

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MARQUETTE

**Leighton J. Carlisle III and
Jeannie L. Carlisle,**

Plaintiffs,

vs.

File No. 16- -CZ
Hon. Jennifer A. Mazzuchi

**Michigamme Township, and
Michigamme Township Supervisor, and
Michigamme Township Clerk, jointly
and severally,**

Defendants.

DOMINIC F. ANDRIACCHI, P.C.
DOMINIC F. ANDRIACCHI (P35442)
DOMINIC F. ANDRIACCHI, JR. (P76358)
Attorneys for the Plaintiffs
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Ishpeming, Michigan 49849
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COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiffs, by and through their attorney, Dominic F. Andriacchi, P.C., and for their Complaint, state:

1. The Plaintiffs are individuals residing in Champion, Marquette County, Michigan.
2. The Plaintiffs are both adults over the age of 18.
3. Defendant Michigamme Township is a municipality located within Marquette County, Michigan.
4. Defendants Michigamme Township Supervisor and Michigamme Township Clerk are officers and/or board members of Defendant Michigamme Township.
5. The events giving rise to this action occurred in Marquette County, Michigan.
6. The amount in controversy is within the jurisdiction of this Court, because the Plaintiffs claim damages in excess of \$25,000.
7. Defendant Michigamme Township employed both of the Plaintiffs.

8. Plaintiff Leighton Carlisle worked for the Defendant from August 1992 until August 2016.
9. Plaintiff Jeannie Carlisle worked for the Defendant from April 1999 until February 2013.
10. Defendant Michigamme Township had established a retirement pension (Pension) for Michigamme Township board members and/or employees. Pension documents, Exhibit A.
11. The Pension was with Municipal Retirement Systems, Inc. *Id.*
12. The Pension was originally established on July 1, 1991. *Id.*
13. The Pension's original effective date was July 1, 1991. *Id.*
14. The Pension was amended on or about April 1, 2009. *Id.*
15. The Pension was amended again on or about April 1, 2011 (2011 Amendment). *Id.*
16. The 2011 Amendment made all of the Defendant's employees eligible to receive Pension funds except township elected officials. *Id.*
17. The 2011 Amendment's only condition of eligibility was for the individual to be over 18. *Id.*
18. The 2011 Amendment's was effective shortly thereafter. *Id.*
19. The 2011 Amendment required the Defendant to contribute 7.5% of the employee's wages to the Pension. *Id.*
20. The 2011 Amendment vested 100% upon entering the Pension. *Id.*
21. The 2011 Amendment provided for lump-sum distributions in cash. *Id.*
22. The 2011 Amendment provided for distributions to be made after the employee's employment was terminated. *Id.*
23. The 2011 Amendment named the Defendant's Supervisor and Clerk as Pension Trustees.
24. Defendants Supervisor and Clerk signed the 2011 Amendment on February 5, 2010. *Id.*

25. On March 14, 2011, Defendant Michigamme Township adopted a resolution passing the 2011 Amendment. *Id.*
26. During 2014, the Defendants paid Pension money to the Jean Howe. Carla Skytta Affidavit, Exhibit B.
27. Defendant Michigamme Township employed Jean Howe in a dual capacity. *Id.*
28. Jean Howe was on the board as the Defendant's Clerk. *Id.*
29. Jean Howe was also employed as a secretary. *Id.*
30. The Defendants paid Jean Howe Pension money for the two roles she served with the Defendant, both as Clerk and as secretary. *Id.*
31. Defendant Michigamme Township's former employee, Carla Skytta, became aware that the Defendants paid Jean Howe as described above. *Id.*
32. Defendant Michigamme Township employed Carla Skytta in a dual capacity. *Id.*
33. Carla Skytta was on the board as Defendant Michigamme Township's Treasurer. *Id.*
34. Carla Skytta was also employed as a regular employee. *Id.*
35. During a board meeting, Carla Skytta approached the Defendants about the Defendants paying Jean Howe in a dual capacity. *Id.*
36. The Defendants then paid Carla Skytta Pension money for the two roles she served with Defendant Michigamme Township, both as an employee and as a Treasurer. *Id.*
37. The Defendants calculated the Pension money payment for Carla Skytta based upon her role as an employee in addition to her time as Treasurer. *Id.*
38. On or about June 14, 2015, Defendant Michigamme Township Supervisor, Alvar Maki, amended the Pension again. (2015 Amendment). Tami Seavoy Letter, Exhibit C.
39. The 2015 Amendment was designed to effective as of April 1, 2009. *Id.*
40. The 2015 Amendment established the employer was supposed to contribute 7.5% for eligible employees. *Id.*
41. The 2015 Amendment excluded Defendant Michigamme Township's hired employees. *Id.*

42. The Defendants designed the 2015 Amendment to be a retroactive amendment. *Id.*
43. The Defendants' representative, attorney Tami Seavoy, admitted the amendment was designed to be retroactive in a letter dated September 13, 2016. *Id.*
44. The Defendants' representative admitted the Defendants were responsible for ensuring a 7.5% reduction occurred for its employees. *Id.*
45. The Defendants' representative admitted the Defendants paid both Jean Howe and Carla Skytta Pension money based upon their dual roles. *Id.*
46. The Defendants' representative admitted the Pension required payment for both Jean Howe and Carla Skytta as Defendant Michigamme Township's hired employees. *Id.*
47. At some point, the Defendants terminated the Pension. Tami Seavoy Letter, Exhibit D.
48. At some point, the Defendants disbursed all Pension money. *Id.*
49. There are no assets remaining in the Pension. *Id.*
50. As of June 24, 2016, the Defendants have no balance in a pension plan for the Plaintiffs. Letter, Exhibit E.
51. Neither Plaintiff received any Pension money.
52. The Plaintiffs demand trial by jury.

COUNT I:

VIOLATION OF THE MICHIGAN CONSTITUTION: ART. 9 § 24

53. The Plaintiffs repeat and re-allege the above paragraphs.
54. Article 9, Section 24 of the Michigan Constitution declares that: "The accrued financial benefits of each pension plan and retirement system of the state and its political subdivisions shall be a contractual obligation thereof which shall not be diminished or impaired thereby."
55. Pursuant to the Michigan Constitution, the Pension established a contractual obligation between the Defendants and the Plaintiffs.

56. Pursuant to the Michigan Constitution, the Pension's 2011 Amendment established a contractual obligation between the Defendants and the Plaintiffs.
57. The Defendants were required to fund, hold money, replenish, or otherwise ensure the Pension was properly funded.
58. The Defendants' 2015 Amendment to the Pension was a retroactive amendment.
59. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair hired employees' rights to the Pension money.
60. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair eligibility rights to the Pension money.
61. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair hired employees' rights to the Pension money.
62. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair the Plaintiffs' rights to the Pension money.
63. The Plaintiffs' rights have been extinguished, limited, diminished, and/or otherwise impaired by the 2015 Amendment.
64. The Defendants' 2015 Amendment violated the Plaintiffs' contractual and/or Constitutional rights.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and attorney fees.

COUNT II:

VIOLATION OF THE MICHIGAN CONSTITUTION; ART. 1 § 17

65. The Plaintiffs repeat and re-allege the above paragraphs.
66. Article 1, Section 17 declares that "No person shall be ... deprived of ... property without due process of law."

67. Pursuant to the Michigan Constitution, the Pension established a contractual obligation between the Defendants and the Plaintiffs.
68. Pursuant to the Michigan Constitution, the Pension's 2011 Amendment established a contractual obligation between the Defendants and the Plaintiffs.
69. Pursuant to the Michigan Constitution, the Pension and/or the Pension's 2011 Amendment created a property interest for the Plaintiffs.
70. The Defendants' 2015 Amendment to the Pension was a retroactive amendment.
71. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair hired employees' rights to the Pension money.
72. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair eligibility rights to the Pension money.
73. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair hired employees' rights to the Pension money.
74. The 2015 Amendment was designed to extinguish, limit, diminish, or otherwise impair the Plaintiffs' rights to the Pension money.
75. The Plaintiffs' rights have been extinguished, limited, diminished, and/or otherwise impaired by the 2015 Amendment.
76. The Defendants' 2015 Amendment violated the Plaintiffs' contractual and/or Constitutional rights.
77. The Defendants limited, impaired, or otherwise terminated the Plaintiffs' property interest.
78. The Defendants did not provide the Plaintiffs with notice of a hearing about the Defendants' attempt to limit, impair, or otherwise terminate the Plaintiffs property interest nor a pre-termination hearing before the Defendants deprived the Plaintiffs of their property interest or otherwise passed the 2015 Amendment.
79. The Defendants did not provide a post-termination hearing for the Plaintiffs.

