j.) (may only be selected with 401(k) Plans)

NOTE: For 401(k) Plans - Option g. below can only be selected when eligibility for Elective Deferral purposes is six months of service or less and age is 20 1/2 or less. Options g.3. and g.4. may be selected when eligibility is 1 1/2 Years of Service or less and age is 20 1/2 or less and the Plan provides for 100% vesting.

NOTE: For 401(k) Plans - Unless otherwise specified in this Section or any other Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 43); Matching includes QMACs; and Nonelective includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the provisions for Elective Deferrals except as provided in Question 28.**

Non-Standardized Defined Contribution

Entry Date	1. All Contributions	2. Elective Deferrals/SH	3. Matching	4. Nonelective
c. <input type="checkbox"/> Date requirements met	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
d. <input checked="" type="checkbox"/> First day of the month coinciding with or next following date requirements met	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> First day of the Plan Year quarter coinciding with or next following date requirements met	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> First day of Plan Year or first day of 7th month of Plan Year coinciding with or next following date requirements met	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> First day of Plan Year coinciding with or next following date requirements met	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> First day of Plan Year in which requirements met	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> First day of Plan Year nearest date requirements met	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> Other:	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(must be definitely determinable and satisfy Note below)				
k. <input type="checkbox"/> Other:	(must specify contributions to which the conditions apply, must be definitely determinable, and must satisfy the Note below)			

NOTE: If j. or k. above is selected, then it must be completed in a manner that ensures an Eligible Employee who has satisfied the maximum age (21) and service requirements (1 Year (or Period) of Service (or more than 1 year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

SERVICE

16. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.62 and 1.88)
- a. ☒ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 17).
- b. ☐ Service with the designated employers is recognized as follows (select c. - f. and one or more of columns 1. - 3.; choose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option k. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

Other Employer	1. Eligibility	2. Vesting	3. Contribution Allocation
c. <input type="checkbox"/> Employer name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Any entity or business the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limitations			
g. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- h. ☐ The following provisions or limitations apply with respect to the recognition of service with other employers:
 _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.62 and 1.88 regardless of any selections above.

17. SERVICE CREDITING METHOD (Plan Sections 1.62 and 1.88)

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.88 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.43) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used).
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.88 (i.e., shift to the Plan Year if the eligibility condition is 1 Year of Service or less).
4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
5. The one-year hold-out rule after a 1-Year Break in Service will not be used.

- a. ☒ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. ☐ all purposes (skip to Question 18)
2. ☒ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☒ vesting
 - c. ☐ allocations, distributions and contributions

- b. ☒ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. ☒ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service.
2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distributions and contributions

Such method will apply to:

- c. ☐ all Employees
- d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. ☐ days worked (10 hours per day)
- g. ☐ weeks worked (45 hours per week)
- h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. ☐ months worked (190 hours per month)
- j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees)

4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:

- a. ☐ all purposes
- b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distributions and contributions

- c. ☐ **Other service crediting provisions:** _____ (must be definitely determinable and nondiscriminatory; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service. NOTE: Must not list more than 1,000 hours in this Section.) This servicing credit provision will be used for:
1. ☐ All purposes
 2. ☐ The following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

VESTING

18. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
- a. ☐ N/A (no Employer Nonelective Contributions (other than "prevailing wage contributions")) (for 401(k) plans, also no matching contributions or QACA "ADP test safe harbor contributions") (skip to Question 20)
 - b. ☒ The vesting provisions selected below apply to all Participants unless otherwise selected below. In addition, option 1. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.
Vesting waiver. Employees who were employed on the date(s) indicated below and were Participants as of such date are 100% Vested. For Participants who enter the Plan after such date, the vesting provisions selected below apply (leave blank if no waiver applies):
 1. ☐ For all contributions. The vesting waiver applies to all contributions if employed on _____ (enter date)
 2. ☐ For designated contributions. The vesting waiver applies to (select one or more) (may only be selected with 401(k) Plans):
 - a. ☐ Employer Nonelective Contributions if employed on _____
 - b. ☐ Employer matching contributions if employed on _____
 - c. ☐ QACA "ADP test safe harbor contributions" if employed on _____

Vesting for Employer Nonelective Contributions

- c. ☐ N/A (no Employer Nonelective Contributions (other than "prevailing wage contributions"); skip to f.) (may only be selected with 401(k) Plans)
- d. ☒ 100% vesting. Participants are 100% Vested in Employer Nonelective Contributions upon entering Plan (required if eligibility requirement is greater than 1 Year (or Period) of Service).
- e. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer Nonelective Contributions:
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ 3 Year Cliff: 0-2 years-0%; 3 years-100%
 5. ☐ Other - Must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Vesting for Employer matching contributions (may only be selected with 401(k) Plans)

- f. ☒ N/A (there are no Employer matching contributions that can be subject to a vesting schedule; skip to j.)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan. (required if eligibility requirement is greater than 1 Year (or Period) of Service)
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ 3 Year Cliff: 0-2 years-0%; 3 years-100%
 5. ☐ Other - must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Vesting for QACA safe harbor contributions (may only be selected with 401(k) Plans)

- j. ☒ N/A (no QACA "ADP test safe harbor contributions"; skip to Question 19)
- k. ☐ 100% vesting. Participants are 100% Vested in QACA "ADP test safe harbor contributions" upon entering Plan (skip to Question 19).
- l. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to the Participant's Qualified Automatic Contribution Safe Harbor Account:
1. ☐ 100% after two years: 0-1 year-0%; 2 years-100%
 2. ☐ Other - Must be at least as liberal as 1. above in each year:

Years (or Periods) of Service	Percentage
Less than 1	_____ %
1	_____ %
2	100%

19. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age 18

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Early Retirement Date

NOTE: Unless otherwise elected at option v. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the options above apply to QACA "ADP test safe harbor contributions," if any, as well as to Employer Nonelective Contributions and matching contributions.

RETIREMENT AGES

20. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.55) means:

- a. ☒ **Specific age.** The date a Participant attains age 65 (see Note below).
- b. ☐ **Age/participation.** The later of the date a Participant attains age _____ (see Note below) or the _____ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

NOTE: A Participant's age specified above may not exceed 65 and, if this Plan is a Money Purchase Pension Plan or includes transferred pension assets, a Participant's age may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but may be no less than age 55. If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants work.

21. NORMAL RETIREMENT DATE (Plan Section 1.56) means, with respect to any Participant, the:

- a. ☒ date on which the Participant attains "NRA"
- b. ☐ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA")

22. EARLY RETIREMENT DATE (Plan Section 1.23)

- a. ☐ N/A (no early retirement provision provided)
- b. ☒ Early Retirement Date means the:
1. ☒ date on which a Participant satisfies the early retirement requirements

Non-Standardized Defined Contribution

2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

4. ☒ Participant attains age 55
AND, completes.... (leave blank if not applicable)
- a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
- b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes

COMPENSATION

23. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.18 and 1.40).

Base definition

- a. ☐ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☒ 415 safe harbor compensation

NOTE: Plan Sections 1.18(d) and 1.40 provide that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option h. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.18). Compensation will be adjusted by:

- g. ☐ **No adjustments.** No adjustments to Compensation for all contribution types (skip to Question 24).
- h. ☒ **Adjustments - same for all contribution types.** The following Compensation adjustments apply to all contribution types (select one or more of l. – v. below) (k. may also be selected for Profit Sharing Plans or Money Purchase Pension Plans):
- i. ☐ **Adjustments - different adjustments apply.** The following Compensation adjustments for the designated contribution type (select one or more of k. – v. below; also select column 1. OR all that apply of columns 2. - 5. for each adjustment selected at j. – u.) (may only be selected with 401(k) Plans):

NOTE: For 401(k) Plans - Elective Deferrals include Roth Elective Deferrals, Matching includes QMACs and matching "ADP test safe harbor contributions" (including those made pursuant to a QACA), and Nonelective includes Profit Sharing contributions, Money Purchase Pension Plan contributions and QNECs unless specified otherwise. ADP Safe Harbor Nonelective includes nonelective "ADP test safe harbor contributions" (including those made pursuant to a QACA).

	1. All Contributions	2. Elective Deferrals	3. Matching	4. Nonelective	5. ADP Safe Harbor Nonelective
Adjustments					
j. <input type="checkbox"/> no Adjustments	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>
l. <input checked="" type="checkbox"/> excluding reimbursements or other expense, allowances, fringe benefits (cash or non-cash) (see IRS Publication 15-B), moving expenses, deferred compensation (other than deferrals specified in k. above) and welfare benefits.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. <input checked="" type="checkbox"/> excluding Compensation paid during the "determination period" while not a Participant in the component of the Plan for which the definition applies.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Non-Standardized Defined Contribution

- n. ☐ excluding Compensation paid during the "determination period" while not a Participant in *any* component of the Plan for which the definition applies. ☐ **OR** ☐ ☐ ☐ ☐
- o. ☐ excluding Military Differential Pay ☐ **OR** ☐ ☐ ☐ ☐
- p. ☐ excluding amounts in excess of \$_____ ☐ **OR** ☐ ☐ ☐ ☐
- a. ☐ limited to HCEs (must be selected for ADP Safe Harbor Plans)

The following adjustments will require annual nondiscrimination testing.

- q. ☐ excluding overtime ☐ **OR** ☐ ☐ ☐ ☐
- r. ☐ excluding bonuses ☐ **OR** ☐ ☐ ☐ ☐
- s. ☐ excluding commissions ☐ **OR** ☐ ☐ ☐ ☐
- t. ☐ excluding Compensation paid by an Affiliated Employer that has not adopted this Plan ☐ **OR** ☐ ☐ ☐ ☐
- u. ☐ other: ☐ **OR** ☐ ☐ ☐ ☐

(e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay))

- v. ☐ other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a contribution source and Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay))

NOTE: If q., r., s., t., u., or v. is selected, the definition of Compensation could violate the nondiscrimination rules.

NOTE: For 401(k) Plans – q., r., s., t., u., or v. are not recommended if the Plan is using the ADP/ACP safe harbor provisions.

24. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a. - b.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☐ The defaults listed above apply except for the following (select one or more):
1. ☐ Leave cash-outs will be **excluded**
 2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 3. ☐ Disability continuation payments will be **included** for:
 - a. ☐ Nonhighly Compensated Employees only
 - b. ☐ all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 4. ☐ Other: _____ (must be definitely determinable and nondiscriminatory in accordance with Code §401(a)(4) and the regulations thereunder)
- b. ☐ The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

Plan Compensation (post-severance compensation adjustments)

- c. ☐ **Defaults apply.** For all contribution types, Compensation will **include** (to the extent provided in Plan Section 1.18 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans (skip to Question 25).
- d. ☒ **Exclude all post-severance compensation.** Exclude all post-severance compensation for all contribution types (may violate the nondiscrimination requirements) (skip to Question 25).
- e. ☐ **Post-severance adjustments - same for all contribution types.** The defaults listed at c. apply except for the following for all contribution types (select one or more of i. - l. below):

Non-Standardized Defined Contribution

- f. ☐ **Post-severance adjustments - different adjustments apply.** The defaults listed at c. apply except for the following for the designated contribution type (select one or more of g. - l. below; also select column 1. OR all that apply of columns 2. - 5. for each adjustment selected at g. - l.) (may only be selected with 401(k) Plans):

Adjustments	1. All Contributions	2. Elective Deferrals	3. Matching	4. Nonelective	5. ADP Safe Harbor Nonelective
g. <input type="checkbox"/> Defaults apply	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> Exclude all post-severance compensation (may violate the nondiscrimination requirements)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> Regular pay will be excluded (may violate the nondiscrimination requirements)	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> Leave cash-outs will be excluded	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> Nonqualified unfunded deferred compensation will be excluded	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. <input type="checkbox"/> Disability continuation payments will be included for:	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> NHCEs only					
b. <input type="checkbox"/> all Participants and the salary continuation will continue for the following fixed or determinable period: _____					
m. <input type="checkbox"/> Other: _____ (must be definitely determinable and nondiscriminatory in accordance with Code §401(a)(4) and the regulations thereunder.)					

CONTRIBUTIONS AND ALLOCATIONS

25. SALARY DEFERRAL ARRANGEMENT - ELECTIVE DEFERRALS (Plan Section 12.2) (skip if Elective Deferrals NOT selected at Question 12.b.) (Roth Elective Deferrals are permitted if selected at Question 12.b.1)

A. **Elective Deferral limit.** Each Participant may elect to have Compensation deferred by:

- a. ☒ up to (select one):
1. ☒ 100 % of Compensation
 2. ☐ \$ _____
- b. ☐ from (select one):
1. ☐ _____ % to _____ % of Compensation
 2. ☐ \$ _____ to \$ _____
- c. ☐ up to the maximum amount allowed by law (i.e., Code §§402(g) and 415)
- d. ☐ **Minimum deferral amount.** A Participant's Elective Deferrals may not be less than: _____ (specify dollar amount (not greater than \$10,000) and/or percentage of Compensation (not greater than 10%)).

B. **Additional Elective Deferral limits.** Regardless of the above limits (if any), the following apply (select all that apply; leave blank if none apply):

- e. ☐ If a. or b. above is selected, a Participant may make a separate election to defer with respect to irregular pay (e.g., bonus)
1. ☐ For purposes of the separate election, a Participant may elect to defer up to _____ % of irregular pay (regardless of the limitation in a. or b. above)
- f. ☐ For Participants who are HCEs determined as of the beginning of a Plan Year, then instead of 25.A. applying, the Elective Deferral limit is (must be equal to or lower than limit selected in 25.A.; may not be selected if HCEs are excluded at 13.g.1 or 13.g.2) (select one):
1. ☐ _____ % of Compensation
 2. ☐ other: _____ (e.g., must be a specific limit that only applies to some or all HCEs)

C. **Catch-Up Contributions** (Plan Section 1.15). May eligible Participants make Catch-Up Contributions?

- g. ☐ No (skip to D. below)
- h. ☒ Yes, and the following provisions apply:
- Matching Catch-Up Contributions.** Catch-Up Contributions will be taken into account in applying any matching contribution under the Plan unless selected below.
1. ☐ Matching contributions will not be made for amounts attributable to Catch-Up Contributions (may not be selected if this Plan provides for matching "ADP test safe harbor contributions," "ACP test safe harbor matching contributions," or SIMPLE Plans)

Special effective date (choose if applicable)

2. ☐ The effective date of the Catch-Up Contribution provisions is _____ (Enter special effective date. The special effective date of the CODA cannot be prior to the Effective Date of the Plan (6.a) or, if applicable, the Effective Date of the Restatement (6.b).)

