

NORTHFIELD TOWNSHIP BOARD AGENDA

April 24, 2018 - 7:00 PM

8350 Main Street, 2nd Floor

CALL TO ORDER
INVOCATION / PLEDGE
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER RESPONSE
CORRESPONDENCE AND ANNOUNCEMENTS

AGENDA ITEMS:

1. Civic Event Application: 4th of July Fireworks
2. Civic Event Application: German Park Annual Picnics
3. Request for Amendment to LAWNET Lease Agreement
4. Clarification of MDOT Request to Waive Fees
5. Library Request to Waive Fees
6. Request for Township Contribution for Annual Clean-up Day
7. Request to Auction Township Items
8. Section 125 Premium Only Plan (P.O.P.) Document
 - a. HSA Participation Agreement (see pg. 26 of P.O.P. Document)
 - b. Resolution 18-584: Certificate of Resolution for the HSA Participation Agreement (see pg. 27 of P.O.P. Document)

DISCUSSION ITEMS:

1. Closed Session Frequency and Content +
2. Independent Contractor Agreements for Recording Secretary & A/V Operator – Legal Opinion

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

RECEIVED

APR 02 2018

NORTHFIELD TOWNSHIP

Civic Event Application Northfield Township

**8350 Main Street
Whitmore Lake, Michigan 48189
(734) 449-2880**

OFFICE USE
ONLY

412118
Date Received

By Jennifer Carlisle

FEE - \$100.00

501(c)(3)

Date Received

By W. J. O'Connell

**** APPLICATIONS MUST BE FILLED OUT COMPLETELY BEFORE THEY WILL BE CONSIDERED FOR REVIEW ****

Application Date	Name of Organization	Name of Applicant
	Whitmore Lake 4th of July Fireworks Committee	Dennis Cazan

<u>P.O. Box 424</u>	<u>Whitmore Lake</u>	<u>MI</u>	<u>48189</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

734-368-1668	734-449-0664		
Cell Phone	Home Phone	Work Phone	Fax

dennis.cazan@yahoo.com

Email Address (optional)

4th of July Fireworks

Event Title

On Whitmore Lake
Event Location

EVENT DAYS / TIMES (Please stipulate the following information for each date of event)

DATE	Day of Week	Beginning Time	Ending Time
30 - June - 2018	Saturday	10pm	11pm

Either 6am or 10am	1 - July - 2018	1 - July - 2018
Set up Time/Day	Tear down Time / Day*	Rain Date (if applicable)

* Tear down time will be strictly enforced. It is the applicant's responsibility to ensure the teardown of all materials with their on-site vendors, sponsors, etc. is complete by the teardown time given above.

ORGANIZATION / APPLICANT INFORMATION

Applications for Civic Events in Northfield Township shall NOT be approved for applicants in default to the Township. Therefore, each Application for Civic Events shall be routed to the Township Treasurer for a determination of any defaults to the Township. In the event a default to the Township exists, the Application shall be disapproved by the Treasury Department, with the nature of the default described as the reason of the disapproval.

TAX IDENTIFICATION NUMBER: 16-1718564

BRIEF DESCRIPTION OF ORGANIZATION'S PURPOSE AND/OR FUNCTION:

Fireworks display to celebrate 4th of July on Whitmore Lake

IS THE ORGANIZATION NON-PROFIT? YES NO
If yes, attach a copy of the organizations Sales Tax Exempt Certificate.

DOES YOUR GROUP PRESENTLY HAVE LIABILITY INSURANCE? YES NO

GENERAL LIABILITY INSURANCE IS REQUIRED NAMING NORTHFIELD TOWNSHIP AS ADDITIONAL INSURED. IF FOOD IS BEING SERVED, PRODUCT LIABILITY MUST BE INCLUDED. LIMITS OF LIABILITY SHOULD BE NO LESS THAN \$1,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE.

PLEASE GIVE A DESCRIPTION OF THE PROPOSED CIVIC EVENT. (Attach additional pages if necessary)

ANNUAL EVENT: Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): Weekend before or after 4th of July

Or Next year's specific date(s): _____

PROCEEDS OF THIS EVENT WILL BE USED FOR:

While proceeds are not expected any funds generated will be used to pay for this years fireworks show or banked to
pay for next years show.

IF THE PROPOSED CIVIC EVENT IS A PARADE OR RUN/WALK EVENT, PLEASE LIST THE POINT OF ORIGIN, PATH, TERMINATION POINT, NUMBER OF ENTRIES AND TRAFFIC CONTROL PLAN AS NECESSARY. (Use attached map to clarify the route)(FEE IS WAIVED FOR 4TH OF JULY PARADE AND HOMECOMING PARADE)

ARE YOU PLANNING TO CHARGE AN ADMISSION FEE? YES NO

IF YES, WHAT KIND AND HOW MUCH?

DO YOU PLAN ON UTILIZING VENDORS AND/OR EXHIBITORS FOR SALES OF ANY KIND?
YES NO

IF YES, COMPLETELY FILL OUT THE ATTACHED VENDOR CONTACT INFORMATION SHEET(S).

WHAT IS THE FEE CHARGED FOR EACH VENDOR? _____

DO YOU PLAN TO CONTRIBUTE REVENUES RECEIVED FROM THIS EVENT TO LOCAL ORGANIZATIONS AND/OR COMMUNITY GROUPS? YES NO

IF YES, TO WHOM AND HOW MUCH?

WHAT IS THE EXPECTED ATTENDANCE FOR THIS EVENT? Approximately 1000 people

DO YOU PLAN ON SUPPLYING ADDITIONAL RESTROOM FACILITIES? ☒ YES ☐ NO

NUMBER OF VOLUNTEERS / STAFF? Approximately 20

HOW WILL THIS EVENT BENEFIT THE RESIDENTS AND/OR IMPROVE THE QUALITY OF LIFE IN NORTHFIELD TOWNSHIP?

The celebration brings the community together. People attending the event will support our local businesses.

ELECTRICAL SERVICES REQUIRED (Please Be as Accurate as Possible)

No

OTHER UTILITIES REQUIRED (Please Be as Accurate as Possible)

No

TOWNSHIP FACILITIES REQUESTED (Please Be as Accurate as Possible)

No Township facilities needed

DO YOU PLAN TO UTILIZE OFF-SITE PARKING FACILITIES ☒ YES ☐ NO

IF SO, WHAT LOCATION IS PLANNED? The North Village/ Community Park next to the post office

WHAT IS YOUR PLAN FOR TRANSPORTATION FROM THE PARKING AREA TO THE EVENT LOCATION?

Currently not anticipating needing transportation, walking or viewing from the parking area is expected.

SIGNAGE REQUESTED (Detail sign locations on the attached map and provide sign renderings)

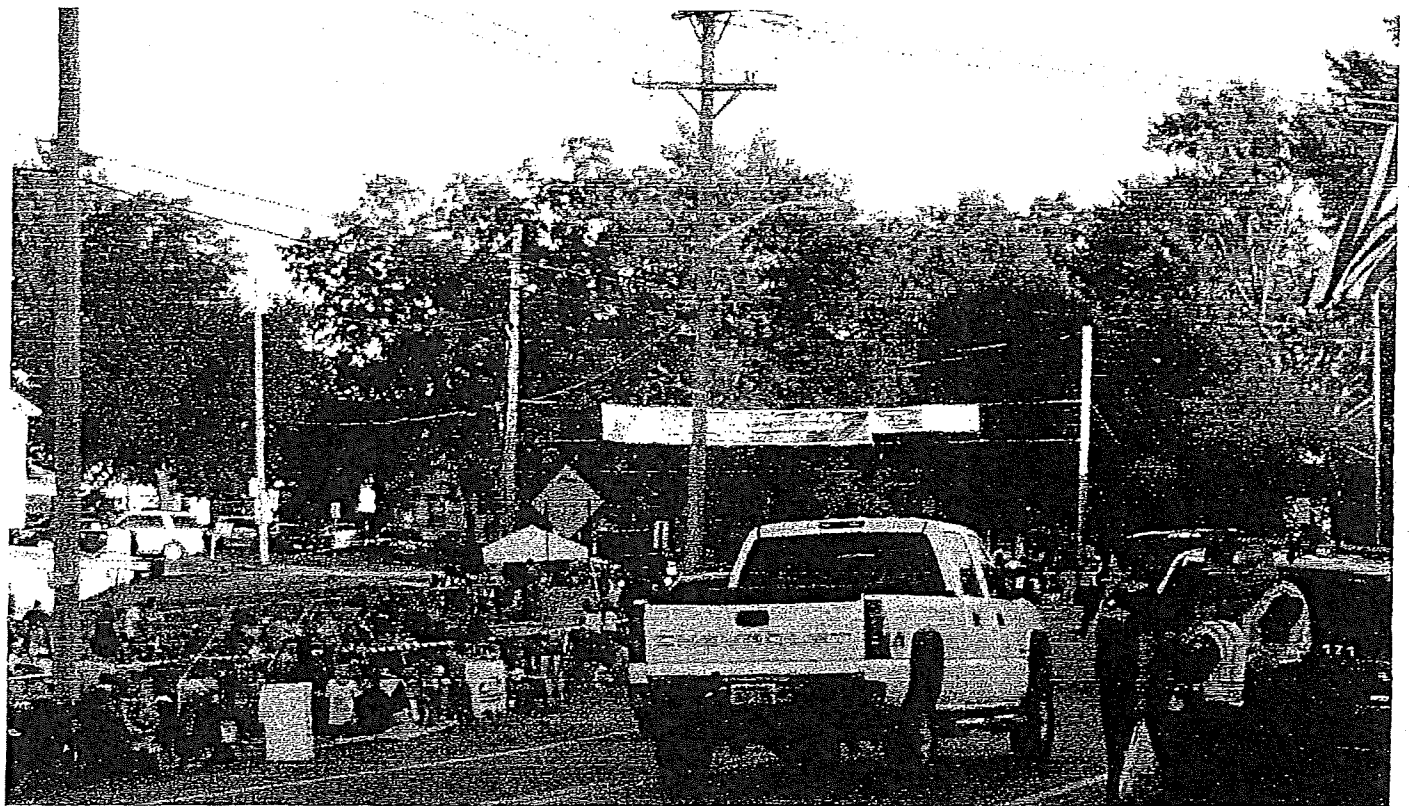
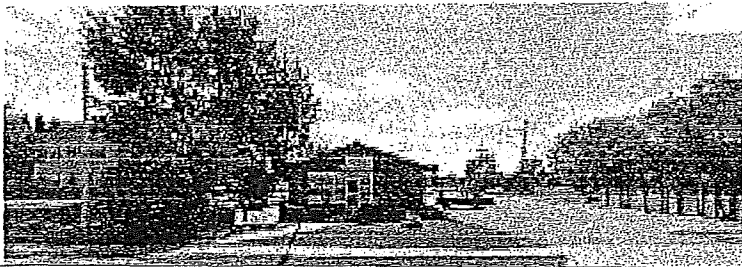
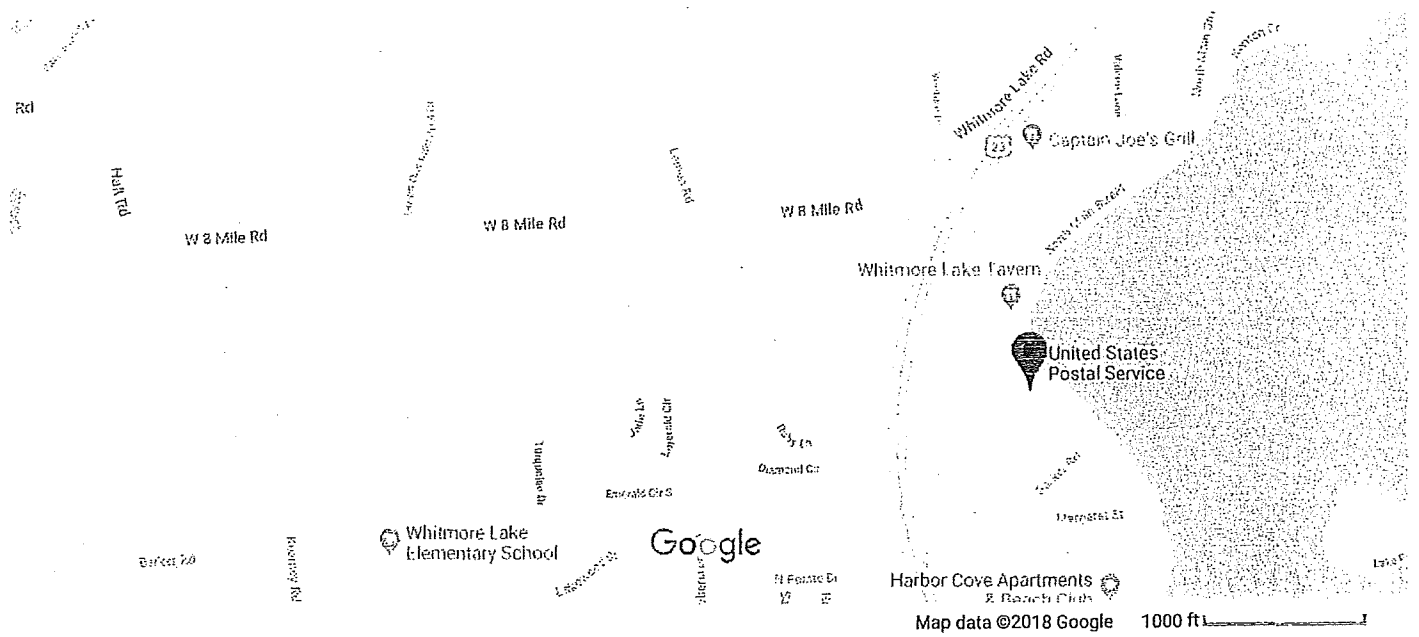
Number of Signs One

