PLYMOUTH DISTRICT LIBRARY
RETIREE MEDICAL PLAN

Restated as of January 1, 2025

TABLE OF CONTENTS

PLYMOUTH DISTRICT LIBRARY
RETIREE MEDICAL PLAN

INTRODUCTION

This Plan was established effective December 1, 2002. The Plan is offered by the Plymouth District Library (hereinafter referred to as the "Library") for the benefit of certain retired Library employees and their spouses. This Plan provides participants with the opportunity to receive health benefits after retirement. It is intended that this Plan meet the requirements of Code Sections 79, 105 and 106 so that the Employer's contributions on behalf of participating employees and former employees will be excluded from gross income for federal income tax purposes and so that noncash benefits paid under the Plan will be excluded from gross income. The Plan is hereby restated as of January 1, 2025.

ARTICLE I
DEFINITIONS

Wherever used in the Plan, the following terms shall have the respective meanings set forth below unless otherwise expressly provided herein.

1.1 "Administrator" means the Library or such other person or committee as may be appointed from time to time by the Library to supervise the administration of the Plan.

1.2 "Code" means the Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall be deemed to include any applicable regulations and rulings pertaining to such sections and shall also be deemed a reference to comparable provisions of future laws.

1.3 "Credited Service" means "Credited Service" as determined under the Pension Plan.

1.4 "Effective Date" means January 1, 2025.

1.5 "Eligible Spouse" means a Spouse who is eligible to become a Participant in this Plan by meeting the requirements of Section 2.2.

1.6 "Employee" means a common law employee of the Library, and shall exclude leased employees and any individual who is paid for services to the Library as an independent contractor reported on Form 1099, whether or not such individual is actually performing services as a common law employee of the Library or is retroactively recharacterized as a common law employee of the Library through a judicial or administrative determination.

1.7 "Fiduciary" means, with respect to this Plan, the Plymouth District Library, the Administrator, or any individual, corporation, firm or other entity which assumes responsibilities of the Library or the Administrator respecting management of the Plan or the disposition of its assets.

1.8 "Health Care Organization" means an insurance company, health maintenance organization, preferred provider organization, third party administrator or other similar health care organization through which the Plan provides medical benefits.

1.9 "Health Care Premiums" shall have the meaning provided at Section 3.3(b)(vi).

1.10 "Library" means the Plymouth District Library, or any successor thereto.

1.11 "Participant" means a Retiree or Spouse who meets the eligibility requirements set forth in Section 2.1 or 2.2 (respectively) and who has properly elected to become a Participant as provided in Section 2.3.

1.12 "Plan" means the Plymouth District Library Retiree Medical Plan as set forth herein and as it may be amended from time to time.

1.13 "Plan Year" means a fiscal year ending on June 30.

1.14 "Retiree" means a former Employee of the Library if on the date such Employee terminates employment with the Library he or she has attained age 55 and has completed at least 10 years of Credited Service with the Library.

1.15 "Spouse" means the person who is legally married to an Employee or Retiree in the state of the Employee's or Retiree's residence and not separated from him or her under a court decree of legal separation.

1.16 "VEBA" means the voluntary employees beneficiary association trust which is a part of this Plan, established for purposes of helping to fund benefits under this Plan.

ARTICLE II
PARTICIPATION

2.1 Eligibility -- Retiree. A Retiree shall become a Participant in this Plan upon meeting the requirements of Section 2.3.

2.2 Eligibility -- Spouse. A Spouse shall be eligible to become a Participant in this Plan (an "Eligible Spouse") only in the following circumstances:

(a) **Pre-Retirement Surviving Spouse.** The widow or widower who survives an Employee who, at the time of the Employee's death, met the age and service requirements

necessary to be a Retiree under Section 1.14, and who, at the time of death, was actively employed by the Library.

(b) **Retiree Spouse.** The Spouse of a Retiree, who was married to the Retiree at the time the Retiree terminated active employment with the Library, and who has continuously remained married to the Retiree thereafter.