80. The Defendants' actions were grossly negligent, recklessly indifferent, and/or arbitrary and capricious with respect to the Plaintiffs' property interests.

81. The Defendants violated the Plaintiffs' due process rights under Article 1, Section 17 of the Michigan Constitution.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and attorney fees.

COUNT III:

VIOLATION OF 42 USC 1983

82. The Plaintiffs repeat and re-allege the above paragraphs.

83. 42 USC 1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State, subjects or causes to be subjected, any citizen of the United States to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

84. The Plaintiffs had a property interest in the Pension funds they were entitled to.

85. The Defendants violated, diminished, impaired, or otherwise tried to terminate the Plaintiffs' property interest in the Pension money by not paying the money, passing the 2015 Amendment in an attempt to cut the Plaintiffs' off from receiving the money, and/or by disbursing the money and closing out the Pension.

86. The Plaintiffs were public employees.

87. The Defendants are a public agency and public officials.

88. The Defendants' acts were done without an opportunity for a pre-termination hearing before the adverse acts occurred.

89. The Defendants did not notify the Plaintiffs of the Defendants' acts before they occurred.

90. Similarly, the Defendants did not provide a post-termination hearing regarding the Plaintiffs' property interests.
91. The Defendants' acts were done under color of Michigamme Township, Michigan, and/or federal law, statute, and/or ordinance.
92. The Defendants, through their actions, also violated 26 USC § 411(d)(6)(A) of the Internal Revenue Code.
93. 26 USC § 411(d)(6)(A) of the Internal Revenue Code states that "(6) Accrued benefit not to be decreased by amendment. – (A) In general. – A plan shall be treated as not satisfying the requirements of this section if the accrued benefit of a participant is decreased by an amendment of the plan, other than an amendment described in section 412(d)(2), or section 4281 of the Employee Retirement Income Security Act of 1974.
94. The Defendants' 2015 Amendment was done in violation of 26 USC § 411(d)(6)(A).
95. The Defendants' action deprived the Plaintiffs of a property interest.
96. The Defendants' actions in depriving the Plaintiffs of their constitutionally protected property interest in the Pension money without notice, a pre-termination hearing, nor a post-termination hearing violated the Plaintiffs' right to due process of law under the Fourteenth Amendment to the U.S. Constitution.
97. The Defendants' actions were the result of the Defendants' gross negligence and/or reckless indifference to whether they violated the Plaintiff's rights to due process of law.
98. The Defendants' actions, while depriving the Plaintiffs of their property interests, were arbitrary and capricious.
99. As a result of the Defendants' gross negligence and recklessly indifferent actions as to the Plaintiffs' due process rights, the Defendants are liable for punitive damages.
100. Under the Civil Rights Attorney's Fees Awards Act of 1976, 42 USC 1988(b), the Plaintiffs are entitled to reasonable attorney fees.

101. As a direct and proximate result of the Defendants' actions, the Plaintiffs have suffered and will continue to suffer substantial damages, including, but not limited to, the loss and use of the Pension money, costs, interest, and attorney fees.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, reasonable attorney fees, and punitive damages.

COUNT IV:

BREACH OF CONTRACT

102. The Plaintiffs repeat and re-allege the above paragraphs.

103. Pursuant to the Michigan Constitution, the Pension and the 2011 Amendment created a contract between the Plaintiffs and the Defendants.

104. The Defendants breached that contract by retroactively amending it to extinguish, terminate, or otherwise impair the Plaintiffs rights to Pension money.

105. The Plaintiffs requested Pension money to which they are entitled.

106. The Defendants have refused, expressly and by silence, to pay the Plaintiffs money they are entitled to.

107. The Defendants have breached the contract created by the Pension and the 2011 Amendment.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and attorney fees.

COUNT V:

VIOLATION OF THE PUBLIC EMPLOYEE RETIREMENT SYSTEM INVESTMENT ACT

108. The Plaintiffs repeat and re-allege the above paragraphs.

109. Michigan's Public Employee Retirement System Investment Act (PERSIA) is statutory law related to the Defendants' operation of the Pension. MCL 38.1132, et seq.

110. The PERSIA requires that minimum standards be set for the management of pension funds for public employees.
111. The PERSIA establishes a fiduciary relationship between the Plaintiffs and the Defendants. MCL 38.1133; MCL 38.1132, et seq.
112. The PERSIA establishes the contours of the fiduciary relationship that existed between the Plaintiffs and the Defendants. *Id.*
113. The Defendants breached the duties imposed upon them in, including, but not limited to, MCL 38.1133(3)(a), (b), (f), (g), (h), and (i).
114. The Defendants' conduct was in conflict with the Plaintiff's interests.
115. The Defendants' conduct was grossly negligent.
116. The Defendants' conduct constitutes a breach of its fiduciary duty to the Plaintiffs.
117. The Defendants wrongfully used the Plaintiffs' assets.
118. The Defendants' conduct directly and proximately caused the Plaintiffs to incur damages, including, but not limited to, lost Pension money, interest, costs, and attorney fees.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and attorney fees.

COUNT VI:

BREACH OF COMMON-LAW FIDUCIARY DUTIES:

119. The Plaintiffs repeat and re-allege the above paragraphs.
120. A fiduciary relationship existed between the Plaintiffs as Pension plan participants or beneficiaries and the Defendants.
121. The Defendants owed a fiduciary duty to the Plaintiffs to, among others:
 - a. Ensure the Pension was properly funded;

- b. Ensure necessary contributions from either the Defendant and/or the Plaintiff(s) were occurring;
 - c. Not disburse Pension money to people who were not entitled to Pension money;
 - d. Regular and proper notice of information regarding the Pension;
 - e. Pension money disbursement upon the Plaintiffs' termination, retirement, or otherwise ended employee-employer relationship; and
 - f. Not retroactively limit or diminish the Plaintiffs' eligibility for Pension money; and
 - g. Depending on where the Pension funds went, not engage in self-dealing.
122. The Defendants' conduct was in conflict with the Plaintiff's interests.
123. The Defendants' conduct was grossly negligent.
124. The Defendants' conduct constitutes a breach of its fiduciary duty to the Plaintiffs.
125. The Defendants wrongfully used the Plaintiffs' assets.
126. The Defendants' grossly negligent conduct directly and proximately caused the Plaintiffs to incur damages, including, but not limited to, lost Pension money, interest, costs, and attorney fees.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and attorney fees.

Count VII:

Common-Law Conversion

127. The Plaintiffs repeat and re-allege the above paragraphs.
128. The Plaintiffs were entitled to Pension money.
129. The Plaintiffs at no time authorized the Defendants to engage in the conduct described, including, but not limited to, to take or use the Pension money to which the Plaintiffs were entitled.

130. Despite not having authority to do so, the Defendants disbursed Pension money to individuals not entitled to it, drained the Pension's assets, and closed the Pension out.
131. The Defendants acted intentionally.
132. The Plaintiff has requested, in writing, payment of their Pension money.
133. The Defendants have, both expressly and by silence, refused to pay the Plaintiffs money to which they are entitled.
134. The Defendants' grossly negligent conduct described in this Complaint constitute an unlawful conversion of the Plaintiff's property.
135. The Defendants' grossly negligent conduct directly and proximately caused the Plaintiffs to incur damages, including, but not limited to, lost Pension money, interest, costs, and attorney fees.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and attorney fees.

COUNT VIII:

STATUTORY CONVERSION

136. The Plaintiffs repeat and re-allege the above paragraphs.
137. The Plaintiffs were entitled to Pension money.
138. The Plaintiffs at no time authorized the Defendants to engage in the conduct described, including, but not limited to, to take or use the Pension money to which the Plaintiffs were entitled.
139. Despite not having authority to do so, the Defendants disbursed Pension money to individuals not entitled to it, drained the Pension's assets, and closed the Pension out.
140. The Defendants acted intentionally.
141. The Plaintiff has requested, in writing, payment of their Pension money.

142. The Defendants have, both expressly and by silence, refused to pay the Plaintiffs money to which they are entitled.
143. The Defendants' conduct described in this Complaint constitute an unlawful conversion of the Plaintiff's property.
144. The Defendants' conduct arises to embezzlement and/or converting property for the Defendants' own use as described in MCL 600.2129a.
145. The Defendants' grossly negligent conduct directly and proximately caused the Plaintiffs to incur damages, including, but not limited to, lost Pension money, interest, costs, and attorney fees.
146. Pursuant to MCL 600.2129a, the Plaintiffs may recover three times the amount of actual damages, plus costs and reasonable attorney fees.

WHEREFORE, the Plaintiffs request this Court award judgment in their favor against the Defendants, jointly and severally, in three times whatever amount the Plaintiffs are found to be entitled to in excess of \$25,000, plus interest, costs, and reasonable attorney fees.

