



MONROE COUNTY

Ways and Means Committee

June 29, 2022 5:15 PM

AGENDA

- A. ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC FORUM
- D. APPROVAL OF MINUTES

May 24, 2022

- E. NEW BUSINESS

22-0204

Acceptance of a Grant from Health Research, Inc. for the Public Health Emergency Preparedness Program and Authorize a Contract with the University of Rochester - County Executive Adam J. Bello

22-0205

Acceptance of a Grant from the New York State Department of Health for the Sexually Transmitted Disease Intervention Program - County Executive Adam J. Bello

22-0206

Accept Additional Funding from the New York State Department of Transportation for the State Supported Consolidated Local Street and Highway Improvement Program - County Executive Adam J. Bello

22-0207

Acceptance of the Aid to Localities Grant from the New York State Division of Criminal Justice Services for the Offices of the District Attorney and the Public Defender - County Executive Adam J. Bello

22-0208

Authorize a Contract with Cayuga Home for Children Inc. for Therapy Services with Raise the Age Youth - County Executive Adam J. Bello

22-0209

Amend Resolution 282 of 2020 to Authorize Contract Renewals with the Board of Regents of the University of Oklahoma Health Sciences Center and Coordinated Care Services, Inc. for Services Related to the Finger Lakes Regional Youth Justice Team Grant Program - County Executive Adam J. Bello

22-0210

Approving the Amended and Restated Monroe County Deferred Compensation Plan, as Previously Adopted by the New York State Deferred Compensation Board - County Executive Adam J. Bello

22-0211

Authorize the Acquisition of Interests in Real Property for the Salt Road Highway Improvement Project in the Town of Penfield - County Executive Adam J. Bello

22-0212

Authorize the Creation of One New Position in the Public Safety Department Office of Probation-Community Corrections and One New Position in the District Attorney's Office in Order to Implement the United States Justice Department's Swift, Certain, and Fair Supervision Program; and Authorize an Agreement with the City of Rochester Police Department and Other Community Partners to Carry out the Swift, Certain and Fair Supervision HOPE Grant in Monroe County - County Executive Adam J. Bello

22-0213

Amend the 2022-2027 Capital Improvement Program and 2022 Capital Budget to Increase Funding for the Project Entitled "Friendship Place" at Monroe Community Hospital and Authorize Financing - County Executive Adam J. Bello

22-0214

Authorization to Settle a Lawsuit in New York State Supreme Court, Monroe County, Index No. I2014011911 - County Executive Adam J. Bello

22-0215

Authorization to Settle a Lawsuit in New York State Supreme Court, Monroe County, Index No. E2018008332 - County Executive Adam J. Bello

22-0219

Amend the 2022 Operating Budget to add \$5.00 Admission for Veterans at Seneca Park Zoo - As a Matter of Importance - County Executive Adam J. Bello, President Sabrina LaMar, Majority Leader Steve Brew, Minority Leader Yversha Roman, County Legislators Blake Keller, Jackie Smith, Tracy DiFlorio, Frank X. Allkofer, Richard B. Milne, Sean McCabe, Brian E. Marianetti, Mark Johns, Paul Dondorfer, Howard Maffucci, Sean M. Delehanty, Michael Yudelson, Susan Hughes-Smith, George Hebert, David Long, Maria Vecchio, John B. Baynes, Kathleen Taylor, Robert Colby, Rachel Barnhart, Mercedes Vazquez Simmons, Linda Hasman, Albert Blankley, Carolyn Delvecchio Hoffman, Ricky Frazier, William Burgess

22-0221

Authorize an Intermunicipal Agreement with Ontario County for the Monroe County Jail to Accept and Maintain Custody of Inmates from the Ontario County Jail - As a Matter of Importance - County Executive Adam J. Bello

F. OTHER MATTERS

G. ADJOURNMENT

The next meeting of the Ways and Means Committee is scheduled for Tuesday, July 26, 2022 at 6:00 P.M.



ATTACHMENTS:

Description File Name

- ▣ May 24, 2022 5.24.22_Ways___Means_Draft_Minutes.pdf

Summary of Minutes
WAYS AND MEANS COMMITTEE
May 24, 2022
6:00 p.m.

Chairman Delehanty called the meeting to order at 6:01 p.m.

MEMBERS PRESENT: Sean M. Delehanty (Chair), Brian E. Marianetti (Vice Chair), Steve Brew, Paul Dondorfer, Robert Colby, Jackie Smith, Howard Maffuci (RMM), Rachel Barnhart, Yversha M. Roman, Mercedes Vazquez Simmons, Michael Yudelson

OTHER LEGISLATORS PRESENT: Richard B. Milne, William Burgess, Ricky Frazier, Susan Hughes-Smith, Mary Vecchio

ADMINISTRATION PRESENT: Jeff McCann (Deputy County Executive), Corinda Crossdale (Deputy County Executive – Health & Human Services), Robert Franklin (CFO), John Bringewatt (County Attorney), Laura Smith (Chief Deputy County Attorney), Don Crumb (Legislative Liaison), Richard Tantalo (Public Safety Director), Jennifer Curley (Sheriff Admin), Tom Morrissey (Parks), Michael Fowler (Chief Deputy), Ana Liss (Planning Director), Michael Garland, P.E. (DES Director), Pat Gooch (Senior Planner), Adrienne Green (Staff Assistant), Tim Murphy (Real Property Director), Patrick Merideth (Parks Director), Ken Forney (IS), Andrea Guzzetta Zury (HR Director), Clement Chung (DES Deputy Director)

PLEDGE OF ALLEGIANCE: Led by Legislator Brian E. Marianetti

PUBLIC FORUM: There was one speaker. Public Forum ended at 6:11 p.m.

PRESENTATION: **2023-2028 Capital Improvement Program**
Pat Gooch, Senior Planner
Monroe County Planning & Development Department
As it pertains to the Ways and Means Committee

APPROVAL OF MINUTES: The minutes of April 26, 2022 were approved as submitted.

NEW BUSINESS:

22-0161 - Adopt 2023-2028 Capital Improvement Program – County Executive Adam J. Bello

MOVED by Legislator Marianetti, SECONDED by Legislator Brew.

ADOPTED: 11-0

22-0162 - Amend the 2022-2027 Capital Improvement Program and 2022 Capital Budget to Add a Project Entitled “Monroe Community College Wolk Health Care Center;” Authorize Financing for the Project; and Authorize a Contract with the Dormitory Authority of the State of New York - County Executive Adam J. Bello

MOVED by Legislator Brew, SECONDED by Legislator Smith.

ADOPTED: 11-0

22-0163 - Amend the 2022 Capital Budget and Authorize Financing to Increase Funding for the Space Utilization and Renovation of CityPlace Project – County Executive Adam J. Bello

- MOVED by Legislator Smith, SECONDED by Legislator Dondorfer.
ADOPTED: 11-0
- 22-0164 - Authorize a Contract with Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. for Professional Design Services for the Fiber Optic Master Plan Project - County Executive Adam J. Bello
- MOVED by Legislator Dondorfer, SECONDED by Legislator Colby.
ADOPTED: 11-0
- 22-0165 - Authorize a Contract with Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. for Professional Services for the Monroe Community College Expand Virtual Learning Center Project – County Executive Adam J. Bello
- MOVED by Legislator Colby, SECONDED by Legislator Marianetti.
ADOPTED: 11-0
- 22-0166 - Authorize a Contract with Fisher Associates, P.E., L.S., L.A., D.P.C. for Professional Design Services for the Monroe Community College Improve Safety of Downtown Campus Entrance Project – County Executive Adam J. Bello
- MOVED by Legislator Marianetti, SECONDED by Legislator Brew.
ADOPTED: 11-0
- 22-0167 - Authorize the Implementation of a Project Labor Agreement for the Specialized Secure Detention Facility Capital Project – County Executive Adam J. Bello
- MOVED by Legislator Brew, SECONDED by Legislator Smith.
ADOPTED: 11-0
- 22-0169 - Authorize the Implementation of a Project Labor Agreement for the Tropical Exhibit Main Entry Plaza Project – County Executive Adam J. Bello
- MOVED by Legislator Smith, SECONDED by Legislator Dondorfer.
ADOPTED: 11-0
- 22-0170 - Authorize an Intermunicipal Agreement with the City of Rochester for the County to Supply Chilled Water to the City’s Air Conditioning System at the Blue Cross Arena – County Executive Adam J. Bello
- MOVED by Legislator Dondorfer, SECONDED by Legislator Colby.
ADOPTED: 11-0
- 22-0175 - 2022 Annual Action Plan for Housing and Community Development in Suburban Monroe County and Grant Submission to the U.S. Department of Housing and Urban Development – County Executive Adam J. Bello
- MOVED by Legislator Colby, SECONDED by Legislator Marianetti.
ADOPTED: 11-0 (*Legislator Vazquez Simmons Declared Her Interest Prior to the Vote.*)
- 22-0176 - Amend Resolution 194 of 2021 to Authorize a Second Amendment to Monroe County’s 2021 Annual Action Plan for the Home Investment Partnerships-American Rescue Plan (HOME-ARP) Program to the United States Department of Housing and Urban Development (HUD) – County Executive Adam J. Bello