Types of Signs Banner

Locations of Signs Banner to be placed over road in front of the post office

Date Signs Posted Fri May 25th

Date Signs Removed July 14th



PLEASE ATTACH LIST OF EQUIPMENT; STAGE, TENTS, VEHICLES, ETC., THAT YOU PROPOSE TO USE IN THE EVENT OR BRING ONTO TOWNSHIP PROPERTY, STREETS OR PARK AREAS - (ALL SUBJECT TO APPROVAL).

STREET CLOSURE

ARE YOU REQUESTING A STREET CLOSURE FOR YOUR EVENT? YES NO
If yes, detail the street(s) you would like closed, and the location of the closure(s) on the attached map.

ALCOHOL

DO YOU WANT TO SELL AND/OR SERVE ALCOHOL? YES NO

IF YES, PLEASE SEE THE ATTACHED SHEET TITLED "ALCOHOL" AND FILL IN THE QUESTIONS COMPLETELY AND IN DETAIL.

SECURITY

If the event requires the overnight setup or storage of goods, equipment, etc. security is the responsibility of the event applicant.

IF YOUR EVENT REQUIRES OVERNIGHT SECURITY, PLEASE PROVIDE THE FOLLOWING DETAILS OF YOUR SECURITY PLAN:

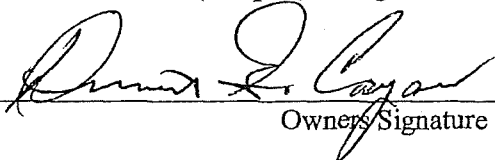
ON SITE REPRESENTATIVES NAMES AND CONTACT NUMBRs:

<u>Name</u>	<u>Contact number</u>
_____	_____
_____	_____
_____	_____

Owner(s) Affidavit*

Whitmore Lake 4th of July
I, Celebration Committee, have authorized Dennis G. Cazan as My
(company or organization owner) (Civic Event Applicant)

Representative for the purpose of obtaining a Civic Event permit(s) from Northfield Township
for my organization located at _____
(company or organization address)



Owners Signature


25 March 2018

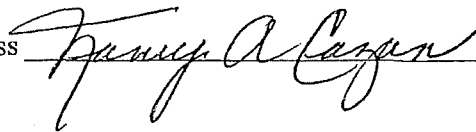
Date

INDEMNIFICATION AGREEMENT

Whitmore Lake 4th of July
The Celebration Committee agree(s) to defend, indemnify, and hold harmless the Township of
(business/organization)

Northfield, Michigan, and its agents, officials and employees from any claim, demand, suit, loss, cost of expense, or any damage that may be asserted, claimed or recovered against or from the Whitmore Lake 4th of July Committee (business/organization) and/or the Township of Northfield, by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of Northfield Township or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 24 - March - 2018

Witness  Date 24 Mar 2018

ALCOHOL

PLEASE GIVE A BRIEF DESCRIPTION OF THE TYPE OF ALCOHOL TO BE SOLD / SERVED

N/A

WHO WILL BE THE ALOCHOL LICENSE HOLDER?

N/A

ON THE ATTACHED MAP, DETAIL THE LOCATIONS WHERE ALOCHOL WILL BE SOLD / SERVED.

DESCRIBE IN DETAIL YOUR ALCOHOL MANAGEMENT PLAN

N/A

**** IF ALCOHOL SALES OR SERVICE IS APPROVED BY THE TOWNSHIP BOARD AS PART OF THIS EVENT, THE APPLICANT MUST ALSO RECEIVE APPROVAL FROM THE LIQUOR CONTROL COMMISSION**

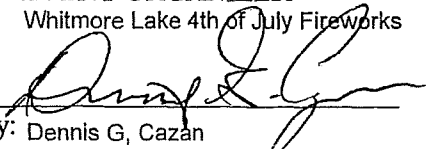
**** IF ALCOHOL SALES OR SERVICE IS APPROVED, EVENT INSURANCE MUST INCLUDE AN ADDITIONAL INDEMNIFICATION FOR ALOCHOL**

ADDITIONAL CIVIC EVENT REQUIREMENTS

- Inspection by Northfield Township Fire and Police Departments is required prior to start of event.
- Any temporary electrical supply provided during a civic event shall be subject to Northfield Township inspection and approval
- A site map shall be provided for all civic events, as required by Northfield Township Public Safety Officials
- No pets are permitted downtown during civic events, unless approved as part of the event.
- No open flame cookers or heaters are permitted without prior approval from the Northfield Township Fire Department.
- Any additional restroom facilities deemed necessary by Northfield Township for this event are to be supplied by the event organizer
- Event organizer staff / volunteers / vendors are responsible for trash control and cleanup.
- Depending upon the type of event, organizer may be required to provide security.
- If radio communications are utilized during civic event, event organizer shall ensure Northfield public safety officials have access to radio or frequencies.
- Event organizer is responsible for arranging for EMS (Ambulance) at the event.
- If privately-owned property is to be utilized by the event organizer as part of any civic event for parking, staging, or similar uses, the event organizer shall be responsible for ensuring there exists all necessary land usage agreements with the private property owner(s), which shall be reviewed and approved by Northfield Township, to ensure adequate ingress, egress, police and fire protection, insurance, etc.

Accepted and agreed to:

EVENT ORGANIZER
Whitmore Lake 4th of July Fireworks


By: Dennis G. Cazan
Its: President

Dated: 24-March, 2018

NORTHFIELD TOWNSHIP APPROVALS/RECOMMENDATIONS/COMMENTS

Whitmore Lake 4th of July Fireworks

Event Title

Police Dept: _____ **Date:** _____

Comments: _____

Fire Dept: _____ **Date:** _____

Comments: _____

Other, if necessary: _____ **Date:** _____

Comments: _____

Clerk: _____ **Date:** _____

Comments: _____

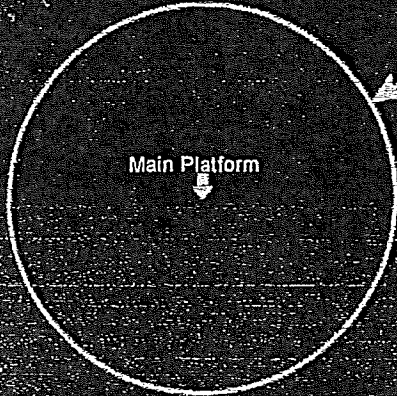
BOARD OF TRUSTEES ACTION: _____ **Date:** _____

VENDOR CONTACT INFORMATION

Company Name	Representative	Phone #	Items Being Sold / Exhibited	On Site Contact Name	On Site Contact Phone #
KONA ICE	John Price	⁵⁸⁶ 709-3288	SNO CONES Beverages	John Price	⁵⁸⁶ 709-3288
MARCO'S PIZZA	Cassandra Blaisdale	⁷³⁴ ⁴⁴⁹ -1111 730-4517	PIZZA Beverages	Cassandra	734-7304517
Possible Others					

Minimum Safety Radius:
(Per NEPA 1123)

- 3" - 210' Radius
- 4" - 280' Radius
- 5" - 350' Radius
- 6" - 420' Radius
- 8" - 560' Radius



1,000 Radius
Fallout Zone

Main Platform

Launch Location

ACE
PYRO
LLC

Imagery Date: 5/8/2010 42°29'35.20"



CERTIFICATE OF LIABILITY INSURANCE

WHITM-3

OP ID: DF

DATE (MM/DD/YYYY)

03/08/2018

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

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

PRODUCER Abbott Ins & Financial Center 2205 Abbot Road East Lansing, MI 48823 Dennis K Fisher	CONTACT NAME: Dennis K Fisher		
	PHONE (A/C, No, Ext): 517-351-5785	FAX (A/C, No): 517-351-1122	
INSURED Whitmore Lake 4th of July Committee P.O. Box 424 Whitmore Lake, MI 48189	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NSP 1297466	05/10/2018	05/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NSP 127466	05/10/2018	05/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Northfield Township is listed as an additional named insured on a primary and non contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