(c) **Post-Retirement Surviving Spouse.** The Spouse of a deceased Retiree, who was married to the Retiree at the time the Retiree terminated employment with the Library, and who remains continuously married to the Retiree thereafter until the Retiree's death.

An Eligible Spouse meeting the requirements of this Section 2.2 shall become a Participant in this Plan upon meeting the further requirements of Section 2.3.

2.3 Participation. Retirees and Eligible Spouses shall elect to begin participation by executing such enrollment forms as the Administrator may determine from time to time, and making required contributions. Participation begins as soon as is feasible after filing of the enrollment forms. A Retiree or Eligible Spouse may elect to begin participation upon first meeting the applicable eligibility requirements, or may elect to commence participation at a later date. A Participant may terminate participation, and may thereafter elect to resume participation pursuant to this Section 2.3, and subject to such rules as the Library may reasonably promulgate from time to time. A Retiree and Eligible Spouse may independently elect to participate (or not participate). The Retiree may participate without participation of his or her Eligible Spouse, and vice versa.

2.4 Termination of Participation. Retiree Participants or Eligible Spouse Participants will cease to be Participants as of the earlier of:

(a) the date on which such individual dies, or

(b) the date on which he or she does not continue to make the contribution (if any) required for his or her continued participation, or

(c) the date on which an Eligible Spouse Participant ceases being the Spouse of a Retiree.

2.5 Continuation of Coverage. Notwithstanding Section 2.4, if certain "Qualifying Events" described in this section occur and a covered Spouse would lose coverage under this Plan as a result, continued coverage is available under this Section 2.5.

(a) The Eligible Spouse of a Retiree may purchase continuation coverage if the Eligible Spouse was a Participant but ceases to be covered under the Plan as a result of either divorce or legal separation from the Retiree.

(b) The Retiree or the Retiree's former Eligible Spouse must inform the Administrator of a divorce or legal separation within 60 days after the date of such occurrence.

(c) Within 14 days of the date the Administrator is notified of the occurrence of an event giving rise to the right to continuation coverage pursuant to this Section, the Administrator shall notify the former Eligible Spouse of the right to elect continuation coverage. The former Eligible Spouse shall have 60 days from the later of (i) the date the notice is received, and (ii) the date such individual would otherwise lose coverage, to inform the Administrator of his or her intent to elect continuation coverage.

(d) Continuation coverage shall be available only if the former Eligible Spouse pays the initial cost of continuation coverage, as well as any service charge permitted under the Code, no later than 45 days after the date the Administrator receives such individual's election to continue coverage. The cost of coverage shall be the Library's cost of providing health care to a single individual, based upon the individual's age. The cost of continuation coverage shall be determined for each Plan Year by the Library.

If the former Eligible Spouse does not elect continuation coverage, his or her health coverage under the Plan shall terminate.

(e) If the former Eligible Spouse chooses continuation coverage, the coverage shall be provided under the health care option elected by him or her prior to termination of his or her active Plan participation. Continuation coverage shall be available for 36 months.

(f) Notwithstanding the foregoing, continuation coverage shall terminate for a former Eligible Spouse as a result of any of the following:

(1) The Library no longer provides group health coverage to any of its Retirees or its Employees;

(2) the former Eligible Spouse fails to pay the required contribution for continuation coverage within 30 days after the due date (except for the initial premium payment as provided in (d), above);

(3) after electing continuation coverage, the former Eligible Spouse becomes covered under another group health plan that either does not exclude pre-existing conditions or may not apply them as a result of the Health Insurance Portability and Accountability Act; or

(4) after electing continuation coverage, the former Eligible Spouse becomes eligible for Medicare.

(g) If a former Eligible Spouse elects continuation coverage and an enrollment period occurs while the former Eligible Spouse is still receiving continuation coverage, the Library shall offer the former Eligible Spouse the opportunity to elect any of the health care options then offered under the Plan.