- MOVED by Legislator Marianetti, SECONDED by Legislators Brew.
ADOPTED: 11-0 (*Legislator Vazquez Simmons Declared Her Interest Prior to the Vote.*)
- 22-0177 - Acceptance of a Grant from The New York State Office of Parks, Recreation, and Historic Preservation for the Zoos, Botanical Gardens, and Aquariums Program – County Executive Adam J. Bello
- MOVED by Legislator Brew, SECONDED by Legislator Smith.
ADOPTED: 11-0
- 22-0178 - Acceptance of a Grant from the New York State Office of Parks, Recreation and Historic Preservation for the Snowmobile Trail Development and Maintenance Program and Authorize Contracts with the Hilton Sno-Flyers, Inc., Webster Ridge Runners Snowmobile Club, Inc. Salmon Creek Snowmobile Club, Inc., and Hill and Gully Riders, Inc. for the Development and Maintenance of Trails – County Executive Adam J. Bello
- MOVED by Legislator Smith, SECONDED by Legislators Dondorfer.
ADOPTED: 11-0
- 22-0179 - Acceptance of Funding from the New York State Office of Addiction Services and Supports and Amend Resolution 517 of 2021, as Amended by the Resolution Adopted Pursuant to Referral 22-0131, Authorizing Contracts for the Provision of Mental Health, Developmental Disability, and Alcoholism and Substance Abuse Services in 2022 for the Monroe County Office of Mental Health – County Executive Adam J. Bello
- MOVED by Legislator Dondorfer, SECONDED by Legislator Colby.
ADOPTED: 11-0
- 22-0180 - Amend Resolution 132 of 2021 to Amend and Increase the Contract with URMC Labs, a Division of the University of Rochester, for Laboratory Services at Monroe Community Hospital – County Executive Adam J. Bello
- MOVED by Legislator Colby, SECONDED by Legislator Marianetti.
ADOPTED: 11-0
- 22-0181 - Acceptance of a Grant from the New York State Division of Criminal Justice Services for the Paul Coverdell Forensic Science Improvement Program (Office of the Medical Examiner's Forensic Toxicology Laboratory) – County Executive Adam J. Bello
- MOVED by Legislator Marianetti, SECONDED by Legislators Brew.
ADOPTED: 11-0
- 22-0182 - Acceptance of a Grant from Health Research, Inc. for the Expanded Partner Services Initiative – County Executive Adam J. Bello
- MOVED by Legislator Brew, SECONDED by Legislator Smith.
ADOPTED: 11-0
- 22-0183 - Amend Resolution 391 of 2019 to Amend and Increase the Contract with Ultramobile Imaging, Inc. to Provide Radiology Services at Monroe Community Hospital and for the Monroe County Department of Public Health Tuberculosis Control Program – County Executive Adam J. Bello

- MOVED by Legislator Smith, SECONDED by Legislators Dondorfer.
ADOPTED: 11-0
- 22-0184 - Acceptance of Federal and State Aid for the Operation and Maintenance of the Rochester/Monroe County Traffic Control Center – County Executive Adam J. Bello
- MOVED by Legislator Dondorfer, SECONDED by Legislator Colby.
ADOPTED: 11-0
- 22-0185 - Authorize an Intermunicipal Agreement with the City of Rochester to Accept Pass Through Funding from the United States Department of Justice for the 2021 Edward Byrne Memorial Justice Assistance Grant – County Executive Adam J. Bello
- MOVED by Legislator Colby, SECONDED by Legislators Marianetti and Vazquez Simmons.
ADOPTED: 11-0
- 22-0186 - Proposed In Rem Tax Foreclosure Action No. 146 City of Rochester and Towns of Brighton, et al. – County Executive Adam J. Bello
- MOVED by Legislator Marianetti, SECONDED by Legislators Brew.
ADOPTED: 11-0
- 22-0187 - Amend the 2022 Capital Budget to Provide an Increase in Funding for the Monroe County Library System Fleet Replacement Project and Authorize an Interfund Transfer – County Executive Adam J. Bello
- MOVED by Legislator Brew, SECONDED by Legislator Smith.
ADOPTED: 11-0
- 22-0188 - Authorize a Contract with WellNow Urgent Care, P.C. for Medical Occupational Examinations and Consultations for Monroe County Employees and the Monroe County HAZMAT Team – County Executive Adam J. Bello
- MOVED by Legislator Smith, SECONDED by Legislators Dondorfer.
ADOPTED: 11-0
- 22-0190 - Authorize the Sale of County Owned Surplus Real Property at the April 2022 Public Auction – County Executive Adam J. Bello
- MOVED by Legislator Dondorfer, SECONDED by Legislator Colby.
ADOPTED: 11-0
- 22-0191 - Authorization to Settle a Lawsuit in New York State Supreme Court, Monroe County, Index No. I2017001402 – County Executive Adam J. Bello
- MOVED by Legislator Colby, SECONDED by Legislator Marianetti.
ADOPTED: 11-0
- 22-0192 - Amend the 2022 Operating Budget to Add \$1.00 Admission for Individuals Receiving Food Assistance at Seneca Park Zoo – County Executive Adam J. Bello, President Sabrina LaMar, County Legislators Yversha Roman, Howard Maffucci, Michael Yudelson, Susan Hughes-Smith, David Long, Maria Vecchio, John B. Baynes, Rachel

Barnhart, Mercedes Vazquez Simmons, Linda Hasman, Albert Blankley, Carolyn Delvecchio Hoffman, Ricky Frazier, William Burgess

MOVED by Legislator Marianetti, SECONDED by Legislators Brew.

ADOPTED: 11-0

- 22-0195 -** Amend the 2022 Operating Budget to Appropriate Fund Balance for Violence Response Initiatives of the Monroe County Office of the Sheriff and Create Eleven Deputy Sheriff Road Patrol Positions – As a Matter of Importance – County Executive Adam J. Bello, President Sabrina LaMar, Majority Leader Steve Brew, Minority Leader Yversha Roman, County Legislators Blake Keller, Jackie Smith, Tracy DiFlorio, Frank X. Allkofer, Richard B. Milne, Sean McCabe, Brian E. Marianetti, Mark Johns, Paul Dondorfer, Howard Maffucci, Sean M. Delehanty, Michael Yudelson, Susan Hughes-Smith, George J. Hebert, David Long, Maria Vecchio, John B. Baynes, Kathleen Taylor, Robert Colby, Ricky Frazier, William Burgess

MOVED by Legislator Brew, SECONDED by Legislators Smith, Maffucci and Vazquez Simmons.

ADOPTED: 11-0

- 22-0196 -** Mortgage Tax Distribution – As a Matter of Importance – County Executive Adam J. Bello

MOVED by Legislator Smith, SECONDED by Legislators Dondorfer.

ADOPTED: 11-0

- 22-0198 -** Amend the 2022-2027 Capital Improvement Program and 2022 Capital Budget to Add a Project Entitled “STD Clinic Relocation;” Authorize Financing for the Project; and Authorize Acceptance of Reimbursement from the City of Rochester of Federal Relocation Dollars – As a Matter of Importance – County Executive Adam J. Bello

MOVED by Legislator Dondorfer, SECONDED by Legislator Colby.

ADOPTED: 11-0

- 22-0199 -** Approve Amendments to 2022 Salary Schedules and Authorize Retention Payments to Full-Time Employees – As a Matter of Importance – County Executive Adam J. Bello

MOVED by Legislator Colby, SECONDED by Legislator Marianetti.

ADOPTED: 11-0

OTHER MATTERS

ADJOURNMENT:

There being no other matters, Chairman Delehanty adjourned the meeting at 6:47 p.m.

The next meeting of the Ways and Means Committee will be **Tuesday, June 28, 2022 at 6:00 P.M.**

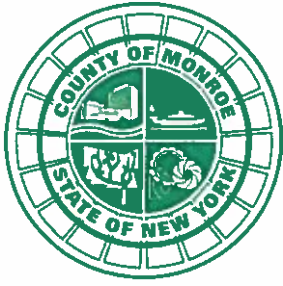
Respectfully Submitted,
David Grant
Clerk of the Legislature



ATTACHMENTS:

Description File Name

▣ Referral R22-0204.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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No.	<u>220204</u>
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Committee Assignment	
HUMAN SERVICES	-L
WAYS & MEANS	

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Acceptance of a Grant from Health Research, Inc. for the Public Health Emergency Preparedness Program and Authorize a Contract with the University of Rochester

Honorable Legislators:

I recommend that Your Honorable Body accept a grant from Health Research, Inc. in the amount of \$1,299,494 for the Public Health Emergency Preparedness Program for the period of July 1, 2022 through June 30, 2023, and authorize a contract with the University of Rochester in an amount not to exceed \$40,608 for continuing development and sustainment of the County's Medical Countermeasure Program for the period of February 1, 2023 through June 30, 2023 subject to funding.

The purpose of this grant is to assist local health departments to develop emergency-ready public health departments in accordance with the National Preparedness Goals and the Centers for Disease Control and Prevention Preparedness Goals. Program objectives are: continued COVID-19 response support, enhanced public health emergency preparedness including training, planning, equipment acquisition and response readiness; enhanced point of dispensing clinic readiness to include bioterrorism response (e.g. anthrax); expansion of a volunteer medical reserve corps; enhanced communicable disease planning (e.g. pandemic influenza); and enhanced disease surveillance. An additional \$1,000,000 in restricted New York State Department of Health emergency placeholder funding is included. This funding could be made available in the event an actual public health emergency occurs during the grant period. This will be the twenty-first year the County has received this grant. If the \$1,000,000 in restricted New York State Department of Health emergency placeholder funding is received, this year's funding represents an increase of \$809 from last year.

This contract will support the County's Medical Countermeasure Program. The University of Rochester will provide: support of exercise and drill development and implementation; communication and information management activities; Monroe County Department of Public Health staff and partner training; and completion of other related projects and activities as determined by the Program Manager of the Office of Public Health Preparedness.