Northfield Township
8350 Main Street
P.O. box 576
Whitmore Lake, MI 48189

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

AUTHORIZED REPRESENTATIVE

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RECEIVED

APR 05 2018

NORTHFIELD TOWNSHIP



Civic Event Application

Northfield Township

8350 Main Street

Whitmore Lake, Michigan 48189

(734) 449-2880

OFFICE USE
ONLY

4/5/18

Date Received

By [Signature]

FEE - \$100.00

Non-Profit

Date Received

waived

By

** APPLICATIONS MUST BE FILLED OUT COMPLETELY BEFORE THEY WILL BE CONSIDERED FOR REVIEW **

4/5/2018 German Park Recreation Club Walter Jarvis

Application Date

Name of Organization

Name of Applicant

5549 Pontiac Trail Ann Arbor MI 48105

Street Address

City

State

Zip

517-416-1519

Cell Phone

Home Phone

Work Phone

Fax

1 prezofg@gmail.com

Email Address

(optional)

German Park Open Picnics

Event Title

5549 Pontiac Trail Ann Arbor MI 48105

Event Location

EVENT DAYS / TIMES (Please stipulate the following information for each date of event)

DATE	Day of Week	Beginning Time	Ending Time
6-30-18	Saturday	4:00 pm	11:00 pm
7-28-18	Saturday	4:00 pm	11:00 pm
8-25-18	Saturday	4:00 pm	11:00 pm
N/A	N/A	N/A	N/A

Set up Time/Day Tear down Time / Day* Rain Date (if applicable)

* Tear down time will be strictly enforced. It is the applicant's responsibility to ensure the teardown of all materials with their on-site vendors, sponsors, etc. is complete by the teardown time given above.

ORGANIZATION / APPLICANT INFORMATION

Applications for Civic Events in Northfield Township shall NOT be approved for applicants in default to the Township. Therefore, each Application for Civic Events shall be routed to the Township Treasurer for a determination of any defaults to the Township. In the event a default to the Township exists, the Application shall be disapproved by the Treasury Department, with the nature of the default described as the reason of the disapproval.

TAX IDENTIFICATION NUMBER: 38-1777787

BRIEF DESCRIPTION OF ORGANIZATION'S PURPOSE AND/OR FUNCTION:

Social Club

IS THE ORGANIZATION NON-PROFIT?

☒ YES

NO

If yes, attach a copy of the organizations Sales Tax Exempt Certificate.

DOES YOUR GROUP PRESENTLY HAVE LIABILITY INSURANCE?

☒ YES

NO

GENERAL LIABILITY INSURANCE IS REQUIRED NAMING NORTHFIELD TOWNSHIP AS ADDITIONAL INSURED. IF FOOD IS BEING SERVED, PRODUCT LIABILITY MUST BE INCLUDED. LIMITS OF LIABILITY SHOULD BE NO LESS THAN \$1,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE.

PLEASE GIVE A DESCRIPTION OF THE PROPOSED CIVIC EVENT. (Attach additional pages if necessary)

German Cultural Family Festival

ANNUAL EVENT: Is this event expected to occur next year?

☒ YES

NO

If Yes, you can reserve a date for next year with this application). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): _____

Or Next year's specific date(s): _____

PROCEEDS OF THIS EVENT WILL BE USED FOR:

Members social events & property/
maintenance

IF THE PROPOSED CIVIC EVENT IS A PARADE OR RUN/WALK EVENT, PLEASE LIST THE POINT OF ORIGIN, PATH, TERMINATION POINT, NUMBER OF ENTRIES AND TRAFFIC CONTROL PLAN AS NECESSARY. (Use attached map to clarify the route)(FEE IS WAIVED FOR 4TH OF JULY PARADE AND HOMECOMING PARADE)

ARE YOU PLANNING TO CHARGE AN ADMISSION FEE?

☒ YES

☐ NO

IF YES, WHAT KIND AND HOW MUCH?

\$5 - to guests over the age of 12

DO YOU PLAN ON UTILIZING VENDORS AND/OR EXHIBITORS FOR SALES OF ANY KIND?
YES ☒ NO

IF YES, COMPLETELY FILL OUT THE ATTACHED VENDOR CONTACT INFORMATION SHEET(S).

WHAT IS THE FEE CHARGED FOR EACH VENDOR? _____

DO YOU PLAN TO CONTRIBUTE REVENUES RECEIVED FROM THIS EVENT TO LOCAL ORGANIZATIONS AND/OR COMMUNITY GROUPS? YES ☒ NO

IF YES, TO WHOM AND HOW MUCH?

WHAT IS THE EXPECTED ATTENDANCE FOR THIS EVENT?

Approx. 3000 people

DO YOU PLAN ON SUPPLYING ADDITIONAL RESTROOM FACILITIES?

☒ YES

☐ NO

NUMBER OF VOLUNTEERS / STAFF?

125-150

HOW WILL THIS EVENT BENEFIT THE RESIDENTS AND/OR IMPROVE THE QUALITY OF LIFE IN NORTHFIELD TOWNSHIP?

Our events are an outdoor social gathering of people from throughout the region. The event provides a nice evening for people of all ages and promotes education of the German culture.

ELECTRICAL SERVICES REQUIRED (Please Be as Accurate as Possible)

OTHER UTILITIES REQUIRED (Please Be as Accurate as Possible)

TOWNSHIP FACILITIES REQUESTED (Please Be as Accurate as Possible)

DO YOU PLAN TO UTILIZE OFF-SITE PARKING FACILITIES

YES

☒ NO

IF SO, WHAT LOCATION IS PLANNED?

WHAT IS YOUR PLAN FOR TRANSPORTATION FROM THE PARKING AREA TO THE EVENT LOCATION?

SIGNAGE REQUESTED (Detail sign locations on the attached map and provide sign renderings)

Number of Signs

Types of Signs

Locations of Signs

Date Signs Posted

Date Signs Removed

PLEASE ATTACH LIST OF EQUIPMENT; STAGE, TENTS, VEHICLES, ETC., THAT YOU PROPOSE TO USE IN THE EVENT OR BRING ONTO TOWNSHIP PROPERTY, STREETS OR PARK AREAS - (ALL SUBJECT TO APPROVAL).

STREET CLOSURE

ARE YOU REQUESTING A STREET CLOSURE FOR YOUR EVENT? YES NO
If yes, detail the street(s) you would like closed, and the location of the closure(s) on the attached map.

ALCOHOL

DO YOU WANT TO SELL AND/OR SERVE ALCOHOL? YES NO

IF YES, PLEASE SEE THE ATTACHED SHEET TITLED "ALCOHOL" AND FILL IN THE QUESTIONS COMPLETELY AND IN DETAIL.

SECURITY

If the event requires the overnight setup or storage of goods, equipment, etc. security is the responsibility of the event applicant.

IF YOUR EVENT REQUIRES OVERNIGHT SECURITY, PLEASE PROVIDE THE FOLLOWING DETAILS OF YOUR SECURITY PLAN:

ON SITE REPRESENTATIVES NAMES AND CONTACT NUMBRS:

<u>Name</u>	<u>Contact number</u>
Marlene Meach	517-490-6717
Walter Jarvis	517-416-1519
_____	_____

Owner(s) Affidavit*

I, German Park Recreation Club, have authorized Walter Jarvis as My
(company or organization owner) (Civic Event Applicant)

Representative for the purpose of obtaining a Civic Event permit(s) from Northfield Township

for my organization located at 5549 Pontiac Trail Ann Arbor MI 48105
(company or organization address)

W Jarvis
Owners Signature

4.2.18
Date

INDEMNIFICATION AGREEMENT

The German Park Rec. Club agree(s) to defend, indemnify, and hold harmless the Township of
(business/organization)

Northfield, Michigan, and its agents, officials and employees from any claim, demand, suit, loss, cost of expense, or any damage that may be asserted, claimed or recovered against or from the German Park (business/organization) and/or the Township of Northfield, by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of Northfield Township or by third parties, or by the agents, servants, employees or factors of any of them.

Signature W. Fermin Date 4.2.18
Witness Marlene Mead Date 4-2-18

ALCOHOL

PLEASE GIVE A BRIEF DESCRIPTION OF THE TYPE OF ALCOHOL TO BE SOLD / SERVED

Beer & Wine

WHO WILL BE THE ALOCHOL LICENSE HOLDER?

German Park Recreation Club

ON THE ATTACHED MAP, DETAIL THE LOCATIONS WHERE ALOCHOL WILL BE SOLD / SERVED.

DESCRIBE IN DETAIL YOUR ALCOHOL MANAGEMENT PLAN

TIPS training Program renewed annually. ID checked at gate entrance by members who have been TIPS trained. Guests over 21 are handstamped. Designated driver program encouraged & advertised.

**** IF ALCOHOL SALES OR SERVICE IS APPROVED BY THE TOWNSHIP BOARD AS PART OF THIS EVENT, THE APPLICANT MUST ALSO RECEIVE APPROVAL FROM THE LIQUOR CONTROL COMMISSION**


**** IF ALCOHOL SALES OR SERVICE IS APPROVED, EVENT INSURANCE MUST INCLUDE AN ADDITIONAL INDEMNIFICATION FOR ALOCHOL**

ADDITIONAL CIVIC EVENT REQUIREMENTS

- Inspection by Northfield Township Fire and Police Departments is required prior to start of event.
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- If radio communications are utilized during civic event, event organizer shall ensure Northfield public safety officials have access to radio or frequencies.
- Event organizer is responsible for arranging for EMS (Ambulance) at the event.
- If privately-owned property is to be utilized by the event organizer as part of any civic event for parking, staging, or similar uses, the event organizer shall be responsible for ensuring there exists all necessary land usage agreements with the private property owner(s), which shall be reviewed and approved by Northfield Township, to ensure adequate ingress, egress, police and fire protection, insurance, etc.