ARTICLE III
BENEFITS AND REIMBURSEMENT

3.1 Benefits. Benefits will depend on each eligible Participant's Medicare eligibility, as described in this Section.

(a) **Pre-Medicare Participant Benefits.** Eligible Participants who are not yet eligible for Medicare ("Pre-Medicare Participants") may choose from the following two options:

i. **Coverage Option.** Pre-Medicare Participants may choose the "Coverage Option," under which they may continue health care coverage under a policy selected by the Library. The actual medical expenses covered, and the extent of coverage will depend solely upon the terms of the contract, as in effect from time to time. Under the Medical Coverage Option, the Pre-Medicare Participant will be required to pay any copays, deductibles, or other charges (other than the cost of benefit coverage) provided for under the contract with the Health Care Organization. (For the avoidance of doubt, no such copays, deductibles, or other charges which are not Health Care Premiums shall be paid or reimbursed by the Plan.) Notwithstanding anything in this Plan to the contrary, Pre-Medicare Participants can elect the Coverage Option only if, and to the extent that, their participation is permitted by the contract with the Health Care Organization as in effect from time to time.

ii. **HRA Option.** Alternatively, Pre-Medicare Participants may elect to forego the Coverage Option and instead receive reimbursement of Health Care Premiums in an amount equivalent to the dollar amount provided under the Medical Coverage Option (the "HRA Option"). If a Participant chooses the HRA Option, the Participant's Health Care Premiums shall be reimbursed pursuant to the terms of Section 3.3(b), below, and such reimbursement shall be provided in lieu of coverage through the Coverage Option. Under the HRA Option, the Participant must secure coverage on his or her own, and from whatever source the Participant chooses to utilize. Such source may include, without limitation, coverage provided by a current employer of the Participant, or of a Participant's Spouse.

iii. **Cost of Pre-Medicare Participant Benefits**. With respect to benefits provided to Pre-Medicare Participants pursuant to this Section 3.1(a), the Library shall make a contribution for the cost of coverage based upon the Credited Service of the Employee upon whom Plan benefits are based, which Credited Service was earned at the Library at the time of retirement (or death, with respect to a Pre-Retirement Surviving Spouse under Section 2.2(b)), as follows:

1. if the Retiree has at least 20 years of Credited Service and the Pre-Medicare Participant selects the Medical Coverage Option, the Library's contribution for coverage will equal 100% of the dollar amount paid by the Library for active employees' coverage.

2. if the Retiree has at least 10 but less than 20 years of Credited Service and the Pre-Medicare Participant selects the Medical Coverage Option, the Library's

contribution for coverage will equal 50% of the dollar amount paid by the Library for active employees' coverage.

3. if the Retiree has at least 20 years of Credited Service and the Pre-Medicare Participant selects the HRA Option, the Library's contribution to the Pre-Medicare Participant's HRA will equal 100% of the dollar amount paid by the Library for active employees' coverage.

4. if the Retiree has at least 10 but less than 20 years of Credited Service and the Pre-Medicare Participant selects the HRA Option, the Library's contribution to the Pre-Medicare Participant's HRA will equal 50% of the dollar amount paid by the Library for active employees' coverage.

(b) **Medicare-Eligible Participant Benefits.** Retirees and Spouses who are eligible for this Plan and also eligible for Medicare ("Medicare Participants") will not be eligible for the Coverage Option or HRA Option, but will be enrolled in the Municipal Employees' Retirement System of Michigan ("MERS") Health Care Savings Program ("HCSP"). Under the HCSP, the Library will make monthly contributions to the Medicare Participant's HCSP account administered by MERS in accordance with the MERS HCSP Plan Document. The amount of the monthly HCSP contributions will be provided in accordance with the Contribution Addendum to the HCSP Plan Document.

3.2 Coordination of Benefits. No amounts shall be paid under the Coverage Option with respect to any expense for which the Participant incurring the expense is reimbursed by other insurance or otherwise. If a Participant receives benefits under this Plan and is reimbursed for the expense giving rise to such benefits from any other source at any time, he or she shall remit the amount of such reimbursement to the Library. The benefits provided by the Plan are secondary to any which a Participant is entitled to under Medicare and Medicaid to the extent permitted by law, or under any other medical or health care plan or insurance contract, including any auto insurance contract unless there is a waiver of the auto insurance health benefit coverage. Participants must pay their own Medicare premiums. The foregoing shall not apply to any Medicare Participant or to any Pre-Medicare Participant who elects the HRA Option while such HRA Option is in effect.