A Request for Qualifications was issued for this contract with the University of Rochester selected as the most qualified to perform this service.

The specific legislative actions required are:

1. Authorize the County Executive, or his designee, to accept a \$299,494 grant from, and to execute a contract and any amendments thereto with, Health Research, Inc. for the Public Health Emergency Preparedness Program for the period of July 1, 2022 through June 30, 2023.
2. Amend the 2022 operating budget of the Department of Public Health by appropriating the sum of \$299,494 into general fund 9300, funds center 5801090000, Public Health Preparedness.

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3. Authorize the County Executive, or his designee, to appropriate up to \$1,000,000 in additional restricted New York State Department of Health emergency placeholder funding upon approval by New York State.
4. Authorize the County Executive, or his designee, to execute a contract and any amendments thereto, with the University of Rochester, 601 Elmwood Avenue, Rochester, New York 14642, for the continuing development and sustainment of the County's Medical Countermeasure Program in an amount not to exceed \$40,608 for the period of February 1, 2023 through June 30, 2023 subject to funding.
5. Authorize the County Executive to appropriate any subsequent years of the grant award in accordance with the grant terms, to reappropriate any unencumbered balances during the grant period according to the grantor requirements, and to make any necessary funding modifications within grant guidelines to meet contractual commitments.
6. Should funding of this program be modified or terminated for any reason, the County Executive is hereby authorized to terminate or modify the program and, where applicable, to terminate or abolish some or all positions funded under such program. Any termination or abolishment of positions shall be in accordance with New York State Civil Service Law and, when applicable, the terms of any labor agreement affecting such positions.

This action is a Type II Action pursuant to 6 NYCRR § 617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to further review under the State Environmental Quality Review Act.

This grant is 100% funded by Health Research, Inc. No net County support is required in the current Monroe County budget.

The University of Rochester is a not-for-profit entity and the records in the Office of the Monroe County Treasury have indicated that it does not owe any delinquent Monroe County property taxes.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,



Adam J Bello
Monroe County Executive

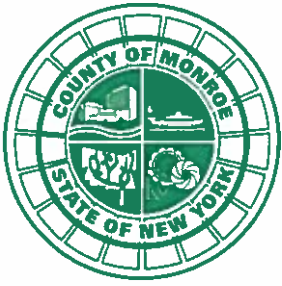
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▣ Referral R22-0205.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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Committee Assignment	
HUMAN SERVICES	-L
WAYS & MEANS	

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Acceptance of a Grant from the New York State Department of Health for the Sexually Transmitted Disease Intervention Program

Honorable Legislators:

I recommend that Your Honorable Body accept a five-year grant from the New York State Department of Health in the amount of \$2,375,000 for the Sexually Transmitted Disease ("STD") Intervention Program for the period of January 1, 2022 through December 31, 2026.

The purpose of this grant is to enhance STD investigation and control activities with the goal of reducing the rate of sexually transmitted disease in Monroe County. In May of 2016, NY State Public Health Law Article 23 was amended to include HIV in the list of sexually transmitted infections classifications. This allowed funding for the surveillance and partner services of sexually transmitted infections to include HIV. This grant will be used to provide funding for existing salary, benefits, supply and administrative costs. This will be the twenty-second year the County has received this grant. This year's funding represents the same amount from the previous 12-month period.

The specific legislative actions required are:

1. Authorize the County Executive, or his designee, to accept a \$2,375,000 grant from, and to execute a contract and any amendments thereto with, the New York State Department of Health for the Sexually Transmitted Disease Intervention Program for the period of January 1, 2022 through December 31, 2026.
2. Amend the 2022 operating budget of the Department of Public Health by appropriating the sum of \$475,000 into general fund 9300, funds center 5802030100, STD Clinic.
3. Authorize the County Executive to appropriate any subsequent years of the grant award in accordance with the grant terms, to reappropriate any unencumbered balances during the grant period according to the grantor requirements, and to make any necessary funding modifications within grant guidelines to meet contractual commitments.

4. Should funding of this program be modified or terminated for any reason, the County Executive is hereby authorized to terminate or modify the program and, where applicable, to terminate or abolish some or all positions funded under such program. Any termination or abolishment of positions shall be in accordance with New York State Civil Service Law and, when applicable, the terms of any labor agreement affecting such positions.

This action is a Type II Action pursuant to 6 NYCRR § 617.5(c)(26) (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”) and is not subject to further review under the State Environmental Quality Review Act.

This grant is 100% funded by the New York State Department of Health. No additional net County support is required in the current Monroe County budget.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,



Adam J. Bello
Monroe County Executive

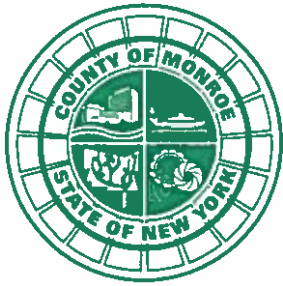
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Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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Committee Assignment	
TRANSPORTATION	-L
WAYS & MEANS	

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Accept Additional Funding from the New York State Department of Transportation for the State Supported Consolidated Local Street and Highway Improvement Program

Honorable Legislators:

I recommend that Your Honorable Body accept additional funding from the New York State Department of Transportation in the amount of \$1,234,943 for the State Supported Consolidated Local Street and Highway Improvement Program.

The Consolidated Local Street and Highway Improvement Program ("CHIPS") helps support the cost of highway and bridge maintenance throughout Monroe County. The New York State Department of Transportation budget also includes programs entitled Extreme Winter Recovery, PAVE-NY, and Pave Our Potholes, which provide additional funding to the CHIPS program. Pursuant to the recently approved FY 2022-2023 New York State Budget, Monroe County will receive an additional \$1,234,943, bringing the total CHIPS award to \$10,287,943.

The specific legislative actions required are:

1. Authorize the County Executive, or his designee, to accept additional funding from the New York State Department of Transportation in the amount of \$1,234,943 for the State Supported Consolidated Local Street and Highway Improvement Program, bringing the total funding amount to \$10,287,943.
2. Amend the 2022 operating budget of the Department of Transportation, by appropriating the sum of \$1,234,943 into road fund 9002, funds center 8002050000, State Supported Consolidated Local Street and Highway Improvement Program.
3. Authorize the County Executive to appropriate any subsequent years of the grant award in accordance with the grant terms, to reappropriate any unencumbered balances during the grant period according to the grantor requirements, and to make any necessary funding modifications within the grant guidelines to meet contractual commitments.

This action is a Type II Action pursuant to 6 NYCRR § 617.5 (c)(26) (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”) and is not subject to further review under the State Environmental Quality Review Act.

Partial funding for this program is included in the 2022 operating budget of the Department of Transportation, road fund 9002, funds center 8002050000, State Supported Consolidated Local Street and Highway Improvement Program. The appropriated amount will adjust the current funding to that established for the program by the New York State approved budget.

This program is 100% funded by the New York State Department of Transportation. No additional net County support is required in the current Monroe County budget.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,



Adam J. Bello
Monroe County Executive



ATTACHMENTS:

Description File Name

▣ Referral R22-0207.pdf



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Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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Committee Assignment
PUBLIC SAFETY -L
WAYS & MEANS

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Acceptance of the Aid to Localities Grant from the New York State Division of Criminal Justice Services for the Offices of the District Attorney and the Public Defender

Honorable Legislators:

This matter is being referred to Your Honorable Body at the request of District Attorney Sandra Doorley and Acting Monroe County Public Defender Erik Teifke.

I recommend that Your Honorable Body accept a grant from the New York State Division of Criminal Justice Services in the amount of \$640,825 for the Aid to Localities ("ATL") Program for the Offices of the District Attorney and the Public Defender for the period of April 1, 2022 through March 31, 2023.

The ATL Grant program provides expedited felony case processing through the judicial system by funding part or all of the salary costs equivalent to five (5) full-time positions in the District Attorney's Office, and part of the salary costs of three (3) full-time positions in the Public Defender's Office. The funding amounts are as follows: \$395,739 for the District Attorney and \$245,086 for the Public Defender. This will be the thirty-ninth year the County has received this grant. This year's funding is the same amount received in last year's award.

The specific legislative actions required are:

1. Authorize the County Executive, or his designee, to accept a \$640,825 grant from, and to execute a contract and any amendments thereto with, the New York State Division of Criminal Justice Services for the Aid to Localities Program for the Offices of the District Attorney and the Public Defender for the period of April 1, 2022 through March 31, 2023.
2. Amend the 2022 operating budget of the District Attorney's Office by appropriating the sum of \$395,739 into general fund 9300, funds center 2508010000, Major Felony Bureau.

3. Amend the 2022 operating budget of the Public Defender's Office by appropriating the sum of \$245,086 into general fund 9300, funds center 2601010000, Office of The Public Defender.
4. Authorize the County Executive to appropriate any subsequent years of the grant award in accordance with the grant terms, to reappropriate any unencumbered balances during the grant period according to the grantor requirements, and to make any necessary funding modifications within the grant guidelines to meet contractual commitments.
5. Should funding of this program be modified or terminated for any reason, the County Executive is hereby authorized to terminate or modify the program and, where applicable, to terminate or abolish some or all positions funded under such program. Any termination or abolishment of positions shall be in accordance with New York State Civil Service Law and, when applicable, the terms of any labor agreement affecting such positions.

This is a Type II Action pursuant to 6 NYCRR § 617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to review under the State Environmental Quality Review Act.

