

**TOWN OF FALMOUTH**  
**FLEXIBLE BENEFITS PLAN**  
*(Plan No. 501)*

Effective January 1, 2013

Town of Falmouth  
Flexible Benefits Plan

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Town of Falmouth  
Flexible Benefits Plan

Article 1. Introduction.

1.1. Purpose of Plan. This Plan establishes the Town of Falmouth Flexible Benefits Plan, effective January 1, 2013. The purpose of this Plan is to provide Participants with a choice between cash and Optional Benefit Coverages.

1.2. Cafeteria Plan Status. This Plan is intended to qualify as a “cafeteria plan” under Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 125.

Article 2. Definitions.

Wherever used in this Plan, the singular includes the plural and the following terms have the following meanings, unless a different meaning is clearly required by the context:

2.1. “Administrator” means the Town or such other person or committee as may be appointed from time to time by the Town to supervise the administration of the Plan.

2.2. “Benefit Eligible Employee” means a full-time Employee or part-time Employee who is regularly scheduled to work at least 20 hours per week and whose contract year runs from January 1 through December 31. The term Benefit Eligible Employee does not include any individual who is employed in a division, department, unit, or job classification designated by an Employer as not eligible for benefits, regardless of the individual's work schedule or number of hours worked.

2.3. “Code” means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

2.4. “Dental Care Plan” means the group dental insurance plans provided by the Employer to eligible employees through group insurance contracts or through the Employer’s program of self-insurance, if any.

2.5. “Dependent” means: (a) for purposes of accident or health coverage (to the extent funded under this Plan, and for purposes of the Medical Reimbursement Plan), (1) a dependent as defined in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, (2) any child (as defined in Code § 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant to whom the IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents

who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year); and (b) for purposes of the Dependent Care Assistance Plan, a Qualifying Individual. Notwithstanding the foregoing, the Medical Reimbursement Plan will provide benefits in accordance with the applicable requirements of any qualified medical child support order, even if the child does not meet the definition of Dependent.

2.6. “Effective Date” means January 1, 2013.

2.7. “Employee” means any individual who is employed by an Employer.

2.8. “Employer” means the Town and each subsidiary or affiliated employer that adopts the Plan with the consent of the Administrator. A subsidiary or affiliated employer will become an Employer as of the date agreed upon pursuant to such adoption and consent.

2.9. “Key Employee” means any person who is a key employee, as defined in section 416(i)(1) of the Code, with respect to an Employer.

2.10. “Medical Care Plan” means the group health insurance plans provided by the Employer to eligible employees through group insurance contracts or through the Employer’s program of self-insurance, if any.

2.11. “Optional Benefit Coverages” means the coverages available to a Participant under the plans of the Town set forth in Schedules A and B.

2.12. “Participant” means any individual who participates in the Plan in accordance with Article 3.

2.13. “Plan” means the Town of Falmouth Flexible Benefits Plan (Plan No. 501) as set forth herein, together with any and all Schedules, amendments and supplements hereto. Please note this Plan is sponsored by a governmental employer and is exempt from ERISA.

2.14. “Plan Year” means the year beginning January 1 and ending December 31.

2.15. “Qualifying Individual” means (a) a tax dependent of the Participant as defined in Code § 152 who is under the age of 13 and who is the Participant’s qualifying child as defined in Code § 152(a)(1); (b) a tax dependent of Participant as defined in Code § 152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or (c) a Participant’s Spouse who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year. Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code § 21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code § 152(e)) and shall not be treated as a Qualifying Individual with respect to the noncustodial parent.

2.16. "Spouse" means an individual who is legally married to a Participant as determined under applicable state law and who is treated as a spouse under the Internal Revenue Code. Notwithstanding the above, for purposes of the Dependent Care Assistance plan the term Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who, although married to the Participant, files a separate federal income tax return, maintains a principal residence separate from the Participant during the last six months of the taxable year, and does not furnish more than half of the cost of maintaining the principal place of abode of the Participant.

2.17. "Town" means Town of Falmouth and any successor to all or a major portion of its assets or business that assumes the obligations of Town of Falmouth under the Plan.

2.18. "Vision Care Plan" means the group vision insurance plans provided by the Employer to eligible employees through group insurance contracts or through the Employer's program of self-insurance, if any.

### Article 3. Participation.

3.1. Commencement of Participation. Each Benefit Eligible Employee will become a Participant on the date he or she becomes a Benefit Eligible Employee.

3.2. Cessation of Participation. A Participant will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates or (b) the date on which he or she ceases to be a Benefit Eligible Employee.