3.3 Medical Care Expense Payment or Reimbursement.

(a) **Coverage through Health Care Organization.** Expenses provided through a Health Care Organization shall be paid to or for the benefit of Participants pursuant to the Health Care Organization's claims procedures.

(b) **Health Reimbursement Arrangement.** For Pre-Medicare Participants who select the HRA Option in subsection 3.1(a)ii. above, the Library shall credit an amount, determined by subsections 3.1(a)iii.3 and 3.1(a)iii.4 above, to a Health Reimbursement Arrangement ("HRA") as described below:

i. **Establishment**. This HRA is established effective as soon as administratively feasible after August 21, 2012. The HRA is intended to permit Participants that

elect the HRA Option (each an "HRA Participant") to obtain reimbursement of "Health Care Premiums" (as defined in Section 3.3(b)(vi), below) on a nontaxable basis from an HRA Account. The HRA shall not be funded with cash or other assets, and shall be paid from the general assets of the Library or by the VEBA.

ii. **Legal Status**. The HRA is intended to qualify as an employer-provided medical reimbursement plan under Code §§ 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Health Care Premiums (as defined in Section 3.3(b)(vi) below) reimbursed under the HRA are intended to be eligible for exclusion from the HRA Participant's gross income under Code § 105(b).

iii. **Eligibility to Participate**. HRA Participants may enroll in the HRA feature of the Plan by electing the HRA Option as defined in 3.1(a) above.

iv. **Termination of Participation**. Participation in the HRA shall cease upon the earlier of the following:

1) the termination of the HRA by the Library;

2) the date on which the HRA Participant dies; or

3) the date on which the HRA Participant changes his or her election under the Plan.

Health Care Premiums incurred by the HRA Participant prior to the cessation of participation in the HRA and for periods of coverage prior to such cessation shall be eligible for reimbursement, subject to Section 3.3(b)(vii)(c) and other applicable provisions of the Plan.

v. **Benefits Offered.** The benefits offered under the HRA consists solely of credits to an HRA account. There will be one HRA account per HRA Participant. Annual credits will be made only to the HRA account in the amount as set forth in subsection 3.1(a)iii.3 or 3.1(a)iii.4 above. Only "Health Care Premiums" (as defined in Section 3.3(b)(vi) below) shall be reimbursable under the HRA.

vi. **Health Care Premiums**. "Health Care Premiums" are those expenses for health care insurance that would be permitted as a tax deduction under Internal Revenue Code § 213(d). Such Health Care Premiums include those paid for any Medicare premiums, as well as medical, dental, prescription drug, or vison insurance premiums. Health Care Premiums may be reimbursed from the HRA account only to the extent that the expense has not been paid or reimbursed by any other group health care plan, including a health savings account or flexible spending arrangement. If only a portion of the Health Care Premium has been reimbursed elsewhere, the HRA account may reimburse or pay for the remaining portion of such expense, if it otherwise meets the definition of Health Care Premium under this Section 3.3(b)(vi).

vii. **Establishment of HRA Account**

(a) The Plan Administrator will establish and maintain an HRA account for each HRA Participant. The Plan Administrator shall not create a separate fund or otherwise segregate assets for the HRA account. The HRA account so established will merely be a recordkeeping account with the purpose of keeping track of contributions, payments, reimbursements and available reimbursement amounts.

(b) Crediting of HRA account: An HRA Account shall be credited at the beginning of each Plan Year (or immediately upon establishment of the HRA Account during the Plan Year in which an HRA Participant first becomes eligible to Participate in the Plan) with an amount equal to the amount set forth in subsection 3.1(a)iii.3 or 3.1(a)iii.4, above. The full amount of the credit shall be available immediately at the beginning of the Plan Year (or immediately upon establishment of the HRA Account in the Plan Year that an HRA Participant first becomes eligible to Participate in the Plan, or in which the Participant elects to become an HRA Participant).