This grant is 100% funded by the New York State Division of Criminal Justice Services. No additional net County support is required in the current Monroe County budget.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,


Adam J. Bello
Monroe County Executive

AJB:db



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Description File Name

▣ Referral R22-0208.pdf



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Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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PUBLIC SAFETY -L
WAYS & MEANS

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorize a Contract with Cayuga Home for Children Inc. for Therapy Services with Raise the Age Youth

Honorable Legislators:

I recommend that Your Honorable Body authorize a contract with Cayuga Home for Children Inc. ("Cayuga Centers") in an amount not to exceed \$241,819 for therapy services with Raise the Age youth for the period of April 1, 2022 through March 31, 2023, with the option to renew for three (3) additional one-year terms in an amount not to exceed \$241,819 per year.

Cayuga Centers will provide therapy services that are family-based prevention and intervention methods for high-risk youth that will address complex problems through clinical practices that are flexibly constructed and culturally sensitive. In addition, when identified for adolescent offenders who have exhibited serious antisocial or delinquent behaviors, Cayuga Centers therapists will use a home-based model of service delivery to reduce barriers that keep families from accessing services.

A Request for Proposals was issued for this contract with Cayuga Centers the sole responder.

The specific legislative action required is to authorize the County Executive, or his designee, to execute a contract and any amendments thereto, with Cayuga Home for Children Inc., 101 Hamilton Avenue, Auburn, New York 13021 for therapy services with Raise the Age youth in an amount not to exceed \$241,819 for the period April 1, 2022 through March 31, 2023, with the option to renew for three (3) additional one-year terms in an amount not to exceed \$241,819 per year.

This is a Type II action pursuant to 6 NYCRR § 617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to further review under the State Environmental Quality Review Act.

Funding for this contract is included in the 2022 operating budget of the Department of Public Safety, general fund 9300, funds center 2403020100 Juvenile Services Family Division. No additional net County support is required in the current Monroe County budget.

Cayuga Home for Children Inc. is a not-for-profit agency and the records in the Office of the Monroe County Treasury have indicated that it does not owe any delinquent Monroe County property taxes.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,



Adam J. Bello
Monroe County Executive

AJB:db



ATTACHMENTS:

Description File Name

▣ Referral R22-0209.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

OFFICIAL FILE COPY	
No.	<u>220209</u>
Not to be removed from the Office of the Legislature Of Monroe County	
Committee Assignment	
PUBLIC SAFETY	-L
WAYS & MEANS	

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Amend Resolution 282 of 2020 to Authorize Contract Renewals with the Board of Regents of the University of Oklahoma Health Sciences Center and Coordinated Care Services, Inc. for Services Related to the Finger Lakes Regional Youth Justice Team Grant Program

Honorable Legislators:

I recommend that Your Honorable Body amend Resolution 282 of 2020 to authorize a contract renewal with the Board of Regents of the University of Oklahoma Health Sciences Center ("University of Oklahoma") in an amount not to exceed \$33,529 for the Oklahoma Model Treatment Modality Training in the Problematic Sexual Behavior – Cognitive Behavior – Adolescent Treatment Program and a contract renewal with Coordinated Care Services, Inc. in an amount not to exceed \$70,000 for Trauma Informed Training for the period of January 1, 2022 through September 30, 2022.

Per Resolution 6 of 2020, Your Honorable Body accepted a grant from the New York State Division of Criminal Justice Services for the Finger Lakes Regional Youth Justice Team Grant Program. The University of Oklahoma will continue to provide training regarding assessment and treatment for adolescents with sexual behavior problems. Coordinated Care Services, Inc. will continue to provide training, knowledge and capacity around the elements of a trauma-informed, culturally informed system, and how that understanding can be applied to their daily practice and organizational culture yielding improved outcomes.

The specific legislative actions required are:

1. Authorize the County Executive, or his designee, to execute a contract renewal and any amendments thereto with, the Board of Regents of the University of Oklahoma Health Sciences Center, 865 Research Parkway, Suite 450, Oklahoma City, Oklahoma 73104, for the Oklahoma Model Treatment Modality Training in Problematic Sexual Behavior – Cognitive Behavior – Adolescent Treatment Program in an amount not to exceed \$33,529 for the period of January 1, 2022 through September 30, 2022.
2. Authorize the County Executive, or his designee, to execute a contract renewal and any amendments thereto with, Coordinated Care Services, Inc., Water Tower Park, 1099 Jay Street, Building J, Rochester, New York 14611 for trauma informed training in an amount not to exceed \$70,000 for the period of January 1, 2022 through September 30, 2022.

This is a Type II Action pursuant to 6 NYCRR § 617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to review under the State Environmental Quality Review Act.

Funding for these contracts is included in the 2022 operating budget of the Department of Public Safety, general fund 9300, funds center 2403010000, Probation Administration. No additional net County support is required in the current Monroe County budget.

The University of Oklahoma is an institution of higher education and Coordinated Care Services, Inc. is a not-for-profit agency. Records of the Office of the Monroe County Treasury have indicated that neither entity owes any delinquent Monroe County property taxes.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,


Adam J. Bello
Monroe County Executive

AJB:db



ATTACHMENTS:

Description File Name

▣ Referral R22-0210.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

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No. <u>220210</u>
Not to be removed from the Office of the Legislature Of Monroe County
Committee Assignment
WAYS & MEANS -L

June 10, 2022

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Approving the Amended and Restated Monroe County Deferred Compensation Plan, as Previously Adopted by the New York State Deferred Compensation Board

Honorable Legislators:

I recommend that Your Honorable Body approve the Amended and Restated Monroe County Deferred Compensation Plan ("Amended Plan"), as previously adopted by the New York State Deferred Compensation Board ("State Board").

The Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act") and the Coronavirus Aid, Relief and Economic Security Act of 2020 ("CARES Act") enacted regulatory changes to certain types of distributions and loans to Plan participants and beneficiaries after a participant's death, and permitted the option to elect certain changes in response to the Coronavirus pandemic. The State Board made amendments to its Model Plan on December 11, 2020 to reflect the regulatory changes and to permit public employers in this state to elect certain distribution and loan options in response to the pandemic's impact on personal finances.

In accordance with Chapter 41 of the Monroe County Code and New York State regulations, the Monroe County Deferred Compensation Committee must adopt said amendments, the Monroe County Legislature must approve the amendments, and the Amended Plan must be filed with the President of the New York State Civil Service Commission. Accordingly, the Monroe County Deferred Compensation Committee met, discussed, and adopted the Amended Plan on September 10, 2020. The Amended Plan is now before Your Honorable Body for consideration and approval.

A copy of the Amended Plan is on file within the Office of the Clerk of the Legislature. Legislators and their staffs may review the Amended Plan at their convenience.

The specific legislative actions required are:

1. Approve the Amended and Restated Monroe County Deferred Compensation Plan, as previously adopted by the New York State Deferred Compensation Board, and adopted by the Monroe County Deferred Compensation Committee, in accordance with Chapter 41 of the Monroe County Code.
2. Authorize the Clerk of the Legislature to send a certified copy of this resolution to the Director of the Department of Human Resources, who shall maintain a certified copy of the Amended Plan, for information and inspection at all times as required by Local Law No. 4 of 1998.
3. Authorize the Chairperson of the Monroe County Deferred Compensation Committee to file the Amended Plan, and any other necessary documentation, with the President of the New York State Civil Service Commission, as may be required.

This action is a Type II action pursuant to 6 NYCRR 617.5(c)(26) (“routine or continuing agency administration and management”) and is not subject to review under the State Environmental Quality Review Act.

Adoption of this resolution will have no net impact on the revenues or expenditures of the current Monroe County budget.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,



Adam J. Bello
Monroe County Executive

AJB:db




Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

MEMORANDUM

TO: David Grant, Clerk of the Legislature

FROM: Dawn Broking, Office of the County Executive 

DATE: June 21, 2022

SUBJECT: Referral 22-0210 Approving the Amended and Restated Monroe County Deferred Compensation Plan, as Previously Adopted by the New York State Deferred Compensation Board

Enclosed, please find a revised Plan Document for the Deferred COMPENSATION PLAN FOR EMPLOYEES OF Monroe County (Amended and Restated as of June 24, 2020).

This is to correct an error in Section 7, 7.2 (b). There are no other corrections to the document.

Corrected section 7, 7.2 (b) on Page 21 of the document:

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a Roth Account pursuant to Section ~~Error! Reference source not found~~ 8.8, but not including any amounts in the Participant.....

Enclosure



Plan Document

for the

**DEFERRED COMPENSATION PLAN
FOR EMPLOYEES OF
Monroe County**

(Amended and Restated as of June 24, 2020)

**Deferred Compensation Plan
for Employees of
Monroe County
Plan Document**

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**Deferred Compensation Plan
for Employees of
Monroe County
Plan Document**

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1 DEFINITIONS

When used herein, the following terms shall have the following meanings:

1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.

1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.

1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.

1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.

1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).

1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.

1.8 “Before-Tax Deferrals” means that part of a Participant’s Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant’s election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.

1.9 “Beneficiary” means the beneficiary or beneficiaries established in accordance with the provisions of Section 9 to receive the amount, if any, payable under the Plan upon the death of a Participant or, if applicable, Beneficiary, including Designated Beneficiaries, Default Beneficiaries, and Eligible Beneficiaries.

1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.

1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act of 2020, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All references to sections of the CARES Act are to such sections as they may from time to time be amended or renumbered.

1.13 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.14 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.15 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, provided that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.16 “Coronavirus-Related Distribution” means a distribution made from the Plan to a Qualified Participant on or after January 1, 2020 and before December 31, 2020 or such other date provided for under the CARES Act or other applicable law.

1.17 “Default Beneficiary” has the meaning set forth in Section 9.2(a).