3.3. Reinstatement of Former Participant. A former Participant will become a Participant again if and when he or she again becomes a Benefit Eligible Employee.

### Article 4. Optional Benefit Coverages.

4.1. Coverage Options. In accordance with applicable collective bargaining agreement, individual employment contracts or employer policies, each Participant may choose under this Plan to receive his or her full compensation in cash or to have all or a portion of it applied by his or her Employer toward the cost of the Optional Benefit Coverages available to the Participant. Notwithstanding anything herein to the contrary, Optional Benefit Coverages shall be limited to those coverages and benefits that are available to the Participant under the plans identified in Schedule A and Schedule B.

4.2. Description of Optional Benefit Coverages. While the election of one or more of the Optional Benefit Coverages may be made under this Plan, the coverages and benefits thereunder will be provided not by this Plan but by the plans identified in Schedules A and B. The types and amounts of benefits available under each plan described in Schedules A and B, the requirements for participating in such plan, and the other terms and conditions of coverage and benefits under such plan are as set forth from time to time in the plans identified in Schedules A

and B, and in any group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) certain of those plans. The benefit descriptions in such plans, as in effect from time to time, are hereby incorporated by reference into this Plan. Employees may select Option Benefit Coverages only as provided through applicable collective bargaining agreements, individual employment contracts or employer policies. Available Optional Benefit Coverages are as follows:

- (a) Benefits available to the Participant under the Medical Care Plan.
- (b) Benefits available to the Participant under the Dental Care Plan.
- (c) Benefits available to the Participant under the Medical Reimbursement Plan.
- (d) Benefits available to the Participant under the Dependent Care Assistance Plan.
- (e) Benefits available to the Participant under the Vision Care Plan.

4.3. Election of Optional Benefit Coverages in Lieu of Cash. A Participant may elect under this Plan, in accordance with the procedures described in Sections 4.4, 4.5 and 4.6, to receive one or more Optional Benefit Coverages to the extent available to the Participant under the applicable plans identified on Schedules A and B.

- (a) If a Participant elects coverage for a Plan Year under a plan identified on Schedule A, and if the Participant is required under such plan to pay a share of the cost of such coverage, such share shall be paid by the Participant's Employer by means of a reduction in the Participant's regular compensation for the Plan Year. The balance of the cost of each such coverage, if any, shall be paid by the Employers under this Plan with nonelective Employer contributions.
- (b) If a Participant elects coverage for a Plan Year under a flexible spending arrangement plan identified on Schedule B, the Participant's regular cash compensation for the Plan Year will be reduced by such amount as the Participant elects (subject to the limitations of those plans) and an amount equal to the reduction in compensation will be credited to the appropriate reimbursement account in accordance with the applicable flexible spending arrangement plan identified on Schedule B.

4.4. Election Procedure. Prior to the commencement of each Plan Year, the Administrator shall provide (or make available) a means of election for each Participant and for each other individual who is expected to become a Participant at the beginning of the applicable Plan Year. The election shall be effective as of the first day of the Plan Year. Each Participant who desires to elect an Optional Benefit Coverage shall so specify in his or her election. The Participant shall agree to a reduction in his or her compensation equal to the cost of the Optional Benefit Coverages elected by the Participant. Each election must be completed and returned to the Administrator on or before such date as the Administrator shall specify.

4.5. New Participants. Before, or as soon as practicable after, an individual becomes a Participant under Section 3.1 or 3.3, the Administrator shall provide the means of election described in Section 4.4 to the individual. If the individual desires one or more Optional Benefit Coverages for the balance of the Plan Year, the individual shall so specify in his or her election. The Participant shall agree to a reduction in his or her compensation equal to the cost of the

Optional Benefit Coverages elected by the Participant. Each election must be completed and returned to the Administrator within 30 days of becoming a Participant under Section 3.1 or 3.3. The election is effective as of the date the individual becomes a Participant under Section 3.1 or 3.3, however salary reduction amounts used to pay for such an election must be from compensation not yet currently available on the date of the election.

#### 4.6. Failure to Make Election.

- (a) A new Participant's failure to make an election under Section 4.4 or 4.5 on or before the due date specified by the Administrator for the Plan Year in which he or she becomes a Participant shall constitute an election by the Participant to receive his or her full compensation in cash.
- (b) An existing Participant's failure to make an election relating to an Optional Benefit Coverage on Schedule A on or before the due date specified by the Administrator for any subsequent Plan Year shall constitute (1) a re-election of the same coverage or coverages, if any, under such plan as were in effect just prior to the end of the preceding Plan Year (to the extent such coverage remains available as an Optional Benefit Coverage under the Plan), and (2) an agreement to a reduction in the Participant's compensation for the subsequent Plan Year equal to the cost of such coverage or coverages.
- (c) An existing Participant's failure to make an election under Section 4.4 or 4.5 relating to coverage under a flexible spending arrangement plan identified on Schedule B on or before the due date specified by the Administrator for any Plan Year shall constitute an election by the Participant of cash compensation in lieu of such coverage, regardless of any election in effect during the preceding Plan Year.