Dated: 10-28-16

DOMINIC F. ANDRIACCHI, P.C.

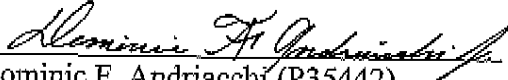
By: 
Dominic F. Andriacchi (P35442)
Dominic F. Andriacchi Jr. (P76358)
Attorneys for the Plaintiffs

EXHIBIT A

MEMO

To: Jean Howe	F	Municipal Retirement Systems, Inc.
Plan Administrator	R	1843 Ardmore
Michigamme Township	O	Trenton, Michigan 48183
	M	(734) 676-7720

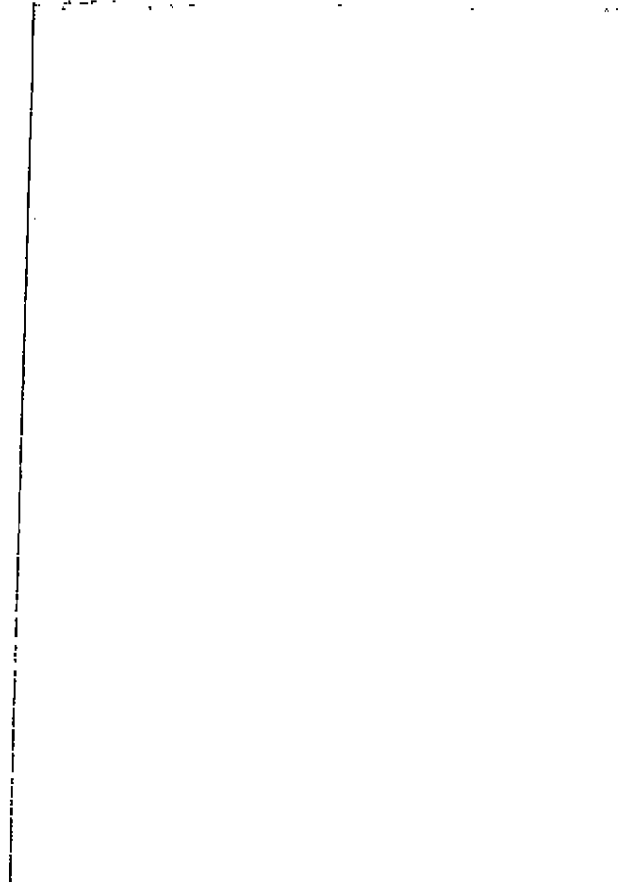
Subject: Amendment to Adoption Agreement
Date: February 14, 2011

Jean,

As per our phone conversation, enclosed is an Amendment to the Adoption Agreement that needs to be completed and a copy of it sent back to this office for our file.

Have a good day,

Ann Bunting
Ann Bunting



MICHIGAMME TOWNSHIP
AMENDMENT TO THE ADOPTION AGREEMENT

Effective April 11, 2016 the Board of Michigamme Township amends the Plan Adoption Agreement as follows:

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13. EMPLOYER CONTRIBUTIONS

- 1. 2.5% (not to exceed 25%) of each Participant's Compensation.
- 2. \$_____ per _____ worked [e.g. hour, week, month, year]
- 3. Past Service Credit:
 - shall not be allowed
 - shall be calculated as ___% of current compensation for each year of past service to a maximum of ___ years.

14. MANDATORY EMPLOYEE CONTRIBUTIONS

- a. N/A
- b. As a condition of participating in this Plan, each Eligible Employee must contribute each Plan Year 7.5% of Compensation to the Plan.

THEREFORE BE IT RESOLVED, The Michigamme Township Board does hereby adopt the above Amendment to the Adoption Agreement.

AYES: 5

NAYS: 0

Adopted: Yes (Yes or No)

John Olson
Michigamme Township Supervisor
Plan Administrator

Jean Howe, Clerk
Michigamme Township Clerk
Plan Administrator

CERTIFICATION:

I, Jean Howe, as Township Clerk of Michigamme Township, Marquette County, Michigan, hereby certifies that the above Resolution was duly adopted by the Michigamme Township Board at the regular meeting of said Board, at which a quorum was present, held on March 14, 2016.

Jean Howe
Jean Howe
Clerk of Michigamme Township

ADOPTION AGREEMENT FOR

MUNICIPAL RETIREMENT SYSTEMS, INC FUNDAMENTAL NON-STANDARDIZED MONEY PURCHASE PENSION PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan. The adoption of this Plan, its qualifications by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

EMPLOYER INFORMATION

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

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

Name: MICHIGAMME TOWNSHIP/MARQUETTE COUNTY

Address: P.O. Box 220
Street

Michigamme Michigan 49861
City State Zip

Telephone: 906-323-6608

Taxpayer Identification Number (TIN): 38-6007739

2. TYPE OF ENTITY

a. Corporation (including Tax-exempt or Non-profit Corporation)

b. S Corporation

c. Limited Liability Company Sole Proprietorship

e. Partnership (including Limited Liability)

f. Municipality

g. Other: _____

(must be a legal entity recognized under federal income tax laws)

Note: If 2.f is selected (Municipality) the Plan does not contain any exemptions that would apply to a governmental plan as described in Code Section 414(d).

PLAN INFORMATION

3. PLAN NAME:

Michigamme Township Money Purchase Pension Plan

4. EFFECTIVE DATE

- a. This is a new Plan effective as of April 1, 2009 (hereinafter called the "Effective Date").
- b. This is an amendment and restatement of a plan which was originally effective April 1, 2009. The effective date of this amendment and restatement is April 1, 2009 (hereinafter called the "Effective Date").
- c. FOR EGTRRA RESTATEMENTS: This is an amendment and restatement to bring a plan into compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and other legislative and regulatory changes. The Plan's original effective date was July 1, 1991. Except as specifically provided in the Plan, the effective date of this amendment and restatement is April 1, 2009 (hereinafter called the "Effective Date").
(May enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.)

5. PLAN YEAR means the 12 consecutive month period ending on March 31. However, if this is a new Plan, the Plan Year will be the period beginning on the Effective Date of the Plan and ending on the date specified herein.

6. PLAN NUMBER (optional) assigned by the Employer: 001 (If this is the first qualified plan maintained by the Employer, enter 001, enter 002 for the second, etc.).

Fundamental Money Purchase Pension Plan

7. ELIGIBLE EMPLOYEES means all Employees (including Leased Employees) EXCEPT for Highly Compensated Employees and the following Employees: (select all that apply below)

a. N/A. No other exclusions.

b. The following are excluded:

- 1. Union Employees (as defined in Plan Section 1.24)
- 2. Nonresident Aliens (as defined in Plan Section 1.24)
- 3. Leased Employees
- 4. Other: only Township elected officials

(must be definitely determinable, may not be based on age or length of service (except as provided in 8. below), and, if using the average benefits test to satisfy Code Section 410(b) coverage testing, must be a reasonable classification).

8. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following:

a. SERVICE REQUIREMENT None 1 Year of Service

b. AGE REQUIREMENT None Age 18 (may not exceed)

List all the job titles of not participating Note: By M.R.S.

9. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant on:

a. the date such requirements are met.

b. the first day of the month coinciding with or next following the date on which

c. the first day of the Plan Year quarter coinciding with or next following the date

d. the earlier of the first day of the Plan Year or the first day of the seventh month next following the date on which such requirements are met.

e. other: _____

provided that an Eligible Employee who has satisfied the maximum age (21 Service) and who is otherwise entitled to participate, shall commence participation on the first day of the month next following the date on which such requirements are satisfied, or (b) the first day of the first month after such requirements are satisfied, or (b) the first day of the first month after such requirements are satisfied, unless the Employee separates from service before such participation.

10. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS

a. No service with other Employers shall be recognized (except as required by law).

b. Service with _____ will be recognized for all purposes.

11. NORMAL RETIREMENT AGE ("NRA") means the later of the date a Participant attains his 65th birthday or the 5th anniversary of the first day of the Plan Year in which participation in the Plan commenced.

12. COMPENSATION with respect to any Participant means wages, tips and other compensation on Form W-2 for the Plan Year; with respect to a Participant who is also a Self-Employed Individual, Compensation means such Participant's Earned Income. ✓

ADJUSTMENTS TO COMPENSATION

a. N/A. No adjustments, except adjustment as noted in Standard Provisions.

b. Compensation shall be adjusted by: (select all that apply)

- 1. including compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3) (401(k) plan), 402(h)(1)(B) (simplified employee pension plan), 414(h) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan)
- 2. excluding Compensation paid during the determination period while not a Participant in the Plan
- 3. excluding overtime
- 4. excluding bonuses
- 5. excluding commissions
- 6. other: _____

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

NOTE: If 3., 4., 5., or 6. is selected, the definition of Compensation could violate the nondiscrimination rules.