Accepted and agreed to:

EVENT ORGANIZER


By: Walter Jarvis
Its: President

Dated: 4.2., 2018

**NORTHFIELD TOWNSHIP
APPROVALS/RECOMMENDATIONS/COMMENTS**

Event Title

Police Dept: _____ **Date:** _____

Comments: _____

Fire Dept: _____ **Date:** _____

Comments: _____

Other, if necessary: _____ **Date:** _____

Comments: _____

Clerk: _____ **Date:** _____

Comments: _____

BOARD OF TRUSTEES ACTION: _____ **Date:** _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2018

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

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

PRODUCER Kapnick Insurance Group P.O. Box 1801 Adrian MI 49221-7801		CONTACT NAME: Karol Judkins PHONE (A/C, No, Ext): 517-266-6456 E-MAIL ADDRESS: karol.judkins@kapnick.com FAX (A/C, No): 517-263-6658	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Michigan Millers Mutual	14508
		INSURER B : CNA Surety	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1361852138**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C0511829	7/11/2017	7/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C0511829	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Liquor Bond Liquor Liability			63533267 C0511829	6/30/2018 7/11/2017	8/26/2018 7/11/2018	Limit 1,000 Aggregate 1,000,000

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

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY

—Additional Insureds
—CG1078 (01/14) — Specialty Liability Pak
—Additional Insured - Managers or Lessors of Premises - Automatic Status
—Additional Insured - Lessor of Leased Equipment - Automatic Status
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Northfield Township
attn: William Wagner, Twp Manager
8350 Main St. PO Box 576
Whitmore Lake MI 48189

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Kapnick Insurance Group		NAMED INSURED German Park Recreation Club 10156 Arnold Dexter MI 48130	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Additional Insured – Broad Form Vendors - Automatic Status
- Additional Insured – State or Political Subdivisions Permits - Automatic Status
- Additional Insured - Volunteers - Automatic Status
- Additional Insured – Written by Contract - Automatic Status
- General Liability Waiver of Subrogation - Per Form CG1078 (01/14)

To: Township Board

From: Steve Aynes, Township Manager

RE: LAWNET Lease Change Request

Date: April 19, 2018

Construction often takes longer than expected. In the case of LAWNET, they anticipated completing construction by May 1. Lease payments were to start May 1.

Due to the delays, LAWNET is now asking that the starting date of payments begin July 1, 2018. This would coincide with the start of the Township's new Fiscal Year and Budget.

There would be a simple amendment adjusting the 5 year lease to start July 1, 2018 rather than May 1. The 5 year lease would end June 30, 2023 unless extended.

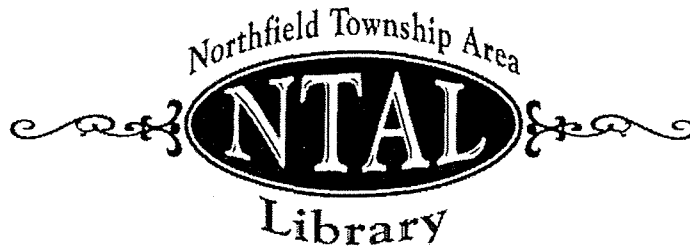
I would recommend the Board approve this adjustment and authorize the Township Attorney to review the amendment. The Board would also approve the Township Manager signing the revision.

To: Township Board of Directors
From: Steve Aynes, Township Manager
RE: MDOT Fee Waiver
Date: April 19, 2018

At the last meeting when MDOT asked the Township Board to waive the fees associated with the proposed Park & Ride project. There were some comments that the memo I prepared was not clear enough. So this is a revision in the interest of clarification.

<u>Development Step</u>	<u>Application</u>	<u>Township Fee</u>	<u>Board Approved Waiver</u>
Assign House Number	Address Application	\$ 50 (Paid)	Yes
Zoning Application	Setback & Zoning	\$ 200 (Paid)	No
Site Plan Review	Plan Review	\$ 880	No
Site Plan Review (2)	If needed	\$ 440	No
OHM Engineer Review	Engineering Review	\$ 500	No
Parcel Division	Assessor & County	\$ 500	Yes

Before I contacted MDOT, I thought it would be best to clarify the Board's Intent.



Wednesday, April 18, 2018

Northfield Township Board of Trustees,

On behalf of the Northfield Township Area Library I am requesting the Northfield Township Board of Trustees waive the site plan review fee of \$2,200.00 and the conditional use fee of \$1,850.00 for the Library's proposed pavilion construction.

Thank you in advance for your consideration.

Warm Regards,

Zaley Nelson, Director
Northfield Township Area Library

Northfield Township Area Library
125 Barker Rd., Whitmore Lake, MI 48189
Phone (734) 449-0066 Fax (734) 449-2252

NORTHFIELD TOWNSHIP MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576

Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

ZONING COMPLIANCE APPLICATION / CERTIFICATION

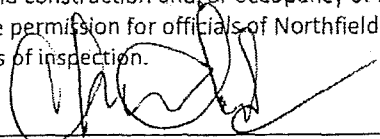
Zoning Compliance is required prior to new construction, alterations to an existing structure, or change of use.

This application must be accompanied by two (2) copies of scaled site plans meeting the information requirements of the Zoning administrator. Plans must be dated (mo., day, yr.), including revisions, notate scale, and include a directional 'North' arrow.

Proposed and existing structures must be included in plans. For non-residential uses in any zoning district, all buildings and structures, utilities, parking area, dumpsters, landscaping, sidewalks, paved drives, fences, sign locations, etc. must be clearly visible on plans.

Site plans must also list the name, address, and parcel number of the property being reviewed on the Zoning Application.

Applications for zoning compliance certificates shall be deemed abandoned (6) months after the date of filing unless diligently pursued or a building permit or certificate of occupancy is issued. Any certificate shall become invalid if the authorized work is suspended or abandoned for a period of six (6) months after commencement of work.

PROJECT NAME: <u>Northfield Twp. Library Pavillion</u>	
PROJECT ADDRESS: <u>125 Barter Rd. Whitmore Lake, MI 48189</u>	
PARCEL ID(S): <u>B-02-06-401-009</u>	IS THIS PROPERTY IN A FLOOD PLAIN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicant Information:	
Name: <u>Chris Childs / Tri-County Builders</u>	Name: <u>Zdley Nelson / Northfield Twp. Library</u>
Address: <u>11360 Old Hamburg Rd.</u>	Address: <u>125 Barter Rd. Whitmore Lake, MI 48189</u>
Phone: <u>Whitmore Lake, MI 48189 (810) 691-7089</u>	Phone: <u>(734) 449-0066 ext. 5</u>
Email: <u>tricitybuilder@gmail.com</u>	Email: <u>znelson@ntal.org</u>
If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.	
Proof of Ownership Attached: <input checked="" type="checkbox"/>	Non-Owner Affidavit Attached: <input type="checkbox"/>
If applicant is not the owner, describe applicants interest in the property: _____	
PROPERTY DESCRIPTION	
Description of Proposed Use: <u>Building outdoor pavillion 30x40</u>	
Sanitary Facilities: <input type="checkbox"/> Sewer; Sewer Tap Permit #: _____ <input type="checkbox"/> Septic; WCHD Permit #: _____	
Zoning Classification(s): AR LR MR MHP SR1 SR2 LC HC GC LI GI RTM ES PUD PSC RC RD <u>WLD-D</u> W.L./N.T. Overlay OTHER: _____	
Type of Construction/Alteration: <u>Building Pavillion</u>	
Project Start Date: _____	Project Completion Date: _____
AUTHORIZED SIGNATURE	
In the case of a false statement or misrepresentation of fact in the application or on the plans on which the certificate is based, any zoning compliance certificate issued thereto shall be null and void. I hereby acknowledge the above facts and those on the attached site sketch and prints to be true to the best of my knowledge and state that said construction and/or occupancy of the structure and/or site shall occur in accordance with this certificate. Further, I agree to give permission for officials of Northfield Township, Washtenaw County and the State of Michigan to enter the property for the purposes of inspection.	
 Applicant(s) Signature	<u>4-5-18</u> Date

FOR OFFICE USE ONLY

Received Date:

RECEIVED

APR 05 2018

NORTHFIELD TOWNSHIP

Paid Date:

PAID

APR 05 2018

NORTHFIELD TOWNSHIP
TREASURER

Existing Legal Non-Conformities:

☐ Yes ☒ No

If yes, explain below:

ZONING COMPLIANCE CERTIFICATE:

☐ Approved: Date _____☐ Denied: Date _____☒ Approved As Noted: Date 4/16/18☒ Conditional Use Required☒ Site Plan Approval Required

COMMENTS:

SEE ATTACHED COMMENT SHEET.

Zoning Administrator Signature

Date

4/16/18

AREA OF CONCERN

Landscaping:

1 Greenbelt

Complies

Does Not Comply

N/A

2 Parking lot islands, etc.

3 Site Landscaping

4 Foundation Planting

5 Dumpster Screening

6 Comments:

Signs:

7 Number of Signs

8 Size and area

9 Comments:

Comments:

Engineering:

Utilities:

☐ Connection fee's paid

Fire Chief:

☐ Inspection Complete

Access:

Other Conditions of Approval:

Additional Comments:

125 Barker Road

Applicant: Chris Childs (Tri-County Builders)/(owner: Northfield Township Library)
Request: Construction of a 30' x 40' outdoor pavilion
Zoning: WLD-D (Whitmore Lake Downtown District)
Action: APPROVED with conditions (see comments below)

Comments:

The site is the location of the Northfield Township library. The applicant is requesting approval to construct a new 30' x 40' pavilion structure on the southeast corner of the site. While a specific use statement is not noted, we assume the pavilion is intended as a public use space/amenity.

The site is zoned WLD-D (Whitmore Lake Downtown District). The library is a public building/use and the proposed pavilion is accessory to the principal use of the site and permitted as a conditional use in the WLD-D district per Section 36-340 of the Zoning Ordinance. The 1,200 square foot pavilion is to be constructed of aluminum, hardy plank siding and provided with a standing seam metal roof. The pavilion is to be provided with sidewalk connections from the existing parking lot. The structure complies with the required rear and side yard setbacks, while the front yard placement will be reviewed by the PC.

Per Section 36-864 (b) site plan review and approval is required for all proposed uses and structures within the Township except for individual single-family dwellings. Under the provisions of Section 36-833, the Township Board shall have the authority to grant conditional use permits, subject to such conditions of design and operation, safeguards and time limitations as it may determine for only those conditional uses specified in the various district provisions.

The applicant's request is therefore approved, subject to site plan approval from the Planning Commission and approval of the conditional use from the Township Board of Trustees.

Zoning Administrator
4-16-18

Receipt# 10-1685 5975739
09/30/2010 Washtenaw County, Michigan
Real Estate Transfer Tax
Tax Stamp # 119887

County Tax: \$165.00 State Tax: \$1125.00



L: 4809 P: 84 5975739 D

09/30/2010 11:49 AM Total Pages: 2
Lawrence Kestenbaum, Washtenaw Co



WARRANTY DEED

File No. SST508-6645

The Grantor(s) Robin G. Porter
whose address is 524 Garnet Circle, Whitmore Lake, MI 48189

convey(s) and warrant(s) to Northfield Township Area Library Board
whose address is 125 Barker Road, Whitmore Lake, MI 48189

the following described premises: See attached legal description,

for the full consideration of: \$149,900.00,

subject to easements and restrictions of record, and to the lien of property taxes not yet due and payable.

Dated this 24th day of SEPT, 2010.

Witnesses:

Robin Porter

Robin G. Porter, AKA ROBIN G. PORTER

State of Michigan, County of Washtenaw

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 6467600

The foregoing instrument was acknowledged before me this 24th day of SEPT, 2010, by
Robin G. Porter.

