Board of Fire Commission Approval 6/17/2015 Updated Approval 4/20/16

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#### SECTION I - DEFINITIONS

For the purposes of this Plan, the following words and phrases shall have the meaning indicated, unless a different meaning is clearly required by the context:

- 1. "Accrued Benefit" shall mean at any point in time the monthly benefit payable at Normal Benefit Date (age 65) based on Service to that date.
- 2. "Actuarial Equivalent" means a benefit of equal present value based on the 1983 GAM mortality table, and 6% interest.
- 3. "Anniversary Date" shall mean July 1st of each year.
- 4. "Authorized Leave of Absence" means a leave of absence which has been approved in accordance with the rules and bylaws of the Chester Hose Company, Inc.
- 5. "Beneficiary" means any individual, trust, estate, or other recipient as indicated by the volunteer member entitled to receive death benefits payable under this plan, on either a primary or contingent basis.
- 6. "Break in Service" for a Participant means any year during which the Participant has not accumulated the required Points for certification, *in* accordance with attachment 2.
- 7. "Effective Date" means the effective date of the Plan, which is July 1, 1995.
- 8. "Volunteer Member" means an active member in the service of the Chester Hose Company, Inc. who does not receive compensation in their service of the Town of Chester and the Chester Hose Company Inc.

- 9. "Normal Benefit Age" shall mean a Participant's age when he reaches his Normal Benefit Date, as defined in Section III.
- 10. "Participant" means a Volunteer Member who is eligible to be included in the Plan as provided in Section II.
- 11. "Plan" means the Chester Hose Company, Inc. Volunteer Service Awards Program as adopted by the-Board of Selectmen of the Town, as of its original effective date, including any subsequent amendments or revisions.
- 12. "Plan Year" shall mean the 12 month period from July 1st to the following June 30th.
- 13. "Prior Plan" means the plan that was in effect prior to July 1, 1995.
- 14. "Town" means the Town of Chester, located in the state of Connecticut.
- 15. "Year of Service" means service of a Participant for a Plan Year as certified by the Chester Hose Company, Inc. (including Years of Service under the Prior Plan), in accordance with the points system adopted by the Chester Hose Company, Inc., which points system is set forth in Attachment 2 to this Plan.
- 16. "Executive Board" means the 7 panel board of the Chester Hose Company as defined in Article V of the Chester Hose Company By-laws.
- 17. "Qualitied Domestic Relations Order" is a domestic relations order that creates or recognizes the existence of an alternate payee's right to receive, or assigns to an alternate payee the right to receive, all or a portion of the benefits payable with respect to a participant under a benefit plan, and that includes certain information and meets certain other requirements.

The singular form of any word shall include the plural and the masculine gender shall include the feminine whenever necessary for the proper interpretation of the Plan.

#### SECTION II - ELIGIBILITY

Each Volunteer Member who on the effective date of the plan had completed 1 Year of Service and attained age 18 was eligible to become a Participant of the Plan on that date.

Each Volunteer Member who was a Participant on July 1, 1995 will continue to be a Participant of the Plan as long as he continues in the service of the Chester Hose Company, Inc.

Each other and each new Volunteer Member will be eligible to become a Participant of the Plan on the first day of the plan year coinciding with or next after the date of completion of 1 Year of Service, and attainment of age 18. In order to become a Participant, eligible Volunteer Members must complete the enrollment and beneficiary designation forms provided by the Town.

Any Volunteer Member who is eligible to enter the Plan may elect to waive out of the Plan by filing a Notarized Waiver provided by the Town of Chester.

#### SECTION III - NORMAL BENEFIT DATE

Normal Benefit Date: The Normal Benefit Date of a member will be the first day of the month coinciding with or next after the date the Participant attains age 65 and has completed five years of Plan participation.

Late Benefit Date: A member may choose to defer benefits beyond Normal Benefit Date.

#### SECTION IV - AMOUNT AND FORM OF BENFIT PAYMENT

The amount of monthly benefit payable to a member will be no less than \$16.67 for the current fiscal year of service (2015-2016), and will increase to no less than \$18.41 for the fiscal year 2016/2017 and will continue from this point.

The benefit will be payable in the form of either a monthly payment commencing on the benefit date and continuing thereafter until a total of 180 monthly payments have been made or a Lump sum payment. Should the Participant die after commencement of monthly payments but before 180 monthly payments have been made the payments will be continued to the Participant's beneficiary until a total of 180 monthly payments have been made.