D. **Elective Deferral special effective date** (choose if applicable)

- i. ☐ The effective date of the Elective Deferral component of the Plan, which is also the first Entry Date for the Elective Deferral component of the Plan, is _____ (enter month day, year) Note: The date chosen may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan and the Employer must operationally begin taking deferrals from Compensation as soon as administratively feasible thereafter.

26. **AUTOMATIC CONTRIBUTION ARRANGEMENT** (Plan Section 12.2 and 12.9) (skip if Elective Deferrals are NOT selected at Question 12.b.)

A. **Automatic Deferral provisions.** Will the Plan include Automatic Deferral provisions?

- a. ☒ No (skip to Question 27)
 b. ☐ Yes, this Plan includes (select one):
 1. ☐ A traditional Automatic Contribution Arrangement (not an Eligible Automatic Contribution Arrangement (EACA) or a Qualified Automatic Contribution Arrangement (QACA))
 2. ☐ An Eligible Automatic Contribution Arrangement (EACA) but not a Qualified Automatic Contribution Arrangement (QACA)
 3. ☐ A Qualified Automatic Contribution Arrangement (QACA) (a QACA, by definition, satisfies the requirements of an Eligible Automatic Contribution Arrangement (EACA)) (must be selected if QACA safe harbor contributions is selected at 12.c.2.)

B. **Participants subject to the Automatic Deferral provisions.** The Automatic Deferral provisions apply to Employees who become Participants on or after the effective date of these Automatic Deferral provisions, except as otherwise provided herein.

Application to existing Eligible Employees. If the effective date of these Automatic Deferral provisions is later than the date Elective Deferrals were first permitted under this Plan, then the following rules apply to Eligible Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions (if an EACA and not a QACA, see the Note below; select c. or d. and/or e.):

- c. ☐ The Automatic Deferral provisions are either already an ongoing arrangement or will be implemented prospectively on a limited basis (if selected, do not select d.)
 1. ☐ **No existing Eligible Employees.** These Automatic Deferral provisions have applied since the date Elective Deferrals were first permitted under this Plan.
 2. ☐ **No application to existing Participants.** These Automatic Deferral provisions do not apply to Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions. (may not be selected with QACA).
 3. ☐ **New hires only (not applicable to QACA).** These Automatic Deferral provisions only apply to Employees whose employment commencement date (or reemployment commencement date) is on or following the effective date of these Automatic Deferral provisions or the following date:
Other effective date. (optional; specify a date)
 a. ☐ _____
 d. ☐ These Automatic Deferral provisions apply to existing Participants in accordance with the following (select one):
 1. ☐ **All Participants.** All existing Participants, regardless of any prior Salary Deferral Agreement.
 2. ☐ **Affirmative Election of at least Automatic Deferral amount.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions that is at least equal to the Automatic Deferral amount.
 3. ☐ **No existing Affirmative Election.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions.
 e. ☐ Other (may not be used if a QACA): _____ (must be definitely determinable in accordance with Regulation §1.401-1(b)(1)(ii))

NOTE: Option B.e. may be used to exclude other Participants from the Automatic Deferral provisions.

NOTE: If an EACA and not a QACA and c. is selected (i.e., EACA does not apply to existing Participants), then the six-month period for relief from the excise tax under Code §4979(f)(1) will not apply. In addition, the six-month period for relief from the excise tax will only apply if all HCEs and NHCEs are covered Employees under the EACA for the entire Plan Year (or for the portion of the Plan Year that such Employees are Eligible Employees under the Plan within the meaning of Code §410(b)).

C. **Automatic Deferral amount.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral amount (select one):

- f. ☐ _____% of Compensation for each payroll period (if a QACA, must not be more than 10% and may not be less than 3% if escalation provisions used in h.1. below or 6% if no escalation provisions are selected)
 g. ☐ \$_____ for each payroll period (may not be selected if a QACA or EACA)

Non-Standardized Defined Contribution

- h. ☐ **QACA statutory minimum schedule** (may select even if Plan is not a QACA). Unless a modified QACA statutory schedule is selected below, the Employer will withhold from a Participant's Compensation each payroll period the percentage of Compensation set forth in the following, which is based on the Plan Year of application to a Participant: 1-2 years-3%; 3 years-4%; 4 years-5%; 5 or more-6%. (if selected, skip D.)

1. ☐ The following modified QACA statutory schedule will apply (the limitations in the parentheses below only applies to QACAs):

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	_____ % (not less than 3)
2	_____ % (not less than 3)
3	_____ % (not less than 4)
4	_____ % (not less than 5)
5	_____ % (not less than 6 and not more than 10)
6	_____ % (not less than 6 and not more than 10)
7	_____ % (not less than 6 and not more than 10)
8	_____ % (not less than 6 and not more than 10)
9	_____ % (not less than 6 and not more than 10)
10 and thereafter	_____ % (not less than 6 and not more than 10)

- i. ☐ **Other:** _____ (in order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in h. above throughout the Plan Year, and (iii) must not exceed 10% of Compensation)

D. Escalation of Automatic Deferral amount (may not be selected with 26.h.)

- j. ☐ No escalation or Plan is a QACA (any escalation for a QACA must be set forth above)
- k. ☐ **Scheduled increases.** The initial Automatic Deferral amount will increase as selected below (may not be selected with h. above):
1. ☐ by _____ % point(s) of Compensation (choose a. below if applicable)
 - a. ☐ up to a maximum of _____ % of Compensation
 2. ☐ by \$_____ (may not be selected if an EACA; choose a. below if applicable)
 - a. ☐ up to a maximum of \$_____
 3. ☐ other: _____ (in order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in h. above throughout the Plan Year, and (iii) must not exceed 10% of Compensation)

Change Date

4. ☐ N/A (entry at k.3. includes timing provision)
5. ☐ The escalation provision above will apply as of:
- a. ☐ each anniversary of the Participant's date of hire
 - b. ☐ each anniversary of the Participant's Entry Date
 - c. ☐ the first day of each Plan Year
 - d. ☐ the first day of each calendar year
 - e. ☐ other: _____ (must be a specified date that occurs at least annually after the Plan Year in which the Participant is first subject to the Automatic Contribution Arrangement)

First change date of application. Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

- f. ☐ The escalation provision will apply as of the second change date period after the Participant first has contributions made pursuant to a default election.

E. Other Automatic Deferral elections (leave blank if none apply)

1. ☐ **Optional elections** (select one or more)

Type of Elective Deferral. The Automatic Deferral is a Pre-Tax Elective Deferral unless selected below (may only be selected if Roth Elective Deferrals are selected at 12.b.1.):

1. ☐ the Automatic Deferral is a Roth Elective Deferral
2. ☐ other: _____ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

Special effective dates (optional; may choose one or both)

3. ☐ The Automatic Deferral provisions set forth above are effective as of _____

4. ☐ Other: _____ (If there are multiple retroactive special effective dates, complete this Question 26 based on the current Plan provisions and, if desired, duplicate this Question 26 and attach as an Appendix to indicate other special effective dates and the provisions that applied.)

F. EACA elections (skip if NOT a QACA or EACA)

Permissible withdrawals. Does the Plan permit Participant permissible withdrawals (as described in Plan Section 12.2(b)(4)) within 90 days (or less) of first Automatic Deferral?

- m. ☐ No
 n. ☐ Yes, within 90 days of first Automatic Deferral
 o. ☐ Yes, within: _____ days (may not be less than 30 nor more than 90 days)

Affirmative Election. Will Participants who are eligible to defer (even if they have made an Affirmative Election) continue to be covered by the EACA provisions (i.e., their Affirmative Election will remain intact but they must receive an annual notice)? (skip if a QACA)

- p. ☐ Yes (if selected, then the annual notice must be provided to Participants)
 q. ☐ No (if selected, then the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1))

27. AUTOMATIC ESCALATION OF PARTICIPANTS WITH AFFIRMATIVE ELECTIONS

The following Automatic Escalation provisions apply to Participants who have made an Affirmative Election (see Question 26 for Automatic Deferral provisions that apply to Participants who have made no Affirmative Election). (skip if Elective Deferrals are NOT selected at Question 12.b.)

A. Automatic Escalation of Affirmative Elections. Will the Plan automatically escalate Participants with an Affirmative Election?

- a. ☒ No (skip to Question 28)
 b. ☐ Yes. If Automatic Escalation applies to a Participant, this constitutes a provision that the Participant's affirmative election will expire annually.

Under a 401(k) plan, the plan may provide that an affirmative election expires annually. If a participant fails to complete a new affirmative election subsequent to their prior election expiring, the participant becomes subject to the default deferral percentage as outlined in this Election 27 and in Plan Section 12.2(l)(1). Each year, the participant can always complete a new affirmative election and designate a new deferral percentage.

B. Participants affected. The Automatic Escalation provisions apply to the following Participants with Affirmative Elections (select one of c., d., or e.):

- c. ☐ **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect as of the effective date of these automatic deferral provisions to defer at least _____% of Compensation.
 d. ☐ **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of these provisions to defer at least _____% of Compensation.
 e. ☐ **Describe affected Participants:** _____ (the group of Participants must be definitely determinable and if an EACA (including a QACA) as elected in Question 26, must be uniform)

C. Automatic Increases. Affirmative Elections of Participants covered by this Question 27 will be increased as follows (select one):

- f. ☐ **Same as Automatic Enrollment escalation.** The same escalation provisions selected in Question 26 apply to Participants covered by this Question 27 (if selected, skip the remaining Questions).
 g. ☐ **Scheduled increases.** The Affirmative Election amount will increase as selected below
 1. ☐ by _____% point(s) of Compensation (choose a. below if applicable)
 a. ☐ up to a maximum of _____% of Compensation
 2. ☐ by \$_____ (may not be selected if an EACA; choose a. below if applicable)
 a. ☐ up to a maximum of \$_____
 3. ☐ other: _____ (must be uniform if an EACA)

Change Date

4. ☐ N/A (entry at g.3. includes timing provision)
 5. ☐ The escalation provision above will apply as of:
 a. ☐ each anniversary of the Participant's date of hire
 b. ☐ each anniversary of the Participant's Entry Date
 c. ☐ the first day of each Plan Year
 d. ☐ the first day of each calendar year
 e. ☐ other: _____

Non-Standardized Defined Contribution

First change date. Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has an Affirmative Election subject to these provisions.

- f. ☐ The escalation provision will apply as of the second change date after the Participant first has an Affirmative Election subject to these provisions.

D. Other Automatic Escalation provisions (leave blank if none apply)

h. ☐ **Optional elections** (select one or more)

Type of Elective Deferral. The Automatic Escalation will be the same, or proportionate, type of Elective Deferral (i.e., Pre-Tax Elective Deferral or Roth Elective Deferral) as elected by the Participant in the Affirmative Election unless selected below (may only be selected if Roth Elective Deferrals are selected at 12.b.1.):

1. ☐ the Automatic Escalation is a Roth Elective Deferral
2. ☐ other: _____ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

Special effective dates (optional; may choose one or both)

3. ☐ The Automatic Escalation provisions set forth above are effective on and after _____
4. ☐ Other: _____ (If there are multiple retroactive special effective dates, complete this Question 27 based on the current Plan provisions and, if desired, duplicate this Question 27 and attach as an Appendix to indicate other special effective dates and the provisions that applied.)

28. **401(k) ADP TEST SAFE HARBOR PROVISIONS** (Plan Sections 12.8 and 12.9) (skip if "ADP test safe harbor contributions" are NOT selected at Question 12.c.)

NOTE: If the Employer wants the discretion to determine whether the provisions will apply on a year-by-year basis, then the Employer may select 28.a. or b. and 28.d.3.

NOTE: If the Employer will make the safe harbor contribution to another plan, complete this Question 28 and mark 28.e. to specify the name of the plan to which the safe harbor contribution will be deposited.

A. **ADP and ACP test safe harbor.** For any Plan Year in which any type of matching contribution is made, will the "ADP and ACP test safe harbor" provisions be used?

- a. ☐ No. Only the "ADP (and NOT the ACP) test safe harbor" provisions will be used.
b. ☐ Yes. Both the "ADP and ACP test safe harbor" provisions will be used for any Plan Year in which any type of matching contribution is made. (If selected, complete the provisions of the Adoption Agreement relating to Employer matching contributions (i.e., Question 29) that will apply, if any, in addition to any selections made in c. below. Also, no allocation conditions may be imposed at 29.E. unless no HCEs are eligible to receive the matching contribution)

B. **Safe harbor contribution.** The Employer will make the following "ADP test safe harbor contribution" for the Plan Year:

NOTE: The "ACP test safe harbor" is automatically satisfied if the only matching contribution made to the Plan is either, as described below, (1) a basic matching contribution (traditional or QACA) or (2) an enhanced matching contribution (traditional or QACA) that does not provide a match on Elective Deferrals in excess of 6% of Compensation.

c. ☐ **Safe harbor matching contribution** (select one of 1. - 4. **AND** one of 5. - 9.). The Employer will make matching "ADP test safe harbor contributions" to the Account of each "eligible Participant" as elected below.

