



SUMMARY PLAN DESCRIPTION

OF THE

PLUMBERS & PIPEFITTERS LOCAL UNION NO. 9

PENSION PLAN

Effective July 1, 2015

**PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 9
PENSION FUND**

(Plan No. 001)

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TO ALL ELIGIBLE EMPLOYEES:

On the following pages you will find a summary description of the principal provisions of the revised Plan. We hope that you will read this booklet carefully and become familiar with the terms of the revised Plan and your rights under it.

We believe that the pension benefits provided by this Plan in addition to those provided under the Social Security Act will provide a substantial measure of security in retirement for those who have given many years of service in the plumbing and pipefitting trade.

Vested benefits under this Plan up to certain limits will be insured with the Pension Benefit Guaranty Corporation as explained in detail under the Termination Insurance Section of this summary.

The Trustees are responsible for the operation of the Plan. We shall be happy to assist you in every way possible to make certain that you receive promptly the benefits to which you are entitled. If you would like information or assistance, you may obtain it at the office of the Pension Fund.

This summary is not intended to change in any way the provisions of the Plan. The rights of each person covered by the Plan may only be determined by the Rules and Regulations for a Pension Plan, a complete copy of which is on file at the office of the Pension Fund.

The Trustees shall have the power to interpret, apply and construe the provisions of this Summary Plan Description, the Pension Plan and the Agreement and Declaration of Trust and any construction, interpretation or application reasonably adopted by the Trustees in good faith shall be binding. The Trustees shall also have the full and exclusive authority to determine all questions of eligibility, coverage, participation, status and benefits under the Summary Plan Description, Pension Plan and Agreement and Declaration of Trust.

Sincerely yours,

THE TRUSTEES

OUTLINE OF PLAN

Eligibility:

Work under a collective bargaining agreement of the Union, or work for the Union or a benefit fund of the Union.

Retirement Dates:

Normal Retirement - Age 62 and 5 years of participation or if first worked before 7/1/07 age 55 and 30 years of credited service.

Early Retirement - Age 55 and 10 years of credited service.

Disability Retirement - Any age, 5 years of credited service in the last 10 years and receiving Federal Social Security disability benefits.

Pension Benefits:

Normal Retirement - Monthly pension (maximum: the greater of 35 years or all years since effective date of prior plan):

- (a) \$55.00 for each year of credited service earned after 7/1/03, plus
- (b) \$100.00 for each year of credited service earned after 7/1/77 and before 7/1/03, plus
- (c) Benefit for years before 7/1/77 based on prior plan:

<u>Prior Plan</u>	<u>Monthly Rate</u>
181	\$20.75
236	16.75
270	26.25
331	20.50
380	17.50
432	20.25

Early Retirement - Same as normal retirement if payable at age 62. Reduced 1/6% per month for each month commencement precedes age 62. In addition, if you first worked before 7/1/07 and you are at least age 55 and your age plus years of credited service equals at least 90, a supplemental monthly pension equal to \$1,000 is payable prior to age 62.

Disability Retirement - Same as for normal retirement.

Nonforfeitable Rights:

100% vested right to accrued benefit if earned 5 years of vesting service.

Spouse's Benefits:

Joint life pension payable to spouse if death occurs after benefit rights are vested but before retirement.

Death Benefits:

Before Retirement - \$2,000 x credited service (maximum 35 years) payable in 60 monthly installments, if not eligible for Spouse's Benefits.

After Retirement - \$5,000 to designated beneficiary in addition to any other survivor benefits that may be payable.

Plan Year:

July 1st to June 30th.

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BASIC IDEA

The Pension Plan is a defined benefit pension plan which was agreed upon in a collective bargaining agreement between Local Union No. 9 and the Mechanical Contractors Association of New Jersey, Inc. Those same parties entered into an Agreement and Declaration of Trust. The merged Plan was adopted effective July 1, 1977. The Plan has been amended many times to meet both the requirements of federal law and improve benefits.

Under the Trust Agreement there are twelve trustees of the Pension Fund; six selected by the Mechanical Contractors Association of New Jersey, Inc. and six by Local Union No. 9. These trustees adopted the Pension Plan and are responsible for the administration of the Plan in accordance with the regularly adopted rules and regulations, and their decisions are final. They have contracted I.E. Shaffer & Co. to serve as Fund Administrator. The Plan's fiscal year ends June 30th.

ELIGIBILITY

If you are working under a Local Union No. 9 collective bargaining agreement and your employer is obligated to make contributions to the Pension Fund on your behalf, you are covered by the Pension Plan. Any regular, full-time employee of Local Union No. 9 or the Trustees of a benefit fund of Local Union No. 9 is also eligible for coverage.