J. H. Pendergrass
Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires 5-06-13

J. H. Pendergrass
Notary Public

County, Michigan

Acting in the County of ~~Washtenaw~~ OK WASHTENAW

My Commission expires: _____

County Transfer Tax: \$165.00

State Transfer Tax \$1,125.00

Parcel No.: B-02-06-401-004

Instrument drafted by: Robin G. Porter, 524 Garnet Circle, Whitmore Lake, MI 48189

When recorded, return to: Northfield Township Area Library Board, 125 BARKER RD, Whitmore Lake,
MI 48189 - ATT: DEB HENDRICH

Time Submitted for Recording
Date 9-30 2010 Time 9:07 am
Lawrence Kestenbaum
Washtenaw County Clerk/Register

91



LEGAL DESCRIPTION ATTACHED TO DEED

File No.: SST508-6645

Land situated in the Township of Northfield, County of Washtenaw, State of Michigan, to-wit:

Part of the Southeast 1/4 of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, which said part is described as follows: BEGINNING at a point 10 rods South of the East 1/4 corner of said Section; running thence South 66 feet; thence West 232.64 feet; thence North 37° 16' West 83 feet; thence East 282.90 feet to the Place of Beginning.

Parcel No.: B-02-06-401-004

Commonly known as: 9493 West Street, Whitmore Lake, Michigan 48189

NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Jennifer Carlisle
Date: 4/19/2018
Re: County Clean-up Day

Dear Township Board,

Over the past 4 years, Northfield Township has sponsored a Washtenaw County Clean-up Day in our township. This began as a way to allow residents the opportunity to get rid of bulk items and household hazardous wastes at minimal cost (by way of donations) in an effort to reduce blight throughout the Township. Last year's Clean-up Day was huge success with over 300 cars participating, and over 10 large dumpsters of waste being removed from our community. Our next Clean-up Day is scheduled for June 9, 2018.

After the success of the first Clean-up day in 2014, the Township Board had agreed to contribute \$2000 annually toward the Clean-up day to help the County with vendor costs. The Washtenaw County Water Resources Commission is grateful for the support they have received from our community in the past, and is asking the Township Board if they are interested in continuing with their monetary support for this event.

Sincerely,

Jennifer Carlisle
Administrative Assistant

Washtenaw County Clean Up Day

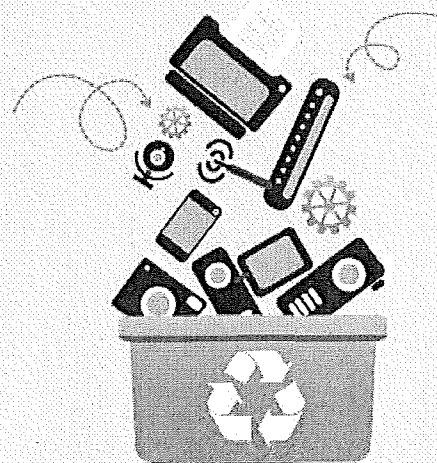
Saturday, June 9, 2018
9AM - 2PM

Northfield Township Hall
8350 Main St., Whitmore Lake

What to bring

- Traditional recyclable materials
(glass, cardboard, plastic, paper, scrap metal)
- Appliances
(refrigerator, dryer, a/c unit, etc.)
- Household hazardous materials
(paint, pesticides, cleaning supplies, oil, etc.)
- Tires
- Electronics
(TV, computer, etc.)
- Bulky household items
(mattress, furniture, etc.)
- Construction and demolition waste
(drywall, wood, bricks, etc.)

*No household garbage or driveway
concrete/asphalt will be accepted!*



Suggested donations

Please consider a **minimum donation of \$10.00** to help support this effort.

Bring 4 tires for free. We request a donation of \$5 for each additional tire.

Bring 1 TV, computer or appliance for free. We request a donation of \$10 for each additional item.

This event is for Washtenaw County residents. Sorry, but we can't accept materials from businesses or out-of-county residents.

Call **734-222-3810** or visit **<http://recycle.ewashtenaw.org>** for more info!



Sponsored by:

Washtenaw County Water Resources Commissioner's Office
Board of Public Works • Northfield Township

NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Steve Aynes
Date: 4/19/2018
Re: Items for Auction

Dear Township Board,

With the recent lease of the 2nd floor, we cleared the area so LAWNET could begin their planning and construction. There are many items that are no longer needed by the township. State Law requires that we attempt to sell items of value before we can dispose of them. Attached is a list of items that the township no longer needs. We are requesting that the board allow an auction to be held to get rid of these items. A date is still to be determined, but we would like to hold the auction before the Clean-up day, so that remaining items can be disposed of at that time.

Sincerely,

Steve Aynes
Northfield Township Manager

Auction Items

Item	Quantity	Dimensions	Details	Notes
Carpet	3	12'x40'	gray with blue & pink tones	
Rocking Chair	1	44"(w)x39"(h)x33"(d)	Blue denim, some wear and stains	
Ottoman/Foot Stool	1	22"(w)x29"(d)x18"(h)	tan, good condition	
Book Shelf	1	24"(w)x60"(h)x9.5"(d)	damage to top shelf; wobbles	
Desk - Wooden	1	75"(w)x18"(d)x29"(h)	stains & scratches on top surface; 4 drawers - all functional; do not have key for drawer locks	
Metal Work Table/desk	1	62.5"(w)x30"(d)x30"(h)		
Wooden Work Table/desk	1	41.5"(w)x22.5"(d)x26.5"(h)		
Desk Top Shelving(possibly goes with above Work Table)	1	41"(w)x12.5"(d)x32"(h)		
Training Tables - Trapezoid Shaped	3	23"(d)x29.5"(h)x 57.5"(w - long side)/ 32"(w - short side)		
VHS Tapes	21		Blank, unused, still in plastic	
Cubicle Dividers w/ connectors	11	67"(h)x61"(w)x2.5"(d)	Pink	
	6	67"(h)x25.5"(w)x2.5"(d)		
	19	67"(h)x36"(w)x2.5"(d)		
	2	43"(h)x49"(w)x2.5"(d)		
Computer components	various	various		
Lazy Susan	1	15.5" across		
Square End Table	1	24"(w)x24"(d)x20"(h)	damaged top and discoloration on side	
Office Chairs	various	various	2pc sets and singles	
Desk - Wooden	1	71.5"(w)x36"(d)x29.5"(h)	5 drawers - all functional	
Typewriter	1		IBM Wheelwriter 10 - Series II	
Speakers	set of 2	8"(w)x8"(d)x15"(h)	Magnavox S-8752 Air Suspension; no outside wiring; some surface damage; not tested to see if they are functional	
Kyocera FS-C5020N Color Printer	1		Needs Repair	Cost more to fix than to replace
Kyocera FS-C5020N Toner Kits	5		2 Yellow, 1 Magenta, 1 Cyan, 1 Black	

Metal Desk - Black	1	60"(w)x30"(d)x30"(h)	3 drawers - all function, corner bracket - do not have extension	
Metal Desk - Green	1	60"(w)x30"(d)x19.5"(h)	5 drawers - all functional; do not have key for drawer lock	
Computer Keyboards	17	various	have not tested to see if they are functional; great for young kids pretend play	
10 key calculator	4	various	1 does not work could be used for parts, others have not been tested to see if they are functional; great for young kids pretend play	
Paper Shredder	1	16"(w)x9"(d)x14"(h)	TechKo SH3112PF Strip Cut Shredder	Does not Cross-cut: Prefer Crosscut for security purposes
Office Phones	11		Old Police Dept Phones: AVAYA 4412D+	Phones were replaced
Computer Monitor	2		1 Samsung, 1 Compaq; older box versions; not tested to see if they are functional	
Cassette Player	1	16.5"(w)x12"(d)x5"(h)	RCA SCT-520 High Speed Dubbing Stereo Cassette Deck	Old AV equipment no longer needed
Cassette Player	1	16.5"(w)x9.5"(d)x4.25"(h)	Pioneer CT-W602R Stereo Double Cassette Deck	Old AV equipment no longer needed
CD Player	1	17"(w)x14.25"(d)x4.25"(h)	Technics SL-PD787 Compact 5-Disc Changer	Old AV equipment no longer needed
HP Color LaserJet Printer	1	20.25"(w)x19"(d)x14"(h)	CP3525n - Needs Repair	Costs more to fix than to replace
HP Toner/Ink Cartridges	5		for CP3525n: 1 Cyan, 1 Magenta, 1 Yellow, 2 Black	
	2		HP LaserJet 98A: Black - 1 New/Unopened; 1 Opened/Unused	No longer have this style printer
	2		HP LaserJet CE505X: Black - 1 New/Unopened; 1 Opened/Unused	Not compatible with printers; Opened - Unable to return
	1		HP LaserJet 92295A: Black Opened/Unused	No longer have this style printer

HP Toner/Ink Cartridges	1		C3105A: Black - New/Unopened	No longer have this style printer
Konica Toner Cartridges	2		TN710: Black - New/Unopened	No longer have this style printer/copier
Xerox WorkCentre Toner Cartridge	1		Black - Opened/Unused: for use on multiple Xerox Models	No longer have this style copier
TV Adjustable Wall-Mount & VCR Bracket	1		Peerless PM 1327 & PM 47: Adjustable TV mount 13-27"; Capacity 36 pounds	
Keyboard and Mouse Tray	1		Intellaspaces Easy Riser - Adjustable, Ergonomic tray for keyboard and mouse	
Digital AV Mixer	1		Panasonic WJ-MX 30	Old AV equipment no longer needed
Stereo Sound Mixer	1		Radio Shack SSM-60	Old AV equipment no longer needed
VCR	1		Panasonic PV-VS4821 Omnivision VCR Plus Gold	Old AV equipment no longer needed
Video Titlemaker	1		Videonics Video Titlemaker 3000	Old AV equipment no longer needed
4 Channel Video Mixer	1		Roland V-4 4 Channel Video Mixer	Old AV equipment no longer needed
Headset with Microphone	1		Plantronics	Old AV equipment no longer needed
Cassette Deck	1		TEAC W-790R Double Cassette Deck	Old AV equipment no longer needed
TV	1		13" 2004 - Memorex MT 1134	

To: Township Board
From: Steve Aynes, Township Manager
RE: Health Savings Account (HSA)
Date: April 5, 2018

This is a restatement of the Agreement from 2012 providing this program for qualified employees of the Township who are covered under the Blue Cross/Blue Shield Health programs.

The HSA is provided through Burnham & Flower Insurance Group. This is for an indefinite period of time that started January 1, 2017.

This Agreement has been reviewed on behalf of the Township by the Labor Attorney who expressed no concerns about the Township proceeding with this agreement.

Attached is the agreement including a summary and the proposed Resolution.

Thank you for your consideration.

Burnham & Flower

INSURANCE GROUP

NORTHFIELD (TOWNSHIP OF)-HSA

NORTHFIELD (TOWNSHIP OF)-HSA

8350 Main Street

Whitmore Lake, MI 48189

Section 125 Premium Only Plan

Plan Document

Amended and Restated January 01, 2017

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Introduction

The company amends and restates this Plan as of January 01, 2017 with an original effective date of July 01, 2012. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the NORTHFIELD (TOWNSHIP OF)-HSA Premium Only Plan (the "Plan").