#### 4.7. Revocation or Change of Election by the Participant During the Plan Year.

- (a) Any election made under the Plan (including an election made through inaction under Section 4.6) shall be irrevocable by the Participant during the Plan Year except as otherwise provided in (b) through (h) below.
- (b) With respect to any Optional Benefit Coverage, a Participant may revoke an election in writing for the balance of the Plan Year and, if desired, file a new election in writing if, under the facts and circumstances, (1) a change in status occurs, and (2) the requested revocation and new election satisfy the consistency requirements in Section 4.8 below. For this purpose, a change in status includes the following events:
  - (1) Legal Marital Status. An event that changes a Participant's legal marital status, including marriage, death of Spouse, divorce, legal separation or annulment.
  - (2) Number of Dependents. An event that changes a Participant's number of Dependents, including birth, death, adoption or placement for adoption.

- (3) Employment Status. An event that changes the employment status of the Participant or the Participant's Spouse or Dependent, including termination or commencement of employment, a strike or lockout, a commencement or return from an unpaid leave of absence, and a change in worksite, as well as any other change in the individual's employment status that results in the individual becoming (or ceasing to be) eligible under a benefit plan of his or her employer.
  - (4) Requirements for Dependents. An event that causes a Dependent to satisfy or cease to satisfy the requirements for coverage on account of attainment of age, student status, or any similar circumstance.
  - (5) Residence. A change in the place of residence of the Participant, his or her Spouse or Dependent.
  - (6) Other. Such other events that the Administrator determines will permit the revocation of an election (and, if applicable, the filing of a new election) during a Plan Year under regulations and rulings of the Internal Revenue Service.
- (c) In the case of coverage under a medical plan identified in Schedule A, a Participant may revoke an election in writing for the balance of the Plan Year and file a new election in writing that corresponds with the special enrollment rights provided in Code Section 9801(f), whether or not the change in election is permitted under Section 4.7(b) above.
- (d) In the case of a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health coverage for a Participant's child or for a foster child who is a Dependent of the Participant, a Participant may change his or her election (1) in order to provide coverage for the child under a health coverage identified on Schedule A if the order so requires, or (2) in order to cancel a health coverage identified on Schedule A for the Participant's child if such order requires the Participant's Spouse or former Spouse or another individual to provide coverage for the child and that coverage is, in fact, provided.
- (e) In the case of a medical coverage identified on Schedule A, a Participant may revoke an election for the balance of the Plan Year and file a new election in order to cancel or reduce such medical coverage for the Participant or any covered Dependent of the Participant to the extent that the Participant or Dependent becomes entitled to coverage under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). In addition, if the Participant or any eligible Dependent who has been entitled to Medicare or Medicaid loses eligibility for such



coverage, the Participant may file a new election for the balance of the Plan Year to commence or increase a medical coverage identified on Schedule A.

- (f) In the case of an Optional Benefit Coverage identified on Schedule A or a dependent care assistance plan identified on Schedule B, if the Participants' share of the cost of such coverage significantly increases or significantly decreases during the Plan Year, the Participants may make a corresponding change in election under the Plan for the balance of the Plan Year, which will include (but not be limited to) the following:
- (1) for a significant cost increase, Participants electing such coverage for the Plan Year may revoke their election and either elect a similar coverage identified on Schedule A or B for the balance of the Plan Year, or drop such coverage if there is no similar coverage identified on Schedule A or B; or
  - (2) for a significant cost decrease, Participants may elect to commence participation in the Optional Benefit Coverage with the significant cost decrease and may make corresponding election changes regarding similar coverage, for the balance of the Plan Year.

This Section 4.7(f) shall apply to a dependent care assistance plan identified on Schedule B only if the significant cost change is imposed by a dependent care provider who is not a relative of the Participant. No election change may be made as to the Medical Reimbursement Plan identified in Schedule B on account of a significant cost change.