Fundamental Money Purchase Pension Plan

13. FORMULA FOR DETERMINING EMPLOYER CONTRIBUTIONS.
1. 0% (not to exceed 25%) of each Participant's Compensation
 2. \$ _____ per _____ worked (e.g. hour, week, month, year)
 3. Past Service Credit:
 - i. shall not be allowed
 - ii. shall be calculated as ___% (may not exceed 100%) of current compensation for each year of past service, up to a limit of ___ (not to exceed 10) years.
14. MANDATORY EMPLOYEE CONTRIBUTIONS
- a. N/A
 - b. As a condition of participating in this Plan, each Eligible Employee must contribute each Plan Year 7.5% of the above listed total contribution.
15. REQUIREMENTS TO SHARE IN ALLOCATIONS OF EMPLOYER CONTRIBUTIONS AND FORFEITURES (select a. OR all that apply at b.)
- a. No conditions. All Participants share in the allocations regardless of service completed during the Plan Year and employment status at the end of the Plan Year. (skip to next Question.)
 - b. Conditions for Participants employed at the end of the Plan Year.
 1. No service requirement.
 2. A Participant must complete a Year of Service (Caution: could cause the Plan to violate coverage requirements under Code Section 410(b).)

Conditions for Participants NOT employed at the end of the Plan Year.

 3. Participants will share in such allocations, regardless of service.
 4. A Participant must complete a Year of Service (Caution: could cause the Plan to violate coverage requirements under Code Section 410(b).)
 5. Participants will NOT share in such allocations, regardless of service (Caution: could cause the Plan to violate coverage requirements under Code Section 410(b).)
16. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
The vesting schedule, based on a Participant's Years of Service is:
1. 100% upon entering Plan.
 2. The following vesting schedule, based on a Participant's Years of Service:
 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 3. Other - Must be a liberal as 1. or 2. above in each year without switching between the two schedules:

Years of Service	Percentage
_____	_____
_____	_____
- AND, if b. above is selected, the following service will be excluded for vesting purposes (select all that apply)
- c. Service prior to the Effective Date of the Plan or a predecessor plan.
 - d. Service prior to the time an Employee has attained age 18.
17. FORFEITURES
Forfeitures shall be used to reduce the Employer's contribution under the Plan.
18. AUTOMATIC TOP-HEAVY PLAN
- a. This Plan will be deemed to be a Top-Heavy Plan.
 - b. This Plan will not automatically be deemed to be a Top-Heavy Plan.
19. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6) Distributions under the Plan may be made in annuities and (select all that apply):
- a. Lump-sums.
 - b. Substantially equal installments.
 - c. Partial withdrawals or installments are only permitted for required minimum distributions under Code Section 401(j)(9).

AND, distributions may be made in:

- d. Cash only
- e. Cash only (except for insurance contracts, annuity contracts or Participant loans).

Fundamental Money Purchase Pension Plan

Cash or property, except that the following limitation(s) apply: _____ (leave blank if there are no limitations on property distributions).

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

- a. Distributions may be made as soon as administratively feasible following termination of employment.
- b. Distributions may be made as soon as administratively feasible after the Participant has incurred _____ 1-Year Break(s) in Service.
- c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following termination of employment.
- d. No distributions may be made until a Participant has reached Normal Retirement Date.
- e. Other: _____ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation Section 1.411(d)-4 and may not exceed the limits of Code Section 401(a)(14) as set forth in Plan Section 6.7).

21. LOANS TO PARTICIPANTS (Plan Section 7.6)

- a. Loans are NOT permitted.
- b. Loans are permitted.

22. TRUSTEE(S) OR INSURER(S)

- a. This Plan is funded exclusively with Contracts and the name of the Insurer is _____.
- b. Financial institution that is the sponsor of this prototype plan.
 Check here if the financial institution has full trust powers.
- c. Sole proprietor, practitioner, partner or officer who signs this Adoption Agreement on behalf of the Employer.
- d. The following person or entity:

Name(s): Michigamme Township Supervisor

Michigamme Township Clerk

Address: Same as Employer's Address

EGTRRA TRANSITION RULES

The following questions only apply if this is an EGTRRA restatement (i.e., Question 4.c. is selected). If this is not an EGTRRA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

23. MINIMUM DISTRIBUTIONS. The Code Section 401(a)(9) Final and Temporary Treasury Regulations apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year unless otherwise selected below (leave blank if not applicable):

- a. Apply the 2001 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- b. Apply the 1987 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- c. Other: _____ (specify the date the Final and Temporary Regulations were first applied; e.g., the Final and Temporary Regulations only apply to distributions for the 2002 distribution calendar year that are made on or after a specified date within 2002 or the Plan's initial Effective Date if later).

Required minimum distributions for calendar year 2001 were made in accordance with Code Section 401(a)(9) and the 1987 Proposed Regulations, unless selected below:

- d. _____ Required minimum distributions for 2001 were made pursuant to the proposed Regulations under Code Section 401(a)(9) published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations").

STANDARD PROVISIONS

1. Valuation Date means the last day of the Plan Year and any other dates deemed necessary or appropriate by the Administrator, which may include any day that the Trustee, any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
2. A separate Trust Agreement may only be used if it has been approved for use with this Plan.
3. The Employer will be the Plan Administrator.
4. This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or, in the case of a corporate Trustee or Insurer, such Trustee's or Insurer's) principal place of business is located.
5. To the extent applicable, the Hours of Service method shall be used to compute eligibility for Employees based on actual hours for which an Employee is paid or entitled to payment. "Year of Service" means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service. Employees whose records of actual Hours of Service are not maintained or available (e.g., salaried employees) will be credited with one hundred ninety (190) Hours of Service for each month they would be credited with at least 1 Hour of Service during the month. The eligibility computation period after the initial eligibility computation period shall shift to the Plan Year. The vesting computation period shall be the Plan Year.
6. Compensation shall be adjusted by excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation and welfare benefits.
7. Distributions upon the death of a Participant prior to receiving any benefits shall be made pursuant to the election of the Participant or Beneficiary.
8. Rollovers may be accepted from all Eligible Employees. Distributions from a Participant's Rollover Account may be made at any time.
9. Required minimum distributions shall be made at the later of age 70 1/2 or retirement, except for 5% owners. Unless an alternative is selected on an addendum attached to this Adoption Agreement to specify an alternative effective date (which may not be later than 2003), the Code Section 401(a)(9) Final and Temporary Treasury Regulations apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year.

Fundamental Money Purchase Pension Plan

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code Section 401 only to the extent provided in Rev. Proc. 2005-16.

The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Rev. Proc. 2005-16. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with basic Plan document #01. This Adoption Agreement and the basic Plan document shall together be known as Municipal Retirement Systems Fundamental Non-Standardized Money Purchase Plan #04-002.

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

Municipal Retirement Systems will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Municipal Retirement Systems of any change in address.

This Plan may not be used, and shall not be deemed to be a Prototype Plan, unless an authorized representative of Municipal Retirement Systems has acknowledged the use of the Plan. Such acknowledgment is for administrative purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of the sponsor or constitutes a qualified retirement plan.

Municipal Retirement Systems

By: _____

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Municipal Retirement Systems, Inc.
1843 Ardmore
Trenton, MI 48183

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: [name of employer]

By: Michigan Township Marquette County
(enter name of the entity)

DATE SIGNED

TRUSTEE (OR INSURER):

John Ollander
TRUSTEE - Supervisor

02/05/10
DATE SIGNED

Jeani Howe
TRUSTEE - Clerk

02/05/10
DATE SIGNED

Fundamental Money Purchase Pension Plan

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

- A. Special effective dates. The following special effective dates apply: (Select a. or all that apply at b. - d.)
- a. N/A. No special effective dates selected below.
 - b. Employer Contributions. The Employer Contribution provisions under Questions 14. and 15. are effective: _____
 - c. Distribution elections. The distribution elections under Questions _____ (Choose 19. - 20. as applicable) are effective: _____
 - d. Other special effective date(s): _____
 For periods prior to the above-specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.
- B. Other Permitted Elections. Select a. or any of the following elections that apply at b. - h.
- a. N/A. No other elections selected below.
 - b. Deemed 125 compensation (Plan Sections 1.14 and 1.36). Deemed 125 compensation shall be included in Compensation and 415 Compensation effective as of Plan Years and Limitation Years beginning on or after _____ (insert the later of January 1, 1998, or the first day of the first Plan Year the Plan used this definition).
 - c. Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
 - d. Common, collective or pooled trust funds (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): _____
 - e. 411(d)(6) protected benefits (Plan Section 8.1(b)). The following are Code Section 411(d)(6) protected benefits that are preserved under this Plan: _____ (specify the protected benefits and the accrued benefits that are subject to the protected benefits).
 - f. 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4).
 If any Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a "master or prototype plan," or if the Employer maintains a welfare benefit fund, as defined in Code Section 419(e), or an individual medical account, as defined in Code Section 415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply as if the other plan were a "master or prototype plan" unless otherwise specified below:
 1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount," and will properly reduce any "excess amounts": _____
 - g. Top-heavy duplications when 2 defined contribution plans are maintained (Plan Section 4.3(f)).
 When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer, indicate which method shall be utilized to avoid duplication of top-heavy minimum benefits:
 1. N/A. The Employer does not maintain another qualified defined contribution plan.
 2. The full top-heavy minimum will be provided in each plan.
 3. A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation shall be provided in the Money Purchase Plan (or other plan subject to Code Section 412).
 4. Specify the method under which the Plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions, including any adjustments required under Code Section 415: _____

NOTE: If 3. or 4. is selected and both plans do not benefit the same Participants, then the uniformity requirement of the Regulations under Code Section 401(a)(4) may be violated.