1. ☐ **Traditional basic matching contribution** (may not be selected if a QACA). The Employer will contribute an amount equal to the sum of 100% of the amount of the Participant's Elective Deferrals that do not exceed 3% of the Participant's Compensation, plus 50% of the amount of the Participant's Elective Deferrals that exceed 3% of the Participant's Compensation but do not exceed 5% of the Participant's Compensation.
2. ☐ **Traditional enhanced matching contribution** (may not be selected if a QACA). The Employer will contribute an amount equal to the sum of:
a. ☐ _____% (may not be less than 100%) of the Participant's Elective Deferrals that do not exceed _____% (may not be less than 3% or may be less than 3% provided the rate of match will result in a matching contribution of at least 100% on Elective Deferrals up to 3%; if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
b. ☐ _____% of the Participant's Elective Deferrals that exceed _____% (must be the same % entered at a.) of the Participant's Compensation but do not exceed _____% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
c. ☐ _____% of the Participant's Elective Deferrals that exceed _____% (must be the same % entered at b.) of the Participant's Compensation but do not exceed _____% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation.

NOTE: a., b. and c. must be completed so that, at any rate of Elective Deferrals, the matching contribution is at least equal to what the matching contribution would be if the Employer were making basic matching contributions (as defined in 28.c.1. above), but the rate of match cannot increase as Elective Deferrals increase. For example, if a. is completed to provide a matching contribution equal to 100% of Elective Deferrals up to 4% of Compensation, then b. and c. need not be completed.

Non-Standardized Defined Contribution

3. ☐ **QACA basic matching contribution.** The Employer will contribute an amount equal to the sum of 100% of a Participant's Elective Deferrals that do not exceed 1% of Participant's Compensation, plus 50% of the Participant's Elective Deferrals that exceed 1% of the Participant's Compensation but do not exceed 6% of the Participant's Compensation.
4. ☐ **QACA enhanced matching contribution.** The Employer will contribute an amount equal to the sum of:
- a. ☐ _____% (may not be less than 100%) of the Participant's Elective Deferrals that do not exceed _____% (may not be less than 1%; if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
 - b. ☐ _____% of the Participant's Elective Deferrals that exceed _____% (must be the same % entered at a.) of the Participant's Compensation but do not exceed _____% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
 - c. ☐ _____% of the Participant's Elective Deferrals that exceed _____% (must be the same % entered at b.) of the Participant's Compensation but do not exceed _____% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation.

NOTE: a., b. and c. must be completed so that, at any rate of Elective Deferrals, the matching contribution is at least equal to what the matching contribution would be if the Employer were making QACA basic matching contributions (as defined in 28.c.3. above), but the rate of match cannot increase as Elective Deferrals increase. For example, if a. is completed to provide a matching contribution equal to 100% of Elective Deferrals up to 4% of Compensation, then b. and c. need not be completed.

Determination period. The matching "ADP test safe harbor contribution" above will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

- 5. ☐ the Plan Year (potential annual true-up required)
- 6. ☐ each payroll period (no true-up)
- 7. ☐ all payroll periods ending within each month (potential monthly true-up contribution required)
- 8. ☐ all payroll periods ending within each Plan Year quarter (potential quarterly true-up required)
- 9. ☐ each payroll unit (e.g., hour) (no true-up)

d. ☐ **Safe harbor nonelective contributions** (select one)

- 1. ☐ **3% contribution.** The Employer will make a nonelective "ADP test safe harbor contribution" for the Plan Year to the Account of each "eligible Participant" in an amount equal to 3% of each Participant's Compensation.
- 2. ☐ **Stated contribution.** The Employer will make a nonelective "ADP test safe harbor contribution" to the Account of each "eligible Participant" in an amount equal to _____% (may not be less than 3%) of each Participant's Compensation.
- 3. ☐ **"Maybe" election.** The Employer may elect to make a nonelective "ADP test safe harbor contribution" after a Plan Year has commenced in accordance with the provisions of Plan Section 12.8(h). If this option d.3. is selected, the nonelective "ADP test safe harbor contribution" will be required only for a Plan Year for which the Plan is amended to provide for such contribution and the appropriate supplemental notice is provided to Participants.

e. ☐ **Safe harbor contribution to another Plan.** The Employer will make a nonelective or matching "ADP test safe harbor contribution" to another defined contribution plan maintained by the Employer (specify the name of the other plan):

_____.

C. **Excluded Participants.** For purposes of the "ADP test safe harbor contribution," the term "eligible Participant" means any Participant who is eligible to make Elective Deferrals unless otherwise excluded below (leave blank if no exclusions):

f. ☐ Exclusions (select one or more):

- 1. ☐ **Highly Compensated Employees (HCEs).** The Employer may, however, make a discretionary "ADP test safe harbor contribution" and/or "ACP test safe harbor contribution" for any or all HCEs in a percentage that does not exceed the amount (or in the case of a matching "ADP test safe harbor contribution," the rate) provided to the NHCEs.
- 2. ☐ **Employees who have not satisfied the greatest minimum age and service conditions permitted under Code §410(a) (i.e., age 21 and 1 Year of Service), with the following deemed effective date of participation (if selected, the top-heavy exemption in Plan Section 12.8(f) will not apply):**
 - a. ☐ the earlier of the first day of the first month or the first day of the seventh month of the Plan Year immediately following the date such conditions are satisfied
 - b. ☐ the first day of the Plan Year in which the requirements are met
 - c. ☐ other: _____ (not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied)
- 3. ☐ **Union Employees** (as defined in Plan Section 1.28)

Non-Standardized Defined Contribution

4. ☐ Other: _____ (must be an HCE or an Employee who can be excluded under the permissive or mandatory disaggregation rules of Regulations §§1.401(k)-1(b)(4) and 1.401(m)-1(b)(4); e.g., Employees who have not completed 6 months of service)

D. **Special effective dates** (may be left blank if no special effective dates need to be specified in this Plan) (select all that apply)

- g. ☐ **Safe harbor provisions (other than QACA).** The "ADP and ACP test safe harbor" provisions are effective as of: _____ (enter the date the provisions are effective and, if necessary, enter any other special effective dates that apply with respect to the provisions; generally must be the first day of a Plan Year or the date Elective Deferrals are first permitted).
- h. ☐ **QACA provisions.** The QACA provisions are effective as of: _____ (enter the date the provisions are effective and, if necessary, enter any other special effective dates that apply with respect to the provisions; generally must be the first day of a Plan Year or the date Elective Deferrals are first permitted)
- i. ☐ **Other:** _____ (If there are multiple retroactive special effective dates, complete this Question 28 based on the current Plan provisions and then duplicate this Question 28 and attach as an Appendix to indicate the special retroactive effective dates and provisions that applied.)

E. **Elective Deferrals considered for matching contribution.** If a matching contribution is selected above, then the Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

- j. ☐ The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

29. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 12.1(a)(2) and Plan Section 12.12) (skip if matching contributions are NOT selected at Question 12.d.)

If the "ACP test safe harbor" provisions are being used (i.e., Question 28.b. is selected), then the Plan will only take into account Elective Deferrals up to 6% of Compensation in applying the matching contribution set forth below and the maximum discretionary matching contribution that may be made on behalf of any Participant is 4% of Compensation.

A. **Matching formula.**

- a. ☐ Employer matching contribution as follows (select 1. or 2.):

1. ☐ **Flexible Discretionary Match.** A "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 12.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 29.A.a.1.a. below.

The discretionary matching contribution under this Question 29.A.a. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose a. if applicable.)

- a. ☐ **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 12.12.

Section 12.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary

Non-Standardized Defined Contribution

Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" is made to the Plan for the Plan Year.

2. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's Elective Deferrals, plus (select a. or leave blank if not applicable):
- a. ☐ an additional matching contribution of a discretionary percentage determined by the Employer,
1. ☐ but not to exceed _____% of Compensation (leave blank if not applicable). Such contribution is subject to the Instructions and Notice requirement of Section 12.12.

Matching limit on Elective Deferrals. In determining the Employer matching contribution above, only the following will be matched. Elective Deferrals up to (select 3. OR 4.; leave blank if not applicable):

3. ☐ the percentage or dollar amount specified below (select one or both)
- a. ☐ _____% of a Participant's Compensation.
- b. ☐ \$_____.
4. ☐ a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants. Such contribution is subject to the Instructions and Notice requirement of Section 12.12.
- b. ☐ **Discretionary - tiered.** The Employer may make matching contributions equal to a discretionary percentage of a Participant's Elective Deferrals, to be determined by the Employer, of each tier, to be determined by the Employer. The tiers may be based on the rate of a Participant's Elective Deferrals or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 12.12.
- c. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Elective Deferrals, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's Elective Deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
2. ☐ eligibility purposes

In determining the Employer matching contribution above, only Elective Deferrals up to the percentage or dollar amount specified below will be matched (select all that apply; leave blank if not applicable):

3. ☐ _____% of a Participant's Compensation.
4. ☐ \$_____.

- e. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.) Such contribution is subject to the Instructions and Notice requirement of Section 12.12.

NOTE: If a.1., b., c., d., or e. above is selected, the Plan may violate the Code §401(a)(4) nondiscrimination requirements if the rate of matching contributions increases as a Participant's Elective Deferrals or Years (or Periods) of Service increase.

Maximum matching contribution. (leave blank if not applicable)

- f. ☐ The matching contribution made on behalf of any Participant for any Plan Year will not exceed (select 1. or 2.):
1. ☐ \$_____.
2. ☐ _____% of Compensation.

Non-Standardized Defined Contribution

- B. **Date of Elective Deferrals considered for matching contribution.** The Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.
- g. ☐ The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.
- C. **Computation period.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. *Skip if the only Matching Contribution is a Flexible Discretionary Match.*):
- h. ☐ the Plan Year (potential annual true-up required)
- i. ☐ each payroll period (no true-up)
- j. ☐ all payroll periods ending within each month (potential monthly true-up required)
- k. ☐ all payroll periods ending within each Plan Year quarter (potential quarterly true-up required)
- l. ☐ each payroll unit (e.g., hour) (no true-up)
- m. ☐ Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 12.12.
- D. **QMACs** (Plan Section 1.69). The matching contributions will NOT be Qualified Matching Contributions (QMACs) unless otherwise selected below (leave blank if not applicable).
- n. ☐ The matching contributions will be QMACs (fully Vested and subject to restrictions on withdrawals as set forth in the Plan). Such contributions may be used in either the ADP or ACP test.
- E. **Allocation conditions** (Plan Section 12.3). Select o. OR p. and all that apply of q. – w. (**Note:** If the "ACP test safe harbor" provisions are being used (Question 28.b.), option o. below (no conditions) must be selected, unless no HCEs are eligible to receive the matching contribution.)
- o. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip p. – w.).
- p. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
1. ☐ Required Service During the Plan Year:
A Participant must complete at least _____ (not to exceed 1,000; if more than 501 is entered then the Plan could violate coverage requirements under Code §410(b)) Hours of Service if the actual hours/equivalency method is selected.
A Participant must complete at least _____ (not to exceed 6; if more than 3 is entered then the Plan could violate coverage requirements under Code §410(b)) months of service if the elapsed time method is selected.
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))
3. ☐ Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/ or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).
- Conditions for Participants employed on the last day of the Plan Year** (options 7., 8. and 9. could cause the Plan to violate coverage requirements under Code §410(b))
6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/ or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

Non-Standardized Defined Contribution

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If p.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- q. ☐ Death
- r. ☐ Total and Permanent Disability
- s. ☐ Termination of employment on or after Normal Retirement Age
 - 1. ☐ or Early Retirement Date

Code §410(b) fail-safe. If p.1., 2., 3., 5. and/or p.7., 8. or 9. is selected, the Code §410(b) ratio percentage fail-safe provisions (Plan Section 12.3(f)) will NOT apply unless selected below (leave blank if not applicable or fail-safe will not be used and the employer will utilize the corrective amendment procedure of 1.401(a)(4)-11(g) when necessary):

- t. ☐ The Plan will use the Code §410(b) fail-safe provisions and must satisfy the "ratio percentage test" of Code §410(b).

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at p.8. above). (may not be selected with p.2. or p.7.)

- u. ☐ The Plan Year quarter.
- v. ☐ Payroll period.
- w. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve-month period)

F. **Additional matching contributions.** No additional matching contribution may be made unless otherwise selected below (leave blank if not applicable).

- x. ☐ Additional matching contributions may be made (e.g., a matching contribution made on a periodic basis as well as a matching contribution based on the end of the Plan Year). Specify the additional matching contribution by attaching an addendum to the Adoption Agreement that duplicates this entire Question 29. If selected, the additional matching contribution applies to all Participants eligible to share in matching contributions except as otherwise specified in the addendum or below. Such contribution is subject to the Instructions and Notice requirement of Section 12.12 if the Employer chooses to retain discretion over any aspect of the allocation of such contribution.

- 1. ☐ The additional matching contribution only applies to the following Participants: _____ (must be definitely determinable). (If the additional matching contribution is in lieu of the matching contribution set forth in 29A - E above then use Eligible Employee question to exclude these Participants from such matching contribution.)

30. **EMPLOYER NONELECTIVE CONTRIBUTIONS** (Plan Section 12.1(a)(3)) (includes Profit Sharing contributions, Money Purchase Pension Plan contributions and/or Prevailing Wage contributions) (skip Questions 30 and 31 if Employer Nonelective Contributions are NOT selected at Question 12.e.)