CONTRIBUTIONS

Although the Union negotiates with the employers and agrees to the rate of contribution to the Pension Fund, the employer makes the contributions on your behalf in accordance with the collective bargaining agreement. You may obtain from the office of the Pension Fund a copy of the collective bargaining agreement and a list of contributing employers and information on whether an employer has agreed to make contributions to the Pension Fund in accordance with the collective bargaining agreement and, if so, such employer's address. The contributions are held and invested within the control of the Trustees and, together with the investment earnings, constitute the Pension Fund which provides the benefits payable to those who retire or to the beneficiaries or spouses of those who die while death benefits are payable.

CREDITED SERVICE

Your eligibility for benefits and the amount of your benefits are based upon your credited service. It is important to understand what this term means.

For all service after July 1, 1977 you will receive credited service for each plan year based on hours worked according to the following schedule:

<u>Hours Worked</u>	<u>Credited Service</u>
1,000 or more	1 year
750 but less than 1,000	3/4 year
500 but less than 750	1/2 year
250 but less than 500	1/4 year
Less than 250	0

You received credit for all service before July 1, 1977 on the basis of the rules of the Prior Plan in which you participated.

VESTING SERVICE

Your eligibility for nonforfeitable rights is based upon vesting service. You receive one year of vesting service for each plan year during which you work at least 1,000 hours under a Local Union No. 9 collective bargaining agreement requiring employer contributions to the Pension Fund, or for the Local Union No. 9 or for the Trustees of a Local Union No. 9 benefit fund.

BREAKS IN SERVICE

If you have a period of 5 consecutive plan years when you did not earn any credited service, you will have a break in service and all of your credited service and vesting service prior to the break in service will be forfeited even if you return to work in the Industry within the territorial jurisdiction of the Union unless you have at least 5 years of vesting service before your break in service occurs.

However, if you are unable to work because of sickness, injury, disability, maternity or paternity leave, or service in the Armed Forces of the United States, this period of not working will not be counted in determining a break in service.

Breaks in service which occurred prior to July 1, 1985 are based on the Plan provisions at the time of the break.

NORMAL RETIREMENT

Eligibility - In order to be eligible for normal retirement you must:

- (a) be at least age 62 and have been a participant of the Plan for at least 5 years, or
- (b) if you first worked before 7/1/07 be at least age 55 and have at least 30 years of credited service.

Monthly Pension - The full annuity form of pension is payable for your lifetime with 60 monthly payments guaranteed. However, you and your spouse must elect to receive this full annuity form of benefit. If you do not make such election or another election under Optional Forms of Pension, your monthly pension will be automatically converted into a reduced pension payable for your lifetime and then, upon your death, your spouse will receive one-half of your reduced pension for the rest of her (his) life. Generally, the reduction in the benefit will be 10% of the full annuity form of benefit. If your spouse dies before you, your pension will increase back to the unreduced amount. The full annuity form of pension if you retire on or after July 1, 2003 is a monthly amount determined as follows:

- (a) \$55.00 for each year of credited service earned after 7/1/03, plus
- (b) \$100.00 for each year of credited service earned after 7/1/77 and before 7/1/03, plus
- (c) Benefit for years before 7/1/77 based on the prior plan under which you were a participant:

<u>Prior Plan</u>	<u>Monthly Rate</u>
181	\$20.75
236	16.75
270	26.25
331	20.50
380	17.50
432	20.25

A maximum of the greater of 35 years or all years since the effective date of your prior plan is used in the calculation.

OPTIONAL FORMS OF PENSION

If you and your spouse elect not to have the automatic conversion to a Joint and 50% to Spouse benefit, your pension will be paid to you for life with 60 monthly payments guaranteed. However, you may elect one of the optional benefits explained below. Spousal consent is required for Options 3 or 4.

Option 1 - (Joint and 100% to Spouse) You may wish to provide your spouse with a higher benefit upon your death than that payable under the automatic option. Under this option, the reduction in your pension is greater, but the same pension will continue to your spouse for life.

Option 2 - (Joint and 50% to Spouse) This is the same as the automatic option.

Option 3 - (Life Annuity with 90 monthly payments guaranteed) The full annuity form of benefit guarantees payments for 60 months, but this option provides a slightly lower benefit which is guaranteed for 90 months.

Option 4 - (Life Annuity with 120 monthly payments guaranteed) This is similar to Option 3 except that the monthly pension is reduced somewhat more and payments are guaranteed for 120 months.