Fundamental Money Purchase Pension Plan

- h. Top-heavy duplications when a defined benefit plan is maintained (Plan Section 4.3(i)).
 When a Non-Key Employee is a Participant in this Plan and a non-frozen defined benefit plan maintained by the Employer, indicate which method shall be utilized to avoid duplication of top-heavy minimum benefits: (If 2., 3., 4., or 5. is selected, 6. must be completed.)
1. N/A.
 2. The full top-heavy minimum will be provided in each plan (if selected, Plan Section 4.3(i) shall not apply).
 3. 5% defined contribution minimum.
 4. 2% defined benefit minimum.
 5. Specify the method under which the Plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions: _____

NOTE: If 3., 4., or 5. is selected and the defined benefit plan and this Plan do not benefit the same Participants, the uniformity requirement of the Regulations under Code Section 401(a)(4) may be violated.

AND, the "present value" (Plan Section 9.2) for top-heavy purposes shall be based on:

6. Interest Rate: _____
 Mortality Table: _____
7. The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

i. Minimum distribution transitional rules (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan or (2) an amendment or restatement of an existing Plan that never contained the provisions of Code Section 401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA).

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

1. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (The pre-SBJPA rules continue to apply.)
2. April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both and if no election is made, both will apply effective as of January 1, 1996):
 - a. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (not earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. N/A. Annuity distributions are not permitted.
 2. Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. A Participant who had not begun receiving required minimum distributions as of _____ (not earlier than January 1, 1996) was allowed to defer commencement of distributions until retirement. The option to defer the commencement of distributions applied to all such Participants unless elected below:
 1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the amendment and restatement to bring the Plan into compliance with SBJPA.

EXHIBIT B

State of Michigan)
)
County of Marquette) ss.

Carla Skytta being duly sworn deposes and says:

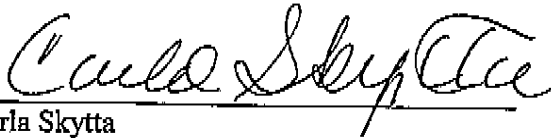
1. I was formerly the Treasurer for Michigamme Township.
2. While serving as Treasurer for Michigamme Township, I was also employed as an employee for Michigamme Township.
3. While I was Treasurer, Jean Howe was the Clerk for Michigamme Township.
4. Jean Howe was also employed as a secretary for Michigamme Township.
5. Since before I was employed with Michigamme Township, Michigamme Township had established a Pension for Michigamme Township board members.
6. Between April 1, 2010 to February 14, 2011, the Michigamme Township board adopted a Resolution establishing that instead of a raise, the Township agreed to match each board member's pension.
7. A copy of the April 1, 2010 Resolution is attached as Exhibit A.
8. The Pensions were from the Gleaner Life Insurance Society of Adrian, MI and USG Annuity and Life Company of Des Moines, Iowa.
9. Jean Howe's pension was through USG Annuity and Life Company of Des Moines, Iowa.
10. The remainder of the board members' pensions was with the Gleaner Life Insurance Society of Adrian, MI.
11. The Pension was designed to provide a pension for the Michigamme Township board members only.
12. Clerk Jean Howe was responsible for filling out the paperwork for the Pension.
13. A copy of part of the Pension's plan documents is attached as Exhibit B.

14. While filling out the Pension paperwork, Jean Howe incorrectly excluded Michigamme Township board members from receiving pension money. Exhibit B.
15. As a requirement to receive money under the Pension, the board member was to contribute 7.5% of their yearly total compensation as defined by the Pension. Exhibit B.
16. On February 14, 2011, during a board meeting, the Michigamme Township board members decided to approve the Pension.
17. The minutes from the February 14, 2011 board meeting are attached as Exhibit C.
18. A copy of the board's formal resolution of the February 14, 2011 board meeting is attached as Exhibit D.
19. In the years that followed after the Pension was adopted and implemented, I contributed 7.5% of the salary I made as Michigamme Treasurer to the Pension.
20. I did not contribute to the Pension any money I made as a Michigamme Township employee
21. In other words, the only money I contributed to the Pension was money I made as Treasurer for Michigamme Township.
22. In 2015, I decided to retire as Michigamme Township Treasurer.
23. In 2015, I also decided to retire as an employee for Michigamme Township.
24. In 2014, it came to my attention that Michigamme Township paid the money from the Pension for the work that Jean Howe did as a Michigamme Township employee, in other words, as a secretary.
25. It came to my attention that Michigamme Township also paid the money from the Pension for the work that Jean Howe did as Michigamme Township Clerk.
26. In sum, Jean Howe was double dipping.

27. As a result of my awareness, I approached the Michigamme Township board during a board meeting and explained that I believed Jean Howe was being paid pension money twice, as secretary and as Clerk.
28. As a result of my conversation with the Michigamme Township board, Michigamme Township paid me \$49,452.23.
29. The money Michigamme Township paid me included pension money for my time as a Michigamme Township employee.
30. A copy of the payment summary and other related documents is attached as Exhibit E.
31. In sum, Michigamme Township paid me pension money for my time as an employee and as Treasurer.

Further affiant sayeth not.

Dated: 7-12-2016


Carla Skytta

Subscribed and sworn to before me on July 12, 2016 by Carla Skytta.

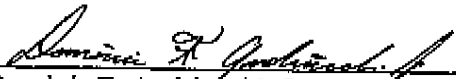

Dominic F. Andriacchi, Jr., Notary Public
Marquette County, Michigan
My Commission Expires: February 14, 2019

EXHIBIT A

*John Olson, Supervisor
Jean Flowe, Clerk
Carla Skytta, Treasurer*

*Dawn Perry, Trustee
Alvar Maki, Trustee*

Michigamme Township

*P.O. Box 220
Michigamme, MI 49861*

PHONE 906-323-6608

FAX 906-323-6344

EMAIL, michigammetownship@gmail.com

**RESOLUTION TO ESTABLISH
TOWNSHIP OFFICERS SALARY**

WHEREAS, Michigan Compiled Law 41.95 authorizes the Township Board of MICHIGAMME TOWNSHIP to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year April 1, 2010 by adopting a RESOLUTION at least 30 days prior to the Township Annual Meeting, and

WHEREAS, on January 11, 2010 the Township board adopted a Resolution to hold the Township Annual Meeting on March 22, 2010

BE IT RESOLVED, that as of April 1st, 2010 the salaries of the Township Board Members shall remain as follows:

SUPERVISOR-\$675.00 includes Zoning Administrator & Board of Review

CLERK, TREASURER-\$615.00

TRUSTEES-\$140.00

BE IT ALSO RESOLVED, that this Resolution shall be submitted to the electors at the Annual Meeting to be held on March 22, 2010 at which time the electors may modify these amounts. Pursuant to MCLA 41.95 (7), such modifications that may be made by the electors cannot result in a reduction of salary during each official's term of office. In the event that the electors fail to act on this resolution, the officer shall be entitled to the salaries as established in this Resolution, in accordance with state law.

BE IT FURTHER RESOLVE, that this Resolution, adopted the day January 11, 2010, is properly adopted by the Michigamme Township board at least 30 days prior to the Annual Meeting, as required by law.

The electors at the Annual Meeting approved by _____ vote.

The electors at the Annual Meeting disapproved by _____ vote.