A Participant who has reached Normal Benefit Date and elects to receive benefits commencing that date may elect a lump sum payment of their entire Vested Accrued Benefit in lieu of monthly benefit payments. The Participant shall be eligible to elect in writing to have such lump sum payment made to him/her during the election period by completing the applicable forms provided by the Plan Administrator. The election period shall be the 90 day period ending on his Normal or Late Benefit date. The lump sum payment will be the Actuarial Equivalent of the Participant's benefit payable in the Normal Form at the Normal Benefit Date or if later the date payments are made under the Plan. Any participant electing to receive a lump sum will receive the cash equivalent reduced for time as described in the Town Ordinance. Payment of the lump sum distribution shall be in complete satisfaction of benefits due the member under the plan.

#### SECTION V - DEATH BENEFITS

If a Participant dies before normal or late benefit date, the Participant 's Accrued Benefit will be payable to the Participant's Beneficiary, commencing on the first of the month following the death of the Participant and continuing until a total of 180 monthly payments have been made.

A Beneficiary who is eligible for death benefit payments in accordance with the paragraph above may elect a single lump sum payment that is the Actuarial Equivalent of the monthly death benefit payments determined in accordance with the paragraph above. The Actuarial Equivalent shall be determined using no pre-retirement mortality decrement. The payment of the lump sum distribution amount shall be in complete satisfaction of any death due the participant from the plan and the participant shall have no further claim to benefits from the plan.

#### SECTION VI - COMMENCEMENT OF BENEFIT PAYMENTS

Unless the participant elects to defer benefits in accordance with Section III, the payment of benefits under the Plan to the Participant will commence within sixty days of the close of the Plan year during which the Participant's Normal Benefit Date occurs or election of a Late Benefit Date. If a Participant leaves the service of the Chester Hose Company, Inc. before age 65, the Participant will be entitled to receive his vested Accrued Benefit, in accordance with Attachment 1, commencing on the Participants Normal Benefit Date. If the lump sum Actuarial Equivalent of the Vested Accrued Benefit of a Participant who has \_ terminated service with the Chester Hose company, Inc. is less than \$5,000, their benefit may be paid as a lump sum at the sole option of the Town.

#### SECTION VII - CONTRIBUTIONS

The Town will contribute the entire cost of the benefit, and will retain an Actuary to annually determine the appropriate amount necessary to fund the benefits provided by the Plan.

#### SECTION VIII - BREAKS IN SERVICE

A Participant who is at least partially vested in accordance with the provisions of Attachment 1 and has a Break in Service, upon being certified in a subsequent year as having the required points, shall begin to participate in the Plan immediately and will have their pre-break and post-break Service aggregated for the purposes of eligibility and vesting on their return.

A Participant who was not vested in accordance with the provisions of Attachment 1 will not lose credit for any prebreak Service unless the number of consecutive one-year breaks in service equals or exceeds the aggregate number of such Years of Service prior to such break.

If a participant takes a leave of absence and returns within a plan year and satisfied the requirements set forth in attachment 1 of this program then the Leave of Absence will not be considered a break in service. Any Leave of Absence last at least one year or more will be considered a break in service.

#### SECTION IX - CLAIMS PROCEDURE

Any claim for benefits under the Plan shall be submitted by the Participant, through the Chester Hose Company, Inc., to the Retirement Board of the Town on attached forms provided by the Retirement Board on behalf of the Town of Chester. The Retirement Board shall make claim determination and arrange payment of benefits to the Participant in accordance with the terms of the Plan.

A Participant whose claim for benefits under the Plan has been denied shall receive adequate notice in writing setting forth the specific reasons for such denial and such Participant shall be afforded a review by the Chester Hose Company, Inc. of the decision denying the claim. If the Chester Hose Company, Inc. finds basis for appealing the claim denial, it may request further review by the Retirement Board, which review will be final.

#### SECTION X - CHANGE, SUSPENSION OR TERMINATION OF THE PLAN

The Town expects to continue the Plan indefinitely but, as future conditions cannot be foreseen, the Town necessarily reserves the right to suspend or discontinue the contributions or to terminate or change the Plan at any time, and at least once every five years will review the Plan to determine its suitability for its intended purpose.