Option 5 - (Joint and 75% to Spouse) You may wish to provide your spouse with a slightly higher benefit upon your death than that payable under the automatic option. Under this option, the reduction in your pension is slightly greater, but 75% of your pension will continue to your spouse for life.

An optional pension, other than the automatic Joint and 50% to Spouse benefit and the Joint and 75% to Spouse option, is not permitted for disability retirement.

EARLY RETIREMENT AFTER AGE 55

Eligibility - You must be at least age 55 and have at least 10 years of credited service.

Monthly Pension - As explained under the Normal Retirement Section, the full annuity form of benefit will only be paid if you and your spouse elect to receive that benefit. If you do not make such election or another election under Optional Forms of Pension, your reduced pension will be paid to you for life, and then one-half of your reduced pension will be continued for life to your spouse. If your spouse dies before you, your pension will increase back to the unreduced amount. The full annuity form of benefit payable at age 62 if you retire on an early retirement pension on or after July 1, 2003, is determined in the same manner as explained in the Normal Retirement Section. If the full annuity pension is to commence before age 62, the pension is reduced by 1/6% for each month that the commencement of payments precedes your 62nd birthday.

In addition, if you retire on or after July 1, 2011 on or after your 55th birthday and you first worked before 7/1/07 and your age plus your years of credited service equals at least 90, a supplemental monthly pension is payable each month that you receive an early retirement pension payment prior to your 62nd birthday equal to \$1,000.

DISABILITY RETIREMENT

Eligibility - If you become totally and permanently disabled after receiving at least 5 years of credited service in the last 10 plan years immediately preceding the date you became disabled, you may apply for a disability pension.

Monthly Pension - Same as in the Normal Retirement Section. You must be disabled for a minimum of five months before pension payments can begin and you must be receiving Federal Social Security disability benefits. As explained in the Normal Retirement Section, the above benefit will only be paid if you and your spouse elect to receive the full annuity form of benefit. If you do not make such election or another election under Optional Forms of Pension, your reduced pension will be paid to you for life and then one-half of your reduced pension will be continued for life to your spouse. If your spouse dies before you, your pension will increase back to the unreduced amount. A determination of the benefit on the Joint and 50% to Spouse option or the Joint and 75% to Spouse option will be provided upon request.

What is total and permanent disability? You will be considered to be totally and permanently disabled if disability has continued for five consecutive months, you are receiving Federal Social Security disability pension payments, and the permanence of the disability prevents you from pursuing all gainful work.

HOW TO APPLY FOR A PENSION

- A. File an application for normal, early or disability retirement with the Trustees. The proper form will be provided to you upon request.
- B. Submit satisfactory proof of your date of birth to the Trustees along with your application and, if you are married and have not elected the full annuity form of benefit, proof of your marriage and your spouse's date of birth.
- C. If you select the full annuity pension or options 3 or 4 (see Optional Forms of Pension), spousal consent is required. Such consent must be in writing and witnessed by a plan representative or notarized by a notary public. If spousal consent cannot be obtained, you must receive your pension in the reduced Joint and 50% to Spouse form.

In addition, if you are applying for a disability pension, you must provide proof that you are disabled in the form of a Federal Social Security Disability Award certificate and such other evidence as the Trustees may require. You may be required to have a medical examination every 6 months until age 62 to determine that you are still disabled.

NONFORFEITABLE RIGHTS

If you leave employment covered by the Plan before being eligible for normal, early or disability retirement, but after you have completed at least 5 years of vesting service, you will be entitled to a deferred vested pension to commence at age 62.

The full annuity form of benefit payable to you will be determined according to the benefit formula in the Plan during the last plan year in which you earned credited service. If the full annuity pension is to commence on or after age 55 but before age 62, the pension is reduced by 1/6% for each month that the commencement of payments precedes your 62nd birthday.

As explained under the Normal Retirement Section, the full annuity form will only be paid if you and your spouse elect to receive that benefit. If you do not make such election or another election under Optional Forms of Pension, your reduced pension will be paid to you for life, and then one-half of your reduced pension will be continued for the life of your spouse. If your spouse dies before you, your pension will increase back to the unreduced amount.

DEATH BENEFITS

You must name your beneficiary -

- You must name a beneficiary to receive any death benefits under this Plan.
- If you are married, your beneficiary must be your spouse unless your spouse waives this coverage in writing.
- The latest beneficiaries' designation in the possession of the Trustees shall determine the proper beneficiaries.

If you die before you are eligible for vesting, early or normal retirement - Your beneficiary will receive a death benefit of \$2,000 times the number of years of your credited service to a maximum of 35 years. This death benefit will be paid in 60 monthly installments. This benefit is not available if you have retired on a disability pension. If you are over age 55 but do not qualify for early retirement when you die, this death benefit will be paid.