A. **Formula** (select one or more)

- a. ☐ **Discretionary.** Discretionary contribution, to be determined by the Employer. (may not be elected if this Plan is a Money Purchase Pension Plan)
 - 1. ☐ **Discretionary based on business units or location.** The Employer may determine a separate discretionary contribution for Participants working in different business units or locations.
- b. ☒ **Fixed.** (select one or more)
 - 1. ☒ **Fixed percentage.** Fixed contribution equal to 5% of Compensation of Participants eligible to share in allocations.
 - 2. ☐ **Fixed dollar amount.** \$ _____ per Participant.
 - 3. ☐ **Fixed dollar amount/hour.** \$ _____ per Hour of Service worked while an Eligible Employee.
 - 4. ☐ **Collectively Bargained Employees.** Contributions will be made pursuant to the terms of a collective bargaining agreement related to the Employees of the Employer and enumerated in this Adoption Agreement.
 - 5. ☐ **Fixed Integrated contribution.** Subject to the "overall permitted disparity limits," the Employer will contribute an amount equal to (complete a. and b.)
 - a. _____% (base percentage) of each Participant's TOTAL Compensation, plus
 - b. _____% (excess contribution percentage (see Note below)) of such Compensation in excess of the following:

Integration level: (select one)

- c. ☐ the Taxable Wage Base.
- d. ☐ _____% (not to exceed 100%) of the Taxable Wage Base. (see Note below)
- e. ☐ 80% of the Taxable Wage Base plus \$1.00.
- f. ☐ \$ _____ (not greater than the Taxable Wage Base). (see Note below)

Non-Standardized Defined Contribution

NOTE: The excess contribution percentage specified in b. above may not exceed the lesser of the following limits and shall be adjusted each year as appropriate: (1) the base percentage specified in a. above; (2) 5.7%; (3) 4.3% if d. or f. above is more than 20% and less than or equal to 80% of Taxable Wage Base; (4) 5.4% if e. is selected or if d. or f. above is more than 80% of Taxable Wage Base. However, in the case of any Participant who has exceeded the "cumulative permitted disparity limit," the Employer will contribute an amount equal to the base plus excess contribution percentages, multiplied by the Participant's total Compensation.

6. ☐ **Non-safe harbor contribution and allocation** (annual nondiscrimination testing under Code §401(a)(4) will be required). The Employer will contribute an amount equal to _____% (base percentage) of each Participant's total Compensation, plus (complete a. and b.):
- a. ☐ _____% of such Compensation
- b. ☐ in excess of \$_____.
7. ☐ **Other:** _____ (must be definitely determinable, nondiscriminatory, and not subject to Employer discretion)
- c. ☐ **Prevailing wage contribution.** The Employer will make a "prevailing wage contribution" on behalf of each Participant who performs services subject to the Service Contract Act, Davis-Bacon Act or similar federal, state, or municipal prevailing wage statutes. The "prevailing wage contribution" will be an amount equal to the remaining balance of the prevailing wage defined bona-fide fringe benefit amount, based on the Participant's employment classification as designated on the appropriate prevailing wage determination, after the application of other prevailing wage defined bona-fide fringe payments. Specify the "prevailing wage contribution" by attaching an appendix to the Adoption Agreement that indicates the contribution rate(s) applicable to the prevailing wage employment/job classification(s). The "prevailing wage contribution" will not be subject to any age or service requirements set forth in Question 14, entry date provisions at Question 15, nor to any service or employment conditions set forth in Question 31 and will be 100% Vested.
- Additional "prevailing wage contribution" provisions** (select all that apply; leave blank if none apply)
1. ☐ **Offset.** The "prevailing wage contribution" made on behalf of a Participant for a Plan Year will reduce (offset) other Employer contributions allocated or contributed on behalf of such Participant for the Plan.
2. ☐ **Exclude Highly Compensated Employees.** Highly Compensated Employees will be excluded from receiving a "prevailing wage contribution."
3. ☐ **QNEC.** The "prevailing wage contribution" is considered a Qualified Nonelective Contribution (QNEC).
4. ☐ **Discretionary.** The prevailing wage contribution is discretionary and the Employer may contribute on behalf of each Participant up to the amount set forth in the Appendix (may not be elected if this Plan is a Money Purchase Pension Plan).
- d. ☐ **Other:** _____ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

B. **Contribution allocations.** The Employer Nonelective Contribution for a Plan Year will be allocated as follows: (skip if the only selection above is c.) (select one or more):

- e. ☐ **INCORPORATION OF CONTRIBUTION FORMULA.** In accordance with the contribution formula specified above (may not be selected if a., d., or b.7 are the only selections above; if both a fixed and discretionary contribution are selected above, then this option e. applies to the fixed contribution).
- f. ☐ **NON-INTEGRATED ALLOCATION**
1. ☐ in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants
2. ☐ in the same dollar amount to all Participants (per capita)
3. ☐ in the same dollar amount per Hour of Service completed by each Participant
4. ☐ in the same proportion that each Participant's points bears to the total of such points of all Participants. A Participant's points with respect to any Plan Year will be computed as follows (select all that apply):
- a. ☐ _____ point(s) will be allocated for each Year of Service (or Period of Service).
However, the maximum Years (or Periods if elapsed time method is selected) of Service taken into account will not exceed:
1. ☐ _____ (leave blank if no limit on service applies).
Year of Service (or Period of Service if applicable), means:
2. ☐ service for eligibility purposes
3. ☐ service for vesting purposes
- b. ☐ _____ point(s) will be allocated for each full \$_____ (may not exceed \$200) of Compensation
- c. ☐ _____ point(s) will be allocated for each year of age as of the last day of the Plan Year
- g. ☐ **INTEGRATED (PERMITTED DISPARITY) ALLOCATION**
In accordance with Plan Section 4.3(b)(2) based on a Participant's Compensation in excess of:
1. ☐ the Taxable Wage Base
2. ☐ _____% (not to exceed 100%) of the Taxable Wage Base (see Note below)

3. ☐ 80% of the Taxable Wage Base plus \$1.00
 4. ☐ \$_____ (not greater than the Taxable Wage Base) (see Note below)

NOTE: The integration percentage of 5.7% will be reduced to: (1) 4.3% if 2. or 4. above is more than 20% and less than or equal to 80% of the Taxable Wage Base; or (2) 5.4% if 3. is selected or if 2. or 4. above is more than 80% of the Taxable Wage Base.

- h. ☐ **NON-SAFE HARBOR ALLOCATION METHODS** (may not be elected if this Plan is a Money Purchase Pension Plan). The language of any formula created in this Section 30.B.h. must require the Employer to notify the Trustee in writing of the amount of the Employer contribution being given to each group.

1. ☐ **Grouping method.** Pursuant to Plan Section 4.3(b)(3)(vi), the classifications are (select a. or b.):

- a. ☐ Each Participant constitutes a separate classification.
 b. ☐ Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii). The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of Compensation and/or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code §410(b).

Classification A will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification B will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification C will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification D will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Additional classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: In the case of Self-Employed Individuals (i.e., sole proprietors or partners), the requirements of Regulation §1.401(k)-1(a)(6) continue to apply and the allocation method should not be such that a cash or deferred election is created for a Self-Employed Individual as a result of application of the allocation method.

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

1. ☐ Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
2. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
3. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
4. ☐ One classification only. The Employer in a nondiscriminatory manner will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

2. ☐ **Age-weighted method.** The Schedule of Age-Weighted Allocation Factors is set forth in attached Exhibit A (which is hereby incorporated by reference and made a part of the Plan) and will be based on the following interest rate (select one; if no selection is made, c. will be deemed to have been selected):

- a. ☐ 7.5% interest
 b. ☐ 8.0% interest
 c. ☐ 8.5% interest

- i. ☐ **OTHER** _____ **NOTE:** Under Question 30.B.i., the Employer will describe the allocation of Nonelective Contributions from the elections available under Question 30.B. and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Collective Bargaining Employees; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3(b)(3) with each Participant constituting a separate classification.) The following four parameters must be met to utilize this section: 1. The formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b)(1)(ii). 2. The groups cannot be designed in such a manner to where the only NHCEs participating are those NHCEs with the lowest amounts of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC §410(b). 3. The language of the formula must require the employer to notify the trustee in writing of the amount of the employer contribution being given to each group. 4. In the case of self-employed individuals (i.e., sole proprietorships or partnerships), the requirements of Regs. §1.401(k)-1(a)(6) continue to apply and the allocation method should not be such that a cash or deferred election is created for a self-employed individual as a result of the application of the allocation method unless such election has been created for all eligible employees & the full 401(k) requirements have been provided. If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

NOTE: Multiple Employer Plan provisions for adopters other than the lead employer must be noted in the Participating Employer's Agreement. Only the lead Employer's provisions may be noted in this Question 30.B.i.

31. **ALLOCATION CONDITIONS** (Plan Section 12.3). Requirements to share in allocations of Employer Nonelective Contributions and QNECs (as permitted by Plan Section 12.1(a)(4)) (select a. OR b. and all that apply of c. – f.)

- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 32).

- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

1. ☐ Required Service During the Plan Year:
A Participant must complete at least _____ (not to exceed 1,000; if more than 501 is entered then the Plan could violate coverage requirements under Code §410(b)) Hours of Service if the actual hours/equivalency method is selected.
A Participant must complete at least _____ (not to exceed 6; if more than 3 is entered then the Plan could violate coverage requirements under Code §410(b)) months of service if the elapsed time method is selected.
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))
3. ☐ Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). Allocation formulas that are not uniform may not be considered a design-based safe harbor under Code §401(a)(4). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

Conditions for Participants employed on the last day of the Plan Year (options 7., 8. and 9. could cause the Plan to violate coverage requirements under Code §410(b))

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). Allocation formulas that are not uniform may not be considered a design-based safe harbor under Code §401(a)(4). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
 1. ☐ or Early Retirement Date

Non-Standardized Defined Contribution

Code §410(b) fail-safe. If b.1., 2., 3., 5. and/or b.7., 8. or 9. is selected, the Code §410(b) ratio percentage fail-safe provisions will NOT apply (Plan Section 4.3(m)) unless selected below (leave blank if not applicable or fail-safe will not be used and the employer will utilize the corrective amendment procedure of 1.401(a)(4)-11(g) when necessary):

f. ☐ The Plan will use the Code §410(b) fail-safe provisions and must satisfy the ratio percentage test of Code §410(b).

32. FORFEITURES (Plan Sections 1.37 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.37, a Forfeiture will occur:

- a. ☐ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. ☒ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans and 401(k) Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- d. ☐ added to the Employer contribution and allocated in the same manner
- e. ☐ used to reduce any Employer contribution
- f. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable, that satisfies the nondiscrimination requirements of Regulation §1.401(a)(4)-4 and that is not subject to Employer discretion)

33. TOP-HEAVY MINIMUM ALLOCATION

The minimum allocation requirements for any Top-Heavy Plan Year will be applied only to Non-Key Employee Participants unless selected below:

- a. ☐ The Top-Heavy minimum will be provided to both Key and Non-Key Employee Participants.

DISTRIBUTIONS

34. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one from a. - e. unless g. is selected below)

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$ _____ (leave blank if no minimum)
- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 - 1. ☐ Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 - 2. ☐ Other: _____ (e.g., partial withdrawals are not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Annuities. Annuities are permitted if selected below (select f. or g. if this is a Profit Sharing Plan or a 401(k) Plan; if this is a Money Purchase Pension Plan then g. below must be selected; if this Plan includes transferred pension assets, then f.1. or g. below must be selected).

- f. ☐ **Annuities are not allowed or are not the normal form of distribution** (except as indicated below). Plan Section 6.13(b) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will not apply to the Plan.

Special rules. An annuity form of distribution is available to certain Participants and/or with respect to only a portion of the Plan assets according to the following: (select all that apply)

- 1. ☐ **Pension assets.** Annuities are the normal form of distribution for assets that are transferred pension assets (Plan Section 6.13(a)).
- 2. ☐ **Annuity selected by Participant.** Plan Section 6.13(c) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will apply only if an annuity form of distribution is selected by a Participant.

However, the Participant may only select an annuity distribution according to the following (choose a. and/or b. if applicable):

- a. ☐ _____

Non-Standardized Defined Contribution

- b. ☐ A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's account has been invested.
- g. ☒ **Annuities are the normal form of distribution.** The qualified Joint and Survivor Annuity and Qualified Pre-Retirement Survivor Annuity provisions apply (Plan Section 6.13 will not apply and the joint and survivor rules of Code §§401(a)(11) and 417 will automatically apply).
- The following limitations or provisions apply (choose 1. and/or 2. if applicable):
1. ☐ _____ (must comply with the joint and survivor rules of Code §§401(a)(11) and 417)
2. ☐ A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

Pre-Retirement Survivor Annuity

If the Plan permits an annuity form of payment under option f.1. or g. above, the Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below (leave blank if default applies)

- h. ☐ 100% of a Participant's interest in the Plan.
- i. ☒ 66 2/3 % (may not be less than 50%) of a Participant's interest in the Plan.

Cash or property. Distributions may be made in:

- j. ☒ cash only, except for (select all that apply; leave blank if none apply):
1. ☐ insurance Contracts
2. ☐ annuity Contracts
3. ☒ Participant loans
4. ☐ all investments in an open brokerage window or similar arrangement
- k. ☐ cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
1. ☐ _____ (e.g., Employer Securities or real property may not be a source of available funds. Must be definitely determinable, properly valued at fair market value and not subject to Employer discretion.)

35. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of \$5,000

- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the Participant has incurred _____ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- f. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- g. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- h. ☐ Other: _____ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of \$5,000 or less

- i. ☒ Same as above
- j. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- k. ☐ Distributions may be made as soon as administratively feasible after the Participant has incurred _____ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- l. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- m. ☐ Other: _____ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 35.g. and 35.i.):
- n. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?
- NOTE:** The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums.
- o. ☐ No, Participant consent is required for all distributions.
- p. ☒ Yes, Participant consent is required only if the distribution is over:
1. ☐ \$5,000
 2. ☒ \$1,000
 3. ☐ \$_____ (less than \$1,000)
- NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
- Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.
4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).
- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.
- q. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)
- NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
- F. **Mandatory distribution at Normal Retirement Age.** Regardless of the above elections other than any mandatory distributions provided for in p. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 6.8).
- r. ☐ A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

36. **DISTRIBUTIONS UPON DEATH** (Plan Section 6.8(b)(2))
- Distributions upon the death of a Participant prior to the "required beginning date" will:
- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
 - b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
 - c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries
 - d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"
- NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).
37. **HARDSHIP DISTRIBUTIONS** (Plan Sections 6.12 and/or 12.10) (may not be selected if this is a Money Purchase Pension Plan)
- a. ☐ Hardship distributions are NOT permitted (skip to Question 38).
 - b. ☒ Hardship distributions are permitted from the following Participant Accounts:
 1. ☒ all Accounts
 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 - b. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 - c. ☐ Account(s) attributable to Employer matching contributions (may only be selected with 401(k) Plans)
 - d. ☐ Account attributable to Employer Nonelective Contributions
 - e. ☐ Rollover Account (if not available at any time under Question 43)
 - f. ☐ Transfer Account (other than amounts attributable to a money purchase pension plan)
 - g. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

Non-Standardized Defined Contribution

NOTE: Distributions from a Participant's Elective Deferral Account are limited to the portion of such Account attributable to such Participant's Elective Deferrals (and earnings attributable thereto up to December 31, 1988). Hardship distributions are NOT permitted from a Participant's Qualified Nonelective Contribution Account, Qualified Matching Contribution Account, Accounts attributable to "ADP test safe harbor contributions" or Transfer Account attributable to pension assets (e.g., from a money purchase pension plan).

Additional limitations. The following limitations apply to hardship distributions:

3. ☒ N/A (no additional limitations)
4. ☐ Additional limitations (select one or more):
 - a. ☐ The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. ☐ Hardship distributions from the Roth Elective Deferral Account may only be made if the distribution is a "qualified distribution." (may only be selected with 401(k) Plans)
 - f. ☐ Hardship distributions may be made subject to the following provisions:
_____ (must be definitely determinable and not subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5. ☐ Hardship distributions for expenses of Beneficiaries are allowed
Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
 - a. ☐ effective as of _____
 - b. ☐ eliminated effective as of _____.

Safe harbor hardship rules. Will the safe harbor hardship rules of Plan Section 12.10 apply to hardship distributions from all Accounts?

6. ☒ Yes. The provisions of Plan Section 12.10 apply to all hardship distributions.
7. ☐ No. The provisions of Plan Section 6.12 apply to hardship distributions from all Accounts other than a Participant's Elective Deferral Account. (may only be selected with 401(k) Plans)
8. ☐ No. The provisions of Plan Section 6.12 apply to all hardship distributions.

38. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

- a. ☐ In-service distributions are NOT permitted (except as otherwise selected for Hardship Distributions).
- b. ☒ In-service distributions may be made to a Participant who has not separated from service provided any of the following conditions have been satisfied (select one or more) (options 2. - 5. may only be selected with 401(k) or Profit Sharing Plans):
 1. ☒ Age
 - a. ☒ the Participant has attained age 59 1/2 (See Note below)
 - b. ☐ the Participant has reached Normal Retirement Age
 2. ☐ the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 3. ☐ the amounts being distributed have accumulated in the Plan for at least 2 years
 4. ☐ other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; must be nondiscriminatory; and must be limited to a combination of items b.1. – b.3. or a Participant's disability)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. ☐ A Participant must satisfy each condition

NOTE: Regardless of any elections above: (1) for 401(k) plans, in-service distributions from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and Accounts attributable to "ADP test safe harbor contributions" are subject to restrictions and generally may not be distributed prior to age 59 1/2 ; and (2) for Money Purchase Pension Plans and a Transfer Account attributable to a Money Purchase Pension Plan, in-service distributions are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

6. ☒ all Accounts
7. ☐ only from the following Accounts (select one or more):
 - a. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 - b. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 - c. ☐ Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
 - d. ☐ Account attributable to Employer Nonelective Contributions

Non-Standardized Defined Contribution

- e. ☐ Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
- f. ☐ Rollover Account (if not available at any time under Question 43)
- g. ☐ Transfer Account attributable to (select one or both; may only be selected with 401(k) or Profit Sharing Plans):
 - 1. ☐ non-pension assets
 - 2. ☐ pension assets (e.g., from a money purchase pension plan)
- h. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- 8. ☒ N/A (no additional limitations)
- 9. ☐ Additional limitations (select one or more):
 - a. ☐ The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ Distributions from the Roth Elective Deferral Account (38.b.6. or 38.b.7.b. selected), may only be made if the distribution is a "qualified distribution." (may only be selected with 401(k) Plans)
 - e. ☐ In-service distributions may be made subject to the following provisions:
 _____ (must be definitely determinable and not subject to discretion)

39. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS (Plan Section 12.11) (skip if Roth Elective Deferrals NOT selected at Question 12.b.1.)

- a. ☒ In-Plan Roth rollover contributions are NOT permitted (skip to Question 40).
- b. ☐ In-Plan Roth rollover contributions are permitted according to the following provisions.
 - 1. ☐ **IRR** (in-Plan Roth rollover contribution). This provision is effective with regard to IRRs the later of September 28, 2010, or the Plan or Restatement Effective Date unless other date entered below.
 - a. ☐ _____ (enter later effective date if applicable)
 - 2. ☐ **IRT** (in-Plan Roth rollover transfer). This provision is effective with regard to IRTs the later of January 1, 2013, or the Plan or Restatement Effective Date unless other date entered below.
 - a. ☐ _____ (enter later effective date if applicable)

Limitations. The following restrictions apply to In-Plan Roth Rollovers (choose one or more of c. - h. below if applicable; also select one or both of columns 1. - 2. for each limitation selected at c. -g.)

	1. IRR	2. IRT
c. <input type="checkbox"/> In-Plan Roth Rollovers limited to In-Service only. Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Vested In-Plan Roth Rollovers. In-Plan Roth Rollovers may only be made from accounts which are fully Vested.	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> No transfer of loans. Loans may not be distributed as part of an In-Plan Roth Rollover Contribution.	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Minimum amount. The minimum amount that may be rolled over is _____ (may not exceed \$1,000).	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Number of Transfers. No more than _____ transfer(s) may be made during a Plan Year.	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> Describe transfer provisions. Transfers may be made subject to the following provisions: _____ (must be definitely determinable and not subject to Employer or Administrator discretion; specify different provisions for IRR and IRT if desired).		

Source of In-Plan Roth Rollover Contributions (Select one of i. or j.):

- | | 1. | 2. |
|--|--------------------------|--------------------------|
| i. <input type="checkbox"/> All Sources. (select one or both of columns 1. - 2.) | <input type="checkbox"/> | <input type="checkbox"/> |
| j. <input type="checkbox"/> Limited Sources. The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (select one or more of a. - h. below; also select one or both of columns 1. - 2. for each account selected at a. - g.): | | |

	1. IRR	2. IRT
a. <input type="checkbox"/> Pre-Tax Elective Deferral Account	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Account(s) attributable to Employer matching contributions (includes any matching "ADP test safe harbor contributions")	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Account attributable to Employer Nonelective Contributions	<input type="checkbox"/>	<input type="checkbox"/>

Non-Standardized Defined Contribution

- d. ☐ Qualified Nonelective Contribution Account (includes any nonelective "ADP test safe harbor contributions") ☐ ☐
- e. ☐ Rollover Account ☐ ☐
- f. ☐ Transfer Account ☐ ☐
- g. ☐ After-tax Account ☐ ☐
- h. ☐ Other: _____
(specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; specify different sources for IRR and IRT if desired)

Limited in-service distribution provisions for IRRs (may only be selected if IRRs are selected at b.1. above) (leave blank if not applicable)

- k. ☐ The Plan permits IRRs and the Employer elects to permit in-service distributions as follows solely for purposes of making IRRs (select one or more):
1. ☐ the Participant has attained age _____
 2. ☐ the Participant has _____ months of participation (specify minimum of 60 months)
 3. ☐ the amounts being distributed have accumulated in the Plan for at least _____ years (at least 2)
 4. ☐ other (describe): _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; must be nondiscriminatory; and must be limited to a combination of items k.1. – k.3. or a Participant's disability)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. ☐ A Participant must satisfy each condition

NOTE: Regardless of any election above to the contrary, in-Plan Roth rollover contributions are not permitted from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and Accounts attributable to "ADP test safe harbor contributions" prior to age 59 1/2. Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

NONDISCRIMINATION TESTING

40. **HIGHLY COMPENSATED EMPLOYEE** (Plan Section 1.41)
Top-Paid Group election and calendar year data election are not used unless selected below (the selections made for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended) (select all that apply; leave blank if none apply):
- a. ☒ **Top-Paid Group election** will be used.
- b. ☐ **Calendar year data election** will be used (only applicable to non-calendar year Plan Year).

41. **ADP AND ACP TESTS** (Plan Sections 12.4, 12.5, and 12.6)

NOTE: The selections made below for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended. Also, if the Employer uses the discretionary nonelective "ADP test safe harbor contribution" described in Plan Section 12.8(h) or if the Plan is amended during a Plan Year to eliminate an "ADP test safe harbor contribution" then the current Plan Year method will be used.

ADP test. If applicable, the ADP ratio for NHCEs will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):

- a. ☐ **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(k) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ADP of NHCEs for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

ACP test. If applicable, the ACP ratio for NHCEs will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):

- b. ☐ **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(m) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ACP of NHCEs for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

Effective dates. (optional)

- c. ☐ **Current year testing method.** If the current year testing method is currently being used, enter the date it was first effective (used for purposes of applying the five-year restriction on amending to the prior year testing method):
1. ☐ ADP test: _____ (may not be selected with 41.a.)
 2. ☐ ACP test: _____ (may not be selected with 41.b.)

Non-Standardized Defined Contribution

ADP Corrective Contributions. If applicable, the Employer shall make the following corrective contribution for purposes of corrective contributions in Sections 12.5 (must select either d. or e.) If e. is selected, must select 1. or 2. and must complete 3. - 5. as applicable.

d. ☒ Flexible formula (recorded and transmitted in writing)

e. ☐ Fixed formula

1. ☐ **A QNEC** contribution to NHCEs, allocated as follows: (select one)

a. ☐ pro-rata on compensation

b. ☐ using the bottom-up ("targeted") procedure

c. ☐ per capita

2. ☐ **A QMAC** contribution to NHCEs, allocated as follows: (select one)

a. ☐ pro-rata on deferrals

b. ☐ using the bottom-up ("targeted") procedure

c. ☐ per capita

AND such contributions will be allocated to: (select one)

3. ☐ all NHCEs in the test

4. ☐ those NHCEs employed on the last day of the plan year

5. ☐ all NHCEs employed on the last day of the plan year, as well as terminated employees who have completed at least 501 hours of service

ACP Corrective Contributions. If applicable, the Employer shall make the following corrective contribution for purposes of corrective contributions in Sections 12.7 (must select either f. or g.. If g. is selected, must select 1., 2., or 3. and 4.-6. as applicable.)

f. ☒ Flexible formula (recorded and transmitted in writing)

g. ☐ Fixed formula

1. ☐ **A QNEC** contribution to NHCEs, allocated as follows: (select one)

a. ☐ pro-rata on compensation

b. ☐ using the bottom-up ("targeted") procedure

c. ☐ per capita

2. ☐ **A QMAC** contribution to NHCEs, allocated as follows: (select one)

a. ☐ pro-rata on deferrals

b. ☐ using the bottom-up ("targeted") procedure

c. ☐ per capita

3. ☐ A "regular" (non-QMAC) matching contribution to NHCEs, allocated as follows: (select one)

a. ☐ pro-rata on deferrals

b. ☐ using the bottom-up ("targeted") procedure

AND such contributions will be allocated to: (select one)

4. ☐ all NHCEs in the test

5. ☐ those NHCEs employed on the last day of the plan year

6. ☐ all NHCEs employed on the last day of the plan year, as well as terminated employees who have completed at least 501 hours of service

NOTE: For the flexible formula, a definitely determinable allocation formula must be written and communicated to the trustee for each plan year.

MISCELLANEOUS

42. LOANS TO PARTICIPANTS (Plan Section 7.4)

a. ☒ New loans are NOT permitted.

b. ☐ New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

43. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 12.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

a. ☒ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant

b. ☒ Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

c. ☒ At any time

d. ☐ Only when the Participant is otherwise entitled to any distribution under the Plan

Non-Standardized Defined Contribution

44. AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if after-tax voluntary Employee contributions NOT selected at Question 12.g.)
Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.
- a. ☐ After-tax voluntary Employee contributions are aggregated with Elective Deferrals for purposes of applying any matching contributions under the Plan (may only be selected with 401(k) plans).
- NOTE:** After-tax voluntary contributions may be distributed at any time.
45. QUALIFIED RESERVIST DISTRIBUTIONS AND HEART ACT (Plan Section 4.12) (select one or more, if applicable)
- a. ☒ **HEART Act Continued benefit accruals.** Continued benefit accruals will apply.
- b. ☒ **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.
- c. ☒ **Qualified reservist distributions.** Qualified reservist distributions are permitted. (may only be selected for 401(k) plans)

Non-Standardized Defined Contribution

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code §419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the Opinion Letter issued by the Internal Revenue Service with respect to the requirements of Code §§ 415 and 416.