1.18 “Designated Beneficiary” means a Beneficiary designated in accordance with Section 9.1 by a Participant (or by the Surviving Spouse of a Participant on or following the death of the Participant in accordance with Section 9.3).

1.19 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.20 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.21 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.22 “Effective Date” means July 12, 2022.

1.23 “Eligible Beneficiary” mean, in accordance with Section 401(a)(9) of the Code, a Beneficiary who is, as of the time of the Participant’s death, (i) the Participant’s Surviving Spouse, (ii) the Participant’s Child who has not yet reached the age of majority (within the meaning of Section 401(a)(9)(F) of the Code), (iii) a disabled Beneficiary (with the meaning of Section 72(m)(7) of the Code), (iv) a Beneficiary who is chronically ill (within the meaning of Section 7702B(c)(2) of the Code) or (v) a Beneficiary who is not more than 10 years younger than the Participant.

1.24 “Eligible Retirement Plan” means:

- (a) an individual retirement account described in Section 408(a) of the Code;
- (b) an individual retirement annuity described in Section 408(b) of the Code;
- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

1.25 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, or (c) any distribution due to an Unforeseeable Emergency.

1.26 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

1.27 “Employer” means Monroe County.

1.28 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.

1.29 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.30 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.

1.31 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.

1.32 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).

1.33 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).

1.34 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.

1.35 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.36 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.

1.37 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.38 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65, and (ii) ending no later than age 70½. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant’s designation of a Normal Retirement Age shall not control the date that payment of such Participant’s benefits shall commence pursuant to Section 8.

1.39 “Participant” means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.40 “Participation Agreement” means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.41 “Plan” means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

1.42 “Plan Benefit” has the meaning set forth in Section 6.5.

1.43 “Plan Year” means the calendar year.

1.44 “Qualified Domestic Relations Order” means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.45 “Qualified Participant” means a Participant who meets the requirements of Section 2202(a)(4)(A)(ii) of the CARES Act.

1.46 “Qualified Roth Contribution Program” means a qualified Roth contribution program as defined in Section 402A of the Code.

1.47 “Regulations” means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

1.48 “Required Beginning Date” means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 72, or (b) Severs from Employment.

1.49 “Review Committee” means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

1.50 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.51 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.52 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.

1.53 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in Compensation.

1.54 “Roth IRA” has the meaning set forth in Section 408A of the Code.

1.55 “Roth Program” means a Qualified Roth Contribution Program within the Plan.

1.56 “Section 457 Transfer” means a transfer made into an Account pursuant to Section 5.1.

- 1.57 “SECURE Act” means the Setting Every Community Up for Retirement Enhancement Act of 2019, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE Act are to such sections as they may from time to time be amended or renumbered.
- 1.58 “Severance from Employment” or “Severs from Employment” means a severance from employment with the Employer within the meaning of Section 457 of the Code.
- 1.59 “State” means the State of New York.
- 1.60 “Surviving Spouse” means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant’s death.
- 1.61 “Treasury Regulations” means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the Treasury Regulations are to such sections as they may from time to time be amended or renumbered.
- 1.62 “Trust Agreement” means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.
- 1.63 “Trust Fund” means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.
- 1.64 “Trustee” means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.
- 1.65 “Unforeseeable Emergency” means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, or the Participant’s or Beneficiary’s dependent, (ii) loss of the Participant’s or Beneficiary’s property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.
- 1.66 “Unit” means a unit measuring the value of an Account Participant’s proportionate interest in an Investment Fund.
- 1.67 “USERRA” means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.
- 1.68 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

SECTION 2 PARTICIPATION

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement is filed with the Administrative Service Agency.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement or amendment or modification thereto shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement or such amendment or modification is filed with the Administrative Service Agency.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3
AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) **Initial Authorization.** A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(b) **Modifications.** A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(c) **Roth Contributions.** To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b). For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) **Discontinuance or Suspension.** A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to the Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

- (i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and
- (ii) 100% of the Participant's Includible Compensation for the Plan Year;

provided, however, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

- (i) twice the dollar amount set forth in Section 3.2(a); and
- (ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

(i) the excess of 100% of Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and

(ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) **Dual Eligibility.** Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of :

(i) the 457 catch-up contribution amount under Section 3.2(b); and

(ii) the age 50 catch-up contribution amount under Section 3.2(c).

(e) **USERRA.** Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(f) **Excess Deferrals and Contributions.** In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions involving

Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result of

the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the

proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

SECTION 5 ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request: Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the

transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan, *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals, and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

**SECTION 6
ACCOUNTS AND RECORDS OF THE PLAN**

6.1 Participant Accounts.

(a) **In General.** The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) **Written Statement.** Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

**SECTION 7
WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS
OF SMALL AMOUNTS; LOANS**

7.1 Distribution for an Unforeseeable Emergency.

(a) **Amount of Distribution for an Unforeseeable Emergency.** Upon a showing by a Participant of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) **Evidence of Other Relief.** A Participant must provide evidence that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) **Elective Distribution.** An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section 401(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

(i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and

(ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) **Automatic Distribution.** With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a Roth Account pursuant to Section 8.8, but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant

to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

- (i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and
- (ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last

Business Day of the month preceding the application for the loan, or such other reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. A Plan loan shall be made only from the Before-Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before-tax deferrals. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however*, that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

(i) CARES Act Loans. To the extent that the Employer has resolved to implement the loan provisions pursuant to Section 7.3(i) of Schedule B, upon the request of a loan-eligible Participant, the Administrative Service Agency may direct the Trustee to make a Plan loan to a Qualified Participant in accordance with the terms of this Section 7.3(i) and consistent with the CARES Act. Notwithstanding anything to the contrary in Section 7.3, the principal amount of a loan made to a Qualified Participant, from March 27, 2020 to September 23, 2020 shall not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of (x) the Plan's highest outstanding loan balance during the one-year period ending on the day before the date on which the loan is made over (y) the plan's outstanding balance on the date on which the loan is made; or (ii) the greater of (x) the present value of the nonforfeitable accrued benefit under the Participant's Account and (y) \$10,000.

(j) CARES Act Loan Repayment. To the extent that the Employer has resolved to implement the repayment provisions pursuant to Section 7.3(j) of Schedule B and notwithstanding anything to the contrary in Section 7.3, a Qualified Participant with an

outstanding loan with a repayment date during the period beginning on March 27, 2020 and ending on December 31, 2020 shall have the repayment date delayed by up to one year.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

7.5 Coronavirus-Related Distributions. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.5 of Schedule B and notwithstanding anything in Section 7.1, upon a showing by a Qualified Participant of a need for a Coronavirus-Related Distribution, the Administrative Services Agency may permit a payment to be made to the Participant in an amount that does not exceed \$100,000 or, to the extent that the Employer has designated a different amount under Section 7.5 of Schedule B, the amount as set forth in Section 7.5 of Schedule B.

7.6 Distribution for Qualified Birth or Adoption. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.6 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed \$5,000 for a qualified birth or adoption distribution as defined under Section 113 of the SECURE Act.

SECTION 8
DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70½; provided, however, that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code; . Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however,* that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the

date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is

made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) Calculation of Payments.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the

timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 8.1(c). Notwithstanding the foregoing, any distribution to a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and subject to Sections 8.6(d) and (e).

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in

Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary, all distributions under the Plan shall be in accordance with the minimum distribution and timing requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however*, that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and

Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant's Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Occurring on or Prior to December 31, 2021, and Before the Required Beginning Date.

(i) If, prior to December 31, 2021, a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant's Plan Benefit shall be distributed to his or her Beneficiary no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(a) or (a) as follows:

(a) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

(b) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 72; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(a)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(iii) If the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the

entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(e) Death of a Participant Occurring on or Prior to December 31, 2021, After the Required Beginning Date, and After Commencement of Distributions. If, prior to December 31, 2021, a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Designated Beneficiary or Default Beneficiary that is the Surviving Spouse, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a Designated Beneficiary or if the Default Beneficiary is not the Surviving Spouse, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

provided, however, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i); and *provided, further*, that if the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed with 10 years of the Beneficiary's death.

(f) Distributions After the Death of a Participant Occurring After December 31, 2021. If, after December 31, 2021, a Participant dies before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Beneficiary who is an Eligible Beneficiary and an individual, the Eligible Beneficiary may receive distributions of the Beneficiary's unpaid portion of Plan Benefit over his or her remaining life expectancy determined in accordance with applicable Treasury Regulations, *provided* that, if the Eligible Beneficiary dies, any remaining benefits must be distributed to his or her Beneficiary within 10 years of the Eligible Beneficiary's death; and *provided, further*, that, if the Eligible Beneficiary is a minor child, any remaining benefits must be distributed within 10 years after such child reaches the age of majority; and

(ii) If the Participant has a Beneficiary who is not an Eligible Beneficiary but is an individual, the Beneficiary shall receive distribution of the Beneficiary's

unpaid portion of the Plan Benefit in its entirety within 10 years following the date of the Participant's death; or

(iii) If the Participant has a Beneficiary who is not an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety with five years following the date of the Participant's death.