(c) Debiting of Account: An HRA account shall be debited (reduced) for any reimbursement of Health Care Premiums incurred and paid during the Plan Year. An HRA Participant must present evidence of payment of Health Care Premiums for reimbursement to the Administrator acceptable to the Administrator. No such requests for reimbursement of payments made during a Plan Year which are presented to the Administrator more than 60 days after the end of the Plan Year shall be reimbursed.

(d) Available Reimbursement Amount: The amount available for reimbursement in the HRA account during a Plan Year is the amount credited to the HRA account under subsection vii(b), reduced by prior reimbursements debited under subsection vii(c).

viii. **No Carryover of HRA Account Balances; Forfeitures**. If any balance remains in the HRA account at the end of the Plan Year after all reimbursements have been made for the Plan Year, such balance shall be forfeited. In addition, any HRA benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health Care Premium was incurred shall be forfeited.

3.4 Pre-Existing Condition. A pre-existing condition, i.e., an illness or injury for which medical advice, diagnosis, or treatment was received or sought prior to the effective date of Participation, is not excluded from coverage under the Plan, so long as it is covered by the Health Care Organization, where coverage is provided under Plan Section 3.1(a).

3.5 Non-Alienation. No interest of any person in, or right to receive benefits from, this Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive benefits be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person, including claims in bankruptcy proceedings. The preceding sentence shall not apply (a) to the extent required by applicable law, including, without limitation, the Michigan Public Employee Retirement Benefit Protection Act, MCL

38.1681- 38.1689, (b) in the event of a forfeiture under the Michigan Public Employee Retirement Benefits Forfeiture Act, MCL 38.2701-38.2705, or (c) for payment of support for a Spouse or former Spouse of a Retiree.

3.6 Incompetency. Any elections which may be made by a Participant under this Plan may be made by a duly appointed attorney-in-fact pursuant to a valid power of attorney, or by a guardian or conservator appointed for the Participant by a court of competent jurisdiction, provided that such attorney-in-fact, guardian or conservator furnishes proof of appointment and continued qualification satisfactory to the Administrator. The Administrator's actions pursuant to such election, shall be a complete discharge of any liability of the Plan therefor.

ARTICLE IV
ADMINISTRATION

4.1 Powers and Authority. The Administrator shall have any and all power and authority which shall be necessary, advisable, desirable or convenient to enable it to carry out its duties under the Plan, including by way of illustration and not limitation, the powers and authority to make rules and regulations in respect of the Plan not inconsistent with the Plan, the Code, or other applicable law, to determine, consistently therewith, all questions that may arise as to the eligibility, benefits, status and right of any person claiming benefits under the Plan and to construe and interpret the Plan and correct any defect, supply any omissions, or reconcile any inconsistencies in the Plan, such action to be conclusive and binding on all persons claiming benefits under the Plan. Notwithstanding the foregoing, any insurer or contractual provider of benefits to be provided by the Plan retains the responsibility for administering the insurance contract. Notwithstanding the foregoing, the Municipal Employees' Retirement Board retains fiduciary responsibility relating to the administration of the HCSP, as provided in the HCSP Plan Document.

4.2 Administrator. The Administrator shall supervise the administration of the Plan, except to the extent that benefits under the Plan are provided through a Health Care· Organization or through MERS. It shall be a principal duty of the Administrator to see that the terms of the Plan are carried out for the exclusive benefit of persons entitled to participate in the Plan without discrimination among such persons. The Administrator shall have full discretionary power to administer the Plan in all of its details. For this purpose, the powers and responsibilities of the Administrator shall include, but shall not be limited to, the following, in addition to all other powers and responsibilities provided by the Plan:

(a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) to effect any Plan amendments necessary to prevent discriminatory utilization;

(c) to interpret the Plan in good faith, such interpretation to be final and conclusive on all persons claiming benefits under the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(e) to compute the amount of benefits which shall be payable to any Participant in accordance with the provisions of the Plan, and to determine the person or persons to whom such benefits shall be paid;

(f) to authorize the payment of benefits;

(g) to appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and

(h) to allocate and delegate the responsibilities of the Administrator under the Plan and to designate other persons to carry out any of such responsibilities, any such allocation, delegation or designation to be in writing.