Michigamme Township is an Equal Opportunity Provider and Employer

EXHIBIT B

MEMO

To: Jean Howe
Plan Administrator
Michigamme Township

F
R
O
M

Municipal Retirement Systems, Inc.
1843 Ardmore
Trenton, Michigan 48183
(734) 676-7720

Subject: Amendment to Adoption Agreement
Date: February 14, 2011

Jean,

As per our phone conversation, enclosed is an Amendment to the Adoption Agreement that needs to be completed and a copy of it sent back to this office for our file.

Have a good day,

Ann Bunting
Ann Bunting

Fundamental Money Purchase Pension Plan

7. ELIGIBLE EMPLOYEES means all Employees (including Leased Employees) EXCEPT for Highly Compensated Employees and the following Employees: (select all that apply below)

- a. N/A. No other exclusions.
- b. The following are excluded:
 - 1. Union Employees (as defined in Plan Section 1.24)
 - 2. Nonresident Aliens (as defined in Plan Section 1.24)
 - 3. Leased Employees
 - 4. Other: Only Township elected officials

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(must and, if using the average benefits test to satisfy Code Section 410(b) coverage testing, must be a reasonable classification).

8. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following:

- a. SERVICE REQUIREMENT None 1 Year of Service
- b. AGE REQUIREMENT None Age 18 (may not exceed 21)

9. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)
An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

- a. the date such requirements are met.
- b. the first day of the month coinciding with or next following the date on which such requirements are met.
- c. the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.
- d. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.
- e. other:

provided that an Eligible Employee who has satisfied the maximum age (21) and service requirements (1 Year of Service) and who is otherwise entitled to participate, shall commence participation no later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

10. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS

- a. No service with other Employers shall be recognized (except as required by law).
- b. Service with _____ will be recognized for all purposes.

11. NORMAL RETIREMENT AGE ("NRA") means the later of the date a Participant attains his 65th birthday or the 5th anniversary of the first day of the Plan Year in which participation in the Plan commenced...

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12. COMPENSATION with respect to any Participant means wages, tips and other compensation on Form W-2 for the Plan Year; with respect to a Participant who is also a Self-Employed Individual, Compensation means such Participant's Earned Income.

ADJUSTMENTS TO COMPENSATION

- a. N/A. No adjustments, except adjustment as noted in Standard Provisions.
- b. Compensation shall be adjusted by: (select all that apply)
 - 1. including compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3) (401(k) plan), 402(h)(1)(B) (simplified employee pension plan), 414(h) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan)
 - 2. excluding Compensation paid during the determination period while not a Participant in the Plan
 - 3. excluding overtime
 - 4. excluding bonuses
 - 5. excluding commissions
 - 6. other: _____

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

NOTE: If 3., 4., 5., or 6. is selected, the definition of Compensation could violate the nondiscrimination rules.

Fundamental Money Purchase Pension Plan

3

13. FORMULA FOR DETERMINING EMPLOYER CONTRIBUTIONS.
1. 0% (not to exceed 25%) of each Participant's Compensation
 2. \$ _____ per _____ worked (e.g. hour, week, month, year)
 3. Past Service Credit:
 - i. shall not be allowed
 - ii. shall be calculated as _____ % (may not exceed 100%) of current compensation for each year of past service, up to a limit of _____ (not to exceed 10) years.

14. MANDATORY EMPLOYEE CONTRIBUTIONS
- a. N/A
 - b. As a condition of participating in this Plan, each Eligible Employee must contribute each Plan Year 7.5% of the above listed total contribution.

15. REQUIREMENTS TO SHARE IN ALLOCATIONS OF EMPLOYER CONTRIBUTIONS AND FORFEITURES (select a. OR all that apply at b.)
- a. No conditions. All Participants share in the allocations regardless of service completed during the Plan Year and employment status at the end of the Plan Year. (skip to next Question.)
 - b. Conditions for Participants employed at the end of the Plan Year.
 1. No service requirement.
 2. A Participant must complete a Year of Service (Caution: could cause the Plan to violate coverage requirements under Code Section 410(b).)
 - Conditions for Participants NOT employed at the end of the Plan Year.
 3. Participants will share in such allocations, regardless of service.
 4. A Participant must complete a Year of Service (Caution: could cause the Plan to violate coverage requirements under Code Section 410(b).)
 5. Participants will NOT share in such allocations, regardless of service (Caution: could cause the Plan to violate coverage requirements under Code Section 410(b).)

16. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
The vesting schedule, based on a Participant's Years of Service is:
- a. 100% upon entering Plan.
 - b. The following vesting schedule, based on a Participant's Years of Service:
 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years -60%; 5 years -80%; 6 years-100%
 2. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 3. Other - Must be a liberal as 1. or 2. above in each year without switching between the two schedules:

Years of Service	Percentage
_____	_____
_____	_____

AND, if b. above is selected, the following service will be excluded for vesting purposes (select all that apply)

- c. Service prior to the Effective Date of the Plan or a predecessor plan.
- d. Service prior to the time an Employee has attained age 18.

17. FORFEITURES
Forfeitures shall be used to reduce the Employer's contribution under the Plan.

18. AUTOMATIC TOP-HEAVY PLAN
- a. This Plan will be deemed to be a Top-Heavy Plan.
 - b. This Plan will not automatically be deemed to be a Top-Heavy Plan.

19. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6) Distributions under the Plan may be made in annuities and (select all that apply):
- a. Lump-sums.
 - b. Substantially equal installments.
 - c. Partial withdrawals or installments are only permitted for required minimum distributions under Code Section 401(a)(9).

AND, distributions may be made in:

- d. Cash only
- e. Cash only (except for insurance contracts, annuity contracts or Participant loans).

EXHIBIT C

Report of the Michigamme Township Board Meeting Monday, February 14th, 2011.

Supervisor Olson called meeting to order at 7PM followed by the Pledge of Allegiance to the American Flag.

Board Members: Supervisor John Olson, Clerk Jean Howe, Treasurer Carla Skytta, Trustees Dawn Perry and Alvar Maki.

Resident in attendance- Charlie Gardner

Approval of the Agenda- motion by Perry seconded Maki. Motion carried.

Approval of the January 10th, 2011 meeting MINUTES- motion by Skytta seconded Perry. Five ayes motion carried.

Treasurer's Report- Review of the statements- no questions. Trustee Maki thanked Carla for his short version. The four board members received the complete reports of funds.

Public Comment- Charlie Gardner expressed approval that the Board was opposing moose hunting in Michigamme Township. He would hope the DNRE would adhere to the original count of 1000 animals before attempting a moose hunt. He believes in the 23 years since the Moose Lift took place in Michigamme Township the count is approximately 500 moose. Advised the Board to write to the DNRE of our displeasure of the possibility of a moose hunt in the Upper Peninsula.

Also, the Powell Township First Responder Team had an extra snow mobile sled and offered to the Michigamme Spurr First responder Team. It would need a few repairs, etc but it will be beneficial in case of a snow mobile accident. Charlie thought it would be neighborly to give Powell Twp EMS Team \$200 for the unit and perhaps have cake and coffee with them.

Board Comment- Trustee Maki stated Pat Coleman, U.P. Engineers will be at the DDA meeting on Thursday, February 24th at 7PM. Mr Coleman would like the Township Board to be present. He will explain the responsibilities of the DDA, the Township Board and the firm.

Treasurer Skytta- good MTA Conference; educational sessions were beneficial- activities were interesting (Grand Rapids Museum have a steamer but not as unique as ours.)

Unfinished Business-


- A. Groundwater Discharge Annual Permit Fee in the amount of \$1,500. Payment issued on February 01, 2011 to the MI Dept of Natl Resources & Environment (DNRE).
- B. Sheriff's January month billing-\$42,643.97 includes vehicle and equipment-\$34,966.13 and wages \$7,497.84.
- C. Certified copy of the Revised Township Zoning Ordinance was published on 01/14/11 will be effective within fifteen days 01/29/11. Discussion if the short summary printed was sufficient. Decision the Mining Journal received the full version but only printed the first and last paragraphs.

New Business-

A. Moose Hunt information-Trustee Maki attended the session on Local Hunting Controls. Reviewed many things such as types of hunting controls; requirements of local units of government to petition the DNRE to conduct a public hearing. First step is to adopt a certified resolution from local unit of government. The resolution should spell out the specific location and based on the need for hunting control for the safety and well being of persons or property that are endangered by hunting. Also, a hearing process for review of complaints and hunting incidents for area under investigation. Discussion and motion by Perry seconded Skytta to write a letter to the DNRE expressing our opposition of Moose Hunting in Michigamme Township. Roll call vote five ayes.

We will draft a resolution, also.