- (g) In the case of an Optional Benefit Coverage identified on Schedule A, if the Participant or his or her Spouse or Dependent experience a significant curtailment in coverage during the Plan Year, the Participant may make a corresponding change in election under the Plan for the balance of the Plan Year as follows:
- (1) for a significant curtailment that is not a loss of coverage, the Participant electing such coverage for the Plan Year may revoke his or her election and elect a similar coverage identified on Schedule A for the balance of the Plan Year; or
  - (2) for a significant curtailment that is (or is deemed by the Administrator to be) a loss of coverage, the Participant electing such coverage for the Plan Year may revoke his or her election and either elect a similar coverage identified on Schedule A for the balance of the Plan Year, or drop such coverage if there is no similar coverage identified on Schedule A.
- (h) If during the Plan Year a new Optional Benefit Coverage becomes available, or an existing Optional Benefit Coverage is significantly improved, Participants may elect the new or significantly improved coverage, and may make corresponding election changes regarding similar coverage, for the balance of the Plan Year, provided that no such election change may be made as to the Medical Reimbursement Plan identified

in Schedule B. For purposes of this Section 4.7(h), a Participant's change in dependent care provider shall be treated as a change in available coverage.

- (i) In the event that a Participant's Spouse or Dependent makes an election change under a plan maintained by his or her employer, the Administrator may permit the Participant to revoke an election under this Plan and make a new election for the balance of the Plan Year that is on account of and corresponds with the election change made by the Participant's Spouse or Dependent, if:
  - (1) the election change made by the Participant's Spouse or Dependent under his or her employer's plan satisfies the regulations and rulings under Code section 125; or
  - (2) the period of coverage under the plan maintained by the employer of the Participant's Spouse or Dependent does not correspond with the Plan Year of this Plan.
- (j) In the event that a Participant or his or her Spouse or Dependent loses group health coverage sponsored by a governmental or educational institution, the Participant may elect health coverages identified on Schedule A and B for the balance of the Plan Year for the Participant, his or her Spouse or Dependent.
- (k) Any application for a revocation and new election under this Section 4.7 must be made within the time specified by the Administrator following the date of the actual event and shall be effective at such time as the Administrator shall prescribe, unless otherwise required by law.

#### 4.8. Consistency Rules.

- (a) A Participant's requested revocation and new election under Section 4.7(b) will be consistent with a change in status (1) if the election change is on account of and corresponds with a change in status that affects the eligibility for coverage under a plan of the Employer or under a plan maintained by the employer of the Participant's Spouse or Dependent, and (2) with respect to dependent care assistance, if the election change is on account of and corresponds with a change in status that affects expenses described in Code Section 129 (including employment-related expenses as defined in Code Section 21(b)(2)). A change in status that affects the eligibility under an employer's plan shall include a change in status that results in an increase or decrease in the number of a Participant's family members or Dependents who may benefit from coverage under the plan.
- (b) Notwithstanding anything to the contrary in Section 4.8(a), a Participant's election to either increase or decrease the amount of the Participant's group-term life insurance and/or group disability coverage (if any) identified in Schedule A in response to a change in status described in Section 4.7(b) shall be deemed to meet the requirements of Section 4.8(a).

4.9. Changes by Administrator. If the Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such year any nondiscrimination or other requirement imposed by the Code or any limitation on benefits provided to Key Employees, the Administrator shall take such action as the Administrator deems appropriate, under rules uniformly applicable to similarly situated participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by highly compensated Employees (as defined by the Code for purposes of the nondiscrimination requirement in question) or Key Employees without the consent of such Employees.

4.10. Adjustment of Compensation Reductions. If the cost of an Optional Benefit Coverage provided to a Participant under a plan identified in Schedule A increases or decreases during a Plan Year, including any increase or decrease due to a change in the Participant's salary, a corresponding change shall be made in the compensation reductions of the Participant in an amount reflecting such increase or decrease, as determined by the Administrator. If the cost of dependent care assistance provided to a Participant under a plan identified in Schedule B increases or decreases during a Plan Year because of cost changes imposed by a dependent care provider who is not a relative of the Participant, a corresponding change may be made in the compensation reduction of the Participant in an amount to be determined by the Administrator.

4.11. Automatic Termination of Election. Any election made under this Plan (including an election made through inaction under Section 4.6) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under a plan identified on Schedule A or B may continue if and to the extent provided by such plan. In the event such a former Participant again becomes a Participant before the end of the same Plan Year, the elections previously in effect for the Participant under the plans identified on Schedules A and B shall be automatically reinstated for the balance of the Plan Year, except as otherwise elected by the Participant in accordance with Section 4.7.