At no time, however, may any part of the contributions made by the Participants or the Town be used for purposes other than for those provided for in the Plan. Further, no amendment shall be made to the conditions and benefits of the Plan which shall have retroactive effect.

Upon termination or partial termination of the Plan or upon the complete discontinuance of contributions under the Plan, the rights of each Participant to Accrued Benefits as of the date of such termination, partial termination or discontinuance, to the extent funded as of such date, shall be 100% vested and non-forfeitable. On Plan termination, the assets of the Plan shall be allocated as follows:

FIRST, In the case of the benefit of a Participant or Beneficiary which is in pay status as of the termination date of the Plan, to provide  $\cdot$ for such benefit.

SECOND, In the case of the benefit of a Participant or Beneficiary eligible to have such benefit begin as of the termination date but who has elected a Late Benefit Date that has yet to occur, to provide for such benefit.

THIRD, To all other Vested Accrued Benefits, if any, of Participants under the Plan.

FOURTH, To all other Accrued Benefits under the Plan.

If the assets available for allocation under any priority category are insufficient to satisfy in full the benefits of all participants in that category, the assets shall be allocated pro-rated among such Participants on the basis of the present value (as of the termination date) of their respective benefits.

Any residual assets of the Plan remaining after distribution in accordance with the aforesaid shall be returned to the Town.

#### SECTION XI - MISCELLANEOUS

#### 1. PARTICIPANT RIGHTS

Any Volunteer Members participating in this Plan are volunteers in the service of The Chester Hose Company, Inc. The adoption and maintenance of this Plan shall not be construed as creating any contract of service or employment between the Chester Hose Company Inc, the Town, and any Volunteer Member.

#### 2. ASSIGNMENT

The interest of a Participant or beneficiary in this Plan or in any benefit payment or installment provided hereunder may not be assigned, sold, alienated, discounted, hypothecated or pledged as collateral for a loan or as a security for the performance of an obligation or for any other purpose whatsoever and no such interest shall be subject to attachment, garnishment, sequestration or other legal, equitable or other process. Neither a Participant nor any beneficiary may commute any payment or installment to which such member or beneficiary may be or become entitled by the terms of this Plan.

#### 3 . PROOF OF AGE

Proof of Participant's age will be required before commencement of pension payments.

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order". Furthermore, a distribution to an ·"alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not separated from service and has not reached the Normal Benefit Date. For the purposes of the paragraph, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under IRC Section 414.

#### 5. APPLICABLE LAW

This Plan shall be construed according to the laws of the State of Connecticut, except as such laws are superseded by Federal law.

IN WITNESS WHEREOF, the Town of Chest Volunteer Service Awards Program this	_
2015.	
Signature	Title

Notary,

### ATTACHMENT 1 - WITHDRAWAL BENEFITS

	ot Plan nartic	inati∩n				
provided they have at least 5 years	or rian partic	ipation.				
	Current rate of \$16.67			10% Incre	10% Increase equalling \$18	
			MONTHLY			MONTHLY
	YEARS	%	BENEFIT	YEARS	%	BENEFIT
Less than 5 years	0-4	0%	\$0.00	0-4	0%	\$0.00
At least 5 but less than 6 years	5	50%	\$41.68	5	50%	\$46.01
At least 6 but less than 7 years	6	55%	\$55.01	6	55%	\$60.74
At least 7 but less than 8 years	7	60%	\$70.01	7	60%	\$77.33
At least 8 but less than 9 years	8	65%	\$86.68	8	65%	\$95.71
At least 9 but less than 10 years	9	70%	\$105.02	9	70%	\$115.95
At least 10 but less than 11 years	10	75%	\$125.03	10	75%	\$138.04
At least 11 but less than 12 years	11	80%	\$146.70	11	80%	\$161.96
At least 12 but less than 13 years	12	85%	\$170.03	12	85%	\$187.73
At least 13 but less than 14 years	13	90%	\$195.04	13	90%	\$215.34
At least 14 but less than 15 years	14	95%	\$221.71	14	95%	\$244.79
At least 15	15	100%	\$250.00	15	100%	\$276.08

A Participant's right to his Accrued Benefit is non-forfeitable upon and after attainment of his Normal Benefit Date. Any member who is currently receiving benefits from from the 1995 plan is not eligible for any increase.