This Adoption Agreement may be used only in conjunction with basic plan document #01. This Adoption Agreement and the basic Plan document will together be known as Mutual of America Financial Group Defined Contribution Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Mutual of America Financial Group, will notify all adopting Employers of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative:

Provider Name: Mutual of America Life Insurance Company

Address: 320 Park Avenue
New York New York 10022

Telephone Number: 1-800-468-3785

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Palisades Free Library

By: _____ DATE SIGNED _____

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates/spin-offs/mergers (the following elections are optional):

- a. ☐ **Employer matching contributions.** The Employer matching contribution provisions under Question 29. are effective: _____ (may only be selected with 401(k) plans)
- b. ☐ **Employer Nonelective Contributions.** The Employer Nonelective Contribution provisions under Questions 30. and 31. are effective: _____.
- c. ☐ **Distribution elections.** The distribution elections under Questions _____ (Choose 34. – 39. as applicable) are effective: _____.
- d. ☐ **Other special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)).
- e. ☐ **Spin-off.** The Plan was a spin-off from the _____ (enter name of plan), which was originally effective _____ (enter effective date of original plan) (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)).
- f. ☐ **Merged plans.** The following plan(s) are merged into this Plan (enter applicable information; attach addendum if more than 4 merged plans. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance). Limited to those provisions which have been the subject of a prior determination letter, opinion letter, or advisory letter):

	Name of merged plan	Merger date	Original effective date of merged plan
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**
The following elections apply (select one or more):
- b. ☐ **Deemed 125 compensation** (Plan Section 1.40). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select one or both):
1. ☐ eligibility purposes
 2. ☐ vesting purposes
- d. ☐ **The "one-year hold-out" rule** described in Plan Section 3.5(e) will apply to (select one or both):
1. ☐ determine eligibility (for all contributions types except Elective Deferrals)
 2. ☐ determine vesting
- e. ☒ **Normal form of annuity.** If the Plan permits an annuity form of payment (e.g., if 34.f.1., f.2. or g. is selected), instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be:
1. ☐ joint and 100% survivor annuity
 2. ☐ joint and 75% survivor annuity
 3. ☒ joint and 66 2/3% survivor annuity
- f. ☒ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: the Participant's surviving Eligible Spouse; the Participant's surviving children; the Participant's surviving parents; the Participant's surviving brothers and sisters; the Participant's estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- g. ☐ **"Section 411(d)(6) protected benefits"** (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan: _____ (specify the

Non-Standardized Defined Contribution

protected benefits and the accrued benefits that are subject to the protected benefits. In addition, list additional information such as the source name and the former plan sponsor. The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)).

- h. ☐ **Limitation Year** (Plan Section 1.50). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve-month period) instead of the "determination period" for Compensation.
- i. ☐ **415 Limits when 2 or more defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____.
- j. ☐ **Top-heavy duplications** (select one or more)
1. ☐ **Top-heavy duplications when 2 or more defined contribution plans are maintained** (Plan Section 4.3(f)). When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer that is subject to the top-heavy rules then the top-heavy minimum benefits in this Plan are reduced in accordance with Plan Section 4.3(f) unless otherwise elected below (select one):
- a. ☐ The full top-heavy minimum will be provided in each plan.
- b. ☐ A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation will be provided in the Money Purchase Plan (or other plan subject to Code §412).
- c. ☐ Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions, including any adjustments required under Code §415: _____.
- NOTE:** If b. or c. is selected then (1) an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.
2. ☐ **Top-heavy duplications when a defined benefit plan is maintained** (Plan Section 4.3(i)). When a Non-Key Employee is a Participant in this Plan for a Plan Year and also accrues a benefit for the same Plan Year in a defined benefit plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits: (select one of a. - d. AND complete e. or select f.)
- a. ☐ The full top-heavy minimum will be provided in each plan (if selected, Plan Section 4.3(i) will not apply).
- b. ☐ 5% defined contribution minimum
- c. ☐ 2% defined benefit minimum will be made in the _____ (enter the name of the other plan)
- d. ☐ Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees: _____ (Must be nondiscriminatory, preclude Employer discretion, and avoid inadvertent omissions).
- NOTE:** If b., c., or d. is selected then (1) an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.
- AND**, the "present value" (Plan Section 9.2) for top-heavy purposes will be based on:
- e. ☐ Interest Rate: _____
- Mortality Table: _____
- f. ☐ The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.
- AND**, a Participant must be employed on the last day of the Plan Year in order to receive the top-heavy minimum (Plan Section 4.3(h)) unless elected below.
- g. ☐ A Participant is not required to be employed by the Employer on the last day of the Plan Year.

Non-Standardized Defined Contribution

3. ☐ If the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Code §401(k)(12) and matching contributions with respect to which the requirements of Code §401(m)(11) apply), the Employer must specify the name of the other plan, the minimum benefit that will be provided under such other plan, and the Employees who will receive the minimum benefit under such other plan: _____
- k. ☐ **Recognition of Service with other employers** (Plan Sections 1.62 and 1.88). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7. ☐ The following provisions or limitations apply with respect to the recognition of service: _____
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18) a. ☐ b. ☐ c. ☐
- l. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable, non-discriminatory under Code §401(a)(4) and otherwise satisfy the parameters set forth in Questions 18 and 19 and Plan Section 6.4.; e.g., rather than the schedule specified at Question 18, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)
2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 18 applies to any Participants, then the following provisions apply (must select one of a. - d.):
- Applicable Participants.** The vesting schedules in Question 18 only apply to:
- a. ☐ Participants who are Employees as of _____ (enter date).
- b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. ☐ Other: _____ (e.g., Participants in division A)

- m. ☐ **Top-heavy vesting schedule** (Plan Section 6.4(c)).

Instead of any other vesting schedules set forth in the Plan, if this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on number of Years of Service (or Periods of Service if the elapsed time method is selected) will apply:

1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
2. ☐ 3 Year Cliff: 0-2 years-0%; 3 years-100%
3. ☐ Other - Must be at least as liberal as either 1. or 2. above in each year without switching between the two schedules. (if a different top-heavy schedule applies to different contribution sources, attach an addendum specifying the schedule that applies to each source):

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

NOTE: This Section does not apply to the Account balance of any Participant who does not have an Hour of Service after the Plan has initially become top-heavy. Such Participant's Vested Account balance will be determined without regard to this Section.

n. ☐ **Leased Employees** (Plan Section 1.49)

1. ☐ **Offset of contributions to leasing organization plan.** The Employer will reduce allocations to this Plan for any Leased Employee to the extent that the leasing organization contributes to or provides benefits under a leasing organization plan to or for the Leased Employee and which are attributable to the Leased Employee's services for the Employer.
2. ☐ **Disregard one year requirement.** The definition of Leased Employee shall be applied by disregarding the requirement of performing services for at least one year, for the following contributions (select a. or all that apply of b.1. - b.3.) (Elective Deferrals include Roth Elective Deferrals, "ADP test safe harbor contributions" (including those made pursuant to a QACA) and SIMPLE 401(k) contributions, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective Contributions include QNECs):
 - a. ☐ All contributions
 - b. ☐ The following contributions (select all that apply)
 1. ☐ Elective Deferrals
 2. ☐ Matching contributions
 3. ☐ Nonelective Contributions

o. ☒ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant who is not a "five percent (5%) owner" is:

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. ☒ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. ☐ N/A (annuity distributions are not permitted)
 2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

p. ☐ **Other spousal provisions** (select one or more)

1. ☐ **One-year marriage rule.** For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
2. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____ (Note: This definition shall apply for all Plan purposes OTHER than those mandated by Code §401(a) such as the required minimum distribution provides and qualified joint and survivor annuity provisions. For example, the selected definition will apply to the determination of default beneficiary provisions.)
3. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
4. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

Non-Standardized Defined Contribution

- q. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 10.4(a), the Plan will be governed by the laws of: _____
- r. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.83, Total and Permanent Disability means: _____ (must be definitely determinable).
- s. ☐ **Inclusion of Reclassified Employees** (1.28(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- t. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.16)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a money purchase pension plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 38)
- Limitations.** The following limitations apply to these in-service distributions:
1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. ☐ N/A (no limitations)
 3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
 - a. ☐ The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- u. ☐ **Other provisions for matching contributions** (select one or more; may only be selected for 401(k) plans)
1. ☐ **Match applied to elective deferrals to Code §403(b) arrangement.** In applying any matching contributions in this Plan, elective deferrals to a Code §403(b) arrangement maintained by the Employer will be aggregated with Elective Deferrals to this Plan.
 2. ☐ **Match applied to contributions made to Code §457(b) plan.** In applying any matching contributions in this Plan, contributions to a Code §457(b) plan maintained by the Employer will be aggregated with Elective Deferrals to this Plan.
 3. ☐ **Matching contributions not used to satisfy top-heavy contribution** (Plan Section 4.3(j)). Employer matching contributions will NOT be taken into account for purposes of satisfying the minimum contribution requirements of Code §416(c)(2) and the Plan.
- v. ☐ **QACA safe harbor contributions vesting options.** The vesting options selected at Question 19 on the Adoption Agreement also apply to the Participant's Qualified Automatic Contribution Safe Harbor Account unless otherwise selected below (select all that apply):
- Excluded service prior to initial Effective Date of Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))**
1. ☐ applies
 2. ☐ does not apply
- Excluded service prior to the computation period in which an Employee has attained age 18**
3. ☐ applies
 4. ☐ does not apply
- Full vesting upon death**
5. ☐ applies
 6. ☐ does not apply
- Full vesting upon Total and Permanent Disability**
7. ☐ applies
 8. ☐ does not apply
- w. ☐ **Investment Fiduciary**
1. ☐ Administrator (use Administrator address and telephone number)
 2. ☐ The Employer or a Committee appointed by the Employer (use Employer address and telephone number)

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

- A. **Loan limitations. Note:** the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)
- a. ☐ Limitations (select one or more; leave blank if none apply):
1. ☐ Loans will be treated as Participant directed investments.
 2. ☐ Loans will only be made for hardship or financial necessity as defined below (select a. or b.)
 - a. ☐ hardship reasons specified in Plan Section 12.10
 - b. ☐ other: _____ (specify financial necessity)
 3. ☐ The minimum loan will be \$_____ (may not exceed \$1,000).
 4. ☐ A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. ☐ All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
 6. ☐ The home loan term will be _____ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
 7. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 - b. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 - c. ☐ Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
 - d. ☐ Account attributable to Employer Nonelective Contributions
 - e. ☐ Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
 - f. ☐ Rollover Account
 - g. ☐ Transfer Account attributable to (select one or both; may only be selected with 401(k) or Profit Sharing Plans):
 1. ☐ non-pension assets
 2. ☐ pension assets (e.g., from a money purchase pension plan)
 - h. ☐ Voluntary Contribution Account
 - i. ☐ Other: _____
- AND,** if loans are restricted to certain Accounts, the limitations of Code §72(p) and the adequate security requirement of the DOL Regulations will be applied:
- j. ☐ by determining the limits by only considering the restricted Accounts.
 - k. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

Additional loan provisions (select all that apply; leave blank if none apply)

- b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll; e.g., partner who only has a draw):
1. ☐ payroll deduction
 2. ☐ ACH (Automated Clearing House)
 3. ☐ check
 - a. ☐ Only for prepayment
- c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. ☐ _____ percentage points over the prime interest rate
 2. ☐ _____%
 3. ☐ the Administrator establishes the rate in a nondiscriminatory manner
- d. ☐ **Refinancing.** Loan refinancing is allowed.

B. **Life insurance.** (Plan Section 7.5)

- a. ☒ Life insurance may not be purchased.
- b. ☐ Life insurance may be purchased...
1. ☐ at the option of the Administrator
 2. ☐ at the option of the Participant

Limitations

3. ☐ N/A (no limitations)
4. ☐ The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. ☐ Each initial Contract will have a minimum face amount of \$_____.
 - b. ☐ Each additional Contract will have a minimum face amount of \$_____.
 - c. ☐ The Participant has completed _____ Years (or Periods) of Service.
 - d. ☐ The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.

Non-Standardized Defined Contribution

- e. ☐ The Participant is under age _____ on the Contract issue date.
- f. ☐ The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
- g. ☐ The maximum face amount of any life insurance Contract will be \$_____.

C. Plan expenses and Forfeitures

Plan expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. ☒ No
- b. ☐ Yes

Use of Forfeitures (skip if this is NOT a Profit Sharing Plan or a 401(k) Plan; for a Money Purchase Pension Plan, see 32.d.-g. on the Adoption Agreement)

Other than Employer matching contributions. Forfeitures of amounts attributable to Employer contributions other than Employer matching contributions will be:

- c. ☐ added to any Employer discretionary contribution (for 401(k) plans, matching or profit sharing) and allocated in the same manner
- d. ☒ used to reduce any Employer contribution
- e. ☐ added to any Employer matching contribution and allocated as an additional matching contribution (may only be selected with 401(k) Plans)
- f. ☐ allocated to all Participants eligible to share in the allocations of profit sharing contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Matching contributions. Forfeitures of amounts attributable to Employer matching contributions will be: (skip if this is NOT a 401(k) Plan)

- h. ☒ N/A (same as above or no Employer matching contributions)
- i. ☐ used to reduce the Employer matching contribution
- j. ☐ added to any Employer matching contribution and allocated as an additional matching contribution
- k. ☐ added to any Employer discretionary profit sharing contribution
- l. ☐ used to reduce any Employer contribution
- m. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: The reallocation of Forfeitures could affect the Plan's top-heavy exemption (see Plan Section 12.8(f)). One approach to avoid this result is to provide for a discretionary matching contribution that satisfies the "ACP test safe harbor" provisions (i.e., select Question 28A.b and select a discretionary matching contribution at Question 29) and then allocate Forfeitures as a matching contribution.

D. Directed investments (Plan Section 4.10)

- a. ☐ Participant directed investments are NOT permitted.
- b. ☒ Participant directed investments are permitted from the following Participant Accounts:
 - 1. ☒ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 - b. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 - c. ☐ Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
 - d. ☐ Account attributable to Employer Nonelective Contributions
 - e. ☐ Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
 - f. ☐ Rollover Account
 - g. ☐ Transfer Account
 - h. ☐ Voluntary Contribution Account
 - i. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

Directed investment options (If directed investments are permitted, select all that apply; leave blank if none apply)

- c. ☒ **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- d. ☒ **QDIA.** Plan will include a qualified default investment alternative.