4.12. Maximum Elective Contributions. The maximum amount of elective contributions under the Plan for any Participant shall be the total cost to the Participant for the Plan Year of the most expensive Optional Benefit Coverages that any Participant could elect

4.13. Cessation of Required Contributions. Nothing in this Plan shall prevent the cessation of coverage or benefits under any plan identified on Schedule A or B, in accordance with the terms of such plan, on account of a Participant's failure to pay the Participant's share of the cost of such coverage or benefits, through compensation reduction or otherwise.

4.14. Elections Via Other Media. The Administrator may, in its discretion, use any telephonic, electronic or other alternative media form that it deems necessary or appropriate for the election of benefits under the Plan.

4.15. Coordination with FMLA. Notwithstanding any other provision of this Plan, the Administrator may (a) permit a Participant to revoke (and subsequently reinstate) his or her election of one or more Optional Benefit Coverages under the Plan, (b) adjust a Participant's

compensation reduction as a result of a revocation or reinstatement and (c) permit payment of the Participant's share of the cost of an Optional Benefit Coverage during an unpaid leave with after-tax dollars, to the extent the Administrator deems necessary or appropriate to assure the Plan's compliance with the provisions of the Family and Medical Leave Act of 1993 and any regulations pertaining thereto.

#### Article 5. Administration of Plan.

5.1. Plan Administrator. The administration of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full discretionary power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's discretionary powers will include, but will not be limited to, the following discretionary authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- (e) To delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such delegation or designation to be in writing.

Any determination by the Administrator, or any authorized delegate, shall be final and conclusive on all persons, in the absence of clear and convincing evidence that the Administrator or delegate acted arbitrarily and capriciously. Notwithstanding the foregoing, any claim which arises under any plan identified on Schedule A or B shall not be subject to review under this Plan, and the Administrator's authority under this Section 5.1 shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan or policy.

5.2. Examination of Records. The Administrator will make available to each Participant such of its records under the Plan as pertain to the Participant, for examination at reasonable times during normal business hours; *provided, however*, the Administrator shall have no obligation to disclose any records or information which the Administrator, in its sole discretion, determines to be of a privileged or confidential nature.

5.3. Reliance on Tables, etc. In administering the Plan, the Administrator will 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, the administrators of the plans identified on Schedules A and B, or by accountants, counsel or other experts employed or engaged by the Administrator.

5.4. 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.

5.5. Indemnification of Administrator. The Town agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator or acting for the Administrator in connection with the Plan, including any Employee or former Employee who formerly served or acted in such capacity, against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Town ) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

#### Article 6. Amendment and Termination of Plan.

6.1. Amendment of Plan. The Town reserves the power to amend the provisions of the Plan at any time or times, to any extent that it may deem advisable. Any amendment to the Plan shall be effected by a written instrument signed by an officer of the Town, or his or her authorized delegate, and delivered to the Administrator.

6.2. Termination of Plan. The Town has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but has no obligation whatsoever to maintain the Plan for any given length of time. The Town may discontinue or terminate the Plan at any time without liability, by a written instrument signed by an officer of the Town, or his or her authorized delegate, and delivered to the Administrator.

#### Article 7. Miscellaneous Provisions.

7.1. Information to be Furnished. Participants shall provide their Employer, the Town and the 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

7.2. 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 Town or the Administrator, except as provided herein.

7.3. Employment Not Guaranteed. Nothing contained in the Plan nor any action taken hereunder shall be construed as a contract of employment or as giving any Employee any right to be retained in the employ of the Employers.

7.4. Governing Law. Except to the extent federal law applies, this Plan shall be construed, administered and enforced according to the laws of the State of Maine.

IN WITNESS WHEREOF, the Town has caused this Plan to be executed in its name and behalf by an officer or a duly authorized delegate this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

TOWN OF FALMOUTH

By: \_\_\_\_\_

Title: Nathan A. Poore, Town Manager

## Schedule A

Optional Benefit Coverages shall include the coverages available to a Participant under the following plans maintained by the Town:

1. The Town of Falmouth Medical Care Plan (as described herein) as amended from time to time.
2. The Town of Falmouth Dental Plan (as described herein) as amended from time to time.
3. The Town of Falmouth Vision Plan (as described herein) as amended from time to time.

## Schedule B

### Flexible Spending Arrangement Plan(s)

Optional Benefit Coverages shall also include the coverage(s) available to a Participant under the following plans maintained by the Town:

1. The Town of Falmouth Medical Reimbursement Plan (Plan No. 502), as amended from time to time.
2. The Town of Falmouth Dependent Care Assistance Plan (Plan No. 503), as amended from time to time.