B. Marquette County Road Commission Resolution to Kennecott Minerals for reconsideration of County Road 595 as the road is imperative to the health, welfare and safety of the people of Marquette County when considering how truck traffic will access Kennecott's proposed Eagle Mine. Michigamme Township has no interest in discussing improvements to the existing road network until an environment assessment is completed and submitted to State and Federal agencies and such agencies deny the Road Commission the ability to construct County Road 595. Resolution offered by Maki seconded Perry. Roll call vote -five ayes. Copy of Resolution sent to Marq County Bd of Commissioners, MCRC, and Kennecott's Minerals.

 C. Board Salary Resolution- must be adopted at least thirty days prior to fiscal year April 1, 2011 or the Township Annual Meeting. (excerpts of the Annual Meeting March 26th, 2010- motion by Olson seconded Skytta to abolish the Annual Meeting as the constituents do not have any decision making power. Motion by Olson seconded Skytta the Township Board will be the salary commission. A resolution will be adopted in January to set the Township Board salaries. Roll call vote three ayes Olson, Skytta, and Howe. Absent Maki and Perry.) Discussion the Board Members have not had a salary increase in two years and are aware of the economic conditions. As a Board we have been fiscally prudent. We do not request a stipend for extra meetings attended. Mileage is requested at a minimum. Also, we are mindful of the decrease in revenue sharing and PILT monies but we have received an increase in our SEV. The Township will receive approximate \$27,000 from Kennecott Minerals. Supervisor asked what is the intent of the Board? Clerk proposed instead of a salary increase the possibility of the Township paying a portion of the pensions. Estimate the cost will be approximate \$200 per month- \$2400 per year. A salary increase of 4.5% the amount would be \$2000. As a Board we do not spend wastefully and our salaries with the pension deduction would be approximate 15% of the general fund budget of \$200,000. A motion by Howe seconded Maki to approve the Pension Plan Contribution Formula as it pertains to the Gleaner Life Insurance Society of Adrian, MI and USG Annuity and Life Company of Des Moines, Iowa. Based on an Employee's annual compensation; the Employer shall contribute 7.5% and the Employee shall contribute 7.5%. Roll call vote five ayes. The policy will go into effect April 1, 2011. Michigamme Township's share estimated \$200.00 per month allocation from General Fund.

Supervisor's Report-

1. Mary Mercier notified John of Bob's death. Mary inquired if the Township would be the conservancy of a fund (Playground equipment and safety in the Park) in Bob's memory. Discussion and motion by Perry seconded Maki to approve a separate checking account at the Peninsula Bank. Roll call vote five ayes. Resolution to the effect will be endorsed at the Bank by the Treasurer and Clerk.
2. Supervisor provided a booklet on the unemployment and the elected official. He received the information at a session he attended at the MTA Conference. He has been upset that we have been paying unemployment on Firemen and Planning Board members who are receiving unemployment. He has a copy for the auditor to check into as the Clerk state we have followed his rulings.

No Correspondence received.

Bills- warrants reviewed and issued payment by motion from Maki seconded Perry. Roll call vote five ayes.

Adjournment at 8:30PM motion by Skytta seconded Howe. Motion carried.

Decision to have the Budget Review at 6PM on March 14th followed by the regular Board Meeting.

MEETINGS/EVENTS

- Thursday, Feb 17th- Special School Election Accuracy Test 10AM
- Saturday, 19th- 9AM to 2PM AV ballots available
SHARE
- Monday, 21st- Vote in office 10AM to 4PM
- Tuesday, 22nd- Special School Election
- Wednesday, 23rd- MCTA Meeting- Negaunee Twp Hall
- Thursday, 24th- DDA Meeting

- Tuesday, March 01st- Fire Board Mtg
- Tuesday, 08th, BOR organizational. 9AM
- Wednesday, 09th- Museum Mtg- 2PM
- Thursday, 10th, - Planning Bd
- Monday, 14th, - BOR sessions 9AM to Noon and 1PM to 4PM
Budget Review/workshop 6PM ???????
Board Meeting- 7PM.

- Tuesday, 15th, - BOR sessions 2PM to 5PM and 6PM to 9PM

EXHIBIT D

*John Olson, Supervisor
Jean Howe, Clerk
Carla Skytta, Treasurer*

*Dawn Perry, Trustee
Alvar Maki, Trustee*

Michigamme Township

*P.O. Box 220
Michigamme, MI 49861*

PHONE 906-323-6608

FAX 906-323-6344

EMAIL, michigammetownship@gmail.com

TDD 800-649-3777

TO WHOM IT MAY CONCERN;

A copy of the motion adopted at the regular Board Meeting of the Michigamme Township Board on MONDAY, FEBRUARY 14, 2011.

All Board Members in attendance: Supervisor John Olson, Clerk Jean Howe, Treasurer Carla Skytta, and Trustees Dawn Perry and Alvar Maki.

"A motion to approve the Pension Plan Contribution Formula as it pertains to the Gleaner Life Insurance Society of Adrian, Michigan and USG Annuity & Life Co. Of Des Moines, Iowa."

Based on an Employee's annual compensation, the Employer shall contribute 7.5%, and the Employee shall contribute 7.5%.

Moved by Howe seconded Maki. Roll call votes five ayes.

Policy will go into effect April 1, 2011. Michigamme Township's share estimated \$200.00 allocation per month from General Fund.

Any questions or comments, please contact the Township Office.

Jean Howe, Clerk

EXHIBIT E

Municipal Retirement Systems, Inc.

Phone: 989-826-3779 • Fax: 989-826-6040

Pension Account Settlement Summary

12/07/15

Michigamme Township FBO Carla Skytta

Since this is a rollover, the procedure is different than a lump sum distribution. The only part of the distribution that can be directly rolled over is the taxable portion (Employer contribution and interest).

Please write a township check for \$43,709.10 made payable to Tru North Federal Credit Union FBO Carla Skytta. Send the check to: P.O. Box 1380, Traverse City, MI 49685-1380.

The remainder of the surrender, which is after tax funds, must be made payable to the individual since it is not eligible for a direct rollover. Please write a township check made payable to Carla for \$5,743.13.

Surrender Check Amount	\$49,452.23
Correction of Contribution	\$0.00
Surrender Fee	\$0.00
Employee Account Value	\$49,452.23
Employee Contribution	\$5,743.13
Taxable Distribution	\$43,709.10
Federal Withholding (20%)	\$0.00
State of Michigan Withholding (4.25%)	\$0.00
Employee Share from Employer	\$43,709.10
Employee Check	\$5,743.13

Note:

*A rollover allows for taxes to be deferred until received at a future date.
The form 1099-R for the participant will be generated and sent to the township in early January 2016. A copy of this Summary sheet and the Election Form are being provided for the Township's records.*

MICHIGAMME TOWNSHIP

General Fund
P.O. Box 220
Michigamme, MI 49861
906-323-6608

Peninsula Bank of Ishpeming
100 South Main Street
Ishpeming, MI 49849
74-131/911

24049

12/17/2015

PAY TO THE ORDER OF Tru North FCU/ FBO Carla Skytta

\$ **43,709.10

Forty-Three Thousand Seven Hundred Nine and 10/100 ***** DOLLARS

Tru North FCU/ FBO Carla Skytta
1419 W, Second Street
Ishpeming, MI 49849

VOID IF NOT CASHED WITHIN 90 DAYS

MEMO

Municipal Retirement Pension Rollover/Carla Skytta

Deanne Gardner

Elizabeth R. L. Clerk

Treasurer

Security features included. Press on back.