4.3 Examination of Records. The Administrator shall make available to each Participant such records under the Plan as pertain to such Participant, for examination at reasonable times during normal business hours.

4.4 Accounts and Records of the Plan. The Administrator shall establish and maintain records necessary to determine eligibility and benefits under the Plan, and to reflect all benefits provided and all administrative actions. The Administrator shall maintain such records as long as necessary for proper administration of the plan, and at least for any period required by law.

4.5 Reliance on Tables, Etc. In administering the Plan, the Administrator shall be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by or in accordance with the instructions of accountants, counsel or other experts employed or engaged by the Administrator.

4.6 Nondiscriminatory Exercise of Authority. Whenever in the administration of the Plan any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

4.7 Benefit Contracts. The Library shall have the right (a) to enter into a contract with one or more Health Care Organizations for the purposes of providing any benefits under the Plan; and (b) to replace any of such contracts. Any dividends, retroactive rate adjustments, other refunds of any type, or demutualization payments that may become payable under any insurance contract shall be assets of the Plan and shall be retained by the VEBA.

4.8 Indemnification. The Administrator (if a party other than the Library, unless otherwise provided by contract) and all agents and representatives of the Library shall be indemnified by the Library and saved harmless against claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the

Plan except claims arising from gross negligence, willful neglect, or willful misconduct. The Library reserves the right to select and approve counsel and also the right to take the lead in any action in which it may be liable as an indemnitor.

4.9 Claims and Appeals. Claims for benefits under this Plan, or with respect to a Participant's right under the Plan, shall be administered in accordance with the claim procedures of the Health Care Organization providing medical benefits. Appeals from claims denied by a Health Care Organization shall be heard by the Administrator but only to the extent that such appeals are not to be resolved by the Health Care Organization. Claims procedures are designed to provide a full and fair opportunity to obtain a review of any adverse benefit determination. Notwithstanding the foregoing, any claims relating to the MERS HCSP shall be administered by MERS in accordance with the MERS HCSP Plan Document.

4.10 Expenses of Administration. Any proper expense incurred by the Library or the Administrator relative to the administration of the Plan shall be paid by the VEBA Trust if not paid directly by the Library. No person who is an employee of the Library shall receive any compensation for performing the duties of Administrator under the Plan, provided that the Library may reimburse such employee for any reasonable expenses of administration of the Plan paid for by such employee.

ARTICLE V
CHANGES IN THE PLAN

5.1 Amendment and Termination of the Plan. The Library reserves the right to amend, modify or terminate the Plan, by resolutions approved by the Board of the Library, at any time, provided that any benefits due a Participant prior to the time of such amendment, modification or termination shall be paid in accordance with the Plan and any contract with a Health Care Organization. The Library may make any modifications or amendments to the Plan that are necessary or appropriate to qualify or maintain the Plan as a plan meeting the requirements of the applicable sections of the Code or other applicable law.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Information to be Furnished. Participants shall provide the Library and Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

6.2 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the Library, Administrator, VEBA or the VEBA Trustees, except as provided herein or in the VEBA.

6.3 Illegality of Particular Provision. The illegality of any particular provision of this Plan shall not affect the other provisions, but the Plan shall be construed in all respects as if such invalid provisions were omitted.

6.4 Effect of Mistake. In the event of a mistake as to the eligibility or participation of a Participant, or the benefits payable with respect to any Participant, the Administrator shall, to the extent it deems feasible, correct such mistake.

6.5 Applicable Laws. The Plan shall be governed and construed according to the laws of the State of Michigan.

6.6 Construction. The headings and subheadings contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the Plan or the construction of any provision thereof. In any necessary construction, the masculine shall include the feminine and the singular the plural, and vice versa.

IN WITNESS WHEREOF, the Plymouth District Library has caused this instrument to be executed, effective January 1, 2025.

THE PLYMOUTH DISTRICT LIBRARY

By:_____

Title:_____

Dated:_____