Non-Standardized Defined Contribution

- E. **Rollover limitations.** Will the Plan specify which sources of rollovers will be accepted? (skip if rollover contributions are NOT selected at 12.f.)
- ☐ No, Administrator determines in operation which sources will be accepted.
 - ☒ Yes
- Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)
- ☒ **Direct rollovers.** Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - ☒ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - ☒ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)
 - ☒ if this Plan permits Roth Elective Deferrals, a Roth Elective Deferral Account from (select one or more) (may only be selected with 401(k) Plans):
 - ☒ a qualified plan described in Code §401(a)
 - ☒ a plan described in Code §403(b) (a tax-sheltered annuity)
- Direct rollovers of Participant loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)
- ☐ The Plan will accept a direct rollover of a Participant loan
 - ☐ only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization; leave blank if not applicable).
- ☒ **Participant rollover contributions from other plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
 - ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - ☒ a plan described in Code §403(a) (an annuity plan)
 - ☒ a plan described in Code §403(b) (a tax-sheltered annuity)
 - ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)
 - ☒ **Participant rollover contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
- F. **Elective Deferral procedures** (may only be selected with 401(k) Plans)
- Optional date.** Participants may commence Elective Deferrals on the effective date of participation. Participants may also commence making Elective Deferrals on (leave blank if not applicable):
- ☐ _____ (must be at least once each calendar year)
- Elective Deferral modifications.** Participants may modify Elective Deferral elections:
- ☐ as of each payroll period
 - ☐ on the first day of each month
 - ☐ on the first day of each Plan Year quarter
 - ☐ on the first day of the Plan Year or the first day of the 7th month of the Plan Year
 - ☐ other: _____ (must be at least once each calendar year)
- Escalation** (leave blank if not applicable)
- ☐ Include option for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:

 - ☐ _____ % of Compensation
 - ☐ up to a maximum of _____ % of Compensation (leave blank if no limit)
 - ☐ other: _____

Timing of escalation. The escalation will apply as of:

3. ☐ first day of each Plan Year
4. ☐ anniversary of date of participation
5. ☐ other: _____

First period of application. Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

6. ☐ The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan, then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- h. ☒ the Participant's Affirmative Election will resume after the suspension period.
- i. ☐ the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

Re-enrollment of existing Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- j. ☐ Affirmative Elections lapse at the end of each Plan Year.
- k. ☐ Affirmative Elections lapse: _____

Application to Automatic Deferral provisions to rehired Employees. Unless this Plan is a QACA, or with respect to withdrawal rights for EACAs, then rehired Employees are treated as new hires pursuant to the following (leave blank if not applicable):

- l. ☐ A rehired Employee is only treated as a new hire for purposes of the Automatic Deferral provisions (except as otherwise provided in the Basic Plan Document) if the rehired Employee has separated from service for at least _____ (enter a period; e.g., 3 months)

G. **Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(NOTE: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a. ☒ Do not produce the trust agreement
- b. ☐ Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select c. OR one or more of d. - e.)

- c. ☒ **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4. skip to q.)

Name of Insurer(s)/Address

1. ☒ Mutual of America Life Insurance Company
2. ☐ _____
3. ☐ Use Employer address/telephone number/email
4. ☒ Use following address/telephone number/email
 - a. Street: 320 Park Avenue
 - b. City: New York
 - c. State: New York
 - d. Zip: 10022
 - e. Telephone: 1-800-468-3785
 - f. Email: _____

- d. ☐ Individual Trustee(s)

- e. ☐ Corporate Trustee

Name of Trust

- f. Specify name of Trust (required for FIS trust): _____

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

- g. ☐ Select for each individual Trustee (skip to next question)
- h. ☐ The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)
 1. ☐ A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
 2. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
 3. ☐ The individual Trustee(s) will serve as a discretionary Trustee over the following assets: _____ (may not be selected with 1. or 2.)

Non-Standardized Defined Contribution

4. ☐ The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets:
_____ (may not be selected with 1. or 2.)

Individual Trustee(s)

- i. ☐ Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets: _____ (may not be selected with 3. or 5.)

- j. ☐ **Individual Trustee Address** (complete if d. selected above)

1. ☐ Use Employer address/telephone number/email
2. ☐ Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____
f. Email: _____

Corporate Trustee Name/Type/Address (complete if e. selected above)

- k. ☐ **Name** _____

Address/telephone number/email

1. ☐ Use Employer address/telephone number/email
2. ☐ Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____
f. Email: _____

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

3. ☐ A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
5. ☐ A discretionary Trustee over the following assets: _____ (may not be selected with 3. - 4.)
6. ☐ A nondiscretionary (directed) Trustee over the following plan assets _____ (may not be selected with 3. - 4.)

Signee (optional):

7. ☐ Name of person signing on behalf of the corporate Trustee _____
8. ☐ Email address of person signing on behalf of the corporate Trustee _____

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

- l. ☐ **Name** _____

Title:

1. _____

Address/telephone number/email

2. ☐ Use Employer address/telephone number/email
3. ☐ Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____

- d. Zip: _____
- e. Telephone: _____
- f. Email: _____

Custodian(s) Name/Address . The Custodian(s) are *(optional)*

m. ☐ **Name(s)** _____

Address/telephone number/email

- 1. ☐ Use Employer address/telephone number/email
- 2. ☐ Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Investment in common, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

n. ☐ _____ (Specify the names of one or more trust funds in which the Plan can invest)

Choice of law

o. ☐ This trust will be governed by the laws of the state of:

- 1. ☐ State in which the Employer's principal office is located
- 2. ☐ State in which the corporate trustee or insurer is located
- 3. ☐ Other _____

MUTUAL OF AMERICA FINANCIAL GROUP NON-STANDARDIZED MODIFICATIONS

401(K) PROFIT-SHARING PLAN FOR EMPLOYEES OF PALISADES FREE LIBRARY

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

**AMENDMENT TO IMPLEMENT HARDSHIP DISTRIBUTION
PROVISIONS OF THE BIPARTISAN BUDGET ACT OF 2018**

401(K) PROFIT-SHARING PLAN FOR EMPLOYEES OF PALISADES FREE LIBRARY

**ARTICLE I
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Employer's Plan identified below. Except as otherwise specified in this Amendment, this Amendment is effective ("the Effective Date") on the first day of the first Plan Year beginning after December 31, 2018, or as soon as administratively feasible thereafter, and in no event later than the Latest Effective Date. If the Plan, prior to this Amendment, does not provide for hardship distributions, then this Amendment will be void and of no effect.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan using a pre-approved plan based on The Cumulative List of Changes in Plan Qualification Requirements for Pre-approved Defined Contribution Plans for 2017 (Notice 2017-37) or any earlier Cumulative List, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

**ARTICLE II
ELECTIONS**

Instructions: Complete the elections at Sections 2.1 and 2.2. Complete one or more of the elections in Sections 2.4 through 2.7 if you are not satisfied with the default elections listed in Section 2.3. **Execute the amendment.**

- 2.1 **Termination of deferral suspension.** Hardship distributions made on or after the Effective Date will not trigger a suspension of Elective Deferrals, pursuant to Section 3.1(c). If a Participant received a hardship distribution before the Effective Date, and therefore Elective Deferrals were suspended, will the Participant be able to resume deferrals as soon as practical after the Effective Date?
- a. ☐ **YES.** Beginning on the Effective Date, Elective Deferrals will not be suspended on account of a hardship distribution, regardless of the date of the distribution.
- b. ☒ **NO.** The Participant's suspension of Elective Deferrals begun before the Effective Date will continue as originally scheduled.
- 2.2 **Expansion of sources available for a hardship distribution.** Pursuant to Amendment Section 3.2, are QNECs and QMACs available for hardship distributions?
- a. ☒ **YES.** QNECs and QMACs are available for hardship distributions.
- b. ☐ **NO.** QNECs and QMACs are not available for hardship distributions.
- 2.3 **Default Provisions.** The following provisions apply except to the extent the Employer makes a different election in one or more of Sections 2.4 through 2.7.
- a. After the Effective Date, Participants do not need to take plan loans before taking hardship distributions.
- b. After the Effective Date, earnings on Elective Deferrals may be withdrawn on account of a hardship.
- c. Hardship needs include residential casualty losses (without regard to whether the casualty was in a federally declared disaster area) and Disaster Losses, effective January 1, 2018 or as soon as practical thereafter.
- d. The Effective Date is the first day of the first Plan Year beginning after December 31, 2018, or as soon as administratively feasible thereafter, and in no event later than the Latest Effective Date.

Skip Sections 2.4 through 2.7 if you accept the default provisions listed in Section 2.3. Any entry in Sections 2.4 through 2.7 will override those defaults.

- 2.4 **Loan Requirement.** The provisions of Amendment Section 3.1(b), requiring recipients of hardship distributions to take available nontaxable loans, will NOT apply unless selected below:
- a. ☐ Amendment Section 3.1(b) APPLIES (i.e., Participants are required to obtain a Plan loan) indefinitely, unless and until the Plan is further amended.
- 2.5 **Expansion of sources available for a hardship distribution.** Earnings on amounts attributable to Elective Deferrals are available for hardship distribution, unless selected below:
- a. ☐ Earnings on amounts attributable to Elective Deferrals are NOT available for hardship distributions.
- 2.6 **Hardship needs/events.** The provisions of Amendment Sections 3.3 (relating to residential casualty losses) and 3.4 (relating to Disaster Losses) apply as of January 1, 2018, or as soon as practical thereafter, unless otherwise elected below.
- a. ☐ Amendment Section 3.3 will NOT apply (and so casualty losses are limited to federally declared disasters, pursuant to Code §165(h)).
- b. ☐ Amendment Section 3.4 will NOT apply (and so the Plan will not make hardship distributions on account of Disaster Losses).
- 2.7 **Effective Dates.** Unless otherwise selected below, the Effective Date is the first day of the first Plan Year beginning after December 31, 2018, or as soon as administratively feasible thereafter, and in no event later than the Latest Effective Date. Except as otherwise specified in this Amendment, all provisions are effective on the Effective Date.
- a. ☐ Other general Effective Date: _____ (may not be earlier than the first day of the first Plan Year beginning on or after January 1, 2019 or after the Latest Effective Date).
- b. ☐ Special Effective Date for Amendment Section 2.2a: _____ *[Enter a special effective date, no sooner than the first day of the 2019 Plan Year.]*
- c. ☐ Special Effective Date for Amendment Section 2.3a: _____ *[Enter a special effective date, no sooner than the first day of the 2019 Plan Year.]*
- d. ☐ Special Effective Date for Amendment Section 2.3b: _____ *[Enter a special effective date no sooner than the first day of the 2019 Plan Year.]*
- e. ☐ Special Effective Date for Amendment Section 2.3c: _____ *[Enter a special effective date for the expansion of hardship needs/events, no sooner than January 1, 2018.]*

ARTICLE III DISTRIBUTION BASED ON HARDSHIP

- 3.1 **Modification of hardship necessity provisions.**
- a. The Necessity Provisions of the Plan are repealed. Except as otherwise provided in this Section 3.1, the Plan will not make a hardship distribution to a Participant unless the Participant has obtained all other currently available distributions (including distributions of ESOP dividends under section Code §404(k), but not hardship distributions) under the plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer. In addition, for a distribution that is made on or after the Latest Effective Date (or such earlier date as the Plan Administrator has implemented the procedure), the Participant must certify (in writing, by an electronic medium as defined in Treas. Reg. §1.401(a)-21(e)(3), or in such other form as authorized in IRS guidance) that he or she has insufficient cash or other liquid assets reasonably available to satisfy the need.
- b. If and only if elected in Amendment Section 2.4, before a hardship distribution may be made, a Participant must obtain all nontaxable loans (determined at the time a loan is made) available under the plan and all other plans maintained by the Employer.
- c. The Plan will not suspend the Participant from making Elective Deferrals on account of receipt of a hardship distribution. This provision will apply to hardship distributions made after the Effective Date. Under Amendment Section 2.1, it may also apply, as of the Effective Date, to certain suspensions of Elective Deferrals on account of receipt of a hardship distribution prior to the Effective Date.
- 3.2 **Modification of amounts that may be withdrawn on account of a hardship.** Except as otherwise elected in Amendment Sections 2.2 and 2.5, earnings on Elective Deferrals, QNECs, and QMACs (and the earnings thereon) may be withdrawn on account of a hardship. The hardship provisions set forth in the Plan, except as modified by this Amendment, continue to apply.

- 3.3 **Residential casualty loss.** Except as otherwise provided in Amendment Section 2.6, effective January 1, 2018 or as soon as practical thereafter, to the extent the Plan permits hardship distributions for expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code §165, such amounts will be determined without regard to Code §165(h)(5).
- 3.4 **Disaster loss.** If the Plan is a Deemed Need Plan, then except as otherwise provided in Amendment Section 2.6, effective January 1, 2018 or as soon as practical thereafter, the financial needs which can justify a hardship distribution to a Participant are expanded to include Disaster Losses.

ARTICLE IV DEFINITIONS

- 4.1 **Suspensions of Elective Deferrals.** Any reference to suspension of Elective Deferrals means and includes a suspension of Elective Deferrals and/or Employee Contributions to this Plan or any other qualified plan, a 403(b) plan, or an eligible governmental plan (described in Treas. Reg. §1.457-2(f)) of the Employer.
- 4.2 **QNECs.** A "QNEC" is a Qualified Nonelective Contribution, described in Code §401(m)(4)(C) or a safe harbor nonelective contribution described in Code §401(k)(12)(C). For purposes of this Amendment only, a QACA nonelective contribution described in Code §401(k)(13)(D)(i)(II) will also be treated as though it were a QNEC.
- 4.3 **QMACs.** A "QMAC" is a Qualified Matching Contribution, described in Code §401(k)(3)(D)(ii)(I), or a safe harbor matching contribution described in Code §401(k)(12)(B). For purposes of this Amendment only, a QACA matching contribution described in Code §401(k)(13)(D)(i)(I) will also be treated as though it were a QMAC.
- 4.4 **Necessity Provisions.** The "Necessity Provisions" of the Plan are those provisions which implement the provisions of Treas. Reg. §1.401(k)-1(d)(3)(iv)(B), (C), (D), and (E), as in effect prior to April 1, 2019. These provisions may either reflect the safe harbor "deemed necessary" standards of subparagraph (E) of that regulation, or the non-safe harbor "no alternative means" standards of subparagraphs (B), (C), and (D) of that regulation.
- 4.5 **Deemed Need Plan.** The Plan is a "Deemed Need Plan" to the extent the Plan limits eligibility for a hardship distribution to the deemed immediate and heavy financial needs described in Treas. Reg. §1.401(k)-1(d)(3)(ii)(B), (as revised effective April 1, 2019).
- 4.6 **Disaster Losses.** Disaster Losses are expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.
- 4.7 **Latest Effective Date.** The "Latest Effective Date" is the latest of January 1, 2020, the Effective Date of the Plan, or the effective date of any amendment adding hardship distributions to the Plan.