MICHIGAMME TOWNSHIP - GENERAL FUND

Tru North FCU/ FBO Carla Skytta

24049

12/17/2015

Municipal Retirement Pension Rollover FBO Carla S 43,709.10

Checking - MBank - 6 Municipal Retirement Pension Rollover/Carla Sk 43,709.10

MICHIGAMME TOWNSHIP - GENERAL FUND

Tru North FCU/ FBO Carla Skytta

24049

12/17/2015

Municipal Retirement Pension Rollover FBO Carla S 43,709.10

Checking - MBank - 6 Municipal Retirement Pension Rollover/Carla Sk 43,709.10

MICHIGAMME TOWNSHIP - GENERAL FUND

Carla Skytta

12/17/2015

253-721 Municipal Retirement Pension Surrender Se

5,743.13

Checking - MBank - 6 Municipal Retirement Pension Settlement

5,743.13

YEAR	GROSS PAY	GROSS PAY x 7.5%	TOTAL COLUMNS C & PREVIOUS YEAR TOTAL	GUARANTEED INTEREST @ 3.5%	TOTAL COLUMNS D & E
2002	17,669.00	1,325.17		46.38	1,371.55
2003	17,736.75	1,330.25	2,701.80	94.56	2,796.36
2004	18,450.25	1,383.76	4,180.12	146.30	4,326.42
2005	19,261.14	1,444.58	5,771.00	201.98	5,972.98
2006	20,156.13	1,511.70	7,484.68	261.96	7,746.64
2007	23,330.20	1,749.76	9,496.40	332.37	9,828.77
2008	25,436.40	1,907.73	11,736.50	410.77	12,147.27
2009	31,364.20	2,352.31	14,499.58	507.48	15,007.06
2010	26,029.50	1,952.21	16,959.27	593.57	17,552.84
		GROSS PAY x 15%			
2011	23,583.19	3,537.47	21,090.31	738.16	21,828.47
2012	24,314.38	3,647.15	25,475.62	891.64	26,367.26
2013	27,667.30	4,150.09	30,517.35	1,068.10	31,585.45
2014	30,456.41	4,568.46	36,153.91	1,265.38	37,419.29
2015	8,406.72	1,261.00	38,680.29	1,353.81	40,034.10

EXHIBIT C

KENDRICKS BORDEAU
ADAMINI GREENLEE & KEEFE, PC

ATTORNEYS AT LAW

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RONALD D. KEEFE
KENNETH J. SEAVOY*
SUZANNE CURRY LARSEN
LAURA KATERS REILLY**

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*Also Certified Public Accountant
**Also Licensed in Wisconsin
‡ Also Licensed in Minnesota

September 13, 2016

Mr. Dominic F. Andriacchi, Jr.
Dominic F. Andriacchi, P.C.
321 West Division Street
Ishpeming, Michigan 49849

Re: Michigamme Township

Dear Mr. Andriacchi:

Thank you for your letter of September 1, 2016 and the accompanying affidavit. While Ms. Skytta's affidavit and allegations against her former colleague are interesting, I do not understand how this gives rise to your clients' claim.

Exhibit B to the affidavit came from the presentation I made to the Township Board regarding my evaluation of plan errors that required correction through an IRS Voluntary Correction Program submission. The numbers in the margin are mine. The Board, which included Ms. Skytta, approved the IRS submission, one result of which was to correct the plan's failure to contribute on behalf of Ms. Skytta based on her W-2 compensation in accordance with paragraph 12 (my circled number 2) on Exhibit B. Your comment that Ms. Skytta's corrective pension payment was based on her compensation in all capacities is correct, as it was required by the plan document. All other participants' contributions through 2010, including Ms. Howe's contributions, were exclusively comprised of salary reductions based on W-2 income. From 2011 through the date of plan termination, half of the contributions came from the Township and half were made by reducing the participants' salary. The contribution made on behalf of Ms. Skytta (your Exhibit E) was required because the salary reductions were mandatory, and the Township failed to make the appropriate payroll reduction on behalf of Ms. Skytta. If you review the formula for employer contributions, you will see it is 0, and employee contributions are of 7.5% of 0 (see my circled 3 by paragraphs 13 and 14). Operationally, the plan mandated contributions of 7.5% by employees. Clearly, there were many plan document errors corrected through the IRS submission. Enclosed please find a copy of the amendment that was adopted to correct the contribution issues.

The contribution issues highlighted in Ms. Skytta's affidavit are not the issue for your clients, however, because contributions are only made on behalf of eligible persons, i.e., elected officials. The error shown in paragraph 7 (my circled number 1) did not increase eligibility or otherwise cause additional persons to become eligible to participate in the plan. In fact, the error was corrected through the attached retroactive amendment, which was required to be made as a result of the IRS procedure. As I mentioned above, Ms. Skytta served on the Township Board at the time the IRS submission was made, and I believe she voted in favor of the attached amendment, which retroactively corrected the error. As I say, it is interesting that Ms. Skytta's affidavit references documents that she knows were subsequently

Page 2

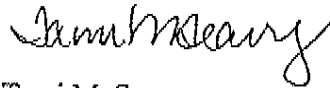
September 13, 2016

amended. The plan and the correction process were discussed by the Board and approved in open meetings at which many people were in attendance.

Unfortunately, I still cannot identify the claim you are making on behalf of your clients against the Township of Michigamme. The documents you provided do not indicate that your clients have a claim for plan benefits. If anything, the documents confirm my statement that your clients never expected to receive benefits under the plan since they were never elected officials. Your statement that you are not concerned about plan assets gives me further reason to believe that your claim is not based in ERISA. Please let me know if my conclusion is incorrect. Given that the next step for you would be to bring a lawsuit, would you please tell me what your legal claim would be so that I could evaluate it with my client and seek to resolve this matter?

Very truly yours,

KENDRICKS, BORDEAU, ADAMINI,
GREENLEE & KEEFE, P.C.



Tami M. Seavoy

cc: Michigamme Township

AMENDMENT TO

MICHIGAMME TOWNSHIP,
MONEY PURCHASE PENSION PLAN

BY THIS AGREEMENT, MICHIGAMME TOWNSHIP hereby amends the MICHIGAMME TOWNSHIP Money Purchase Pension Plan (herein referred to as the "Plan") Adoption Agreement, with such amendment effective as of the date of April 1, 2009. The Adoption Agreement shall read as follows:

7. ELIGIBLE EMPLOYEES means all Employees (including Leased Employees) EXCEPT for Highly Compensated Employees and the following Employees: (select all that apply below

- a. N/A No other exclusions.
- b. The following are **excluded**:
 - 1. Union Employees (as defined in Plan Section 1.24)
 - 2. Nonresident Aliens (as defined in Plan Section 1.24)
 - 3. Leased Employees
 - 4. Other: All hired employees of the municipality.

13. FORMULA FOR DETERMINING EMPLOYER CONTRIBUTIONS.

- 1. 7.5% (not to exceed 25%) of each Participant's Compensation
- 2. \$ ___ per ___ worked (e.g., hour, week, month, year)
- 3. Past Service Credit:
 - i. shall not be allowed
 - ii. shall be calculated as ___% (may not exceed 100%) of current compensation for each year of past service, up to a limit of ___ (not to exceed 10) years.

14. MANDATORY EMPLOYEE CONTRIBUTIONS

- a. N/A
- b. As a condition of participating in this Plan, each Eligible Employee must contribute each Plan Year 100% of the above listed total contribution.

This amendment was adopted by formal action of the Township board at a regularly scheduled public meeting held July 14, 2014 and the officer executing this Amendment has been authorized to do so on behalf of the board.

IN WITNESS WHEREOF, the Amendment has been executed this 14th day of June, 2015.

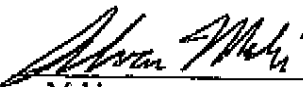
By: 
Its: Township Supervisor

EXHIBIT D

KENDRICKS BORDEAU
ADAMINI GREENLEE & KEEFE, PC

ATTORNEYS AT LAW

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‡ Also Licensed in Minnesota

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HOUGHTON, MICHIGAN 49931
TELEPHONE (908) 462-4288

August 24, 2016

Mr. Dominic F. Andriacchi
Dominic F. Andriacchi, P.C.
321 West Division Street
Ishpeming, Michigan 49849

Re: Michigamme Township

Dear Mr. Andriacchi:

You have provided me with no facts or law to support your clients' claim. You indicate that your clients have expectations of receiving a benefit, but you have provided no supporting documentation which would give your client reason to have such an expectation. Based on your letters there is nothing I can research or ask my client to review. I have no reason to question the Township's records showing that your clients were never elected officials, and therefore, never eligible to participate in the terminated, contributory plan from which Ms. Skytta and Ms. Howe received benefits. There are no assets remaining in the plan because all benefits have been paid. The IRS has determined that the plan was qualified, and its final Form 5500 was filed.

Very truly yours,

KENDRICKS, BORDEAU, ADAMINI,
GREENLEE & KEEFE, P.C.



Tami M. Seavoy

EXHIBIT E

MICHIGAMME TOWNSHIP

PO Box 220

Michigamme, MI 49861

Phone: 906-323-6608

Fax: 906-323-6344

michigammetownship@gmail.com

Alvar Maki, Supervisor

Neil Hanson, Clerk

Elizabeth LoCicero, Treasurer

Dawn Perry, Trustee

Michael Tembreull, Trustee

June 24, 2015

Mr. Dominic Andriacchi

321 West Division St.

Ishpeming, MI 49849

Dear Mr. Andriacchi:

Michigamme Township is in receipt of your letter date June 21, 2016 regarding Leighton and Jeannie Carlisle. You requested information regarding pension benefits that may have accrued in a Township pension plan for Mr. Carlisle.

To date Mr. and Mrs. Carlisle have no balance in a pension plan with Michigamme Township.

Sincerely,



Neil Hanson

Clerk, Michigamme Township

Michigamme Township is an Equal Opportunity Provider and Employer