(g) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

(h) 2020 Waiver. Notwithstanding anything to the contrary in Section 8.6, whether a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one of more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designed Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those distributions as determined in accordance with the option chosen by the employer in Schedule B. Notwithstanding the option chosen by the employer in Schedule B, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. In addition, notwithstanding Section 8.4, and solely for purposes of applying the direct rollover provisions of the plan, certain additional distributions in 2020, as chosen by the employer in Schedule B, will be treated as eligible rollover distributions. If no election is made by the employer in the adoption agreement, a direct rollover will be offered only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code. To the extent there is a conflict between this Section 8.6(h) of the Plan and Section 401(a) of the Code, the provision of the Code shall prevail.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant's death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, "Special Proceeds" means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a

former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

8.8 In-Plan Rollover to Roth Account.

- (a) A Participant who has not severed employment or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit not otherwise distributable under the Plan, and not attributable to Roth Contributions or outstanding loans, directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant or spousal Alternate Payee. After a Participant or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant or spousal Alternate Payee may elect to take distributions from such Account in accordance with Sections 8.1 or 8.3.
- (b) Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant's Surviving Spouse or spouse Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c).
- (c) The provisions in Section 8.8 shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

**SECTION 9
DESIGNATION OF BENEFICIARIES**

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Designated Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Designated Beneficiary designation without the consent of any prior Designated Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency "in good order" shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if (i) it is in a written or electronic format acceptable to the Administrative Service Agency and (ii) the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designate; Death of a Beneficiary. (a) If no such Beneficiary designation is in effect at the time of a Participant's death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant's death shall be made by the Trustee from the Trust Fund to the Participant's Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant's estate (such Beneficiary hereinafter referred to as the "Default Beneficiary"). If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If a Designated Beneficiary or Default Beneficiary dies after the death of the Participant but prior to receiving a complete distribution of the portion of the Plan Benefit that would have been paid to such Beneficiary had such Beneficiary's death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary's estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Designated Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Designated Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the Plan Benefit that would have been paid to such Surviving Spouse had such Surviving Spouse's death not then occurred, then, for purposes

of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse's estate.

SECTION 10 QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

SECTION 11 ADMINISTRATION

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable

under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, provided that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants,

consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall

include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12
AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13
GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other person at his or her

address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however,* that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term "including" means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: May 16, 2013

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

YES

NO

Effective date: May 16, 2013

8.8 IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.8 of the Plan permits In-Plan Rollovers to a Roth Account only if the Committee has checked YES in Section 3.1(c) (permitting a Roth Program) and checked YES below allowing a Participant's Plan Benefit not attributable to Roth Contributions or outstanding loans to be directly contributed to a Roth Account under the Plan prior to, upon or after a distributable event. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a Participant's Plan Benefit may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Plan Benefit that is not attributable to Roth Contributions or outstanding loans directly rolled over into a Roth Account in the Plan.

YES (do not check YES unless Roth Program is in effect)

NO

Effective date: May 16, 2013

3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

YES

NO

Effective date: May 16, 2013

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change(as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

YES

NO

Effective date: May 16, 2013

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) Automatic Distributions after a Severance from Employment.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$_____, [Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code] to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

YES (do not check YES unless a permissible amount is specified above)

NO

Effective date: May 16, 2013

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3 of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES

NO

Effective date: May 16, 2013

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (do not check YES unless Plan Loans are authorized for active Employees)

NO

Effective date: May 16, 2013

Committee Elections – Modification of Default Plan Provisions

7.3(f) DURATION OF LOAN GRACE PERIOD

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the “Loan Grace Period.”

Section 7.3(f) of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be _____ days [a number of days greater than 0 but less than 90] following the due date of a Participant’s scheduled loan repayment.

Effective date: _____

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Lump Sum Amount.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be \$ _____.

Effective date: _____

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the "Minimum Installment Amount."

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the "none" or "0" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be \$ _____.

Effective date: _____

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the "Maximum Annual Number of Partial Distributions."

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be _____.

Effective date: _____

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(c) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the "Distribution Waiting Period."

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word "none" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A.

The Distribution Waiting Period shall be _____ days.

Effective date: _____

SCHEDULE B
CARES Act and SECURE Act Optional Plan Provisions

Effective date of the last completion or amendment of this Schedule B: July 12, 2022

Employer Elections – Optional CARES Act and SECURE Act Plan Provisions

7.3(i) CARES ACT PLAN LOANS FOR QUALIFIED PARTICIPANTS

Section 7.3(i) of the Plan allows the Employer to permit Qualified Participants to request a CARES Act Plan loan. If adopted, the provision applies to CARES Act loans made to Qualified Participants from March 27, 2020 to September 23, 2020. Unless the Employer designates a lower amount below, the maximum loan amount shall be capped as described in Section 7.3(i) of the CARES Act. Check YES to indicate that CARES Act loans will be permitted. Check NO to indicate that no CARES Act Plan loans will be permitted. Only one option may be elected.

Loan-eligible Participants who are Qualified Participants shall be eligible to request a CARES Act Plan loan and may be granted a loan pursuant to the requirements of Section 7.3(i) of the Plan.

YES

NO

If YES, the maximum loan amount shall be \$100,000.

7.3(j) CARES ACT LOAN REPAYMENT DELAY

Section 7.3(j) of the Plan allows the Employer to permit repayment of certain Plan loans made to Qualified Participants to be delayed up to one year. If adopted, the provision applies to Qualified Participants with outstanding loans with repayment due between March 27, 2020 and December 31, 2020. Check YES to indicate that changes to loan repayment schedules pursuant to the CARES Act will be permitted. Check NO to indicate that no changes to loan repayment schedules pursuant to the CARES Act will occur. Only one option may be elected.

Qualified Participants with an outstanding loan under the Plan may have the due date of such loan delayed pursuant to the requirements of Section 7.3(j) of the Plan.

YES

NO

7.5 CORONAVIRUS-RELATED DISTRIBUTIONS

Section 7.5 of the Plan allows the Employer to permit Coronavirus-Related Distributions. The Plan document states that, unless the Committee makes a different election below, the maximum distribution amount shall be \$100,000, as capped by the CARES Act. If adopted, the provision applies to Coronavirus-Related Distributions made between January 1, 2020 and December 31, 2020. Check YES to indicate that Coronavirus-Related Distributions will be permitted. Check NO to indicate that Coronavirus-Related Distributions will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit Coronavirus-Related Distributions, pursuant to Section 7.5 of the Plan, in compliance with the relevant provisions of the Plan and the CARES Act.

YES

NO

The maximum distribution amount shall be \$100,000.

7.6 DISTRIBUTION FOR A NEW CHILD

Section 7.6 of the Plan allows the Employer to permit penalty-free distributions for a new child. If adopted, the provision applies to Distributions for a New Child made after December 31, 2019. Check YES to indicate that Distributions for a New Child will be permitted. Check NO to indicate that Distributions for a New Child will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for a new child as of the operational effected date described below, pursuant to Section 7.6 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE Act.

YES

NO

8.1(a) ELIGIBILITY FOR DISTRIBUTION

Section 8.1(a) of the Plan provides for the minimum age for in-service distributions to Participants. The Plan document states that, unless the Employer elects a different minimum age below, which shall be no lower than age 59 ½, the minimum age for in-service distributions shall be 70 ½. If adopted, the provision applies to distributions made after December 31, 2019. Check YES to indicate that the minimum age for in-service distributions will be changed to the age elected below. Check NO to indicate that no changes will be made to the minimum age for in-service distributions. Only one option may be elected.

YES

The minimum age for in-service distributions shall be _____.

NO

8.6(h) 2020 RMDs

Section 8.6(h) of the Plan provides for the waiver of required minimum distributions for calendar year 2020 and allows the employer to choose whether a Participant or Beneficiary will receive 2020 RMDs. If adopted, the provision applies to required minimum distributions for the period between January 1, 2020 and December 31, 2020. Only one option may be elected.

- A Participant or Beneficiary who would have been required to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary chooses not to receive the distribution; or
- A Participant or Beneficiary who would have been required to receive a 2020 RMD will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

Section 8.6(h) also provides for the treatment of certain distributions in 2020 as eligible rollover distributions. Check one or none.

- 2020 RMDs (as defined in the Plan);
- 2020 RMDs and Extended 2020 RMDs (both as defined in the Plan); or
- 2020 RMDs (as defined in the Plan), but only if paid with an additional amount that is an eligible rollover distribution without regard to section 401(a)(9)(I).



ATTACHMENTS:

Description File Name

▣ Referral R22-0211.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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No. <u>220211</u>	
Not to be removed from the Office of the Legislature Of Monroe County	
Committee Assignment	
TRANSPORTATION	-L
WAYS & MEANS	

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorize the Acquisition of Interests in Real Property for the Salt Road Highway Improvement Project in the Town of Penfield

Honorable Legislators:

I recommend that Your Honorable Body authorize the acquisition of interests in real property for the Salt Road Highway Improvement Project in the Town of Penfield from the property owners described as follows:

<u>Parcel</u>	<u>Owner</u>	<u>Amount</u>
Map 15 Parcel 1 TE 1,908 sf 1652 Salt Road T.A. # 111.03-1-4.4	Vanessa Kelly 1652 Salt Road Penfield, NY 14526	\$200
Map 16 Parcel 1 TE 396 sf 1647 Salt Road T.A. # 110.04-1-30	Emily Spirito & Ryan Michael Tesler 1647 Salt Road Penfield, NY 14526	\$100
Map 17 Parcel 1 PE 2,295 sf Parcel 2 TE 1,144 sf Parcel 3 TE 1,709 sf 1632 Salt Road T.A. # 111.03-1-2	Paschalis Mihalitsas Sandra Mihalitsas 1632 Salt Road Penfield, NY 14526	\$2,400
Map 18 Parcel 1 PE 2,574 sf Parcel 2 TE 841 sf 1630 Salt Road T.A. # 111.03-1-1	Kimberly McNaughton 1630 Salt Road Penfield, NY 14526	\$3,700
Map 19 Parcel 1 PE 165 sf 1606 Salt Road T.A.# 110.04-1-29.2	Denise M. Hogestyn James M. Hogestyn 1606 Salt Road Penfield, NY 14526	\$200