#### ATTACHMENT 2

#### (VSAP)POINT POLICIES

#### VSAP POINT REQUIREMENTS

Chester Hose Company members intending to participate in the Volunteer Service Award Program must meet the following minimum requirements, from July 1 through June 30, to be credited with a year toward their service award.

- Attend a total of 15 Training Drills during the year.
   points --1 pt./Drill)
- 2) Attend 6 Monthly Business Meetings or approved Special Meetings during the year.(6 points -- 1 pt./Meeting)
- 3) Serve on the House Committee one month per year. (3 points)
- 4) Serve on at least One Committee in addition to the house committee per year. (Points assigned according to the level of committee activity in Item II.)
- 5) A Member is required to accumulate a minimum total of 55 POINTS for the year.

A Chester Hose Company Member is unable to meet the Required Mandated points he/she will need to contact the Chief or Chief Officers in writing as soon as possible. The Hose Company Officers will review the letter and if possible make other arrangements so the Member can fulfill his VSAP requirements.

#### POINT VALUES

- 1) Signal 50 (Fire Calls) 2 pts.
- 2) Signal 23 (Emergency Calls or any other response etc.) 1 pt.
- 3) Company Training Drills or other approved training drills by Chester Hose Company Chief Officers.(15/yr. required) 1 pt.
- 4) Monthly Company Business Meetings or approved Special meetings. (6/yr. require)
  1 pt.
- 5) House Committee (1 month/yr. required) 3 pts.

6) Committees(1/yr . required)
Chairperson or Co-Chairperson
Committee member

\*membership participation

5 pts
3 pts
1 pt./2 hrs.

- \* The accumulation of 10 hrs. worked(5 pts) for any committee or group of committees will satisfy that members committee requirement.
- 7) Position Points
  Chief
  Officers
  Appointed positions

  10 pts.
  5 pts.
- 8) Miscellaneous Meetings (responder, or other meetings) 1 pt.
- 9) Miscellaneous drills , training, or seminars 1 pt./2 hrs.
- 10) Work Details (Engineers and hrs. worked for CHC not covered by other items) 1 pt./2 hrs.
- 11) Group Events (Funeral, Wake, Memorial Day, Banquet, Picnic, Flag Day, Parades) 1 pt.
- 12) Extended Emergency Calls (max. 5 pts) 1 pt./2 hrs.

#### **DESCRIPTIONS**

- a) Company monthly meetings, weekly drills, special meetings and drills called by line or Department Officers shall be generally worth 1 point. A member must be present for at least 80% of the meeting or drill to receive credit.
- b) Committees assembled off the floor of any company meeting or appointed will be credited with points per Item 6. Committee must conduct a minimum of one meeting during the course of the year to receive credit.
- c) It will be the Committee Chair's responsibility to fill out and submit to the point committee, a CPR (committee point report) form and to accurately list all active members of the committee and all company members that accumulated hrs. working for the committee on the form.
- d) Upon completion of a full term as Chief, he/she will be awarded 50% of the required points for the following service award anniversary year.
- e) Members with service award credit who leave the company will be credited with that time accrued if they rejoin the Company and serve at least five years.
- f) Persons who left the Company before the inception of the pension plan (July 1, 1993) will not be credited for prior service if they rejoin.
- g) Points are not accumulative from year to year.
- h) Point tallies are from July 1 to June 30.
- i) Executive Board if required shall consist of Chief Officers and Board of Trustees.
- j) Any individual with any recognized illness or disability will be addressed on a case by case basis by the Executive Board. The Executive Board will make a recommendation to the Hose Company at a monthly meeting.
- k) Exceptions to mandated points due to work commitments or other special circumstances will be reviewed and changed by the Hose Company Executive Board on an individual basis.
- 1) Chester Hose Company Members shall have the right to appeal the final VSAP committee report. The appeal shall be in writing and submitted to Chester Hose Company Executive Board.

m) The VSAP Point Committee shall hold a meeting annually for all interested Hose Company personnel. Chester Hose Company Members will be given a chance to voice their opinions on current policies and request changes. This meeting should be no later than April 1.

The Chester Hose Company Inc. shall reserve the right to review and update the point requirements on a bi-annual basis subject to approval of the membership of the Chester Hose Company. Any changes will not take effect until the following fiscal year.