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: 401(k) Profit-Sharing Plan for Employees of Palisades Free Library

Name of Employer: Palisades Free Library

By: _____
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Palisades Free Library (the Employer) hereby certifies that the following resolution was duly adopted by Employer on the date specified below, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to Implement Hardship Distribution Provisions of The Bipartisan Budget Bill of 2018 to the 401(k) Profit-Sharing Plan for Employees of Palisades Free Library (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE PALISADES FREE LIBRARY
For term January 1, 2024 to December 31, 2024

THIS AGREEMENT, made this ____ day of _____, 2024, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Palisades Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 10th, 2023 at 7:10 p.m.**, to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the

time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", **on November 14, 2023**, duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,00,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of THREE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED NINETY ONE AND 00/100 (\$397,191.00) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2024, and terminates December 31, 2024.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

PALISADES FREE LIBRARY

By: _____
Marjorie Galen, President

(S E A L)

ACKNOWLEDGMENT

[illegible]

On the ____ day of _____, in the year 2024, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

[illegible]

On the ____ day of _____, in the year 2024, before me, the undersigned notary public, personally appeared Marjorie Galen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

PALISADES FREE LIBRARY CONFLICT OF INTEREST POLICY

INTENT

The purpose of this Conflict of Interest Policy is to better inform the Board Members, Director and Staff as to their responsibility to avoid a conflict of interest concerning the Palisades Free Library ("Library"). It applies to board members, the director, and staff, as well as members of their immediate families, partners and business associates each of whom are referred to as an "Interested Person." A conflict of interest may exist when the Library is contemplating entering into a transaction or arrangement that may affect the personal or professional interests of an interested Person or that might result in a possible excess benefit transaction or that is potentially at odds with the best interests of the Library. This policy is intended to supplement but not replace any applicable federal, state or local laws governing conflicts of interest applicable to nonprofit and charitable organizations.

DEFINITION OF CONFLICT OF INTEREST

The situations that raise conflict of interest concerns include, but are not limited to, the following:

Financial Interests – A conflict may exist where an Interested Person directly or indirectly benefits or profits (deemed a Financial Interest) in more than a de minimis amount through business, investment, or family as a result of a decision, policy or transaction made by the Library. A Financial Interest may arise when an Interested Person has:

- ❑ An ownership or investment interest in any entity with which the Library has or contemplates a transaction or arrangement.
- ❑ A compensation arrangement with or contemplated with the Library or with any entity or individual with which the Library has a transaction or arrangement.
- ❑ A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Library is negotiating a transaction or arrangement.
- ❑ Contracted to sell/lease goods, services, or property to the Library.
- ❑ Used their relationship with the Library to obtain employment, a contract or other benefit.
- ❑ Been provided use of the facilities, property, or services of the Library in a manner that would not be available to other community members.
- ❑ Directly benefited financially from a newly created Library policy.

Compensation includes direct and indirect remuneration as well as gifts or favors that are more than de minimis. The Library Board shall determine whether a financial interest is more than de minimis.

Other Interests – A conflict also may exist when an Interested Person obtains a non-financial benefit or advantage that is more than de minimis that he/she would not have obtained absent his/her relationship with the Library.

Examples include, but are not limited to, the following:

- ❑ An Interested Person seeks to make use of confidential information obtained from the Library for his/her own benefit (not necessarily financial).
- ❑ The Library adopts a policy that provides a significant nonfinancial benefit to an Interested Person.
- ❑ Advancing a personal agenda or agenda from another organization.

The Library Board shall determine whether a non-financial benefit or advantage is more than de minimis.

A conflict of interest also exists when a Board member is interested in applying for employment by the Library. A Board member shall not apply for or be considered for employment by the Library without resigning from the Board prior to embarking upon any step in the application process. If the Board member is not hired, he/she may not be reconsidered for a position within the Board for at least 12 months. Former employees of the Library may not be considered for Board membership until at least 12 months after departing from employment at the Library.

DUTY TO DISCLOSE

An Interested Person is under a continuing obligation to disclose any actual or potential conflict of interest as soon as it is known or reasonably should be known.

Board members, Library staff, and the Director must complete an Affirmation of Compliance form when they join the Board or staff and annually thereafter.

The signed statement will affirm that such person:

- ☐ Has received a copy of the Conflict of Interest Policy,
- ☐ Has read and understands the policy,
- ☐ Has agreed to comply with the policy; and
- ☐ Understands that the Library exists for charitable purposes and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Board members, Library staff, and the Director must complete the Disclosure of Potential Conflict of Interest Statement to disclose any potential conflict of interest.

Disclosure Statements and Affirmations of Compliance will be submitted as follows:

- ☐ A Board member will provide the disclosure statement and affirmation to the Board Secretary.
- ☐ The Director will provide the disclosure statement and affirmation to the President of the Board.
- ☐ Staff, consultants and volunteers will provide the disclosure statement and affirmation to the Director.

The Secretary of the Board and the Director are responsible for:

- ☐ Reviewing all Disclosure Statements and Affirmation of Compliance forms
- ☐ Bringing potential conflicts to the attention of the Board, and
- ☐ Filing copies of all Disclosure Statements and Affirmation of Compliance forms with the official corporate records of the Library.

PROCEDURES FOR REVIEW OF POTENTIAL CONFLICTS

Whenever there is a reason to believe that a potential conflict of interest exists between the Library and a Board member or the Director, the Board shall determine the appropriate response. The Secretary and/or Director have the responsibility to bring a potential conflict of interest to the attention of the Board for action at the next regular meeting of the Board or during a special meeting called specifically to review the potential conflict of interest. The Library shall refrain from acting until such time as the proposed action, policy, or transaction has been reviewed by the Board.

Whenever there is reason to believe that a potential conflict of interest exists between the Library and a staff member, consultant or volunteer, the Director shall determine the appropriate response. The Director shall report to the Board the results of any review and the action taken. The Board will determine whether any further Board review or action is required.

PROCEDURES FOR ADDRESSING CONFLICTS OF INTEREST

The following procedures shall apply:

- ☐ An Interested Person who has a potential conflict of interest with respect to a proposed action, policy or transaction of the Library shall not participate in any way in, or be present during, the deliberations and decision-making vote of the Library as to said issue. However, the Interested Person shall have an opportunity to provide factual information about the proposed conflict and/or action, policy or transaction. Also, the Board may request that the Interested Person be available to answer questions.
- ☐ After disclosure of the conflict of interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed. The Board President may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- ☐ After exercising due diligence, the Board shall determine whether the Library can obtain with reasonable efforts a non-conflict transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

- ❑ If a non-conflict transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested trustees whether the transaction or arrangement is in the Library's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- ❑ Approval by the disinterested members of the Board shall be by vote of a majority of trustees in attendance at a meeting at which a quorum is present. An Interested Person shall not be counted for purposes of determining whether a quorum is present, or for purposes of determining what constitutes a majority vote of trustees in attendance.

RECORDS OF PROCEEDINGS

The minutes of the Board meeting shall contain:

- ❑ The names of the persons who disclosed or otherwise were found to have a financial or other interest in connection with an actual or possible conflict of interest, the nature of the financial or other interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- ❑ The names of the persons who were present for discussions and votes relating to the transactions or arrangement, the content of the discussion, including any alternatives to the proposed transactions or arrangement.
- ❑ A record of the votes taken in connection with the proceedings and, where applicable, the abstention from voting and participation by the Interested Person. Whenever possible, the minutes should frame the decision of the Board in such a way to provide guidance for consideration of future conflict of interest situations.

VIOLATIONS OF CONFLICT OF INTEREST POLICY

If the Board or Director (for staff/volunteers) has reasonable cause to believe that an Interested Person has failed to disclose an actual or potential conflict of interest, it shall inform the person of the basis for such belief and allow the person an opportunity to explain the alleged failure to disclose.

If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board or Director (for staff/volunteers) decides that the Interested Person has in fact failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

Adopted by Board on February 12, 2014

Reviewed on June 9, 2021

**PALISADES FREE LIBRARY
CONFLICT OF INTEREST POLICY
AFFIRMATION OF COMPLIANCE**

I have received and carefully read the Conflict of Interest Policy for Board members, the Director, and staff as well as members of their immediate families, partners and business associates (the "Policy").

I have considered not only the literal expression of the Policy, but also its intent.

By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Policy. I further understand that the Palisades Free Library ("Library") is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal benefit to Board members, the Director, consultants/volunteers or staff (other than by salary or benefits).

I hereby state that I do not have any conflict of interest, financial or otherwise, that may reasonably be seen as competing with the interests of the Library, nor does any member of my immediate family, partner, or business associate who is an Interested Person under the Policy have such a conflict of interest.

If any situation should arise in the future that I think may involve me or members of my immediate family, partner or business associate, in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Board Secretary or to the Director, in accordance with the Policy.

Name (Please print) _____

Position _____

Signature _____ Date _____

Annual Review and Reaffirmation

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

**PALISADES FREE LIBRARY
POTENTIAL CONFLICT OF INTEREST DISCLOSURE STATEMENT**

I have received and carefully read the Conflict of Interest Policy for Board members, the Director, and staff as well as members of their immediate families, partners and business associates (the "Policy"). I have considered not only the literal expression of the policy, but also its intent.

In accordance with this Policy, I have specified below the nature of any actual or potential conflicts of interest between myself, as the Interested Person, and the Palisades Free Library, "Library". I have provided a written description of the details of the actual or potential conflict of interest. (Attach additional sheets as needed.)

Please check all that apply:

- ☐ The Library proposed to contract or contracted to purchase or lease goods, services, or property from me or from a member of my immediate family, my partner and/or business associate.
- ☐ Board members/ Director only: The Library offered employment to me or to a member of my immediate family, my partner and/or business associate.
- ☐ I have used my relationship with the Library to obtain a contract, employment for myself or a member of my immediate family, my partner and/or business associate or, from a person or entity that does business with the Library.
- ☐ I or a member of my immediate family, my partner and/or business associate has been provided use of the facilities, property, or services of the Library in a way that is not available to others who benefit from the Library's services.
- ☐ I or a member of my immediate family, my partner and/or business associates has been in a position to benefit financially from an action, policy or transaction made by the Library.
- ☐ Other issues or situations not addressed above _____

I certify that the information set forth in this Disclosure Statement and attachments, if any, is true, complete and correct to the best of my knowledge, information and belief.

Name (Please print) _____

Position _____

Signature _____ Date _____

Whistleblower Policy

The Palisades Free Library, (“Library”) requires trustees, the director and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Library they must conduct themselves with honesty and integrity in fulfilling their responsibilities and complying with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all trustees, the director and employees to report any actual or suspected violations of Library policy, procedure, or ethics; illegal activity; or other misconduct by employees, volunteers or others related to the Library in accordance with this Policy. The Library encourages volunteers and others connected to the Library to report such violations or misconduct.

No Retaliation

No trustee, director, employee or volunteer who in good faith reports a violation or misconduct will suffer harassment, retaliation or adverse employment or personal or professional consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Policy is intended to encourage and enable employees and others to raise serious concerns within the Library prior to seeking resolution outside the Library.

Reporting Violations

The Library has an open door policy and urges that employees share their questions, concerns, suggestions or complaints with the employee’s supervisor. If the employee is uncomfortable speaking with the employee’s supervisor, or is dissatisfied with the supervisor’s response, the employee is encouraged to speak with the Library Director or his/her designee. In most cases, the Director is in the best position to address an area of concern. If the employee is dissatisfied with the Director’s response, he/she may speak to the designee of the Library Director, a Board Trustee, or the Compliance Officer.

The recipient of such a “whistle blowers” complaint is required to report suspected violations and misconduct of a serious nature to the Library’s Compliance Officer, who has specific and exclusive responsibility to investigate all reported ‘whistle blower” violations. To the extent that the alleged activity or misconduct involves the Compliance Officer, or anyone in the chain of command, the complainant may make the complaint, instead, to any Board Trustee.

Compliance Officer

The Library’s Compliance Officer, or person acting in lieu thereof, is responsible for investigating and resolving all reported complaints and allegations concerning violations and shall advise the Director and the President/Executive Committee of the results of any serious

PALISADES FREE LIBRARY EMPLOYMENT HANDBOOK

complaints or allegations. The Compliance Officer has direct access to the President/Executive Committee of the board of trustees and is required to report to the committee at least annually on compliance activity. Allegations involving corporate accounting, internal controls or auditing will be referred by the Compliance Officer to the Finance Committee. The Board Treasurer shall be the Library's Compliance Officer and the chair of the finance committee.

Accounting and Auditing Matters

The finance committee of the board of trustees shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the finance committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of Library rules/regulations/policies must be acting in good faith and have reasonable grounds for believing the information disclosed to be credible and to constitute a violation. Any allegations that are not substantiated and which prove to have been made in bad faith or with willful disregard for the truth will be viewed as a serious disciplinary offense if made by an employee or Board Member.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations submitted on a confidential basis will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days or as soon thereafter as is practical. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Library Director:

Maria Gagliardi
845-359-0136 (Library)
mgagliardi@palisadesfreelibrary.org

Approved by the Board of Trustees on February 12, 2014
Reviewed June 9, 2021