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Map 20 Parcel 1 PE 1,782 sf 1606 Salt Road T.A. # 111.01-1-31	William J. Kelly Joann Kovacich 1606 Salt Road Penfield, NY 14526	\$3,700
Map 21 Parcel 1 PE 3,505 sf 1550 Salt Road T.A. # 111.01-1-32.1	James Wilbert 1515 Salt Road Penfield, NY 14526	\$300
Map 22 Parcel(s) 1,2,3 & 4 Parcel 1 PE 256 sf Parcel 2 PE 380 sf Parcel 3 TE 3,914 sf Parcel 4 TE 601 sf 1601 Salt Road T.A. # 110.04-1-28.1	Roger I. Leavy 1673 Salt Road Penfield, NY 14526	\$5,200
Map 23 Parcel(s) 1, 2, 3, 4, 5, 6 & 7 Parcel 1 PE 9,520 sf Parcel 2 PE 1,650 sf Parcel 3 PE 5,699 sf Parcel 4 TE 4,107 sf Parcel 5 TE 1,485 sf Parcel 6 TE 2,150 sf Parcel 7 TE 4,946 sf 1530 Salt Road T.A. # 111.01-1-32.2	James R. Wilbert 1515 Salt Road Penfield, NY 14526	\$2,000
Map 24 Parcel(s) 1, 2, 3, 4, 5, & 6 Parcel 1 PE 7,772 sf Parcel 2 PE 6,282 sf Parcel 3 TE 579 sf Parcel 4 TE 3,850 sf Parcel 5 TE 14,720 sf Parcel 6 TE 780 sf 1515 Salt Road T.A. # 110.02-1-23	James R. Wilbert 1515 Salt Road Penfield, NY 14526	\$1,700
Map 25 Parcels 1, 2 & 3 Parcel 1 PE 560 sf Parcel 2 TE 4,919 sf Parcel 3 TE 1,998 sf 1620 Kennedy Road T.A. # 111.01-1-6.3	John G. Mechetti 1620 Kennedy Road Webster, NY 14580	\$1,000
Map 26 Parcel 1 PE 260 sf 1421 Salt Road T.A. # 110.02-1-17	Tyler A. Johnson Marie A. Johnson 1421 Salt Road Webster, NY 14580	\$700

Map 27 Parcel 1 PE 8,093 sf Parcel 2 TE 4,945 sf 1410 Salt Road T.A. #111.01-1-1	Craig Relyea 1650 Kennedy Road Webster, NY 14580	\$1,000
Map 28 Parcel 1 PE 2,556 Parcel 2 TE 2,250 sf 1405 Salt Road T.A. # 095.04-1-46	Julie Schwartz 1405 Salt Road Webster, NY 14580	\$4,400
Map 29 Parcel 1 PE 198 sf 1404 Salt Road T.A. # 096.03-1-70	Allison Fedyk 1404 Salt Road Webster, NY 14580	\$300
Map 30 Parcel 1 PE 2,700 sf Parcel 2 TE 1,500 sf 1403 Salt Road T.A. # 095.04-1-45	Ricky Trottier Barbara Trottier 1403 Salt Road Webster, NY 14580	\$3,900
Map 31 Parcel 1 PE 3,580 sf Parcel 2 TE 1,728 sf 1401 Salt Road T.A. # 095.04-1-44	Daniel A. Hyman 1401 Salt Road Webster, NY 14580	\$5,400
Map 32 Parcel(s) 1, 2, & 3 Parcel 1 PE 240 sf Parcel 2 PE 240 sf Parcel 3 TE 1,920 sf 1402 Salt Road T.A. # 096.03-1-69.21	Joseph J. Scofero Kimberly A. Scofero 1402 Salt Road Webster, NY 14580	\$1,100
Map 33 Parcel(s) 1, 2, & 3 Parcel 1 PE 1,456 sf Parcel 2 PE 956 sf Parcel 3 TE 507 sf 1391 Salt Road T.A. # 095.04-1-43	North East Joint Fire District P.O. Box 361 Webster, NY 14580	\$1,700
Map 34 Parcel(s) 1, 2, 3 Parcel 1 PE 240 sf Parcel 2 TE 1,392 sf Parcel 3 TE 577 sf 1396 Salt Road T.A. # 096.03-1-69.12	Joseph Scofero Paula A. Scofero 1402 Salt Road Webster, NY 14580	\$550
Map 35 Parcel 1 PE 4,150 sf 1590 Kennedy Road T.A. # 110.02-1-22.31	James R. Wilbert 1515 Salt Road Penfield, NY 14526	\$400

Map 36
Parcel 1 PE 392 sf
Parcel 2 TE 1,447 SF
1623 Plank Road
T.A. # 096.03-1-69.1

Devin A. Muha
Molly Muha
1623 Plank Road
Webster, NY 14580

\$210


The specific legislative action required is to authorize the County Executive, or his designee, to acquire the referenced property interests and execute all documents necessary for the Salt Road Highway Improvement Project between Atlantic Avenue and Plank Road at the tax identification numbers listed above, in the Town of Penfield by contract and/or the Eminent Domain Procedure Law, along with any amendments for unanticipated damages, within the total capital fund(s) appropriation.

This action is an Unlisted Action under the New York State Environmental Quality Review Act ("SEQRA"). Pursuant to Resolution 86 of 2022, the Monroe County Legislature issued a Negative Declaration for this action. No further action under SEQRA is required.

Funding for this contract, consistent with authorized uses, is available in capital fund 1910 and in any other fund(s) created for the same intended purpose. No additional net County support is required in the current Monroe County budget.

The records in the Office of the Monroe County Treasury have indicated that the individual property owner(s) listed above do not owe any delinquent Monroe County property taxes.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,


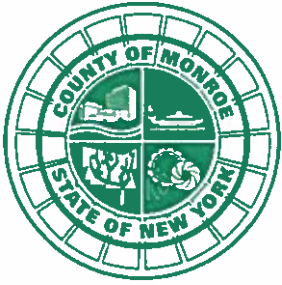
Adam J. Bello
Monroe County Executive



ATTACHMENTS:

Description File Name

▣ Referral R22-0212.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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No. <u>220212</u>
Not to be removed from the Office of the Legislature Of Monroe County
Committee Assignment
PUBLIC SAFETY -L
WAYS & MEANS

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorize the Creation of One New Position in the Public Safety Department Office of Probation-Community Corrections and One New Position in the District Attorney's Office in Order to Implement the United States Justice Department's Swift, Certain, and Fair Supervision Program; and Authorize an Agreement with the City of Rochester Police Department and Other Community Partners to Carry Out the Swift, Certain and Fair Supervision HOPE Grant in Monroe County

Honorable Legislators:

I recommend that Your Honorable Body authorize the creation of one (1) new Senior Probation Officer, Group 16, in the Public Safety Department Office of Probation-Community Corrections and the creation of one (1) new Senior Assistant District Attorney, Group 20, in the District Attorney's Office in order to implement the United States Justice Department's Swift, Certain, and Fair Supervision Program; and authorize an agreement with the City of Rochester Police Department, New York State Supreme Court, the Center for Public Safety Initiatives at Rochester Institute of Technology, and other municipal and community entities to carry out the Swift, Certain and Fair Supervision HOPE Grant in Monroe County.

The Swift, Certain, and Fair Supervision Program uses data and research informed strategies to improve probationer outcomes. These positions will be partially funded through the United States Department of Justice's Swift, Certain and Fair Supervision HOPE Grant authorized by the Monroe County Legislature pursuant to Resolution 15 of 2022.

The specific legislative actions required are:

1. Authorize the County Executive, or his designee, to create one (1) new Senior Probation Officer, Group 16, in the Public Safety Department Office of Probation-Community Corrections and the creation of one (1) new Senior Assistant District Attorney, Group 20, in the District Attorney's Office in order to implement the United States Justice Department's Swift, Certain, and Fair Supervision Program.
2. Authorize the County Executive, or his designee, to enter into an agreement with the City of Rochester Police Department, New York State Supreme Court, the Center for Public Safety Initiatives at Rochester Institute of Technology, and other municipal and community entities to carry out the Swift, Certain and Fair Supervision HOPE Grant in Monroe County.

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3. Should funding of this program be modified or terminated for any reason, the County Executive is hereby authorized to terminate or modify the program and, where applicable, to terminate or abolish some or all positions funded under such program. Any termination or abolishment of positions shall be in accordance with New York State Civil Service Law and, when applicable, the terms of any labor agreement affecting such positions

This is a Type II action pursuant to 6 NYCRR § 617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to further review under the State Environmental Quality Review Act.

Funding for these positions is included in the 2022 operating budget of the Public Safety Department Office of Probation-Community Corrections, general funds 9001 and 9300, funds center 2403050000, Central Services Division and the District Attorney's Office, general fund 9001, funds center 2509010000, Special Investigations Bureau.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,


Adam J. Bello
Monroe County Executive

AJB:db



ATTACHMENTS:

Description File Name

▣ Referral R22-0213.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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No. <u>220213</u>
Not to be removed from the Office of the Legislature Of Monroe County
Committee Assignment
HUMAN SERVICES -L
WAYS & MEANS

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Amend the 2022-2027 Capital Improvement Program and 2022 Capital Budget to Increase Funding for the Project Entitled "Friendship Place" at Monroe Community Hospital and Authorize Financing

Honorable Legislators:

I recommend that Your Honorable Body amend the 2022-2027 Capital Improvement Program and 2022 Capital Budget to increase funding for the project entitled "Friendship Place" at Monroe Community Hospital ("MCH"), and authorize financing for the project.