I. Article - Definitions

01. **"Administrator"** means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event an Administrator has not been appointed, or resigns from an appointment, the Employer shall be deemed to be the Administrator.
02. **"Benefit"** means any of the optional benefit choices available to a Participant as outlined in the Section titled: "Benefit Options".
03. **"Cash In Lieu of Benefit"** means a taxable payment made by the Plan Sponsor to an Eligible Employee in lieu of the Eligible Employee's participation in Health Care Benefits during the Plan Year, provided the Eligible Employee (i) elects to waive his or her participation in Health Care Benefits and (ii) completes the appropriate benefits waiver forms.
04. **"Code"** means Section 125 of the Internal Revenue Code of 1986, as amended or replaced from time to time, and any governing regulations or applicable guidance thereunder.
05. **"Compensation"** means the total cash remuneration received by the Participant from the Employer during a Plan Year, prior to any reductions pursuant to an Election to Participate form authorized hereunder.
06. **"Dependent"** means any individual who is so defined under an Insurance Contract or who is (i) a Qualifying Child (within the meaning of Code Section 152(c), subject to the exceptions of Code Section 152(b)) or Participant's child (within the meaning of Code Section 152(f)(1)) who has not attained age 27 as of the end of the taxable year, or (ii) a Qualifying Relative who qualifies as a dependent under an Insurance Contract or under (within the meaning of Code Section 152(d), subject to the exceptions of Code Section 152(b)) (as modified by Code Section 105(b)), as applicable. Certain provisions of "Michelle's Law," in which the requirement that a Dependent child have a full-time status in order to extend coverage past a stated age, will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as a reduction of hours). Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.
07. **"Effective Date"** means the effective date of the Plan which is July 01, 2012.
08. **"Election Period"** means the period immediately preceding the beginning of each

Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's Initial Election Period shall be determined pursuant to the Section titled: "Initial Elections".

09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility". However, 2% shareholders as defined under Code Section 1372(b) and self-employed individuals as defined under Code Section 401(c) shall not be eligible to participate in this Plan. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.
10. **"Employee"** means any person who is employed by the Employer, but generally excludes any person who is employed as an independent contractor and any person who is considered self-employed under Code Section 401(c), as well as any person who is a greater than two percent (2%) shareholder in a Subchapter S corporation, a partner in a partnership or an owner or member of a limited liability company that elects partnership status on its tax return. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2), unless excluded by the terms of an Insurance Contract.
11. **"Employer"** means the or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer (as defined in the Article titled: "Definitions"), that adopts this Plan; and any successor, that maintain this Plan; and any predecessor that has maintained this Plan.
12. **"Health Savings Account"** means an account established in accordance with Code Section 223(d) to which part of any Eligible Employee's Salary Redirection amounts may be allocated.
13. **"Highly Compensated Employee"** means, for the purposes of determining discrimination, an Employee so described in Code Section 125 and the Treasury Regulations thereunder.
14. **"HSA Trustee"** means the designated Trustee (as defined under Code Section 223(d)(1)(B)) of any Trust established for qualifying account beneficiaries who elect to establish a Health Savings Account.
15. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.
16. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the Section titled: "Benefit Options" of this Plan, that provides for the payment of Premium Expenses.
17. **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.
18. **"Key Employee"** means an employee defined in Code Section 416(l)(1) and the

Treasury regulations there under.

19. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.
20. **"Plan"** means the Section 125 Premium Only Plan described in this instrument, including all amendments thereto.
21. **"Plan Year"** means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
22. **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the insured Benefits described in the Section titled: "Benefit Options".
23. **"Regulations"** means either temporary, proposed or final regulations, as applicable, issued from the Department of Treasury, as well as any guidance or interpretations issued in connection therewith.
24. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants in accordance with the Section titled: "Salary Redirection". These contributions shall be allocated to the funds or accounts established for cost of applicable Benefits provided under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".
25. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.
26. **"Uniformed Services"** means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

II. Article - Participation

01. Eligibility

As to each Benefit provided hereunder, any Eligible Employee shall be eligible to participate as of the date he satisfies the eligibility conditions set forth in the policy or plan providing such Benefit (the "Eligibility Requirements"), the provisions of which are specifically incorporated herein by reference.

02. Effective Date of Participation

(a) An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the Eligibility Requirements of the Plan or the Effective Date of this Plan,

(b) If an Eligible Employee terminates employment after commencing participation in the Plan, except as otherwise provided in the applicable policy or plan providing a Benefit, and such terminated Eligible Employee is rehired within 30 days or less of the date of termination of employment, such rehired Eligible Employee shall not be considered a newly eligible employee and will be reinstated with the same election(s) such individual had before termination. If a terminated Eligible Employee is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the individual shall be treated as a newly Eligible Employee and may make a new election under procedures otherwise set forth within this section or the Section titled: "Initial Elections" below as applicable.

03. Application to Participate

An Employee who is eligible to participate in this Plan may, during the applicable Election Period, complete an Election to Participate form that the Administrator shall furnish to the Employee. The Election to Participate form is an irrevocable election made by the Employee to redirect and reduce taxable compensation to cover the Employee's applicable cost of Benefits elected, which shall be applicable until the end of the current Plan Year, unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change of Elections".

Such election shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation". A failure to complete an Election to Participate form shall constitute an election by the Eligible Employee to receive his or her full salary or other compensation in lieu of Benefits available hereunder.

04. Termination of Participation

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events: (a) His or her termination of employment, subject to the provisions of the Section titled: "Termination of Employment"; (b) His or her death; or (c) The termination of this Plan, subject to the provisions of the Section titled: "Termination".

05. Termination of Employment

If a Participant terminates employment with the Employer for any reason other than death, his or her participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223.

When an Employee ceases to be a Participant, the cafeteria plan must pay the Employee any amount the Employee previously paid for coverage or Benefits to the extent the previously paid amount relates to the period from the date the Employee ceases to be a Participant through the end of that Plan Year.

III. Article - Contributions to the Plan

01. Salary Redirection

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit and to pay the Participant's Premium Expenses. The amount of such Salary Redirection shall be specified by the Plan Sponsor and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirections shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made in accordance with the Article titled: "Participant Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election after the Plan Year has commenced and make a new Election to Participate (or decline participation on the Election to Not Participate form) with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Election forms are deemed to be part of this Plan and incorporated herein by reference.

02. Application of Contributions

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirections to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Election to Participate for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

03. Periodic Contributions

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of

such Salary Redirections pursuant to the Section titled: "Termination of Employment".

IV. Article - Benefits

01. Benefit Options

Each Participant may elect to have his or her full compensation paid to him in taxable compensation or elect to have the amount of his or her Salary Redirection amounts applied to any one or more of the optional Benefits or any other group-insured or self-funded Benefit permitted under Code Section 125, that is offered by the Employer as set forth in the Adoption Agreement. If selected as an available Benefit Option under the Employer's Adoption Agreement, each Eligible Individual may elect coverage under the Health Savings Account Program option, in which case the Article titled: "Health Savings Account Program" shall apply.

The Employer may select suitable health and hospitalization Insurance Contracts for use in providing health Benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

02. Description of Benefits

Each Eligible Employee may elect to have the Administrator pay those contributions that the Employee is required to make to the Benefit options described under the Section titled: "Benefit Options", as a condition for the Employee and his or her Dependents to participate in those Benefit options.

03. Nondiscrimination Requirements

(a) It is the intent of this Plan to provide benefits to a classification of Employees that the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination is prohibited under Code Section 125 or applicable Regulations thereunder.

(b) If the Administrator deems it necessary, in order, to avoid discrimination or possible taxation to Highly Compensated Employees, Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this section. Any act taken by the Administrator under this section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among all insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the Plan surplus.

V. Article - Participant Elections

01. Initial Elections

An Employee who meets the Eligibility Requirements of the Plan on the first day of, or during, a Plan Year will automatically participate in this Plan for all or the remainder of such Plan Year unless the employee completes the Election Form – Election Not To Participate. For any such newly Eligible Employee, If coverage is effective as of the date of hire pursuant to the Section titled: "Effective date of Participation" above, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected on the first pay period.

02. Subsequent Annual Elections

- a. A Participant will automatically be enrolled in subsequent plan years unless the Participant terminates his or her participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- c. An Employee who elects to not participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Elections".

03. Change of Elections

- a. Any Participant may change a Benefit election after the Plan Year has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status that is recognized under rules and regulations adopted by the Department of the Treasury. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with provisions of this Plan, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the Eligibility Requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such an event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage under a family member's plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased

under the family member's plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;
 2. Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
 3. Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement of return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or another employee benefit plan of the employer of the spouse, or dependent, depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the applicable plan, then that change constitutes a change in employment under this subsection;
 4. Dependent satisfies or ceases to satisfy the Eligibility Requirements: an event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
 5. Residency: A change in the place of residence of the Participant, spouse or dependent.
- b. Notwithstanding subsection (a), affected Participants may change an election for accident or health coverage during a Plan Year and make a new election in accordance with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights or the Family and Medical Leave Act.

An affected Participant may change an election for accident or health coverage during a Plan Year and make a new election in accordance with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance

Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants).

Such change shall take place on a prospective basis, unless required by Code Section 9801(f) to be retroactive.

- c. Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) that requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):
 - 1. The Plan may change an election in order to provide coverage for the child if the order requires coverage under the Participant's plan; or
 - 2. The Participant shall be permitted to change an election in order to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.
- d. Notwithstanding subsection (a), Participants may change elections in order to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses such eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.
- e. Notwithstanding subsection (a), Participants may make a prospective election change to add group health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may elect to prospectively commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

- f. Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage; or drop coverage prospectively if there is no other benefit package option available that provides similar coverage. This Plan treats coverage by another employer, such as a spouse's or dependent's employer, as similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants, an action taken by the Employer, or an action taken by an Insurer.

- g. Notwithstanding subsection (a), if the cost of a Benefit package option provided under the plan decreases significantly during a Plan Year, the Administrator shall permit the affected Participants to make corresponding changes in their payments; and employees who are otherwise eligible under the Plan may elect the Benefit package option, subject to the terms and limitations of the Benefit package option.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a complete loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if there is no other Benefit package option available that provides similar coverage.

If the coverage under a Benefit is significantly curtailed, and such curtailment does not result in a loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage.

If, during the period of coverage, a new Benefit package option or other coverage option is added (or an existing Benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit package option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been eliminated) prospectively and make corresponding election changes with respect to other Benefit package options providing similar coverage.

- h. Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, or the Participant's Spouse or Dependent, if such individual loses group health coverage under a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a

state health benefits risk pool, or a foreign government group health plan.