If you die after eligibility for vesting, but before eligibility for early retirement or normal retirement - If you have a spouse living when you die, she will receive a monthly benefit for life commencing at the time you would have been age 55, which will be one-half of the monthly pension you would have received if you had terminated on your date of death and retired at age 55 and accepted the automatic conversion. If you die without a spouse, the 60 monthly installment death benefit will be paid to your beneficiary. Your spouse may elect to receive the 60 monthly installment death benefit instead of the above benefit.

If you die after you are eligible for early retirement or normal retirement - If you have a spouse living when you die, she will receive a monthly benefit for life commencing on the first day of the month coinciding with or next following your death which will be one-half of the monthly pension you would have received if you had retired on your date of death and accepted the automatic conversion. If you die without a spouse, your beneficiary will receive 60 monthly payments of the amount you would have received if you had retired on your date of death. Your spouse or beneficiary may elect to receive the 60 monthly installment death benefit instead of the above benefits.

If you die while on retirement - If you die after actually retiring, benefits will be based on the form of payment elected at retirement. In addition, your designated beneficiary will receive a lump sum death benefit of \$5,000.

RETURN TO WORK

You may return to work in the Industry under a collective bargaining agreement of the Union after your pension payments begin, but your pension payments will stop when you enter such employment. However, if you have not attained age 62 and have worked 249 hours or less for an employer you will still receive pension payments. If you have attained age 62, you may earn up to the amount allowed by the Social Security Administration and continue to receive pension payments. Once this limit is reached, you will still receive your pension payment in a month in which you work fewer than 40 hours. Also, if you have attained age 62, you can work as a superintendent for an employer and continue to receive pension payments.

If you return to non-collective bargaining work with any employer in the mechanical contracting business or in self-employment in the mechanical contracting business and have not attained age 62, your pension payments will stop.

You must notify the office of the Pension Fund in writing within 21 days of returning to work. If you have not attained age 62 and do not timely notify the office of the Pension Fund, your pension payments will be suspended for an additional 12 months over and above the suspension in those months of employment.

CLAIM PROCEDURE

If your request for a benefit under the Plan is denied by the Trustees, you will be advised in writing of the denial, and the specific reasons therefor, by the Trustees. If you then so request in writing within 75 days after being advised of the denial, the Trustees will meet with you for a full and fair review of your claim and the reasons for their denial. The result of such review will be communicated to you in writing within 60 days of your request for the review.

If you ever decide to take legal action, the Trustees have been designated as the agent for the service of any legal process.

CIRCUMSTANCES CAUSING FORFEITURE OF BENEFITS

In the event that you leave employment covered by the Plan before you have earned 5 years of vesting service and before you are eligible for any pension benefits, any accrued benefits will be forfeited unless you return to work in the Industry as explained elsewhere in this booklet.

If you should die after receiving 60 monthly pension payments, the payments will cease unless you elected the Joint and 50% to Spouse option or any other optional pension and further payments are payable to your spouse or beneficiary as a result.

If the Plan is terminated and at that time you are not vested, all or a portion of your accrued benefits could be forfeited if the assets of the Trust Fund are insufficient to fully fund such benefits. However, vested benefits will be insured by the Pension Benefit Guaranty Corporation up to certain prescribed limits.

AMENDMENT TO OR TERMINATION OF THE PLAN

If the Plan is amended by the Trustees, your benefit accrued to such date cannot be reduced. It is the intention of the Union and the Employers that the Pension Plan shall be continued indefinitely. If the Plan were to be terminated by the Trustees, the rights of all persons to benefits accrued on their behalf to such date would be nonforfeitable. Assets would be allocated, to the extent that they are sufficient, in the following order: pensioners and beneficiaries in payment status, participants eligible to retire, vested participants, nonvested participants. However, vested benefits will be insured by the Pension Benefit Guaranty Corporation against any possible asset insufficiency.

TERMINATION INSURANCE

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

QUALIFIED DOMESTIC RELATIONS ORDERS

You can obtain from the office of the Pension Fund, without charge, a copy of the procedures governing a qualified domestic relations order.

YOUR RIGHTS UNDER ERISA

This summary is not intended to change in any way the provisions of the Pension Plan. The rights of each person covered by the Plan may only be determined by the Rules and Regulations for a Pension Plan, a complete copy of which is on file in the office of the Pension Fund.

As a participant in the Plumbers and Pipefitters Local Union No. 9 Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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NOTES

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