Friendship Place is the renaming and remodeling of MCH's Dementia Care unit on Friendship 1 West. Originally authorized by Your Honorable Body in July 2021 as a \$275,833 capital project, the remodeling entails building a newly designed spa/bathing room with specialized tubs and fixtures, and initiating therapeutic dementia care-centered updates to the dining room and common area by resizing and restructuring egress and security.

Earlier this year MCH received notice that it was awarded a \$500,000 grant jointly by the New York State Department of Health and the Dormitory Authority of the State of New York to expand beyond the common areas and into the individual resident rooms and specialized memory care sensory areas. MCH would like to augment that grant with \$610,500 of additional project financing to improve the quality of the Dementia Care Unit, providing enhanced quality of life and safe activities of daily living for residents with memory and/or wandering behaviors. With the aforementioned grant funding and additional project financing, the new estimated total project cost is \$1,386,333.

This project is scheduled to be considered by the Monroe County Planning Board on June 23, 2022.

The specific legislative actions required are:

1. Amend the 2022-2027 Capital Improvement Program to increase funding for the project entitled "Friendship Place" in the amount of \$1,110,500, from \$0 to \$1,110,500 for a total project authorization of \$1,386,333.

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2. Amend the 2022 Capital Budget to increase funding for the project entitled "Friendship Place" in the amount of \$1,110,500.
3. Authorize financing for the project entitled "Friendship Place" in the amount of \$1,110,500.

This action is a Type II Action pursuant to 6 NYCRR § 617.5(c)(2) ("replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part") and is not subject to further review under the State Environmental Quality Review Act.

Funding for this project, consistent with authorized uses, will be available in capital fund 2039 once the additional financing authorization requested herein is approved, and in any capital fund(s) created for the same intended purpose.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,


Adam J. Bello
Monroe County Executive

AJB:db



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Description File Name

▣ Referral R22-0214.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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Committee Assignment	
WAYS & MEANS	-L

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorization to Settle a Lawsuit in New York State Supreme Court, Monroe County,
Index No. I2014011911

Honorable Legislators:

I recommend that Your Honorable Body authorize a settlement of \$30,000 in an action brought against Monroe County, in New York State Supreme Court, Monroe County, Index No. I2014011911. This lawsuit arises out of an incident that occurred in August 2013.

The specific legislative actions required are:

1. Authorize the settlement of the action brought against Monroe County in New York State Supreme Court, Monroe County, Index No. I2014011911 for \$30,000.
2. Authorize the County Executive, or his designee, to execute and deliver any and all documents necessary to effectuate such settlement.

The legislative action requested in this referral is not an "Action," as that term is defined in 6 NYCRR § 617.2(b), and is not subject to review under the State Environmental Quality Review Act.

Funding for the payment of the settlement is available in the Risk Management Fund. No additional net County support is required in the current Monroe County budget.

I recommend that this matter be referred to the appropriate committees for favorable action by Your Honorable Body. I request that discussion of this referral take place in Executive Session, pursuant to Public Officer's Law § 105(1)(d).

Sincerely,

Adam J. Bello
Monroe County Executive

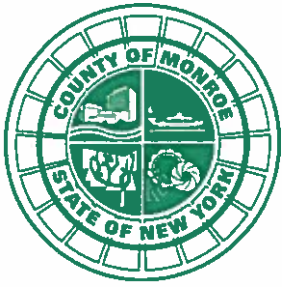
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ATTACHMENTS:

Description File Name

▣ Referral R22-0215.pdf



Office of the County Executive

Monroe County, New York

Adam J. Bello
County Executive

June 10, 2022

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Committee Assignment
WAYS & MEANS -L

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorization to Settle a Lawsuit in New York State Supreme Court, Monroe County,
Index No. E2018008332

Honorable Legislators:

I recommend that Your Honorable Body authorize a settlement of \$25,000 in an action brought against Monroe County, in New York State Supreme Court, Monroe County, Index No. E2018008332. This lawsuit arises out of an incident that occurred in August 2017.

The specific legislative actions required are:

1. Authorize the settlement of the action brought against Monroe County in New York State Supreme Court, Monroe County, Index No. E2018008332 for \$25,000.
2. Authorize the County Executive, or his designee, to execute and deliver any and all documents necessary to effectuate such settlement.

The legislative action requested in this referral is not an "Action," as that term is defined in 6 NYCRR § 617.2(b), and is not subject to review under the State Environmental Quality Review Act.

Funding for the payment of the settlement is available in the Risk Management Fund. No additional net County support is required in the current Monroe County budget.

I recommend that this matter be referred to the appropriate committees for favorable action by Your Honorable Body. I request that discussion of this referral take place in Executive Session, pursuant to Public Officer's Law § 105(1)(d).

Sincerely,

Adam J. Bello
Monroe County Executive

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ATTACHMENTS:

Description File Name

▣ Referral R22-0219.pdf



Office of the County Executive Monroe County Legislature

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Committee Assignment
WAYS & MEANS -L

June 21, 2022

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: **Amend the 2022 Operating Budget to add \$5.00 Admission for Veterans at Seneca Park Zoo**

Honorable Legislators:

We recommend that Your Honorable Body amend the 2022 Operating Budget to add \$5.00 admission at Seneca Park Zoo for veterans.

Monroe County is home to approximately 32,000 veterans who have put their lives on the line to protect our freedom. Cultural institutions across the country offer discounted admission to veterans in recognition of their service to our country; a program Monroe County can mirror at our own Seneca Park Zoo. While we could never fully thank these individuals for their service and sacrifices in defense of our nation, this is a small measure by which Monroe County can assist our veterans.

The specific legislative action required is to amend the 2022 Operating Budget, Seneca Park Zoo Fees to add \$5.00 Admission for Veterans, together with \$5.00 Admission for one (1) guest present with such Veteran, during all normal operating hours.

This action is a Type II Action pursuant to 6 NYCRR § 617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to further review under the State Environmental Quality Review Act.

The admissions are revenue generating and no net County support is required in the current Monroe County budget.

We recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,

Adam Bello
Monroe County Executive

Sabrina LaMar
Monroe County Legislature
President

Steve Brew
Monroe County Legislature
Majority Leader

Yversha Roman
Monroe County Legislature
Minority Leader



Blake Keller
Monroe County Legislator
District 1



Jackie Smith
Monroe County Legislator
District 2



Tracy DiFlorio
Monroe County Legislator
District 3



Frank X. Allkofer
Monroe County Legislator
District 4



Richard B. Milne
Monroe County Legislator
District 5



Sean McCabe
Monroe County Legislator
District 6



Brian E. Marianetti
Monroe County Legislator
District 7



Mark Johns
Monroe County Legislator
District 8



Paul Dondorfer
Monroe County Legislator
District 9



Howard Maffucci
Monroe County Legislator
District 10



Sean M. Delehanty
Monroe County Legislator
District 11



Michael Yudelson
Monroe County Legislator
District 13



Susan Hughes-Smith
Monroe County Legislator
District 14



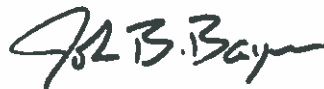
George Hebert
Monroe County Legislator
District 15



David Long
Monroe County Legislator
District 16



Maria Vecchio
Monroe County Legislator
District 17



John B. Baynes
Monroe County Legislator
District 18



Kathleen Taylor
Monroe County Legislator
District 19



Robert Colby
Monroe County Legislator
District 20



Rachel Barnhart
Monroe County Legislator
District 21



Mercedes Vazquez Simmons
Monroe County Legislator
District 22



Linda Hasman
Monroe County Legislator
District 23



Albert Blankley
Monroe County Legislator
District 24



Carolyn Delvecchio Hoffman
Monroe County Legislator
District 25



Ricky Frazier
Monroe County Legislator
District 28



William Burgess
Monroe County Legislator
District 29



ATTACHMENTS:

Description File Name

▣ Referral R22-0221.pdf



Office of the County Executive
Monroe County, New York

Adam J. Bello
County Executive

June 22, 2022

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No. <u>220221</u>
Not to be removed from the Office of the Legislature Of Monroe County
Committee Assignment
INTRGOV REL -L
PUBLIC SAFETY
WAYS & MEANS

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorize an Intermunicipal Agreement with Ontario County for the Monroe County Jail to Accept and Maintain Custody of Inmates from the Ontario County Jail

Honorable Legislators:

This matter is being referred to Your Honorable Body at the request of Sheriff Todd K. Baxter.

I recommend that Your Honorable Body authorize an intermunicipal agreement with Ontario County for the Monroe County Jail to accept and maintain custody of Ontario County inmates at a daily rate of \$122.13 per inmate for the period of June 20, 2022 through June 19, 2023.

The Ontario County Sheriff's Office is currently experiencing an acute shortage of qualified staff necessary to safeguard inmates in its jail facility. The Monroe County Sheriff's Office has sufficient staff and space to safely and effectively retain inmates during this temporary period.

The specific legislative action required is to authorize the County Executive, or his designee, to execute an intermunicipal agreement, and any amendments thereto, with Ontario County for Monroe County to accept and maintain custody of Ontario County inmates at a daily rate of \$122.13 per inmate for the period of June 20, 2022 through June 19, 2023.

This is a Type II Action pursuant to 6 NYCRR §617.5(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to further review under the State Environmental Quality Review Act.

This contract is revenue generating and no net County support is required in the current Monroe County budget.

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,

Adam J. Bello
Monroe County Executive