- i. Health Savings Account changes. Notwithstanding subsection (a), with regard to the Health Savings Account Benefit specified in the Article titled: "Benefits", a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

VII. Article - Administration

01. Plan Administration

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer, to take effect at a date specified therein, or upon delivery to the Employer if no date is specified. The Administrator may be removed by the Employer by delivering a written notice of removal to the Administrator, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- a. To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b. To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- d. To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e. To provide Employees with a reasonable notification of their benefits available under the Plan;
- f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g. To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- h. To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the

VI. Article - Health Savings Account Program

01. Establishment of Program

This Health Savings Account Program (hereinafter the "HSA") is intended to qualify as a program under Code Section 223 and shall be interpreted in a manner consistent with such Code Section. The Health Savings Account Program is provided and administered by the HSA Trustee.

02. Coordination with Premium Only Plan Benefits

All Participants in the Premium Only Plan are eligible to receive Benefits under this HSA, as long as they otherwise meet the definition of an Eligible Individual set forth in Code Section 223. The Employer may allow Employees to make contributions to the HSA with pre-tax dollars, as governed and elected under the Adoption Agreement. In circumstances in which Employees are allowed to make pre-tax contributions to the HSA, the Employer shall also have the option of making contributions to the Employee's HSA as well, through usage of this Plan and as otherwise set forth herein after consideration of, among other provisions. The Articles titled: "Contributions to the Plan", and "Benefits" as they relate to applicability of Employer contributions and applicable nondiscrimination standards. The enrollment and termination of participation under the Premium Only Plan shall constitute enrollment and termination of participation under this HSA. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of this Premium Only Plan.

Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

02. Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their respective interests under the Plan for examination at reasonable times during normal business hours.

03. Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Employees.

04. Application of Benefit Plan Surplus

Any forfeited amounts credited to the Benefit Plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the Benefit Plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

05. Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the Benefits Participants are entitled to and the circumstances under which insurance terminates.

06. Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good

faith.

VIII. Article - Amendment or Termination of Plan

01. Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal, state or local laws, statutes or regulations.

02. Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

Any amounts remaining in any such fund or account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the Benefit Plan surplus.

IX. Article - Miscellaneous

01. Plan Interpretation

All provisions of this Plan shall be governed and interpreted by the Employer, or its delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

02. Gender and Number

Wherever any words are used herein in the masculine, or feminine, or are gender neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

03. Written Document

This Plan document, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations thereunder relating to Cafeteria Plans.

04. Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

05. Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed (i) to give any Participant, or (ii) Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

06. Action by the Employer

Whenever under the terms of the Plan the Employer is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer to do so.

07. Employer's Protective Clauses

- a. Upon the failure of the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), a Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

- b. The Employer's liability to a Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full Insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his or her sole discretion, shall see fit.
- c. The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

08. No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

09. Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

10. Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. Governing Law

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state of .

12. Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall they affect the Plan or the construction of any provision thereof.

14. Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

15. Family and Medical Leave Act

Notwithstanding any provision in this Plan to the contrary, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA and, after consideration of Treasury Regulation Section 1.125-3 as applicable, the Employer will continue to maintain the Participant's benefits under this Plan on the same terms and conditions as though he/she were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his or her coverage). If the Employee opts to continue his or her coverage, the Employee may pay his or her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he/she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his or her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his or her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to him or her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold "catch-up" amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his or her leave, or as otherwise required by the FMLA.

Furthermore, if a Participant goes on a qualifying paid leave under the FMLA, to the extent required by the FMLA, the Employee will continue coverage while on FMLA by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

16. **Health Insurance Portability and Accountability Act**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

17. **Uniformed Services Employment and Reemployment Rights Act**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

18. **Genetic Information Nondiscrimination Act**

Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated in accordance with GINA and regulations thereunder.

Adoption Agreement

For NORTHFIELD (TOWNSHIP OF)-HSA Section 125 Premium Only Plan

The undersigned Employer adopted the Premium Only Plan for those Employees who shall qualify as Participants thereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer:** NORTHFIELD (TOWNSHIP OF)-HSA
2. **Effective Date:** This adopted Premium Only Plan shall be effective as of **July 01, 2012**
3. **Plan Year:** Your Plan's records are maintained on the basis of a twelve-month period. This is known as the Plan Year. The adopted plan year begins on January 01 and ends on December 31.
4. **Employer's Principal Office:**
8350 Main Street
Whitmore Lake, MI 48189
5. **Benefits:** All the benefits listed below are included in this plan:
 - **Health Plan.** Premiums that are payroll deducted on a pre-tax basis may include the following:
 - Group Medical Insurance
 - Group Dental Insurance
 - Group Vision Insurance
 - HSA Contributions
 - **Cash In Lieu** - A taxable payment made by your employer in lieu of an Eligible Employee's participation in the group Health Plan.

NORTHFIELD (TOWNSHIP OF)-HSA

By:

Name:

Title:

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of NORTHFIELD (TOWNSHIP OF)-HSA (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended and restated Welfare Benefit Plan, effective January 01, 2017, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of NORTHFIELD (TOWNSHIP OF)-HSA's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

NORTHFIELD (TOWNSHIP OF)-HSA

By:

Name:

Title:

Burnham & Flower

INSURANCE GROUP

NORTHFIELD (TOWNSHIP OF)-HSA

NORTHFIELD (TOWNSHIP OF)-HSA
8350 Main Street
Whitmore Lake, MI 48189

Section 125 Premium Only Plan

Summary Plan Description

Amended and Restated January 01, 2017

INTRODUCTION

The Company's Premium Only Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Premium Only Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found within this SPD

Overview

This section contains general information, which you may need to know about the NORTHFIELD (TOWNSHIP OF)-HSA Premium Only Plan.

General Information

1. The name of the Plan is the NORTHFIELD (TOWNSHIP OF)-HSA Premium Only Plan.
2. The company amends and restates this Plan as of January 01, 2017 with an original effective date of July 01, 2012.
3. This Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The adopted plan year begins on January 01 and ends on December 31.
4. This Plan is unfunded, meaning that the funds to pay Benefits and to otherwise operate the Plan come from the general assets of the Employer and not from a separate trust arrangement or fully-insured insurance arrangement.

Employer Information:

Your Employer's name, address, and tax identification number are:

NORTHFIELD (TOWNSHIP OF)-HSA
8350 Main Street
Whitmore Lake, MI 48189
Federal Employer I.D. Number: 38-1812291

Plan Administrator Information:

The name, address, and tax identification number of your Plan's Administrator are:

NORTHFIELD (TOWNSHIP OF)-HSA
8350 Main Street
Whitmore Lake, MI 48189
Federal Employer I.D. Number: 38-1812291

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about the Plan. You may contact the Administrator for any further information about the Plan.

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

NORTHFIELD (TOWNSHIP OF)-HSA
8350 Main Street
Whitmore Lake, MI 48189
Federal Employer I.D. Number: 38-1812291

Type of Administration

The type of Plan administration is Employer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

01. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation contributed to the Plan in lieu of receiving those amounts in cash, and your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan. The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to State or Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

02. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage. Any contribution amounts that are not used during a Plan year to provide insurance benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year with the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement.

03. When Is the "Election Period" for Our Plan?

Your initial election period will start on the date you first meet the "eligibility requirements" and

end 30 days thereafter. Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. Your previous elections will be maintained unless a change request is provided to the Plan Administrator by the deadline of the Open Enrollment period.

04. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. For example: you are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Currently, Federal law considers the following events to be "changes in status":

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: commencement or termination of employment, a strike or lockout, commencement of or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, or your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a "change in status." In addition, there are separate laws that give you rights to change accident and/or health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to (i) make corresponding changes in your payments, (ii) revoke your election and obtain coverage under another benefit package option with similar coverage, or (iii) revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a complete loss of coverage, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

A change in compensation or a financial "hardship" is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of coverage under Medicaid or the Children's Health Insurance Program (CHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including

spouse), and later become eligible for state assistance through a Medicaid or Children's Health Insurance Program that provides help with paying for Plan coverage, there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under another employer plan that is a cafeteria plan or a qualified benefits plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having had a change in status

05. May I Make New Elections In Future Plan Years?

You will automatically be enrolled in subsequent plan years unless you terminate your participation in the Plan by notifying the Administrator in writing during the Election Period that you do not want to participate in the Plan for the next Plan Year.

06. What Insurance Coverage May I Purchase?

Under our Plan, you can choose to receive your entire compensation in taxable compensation or use a portion to pay premiums on a pre-tax basis for any one or more insured benefits that we decide to offer through the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

We may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing the benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (i) you have provided the Administrator the necessary information to apply for insurance, and (ii) the insurance is in effect for you.

If you cover your children (up to age 26) under your insurance, you can pay for that coverage through the Plan.

You may purchase:

- Group Medical Plan
- Group Dental Plan
- Group Vision Plan

07. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced, because when you use part of your compensation to pay for insurance premiums on a tax-free basis under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

08. What if I take a Family or Medical Leave?

If you take an unpaid leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and you may participate in annual enrollment. If

your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you may reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to "catch up" your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave, provided such payroll deduction is for benefits within the remaining portion of the plan year, or you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

09. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year as to whether you are a "highly compensated employee" or a "key employee".

If you are within either of these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid key employees, or their spouses or dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

10. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

11. What is a Health Savings Account?

In addition to the Premium Only Plan benefits, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program

merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants in the Premium Only Plan are eligible to receive benefits under the HSA Program. Enrollment and termination under the Premium Only Plan shall generally constitute enrollment and termination of participation under the HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer allows you to make contributions through this Plan to your HSA plan; you elect the amount to be withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allow ability of employer contributions overall (NOTE: You should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under the HSA program).

The eligible Employee will establish a Health Savings Account for contributions as elected for the HSA Program established or provided by the HSA Trustee. (NOTE: You should contact the HSA Trustee for more information about the amount you may contribute each year. The HSA Trustee will provide more information to you regarding the requirements for participation in the HSA Program and the benefits you are entitled to thereunder. To the extent of any conflict between the terms of this Plan and those of the HSA Program, the terms of the HSA Program will control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of the HSA Program.

12. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a Participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

13. What Is the "Cash In Lieu of Benefits" option?

Your Employer provides a contribution to Employees to be used for the Benefits provided under the Employer's Section 125 Plan. If said Employer contribution is not allocated, in whole or in part, to any of the available benefits or the Premium Only Plan, a cash payment may be made to the Eligible Employee(s). The cash payment to the Eligible Employee(s) shall be taxed. The Employer may also subtract from the cash payment the employer's share of the FICA cost.

Election to Participate

For NORTHFIELD (TOWNSHIP OF)-HSA
Section 125 Premium Only Plan
Plan Year January 01 through December 31

Employee Name _____

Employee Number _____

As an eligible employee in the above plan, I acknowledge that I have received the Summary Plan Description, I have read the Summary Plan Description and understand the benefits available to me as well as the other rights and obligations which I have under the Plan.

In accordance with my rights under the Plan, I elect the benefits that I have selected below for the plan year specified above. The Employer and I agree that my cash compensation will be redirected by the amounts set forth below for each pay period and of the plan year (or during such portion of the plan year as remains after the date of this Election to Participate).

On the appropriate benefit enrollment form(s), I have enrolled for certain insurance coverages. I elect to receive the following coverage(s) under the Premium Only Plan:

- ☐ Health Savings Account (HSA)
- ☐ Group Medical Insurance
- ☐ Group Dental Insurance
- ☐ Group Vision Insurance

I understand that:

- In lieu of specific dollar amounts, I hereby elect the above specified insurance coverages and authorize salary redirections in the amounts of the current premiums being charged.
- If my required contributions to pay premiums for the elected benefits are increased or decreased while this Election remains in effect, my compensation redirection will automatically be adjusted to reflect that increase or decrease.
- I cannot change or revoke any of my elections under this Plan at any time during the Plan Year (with the exception of the HSA) unless I have a "change in status" and the election change is consistent with the "Change in status" means: marriage, divorce, death of a spouse or child, birth or adoption of a child, commencement or termination of employment of a spouse, change in my or my spouse's employment status from full-time to part-time or from part-time to full-time, my spouse's or my taking an unpaid leave of absence, a substantial change in my family's health coverage due to a change in my spouse's employer-sponsored health coverage, or such other events as the Plan Administrator determines will permit a change or revocation of an election.
- The Administrator may redirect or cancel my compensation redirection or otherwise modify this Election in the event he believes it advisable in order to satisfy certain provisions of the Internal Revenue Code.
- The redirection in my cash compensation under this Election shall be in addition to any reductions under other agreements or benefit programs maintained by my Employer.
- Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to me in taxable compensation or used to provide benefits specifically for me in a later Plan Year. Contributions to my HSA are not subject to this forfeiture.
- Prior to the first day of each Plan Year I will be offered the opportunity to change my benefit elections for that Plan Year.
- My Social Security benefits may be slightly reduced due to my pre-tax contributions to the Plan.

This Election is subject to the terms of the Employer's Premium Only Plan, as amended from time to time, shall be governed by and construed in accordance with applicable laws, shall take effect as a sealed instrument under applicable laws, and revokes any prior election and compensation redirection agreement relating to such Plan.

Employee's Signature

Date

Accepted and agreed to by the Employer's Authorized Representative

Date

Election to not Participate

For NORTHFIELD (TOWNSHIP OF)-HSA
Section 125 Premium Only Plan
Plan Year January 01 through December 31

Employee Name _____ Employee Number _____
Employee Address _____

I understand all the benefit options available under the Premium Only Plan.

I elect NOT to participate in the Premium Only Plan and instead to receive my full compensation in taxable compensation. I understand that I will receive the full amount of my salary and other compensation without reduction for benefits available, or any reduction on applicable employment tax costs.

I understand that:

- I cannot change or revoke any of my elections under the Plan at any time during the Plan Year (with the exception of the HSA) unless I have a "change in status" and the election change is consistent with the "change in status", (including marriage, divorce, death of a spouse or child, birth or adoption of a child, commencement or termination of employment of a spouse, change in my or my spouse's, or my employment status from full-time to part-time or from part-time to full-time, my spouse or I taking an unpaid leave of absence, a substantial change in my family's health coverage due to a change in my spouse's employer-sponsored health coverage, or such other events as the Plan Administrator determines will permit a change or revocation of an election).
- Prior to each Plan Year I will be offered the opportunity to change my benefit election for the following Plan Year. If I do not complete and return a new election form at that time, I will be treated as having elected to continue my election to receive full cash compensation in effect for the new Plan Year.

Employee's Signature Date

Accepted and agreed to by the Employer's Authorized Representative Date

Revocation of Benefit Election Form

For NORTHFIELD (TOWNSHIP OF)-HSA
Section 125 Premium Only Plan
Plan Year January 01 through December 31

Employee Name _____ Employee Number _____

Effective _____, I hereby revoke my benefit election and compensation redirection agreement under the Premium Only Plan with respect to the following benefit coverage(s):

- ☐ Health Savings Account (HSA)
- ☐ Group Medical Insurance
- ☐ Group Dental Insurance
- ☐ Group Vision Insurance

My benefit election and compensation redirection agreement shall remain in effect as to my benefit coverages, if any, which are not checked above.

Employee's Signature Date

Accepted and agreed to by the Employer's Authorized Representative Date

This revocation may not be effective prior to the first day of the next Plan Year unless it is made because of a change in status as defined in the Plan. In no event may the revocation be effective prior to the first pay period beginning after this form is completed and returned to the administrator of the Plan. You can revoke the Health Savings Account at any time.

Change in Status Election Form

For NORTHFIELD (TOWNSHIP OF)-HSA
Section 125 Premium Only Plan
Plan Year January 01 through December 31

Employee Name _____ Employee Number _____
Employee Address _____

As a participant in the Premium Only Plan, I am entitled to revoke my prior benefit election and enter into a new election in the event of certain changes in status.

I understand that the change in my benefit election must be necessitated by and consistent with the change in status and that the change must be acceptable under the Regulations issued by the Department of Treasury.

I certify that I have incurred the following change in status:

- ☐ Marriage
- ☐ Divorce, Legal Separation, or Annulment
- ☐ Birth, or adoption, or placement for adoption of a child
- ☐ Death of my spouse and/or dependent
- ☐ Termination or commencement of employment by my spouse or dependent
- ☐ A judgment, decree, or order ("order") that affected eligibility for benefits
- ☐ I, my spouse, or dependent have had a change in employment status, including switching from part-time to full-time (or vice versa) or reduction or increase in hours a strike or lockout, that affected eligibility for benefits
- ☐ A change in the residence or worksite of myself, my spouse, or dependent that affected eligibility for benefits
- ☐ I, my spouse, or dependent have taken an unpaid leave of absence that affected eligibility for benefits
- ☐ My dependent satisfies or ceases to satisfy the requirements for coverage's due to attainment of age, student status, or any similar circumstance
- ☐ A cost or coverage change in benefits that affected eligibility for me, my spouse, or dependent
- ☐ A change made under my spouse's or dependent's employer benefits plan if the election for a period of coverage for my Plan is different from the period of coverage (open enrollment) under the other cafeteria plan or qualified benefits plan
- ☐ I am eligible to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period

The Administrator may require you to provide evidence to document the event which requires the change of election.

Employee's Signature Date

Accepted and agreed to by the Employer's Authorized Representative Date

NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Steve Aynes
Date: 4/19/2018
Re: Independent Contractor Agreements for Recording Secretary & AV Operator – Legal Opinion

Dear Township Board,

Our labor attorney has provided us with her legal opinion regarding the Independent Contractor Agreements for the Recording Secretary and AV Operator. Based on this opinion, the board will need to have a discussion on how they wish to proceed.

Sincerely,

Steve Aynes
Northfield Township Manager

McGraw Morris P.C.

GRAND RAPIDS

TROY

SAGINAW

THOMAS J. MCGRAW
G. GUS MORRIS
CRAIG R. NOLAND
STACY J. BELISLE
KEVIN K. KILBY
CHRISTOPHER J. RAITI
CHARLES E. LOVELL
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THOMAS D. LANDA

2075 W. BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48084
TELEPHONE: (248) 502-4000
FACSIMILE: (248) 502-4001

GLENN A. DIEGEL
OF COUNSEL

April 19, 2018

VIA EMAIL

Mr. Steven Aynes, Township Manager
NORTHFIELD TOWNSHIP
8350 Main Street
Whitmore Lake, Michigan 48189

Re: Independent Contractor v. Employee Classifications

Dear Mr. Aynes:

You have requested a legal opinion regarding whether, Lisa Lemble and Jim Nelson, two individuals who perform work for Northfield Township, are employees of the Township or are independent contractors. I have reviewed the draft contractor agreements for these individuals and have been provided a brief overview of their work for the Township. For the reasons set forth below, these individuals are Township employees.

To be considered an independent contractor, an individual must meet the following elements established by the Internal Revenue Service ("IRS") based on applicable case law:

1. A contractor is self-employed and is in business for himself or herself, providing a defined service to the Township as a result of that business.
2. Because a contractor is self-employed and in business for himself or herself, the individual can realize a profit or incur a loss based on the overall business.
3. The extent to which the worker makes his or her services available to the relevant market for which he or she provides services.
4. A contractor brings his or her own specialized expertise, tools and methods to the Township and utilizes the expertise, tools and methods to carry out a defined project.

Mr. Steven Aynes
April 17, 2018
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5. A contractor can provide his or her own services to multiple different entities for compensation from each.
6. A contractor sets his or her own hours and determines independently when to provide services as well as how the services will be carried out or performed and the Township has no authority over when or how the contractor performs services.
7. A contractor generally works free from control by the Township.
8. A contractor provides his or her own liability and workers compensation insurance.
9. A contractor can hire others to help him or her carry out services for the Township.

As set forth below, neither Lemble, as a recording secretary, nor Nelson, as a videographer, meet any of the above-referenced elements. Therefore, they are employees of the Township and not independent contractors.

1. As to Lemble, she is not in business for herself for the purpose of taking notes of municipal meetings. Rather, she does this work only for the Township. As to Nelson, it does not appear that he has a video recording business but rather, appears only at Township meetings to record those meetings.
2. Neither Lemble nor Nelson is in business for herself or himself and neither provides a defined service to the Township as a result of that business.
3. Neither Lemble nor Nelson provides their service to any other municipality and their service to the Township is not the result of their self-employment.
4. Neither Lemble nor Nelson has marketable specialized knowledge that they provide to the Township. Rather, each is hired to do a particular job. In contrast, a true contractor is someone who utilizes specialized knowledge, tools or methods to carry out their duties.
5. Neither Lemble nor Nelson provides services to multiple different municipalities for compensation.
6. Both Lemble and Nelson appear for meetings to record Township business on dates and at times established by the Township Board. Each carries out his or her specific job at the direction of the Township Board and Township Manager for the purpose of obtaining a specific result, that being the recording of the Board's meetings.
7. Neither Lemble nor Nelson carries workers compensation or liability insurance.

Mr. Steven Aynes
April 17, 2018
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8. The Township does not allow Lemble or Nelson to hire another individual to help them carry out their work for the Township.

Based on the foregoing, both a recording secretary and a videographer are employees of the Township and not independent contractors. In addition to the fact that these individuals do not meet the IRS factors for designation as independent contractors, if the IRS learns that an employee has been misclassified as a contractor, the Township could be subject to penalties and fines as well as an audit of all workers to determine whether any other individuals are improperly classified.

This opinion is based on the facts and information available as of the date of this letter. Should additional facts and/or information become available, our opinion may be altered. Should you have questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

MCGRAW MORRIS P.C.



STACY J. BELISLE